PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MAY 21, 2009

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 21, 2009.

Closed Session
2:00 p.m. Property and litigation

Work Session
3:00 p.m. Council questions/comments
3:15 p.m. Budget review: P. 5 - 30

- Operating expenditures (Attachment A separate cover)
- Departmental presentations
- Pay Plan
- Benefits

5:00 p.m. Bonanza Drive reconstruction project P. 31 - 48
(a) Update by staff
(b) Public input
5:50 p.m. Break

Regular Meeting
6:00 p.m.
I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF APRIL 30, 2009 AND MAY 7, 2009
P. 49 - 66

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

1. Consideration of an agreement with the Park City Foundation for the development of a community carbon and water website P. 67 - 72

2. Consideration of Resolution providing for the acquisition, construction and completion of improvements to the water system of Park City, Summit County, Utah; declaring the intention to issue the City's Water Revenue Bonds in one or more series in a total principal amount not exceeding $22,000,000 for the purpose of defraying the cost of such improvements; directing the publication of a Notice of Bonds to be issued; providing for the holding of al public hearing and the publication of a Notice of Public Hearing; expressing official intent regarding certain capital expenditures to be reimbursed from the proceeds of such revenue bonds; fixing the maximum aggregate principal amount of the bonds, the maximum number of years over which the bonds may nature, the maximum interest rate that the bonds may bear and the maximum discount from par at which the bonds may be sold; and related matters

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

1. Consideration of Construction Agreement, in the amount of $1,524,025 with Mountainland Supply LLC, in a form approved by the City Attorney, for the for Fixed Base Automatic Water Meter Reading

System Installation Project P. 86 - 120

2. Consideration of a Resolution adopting a tentative revised budget for fiscal year 2008 and the budget for fiscal year 2009 for Park City Municipal Corporation and its related agencies P. 5 - 30
(a) Public hearing
(b) Motion to continue public hearing to June 4, 2009

3. Consideration of Master Festival License for Park City's 125th Birthday Bash Year Celebration to be held June 13, 2009 P. 121 - 132
   (a) Public hearing
   (b) Action

4. Consideration of Master Festival License for the Weekly Mountain Bike Series to be held in Round Valley on May 24 through June 17, 2009 P. 133 - 140
   (a) Public hearing
   (b) Action

5. Consideration of Pavement Management Program contracts, in form approved by the City Attorney with: (Agreements under separate cover) P. 141 - 146
   (a) Kilgore Paving for pavement overlays in the amount of $211,713
   (b) Intermountain Slurry Seal for slurry seals in the amount of $44,146
   (c) Ridge Rock Inc for crack seal in the amount of $47,250 and trail sealcoat sealing in the amount of $4,749
   (d) M&M Asphalt for asphalt rejuvenation the amount of $9,545
   (e) Precision Manholes for utility adjustments in the amount of $32,184

6. Consideration of Construction Agreement, in a form approved by the City Attorney, with Extreme Excavating & Landscape Inc for the construction of the Boothill Transmission Line Phase 2, in the amount of $107,483 P. 147 - 168

VII OLD BUSINESS

Consideration of an Ordinance annexing approximately 286.64 acres of property located at the southwest corner of the SR248 and US40 interchange in the Quinn's Junction area, known as the Park City Heights Annexation, into the corporate limits of Park City, Utah, and approving a Water Agreement, and amending the Official Zoning Map of Park city to zone the property in the Community Transition Zoning District (CT)
(a) **Motion to continue to June 5, 2009**

VIII ADDITIONAL DISCUSSION – AGENDA ITEMS

IX 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: 05/04/09
See: www.parkcity.org

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

May 2009

21 **Roger gone**
25 Memorial Day – City offices closed Monday (packets Tuesday)
28 **Candy gone**
Budget – work/public hearing
Land Management Code – Historic Guidelines
Waiver of building-related fees for the Snow Creek Cottages Housing Project, located at 2060 Park Avenue, Park City, Utah
Waiver building-related fees for the Fairway Hills Pump Station
Land Management Code – Historic Guidelines - public hearing TE/DB
9100 Marsac Ave, Montage – Condo Conversion [PL-09-00652] BR
445 King Road – Plat Amendment [PL-09-00653] BR
1775 Prospector Ave – Plat Amendment [PL-08-00382] FA
Construction Agreement for the Promontory Raw Waterline
Meter testing and repair contract – TL
Resolution adopting an interlocal agreement with the Snyderville Basin Special Recreation District - ice arena

June 2009

4 Budget – work/public hearing
Land Management Code – Amendments regarding the proposed Historic District Guidelines
Historic District Design Guidelines – work, public hearing, action
Public Art Advisory Board interviews
WALC traffic calming projects – HD (45 min)
Economic development grant – High West Distillery
Adoption of resolution - Personnel Policies & Procedures manual
Adoption of resolution - tentative budget
Adoption of resolution - fee schedule – public hearing
Adoption of resolution – Comprehensive Emergency Management Plan update
11 **Liza gone**
13 *125th Birthday Party – Main Street - Saturday*
18 Budget – work/public hearing
Library Board appointments
MFL – Gallery Stroll amplified music
575 Park Ave – Plat [PL-09-00684] KS/JM
Sergio ice cream franchise - PM
Adoption of resolution – final budget
Appeals of Deer Crest Hotel CUP – St. Regis Resort – Powder Run and Jeri Rice
MBA and RDA resolutions - budget hearings and adoptions
25 Final water bond resolution – public hearing/action
Final GO bond resolution – public hearing/action
Public Art Advisory Board appointments

July 2009

2 **No meeting**
3 4th of July holiday – City offices closed Friday
9

16
20 Inter-governmental breakfast – Monday - TBD
23
24 Pioneer Day – City offices closed Friday
30

Pending Items:
Performance measures - August
Reimbursement of building-related fees for the Fairway Hills Pump Station
For hire vehicles licensing
Ordinance amending Municipal Code Titles 1 and 2
Amendment to fee resolution - GRAMA
Resolution amending (or replacing) Resolution No. 20-07, adopting Affordable Housing Guidelines and Standards for Park City, Utah
Carrying capacity/market analysis survey
Wild land interface issues

City Council
Staff Report

Subject:	**OPERATING BUDGET**
Author:	**Bret Howser, Jed Briggs**
Department:	**Budget, Debt, & Grants**
Date:	**May 21, 2009**
Type of Item:	**Discussion/Legislative**

PARK CITY 1884

Budget, Debt, & Grants

Summary Recommendations:
Hold a public hearing on the City Manager's Recommended Budget. Provide direction concerning the operating budget options, reductions, and levels of service.

Topic:
Operating Budget (FY 2009 Adjusted Budget, FY 2010 Budget, FY 2011 Plan)

Background:
The City's budget process began in January with the Council Visioning Session. At that time, the Budget Department presented updated revenue projections which portrayed a budget shortfall of $3.2 million in FY 2009 and another $1 million in FY 2010. Staff also presented a shortfall reduction matrix which outlined a strategy for addressing the shortfall through operating budget reductions, capital reprioritization, and revenue enhancement. Council affirmed a "Minor" shortfall level according to the City's revenue shortfall policy. Staff committed to developing 5% and 10% operating budget reduction plans in addition to conducting a full re-prioritization of the CIP. Staff also received additional direction from Council at Visioning Session concerning other topics, requests, and discussions to include in the upcoming budget.

Department heads then compiled operating budget reduction plans to present to the City Manager during February and March. These operating reduction plans as well as any budget increase requests were considered during a series of meetings between functional teams and the City Manager. Portions of the 5% reduction plans, and in some cases portions of 10% reduction plans, as well as some budget increase options were then approved, denied, or modified with the intent of realizing an overall operating budget with little to no increase from 2009 original budget levels.

All existing capital projects as well as new capital request were evaluated by the CIP Committee during March for full re-prioritization. The CIP Committee worked with the direction to cover half of the projected shortfalls with a reduction of the General Fund transfer to capital. The Committee forwarded their recommendation to the City Manager in late March. The City Manager made final decisions on operating and capital recommendations in April.

On May 4, staff delivered the City Manager's Recommended Budget (Tentative or Proposed Budget) to City Council. On May 7 the Tentative Budget, Budget Overview, Recession update of FIAR, and CIP budgets were presented to Council. At this time, Council gave direction to further talk about the Racquet Club on May 28 and to have the Recreation Advisory Board review the Dog Park project. Public hearings are currently scheduled for May 21, 28, June 4, and June 18. Council work session on June 11 may be used for further budget discussion if the time is needed. Discussion/action is slated for these dates as follows, barring changes as needed:

May 21 – Operating Expenditures, 5% & 10% Reduction Plans, Departmental Presentations, Pay Plan, Benefits

May 28 – Special Service Contracts, Water Fund (Operating, Capital, Fee Changes), Fee Changes (Business License Admin Fee, Special Events Fees, Recreation Fees), Outstanding Budget Issues

June 4 – Budget Policies (Shortfall Policy), Personnel Policies and Procedures (P&P), Fee Resolution, Adoption of Tentative Budget.

June 11 – Outstanding Budget Issues (if necessary)

June 18 – Presentation & Adoption of Final Budget

Analysis:
On May 21 the Budget, Debt, and Grants Department will introduce the operating budget to Council, followed by each team presenting significant options and reductions from their departments. Again, this year managers were asked to determine budget options in three separate "layers": usual requests (options), a 5% reduction, and a 10% reduction. As usual, options/reductions were prioritized by teams (departmental groups) consistent with Council direction and City priorities. This helps the City Manager determine which options and which reductions would ultimately make it into the City Manager's recommended budget. A complete list of these options/reductions that were requested by departments and those recommended by the City Manager (organized alphabetically by team) are included on page 159 of the Executive Summary of the Budget.

City Manager vs. Departmental

Layers		FY 2009 Adjusted Budget	FY 2010 Budget	FY 2011 Plan
Options	**CM Recommended**	$88,097	$995,618	$1,373,613
	Departmental Requests	$99,097	$1,073,758	$1,770,560
5%	**CM Recommended**	$0	-$2,312,414	-$2,013,353
	Departmental Submittal	$0	-$2,966,410	-$2,669,760
10%	**CM Recommended**	$0	-$220,134	-$220,134
	Departmental Submittal	$0	-$4,744,935	-$4,358,050

Operating Increases/Decreases by "Layers" from the 2009 Original Budget (does not include Pay Plan, One-time and Technical Adjustments)

FY 2010 Budget Cuts

Team		Dept		FY 09 Bud	Increase/ Decrease	
Executive		CITY COUNCIL		$194,209		
		CITY MANAGER		$460,783		
		ELECTIONS		$0		
		LEGAL		$753,394		
		VENTURE FUND		$50,000		
		SPECIAL MEETINGS		$15,000		
			Subtotal	$1,473,386	-$105,444	-7.16%
Internal Services		BUDGET, DEBT & GRANTS		$354,617		
		HUMAN RESOURCES		$597,386		
		FINANCE		$644,645		
		TECHNICAL & CUSTOMER SERVICES		$1,140,681		
			Subtotal	$2,737,329	-$97,300	-3.55%
Public Works	Public Works	BLDG MAINT ADM		$1,090,803		
		FIELDS		$192,347		
		PUBLIC WORKS ADMIN.		$298,400		
		PARKS & CEMETERY		$1,342,240		
		STREET MAINTENANCE		$1,655,755		
		STREET LIGHTS/SIGN		$190,300		
		SWEDE ALLEY PARKING STRUCT.		$84,750		
			Subtotal	$4,854,595	-$113,840	-2.34%
	Water	WATER BILLING		$99,609		
		WATER OPERATIONS		$3,803,514		
			Subtotal	$3,903,123	-$55,021	-1.41%
	Fleet	FLEET SERVICES DEPT		$2,425,781		
			Subtotal	$2,425,781	-$124,089	-5.12%
	Transit	TRANSPORTATION OPER		$6,540,182		
			Subtotal	$6,540,182	-$491,529	-7.52%
	Golf	GOLF MAINTENANCE		$621,303		
Library & Recreation		GOLF PRO SHOP		$540,227		
			Subtotal	$1,161,530	$22,193	1.91%
	Library & Recreation	CITY RECREATION		$1,416,575		
		TENNIS		$475,160		
		LIBRARY		$760,374		
		ICE FACILITY		$812,881		
			Subtotal	$3,464,990	-$136,857	-3.95%
Sustain-ability		SUSTAINABILITY - VISIONING		$485,698		
		SUSTAINABILITY - IMPLEMENTATION		$411,703		
			Subtotal	$897,401	-$5,430	-0.61%
Public Safety		POLICE		$3,312,812		
		STATE LIQUOR ENFORCEMENT		$60,751		
		COMMUNICATION CENTER		$618,066		
		DRUG EDUCATION		$27,161		
			Subtotal	$4,018,790	-$23,927	-0.60%
Community Development		ENGINEERING		$418,161		
		PLANNING DEPT.		$888,556		
		BUILDING DEPT.		$1,517,760		
			Subtotal	$2,824,477	-$15,320	-0.54%
		City Total		**$34,301,584**	**-$1,146,564**	

Demonstrates operating budget cuts from the FY09 Budget to the FY10 Budget by Team. Note that the cuts do not account for Pay Plan, Technical, and One-time adjustments. In some cases revenue offsets are included as a budget decrease.

There was no across-the-board 5% cut, but a rather a concerted effort to only cut budgets where it would affect service levels the least. In other words, conscientious decisions were made by the City Manager to comb through every request and reduction and determine the most critical services the City provides and ensure that they stay in tact (consistent with Council goals). Therefore, in some cases, new budget requests were still recommended, despite the expansive budget cuts, where the City Manager found it necessary. Thus, departmental requests for new funding in FY 2010 totaled $1.1 million (City Manager vs. Departmental table), but only $995,618 is recommended. Also, in the FY 2010 Budget departmental submittals for a 5% reduction totaled $2.9 million, however, only $2.3 million was recommended by the City Manager to cut. Finally, for a 10% reduction departmental submittals totaled $4.7 million in FY 2010, but it is only recommended to cut $220,135 from departmental budgets. Most of the 10% departmental submittals for reductions would have drastically altered service levels. It was determined not to tap into this layer due to this fact; but if the economy were to worsen each department now has identified possible future cuts.

<u>Operating Expenditures (Departmental Budget Requests)</u>

Total Operating Budget Options by Fund
(Change from FY2009 Adopted Budget)

	FY 2009 Adjusted Budget	FY 2010 Budget	FY 2011 Plan
Fund 11 General Fund	$137,885	-$77,733	$426,291
Fund 12 Quinn's Recreation Complex	$0	$11,137	$35,343
Fund 51 Water Fund	$12,100	$113,387	$236,394
Fund 55 Golf Fund	$0	$112,033	$156,362
Fund 57 Transportation Fund	$92,000	$740,558	$1,072,238
Fund 62 Fleet Fund	$0	-$87,022	-$68,304
Fund 64 Self Insurance Fund	$309,580	$5,995	$5,995
Total	**$551,565**	**$818,356**	**$1,864,319**

Operating Increases/Decreases by Fund from the 2009 Original Budget (includes Personnel, Materials, Supplies, Services, Departmental Capital Outlay, and Contingencies)

Even with the extensive cuts, the FY 2010 Budget is still increasing citywide at a fairly subdued level when compared with previous years. Once technical options are included (e.g., Pay Plan, fringe update, health benefits, etc.) the FY 2010 Budget increases by $818,356 over the FY 2009 Original Budget. These technical adjustments will be explained in more detail further along in the staff report. However, the operating budget in the General Fund is still decreasing slightly, even after the technical adjustments.

(See Attachment A – Budget Option Descriptions)

Teams will present their recommended options to City Council on May 21. The following is a summary of each team’s options:

Public Works
<u>Water Operations & Billing</u> – The City Manager has recommended several options for the Water Department, which will all be offset with budget reductions. One is a Professional Development Plan, which is moving a Water Analyst III (N09) to a Water Analyst IV (N10). This option is zero-sum and offset with consulting budget money. Also, as part of the Transportation Reorganization, the Water Department is moving .25

of the Public Works Office Assistant II (N05) to a Public Works Office Assistant III (N06). Another budget option comes from the increase in credit card payment bank charges. It is estimated that this increase will be upwards of $12,000. Finally, the City Manager is recommending an increase of $4,500 for 800 MHz radios for Emergency Management.

For FY 2011 the City Manager is recommending $198,632 for the Quinn's Water Treatment Plan operations and maintenance. The new water treatment plant will be operational June 2010. The expense of the O & M needs to be added to the budget (e.g., utilities, maintenance, GAC replacement, and solids disposal). Instead of hiring additional, staff at this time, the contract services line-item was increased. The idea here is to contract out major repairs, if necessary, to allow staff to be focused on operations and preventative maintenance while the Water Department gains experience with the AMR and treatment plant. Budget reductions include $50,000 for the chemical line-item, $13,000 for take cleaning, and $10,000 for travel. These service level cuts should be minimal.

Fleet – The City Manager is recommending one option for this department. As part of the 2007 Interim Reorganization plan, Fleet is removing half of the Fleet and Transit Manager (E08) position. Four positions are getting re-classed: 2 Mechanic II (N09) positions and 2 Mechanic Assistant (N06) positions are getting moved to 2 Fleet Operations Team Leader (N10) positions and 2 Mechanic I (N08) positions. Fleet is also cutting two aspects of its budget: fleet efficiency ($41,432) and fuel reduction ($59,205). Fleet efficiency will cut materials, parts, and maintenance costs by 5% through aggressive inventory and control measures. Fuel reduction will require departments to reduce fuel consumption by 5%. These service level cuts should have a minimal impact.

Transportation – The City Manager is recommending several options for this department. The first recommended option is $92,000 (FY 2009) needed for the SR – 248 study; the state is contributing $30,000. This department is also going through a reorganization that was approved as part of Transit's 2007 Interim Reorganization. Half of the Fleet and Transit Manager (E08) position is removed entirely. Four positions are getting re-classed: Transportation Analyst IV (N10), Transit Supervisor (N10), Transit Shift Supervisor (N09), and Public Works Office Assistant II (N05) to the following positions: Parking and Fleet Team Leader (E06), Transit Administration Team Leader (E06), Operations Team Leader (N10), and Public Works Office Assistant III (N06). Also, as part of the Budget Department restructuring the Transportation Department is funding half of the new Grants Analyst contract position. With all the federal stimulus money coming to the Transportation Department, it is imperative that they have someone that can coordinate the application and monitoring of these federal grants.

Other Transportation options include converting radios to 800 MHZ ($15,900) and parking vehicle replacement ($25,000). Transportation is also increasing service to the IHC hospital (2.5 Bus Driver III), to Kamas (.5 Bus Driver III), to the Park and Ride (4 Bus Driver III), and to the Montage Hotel in FY 2011 (1.5 Bus Driver III). Many of these options are offset with revenues. It is anticipated that Transportation will receive federal grant money of $1.3 million in FY 2010 and just under $1 million in FY 2011.

Public Works – These General Fund departments have several options recommended by the City Manager, which are zero-sum once budget cuts are included. One is a Career Development Plan that is moving a Parks/Streets Parks III (N06) to a Parks/Street Parks IV (N08). This is offset with contract service budget. The Transportation Reorganization affects the Public Works Admin Dept as half (.5) of the Public Works Office Assistant II (N05) position is moving to the Public Works Office Assistant III (N06) position. Also, a quarter (.25) of a seasonal Parks III (T06) is recommended for Hillside Park in the Parks Department. This will enhance the maintenance there. The Streets Department needs an additional $25,000 to offset tipping fees (that have increased recently) for the Summit County Landfill as well as $26,750 for de-icing materials based on increased prices. There is also a total budget increase of $10,200 for 800 MHz radios for several public works departments. Finally, it is recommended to increase operating and maintenance (maintaining new sidewalks, signs, crosswalks, etc.) at a basic level of service for Walkability Projects. The total option amount is $50,974 and affects Street Maintenance and Street Lights/Signs Departments.

Again, these budget options will be significantly offset by budget cuts. It is recommended to cut one (1) seasonal FTE of Parks II (T04) position as well as materials and supplies from the Parks and Cemetery Department. This department along with Street Maintenance is cutting $88,000 from contract services. This includes a reduction in curb, gutter, sidewalk replacement, staff uniforms, training, and consulting. Public Works Admin is reducing contract services and travel by $14,000. This department along with Building Maintenance is cutting contract services ($17,500) for the transfer cost of the Old Town 2nd Can from City to residents. Building Maintenance will also be cutting $54,500 from their materials and supplies line-items. The Street Lights/Signs Department is cutting $9,600 from their signs and light repair line-items. There will be a reduction in sign and light replacement and an effort will be made to reuse signage. The Swede Alley Fund will be reducing contract services and chemicals usage $4,300. Finally, the Fields Department will be reducing supplies for sand and topsoil by $10,000. All of these budget cuts are expected to have a minimal service level impact.

Golf Maintenance – The City Manager is recommending one option for this department. This is a professional development plan to move one Parks/Golf Parks III (N06) positions to Parks/Golf Parks IV (N08). This is a zero-sum change as the increase is offset with a decrease in contract services. The recommendation is also to cut staff by 2%, which will not impact the playability of the course.

Library & Recreation

Golf Dept – The budget recommendation for this department includes three options: The most important of these is an increase in HOA fees ($55,000). The golf course will be required to pay HOA fees after the purchase of the Golf Shop space is completed. It will also be responsible to fund 48% of parking garage related expenses. The majority of the budget options will be offset with budget cuts ($18,400). There is a recommendation for a reduction in material supplies, consulting, telephone use, contract services, golf cart repair, range supplies, recruitment/training, meetings and travel, as well as inventory for resale. These cuts should be somewhat minimal. There is also a recommendation to cut staffing numbers to a minimum during the shoulder seasons. This service cut is at a more moderate level.

City Recreation – The City Manager has not recommended any options for this department, however, there were several budget cuts ($48,300): elimination of towels, water coolers, water cups; reduction of travel, mileage, office supplies, marketing, employee orientation, computer equipment, office equipment, repainting, signage, repairs, scholarship funding, Play Magazine and Recreation Advisory Board expenses. Most of these cuts have a minimal level of service impact.

Tennis - The City Manager has recommended two options for this department. One is an additional 1.25 of FTEs for the Tennis Pro (T12) position. The community needs assessment (that was completed in April 2007) identified a high unmet need for tennis lessons and clinics. This option includes all materials and supplies associated with that position and is zero-sum once the revenue offset of $112,788 is taken into account. Budget cuts include a reduction in travel and mileage ($1,100). Service impacts are very minimal.

Library – It is recommended to approve several options for this department including book price increases, periodical subscriptions, and an internet connection for the public. These options are somewhat small and combine to total $4,560. These options will be offset with team cuts and revenue offsets. It is also recommended to extend reciprocal borrowing beyond students to include individuals who work in Park City but live in Summit County (outside City limits). The total cost of this program is $24,824, however, it is anticipated that the County would fund half of it. Cuts include reduced expenses in memberships, conferences, training, printing, computer equipment, building, and office equipment ($17,000). These reductions should have a minimal service level impact.

Ice Facility – The City Manager is recommending several budget options for this department, however, these options end up being zero-sum once budget cuts and revenue offsets ($10,000) are considered. The major option requested is the change of the Marketing and Events Coordinator (N10) position from a contract position to a FTR. This position is offset with contract service budget ($72,000) as well as utility expense cuts ($10,071). Other recommended options ($11,578) include more sports officials, increases in postage, cleaning, maintenance, and utilities. Again, these budget options are being offset with budget reductions ($64,575) in materials, supplies and services; contract services; software; retail and marketing; and utilities. Service level impacts should be somewhat minimal.

Executive

The Executive Team (City Council, City Manager, and Legal Departments) is not recommending any budget options which would increase the City's operating budget.

Beginning in 2007, the Mayor and the City Council asked the City Manager to develop a succession plan for the organization. In the course of that effort and assessing position competencies, Council goals and workload, the staff has determined that the City has evolved to a level where a full-time Assistant City Manager is needed. There is no budget impact as it would essentially be a reclassification of the vacant Budget, Debt &

Grants Manager position. Demand on the City Manager's time is ever-increasing. The issues facing City staff grow more numerous and complex each year. An Assistant City Manager position would provide needed capacity and insight to address these issues thoroughly. It is anticipated that this position would handle a broad spectrum of duties and administrative responsibilities:

- Assist the City Manger and organization to achieve Mayor/Council goals
- Enhance communication within the City team structure and with the community
- Perform as acting City Manager during the absence of the City Manage

The City Manager is recommending various operating budget cuts from both the 5% and 10% reduction plans submitted by the Executive Team in excess of $100,000 or a 7.16% reduction from the FY 2009 Original Budget. These cuts would eliminate funding for outside legal services paid for from the General Fund rather than the Self Insurance Fund, reduce meetings, conference and travel budgets the City Manager and City Council Departments, reduce the Venture Fund budget, eliminate celebration funds in City Council budget (funds still available in Special Meetings), and postpone departmental equipment purchases in the City Manager Department. Visible impacts to the community's direct level of service should be minimal.

Sustainability

The Recommended Budget includes a mix of budget increases and operating decreases for the Sustainability Team. Total budget changes for the team would decrease operating appropriations by $5,430 or a .61% reduction from the FY 2009 Original Budget.

<u>The Community & Environment Team</u> - (formerly Sustainability-Visioning) is not requesting any budget increases. Recommended budget decreases include $11,000 from materials lines associated with community outreach programs, as well as $6,000 from travel and training lines. It is not expected that these cuts would significantly impact the department's ability to pursue high-priority Council goals.

<u>The Economy Team</u> - (formerly Sustainability-Implementation) is requesting budget increases of $15,000 for special event related materials and equipment, $16,000 to implement in perpetuity the increased level of service on backcountry trails which was included in the 2009 budget on a trial basis, and $25,000 for the Council-directed Park Silly Sunday Market economic impact analysis. The City Manager also recommends cuts including $12,000 from the contract services line and $7,800 from the capital outlay line. The reduction in contract services funding and capital outlay may limit the Economy Team's ability to implement fully Council directed priorities.

Also, during the 2008 Visioning, Council directed Staff to return during the budget process to discuss the Trails Master Plan service funding level for trails. Additionally, a Trails Coordinator contract position was funded and defined at a certain level of service for operations and maintenance of backcountry trails in the FY 2010 Budget.

Miles of Park City backcountry trails (not in resorts)	**35 miles** *(TMP LOS 2003)*	**85 miles** *(Current actual LOS)*	**85 miles** *(TMP LOS 2009)*
PCMC Operations and Maintenance costs	$6,072 (LOS 2003) **$173.50/mile**	$9,698 **$114.09/mile**	$16,000 **$188.23/mile**
PCMC Staffing	$42,000	$50,000	$60,000
Miles of Basin trails (all types)*	**90 miles**		
Basin Operations and Maintenance costs*	$26,000 (2008) **($288.90/mile)**		
Basin Staffing	$100,000		

***Basin does not currently provide a distinction in trails for the Operations and Maintenance budget**

The table above identifies staffing for backcountry trails including trail construction, maintenance, mapping, planning, regulation, risk management, inventory, participation in the development review process, coordination with community organizations, installation of signage, management of trailhead parking, closures, complaints, information, as well as other tasks associated with a back country trails system. Furthermore, there is a significant amount of overlap with the urban trails network and the overall walkability efforts of the City.

Finally, in the past, the Sustainability Team has shared an Analyst I position with the Engineering Department. The Recommended Budget would move this position full-time into the Building and Engineering function while backfilling with $15,000 in contract services funds in the Sustainability budget.

Engineering, Planning, & Building

Engineering - The only option recommended by the City Manager for this department is the addition of another .5 of an FTE to the Engineering Analyst I (N07) position from the Sustainability department. Currently, this position is split between the two departments. This option includes all materials and supplies associated with that position and is zero-sum since it's subtracting .5 of an FTE from one department and adding it to another. Budget cuts include $100,000 deducted from the engineering service line-item. Instead of using outside consultants to fulfill engineering inspection requirements, the department will use in-house building inspectors. Service level impacts should be minimal.

Planning - The only option recommended by the City Manager for this department is the addition of the Planning Architect (E08) position. This option includes all materials and supplies associated with that position and is zero-sum since it will be offset with a Planner II (E06) position as well as $27,440 of contract money. The department is also cutting $19,339 from their contract service line due to budget cuts. Service level impacts should be minimal.

Building - The only option recommended by the City Manager for this department is the addition of two contract employee Senior Building Inspector positions ($182,860). One of these contract positions has been in place since 1997 and the other since 2007 (due to increased workload). This option includes all materials and supplies associated with that position and is essentially zero-sum once all the other budget cuts are included from the team. Of these budget cuts there is $84,000 from the contract service line as well as $5,000 from the Environmental Management System line-item. Service level impacts should be minimal.

Public Safety
Police - The only option recommended by the City Manager for this department is the addition of another Senior Police Officer (N10). This position would backfill the position vacated when the School Resource Officer position went into effect on Jan. 1, 2009. This option includes all materials and supplies associated with that position and is essentially zero-sum once all the other budget cuts are included from the team as well as $41,000 of salary contribution from the School District. Of these budget cuts there is $93,700 taken from various line-items: Film/Photo Processing, Meeting/Conf. Travel, Vehicle Car Wash, Contract Services, Department Supplies, Uniforms & Clothing, Training, Equipment, Postage, Officer Equipment, and Cleaning & Maintenance. The elimination of the Reserve Coordinator Officer (T06) is also recommended. Service level impacts should be minimal.

Dispatch – The City Manager has recommended two options for this department. One is to cover the increased costs on the Spillman software maintenance contract ($8,154). The other is the addition of another Dispatcher position (N07). This option includes all materials and supplies associated with that position and is essentially zero-sum once all the other budget cuts are included from the team as well as a $27,745 reduction in the overtime line-item. Budget cuts include the elimination or reduction of pagers and cellular use ($7,000), which has no service level impact.

Human Resources, Budget, Finance, & I.T.
The Finance, Budget, HR & IT Team do not have any recommended budget options resulting in an increased budget. The team submitted one professional development request for the Analyst III position in HR, which has a full offset.

The team also proposes a restructuring of the Budget Department. This department previously functioned with a Budget, Debt & Grants Manager (grade Exempt 10) and two Analyst IV positions (grade Non-Exempt 10). The Department would now function with a Budget Officer (grade Exempt 6), one Analyst IV (grade Non-Exempt 10) and one contract analyst (equivalent of grade Non-Exempt 9). Half of the contract position will be paid for from the Transit Fund as the position will focus on grant coordination and compliance, including FTA grants. The remainder of the position is being offset out of existing materials budget. This results in a significant budget reduction to the department personnel budget as the Budget, Debt, & Grants Manager position is being cut. The savings will be used to offset an Assistant City Manager position in the Executive budget.

Several options from the team’s 5% reduction plan are recommended in this budget, totaling $74,000 in budget reductions. In large part, impacts to City services visible to the public resultant from these cuts should be minimal. The Finance department will defer operating capital replacement (office equipment, copier maintenance, etc). Human Resources will reduce materials expenditures for day-to-day operations as well as rely solely on electronic or online formats for employee benefit information, newsletters, and other communication. The Budget Department will discontinue publishing and mailing the Budget In Brief (mailer describing budget process to residents and outlining budget schedule, not to be confused with Citizen's Budget) as well as discontinue contracting with consultants for 3rd party analysis. Information Technology has restructured the City's cell phone plan, reduced software maintenance and training costs, and delayed equipment upgrades.

In addition to these cuts, the City Manager has recommended a $23,000 cut in the HR budget after employees supported reduced-scope City events (such as the Summer Picnic and Holiday Celebration) before any reduction in benefits or changes to the pay plan. Expenditures related to these events typically are paid for out of the HR budget.

Non-Departmental

Due to a request from the HMBA Board, the City Manager has recommended to increase the Business Improvement District (BID) fees. This would result in $14,703 of additional tax revenue and increase the fee $56 per merchant. The majority of the increase will go towards additional hours and pay for increased program costs. Also, it is recommended to budget $13,000 of HOA fees for the Marsac-Swede Condominium Complex, which will go toward maintenance. Finally, it is recommended to budget up the Self-Insurance Fund $309,580 for a liability payout (this money comes from Self-Insurance Fund balance). Other recommended options (e.g., Pay Plan, Fringe Update, and Health Insurance, etc.) in the non-departmental section will be discussed below.

(See Attachment B – HMBA Memo)

Pay Plan Adjustments

Park City implements a market pay philosophy in which positions in the City's pay plan are benchmarked against current market conditions in the first year of a budget biennium.[1] This involves conducting a study of similar positions (benchmarks) in other cities in the Wasatch Front and some Colorado ski towns. If a given position is found to be paid more than 5% below the average of the midpoints of the top five benchmarks (using total compensation value rather than merely wages) then the position is recommended to move to the next pay grade. These are referred to as market adjustments. Those positions without suitable benchmarks are sent to a committee to be evaluated and moved as necessary. In the second year of the budget, all pay grades (and therefore all positions) are increased by 2% to keep up with the market during the off year. Traditionally, market adjustments to the pay plan would increase the budget between $800,000 and $1 million, while a 2% adjustment in the second year may cost less than half that amount.

Due to current economic conditions and the need to reduce the operating budget overall, the City Manager is recommending an alternative approach to pay plan implementation during this budget cycle. Simply put, staff recommends that the City flip the two years of the pay plan, implementing a 2% across the board increase in the first

[1] Park City Municipal Corporation Employee Policies & Procedures; Section Six (6); pp. 20-25.

year, and waiting until the second year to make market adjustments. This would result in a $229,000 increase in the General Fund personnel budget in FY 2010 and an additional $513,000 in FY 2011 ($342,000 in FY 10 and $744,000 in FY 11 citywide). Staff feels that it would not be prudent to make the larger increase associated with market adjustments to the pay plan in the upcoming fiscal year as economic recovery is still quite uncertain. However, it is still important to maintain and display the City's commitment to paying employees at market, and this could be accomplished by including market adjustments in the second year of the pay plan, when sales tax revenue is more likely to have some degree of rebound. These market adjustments in the second year would, however, be adopted as a plan only, and should be reevaluated prior to FY 2011 in the context of updated revenue projections and market conditions.

Health Insurance Costs

Park City provides health insurance benefits for full-time regular employees. Traditionally, the City has covered the lion's share of the cost for monthly premium costs. In fact, the City currently pays 98% of the premium for employees receiving family health insurance, while single insurance recipients pay nothing out of pocket for their premium. Over time, this has become a unique practice as most other entities, even in the public sector, have drifted toward paying a smaller percentage of employee premiums as the cost of health insurance rises. Many cities pay closer to 80-85% of employee health premiums.

In recent years, the cost of Park City's health insurance has risen steadily and dramatically between 8-15% per year. To date, the City has picked up the entirety of the tab for these increases. This year, the City is currently negotiating health insurance prices with Regence Blue Cross Blue Shield, but preliminary discussions lead staff to believe that premiums are likely to increase between 10-15%. If the City were to handle the full cost of increase as usual, this could cost the City in excess of $400,000.

In light of the current recession and budget shortfall, staff conducted an employee survey soliciting ideas from the organization on methods of addressing the financial strain. One question on the survey addressed employee health premiums, and 68% of employees receiving benefits said that they would be willing to pay more than they're currently paying for their health insurance.

The City Manager's Recommended Budget includes a plan to pass on $50 of the estimated $120 monthly premium increase to employees. Employees with family insurance who used to pay $25 per month would now pay $75 per month. Under this scenario, the City would still be paying 94% of health premiums for employees, but the increase would only cost the City $210,000 ($131,000 in the General Fund). The City Manager met with employees on April 30, 2009, to communicate this plan and the news seemed to be well-received.

Vacancy Factor & Fringe Update

Park City budgets for full-time regular positions at the maximum wage each position could earn for a full 40 hours per week for 52 weeks. However, due to vacant positions and some employees being paid below the maximum allowed for a position at any given time during the year, the City spends approximately 7% less than is budgeted for personnel. This is referred to as a vacancy factor. For several years now, the City has recognized this vacancy factor in the budget by subtracting 7% of all position budgets out of each department's personnel lines.

However, while the 7% vacancy factor is typically realized for the City as a whole, it does not necessarily materialize on a department by department basis. Some may have smaller vacancy factors and others larger in any given year. For some departments, particularly smaller departments, subtracting 7% from the personnel lines has been major impediment for managing the budget.

This year, staff is proposing to remove those vacancy factor decreases from departmental budgets. Instead, the anticipated 7% vacancy factor will be recognized in a single non-departmental account which will be redistributed at the end of the fiscal year as part of the adjusted budget based on actual or observed vacancies.

While this adjustment is more technical than substantial in nature, it does have a visible impact on the City's personnel budget. In order to bring this change about properly, it is necessary to update the way the City budgets for payroll taxes and benefits. The goal is to make sure that each position is budgeted for the maximum cost which could be incurred for the position. The Budget Department reevaluated position budgeting and made adjustments related to worker's comp percentages, the FICA cap, single versus family health/dental premiums, housing and other allowances, and overtime time budgets. The overall net effect was a $310,000 technical adjustment to increase position budgets. This was offset with a reduction in a citywide personnel contingency account which was previously used to supplement departmental budgets which did not realize a 7% vacancy factor. However, the City's contingency accounts are grouped with Materials, Supplies & Services, so the personnel budget seems to increase while there is a corresponding decrease on the materials side. For the General Fund and Quinn's Ice Facility Fund, then, the net impact of this technical option is zero-sum.

Council Compensation

Compensation levels for Mayor and Council are typically reviewed during the first year of a budget biennium, along with market data for the City's pay plan. The process is similar to that of reviewing compensation levels for other City positions in the pay plan process. Benchmark data is gathered to show total compensation values in a peer group of cities which include selected cities from the Wasatch Comp Group. The average of the midpoint of the top 5 is calculated and Park City Council Compensation levels are set within 5 percent of that "market" level.

This year staff performed the same study of benchmarked data as described above. The same peer group was used as was settled upon during the budget process in 2007 *(see Attachment C)*. The data would suggest that Council members be given a $3,183 annual compensation increase and the Mayor a $534 annual increase to be in line with the market.

However, if Council approves the current recommendation for implementing market pay plan moves in the second year of the biennium for City staff, staff recommends that compensation increases for Council and Mayor be handled similarly. Thus, the

Recommended Budget reflects a 2% increase for Council and Mayor in FY 2010 and the previously-mentioned market adjustment in FY 2011.

(See Attachment C – Council Compensation Memo)

Lump Merit Pay

Full-time regular City employees are eligible for lump merit pay each six months based on performance. As this pay is not guaranteed, and therefore discretionary, it could factor into the City's strategy for budgeting and shortfall coverage. However, it is also strongly linked to employee engagement and therefore levels of service both in the short-term and long-term. Staff is convinced the City and its residents have historically benefitted from incentive structure and accountability fostered by the lump merit pay system.

In January, staff presented a shortfall recovery plan to Council at Visioning. This plan outlined a strategy to reduce the shortfall through capital expense reductions, 5% operating reduction plans, contingency restriction, and redirection of Resort Sales Tax. Staff approached the topic of lump merit pay restriction as a strategy for shortfall recovery, but only if projections worsened or if the other branches of the strategy proved unfruitful. Council directed staff to move forward with the proposed strategy.

Since January, projections have not worsened, and operating departments are on track to accomplish 5% savings over the second half of the fiscal year. Capital cuts were identified in excess of the $1.7 million outlined in the strategy. All of this has been accomplished with little to no noticeable impact on level of service. City staff carried out performance reviews in November 2008, at which time City employees laid out goals for the following review period. In some cases, these goals were associated with 5% operating expense reduction plans. The scheduled lump merits associated with the successful accomplishment of these goals would be due in after the review period, which closes on May 31, 2009.

At this time, the City Manager recommends that lump merit pay be awarded based on merit as normal for employees in non-executive levels of the pay plan (i.e., grades Exempt 6 and below). This is in accordance with the strategy previously outlined as well as Council direction on shortfall recovery received in January. In the Recommended Budget, non-executive levels of the pay plan would be eligible for lump merit pay in FY 2010 as well.

For executive levels of the pay plan (i.e., grades Exempt 7 and above), staff recommends that employees be eligible for lump merit pay only if the City achieves the goals laid out in the shortfall recovery strategy. Reviews would be performed as scheduled in May, but lump merit pay for employees in the executive level of the pay plan would be withheld until the completion of the fiscal year. If operating expense reduction targets are met, then these lump merits would be awarded. Otherwise, they would be forfeited. This plan was presented to the management team and generally well-received.

The FY 2010 Budget, however, does not anticipate eligibility for lump merit pay at the executive level. If a turn in the economy were realized, this decision could be revisited. But given current projections, staff believes it prudent to clarify expectations that the current economic situation will not allow for lump merit pay to be associated with the goals set by executive staff during the upcoming performance reviews.

Department Review:
This report has been reviewed by the Budget, Debt, and Grants and City Manager departments. Each department team has reviewed their own operating expenditures section.

Alternatives:

A. Hold a Public Hearing on the FY 2009 Adjusted Budget, FY 2010 Budget, and FY 2011 Plan requests and provide direction about budget issues.

B. Continue the Item: Time will be available in future budget meetings to address any outstanding issues. Council could choose to give additional direction at that time.

C. Do Nothing

Significant Impacts:
The City's budget must be balanced. Staff recommends that Council provide policy direction on budget issues. Any unresolved issues should be discussed by June 11 so that the Final Budget can be prepared for adoption on June 18.

Recommendation:
The City Council should follow the budget presentation schedule described above and provide direction concerning budget policies and issues if needed.

Attachments:
Attachment A
Budget Option Descriptions (Under separate cover)

Attachment B
Business Improvement District's Request

Attachment C
Council Compensation Tables

Date: **March 6, 2009**
To: **Brett Howser, Budget Officer; Lori Collette, Finance Director, Park City Municipal Office**
From: **Executive Committee, Historic Main Street Business Alliance**
CC: **Jonathon Weidenhamer, Max Paap, Tom Bakaly, Jim Hier, Mark Harrington**

On September 30 we submitted a report similar to this in asking for the City's consideration in increasing our BID fees for the 2009 calendar year. In response the City asked that we resubmit this request in concert with the City's budget review timeline. Enclosed please find the necessary materials for your review of this HMBA request. We on the executive committee have reviewed in detail each of the line items that contribute to this requested increase and we feel strongly that these elements are necessary for the successful management of the organization and the achievement of its goals under our current bylaws and the City's BID agreement. We have been cognizant of the state of the economy and have been very conservative in our approach to further increasing any merchant fees in association with our district but find that this increase (approximately a 33% increase) is necessary. Please note that the majority of the funding increase request is to further subsidize the salary of the HMBA's Executive Director. We did a budget analysis in the 4th quarter of 2008 and deemed the requested increase necessary to efficiently manage and fulfill the HMBA's obligation to its BID members. We found that the original operating budget submitted to PCMC in 2007 for the first year of the BID was not enough to reasonably compensate this position.

In addition to the spreadsheet which outlines the 2008 budget liabilities and the projected 2009 budget needs, we have included a detailed description of each of the line items that we are trying to fund and its importance to the success of our Alliance goals. Please note that it is our intention to present this budget for a vote at our annual membership meeting in April.

Thank you for your time in reviewing this consideration.

2009 HMBA Budget Projection

Total 2008 BID Funding $40,804.00

		2008 Budget Allocation	2008 Final	2009 Budget Projection
Administrative				
Administrative Hours Subtotal		*$17,402.00*	*$22,148.58*	***$30,000.00***
Marketing				
	Additional Branding (Creative Costs)	$3,000.00	$3,000.00	$3,000.00
	Web site	$13,000.00	$7,500.00	$3,000.00
	Kiosks	$1,000.00	$1,549.28	$3,000.00
	Kiosk Map Updates(Creative Costs)	$500.00	$745.00	$1,000.00
	Main Street Business Locator Maps	$1,000.00	$2,500.00	$2,500.00
	Electronic Business Directory	$440.00	$0.00	$0.00
Marketing Subtotal		*$18,940.00*	*$15,294.28*	***$12,500.00***
General Program Costs				
	Office Expenses	$1,000.00	$160.45	$1,850.00
	Director and General Liability Insurance	$1,300.00	$844.00	$844.00
	Meetings	$1,600.00	$847.60	$1,000.00
General Program Costs Subtotal		*$3,900.00*	*$1,852.05*	***$3,694.00***
Other 2008 BID expenses (unforecast)				
	Survey Monkey monthly fee	$0.00	$240.00	$240.00
	Constant Contact Monthly Fee	$0.00	$0.00	$240.00
	Annual Post Office Renewal	$0.00	$60.00	$60.00
	New branded membership collateral	$0.00	$3,597.97	$0.00
	On line Credit Card fee	$0.00	$7.00	$7.00
	Accountant services	$0.00	$250.00	$250.00
	Main Street Event Leveraging		$200.00	$1,000.00
	Chamber Dues	$0.00	$48.60	$50.00
Other operating expenses Subtotal		*$3,900.00*	*$4,403.57*	*$1,847.00*
		Estimated 2008	**Actual 2008**	**Projected 2009**
Program Totals Expenditures		**$40,242**	**$43,698.48**	***$48,041***
2009 Recommended Program Enhancements				
	National Main Street conference/membership			$2,500.00
	Additional District Branding			$3,500.00
	Main Street Gift Card Maintenance Program			$3,000.00
	Computer and Database software purchase			$1,350.00
Subtotal				*$10,350.00*
				Requested 2009
Total				**$58,391.00**

2008 Budget Summary

Expenses included in BID Funding *Total 2008 BID Funding $40,208.00*

sandy: 67 hours/mo.

sandy: 80 hours/mo.

		Budget Allocation	YTD	Balance	Projected Need *(through Dec 08)*	Source
Administrative						
Administrative Hours Subtotal		*$17,402.00*	*$8,946.68*	*$8,455.32*	*$10,560.00*	
Marketing						
	Branding	$3,000.00	$2,000.00	$1,000.00	$1,000.00	BID
	Web site	$13,000.00	$199.80	$12,800.20	$3,500.00	BID
	Kiosks	$1,000.00	$701.39	$298.61	$2,500.00	BID
	Kiosk Map Updates	$500.00	$720.00	-$220.00	$720.00	BID
	Main Street Business Locator Maps	$1,000.00	$2,500.00	-$1,500.00	$2,500.00	BID
	Electronic Business Directory	$440.00	$0.00	$440.00	$0.00	BID
General						
	Office supplies	$1,000.00	$0.00	$1,000.00	$300.00	BID
	Director and General Liability Insurance	$1,300.00	$844.00	$456.00	$0.00	BID
	Annual Refreshment Budget for Meetings	$1,600.00	$1,000.00	$600.00	$200.00	BID
Marketing & General Subtotal		*$22,840.00*	*$7,965.19*	*$14,874.81*	*$10,720.00*	

Other 2008 BID expenses (unforecast)		Budget Allocation	YTD	Balance	Projected Need	Source to date
	Survey Monkey monthly fee	$0.00	$119.70	$0.00	$119.70	BID
	Constant Contact monthly Fee	$0.00	$0.00	$0.00	$90.00	BID
	Annual Post Office Renewal	$0.00	$60.00	$0.00	$0.00	BID
	New Branded Collateral	$0.00	$0.00	$0.00	$3,600.00	BID
	On line Credit Card fee	$0.00	$7.00	$0.00	$0.00	BID
	2007 Holiday Promotion	$0.00	$1,090.11	$0.00	$0.00	BID
Subtotal		*$0.00*	*$1,276.81*	*$0.00*	*$3,809.70*	
Totals		**$40,242**	**$18,189**	**$23,330**	**$25,090**	

2008 Budget Summary

2008 Grant Funding

		Budget Allocation	YTD	Balance	Source
Marketing					
	2008 Main Street Tourist Brochures	$10,600.00	$9,733.37	$866.63	2007 Restaurant Tax Grant
	2009 Main Street Tourist Brochures	$10,600.00	$0.00	$10,600.00	2008 Restaurant Tax Grant
	Park Silly Sunday Market Radio	$6,000.00	$6,000.00	$0.00	2008 Restaurant Tax Grant
	Summer Sundays Print Ad	$2,500.00	$0.00	$2,500.00	PCCVB
Events					
	Holidelights on Main	$20,000.00	$0.00	$20,000.00	2008 Restaurant Tax Grant
	Holidelights on Main	$5,000.00	$0.00	$5,000.00	PCCVB
Totals		**$54,700**	**$15,733.37**	**$38,966.63**	

2009 Budget Considerations

Administrative Salary	$39-45,000	BID
Expenses (meetings, BID travel)	$3,000.00	BID
Membership Computer Software	TBD	BID
District Branding (lamppost banners, way finding)	$2,000.00	City? Capital Improvement?
Triple Quantity of Locator Maps	$7,500.00	Grant
Seasonal Advertising (pending Board direction)	$40,000.00	BID/Grants
District Sound System	$30,000.00	City? Capital Improvement?
Additional Budget requirements	**$82,500.00**	

2008 Grant Funding

		Budget Allocation	YTD	Balance	Source
Marketing					
	2008 Main Street Tourist Brochures	$10,600.00	$9,733.37	$866.63	2007 Restaurant Tax Grant
	2009 Main Street Tourist Brochures	$10,600.00	$0.00	$10,600.00	2008 Restaurant Tax Grant
	Park Silly Sunday Market Radio	$5,000.00	$6,000.00	$0.00	2008 Restaurant Tax Grant/HMBA
	Summer Sundays Print Ad	$2,500.00	$2,500.00	$0.00	PCC/VB
Events					
	2009 Holidelights on Main	$20,000.00	$0.00	$20,000.00	2008 Restaurant Tax Grant
	2009 Holidelights on Main	$5,000.00	$1,200.00	$5,000.00	PCCVB
Totals		**$53,700**	**$19,433.37**	**$36,466.63**	

HMBA Proposed Program Activities for 2009
Request for BID fee increase

Background

The HMBA was established in 1999 and effectively became the manager of Park City Municipal's Business Improvement District in the fall of 2007. Since that development membership in the organization, once voluntary, is now mandatory through a business/merchant assessment established in 2007.

This document will outline the HMBA's mission, goals and responsibilities, including a description of each of the requested budgetary line items in consideration for an increase in the 2009 merchant assessment.

HMBA Mission Statement:

The purpose of the Alliance is to promote, enhance and encourage activities and an environment that will be beneficial to the businesses in the historic Main Street area of Park City, and increase the profitability thereof, by developing a consensus of opinion and leadership through open communication among property owners, business owners, tenants, residents and governmental agencies involved within the boundaries of a special improvement district (the "District").

<u>Goals and Objectives</u> The goals and objectives of the Alliance are:

(a) Advertising, promotion, marketing and management of the District as an exciting, diverse, viable location for work, entertainment and residential usages that is active;

(b) Encourage maintenance and streetscape programs through better coordination of activities, and expanded operations;

(c) Manage the District's contract with trash removal services and create cost savings initiatives along with effective long-term recycling solutions for the Business District;

(c) Provide a forum for discussion concerning problems within the District and a mechanism for reaching consensus;

(d) To present a unified voice representing the District to Park City, Summit County, the State of Utah, and the general public.

(e) Coordinate and promote a calendar of annual events listing cultural, sports, special promotions and other activities within the District;

(f) Act as a liaison with various governmental entities and agencies.

Membership Benefits:

- Inclusion in HMBA tourist collateral (I.E., Business District directory distributed throughout Park City and Main Street Kiosks)
- Free business listings and links on the HMBA website (currently being completely redesigned)
- Access to our monthly e-newsletter that reports on important City news, events and happenings that impact our District.
- Access to over 250 businesses in your neighborhood. Each business is entitled to one free set of mailing labels each year for marketing purposes.
- Opportunities for additional marketing via the dozens of annual events that are held on Main Street each year. The HMBA works with the Chamber and the City to evaluate and help manage the impact of these events, and provides our members with additional targeted marketing opportunities where appropriate;
- The ongoing benefits of the HMBA's policy advocacy and ombudsman role, representing the interests of every business in the District.

2009 Goals

- Restructure HMBA Board of Directors roles to align with the national Main Street Four-point approach (Organization, Design, Promotion, Economic Restructuring) to vastly improve organizational efficiency
- Continue all current marketing programs via grants for special events and other tourism-driven initiatives
- Continue to revise www.rightonmain.org to increase visibility to the district and promote retail opportunities
- Implement the *Downtown Merchant Gift Card* to help drive local and tourism dollars to the Historic District (to be launched by summer 2008)
- Additional District branding to further personalize the District
- Continue to work with City, non-profit and for-profit event organizers to create marketable, economically positive event solutions for merchants while promoting the entire District as a dynamic, thriving area to live work and shop and recreate.
- Implement a comprehensive regionally appealing holiday program ("Holidelights on Main") that will create solid, unique marketing approach to get locals and visitors to Old Town for the typically four slow weeks between Thanksgiving and the week before Christmas (See CIP request);
- Continue to manage commercial trash services and provide cost savings through improved efficiency and scheduling
- Maintain a competitive stance with other commercial districts in the area to preserve and attract additional market share for existing and incoming businesses to the District

- Continue to work with Recycle UT and private haulers to provide effective, easy recycling solutions for the Business District, thus saving merchants money via a reduction in monthly trash service fees;
- Continue ongoing conversations with all businesses in the BID to further identify and respond to other areas of management that require attention

HMBA Proposed Program Activities for 2009
Request for BID Fee Increase

General BID FEE allocation Description

Administrative Hours

In spring of 2008 the Board of Directors elected to hire an Executive Director to manage and oversee the day-to-day activities and responsibilities of the Alliance. It was established that this position would be a contract position, with no associated benefits or full-time salary provisions. This job's responsibilities, and hours, can be encapsulated into the following categories:

Member Services

Includes creating and distributing monthly e-communications, quarterly mailings, attending board meetings, and conducting necessary follow up, coordinating the annual membership meeting, conducting annual elections and managing day-to-day communication and general merchant relations.

Downtown Event Management

Working with the city and non-profit and for-profit third party event organizers to properly assess and manage events in the District. Because the HMBA is not currently staffed or funded to create and implement its own events, we are grateful for opportunities that come to our District through outside sources. However, it is the HMBA's responsibility to ensure that the dozens of events that require major street closures or shopper diversion uphold the highest marketing opportunities to the permanent merchant profile, and therefore the HMBA takes an active role in working with the City and Chamber to help mitigate potential negative effects to the street via optimized marketing and merchant leveraging, and reducing impact on normal business practices. In addition, the HMBA receives grant and Chamber funding to help bring community-oriented activities to the street, like Halloween and Holiday programs. In addition, in order to attract more long-term loyalty from locals and visitors from the Wastach Front it is the HMBA's goal to form a business and retail promotion committee that will assess and plan for four annual event and retail promotions in the District, one for each season. This mission will help create additional energy and vitality to the District through fun, unique and targeted promotions.

BID Management

Since the County extricated itself from the management of trash removal in County business districts the HMBA has stepped up to manage Old Town's contract with Allied Waste, the current service provider. The HMBA formed a steering Committee that meets monthly to reduce costs via better management of service levels and is concurrently working with Recycle UT to create and implement short and long-term recycling solutions to improve Old Town's Green initiatives and further reduce trash fees district-wide per the reduction of cardboard and glass trash in dumpsters and compactors.

Marketing/Advertising

Although the Board of Directors has currently determined that it is not a major role of the HMBA to implement year-round marketing or advertising programs, the HMBA does play an active role in the creation and management of several marketing initiatives, including its District web site, www.rightonmain.org (redesigned and re-launched in November of 2008), the creation and implementation of new District Branding (see letterhead), annual updating and city-wide distribution of 50,000 business locator directories, annual printing of multi-state tourist brochures and maintenance of our website business directory. In 2009, the HMBA would like to increase its district branding exposure via co-op opportunities in the local papers as well as existing co op opportunities that may be available in SLC.

Other

Not accounted for in the original budget request, but identified as further administrative duties through the course of this first fiscal year (and also contributing the increased hours required for fulfillment of the HMBA's district responsibilities in 2009) are the following:

- Chamber of Commerce/City Relations
- Grant Writing/BID research
- General administrative (email, voicemail, accounting)
- Committee Management (I.E., Parking and Traffic)
- Economic Impact and Research

2009 Requested Program Enhancements

The following (as described below) is a budget summary and analysis of where the HMBA would like to allocate an increased budget in 2009 (and where funds were spent in 2008):

	2008	**2009**	**+Dif.**
Administrative Hours/Staff:	$22,148.58	$30,000	$7,851.42
General Program Costs (See itemized budget):	$2,657.65	$6,891	$4,233.37
National Ass. mbrship and Conference:	$0.00	$2,500	$2500
Marketing Activities:	$18,892.25	$19,000	$107.75
Total	$43,689.48	$58,391	$14,701.52

Administrative Budget Increase Request (53% of requested budget increase)*

The original BID request detailed $17, 402 for a salaried administrative person, the equivalent of 791 hours a year at the hourly rate of $22, or 65 hours a month. The YTD and projected 2008 administrative requirement are expected to come in at roughly $21539.08 or 979 annual hours (81.5 hours a month). The HMBA is requesting an increase in this line item to maintain its current Executive Director at a competitive rate of $30 an hour at 83 hours a month for a total annual expenditure of $30,000. This increase would account for 71% of the total budget increase.

*Please note that the HMBA cannot offer this position any benefits including paid vacation, full-time compensation, health or other benefits or a 401K, which requires us to be able to pay a higher contractor rate for a qualified individual. This part-time salary of roughly $30,000 a year is consistent with the mean salaries for the position as reported in the Utah Nonprofit Association's annual report on non-profit salaries and benefits.

In addition to increased administrative funding, the HMBA recommends the following expenditures be considered in approving program enhancements to its current budget assessment:

General Office/Operating Needs (29% of requested budget increase)

The HMBA is requesting additional funding in order to efficiently run its operations as follows:

Laptop Computer (Currently its director runs the entire HMBA operations from bother her home computer as well as an offsite office computer, neither owned by the HMBA.) $750

Database Software: The HMBA is requesting funding necessary to purchase professional database software ($600) to faster and efficiently manage the merchant, consumer, city and miscellaneous databases currently being stored in Excel, a program which is labor intensive, inefficient and limited in its capability in communicating with our various audiences. We have found software designed just for Main Street districts which will exponentially improve our efficiency.

This increase will also help cover operating costs like our annual PO Box renewal, on-line credit card fee, accountant services, chamber dues, phone bill, and our survey monkey and constant contact annual fees.

Total Requested Budget *$6891.00*

National Downtown Merchant Association Conferences and Memberships (17% of requested budget increase)

The HMBA would like to find a way to fund 1 trip annually for the Executive Director to attend conferences like the National Main Street Conference and the International Downtown Association's annual Downtown Conference (sample programs Addendum B). We strongly believe that these types of networking and think-tank opportunities will provide invaluable learning opportunities as the HMBA continues to work to improve and evolve the state of its downtown. This budget would also cover the annual membership fees associated with these groups.

Total requested budget *$2500*

Marketing Activities (1% of requested budget increase):

The HMBA is planning on keeping about the same budget in place for it marketing activities, not including event and retail promotions that are Grant and special event-funded. In addition to its regular maintenance and updates of its district website, Main Street business kiosks, and printing of the Main Street business directories, we would like to add the following enhancements to the program. We will not require additional funds, just shifting the funds we already have allocated:

District Branding

THE HMBA would like to further its 2008 initiative to create a solid, professional Brand for the Old Town Merchant District. 2007 saw the creation and launch of a new logo (see letterhead) and tagline (Right on Main) and its associated manifestations (business collateral, merchant membership window decals, transition into print and radio ads and the Main Street kiosks. We would like to get City approval to "own" a minimum of 15 of the 50 Main Street lampposts to annually display seasonal branded banners to further identify our business district, not unlike street branding displayed in other businesses districts (i.e., NOMA, Tanger, Redstone).

Main Street Gift Card

The HMBA is in the process of researching the creation of a Downtown Merchant Gift Card in order to drive both tourism and locals dollars to our downtown business district. This card is not the PC Locals card being marketed through a for-profit entity; it is an actual cash card that works like a Master Card ®. We are in the process of researching and assessing all available programs and options in order to settle on the best long-term program. We are aiming for this holiday season for a Tier I launch, if timing permits. Many business districts similar in profile to Main Street report the overwhelming success of such programs. The Downtown Boise Association reports this was the number one marketing element that brought significant dollars to their district. A total of 9,771 cards were sold in 2007 for a total of $349,817 (a 13% increase over 2006). Since the program was introduced 5 years ago total value of cards sold exceeded $1.6 million. We will be asking the chamber permission to use the $5000 in holiday grants to activate this program and are looking at an annual maintenance fee be built into our BID assessment

Total Marketing Budget allocation $19,000

Total requested budget increase for 2009 **$14,702.52 (+33%)***
***Approximately $56 increase per merchant annually**
(Based on 2008 total of 259 paid memberships)

CITY COUNCILOR

Entity	Population Estimate	Annual Salary	Ret	Health*	Dental*	Life*	401	457	Total Ben $	Total Ben %	Total Comp. Value
WEST VALLEY	126,000	$18,820.00	20.00%	$708.80	$80.58	$6.65	X	X	$ 9,552.36	20.00%	$32,136.36
STEAMBOAT SPRINGS, CO	11,100	$17,592.00	0.00%	$1,172.00	0	0		x	$ 14,064.00	0.00%	$31,656.00
OREM	92,000	$13,200.00	23.90%	$899.31	$108.52	$8.80	X	X	$ 12,199.56	23.90%	$28,554.36
ASPEN, CO	5,914	$20,400.00		$471.00	0				$ 5,652.00	0.00%	$26,052.00
BRECKENRIDGE, CO	3,500	$9,600.00		$1,326.00	$0				$ 15,912.00	0.00%	$25,512.00
ST. GEORGE**	75,000	$12,000.00	0.00%	$671.66	0	0		X	$ 8,059.92	0.00%	$20,059.92
CLEARFIELD	29,902	$8,880.00	13.00%	$669.74	$87.55	$16.50	X		$ 9,285.48	13.00%	$19,319.88
MOAB		$6,000.00		$1,100.00	0	$5.70			$ 13,268.40	0.00%	$19,268.40
BOUNTIFUL	42,534	$7,800.00		$805.60	0	$22.00			$ 9,931.20	0.00%	$17,731.20
SOUTH JORDAN	53,971	$10,600.00	13.61%	$391.98	44.65		X	X	$ 5,239.56	13.61%	$17,282.22
ROY	35000	$8,118.78	18.57%	$554.74	0	$10.00	X	X	$ 6,776.88	18.57%	$16,403.32
TELLURIDE, CO	2,352	$9,600.00		$406.00					$ 4,872.00	0.00%	$14,472.00
LAYTON	64,000	$13,130.00							$ -	0.00%	$13,130.00
DRAPER	38,000	$10,700.00	11.62%			9.4	X		$ 112.80	11.62%	$12,056.14
SPANISH FORK	30,500	$9,180.00	17.90%		$75.00			X	$ 900.00	17.90%	$11,723.22
DURANGO, CO	15,213	$5,999.76		$333.33	0	0		X	$ 3,999.96	0.00%	$9,999.72
KAYSVILLE	26,000	$6,000.00	18.00%						$ -	18.00%	$7,080.00
HEBER CITY		$6,000.00							$ -	0.00%	$6,000.00
GUNNISON, CO		$6,000.00						X	$ -	0.00%	$6,000.00
GLENWOOD SPRINGS, CO	8,887	$6,000.00							$ -	0.00%	$6,000.00
FRISCO, CO	2,621	$6,000.00							$ -	0.00%	$6,000.00
HURRICANE		$5,400.00							$ -	0.00%	$5,400.00
WASHINGTON TERRACE	8,600	$4,800.00							$ -	0.00%	$4,800.00

Current Comparison to Market

Average of top 5		$15,922.40	14.63%	$915.42	$37.82	$5.15			$ 11,475.98	8.78%	$28,782.14
Park City		$11,405.00	0.00%	$978.00	$85.00	$0.00			$ 12,756.00	0.00%	$24,161.00
Difference		-$4,517.40	-14.63%	$62.58	$47.18	-$5.15			$ 1,280.02	-8.78%	-$4,621.14
		-39.61%	0.00%	6.40%	55.51%	0.00%			$ 0.10	0.00%	**-16.06%**

Proposed Market Adjustment

Average of top 5		$8,670.00	6.50%	$811.75	$21.89	$11.05			$ 10,136.25	3.25%	$28,782.14
Park City		***$14,588.00***	***0.00%***	***$978.00***	***$85.00***	***$0.00***			***$ 12,756.00***	***0.00%***	***$27,344.00***
Difference		$5,918.00	-6.50%	$166.25	$63.11	-$11.05			$ 2,619.75	-3.25%	-$1,438.14
		40.57%	0.00%	17.00%	74.25%	0.00%			$ 0.21	0.00%	**-5.00%**

*Health, Dental and Life insurance are reported as monthly premiums
Dental, Health and Life premiums are in some cases paid together. When this occurs dental and life are reported as $0.
Aspen provides single health coverage only.
Breckenridge health includes $500 yearly for recreation

MAYOR

Entity	Population Estimate	Annual Salary	Ret	Health*	Dental*	Life*	401	457	Total Ben $	Total Ben %	Total Comp. Value
OREM	92,000	$26,400.00	23.90%	$899.31	$108.52	$8.80	X	X	$ 12,199.56	23.90%	$44,909.16
WEST VALLEY	126,000	$23,909.00	20.00%	$708.80	$80.58	$6.65	X	X	$ 9,552.36	20.00%	$38,243.16
STEAMBOAT, CO**	11,100	$23,436.00		$1,172.00	0	0			$ 14,064.00	0.00%	$37,500.00
ST. GEORGE	75,000	$30,000.00		$371.66	0	0		X	$ 4,459.92	0.00%	$34,459.92
ASPEN, CO	5,914	$27,900.00		$471.00	0				$ 5,652.00	0.00%	$33,552.00
BRECKENRIDGE, CO	3,500	$14,400.00		$1,326.00	$0				$ 15,912.00	0.00%	$30,312.00
BOUNTIFUL	42,534	$15,600.00	11.59%	$821.28	0	$77.81			$ 10,789.08	11.59%	$28,197.12
MOAB		$12,000.00	17.05%	$1,100.00	0	$5.70			$ 13,268.40	17.05%	$27,314.40
SOUTH JORDAN	53,971	$15,898.47	13.61%	$391.98	44.65		X	X	$ 5,239.56	13.61%	$23,301.81
TELLURIDE, CO	2,352	$18,000.00		$406.00					$ 4,872.00	0.00%	$22,872.00
CLEARFIELD	29,902	$11,640.00	13.00%	$669.74	$87.55	$16.50	X		$ 9,285.48	13.00%	$22,438.68
LAYTON	64,000	$21,800.00							$ -	0.00%	$21,800.00
DRAPER	38,000	$19,394.00	11.62%	$0.00	0	$9.40			$ 112.80	11.62%	$21,760.38
ROY	35,000	$10,053.58	18.57%	$554.74	0	$10.00	X	X	$ 6,776.88	18.57%	$18,697.41
SPANISH FORK	30,500	$14,100.00	17.90%		$75.00			X	$ 900.00	17.90%	$17,523.90
KAYSVILLE	26,000	$12,300.00	18.00%						$ -	18.00%	$14,514.00
HEBER CITY		$10,200.00	12.00%	$150.00					$ 1,800.00	12.00%	$13,224.00
DURANGO, CO	15,213	$8,999.00		$333.33	0	0			$ 3,999.96	0.00%	$12,998.96
FRISCO, CO	2,621	$11,400.00							$ -	0.00%	$11,400.00
WASHINGTON TERRACE	8,600	$9,600.00							$ -	0.00%	$9,600.00
GLENWOOD SPRINGS, CO	8,887	$8,400.00							$ -	0.00%	$8,400.00
HURRICANE		$7,200.00							$ -	0.00%	$7,200.00
GUNNISON, CO		$7,200.00						X	$ -	0.00%	$7,200.00

Current Comparison to Market

Average of top 5		$26,329.00	21.95%	$724.55	$37.82	$3.86			$ 9,185.57	8.78%	$37,732.85
Park City		$22,556.00	0.00%	$978.00	$85.00	$0.00			$ 12,756.00	0.00%	$35,312.00
Difference		-$3,773.00	-21.95%	$253.45	$47.18	-$3.86			$ 3,570.43	-8.78%	-$2,420.85
		-16.73%	0.00%	25.91%	55.51%	0.00%			$ 0.28	0.00%	**-6.42%**

Proposed Market Adjustment

Average of top 5		$26,329.00	21.95%	$724.55	$37.82	$3.86			$ 9,185.57	8.78%	$37,732.85
Park City		***$23,090.00***	***0.00%***	***$978.00***	***$85.00***	***$0.00***			***$ 12,756.00***	***0.00%***	***$35,846.00***
Difference		-$3,239.00	-21.95%	$253.45	$47.18	-$3.86			$ 3,570.43	-8.78%	-$1,886.85
		-14.03%	0.00%	25.91%	55.51%	0.00%			$ 0.28	0.00%	**-5.00%**

City Council Staff Report

Subject: Design Discussion for Bonanza Drive Reconstruction Project
Author: Matthew Cassel, P.E., City Engineer
Department: Engineering
Date: May 21, 2009
Type of Item: Informational and Direction

Summary Recommendations:

City Council should re-affirm direction given on January 24, 2008 regarding the design of Bonanza Drive (adoption of H.W. Lochner Study), re-affirm the approval of the recommendation from WALC regarding the tunnel construction under Bonanza Drive and provide direction on the final design of Bonanza Drive. The final design for Bonanza Drive is nearly complete, and prior to construction bidding staff wanted to check-in with City Council to ensure the design is consistent with policy objectives.

Background:

In August 2007 H. W. Lochner was hired by Park City to develop a corridor and pedestrianization plan for Bonanza Drive in anticipation of a critical waterline project that would necessitate major reconstruction in the roadway. The purpose of the plan was to outline and prioritize short-term and long-term improvements for roadway, bicycle and pedestrian facilities along Bonanza Drive and find the appropriate balance of the sometimes competing modes of transportation. The plan aimed to improve traffic flow, improve intersection operations throughout the corridor and provide bicycle/pedestrian access and safety. The plan provided short-term recommended improvements (2009 – 2016) and long-term recommended improvements (2016 – 2030). This project addresses the short-term recommendations.

On October 30 2008, H. W. Lochner was approved to start and complete the design of the recommended elements from the Plan as outlined below. Bidding is anticipated to occur in early summer with construction to occur during the second half of the 2009 construction season and all of the 2010 construction season. Along with the design of the recommended facilities, the contract with H. W. Lochner includes providing environmental, survey and geotechnical services and most importantly preparing and implementing a Public Involvement process.

The design includes raised medians along Bonanza Drive, installation of conduits and wiring for a traffic signal at the Bonanza Drive/Iron Horse intersection, acceleration lanes at Prospector Avenue, “no left turn” restrictions, Bicycle lanes, bus pull-outs (northbound and southbound), trail connection including a pedestrian tunnel at the Iron Horse intersection, mid-block pedestrian crossing, consistent 6 foot wide sidewalks, speed limit feedback signs, right turn lane at Iron Horse and lengthened southbound left turn lane at Deer Valley Drive. As part of this work, the existing sewer line will be relocated due to the pedestrian tunnel and replaced to SR-248, the existing water line will be relocated due to the pedestrian tunnel and a new distribution water line will be installed. Additionally, the intersection of Monitor and Kearns will be realigned allowing a consistent biking shoulder to be established along the length of Monitor Drive, adjacent to the cemetery (which was a specific WALC project).

The waterline is being designed by Bowen, Collins & Associates through their contract with the City's Water Department and incorporated into the construction plans. The sewer is also being designed by Bowen, Collins and Associates in a separate contract with Snyderville Basin Water Reclamation District (SBWRD) and incorporated in the construction plans.

Project Status:
The design kick-off meeting was held on December 17, 2008 and has progressed close to schedule. The design is now approximately 85% complete and is scheduled to be completed in early June.

Lack of resolution on numerous issues has required staff to look hard at breaking the project into two distinct projects so the critical waterline can still be installed this summer. This will cost the City for the splitting of the construction package into two packages but should realize future savings including not paying prevailing wages on this years portion of the project (no federal money used) and bidding out the second season project during the end of winter when contractors are traditionally most competitive

Analysis:
As part of this staff update, we have provided additional discussion about the proposed pedestrian tunnel at the Iron Horse/Bonanza intersection and the medians.

<u>Pedestrian Tunnel at Iron Horse and Bonanza Drive</u> – In previous meetings with City Council, direction was provided to construct the pedestrian tunnel at the location recommended by the H.W. Lochner study. Over the last few months, the physical location of the tunnel has been questioned. Staff would like to reaffirm City Council's direction on the pedestrian tunnel.

As our design consultants and City staff work through the final design for Bonanza Drive, numerous options have risen concerning the tunnel. These options are listed below:

1. *Continue with the tunnel location as currently designed* – This option continues with the direction previously provided by City Council and recommended by the WALC Committee and H.W. Lochner. Attached are the three different scenarios to accomplish the tunnel alignment.
2. *Eliminate the tunnel and install a traffic signal* – As part of this project, signalization of the Iron Horse Drive and Bonanza intersection was evaluated. H.W. Lochner studied this intersection and found that it does warrant a signal but only during the peak hours of traffic and only during the ski season. The Iron Horse/Bonanza Drive intersection will be wired for a traffic signal as part

of this project, the signal will be installed at a later date. During the March 26, 2009 City Council work session, staff indicated that we would evaluate the traffic movements through the intersection once construction is completed and then determine the appropriate time to install the signal light with Council input.

The Walkability Committee's highest priority project was this pedestrian tunnel specifically for its linkage of Poison Creek Trail and the Rail Trail, which met the goals of neighborhood and regional connectivity in addition to safety (separated grade crossing). To add additional perspective, the tunnel, based on the elaborate scoring system of the walkability study, was the highest ranking project scoring a 120, above the school crossing (103), the Little Kate/Lucky John sidewalk (98) and the Comstock sidewalk (76). Concern with this tunnel's location is that it funnels the pedestrians and bicyclists away from the properties that front the existing trail, which may ultimately hurt the businesses. It has been suggested that Bonanza Drive can be safely crossed using a traffic signal and thus eliminating the tunnel. This traffic signal option would keep the pedestrians and bicyclists at grade optimizing the business frontages to the trail, would be less costly and may handle left turns through the Iron Horse/Bonanza Drive intersection more effectively. It should be noted that the installation of a traffic signal at the Iron Horse/Bonanza Drive is not consistent with the General Plan (See Section 3.7.7 below). Staff finds the design as proposed in Option 1 includes alternatives to bringing people to grade from the tunnel entrances including a re-routed pathway and a stairway at each side of the tunnel.

3. *Locate a bridge across Bonanza at the intersection of the rail trail and Bonanza Drive* – Long term vision for the area may could include a bridge across Bonanza Drive at the rail trail intersection. This bridge would allow pedestrians and bicyclists to cross Bonanza Drive at separate grades, and then allow them to resume their travel to the Poison Creek trail via an at-grade trail crossing Iron Horse Drive. It is believed by adjacent private land owners the developer and their designers that a bridge trail connection may better fit into the future plans of the Iron Horse redevelopment area. Numerous significant issues, though, would need to be resolved including the constraints of the conservation easement for the rail trail, building demolition needs to construct the bridge and longer-range master planning in the Iron Horse District, before this bridge could be constructed. This option is a long term goal for the area and is currently being conceptualized by the developers for the NoMa redevelopment area. This option does not address the pedestrian movements associated with the Fireside and Iron Horse condominiums, which make up a large majority of the pedestrian traffic.
4. *Locate a tunnel across Bonanza at the intersection of the rail trail and Bonanza Drive* – This option was suggested because it could increase pedestrian and bike traffic across the Park City Mountain Resort (PCMR) and Iron Horse property frontages while decreasing the impacts to the existing Poison Creek. This tunnel would be located under Bonanza Drive immediately

north of the rail trail. Access from the east would be from a ramp spurred off the rail trail. The west end of the tunnel would terminate on PCMR's property. Access to Poison Creek trail would be via an at-grade trail ultimately crossing at Iron Horse Drive. If this option was followed, the impacts to Poison Creek would be minimized because of the smaller footprint along the east edge of Bonanza Drive between Iron Horse and the rail trail but may not address the pedestrian movements associated with the Fireside and Iron Horse condominiums.

Compared to Options 1 - 3 above, this option would basically require starting over on the design of the waterline, sewer and a section of the street alignment. Completion of all construction would still be accomplished by the fall of 2010, but the design for this option could push the construction of the transmission water line back to the summer of 2010.

Staff is planning to move forward and provide direction to our design consultant to proceed with option 1 above. After discussion, staff would like direction on whether to continue in our current direction or to investigate one of the other options.

<u>Purpose of the medians</u> – During the March 26, 2009 City Council work session, discussion occurred concerning the medians and the timing for installation of sections of the medians (during Bonanza Drive construction or at a later date). Staff would like to reaffirm the direction on the installation of the medians during the construction.

The design concept for Bonanza Drive includes the installation of a raised median. Controlled left turns would be permitted only at the intersections of Prospector, Munchkin, Park City Plaza's drive and Iron Horse. Raised medians provide several safety benefits. They physically separate opposing directions of travel and control left turns and other movements across the median translating into fewer conflicts, greater safety and more uniform arterial speeds. It is generally recognized that raised medians reduce delays and improve traffic operations. Additionally, pedestrian traffic is generally improved with center medians. They can improve the walkability of the corridor by providing a refuge for pedestrians crossing the street and calming traffic. Improved sidewalks and bike lanes will be added to Bonanza Drive as part of this project. The addition of these elements will increase the corridors use by non-motorized users. A fine balance needs to be found between the businesses needs, road uses and increased safety for pedestrians and bicyclists. The medians intent is to help with this balance by controlling the location of the left turns into the multitude of drives and side roads while providing more efficient use of the remaining available left turn locations.

In Section 3.7 - General Plan Element VII Transportation, discussion occurs concerning the importance of Bonanza Drive and the major congestion already being felt in this area. The General Plan provides guidelines for Bonanza Drive including:

> "The major traffic congestion area is Bonanza Drive. Bonanza functions as both a through route for to and from Deer Valley and Main Street and well as access

to the land uses in the Park Bonanza District. The five driveways on the West side of Bonanza and three driveways on the east of Bonanza cause much of the congestion. Changes in the area land use will change traffic patterns and timing. Re-development and intensification of uses has the high potential to create additional traffic."

"3.7.6 Every effort should be made to reduce intersections with the roads surrounding the project area. Minor roads and driveways should be combined and directed to acceptable intersection locations. Individual drives and parking accesses should be discouraged and considered for elimination during re-development planning. The desired objective is to smooth the traffic flow along Bonanza and reducing the need for expansion of Bonanza due to redevelopment within the Park Bonanza District."

"3.7.7 Development within Park Bonanza should be planned so as not to cause Bonanza Drive to be widened. Traffic signals along Bonanza are strongly discouraged"

"3.7.11 Inadequate space for bicycles exists along Bonanza Drive. Adequate space should be provided or a separate bicycle route planned on internal connector streets in the District."

"3.7.12 Pedestrian circulation and walkability within the District are key elements to accomplish the overall goals for the district. Sidewalks are required along the entire perimeter of the district. Sign plans, walking routes, snow removal and parking must take in to consideration and illustrate how pedestrian and bicycles are promoted and accommodated in designs."

Improvements to Bonanza Drive as part of this project will accomplish many of the elements of the General Plan listed above. The raised medians allow the control of movements within the corridor without the need for combining minor roads and driveways or having to eliminate existing individual drives along Bonanza Drive. Bicycle lane usage and pedestrian circulation will be improved by controlling turning movements within the corridor and the overall traffic flow should be smoothed by using the raised medians.

It is staff's recommendation to continue with the raised medians in the project extending from Deer Valley Drive (SR-224) to Kearns Boulevard (SR-248).

Department Review:
This report has been reviewed by City Manager, Planning, Public Works, Sustainability, and Legal. All issues have been resolved.

Significant Impacts:

Any significant changes to the design and the direction of the design would have the following impacts:

Pedestrian Tunnel Relocation - With the project design nearly 85% complete, any significant changes will require us to pay for the redesign. Plans are nearing completion to relocate numerous utilities around the existing location of the tunnel, and the final grade elevations at the intersection of Iron Horse/Bonanza were significantly adjusted to account for the pedestrian tunnel. If an alternate location is determined for the tunnel, the Iron Horse/Bonanza would need to be redesigned and the alternate location would need to have all the utilities relocated to account for the pedestrian tunnel.

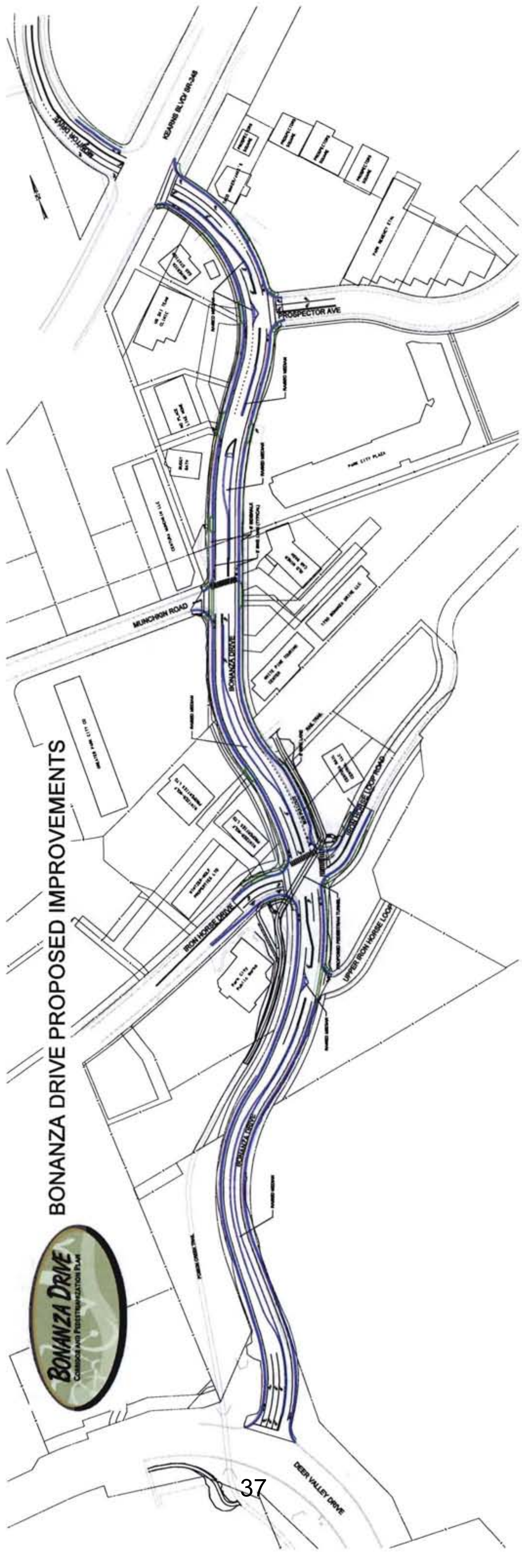
Anticipated Construction Costs – UDOT has just recently notified consultants to cut their construction estimates by 15% for upcoming projects. With our anticipated construction costs estimated to be approximately $5.6 million, we would see a possible reduction of $840,000 for a total anticipated construction cost of $4.76 million by bidding the project out this summer.

Federal Funding – The existing funding is relatively stable and should not be vulnerable to a delay, but requested future federal funds, especially possible stimulus money, may not be available if our project is not "shovel ready" (start construction within three months).

Recommendation:
City Council should re-affirm direction given on January 24, 2008 regarding the design of Bonanza Drive (adoption of H.W. Lochner Study), re-affirm the approval of the recommendation from WALC regarding the tunnel construction under Bonanza Drive and provide direction on the final design of Bonanza Drive. The final design for Bonanza Drive is nearly complete, and prior to construction bidding staff wanted to check-in with City Council to ensure the design is consistent with policy objectives.

Exhibits – Bonanza Drive Improvements plan
WALC January 7, 2008 meeting minutes
May 22, 2008 City Council minutes
Trail Option Medium
Trail Option Minimum
Trail Option Preferred

BONANZA DRIVE PROPOSED IMPROVEMENTS



WALC Committee minutes **DRAFT**
January 7, 2008
City Council Chambers

Members present:
Meg Steele, Kathy Kahn, Roger Harlan, Bo Pitkin, Carol Potter, Adam Strachan, Carolyn Frankenberg, Liza Simpson, David Chaplin, Alex Butwinski, Evan Russack, Shirin Spangenberg, Jan Wilking

Members Absent: Joe Maslowski (excused), Rob Lea (excused, alternate present)

Staff present:
Jonathan Weidenhamer, Matt Twombly

Item	**Discussion**	**Action**

Meeting Called to Order (Carol)

Quorum is present (David)

Review of By-Laws (Carol)

Adoption of January 2 Meeting Minutes

- **Adoption of Jan. 2 Minutes slated for next meeting.**

Public input

- Tom Hurd asked how the Committee would incorporate all of the background studies; Landmark, Lochner, Interplan, into the recommendation process.

Bonanza Reconstruction

- **Eric DeHaan, City Engineer, presenting the Conceptual Designs for the Bonanza Reconstruction.**
    - Discussion followed was that of providing the best location and alternatives for all user groups.
    - Crosswalk alternatives and the prevention of Jaywalking.
    - Drainage issues were discussed for a tunnel below the waterline.
    - Cost of the tunnel throughout the construction process and where the money would come.
    - **Alex calls for a motion to initially agree with the tunnels conceptual design and address additional tunnel features, such as artwork, at a later date.**

- **A vote to recommend the Lochner design and layout of an approximate (8’x10’) pedestrian tunnel under Bonanza Dr.**
- **WALC also agreed to the preliminary cost estimates + 15% contingency = $1.15M as a placeholder.**
- Further pedestrian crosswalks at Iron Horse, Sidewinder and on Bonanza were discussed as well as the implementation of the crosswalks.
- Bikelanes along Bonanza were discussed as part of the Lochner design. Lanes will be part of the Bonanza reconstruction process and the implementation costs of the bikelanes will not come out of the WALC bond.

Tier I & II issues

- Project Alternatives for Projects in Tiers I & II
- Background Materials concerning Issues in Tiers I & II
  - **Committee agrees to review the background information provided by staff on the Park Meadows project alternatives.**
    1. **Landmark Study**
    2. **Interplan Report**
    3. **Staff Reports on Little Kate/Park Meadows.**
- Bo asked the Committee to address all issues within the Park Meadows area as one.

Next meeting (Carol)

- Next meeting is set for January 14th, 2008. 4:00pm-6:00pm in Council Chambers.

Meeting Adjourned (Carol)

MAY 22, 2008 City Council Minutes

Mr. Howser explained that the Council funded the Landmark Walkable and Bikeable Community Study in 2006 and funding was approved for capital projects for operations and maintenance; $1.8 million is budgeted for projects and $89,000 for operation and maintenance. When the $15 million bond passed, the Council created a citizens advisory committee, WALC, to recommend how the bond proceeds should be spent.

Jon Weidenhamer directed members to his staff report outlining recommended projects by WALC and he spoke about the allocation of the $15 million bond proceeds. The operations and maintenance costs are another consideration as well as the level of maintenance on projects. He asked for feedback on five projects outlined in the packet and invited public input during work session and/or the budget public hearing during the regular meeting.

Representatives of WALC included Carol Potter, Carolyn Frankenberg, Alex Butwinski and Adam Strachan. The Mayor relayed his appreciation of the work accomplished by the committee and Alex Butwinski thanked staff for its support. He referred to the mission statement, explained the concept of *complete streets* and the challenge of retrofitting streets. Mr. Butwinski also commended the group for reaching consensus. Safety was a major concern of WALC followed by community benefit, and of course, to balance benefits with costs. Adam Strachan commented on the number of projects considered and focusing on the top five tonight. The top priority of the committee is the portion of Park Avenue from Dan's to Jan's or The Spine, which is different than the Spine System. The group allocated $4.1 million to The Spine project which contemplates a separated eight foot bike path, and he hoped this could be accomplished within five years. The other four include Bonanza, the tunnel under SR248, Little Kate/Lucky John, and Comstock. He noted that the committee recommends decreasing the speed limits in all neighborhoods to 20 mph or lower. Lighting for The Spine should be installed and a public education component implemented when the town becomes totally walkable and bikeable. Mr. Butwinski reiterated that the group reached consensus on everything and based its analysis on complete streets, safety, connectivity, and return on investment. Approximately 10% of the bond is uncommitted or about $1.5 million which dovetails with the10% typically assigned as a contingency to City projects. He urged Council to take the recommendations seriously. The Mayor invited public input.

Tom Hurd, Thaynes Canyon resident, stated that he reviewed available studies. He could not find any safety problems and contacted the Police Department to explore accident history in designated areas. There were no fatalities, injuries or ambulances called that he could find. He also researched *The Park Record* with no success. Safety is not an issue in his mind. He felt that none of these actions remediate safety problems and that the improvements relate more to recreation, making decisions discretionary. The $3.5 million needed to build a tunnel under SR248 could be better used toward hiring crossing guards. If a tunnel is built, there still has to be crossing guards.

Stacey Demolski, Park Meadows resident, relayed that she read the report and supports projects, but is concerned about installing rolled curbs rather than high back curbs. Cars can easily drive and park on them creating a safety issue.

Kyle Jenson, 18 year Comstock Avenue resident, explained that he was involved with petitions as early as 2002 relating to problems on his street. Prospector receives over 2,200 vehicles per day and the average incoming speed is 31 mph and 38 mph for outgoing. With regard to the sidewalk project, he estimated that 65% of the neighborhood is opposed to losing its parking and 90% of the residents are against a sidewalk being installed. Spending $550,000 to build a sidewalk when an existing lane already exists doesn't make any sense. He described a plan using paint and signs to delineate pedestrian and bike lanes and suggested that there be a trial period to evaluate this approach and to determine if a sidewalk is really needed. The problem is SR248. He relayed that many cities change the number of traffic lanes to fit the flow in the mornings and the afternoons and hoped this can be considered. Mr. Jenson again urged Council to try something simple and to use the existing pavement and signage to solve most of the problems on Comstock Avenue. Mayor Williams clarified that the percentages cited represent Comstock residents only because he knows there are differing opinions on adjacent streets. Discussion ensued about the potential of losing landscaping with the installation of a sidewalk and trying other options first. Kyle Jenson pointed out that losing parking on one side of the street will create a parking problem somewhere else.

Mark Olson, Comstock resident, agreed with Mr. Jenson's comments. He stated that he lives on the east side where parking would be removed and losing parking is not a benefit to anyone. He detailed walking patterns and concluded that a sidewalk would not be beneficial because it won't be used. Clearing the sidewalk during the winter may also be a problem for homeowners. Recreation or commercial vehicles often do not fit in garages and will not fit in a driveway with a sidewalk intersecting it.

Joe Kernan asked that the committee respond to these comments and Adam Strachan explained that WALC expected complaints from neighbors about losing parking and landscaping if the whole right-of-way is needed. When looking at the project for the general public, WALC looked at the amount of use and user types and did not feel it safe to walk in a vehicular travel lane separated only by a painted line. A separated sidewalk seemed appropriate and the design was a compromise to minimize disrupting landscaping. Jim Hier stated that because there are options, he is inclined to place this project in another category for further study, but to earmark its funding in the budget. Prohibiting left hand turns on Comstock may help tremendously. Liza Simpson added that the group allocated $400,000 to the project and anticipated hiring a traffic engineer.

Shirin Spangenberg stated that the neighborhood held several meetings where there were at least 30 representatives so the project received a lot of input.

The Mayor interjected that the plan targets 2010 as the implementation date and the idea of striping or signing can be implemented as early as next year. He relayed that according to traffic engineering standards, once sidewalks are installed speeds will increase because of the perception of safety, acknowledging that this approach is counter-intuitive to many people. He agreed with Mr. Hier to continue to examine

Comstock and to have the money available if it is decided to install a sidewalk. Mr. Strachan felt this is fine as long as something is done. Alex Butwinski added that with regard to Mr. Hurd's comments, safety was not the only consideration and all items were scored to determine community benefit. There was discussion about recent incidents.

Cynthia Sanabal, resident of Wyatt Earp, hoped that her neighborhood would be addressed before 2010.

Joe Kernan preferred high back curbs on The Spine but not necessarily everywhere in town. Carolyn Frankenberg felt that rolled curbs give drivers the perception of a larger roadway and more places to put their cars and high back curbs should be installed on all major connecting streets. Candace Erickson pointed out the number of cars parked on the rolled curbs on Deer Valley Drive forcing pedestrians to walk in the road. She believes high back curbs are appropriate on Little Kate, Monitor and Lucky John.

Evan Russack agreed with Roger Harlan about the problem of creating a perception of safety when in fact, the improvement may not create a safe situation.

There was discussion about high back curb costing about double of a rolled curb and having a shorter lifetime.

Kathy Kahn, WALC, understands if Council wants to reexamine the recommendation for Comstock but emphasized that the committee's recommendation mirrors the Landmark recommendation.

Rob Lee, WALC, felt it appropriate to install high back curbs on The Spine but not necessarily in the neighborhoods.

Carol Potter, WALC Chair, complimented the group again on consensus-building.

Roger Harlan supported high back curbs and a sidewalk on the north side of Little Kate to the Monitor Drive intersection, encouraging use of the Monitor Drive sidewalk to Lucky John to the schools (rather than building a sidewalk connection on Lucky John). Liza Simpson agreed with Mr. Harlan's comments and added that the sidewalk on Monitor should be widened with high back curbs and that the Lucky John and Monitor intersection should be realigned. Jim Hier did not want to make a decision on this tonight acknowledging the three Lucky John Drive residences where landscaping would have to be removed to accommodate a sidewalk. Candace Erickson stated that the sidewalk has evolved into a recreation trail connection and she is undecided about the extent of the project. Alex Butwinski interjected that this is more than about kids walking to school, but creating a connection for walking and biking in Park Meadows. Removing landscaping was based on the needs of the entire community. Carolyn Frankenberg emphasized that school kids will not use the sidewalk on Monitor Drive even though it's only 3/10ths of a mile longer to school.

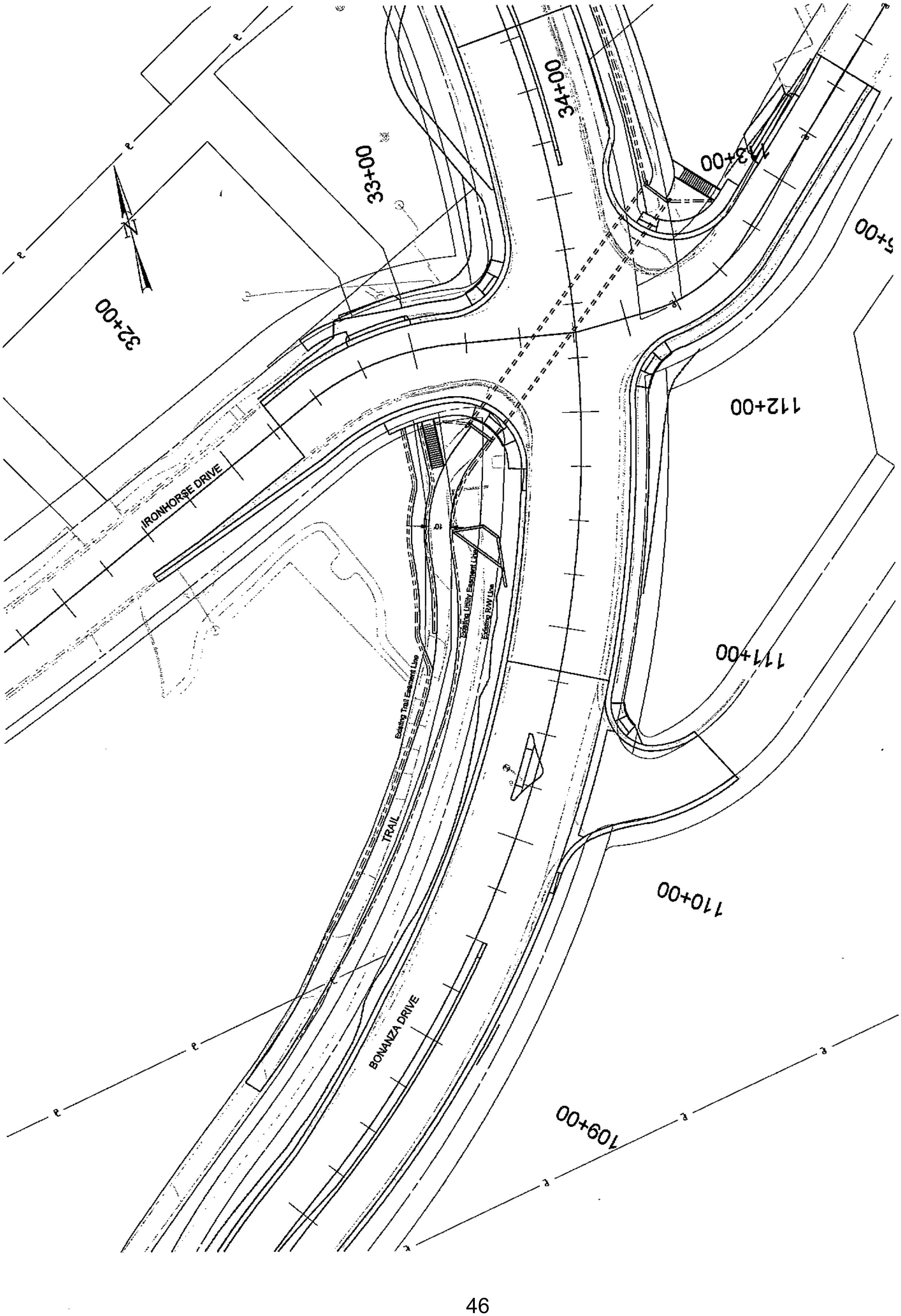
Roger Harlan addressed the responsibilities of the Council in wisely spending the $15 million. He felt that people should use sidewalks already constructed and building the portion of sidewalk on Lucky John at the taxpayers' expense seems out of balance. He didn't feel bicyclists will use the sidewalk and spending $500,000 for a few children doesn't seem to reflect good stewardship of the City's finances. He spoke about other neighborhoods with no sidewalks. Adam Strachan pointed out that the public overwhelmingly supported the $15 million walkability bond and the appointed committee is a sample of the community at large. WALC struck the best balance it could with the revenue available. Mr. Harlan restated his preference of ending the sidewalk at Monitor but installing high back curbs. Mr. Strachan commented on the importance of encouraging citizens to use a system which will become more popular over time. Mr. Hier spoke about the high use of Little Kate for the entire Park Meadows area and this is more than getting six to eight kids to school and the connection would become part of an overall trail system. Adam Strachan pointed out that the projects are all interconnected. Jim Hier noted that the Racquet Club improvements may prompt the potential for more traffic on Little Kate.

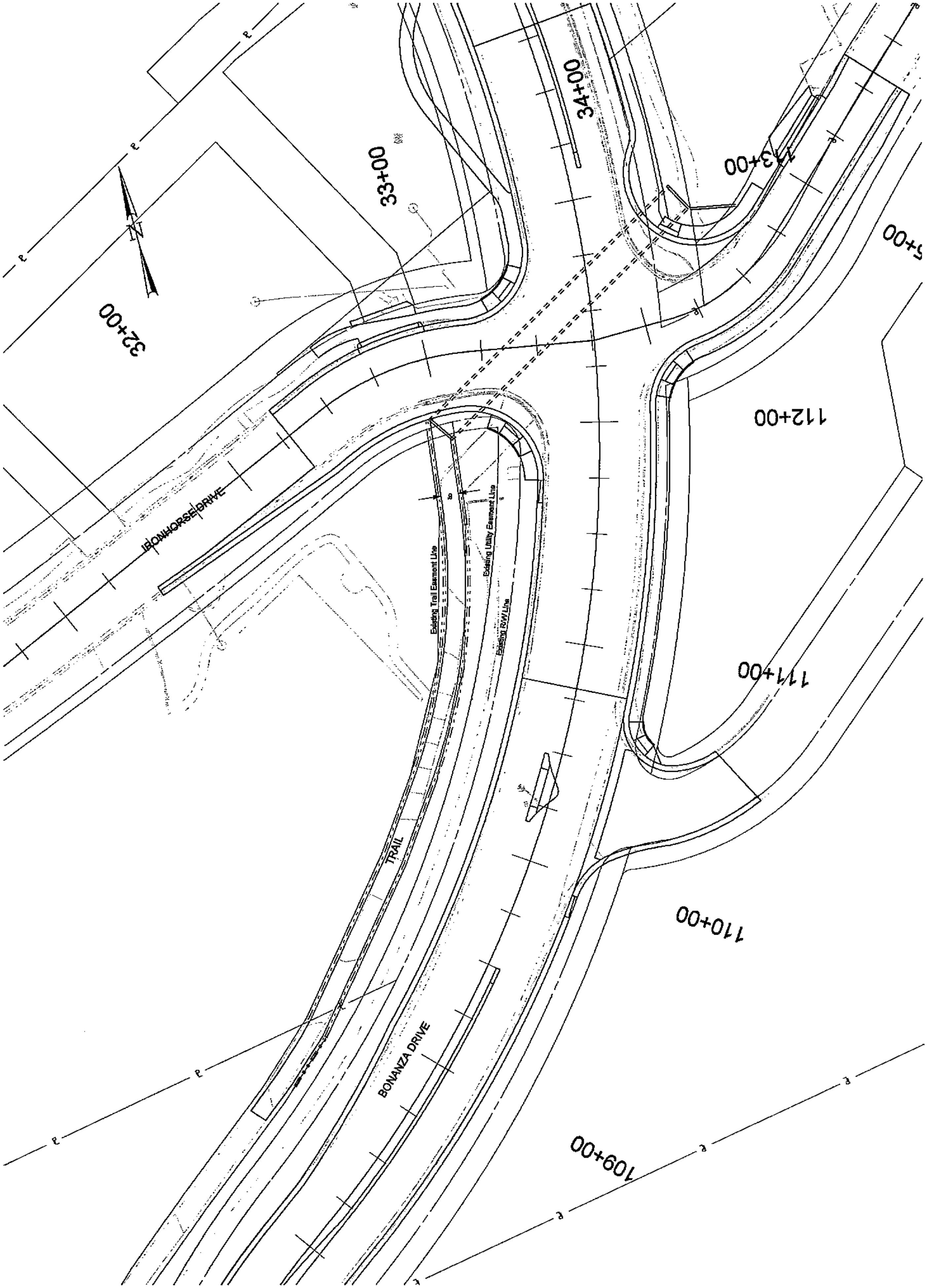
Joe Kernan stated that WALC improved The Spine concept from the Landmark Study and felt that improvements should be located where people actually walk. Dana Williams pointed out the number of *goat trails* in Prospector. He stated that he initially shared Roger Harlan's opinion about the sidewalk portion on Lucky John but has changed his mind because of trends with use on the North 40, although he feels terrible about removing landscaping. It is very difficult to determine if this is for the greater good. Candace Erickson recommended that after the projects are underway to focus on educating people on bike safety. Evan Russack referred to the WALC recommendations on public relations and marketing the system which includes an educational component.

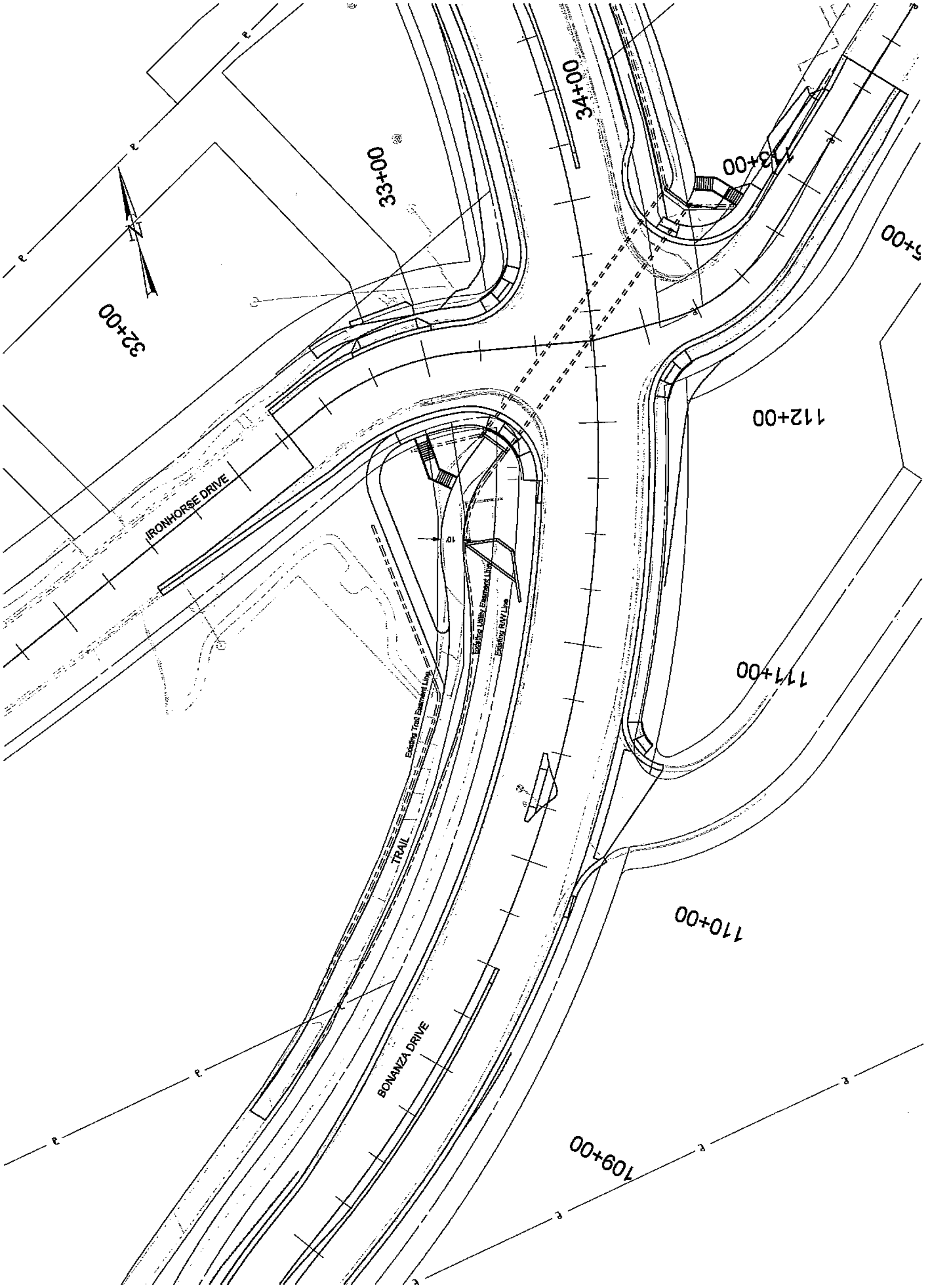
Cynthia Sanabal, resident, felt that high back curbs belong in the Prospector neighborhoods. Jon Weidenhamer indicated that it may require removing mail boxes and creating a mail box kiosk for the neighborhood.

Tom Bakaly advised that the Little Kate project is slated for 2009 not 2010. Jim Hier asked for initial cost information, the cost for a sidewalk ending at Monitor and the cost for the Lucky John and Little Kate connection. Candace Erickson noted that much of this information is included in the report. The City Manager explained that the money could be budgeted this year and Liza Simpson expressed that she is comfortable with establishing a placeholder in the budget for the project. It was pointed out that the bidding process would begin in the early fall.

Prepared by Janet M. Scott, City Recorder


N
32+00
33+00
34+00
112+00
111+00
110+00
109+00
IRONHORSE DRIVE
Existing Trail Easement Line
Existing Utility Easement Line
Existing R/W Line
TRAIL
BONANZA DRIVE


32+00
33+00
34+00
113+00
112+00
111+00
110+00
109+00
IRONHORSE DRIVE
Existing Trail Easment Line
Existing Utility Easment Line
Existing R/W Line
TRAIL
BONANZA DRIVE


34+00
33+00
32+00
113+00
112+00
111+00
110+00
109+00
IRONHORSE DRIVE
BONANZA DRIVE
TRAIL
Existing Trail Easement Line
Existing Utility Easement Line
Existing R/W Line
10'

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
APRIL 30, 2009

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Hugh Daniels, EOC Manager; Phyllis Robinson, Public Information Officer; Linda Tillson, Library Director; and Diane Foster, Sustainability Manager

Katie Mallaly, Summit County Health Department Emergency Response Coordinator; Insa Riepen, Executive Director and Jeremy Lund, Chairman

1. Emergency Operations Center update. Hugh Daniels spoke about the School District's decision to close schools until Monday based on the discovery of three probable H1N1 cases within the Park City School District. The Health Department is the lead agency and he EOC began operating in the Park City Police Facility at about 6 a.m. this morning. City staff was joined with representatives of the School District, Health Department, a state epidemiologist, and the Summit County Emergency Manager. He relayed that the Center is working well and this incident has been a good exercise. There is a centralized information phone line staffed by the City and the Health Department which may continue in operation through the weekend. Phyllis Robinson explained that the press release explains the suspension of youth recreation and library programs through Monday pending results from the CDC. The information line has been well used and advertised through local and regional media. Working with public information officers from other agencies has been very beneficial in getting out a consistent message and the City is basically in a holding pattern until the results are released by the CDC. The Chamber has been involved in working with its membership and letting the public know that Park City is open for business. In response to a question from Joe Kernan, Katie Mallaly explained that one of the issues with tracking is that HIPPA laws restrict access to patient data so the program would have to be voluntary. Roger Harlan commented on the inconvenience and delays of sending samples to the CDC in Atlanta to be tested as opposed to regional centers. Ms. Mallaly stated that she understands the Utah Health Department can only test so far but the kits will probably be disbursed to regional agencies as soon as possible. If the tests come back positive from the CDC, the schools will likely be closed through next week but this is at the discretion of the School District. There was discussion about access to the drug Tamiflu which can only be prescribed to people who have diagnosed flu symptoms. She emphasized that H1R1 is considered a mild flu, 36,000 people in the U.S. die from the flu a year, and contracting the flu is preventable. Ms. Robinson noted that she feels this has been a strong wake up call about the threat of pandemic and how quickly things could travel. Candace Erickson commented on the unfortunate negative impacts of media coverage on this issue.

2. Council questions/comments. Jim Hier commented on the Chamber meeting on Tuesday which focused primarily on the budget. Transient Room Tax is forecasted at $3.6 million which is down from the previous year's $4.8 million but may not be conservative enough. He noted that the Chamber cut back on operational expenses and tried to maintain a 70/30 split between programs and operations. Liza Simpson thanked Pace Erickson for a tour of the potholes and asphalt repairs. Candace Erickson commented on the Summit County Board of Health meeting where the swine flu and air monitoring was discussed. The air quality monitor results revealed that Park City averages 10 ppm or below with the exception of one episode where the air quality was measured at 27 ppm; 30 ppm is considered elevated. This program will be continued every year to make sure that the range is maintained. Unfortunately, monitoring can not be conducted every day because the equipment is sensitive to temperature and pollen levels but the County purchased the equipment. The Health Department plans to be in its new building in October or November which will be shared with the Peoples Health Clinic. Mayor Williams stated that he, staff and representatives from MIDA just returned from meeting with members of the Air Force Real Estate Division in San Antonio. This was a good collaborative effort and it was helpful to gain an understanding of the chain of command. Air Force Day on Main Street is scheduled on June 6 and the Air Force Band will perform at the Egyptian Theater.

3. Cost sharing for Library Reciprocal Borrowing Program. Linda Tillson explained that this is a follow-up to a request from Roger Harlan who informally approached the Board of Education during a meeting about participating in the funding of the reciprocal borrowing program. She pointed out the high number of children between the ages of 5 to 18 benefitting from the program who don't live in the City limits, which is funded half by Park City and half by Summit County. She explained that Superintendent Ray Timothy asked that a formal proposal be brought before the Board, clarifying that Mr. Harlan also wrote a letter requesting support from the School Board with no consequence. Jim Hier suggested that pursuing funding from the District is probably a waste of time. Candace Erickson referred to the $21,000 cost of the program and felt that overhead and staffing costs need to be detailed when asking the District for $7,000. Ms. Tillson explained that staff analyzed impacts of the program to budgeted line items so the information is available.

Roger Harlan described his request at a School Board meeting many months ago, where the success and the cost of the program were shared. He then was encouraged to put his request into writing, which he did. Council members indicated a willingness to drop the matter. Liza Simpson discussed the importance of tracking participation and costs of the program and suggested not dealing with pursuing funding from the School Board now but perhaps considering it in the future; all members agreed.

4. Recycle Utah Annual Report. Diane Foster introduced Insa Riepen, Executive Director; Jeremy Lund, Board President; and Lola Beetlebrox, Educational Director. She disclosed that she served on the Board of Directors and is now on the Advisory Board of Recycle Utah. Insa Riepen introduced members of the Board in attendance at the meeting. Through a PowerPoint presentation, Ms. Riepen discussed the uniqueness of Recycle Utah because of its ability to manage programs, including the solar challenge and wind power. Pride in Your Park is its annual spring clean-up day scheduled on May 15 and Earth Day is always celebrated with events. She discussed partnering with others and promoting business recycling, the green builders consumer trade show, and the reusable bag program. Every classroom is visited by Recycle Utah a year and the 9th Annual Water Festival was held last week which was attended by almost 400 4th Graders and more than 40 professionals from state and local agencies. Ms. Riepen explained the many benefits of the compactor used for packing foam waste. She discussed working with other organizations in the community to strengthen programs and outreach efforts. Recycle Utah is very thankful for the additional space at the Center recently provided by the City.

Jeremy Lund explained that Recycle Utah's fiscal year ends in August and through a PowerPoint presentation, described that 2008 yielded high commodity prices and as a result 53% of revenues were derived by activities at the Center; 20% from government grants and 27% from community support. Usually these categories are equal. Expenses were fairly typical representing roughly 80% spent on programs, 13% on overhead, and 8% on fund-raising. However, even with high commodity prices recycling efforts lost almost $100,000 in 2008 but operations and support from the City and the public last year resulted in a profit. Mr. Lund discussed the dramatic reduction in revenues this year and discussed the cry for help to the community in December who responded. In 2008, Recycle Utah raised $118,000 which was up from $76,000 in 2007 and in the first half of this year alone, almost as much was raised as in all of 2008 thanks to support from the community. Another successful fund-raiser was held at Squatters and Mr. Lund feels that citizens value what Recycle Utah has to offer. Although the situation has improved since December, $10,000 a month is being lost. He thanked Council for reinitiating the PSAs encouraging residents to voluntarily contribute a fee to use the Center. Insa Riepen expressed that she hopes the presentation this afternoon has demonstrated that Recycle Utah is more than a recycling drop off center. She thanked the City Council for its support during these hard economic times and Liza Simpson commented that recycling is very important to many citizens. Candace Erickson discussed her experiences at and appreciation of Recycle Utah serving as City Council liaison to the organization.

4. PC Heights annexation. Mark Harrington referred to his staff report in the meeting packet. Originally, a progress report was contemplated to be given tonight and a public hearing held before Council in late May but there have been recent developments involving both applicants, the Plum-Boyer group and Talisker who are conceptually considering new alternatives which will potentially affect the time line. The infrastructure cost sharing agreement as it relates to improvements at the SR248 intersection and the private cost sharing arrangement between the parties continue to be of interest to staff.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
APRIL 30, 2009

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Library and Education Center on Thursday, April 30, 2009. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Pace Erickson, Operations Manager; and Clint Dayley, Golf and Parks Superintendant.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Citywide Clean-Up – Pace Erickson reported that dumpsters will be installed and neighborhoods and available from Thursday, May 7 through May 12. The Mayor suggested a recycling component and Mr. Erickson stated that staff is working with Recycle Utah on a combined program for 2010 and there will be signs this year at the dumpster sites about recycling. Discussion ensued on citing contractors for dumping construction debris at these locations.

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

None.

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")*

1. Consideration of award of concession contract for the Park City Golf Club to Silver Star Market and Café for five year terms in the amount of $500 per month for the first two years, $550 a month for the next two years and $600 month for the final year of the contract, in a form approved by the City Attorney – Jim Hier suggested that the contract include performance criteria and a default clause because of past problems with concessionaires at the ice rink and at the Racquet Club. Craig Sanchez agreed and assured members language would be added and approved by the Legal Department. The Mayor invited public input; there were no comments. Jim Hier, "I move we approve the contract with the Silver Star Market Café for a five year term as outlined in the staff report and as modified as requested in a form approved by the City Attorney". Liza Simpson seconded. Motion unanimously carried.

2. Consideration of award for Lawn Care Services, in a form approved by the City Attorney, in an amount not to exceed $74,445 for the first three year term and optional $52,176 for second 2 year term to Ground Maintenance Services Inc. – Clint Dayley

explained that this is a three year contract with a renewal for an additional two years for lawn care for 21 areas throughout the City. GMS had the contract in 2003. He explained that the City has contracted this work out for the past 18 years because the cost is reasonable and it alleviates staffing and storage issues. Roger Harlan expressed that the contract seems fair. Liza Simpson, "I move we award the contract for lawn care services, in a form approved by the City Attorney, in an amount not to exceed $74,445 for the first three year term and an optional $52,176 for the second 2 year term to Ground Maintenance Services Inc.". Joe Kernan seconded. Motion unanimously carried.

V ADDITIONAL DISCUSSION – AGENDA ITEMS

VI 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 3 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; and Mark Harrington, City Attorney. Candy Erickson, "I move to close the meeting to discuss property and litigation". Roger Harlan seconded. Motion carried unanimously. The meeting opened at approximately 4:10 p.m. Jim Hier, "I move to open the meeting". Liza Simpson seconded. Motion unanimously carried.

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

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
MAY 7, 2009

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

Tom Bakaly, City Manager; Polly Samuels McLean, Assistant City Attorney; Hugh Daniels, Emergency Operations Manager; Kent Cashel, Transportation Manager; Bret Howser, Budget Manager; Matt Twombly, Project Manager

Katie Mallaly, Summit County Health Department Emergency Response Coordinator; and Brent Tippets, VCBO

Absent: **Council member Candace Erickson**

1. Council questions/comments. Roger Harlan commented on the professional manner the Emergency Operations Center was operated which was recognized by outside agencies and is real compliment to City staff. He also mentioned the National Day of Prayer event. Joe Kernan stated that he attended a Chamber seminar on marketing and spoke about protocol for emails. Liza Simpson reported on Visioning, including the photo and interview projects and a meeting she attended at the Peoples Health Clinic. She commented on the mandatory emergency training for employees and Council members last year which turned out to be very beneficial in consideration of the recent H1N1 situation. The Mayor noted that he attended the PHC and Visioning meetings. He is pleased how manly people Visioning has touched and Ms. Simpson added that participation is representatives of a cross-section of the community. Mayor Williams spoke about attending a Board meeting at the Egyptian and participating in The Follies. He was also very proud of the operation of the EOC and looks forward to a wrap-up report.

Mayor Williams expressed interest in further regulating property management companies to better financially protect property owners. Jim Hier explained that the reason a trust is not required for rental units less than 30 days is because a real estate license is not required for this type of rental. A real estate license is required to manage a home owners association under the guidance of the Division of Real Estate but nightly rentals do not fall under any oversight from the DRE. He suggested working with the state legislature to amend the law while still allowing hotels and motels to operate without a real estate license. Establishing procedures, monitoring and enforcing this type of law would be significant for the City while it is already in place with the state and perhaps the ULCT would be helpful in lobbying an amendment to state code. Mr. Hier pointed out an additional level of complexity; property management companies not located within City boundaries but managing properties within the City. Mayor Williams asked for information on the practices of other resort communities.

2. Emergency Operations Center update. Hugh Daniels explained the after-action scenario where key players produce a report with recommendations for changes to improve operations. The EOC opened Thursday, April 30 and operated through Monday, May 4. He thanked Council members for supporting the emergency program start-up and looking into the future which is not always easy to do.

Katie Mallaly reported that there are 27 confirmed and 22 probable cases and commented that numbers will jump because the testing equipment is now available in Utah. She commented on working with the faculty at the schools on identifying and dealing with sick kids. Ms. Mallaly spoke about the success of the Center which was a group effort and the importance of networking. Joe Kernan asked what would have happened if the flu strain was stronger. Ms. Mallaly felt that in this instance, schools and businesses would be closed; everyone has a proactive stance and has a role in preventing the disease whether it is staying home when sick or staying home to stay healthy.

3. Stimulus bill. Kent Cashel advised that the formal name for the bill is the American Recovery and Reinvestment Act of 2009 and Utah will receive $1.6 billion. The objectives of the effort are to get the money out on the street as fast as possible and to create jobs. The programs being considered for funding are weighed on these criteria. He explained that in December 2008, the City Manager requested that a committee be formed to coordinate the City's efforts in procuring stimulus funding.

Initially, working through a lobbyist to obtain the funding was a consideration but the federal government decided to work with existing state and federal grant channels to distribute the money quicker. He referred to his staff report outlining potential funding for projects including water shed operations, petroleum reduction technology, and/or police programs. The City received confirmation from UDOT today about its positive recommendation to the FTA to award Park City $3 million. The City is pursuing EPA grants and partnering with other smaller transit agencies in the state to purchase hybrid buses. Energy efficiency grants are being monitored by staff and the Water Department received a $2.5 million loan. If the award is not spent because of project delays or problems, it will be taken back and reallocated so there will be subsequent rounds of funding.

Joe Kernan commended the City Manager and staff in exploring this opportunity and all Council members in attendance agreed.

4. Ironhorse Transit Facility Project. Kent Cashel explained that a contract in the amount of $1.18 million appears on the agenda for consideration tonight for the design and engineering of an extended transit storage and maintenance facility at 1053 Ironhorse Drive. This is the culmination of nearly five years of work and the Shortline parcel was initially considered but the property was subsequently sold and in January 2006, a more detailed 20 year planning study was conducted when it is anticipated that the regional transit fleet will grow to 64 buses. A joint public works utility team was formed with Summit County and met over a year. Members reviewed a parcel inventory throughout western Summit County, in and around Park City taking into consideration distances from the center of operations and the Ironhorse site became the clear optimal site. In February 2007, Summit County and the City executed a letter of intent stating that both parties agree to cooperate on the financing, design and construction of a joint transit operations facility at the Ironhorse location. He noted that once that was executed, environmental work was done on the site and a grant was submitted to the FTA for construction funds. Environmental clearance was received last summer and the FTA approved a $2.5 million grant toward the construction of the facility. Stimulus funding in the amount of $3 million also seems likely.

He referred to his negative recommendation in his staff report regarding seasonal employee housing on the site because of restrictions on federal funding but he felt that the transit facility could be built in a fashion that would not eliminate the possibility of housing in the future. There is no federal funding available for a seasonal housing component right now and there may be additional costs in master planning the site, but it's worth looking at again. Mr. Cashel reiterated the amount of work invested in the project and identifying the Ironhorse location. One key consideration is its proximity to the center of transit operations, not only today but in the future while other sites were located on the corner of the field of operations. Fuel and maintenance from remote sites could incur $250,000 a year and over the long run represents a substantial amount of money in operating costs. He spoke about staffing one facility at the Ironhorse location with mechanics as opposed to two centers. He emphasized that the project is consistent with the letter of intent, the FTA funding is in place, and there are opportunities for stimulus funding. If another site is ultimately selected, this funding is lost because it is site specific and linked to the environmental plan.

Liza Simpson stated that transit is largely operated with seasonal employees and the plan does not preclude building seasonal housing on site in the future. Roger Harlan expressed his support of awarding the contract to Cooper Roberts & Simonsen. Jim Hier stated that he has been closely involved in the project since 2006 and fully supports it going forward. The Mayor invited public input.

Charlie Wintzer, Ironhorse commercial property owner, stated that the City has been a great neighbor to his properties and the location makes sense. He also agrees with Ms. Simpson that this would be a great site for seasonal housing and hoped this could be incorporated in the future. Redeveloping the area is underway and he encouraged staff to keep people in the area informed with regard to the design of the facility.

Jim Hier added that the last concept for the project is much less impactful than previous designs. Joe Kernan believed this is good for transit but hoped that the Planning Commission will be involved in master planning the NOMA area. Other community needs include parking for transit and a recycling facility. Kent Cashel stated that he is scheduled on the Planning Commission agenda on May 13 to present the concept and he plans to meet with NOMA.

Tom Bakaly clarified that the Planning Commission review will be regulatory. Mr. Kernan stated that he would like the Planning Commission to look at long term planning, including the site. Jim Hier pointed out that the General Plan was updated to include NOMA. He does not want the transit project held up with master planning the district, especially in consideration of the amount of work the Planning Commission already has and the time further planning may take. Mr. Hier stated that the Planning Commission should be involved on a regulatory basis but not a whole new look at NOMA. Mr. Kernan clarified that the project should move forward but it may be wise to broaden the scope of the architectural contract to include additional uses. Mr. Cashel explained that this will come at a cost and Mr. Hier asked that Cooper provide an estimate for the inclusion of affordable housing. Joe Kernan asked if members want to expand the scope of the Commissions' review and Tom Bakaly understood that Council is looking for some policy input regarding use of the site beyond the regulatory review. Jim Hier felt Planning Commission members will provide input at the time the project is presented.

5. Budget introduction and Capital Improvement Fund overview. Bret Howser reviewed the budget calendar, pointing out that there is one less week for review this year. Budget issues have been discussed throughout the year and there was a fairly lengthy discussion at Visioning about forecasting budget shortfalls and implementing strategies. The recommended budget reflects the strategies lay out in January and since that time some recommendations have changed but overall, the shortfall projection remains at about $3.2 million for 2009 and about $1 million for 2010. He explained that the shortfall reduction plan for fiscal year 2009 is covered by half with a reduction in General Fund transfer for capital, $1.1 million through operating cuts, and retaining $500,000 in the General Fund from resort sales tax that would normally be allocated to the Transit Fund. This approach eliminates dipping in reserves. The plan is panning out so far although February sales tax revenues were below projections and the big month for sales tax receipts is March. The trend seems typical where revenues flatten out over time with build-out and there is no inflationary component to property taxes. For fiscal year 2010, teams submitted 5% to 10% reduction plans which are broken down into level of impact. There were also operating requests for increases to provide the same level of service due to inflation.

Mr. Howser spoke about short term indicators used for forecasting revenues. In response to a question from Joe Kernan, he explained that large projects, like the Montage, are included in long-term projections. Discussion ensued on methodology for projecting property tax revenues and the potential for the legislature to again modify sales tax distribution. Bret Howser reported that building revenues are down about half this year and may be down further next year.

He explained that the CIP committee met and reprioritized capital projects. Each project was reconsidered, ranked and scored according to five criteria. Projects are categorized in six alternative levels and the committee and project managers were able to cover the $1.7 million not being transferred from the General Fund and identified resources in excess of $400,000 for fiscal year 2010. Much of this was accomplished through finding alternative funding rather than eliminating entire projects. Alternative 4 outlined in the staff report is the recommendation of the committee.

Dog park improvements. Matt Twombly discussed the decision to build the dog park along the frontage road to the Sports Complex and acknowledged the support for the project by the dog park user group. The City committed to improvements including installing fencing, a water fountain, grading and seeding, which were achieved last fall. The dog park user group was able to raise about $8,500 toward improvements. He explained that staff was anticipating that the natural vegetation in the area would suffice, however the road construction and grading activities in the area resulted in bare dirt at the park which renders the facility unusable in wet weather. The user group approached staff, wrote Council members and attended the RAB meeting on Tuesday requesting improvements to the park. He reported that RAB was somewhat supportive in making the dog park functional but not funding the landscape plan submitted by the group, which included shade structures, artificial turf, and asphalt pathways which he feels may total $100,000 to $200,000. RAB encouraged the group to continue its fund-raising efforts. Mr. Twombly emphasized that improvements require maintenance. The City committed to emptying the trash and locking the facility while owners were suppose to clean up after their dogs which didn't happen. Bret Howser explained that this request was submitted after the CIP process and there is no recommendation on this matter in the budget document but a line item can be added.

Mayor Williams agreed that the park is not functional as it is and because of the erosion, the area needs to be graded again. Matt Twombly estimated that it may run up to $50,000 to $100,000 to make it functional. With regard to the user group plan, Mr. Kernan expressed that he could better evaluate it if there was information on the life of the improvements, number of users per day, etc. Mr. Twombly reported that maintenance is estimated at about $8,500 a year based on Level 3 maintenance for an acre of park. Mr. Hier stated that the request does not coincide with the timing of the budget process for this year and he is uncomfortable considering the project without a recommendation from RAB. Mr. Twombly advised that remaining neighborhood bond funds will be used for Creekside Park. RAB member Craig Moyse explained that the user group gave a presentation on Tuesday night's meeting on its plan. He admitted that he is a new member but understood that the park was a joint partnership. The group made a valid point that the facility is a park owned by the City like any other public park. Joe Kernan felt that sending an unfunded project to RAB would be unfair as well as expecting a user group to raise $100,000. He expressed that the City maintains a high standard for our parks and guessed that the number of users for the dog park are high.

Tom Bakaly felt that this is a policy discussion and asked if Council members feel the dog park is like every other municipal park. He recalled original direction to be that the City provide the land, install fencing, and collect the trash but not the dog waste. This situation is different than other parks. He explained that funding and building capital improvements will probably result in some level of on-going maintenance.

Speaking for Candace Erickson who was excused from the meeting, Liza Simpson expressed their support to extend some funding for the dog park and allowing the users group to continue to solicit donations. They both feel strongly that because it is City property, that the irrigation and landscaping be installed and maintained by the City because it is a big investment. The user group should continue to fund-raise to finish off the dog park. She acknowledged that the arrangement with the user group was *dumb* and Council failed to ask for the level of detail necessary in making a better decision. Mayor Williams felt that at the time, everyone felt the arrangement was fine and he recalls that the proposal was brought to members. He felt that maintenance is beyond the capabilities of the user group and dog parks are very high maintenance. The Mayor suggested that the project go back to RAB. Roger Harlan believes this is a policy issue which needs more discussion. In response to a question from Joe Kernan, Tom Bakaly explained that Council could ask RAB to review dog park improvements with a budget range or have RAB review it and suggest a funding level. The project may not be funded until the next budget cycle. Liza Simpson emphasized that the landscape plan was donated and is not set in stone. The user group's goal is that the dog park is usable.

Jim Hier stated that he is supportive of sending it to RAB and arriving at a plan; he is not comfortable with relaying a dollar amount. Mr. Bakaly asked if capital improvements should be a lower amount than maintenance costs and members agreed. Jim Hier felt the dog park should be as maintenance free as possible and policed by members of the user group.

Town Plaza budget. Mr. Howser discussed reducing the scope for the pocket park project in Swede Alley and the Town Plaza budget was adjusted accordingly. A portion of this funding will be used for OTIS projects.

Racquet Club remodel phasing update. Bret Howser explained that Council direction from the February 26 meeting was to explore phasing options. Ken Fisher explained that the plan presented to Council would replace the existing tennis building and all the other buildings remaining from the original facility. Staff recommended replacing the tennis building because it is inefficient and non-compliant and Council directed staff to return with a plan to phase the project. Council was supportive of the project and replacing the tennis building but concerned about funding because of limited availability of General Fund surplus which prompted the phasing approach.

Architect Brent Tippets displayed the layout introduced on February 26 which is the preferred scheme which is basically the Racquet Club building with the exception of the gymnasium and the rest room/mechanical space immediately west of the gymnasium. He described the first level with the new tennis courts, fitness area, locker rooms, and other support functions. The upper level includes exercise studios, running track and fitness area. He pointed out areas suitable for future phases. The estimate for this scheme is $10.5 million with a square footage of 62,300 square feet and build-out at 70,000 square feet.

Mr. Tippets explained that the design team looked at several phasing options and narrowed it down to one, because the others did not accomplish Council's goal with regard to cost and tearing down the tennis building first was not feasible. Mr. Tippets explained that the recommended scheme is leaving the existing tennis building, and demo and rebuild the existing space to the west. The outdoor pools would remain. The major renovation would be between the existing tennis building and the pool area. The upper level could provide expanded exercise studios and fitness cardio space. One of the big disadvantages to this scheme is that it does not afford the opportunity for a running track but Phase 1 meets the budget. Phase 2 is the replacement of the existing tennis facility and there could be opportunities in the future to provide indoor auditorium space where the existing lap pool is located, a multi-purpose activity court, or a restaurant. The design fits within the existing footprint of the existing building and parking is retained. Mr. Tippets stated that Phase 1 is estimated at $6.331 million for soft and hard costs which is within the $7.2 million budget and Phase 2 adds a cost of about $4.7 million as of January 2010. The total is an $11 million project, but if the project is not phased there is an $800,000 savings to the City or $10.2 for the project. Combining the phases into one project will accommodate a running track because it maximizes connectivity and future phases.

Bret Howser stated that the CIP committee reviewed the project in depth and felt that both phases represented *needs* for the community and recommends bonding for the project. There are potential cost savings in designing and building the phases at one time because of economies of scale and also taking advantage of the current market conditions where construction costs are less. He stated that there is cash on hand for the project and the bond would be in the vicinity of $3 million which will be paid off with sales tax proceeds. Mayor Williams pointed out that debt service will negate any savings and Mr. Howser noted that most of the debt service is principal and if phased, there may not be cash to build Phase 2, so bonding may be necessary for additional phases. The interest payments on debt service at this time may not be an incremental cost to the project. Joe Kernan asked about providing gathering places and Mr. Tippets stated that there is some space in the lobby, but it is limited and this is really a replacement project. Mr. Kernan felt it important that there be a social component in a recreation facility. Roger Harlan pointed out that because the project is basically a replacement, providing a running track by combining phases is compelling and the question is whether members feel comfortable with the CIP committee recommendation.

Jim Hier stated that the City has cash on hand but there are competing projects for the funding to the point where there are not enough resources to cover all capital improvement projects. Another CIP priority is OTIS where there are failing streets and not enough funding. He felt that the goal was not to fit the Racquet Club project into the budget. The goal was to break the project down into chunks that could be budgeted sequentially rather than having to spend all the funding at once. He understood that Phase 1 is less than the original budget by $1.3 and suggested that the cost of the outdoor tennis courts be subtracted from the Racquet Club budget because it is identified for funding in the Asset Management Fund. Ken Fisher explained that the

Asset Management monies have been transferred to the project. Brent Tippets explained that costs reflect the downturn in the economy. In response to a question from Liza Simpson, Mr. Tippets explained that the tennis building can not be demolished without first addressing the rest of the building.

Joe Kernan felt it is important to provide recreation to the community and is comfortable remodeling the facility all at once, bonding for the budget shortfall and supports the CIP committee recommendation. He suggested including a Council member liaison to the CIP committee membership. Liza Simpson relayed that Ms. Erickson also supports this approach and she agrees as well as long as Old Town streets are also addressed. At the very least, it would be informative to bid the project. Bret Howser pointed out that the committee's recommendation to bond was based on the likelihood that it could be cheaper overall. There was a consensus to discuss the Racquet Club remodel on May 28.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MAY 7, 2009

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Library and Education Center on Thursday, May 7, 2009. Members in attendance were Dana Williams, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Candace Erickson was absent and excused. Staff present was Tom Bakaly, City Manager; Polly Samuels McLean, Assistant City Attorney; Matt Cassel, City Engineer; Max Paap, Special Events Manager; Jason Glidden, Marketing Analyst; Stacey Noonan, Sports Complex Manager; Thomas Eddington, Planning Director; and Kathy Lundborg, Water Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

1. Echo Spur Development – Matt Cassel reported that the developer has been notified that his project has been *red-tagged* until deficiencies are remedied, including the restoration of the limits of disturbance fencing, mitigation of the unfinished steep slope, removal of equipment, and stabilization of the site. The owner is required to provide the City with a time line within seven calendar days for addressing the issues and the completion of the project. If the improvements are not made, the developer will be fined and violations can escalate to a criminal level. In response to a question from Jim Hier, Mr. Cassel stated that the project is bonded with sufficient funds to restore the site with seeding and landscaping but not enough to mitigate the steep slope. Ms. Simpson asked for an update next meeting and felt that construction fencing is a safety issue and should be installed as soon as possible even if the City has to do it in the meantime.

2. Water project public hearing – Kathy Lundborg announced that the public hearing on environmental issues relating to water improvements is being held in Room 202.

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

Echo Spur Development – Bill Tew, Rossie Hill residents, referred to his letter to Council members. He believed the developer began the project too late and out of spite. Mr. Tew stated that he watched construction crews excavate the old Echo Spur railroad berm and remove 100 year old oaks and replacing them with a trench measuring 40 feet wide, 15 feet deep, and 400 feet long. The owner does not have the money to finish the project and he asked how we got ourselves in this situation. Mr. Tew suggested that no additional permits be issued or any work allowed on the site until there is proof positive that there is financing in place. There needs to be an additional surety bond so the project can be completed and there needs to be thorough and complete review of the retaining wall, its design, utility placements, connections and all of the other salient issues before work resumes. The piecemeal approach got us in trouble. Lastly, the completion date needs to be understood by all parties. The site needs to be cleaned up and the equipment removed. Mr. Tew suggested that the easement area between Silver Pointe and the retaining wall be landscaped to prevent further erosion and create a visual barrier.

Michael Semrau, 335 McHenry Avenue, stated that the construction site is their main view from their house which is filthy because of the condition of the property. There are piles of trash on the remaining hill and he agreed with Mr. Tew that something needs to be done soon. He understood the excavation crew hasn't been paid for work done last fall. He warned to be careful about the developer's stated intentions with regard to financing the project. He appreciates Council's support.

Jim Hier asked that staff check for mechanics liens on the property. Matt Cassel will update members through a manager's report.

IV MINUTES OF MEETING OF APRIL 23, 2009

Roger Harlan, "I move approval of the minutes of the meeting of April 23, 2009". Jim Hier seconded. Motion carried.

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

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

With regard to the lease for the Sports Complex, Ms. Simpson asked if groups would be allowed to sell food as part of a fund-raiser. Jason Glidden believed it would not be allowed, however, Stacey Noonan stated that it depends whether the concessionaire decides to service the event and she did not believe it to be a big conflict. Joe Kernan, "I move we approve Consent Agenda Items 1 through 5". Roger Harlan seconded. Motion carried,

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

1. Consideration of a Resolution declaring May 9 to 17, 2009 as "National Tourism Week" in Park City, Utah – Staff recommends approval.

2. Consideration of a Resolution declaring May 15, 2009 as Peace Officers Memorial Day and May 10 to May 16, 2009, as National Police Week in Park City – Staff recommends approval.

3 Consideration of a Resolution authorizing the issuance and sale of up to $15,000,000 aggregate principal amount of General Obligation Bonds of Park City Utah; fixing the maximum aggregate principal amount of the bonds, the maximum number of years over which the bonds may mature, the maximum interest rate that the bonds may bear and the maximum discount from par at which the bonds may be sold; providing for the holding of a public hearing and the publication of a notice of public hearing; providing for the publication of a notice of bonds to be issued; providing for the running of a contest period; authorizing the advertisement for sale of the bonds and the circulation of an official statement with respect thereto; and providing for related matters – See staff report.

4. Consideration of lease agreement, in a form approved by the City Attorney, with Pig Pen Saloon for the field's food and beverage concession at the Park City Sports Complex – See discussion above and staff report.

5. Consideration of award of contract to Vision Internet in the amount of $36,729, in a form approved by the City Attorney, for City website design services – See staff report.

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

1. Consideration of a Resolution adopting a tentative revised budget for fiscal year 2008 and the budget for fiscal year 2009 for Park City Municipal Corporation and its related agencies – The Mayor opened the public hearing; there were no comments from the audience. Jim Hier requested specific information for the May 21 budget review. Roger Harlan, "I move that we continue the public hearing for the budget resolution to May 21, 2009". Jim Hier seconded. Motion carried,

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

2. Consideration of Master Festival License for the Wasatch Wellness Fair to be held on Saturday, May 30, 2009 at the south end of City Park – Max Paap explained that an application was submitted to celebrate alterative wellness and fitness communities along the Wasatch Front and Back. The event includes displays, booths and demonstrations and the space will be programmed from 10 a.m. to 6 p.m. on Saturday, May 30. A master festival license is required to allow amplified sound, possibly music and the use of City property. The Mayor opened the public hearing; there was no input and the hearing was closed. Jim Hier, "I move we approve the Master Festival License for the Wasatch Wellness Fair". Liza Simpson seconded. Motion carried.

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

3. Consideration of an Ordinance approving the 505 Woodside Avenue Subdivision, located at 505 Woodside Avenue, Park City, Utah – Tom Eddington explained that the plat amendment will combine a couple of larger lots and small pieces from two other lots to memorialize a land swap and reflect the current ownership. An historic house exists on the property that sits over the center lot line proposed to be eliminated. The Planning Commission forwards a positive recommendation. In response to a question from Roger Harlan, Mr. Eddington explained that the property is subject to the newly adopted amendments to the LMC and relayed that staff is in the process of analyzing the impacts of lot combinations. The Mayor opened the public hearing; there were no comments from the audience and the public hearing was closed. Liza Simpson, "I move that we approve the plat amendment for the 505 Woodside

Subdivision based on the findings of fact, conclusions of law, and conditions of approval as found in the draft Ordinance". Jim Hier seconded. Motion carried.

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

4. Consideration of the Third Addendum to the Professional Services Agreement with Bowen Collins & Associates, for general engineering services in an amount of $230,000, in a form approved by the City Attorney – Roger Harlan remarked that this is the first time he has seen a consulting contract to hire other consultants. Kathy Lundborg explained that the services are needed to assist with construction inspections and management for the many upcoming water projects. She noted that there will be six separate pipeline projects, the water treatment project, and the meter reading project. This is too much work for one consultant and the plan is that there will be teams of consultants focused on separate projects. Bowen Collins will manage project teams, respond to on-call issues, and basically act as an extension of the Water Manager. Ms. Lundborg and Mr. Harlan continued to discuss the scope of the contract and Mr. Hier suggested considering this as a project manager for multiple projects. Jim Hier, "I move to authorize the City Manager to execute the Third Addendum to the Professional Services Agreement, in a form approved by the City Attorney, with Bowen Collins & Associates for general engineering services in an amount of $230,000". Joe Kernan seconded. Motion carried.

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

5. Consideration of authorization to staff to execute an engineering and design contract to Cooper Roberts Simonsen Associates in an amount not to exceed $1,017,998 for the design of an expanded transit, storage and maintenance facility, in a form approved by the City Attorney – See staff report and work session discussion. Joe Kernan, "I authorize staff to execute this engineering and design contract as specified under New Business, Item 5". The Mayor invited the public to comment. There was no input. Roger Harlan again noted his support of the selection of the firm. Liza Simpson seconded. Motion carried.

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

VII ADDITIONAL DISCUSSION – AGENDA ITEMS

None.

VIII 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 2:30 p.m. Members in attendance were Mayor Dana Williams, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Candace Erickson was excused. Staff present was Tom Bakaly, City Manager; Kerry Gaines, City Prosecutor; Phyllis Robinson, Public Affairs Manager; Kent Cashel, Transportation Manager; Ron Ivie, Chief Building Official; Roger Evans, Building Inspector; Tom Eddington, Planning Director; and Polly Samuels McLean, Assistant City Attorney. Liza Simpson, "I move to close the meeting to discuss property and litigation". Joe Kernan seconded. Motion carried. The meeting opened at approximately 3:50 p.m. Roger Harlan, "I move to open the meeting". Jim Hier seconded. Motion carried.

Candace Erickson	Absent
Roger Harlan	Aye
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: Carbon/Water Website Agreement with Park City Foundation
Author: Diane Foster
Department: Sustainability
Date: May 21, 2009
Type of Item: Administrative

Summary Recommendation:
Authorize the agreement between Park City Municipal and The Park City Foundation.

Topic/Description:
This agreement specifies how PCMC will work with the Park City Foundation in partnership to develop and rollout the community carbon/water website.

Background:
In the Manager's Report of November 20, 2008, Council received an update on the community carbon emissions & water consumption inventory, as well as the status of the planned community outreach, including a grant request to build a community website to help with the reduction of carbon emissions and water consumption. Through the advocacy and support of the Park City Foundation, the project was awarded a grant of total of $84,000 over two years by The Knight Foundation to develop the aforementioned website. The Park City Foundation will be matching the $84,000 grant with cash and in-kind donations. Some of the matching funds will be used to support the website and some will be used for community engagement, namely, production of a Save Our Snow event on September 30, 2009.

The joint Park City Foundation and Park City Municipal team issued an RFP on January 7, 2009 and recently selected a team to build the website.

The RFP selection committee, made up of representative of various City departments, the Park City Foundation and also Dolly Duke of the PCHS Environmental club, selected a two-company team of Data Transfer Solutions and The Brendle Group. (PCMC worked with The Brendle Group to develop our Community Carbon Emissions & Water Consumption Inventory.) We are very excited about this team approach, as it couples the web application development strength of DTS and couples it with the breadth and depth of carbon inventory and community engagement experience of The Brendle Group.

The Knight Foundation has specified that The Park City Foundation must hold and manage the funds and perform all grant administration functions. As a result, the City Attorney recommended that the Park City Foundation enter into the website contract directly with DTS, the website vendor and then that PCMC and The Park City Foundation enter into an Agreement that would specify how we will partner to develop the website.

Department Review:
Report reviewed by the Sustainability and Legal departments.

Alternatives:

A. **Approve:** Authorize the agreement between Park City Municipal and The Park City Foundation.

B. **Deny:** Do not authorize the agreement between Park City Municipal and The Park City Foundation.

C. **Modify:** Change the agreement between Park City Municipal and The Park City Foundation.

D. **Continue the Item:** Continue the item to another time.

E. **Do Nothing:** This would have the same result as a denial.

Significant Impacts:
None.

Consequences of not taking the recommended action:
Park City Municipal and The Park City Foundation would not have an agreement to govern their relationship with regard to the development of the website.

Summary Recommendation:
Authorize the agreement between Park City Municipal and The Park City Foundation.

Exhibit:
Agreement (Community Carbon & Water Website Development)

AGREMENT
(Community Carbon & Water Website Development)

This Agreement ("Agreement") is made and entered into this ____ day of _____ 2009, by and between The Park City Foundation ("PCF") and Park City Municipal Corporation ("City") (jointly referred to herein as the "Parties").

RECITALS:

A. It is contemplated that PCF and Data Transfer Solutions ("DTS") will enter into a Professional Services Agreement ("DTS Agreement"), pursuant to which DTS will provide certain services in connection with the development, maintenance and hosting of a Community Carbon & Water Website ("Website" or "Project").

B. The City and PCF will be both involved in the development and implementation of the Website.

C. The Parties desire to clarify their roles in connection with the development and implementation of the Website.

AGREEMENT

NOW THEREFORE, in consideration of the promises and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Parties shall use best efforts to ensure that the Website will support community goals of reducing greenhouse gas emissions and reducing culinary water consumption.

2. The City acknowledges that it has reviewed the DTS Agreement and it is familiar with the scope of DTS's services and the Scope of Services (as described in Exhibit A of the DTS Agreement).

3. The City's obligations in connection with the Website shall be as follows:

    a. The City's Environmental Sustainability Manager will be the Project manager ("Project Manager") and shall oversee the development and implementation of the Website until the conclusion of Phase III of the Project as described in the DTS Agreement. The Project Manager's responsibilities include managing the relationship with DTS under the DTS Agreement, overseeing the Project budget, reporting to PCF, and overseeing the Scope of Services (as described in Exhibit A of the DTS Agreement) expectations and ensuring alignment with the DTS Agreement.
    b. The City shall direct the Website design and development in accordance with grant requirements specified in the John S. and James L. Knight Foundation agreement dated December 15, 2008.
    c. Subject to the provisions of this Agreement, the Project Manager shall be the

primary contact in working with DTS in developing and implementing the Website.

d. The City shall be responsible for management of the work described in the Scope of Services, Exhibit A of the DTS Agreement.

The City shall not make any agreements, commitments, arrangements or contracts, written or verbal, that would increase the cost of the Project or the fee payable to DTS under the DTS Agreement or that would modify or change the scope of services described in the DTS Agreement, without PCF's prior written consent, which consent may be given or withheld in PCF's sole discretion. All agreements or amendments shall be made in writing by PCF, with pre-approval by the City, such pre-approval to not be unreasonably withheld, delayed, or conditioned. If the City violates any provisions of this Section, the City shall be responsible for any expenses or charges arising out of such violation, including, without any limitation, any overages. If the cost of the Project increases because of the City's actions, the City shall be responsible for such increases. The City agrees to indemnify, defend and hold PCF, its officers, directors, agents, representatives, and employees harmless from and against any and all claims, expenses, damages or other liabilities, including reasonable attorney's fees and court costs, arising out of City's breach of any of its obligations hereunder, or any negligent act or omission of the City in connection with its performance under this Agreement. However, nothing herein shall waive any requirement, defense or limitation of the Utah Government Immunity Act.

4. PCF shall enter into the DTS Agreement with DTS, pursuant to which PCF will pay DTS a consulting fee in accordance with the terms of the DTS Agreement. The City shall pre-approve all invoices submitted by DTS to PCF under the DTS Agreement for accuracy. In the event the City determines that an invoice submitted by DTS is not accurate, it shall immediately notify PCF in writing of such inaccuracies. The City and PCF shall then in good faith work with each other and DTS to resolve the dispute.

5. The City shall keep PCF reasonably informed about the progress of the Project. The City shall conduct weekly 15-30 minute conference calls with PCF for the purpose of keeping PCF up to date on progress, action items and road blocks.

6. PCF and the City agree that all expenses related to the Project will be funded through the Community Footprint Fund held and managed by PCF.

7. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument. Signature and acknowledgement pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this document. Facsimile signature pages will be acceptable and shall be conclusive evidence of execution.

8. The City shall have no authority to act on behalf of PCF. The City shall not bind or attempt to bind PCF in any manner.

9. This Agreement shall be constructed under and in accordance with the laws of the State of Utah, without giving effect to conflicts of law principles.

10. If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding. The term "prevailing party" shall mean the party which most nearly obtains the remedy which that party sought.

11. All notices, requests, demands and consents to be made hereunder to the parties hereto shall be in writing and shall be delivered by hand or sent by registered mail or certified mail, postage prepaid, return receipt requested (except for any notice address which is a post office box, in which case notice may be given by first class mail), through the United States Postal Service to the addresses shown below, or such other address which the parties may provide to one another in accordance herewith. Such notices, requests, demands and consents, if sent by mail, shall be deemed given two (2) business days after deposit in the United States mail, and if delivered by hand, shall be deemed given when delivered.

If to PCF:	The Park City Foundation P.O. Box 681499 Park City, UT 84068 ATTN: Trisha Worthington, Executive Director
If to the City:	Park City Municipal Corporation ________________________ ________________________ ATTN: ____________________

12. This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided.

13. In the event that any provision of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, such provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect.

14. This Agreement and the provisions hereof shall be binding upon and inure to the benefit of each of the Parties and its successors and permitted assigns. The City may not assign its rights or obligations hereunder without the prior written consent of PCF.

15. Nothing herein contained shall be construed to place the Parties in the relationship of partners, joint venturers, or agents, and neither party shall have the power to obligate or

bind the other Party in any manner whatsoever.

16. At completion of the Project, the Website will be owned and managed by PCF in accordance with applicable grant requirements.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year written above.

THE PARK CITY FOUNDATION

____
Trisha Worthington,
Executive Director
The Park City Foundation

PARK CITY MUNICIPAL CORPORATION

____
Dana Williams,
Mayor
Park City Municipal Corporation

Attest:

____
City Recorder's Office

Approved as to form:

____
Mark Harrington
City Attorney
Park City Municipal Corporation

City Council Staff Report

Subject: 2009 Water Revenue Bond Parameters Resolution
Author: Bret Howser
Department: Budget, Debt, & Grants
Date: May 21, 2009
Type of Item: Legislative

Summary Recommendations:
Staff recommends that Council approve the attached parameters resolution related to the proposed 2009 Series Water Revenue bond issuance for water infrastructure projects.

Topic/Description:
Water Revenue Bond Parameters Resolution

Background:
Council approved in last year's budget a series of water infrastructure projects, including importation lines, water treatment plants, and storage tanks. These projects are necessary to provide adequate water for the current and projected future needs of Park City residents. It was anticipated that these projects would be funded through water service fees, impact fees, and bonds. A financial model was created for the Water Fund which takes into consideration future operating, capital, and debt expenses and sets water rates and impact fee rates accordingly.

Analysis:
The debt financing for scheduled water infrastructure projects is expected to be derived from three sources. First, the City has obtained approval for $2.5 million at 0% financing from the State Division of Drinking Water. In addition the State Board of Water Resources has authorized to Park City 0% financing sufficient to buy down total bonding for related projects to 4%. This leaves an expected remainder of $16 million which would come from bonds sold on the private market for the first phase of infrastructure projects. Staff anticipates that a total of approximately $20 million will be issued from these three sources before the end of the calendar year. This parameters resolution would cover all three series issuances.

The attached parameters resolution sets the parameters of the bond issuance and initiates the process of public notice. The resolution sets the maximum issuance amount at $22 million and defines the project as follows:

> The City intends to issue the Bonds for the purpose of (1) financing the cost of culinary water system improvements, including a water treatment plant, a pump station, transmission lines, and related facilities, (2) funding reserves and (3) paying the costs incurred in connection with the issuance and sale of the Bonds.

The resolution also establishes the format for public notice, which should be published in the Park Record on May 27, 2009, and June 3, 2009. The public notice will announce a public hearing to be held on June 25, 2009, and will initiate a 30 day period in which interested parties may contest the legality of the resolution or the bonds.

The resolution also establishes maximum terms of 8% interest, 22 years, and 1% discount from par. This are intentionally set high to allow flexibility in the event that the City decides a Build America Bond (BAB) is a better financing route.

Staff anticipates bringing a final bond resolution before Council on June 25. In the event that Council passes the final bond resolution on this date, staff would proceed with the bond closing on or after July 1, 2009. It is important that the issuance proceed during the fiscal year 2010 so any potential changes in the par amount or expected payments which occur between final budget adoption on June 18 and the end of the fiscal year can be addressed in the FY 2010 adjusted budget. Any expenses which occur in relation to these projects during FY 2009 will need to be covered out of existing fund balance for the June 30, 2009 financial reports and reimbursed in FY 2010.

Water fees would need to be adjusted sufficiently to pay related debt service as satisfy the coverage ratios required in the water revenue bond indenture. These fee increases were anticipated last year and presented to Council along with the 2009 budget. At that time, Council approved a 24% increase in water rates beginning in FY 2009, with an additional 12% increase to begin in FY 2010. It is not expected at this time that a departure from the scheduled 12% increase would be required to cover the proposed debt. Further details on the Water Fund's financial plan and proposed rate changes will be included in the budget staff report on May 28th.

Department Review:
Budget, Debt & Grants; City Manager; Legal

Alternatives:

A. **Approve:**
Staff recommends approving the attached parameters resolution related to the proposed 2009 Series A water revenue bond issuance.

B. **Deny:**
So doing could impact the timing and funding of related projects and purchases

C. **Modify:**

D. **Continue the Item:**
This may impact the timing of projects and purchases.

E. **Do Nothing:**
This would have a similar impact as B.

Significant Impacts:
The parameters resolution is the first step in initiating a bond issuance. This bond issuance is anticipated in the FY 2009 budget as the funding source for planned water

infrastructure projects. The funding would allow staff to continue with the current timing of the projects.

Consequences of not taking the recommended action:
The identified water infrastructure projects could be delayed until Council decides to move forward with the bond issuance or identify alternate funding sources.

Recommendation:
Staff recommends that Council approve the attached parameters resolution related the proposed 2009 Series A water revenue bond issuance.

Attachments:
A – Parameters Resolution

RESOLUTION NO. ______

A RESOLUTION PROVIDING FOR THE ACQUISITION, CONSTRUCTION AND COMPLETION OF IMPROVEMENTS TO THE WATER SYSTEM OF PARK CITY, SUMMIT COUNTY, UTAH; DECLARING THE INTENTION TO ISSUE THE CITY'S WATER REVENUE BONDS IN ONE OR MORE SERIES IN A TOTAL PRINCIPAL AMOUNT NOT EXCEEDING $22,000,000 FOR THE PURPOSE OF DEFRAYING THE COST OF SUCH IMPROVEMENTS; DIRECTING THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE HOLDING OF A PUBLIC HEARING AND THE PUBLICATION OF A NOTICE OF PUBLIC HEARING; EXPRESSING OFFICIAL INTENT REGARDING CERTAIN CAPITAL EXPENDITURES TO BE REIMBURSED FROM THE PROCEEDS OF SUCH REVENUE BONDS; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE THAT THE BONDS MAY BEAR AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; AND RELATED MATTERS.

*** *** ***

WHEREAS, Park City, Summit County, Utah (the *"City"*) desires to undertake the design, acquisition, construction and financing of culinary water system improvements, including a water treatment plant, a pump station, transmission lines, and related facilities (collectively, the *"Project"*); and

WHEREAS, the City has determined that it would be in furtherance of its public purposes to issue not more than $22,000,000 of water revenue bonds (the *"Bonds"*) to (i) finance the cost of the Project, (ii) fund reserves and (iii) pay certain costs associated with the issuance of the Bonds; and

WHEREAS, Section 11-14-318 of the Utah Code requires that a public hearing be held to receive input from the public with respect to the issuance of the Bonds and the potential economic impact that the Projects will have on the private sector and that notice of such public hearing be given as provided by law, and the City desires to cause the publication of such a notice; and

WHEREAS, Section 11-14-316, Utah Code Annotated 1953, as amended, provides for the publication of a Notice of Bonds to be Issued and the City Council of the City (the *"City Council"*) desires to publish such a Notice of Bonds to be Issued at this time in compliance with said section with respect to said Bonds; and

WHEREAS the expenditures relating to the Project (the *"Expenditures"*) (i) have been paid from the City's Water Fund (the *"Fund"*) within sixty days prior to the passage of this Resolution or (ii) will be paid from the Fund on or after the passage of this Resolution;

NOW, THEREFORE, be it and it is hereby resolved by the City Council of Park City, Summit County, Utah, as follows:

Section 1. The Board hereby finds and determines that it is in the best interests of the residents of the City for the City to issue not more than $22,000,000 aggregate principal amount of its water revenue bonds (the *"Bonds"*), to bear interest at a rate or rates of not to exceed eight percent (8.00%) per annum, to mature in not more than twenty-five (25) years from their date or dates, and to be sold at par, pursuant to the provisions of (1) a General Trust Indenture (the *"General Indenture"*), as amended and supplemented, between the City and Zions First National Bank (the *"Trustee"*), a copy of which is attached as *Exhibit A,* (2) one or more Supplemental Trust Indentures, between the City and the Trustee, supplementing the General Indenture (the *"Supplemental Indentures"*), a draft of which is attached as *Exhibit B*, and (3) a bond resolution or resolutions (the *"Bond Resolutions"*) to be adopted by the City Council at a future date or dates, a draft of which is attached as *Exhibit C*, and the City Council hereby declares its intention to issue the Bonds according to the provisions of this Section. The Bonds are to be issued for the purpose of (a) financing the cost of the Project, (b) funding reserves and (c) paying certain costs relating to the issuance of the Bonds.

Section 2. The City Council hereby authorizes and approves the issuance and sale of the Bonds pursuant to the provisions of this Resolution, the General Indenture, the Supplemental Indentures and the Bond Resolutions; *provided* that the principal amount, interest rate or rates, maturity or maturities, and discount shall not exceed the maximums set forth in Section 1 hereof.

Section 3. The Supplemental Indentures and the Bond Resolutions in substantially the forms presented at this meeting and attached hereto as *Exhibits B* and *C*, respectively, with such changes, omissions, insertions and revisions as the Mayor shall deem advisable, are hereby authorized and approved.

Section 4. In satisfaction of the requirements of Section 11-14-318 of the Local Government Bonding Act, a public hearing shall be held by the City on Thursday, June 25, 2009, at 6:00 p.m., at the Library and Education Center, Room 205, 1255 Park Avenue, Park City, Utah, to receive input from the public with respect to the issuance by the City of the Bonds for the purposes set forth in Section 1 hereof and the potential economic impact of the Project on the private sector.

Section 5. The City Recorder shall cause the "Notice of Public Hearing," in substantially the form attached hereto as *Exhibit D,* to be published (a) once each week for two consecutive weeks in *The Park Record*, a newspaper of general circulation in the City, with the first publication being at least 14 days prior to the date set for the public hearing and (b) on the Utah Public Notice Website no less than 14 days before the public hearing described in Section 8.

Section 6. In accordance with the provisions of Section 11-14-316, Utah Code Annotated 1953, as amended, the City Recorder shall cause the following *"Notice of Bonds to be Issued"* to be published one time in *The Park Record*, a newspaper of general circulation in the City, and shall cause a copy of this Resolution, together with the exhibits thereto, to be kept on file in her office for public examination during the regular business hours of the City Recorder for at least thirty days after the date of such publication. The *"Notice of Bonds to be Issued"* shall be in substantially the following form:

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of Section 11-14-316, Utah Code Annotated 1953, as amended, that on May 21, 2009, the City Council of Park City, Summit County, Utah (the *"City"*), adopted a resolution (the *"Resolution"*) in which it authorized and approved the issuance of the City's water revenue bonds in one or more series (the *"Bonds"*) in an aggregate principal amount of not to exceed $22,000,000, to mature in not more than twenty-five years from their date or dates, to bear interest at a rate or rates not to exceed eight percent per annum, and to be sold at a discount from par of not to exceed one percent.

The Bonds are to be issued and sold by the City pursuant to (1) the Resolution, (2) a resolution or resolutions to be adopted at a future date or dates (the *"Bond Resolutions"*), (3) a General Trust Indenture between the City and Zions First National Bank (the *"Trustee"*), and (4) one or more Supplemental Trust Indentures between the City and the Trustee, supplementing the General Trust Indenture. The Supplemental Trust Indentures will be executed and delivered and the Bond Resolutions will be adopted by the City Council at a future date or dates prior to the issuance of the Bonds in substantially the form attached to the Resolution, with such changes thereto as shall be approved by the City Council, *provided* that the principal amount, interest rate or rates, maturity or maturities and discount will not exceed the maximums set forth above.

The Bonds are to be issued for the purpose of (a) financing the costs of culinary water system improvements, including a water treatment plant, a pump station, transmission lines, and related facilities, (b) funding reserves and (c) paying certain costs relating to the issuance of the Bonds, all as set forth in the Resolution, the Bond Resolutions, the General Trust Indenture and the Supplemental Trust Indentures.

A copy of the Resolution (including a copy of the General Trust Indenture and drafts of a Supplemental Trust Indenture and a Bond Resolution) is on file in the office of the City Recorder, located at the Miners Hospital Building, 1354 Park Avenue, in Park City, Utah, where it may be examined during regular business hours of the City Recorder from 8:00 A.M. to 5:00 P.M. Said Resolution (including a copy of the General Trust Indenture and drafts of a Supplemental Trust Indenture and a Bond Resolution) shall be so available for inspection for a period of at least thirty (30) days from and after the date of the publication of this notice.

NOTICE IS FURTHER GIVEN that pursuant to law for a period of thirty days from and after the date of the publication of this notice, any person in interest shall have the right to contest the legality of the above-described Resolution (including the Bond Resolutions, the General Trust Indenture and the Supplemental Trust Indentures) of the City Council of Park City, Summit County, Utah, or the Bonds or any provisions made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause.

DATED this 21st day of May, 2009.

PARK CITY, SUMMIT COUNTY, UTAH

By ____________________________________
City Recorder

Section 5. For the purpose of satisfying certain requirements under the Internal Revenue Code of 1986, the City reasonably expects to reimburse the Expenditures with the proceeds of the Bonds to be issued in the maximum principal amount of $22,000,000.

Section 6. All proceedings, resolutions and actions of the City and its officers taken in connection with the sale and issuance of the Bonds are hereby ratified, confirmed and approved.

Section 7. It is hereby declared that all parts of this Resolution are severable, and if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining provisions, paragraphs, clauses or provisions of this Resolution.

Section 8. All resolutions, orders and regulations or parts thereof heretofore adopted or passed that are in conflict with any of the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

Section 9. This Resolution shall be in full force and effect immediately upon its adoption.

PASSED and APPROVED by the City Council and the Mayor of Park City, Summit County, Utah, this 21st day of May, 2009.

PARK CITY, SUMMIT COUNTY, UTAH

By____________________________________
Mayor

[SEAL]

ATTEST AND COUNTERSIGN:

By__________________________________
City Recorder

APPROVED AS TO FORM:

By ____________________________________
City Attorney

EXHIBIT A

[GENERAL INDENTURE OF TRUST]

EXHIBIT B

[SUPPLEMENTAL INDENTURE OF TRUST]

EXHIBIT C

[BOND RESOLUTION]

EXHIBIT D

NOTICE OF PUBLIC HEARING — PARK CITY, UTAH

PUBLIC NOTICE IS HEREBY GIVEN that on June 25, 2009, the City Council (the *"City Council"*) of Park City, Utah (the *"City"*) will hold and conduct a public hearing to receive input from the public with respect to the issuance of water revenue bonds (the *"Bonds"*) and the potential economic impact that the improvement, facility, or property for which the bonds pay all or part of the cost will have on the private sector, pursuant to Section 11-14-318 of the Utah Code Annotated 1953, as amended.

<u>PURPOSE FOR THE ISSUANCE OF THE BONDS</u>

The City intends to issue the Bonds for the purpose of (1) financing the cost of culinary water system improvements, including a water treatment plant, a pump station, transmission lines, and related facilities (the *"Project"*), (2) funding reserves and (3) paying the costs incurred in connection with the issuance and sale of the Bonds.

<u>MAXIMUM PRINCIPAL AMOUNT OF THE BONDS</u>

The City intends to issue the Bonds in an amount not to exceed $22,000,000.

<u>THE TAXES, IF ANY, PROPOSED TO BE PLEDGED</u>

The City will not pledge any taxes of the City for the payment of the Bonds. Instead, the City will pledge, pursuant to a General Trust Indenture, dated as of December 1, 2002, the revenues attributable to the City's water system for the payment of the Bonds.

<u>TIME, PLACE AND LOCATION OF PUBLIC HEARING</u>

The City will hold and conduct a public hearing commencing at approximately 6:00 p.m. on June 25, 2009, during a public meeting that is to begin at 6:00 p.m. on that date. The public hearing will be held at the Library and Education Center, Room 205, 1255 Park Avenue, in Park City, Utah. All members of the public are invited to attend and participate in the public hearing. Prior to the public hearing, written comments may be submitted to the City, to the attention of the City Recorder, 1354 Park Avenue, Park City, Utah 84060.

DATED this 21st day of May, 2009.

PARK CITY, UTAH

[SEAL]

By ______________________________

Janet M. Scott
City Recorder

City Council Staff Report

Subject:	**Fixed Base Automatic Water Meter Reading Installation Project**
Author:	**Tamara Lindsay**
Department:	**Water**
Date:	**May 21, 2009**
Type of Item:	**Administrative**

Summary Recommendations:
Staff recommends Council authorize the City Manager to execute a Construction Agreement, in the amount of $1,524,024.95, in a form approved by the City Attorney, with Mountainland Supply, LLC for the Fixed Base Automatic Water Meter Reading System Installation Project.

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

Topic:
Fixed Base Automatic Water Meter Reading System Installation Project

Background:
As part of the water conservation plan presented to Council in May of 2008, staff has proceeded with the plan to install a fixed base automatic water meter reading system (AMR). AMR consists of a system of radio transmitters installed on each meter connection. The City currently supports approximately 5,300 meter connections; approximately half of these are currently read on a monthly basis and half are read only during the summer months. The AMR system can record year-round hourly meter readings, transmitting up to 6 times per day via a licensed frequency to various towers placed strategically on surrounding mountain peaks. The information is temporarily stored at the collector and forwarded to a web server. From there it can be downloaded for analysis and billing. Some of the benefits of this technology include:

1. Instant Information

- Ensure revenue protection through better leak/tamper identification and resolution.
- Year-round citywide revenue collection since all water consumption will be billed monthly.
- Zero users and stuck meters can be identified daily.
- Water abusers can be identified daily.
    - Allows monitoring of compliance with water ordinance by recording time of day.
    - Eliminates need for water code enforcement officers.
    - Allows targeting of heavy users.
    - Allows for optimal use of water budgeting methodology.

2. Enhanced Customer Service

- Citizens will be able to view consumption patterns through a web interface to better manage their own water use.
- Ability to identify leaks more quickly, informing customers of leak before the monthly bill arrives. Results in increased water conservation and customer savings

- Customers can optionally purchase water-monitors to place on the refrigerator for instant water-use information.

3. Optional Enhancements

- Main line leak detection technology. Fewer man-hours needed to locate a mainline leak; reduced water loss.
- Capability to customize notifications to customers via phone, email or web interface when usage exceeds a pre-set level.

Installation of the AMR system will begin as soon as the snow melts at the tower sites. The towers will be installed at Quarry Mountain water tank, Aerie water tank and Crescent Ridge at Park City Mountain Resort. Transmission units will be installed in phases, beginning in the zones that are currently serviced by touch-read meters. Installation will be completed at earliest by November of 2009 and at latest by July, 2010.

Data collection will begin immediately after the new system is installed. The data will be used to move towards a water budgeting approach for future water rate structures.

Analysis:
The Fixed Base Automatic Meter Reading System Installation Project Request for Proposals was published on October 6, 2008 and was advertised on October 15 and 18, 2008 in the Park Record. Four proposals were received and opened at 12:00pm on November 14, 2008.

The following summarizes the bids:

Contractor	Total Base Bid
Mountainland Supply, LLC	$1,341,356.95
Elster AMCO Water, Inc.	$1,497,245.25* includes cost of registers
Itron, Inc.	$1,713,998.47
Neptune Technology Group, Inc.	$1,816,529.25

Staff reviewed the bid schedules submitted by all bidders and determined that Mountainland Supply, LLC, is capable and their fees are reasonable for this type of work. Mountainland Supply, LLC will employ the Sensus Metering System's FlexNet fixed base system and will contract with SL-Serco for the installation of the transmission endpoints. Of those references contacted, the general opinion was that Sensus Metering Systems provided a quality fixed base system.

The criteria for evaluating bids for the Fixed Base Automatic Meter Reading System Installation Project were published in the bid documents– Instructions to Bidders. The criteria are summarized below:

1. A bid bond of 5% of the bid amount is furnished.
2. Active Utah Contractor's License, in good standing, with appropriate classification.
3. The firm and the project manager shall have satisfactorily completed at least three similar projects within the last five years.
4. The project manager shall be dedicated to this project with no substitutions without written approval by the OWNER.

Mountainland Supply, LLC's submittal adequately met criterion item #1 by furnishing a bid bond with their bid in the amount of 5%. Criterion item #2 above was met by Mountainland Supply, LLC, providing a plumbing contractor license number. Sensus provided a project list to satisfy criterion #3. A resume was submitted for David Burningham, as the dedicated project manager. Criterion #4 was met by the proposed project manager, David Burningham.

Of the four bids received, Mountainland Supply, LLC proposed the lowest qualified base bid in the amount of $1,341,356.95. In addition, the City has an excellent working history with Mountainland Supply, LLC both in customer service and meter reliability. The Mountainland Supply/Sensus/SL Serco team excelled over all others in the final presentation/interview process and offered the best web interface. Their system will be easiest to implement and install since the City now uses Sensus meters; and if meters need replacing the City will receive a credit for old meters and MXU's. The Sensus FlexNet system offers the most robust system providing the largest transmission bandwidth and allowing for more data storage in both the endpoints and Tower base stations (up to 30 days) in the event of a power outage. In addition, the strength of the endpoint transmitter is 2 watts, or double the strength of all other competitors.

Based on the City's experience working with Mountainland Supply, LLC and Sensus Metering Systems and the completeness of their bid, staff recommends awarding this project to Mountainland Supply, LLC in the amount of $1,524,024.95.

During the AMR installation process, staff recommends replacing or repairing the older, larger meters in the system to improve meter accuracy. These meters range in size from 2 inches to 8 inches and will be either replaced or repaired as needed. Staff also recommends the installation of a mainline leak detection system be delayed until after the initial system is installed and operational. The acoustic devices that comprise this system will be integrated into the fixed base system to allow staff to determine the location of mainline leaks and effect repair more quickly.

The following summarizes the total base bid and additional negotiated costs:

Base bid	$ 1,341,356.95
Site prep	25,500.00
Wire inside meters to outside bldg	5,000.00
Transmission units/registers for new Construction	-85,380.00
Web Interface	90,000.00
Service/Maintenance Agreement	9,000.00
Contingency-10%	138,548.00
Total contract amount:	$ 1,524,024.95

Other costs associated with this project that will not be included in the contract include:

Cost to run power to Aerie site	$	75,230.05
Permits	1,330.00	
Meter testing/repair	358,645.00	
Meter Lid replacement		1,500.00
Surveys		900.00

Seasonal employees	33,520.00
Vehicle fuel/service	4,850.00
Total other costs	$ 475,975.05
Total Project cost	$ 2,000,000.00

The funding for the project is water service fees and is part of the approved FY09 and proposed FY10 CIP, Meter Reading Upgrade Project cp0070.

The City's Project Manager, Tamara Lindsay, will be working under the supervision of the Water Manager with assistance from the project team in coordinating and scheduling with contractor.

Department Review:
This staff report has been reviewed by Public Works, Legal, and the City Manager.

Alternatives:

A. Approve:
Staff recommends Council authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Mountainland Supply, LLC for the installation of a Fixed Base Automatic Water Meter Reading System.

B. Deny:
Council could deny Staff's request. Denying the request would delay the installation of the fixed base meter reading system, which could result in the loss of pricing guarantees, the possibility of rebidding the project and the further postponement of the implementation of water budgeting.

D. Continue the Item:
Council could continue the item to a future date. Continuing the request would delay installation of the fixed base meter reading system, which could result in loss of pricing guarantees, the possibility of rebidding the project and the further postponement of the implementation of water budgeting.

E. Do Nothing:
Staff does not recommend this alternative. Doing nothing would also delay the installation of the fixed base meter reading system which could result in loss of pricing guarantees, the possibility of rebidding the project and the further postponement of the implementation of water budgeting.

Significant Impacts:
The Fixed Base Automatic Meter Reading System Installation Project is part of the approved FY09 budget and the proposed FY10 budget. This system will be key in implementing a water budgeting rate structure, as well as providing customers with web access to understand their water use.

Recommendation:
Staff recommends Council authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Mountainland Supply, LLC for the Fixed Base Automatic Meter Reading System Installation Project in the amount of $ 1,524,024.95.

Attachment 1: Statement of Work

TO: **Park City Municipal Corporation, Mountainland Supply, LLC, and SL-Serco**

FROM: Sensus
SUBJECT: FlexNet Statement of Work for the Park City FlexNet deployment
This document is designed to assist all parties with planning the installation of the Sensus FlexNet Advanced Metering Infrastructure (AMI) system. For illustrative purposes, the diagram below depicts the equipment to be installed at the Tower Gateway Base station (TGB) sites, the Regional Network Interface (RNI) site, and the FlexNet Network Portal (FNP) repeater sites, if used. The following pages provide details outlining the responsibilities for Sensus, Park City Municipal Corporation, Mountainland Supply, LLC and SL-Serco during the planning, installation and commissioning of the FlexNet system.

General Responsibilities:

Sensus will:

1. Provide a project manager (David Burningham) to coordinate all FlexNet installation activities with Park City, Mountainland Supply and SL-Serco. The project manager will coordinate all network hardware installation activities with the Sensus field engineers during the network deployment.
2. Conduct a propagation study to determine the best available locations for TGB installation.
3. Hire a qualified contractor to install the TGB equipment and run all cabling between the TGB antenna and the TGB cabinet. Sensus has specified that three (3) outdoor TGB units will be required for the Park City System.
4. Configure the TGB collection network and ensure data throughput from FlexNet 2-way endpoints.
5. Commission the RNI hardware and software.
6. Provide FlexNet system software training for identified Park City personnel.
7. Provide Systems Acceptance Testing (SAT) required to meet the agreed upon goals in the Customer Acceptance Plan (CAP).
8. Ensure that adequate infrastructure is in place to cover future construction within existing Park City annexation boundaries.
9. Provide a web interface for customer information.
10. Deliver GIS Coordinates of successfully activated FlexNet endpoints during the installation process to SL-Serco and also to Park City at project completion.
11. Provide the FCC License for the FlexNet system. Sensus will provide all FCC License maintenance and renewals for the life of the system as long as Park City maintains a support contract with Sensus.
12. Provide up to thirty (30) 510x wall mount endpoints to be used in the event that piled snow inhibits transmissions from certain meters in areas of deep snow in winter months.

Park City Municipal Corporation will:

1. Park City will provide a key point of contact (Tamara Lindsay) to coordinate with other project managers from Sensus, Mountainland Supply and SL-Serco to facilitate a timely installation of the FlexNet system.
2. Provide power and network connections at the RNI and TGB sites.

3. Provide network backhaul link between the Regional Network Interface (RNI) and the three (3) TGB sites identified for the project. The backhaul link may be any form of TCP/IP compliant network access, including cellular modem or hardwired network connection. If GPRS cellular modems are used for network backhaul links, Park City will purchase and maintain contracts for the GPRS cellular modems used at TGB sites.
4. Pay any and all recurring fees associated with TGB sites, including network access at TGB sites, rent, or any TGB site access fees.
5. Purchase any routers, hubs, mounting equipment, uninterruptible power supply and/or security equipment needed to connect the RNI to the Park City's internal network at the RNI site.
6. Consider the use of 510x wall mount FlexNet endpoints wherever practical in areas that experience unusually deep or piled snow in winter. Sensus will provide up to thirty (30) 510x units if they are needed. Additional units will be the responsibility of Park City.

RNI Responsibilities:

Sensus Metering Systems will:

1. Install the RNI servers at Park City's designated RNI site. The RNI consists of two blade servers with mounting hardware that can be installed into a standard computer rack or rack cabinet. The RNI as configured for Park City requires three (3) rack spaces in a standard computer server rack.
2. Supply and configure the RNI hardware and data management software for the FlexNet system.
3. Stage all Software and configure the RNI hardware for operation with the FlexNet network.
4. Install the RNI servers and configure them to communicate with the TGB network.
5. Verify proper network connectivity between the RNI and TGB network.
6. Configure the data file interface between Park City's Eden billing software and the FlexNet system. All meters that are successfully received by the FlexNet system within the date range specified for the billing cycle will be delivered via the data file interface to the Eden billing software. Meters not successfully received by the FlexNet system will not be available for export to Eden via the data file interface.

Park City Municipal Corporation will:

1. Purchase the FlexNet Regional Network Interface (RNI) which includes the RNI servers.
2. Provide a location for the RNI Servers, typically in the Park City server room or data center.
3. Provide a server rack or cabinet to house the FlexNet RNI servers (3 rack spaces required).
4. Provide power for the RNI hardware at the RNI installation site.
5. Provide the network cabling from RNI servers to a Network router.
6. Provide the necessary static IP addresses for the FlexNet system components. (Two Static IP addresses are required for the RNI, and one static IP address is required for each TGB).
7. Pay any fees associated with acquiring and maintaining the static IP addresses required for the RNI and TGBs.
8. Provide information, access and support for configuring the data file between Park City's Eden billing software and FlexNet.

9. Allow a minimum of thirty (30) to forty-five (45) days from the time the TGB, RNI and sufficient endpoints have been operational before requiring that data be used for billing purposes.
10. Provide any necessary equipment should Park City require data backup beyond what is provided on the FlexNet system.
11. Perform system and data backups on a regular basis as recommended by Sensus.
12. Assure that the servers provided for the FlexWare application are used exclusively for FlexNet applications. Park City cannot modify the FlexWare software, or add or delete applications from the FlexNet RNI servers without the written approval of Sensus.

TGB Site Responsibilities:

Sensus will:

1. Provide the proper TGB hardware configuration for the project. Outdoor TGBs are required for the sites currently specified.
2. Connect all data, power and antenna cables at the TGB Cabinet. This includes the connection from the power source (supplied by the Park City), and connection of the Ethernet data cable (supplied by Park City) from the network access point at the site.
3. Provide all bracketing needed to mount the TGB antenna at the site.
4. Mount the TGB cabinet to the support structure (i.e. Concrete pad or stand) provided and identified by Park City.
5. Provide all mounting hardware and cabling from the TGB cabinet to the TGB antenna.
6. Provide the TGB equipment necessary (3 TGBs) to cover the meters in the defined installation area.
7. Hire a qualified installation team to install and configure the TGB equipment.
8. Connect the TGB equipment and antennas to an adequate ground field provided by Park City at each TGB site.
9. Sensus will not be held responsible for damage to any interior or exterior coatings on water tanks that results from welding of antenna mounts to those tanks. Parties will mutually agree to the scope of work prior to the installation.

Park City Municipal Corporation will:

1. Purchase the required number of TGBs for the project.
2. Provide an adequate area at each TGB site for installation of the TGB equipment.
3. Provide a 240 VAC power source for Outdoor TGB units. The 240 VAC power source is to be located within 1 foot of the final location of the TGB cabinet. If trenching of the power line is needed, Park City will be responsible to provide the necessary trenching, conduit, and cabling needed to supply power from the available power source to the TGB cabinet. All electrical equipment must be installed in accordance with local codes.
4. Provide TCP/IP network access at the sites where the TGBs are located. Sensus will work with Park City to determine best available backhaul options between the TGBs and the RNI. (If Park City opts for GPRS cellular backhaul, Park City will be responsible to purchase and maintain contracts for GPRS modems at the three TGB sites).
5. Provide any conduit and/or trenching required for antenna cabling between the TGB cabinet and antenna mounting structure.
6. Provide CAT 5 UV and weather resistant network cable from the network service provider access link (or GPRS modem) to the TGB cabinet.
7. Provide any conduit or trenching needed to run the network connection data cable to the TGB cabinet. Park City is responsible to assure that data cable is located within 1 foot of the final location of the TGB cabinet. (If GPRS cellular modems are used, these can be installed in the TGB cabinet).
8. Pay any and all recurring charges (power, rent, backhaul fees, site lease fees, etc.) for TGB sites used.
9. Provide padlocks to secure TGB cabinets.
10. Maintain the 240 VAC power supply to the TGB cabinets for the life of the FlexNet system.
11. Install and make available to Sensus a proper ground field at each TGB site.
12. Park City will be responsible for gaining access or permission to access any structure or land that is not owned by Park City Municipal Corporation that is required for system equipment installation.

Mountainland Supply, LLC will:

1. Provide sufficient foundation to secure the outdoor TGB cabinets. This foundation will consist of a concrete pad or steel structure that is designed to hold 600 lbs per square inch.

Repeater Site Responsibilities:

Sensus will:

1. Sensus will provide up to five (5) FlexNet Network Portal (FNP) repeaters with mounting brackets for the Park City project.
2. Install the FNP repeater units and ancillary equipment necessary to a structures (buildings, water tanks, pump sites) provided by Park City as needed.
3. Identify and hire a qualified installation team to install the FNP repeater equipment and make final end connections to the equipment.
4. Identify the optimum location to install the repeaters and communicate those locations to the customer.
5. FNP repeater locations will be identified only after sufficient TGBs and endpoints have been installed and it is apparent that additional infrastructure in the form of FNP repeaters is required to optimize system performance.

Park City Municipal Corporation will:

1. Provide installation sites for FNP repeaters as needed to achieve agreed upon coverage levels. Sites may include water tanks, pump sites, buildings or other facilities Park City can make available as necessary.
2. Provide a 120 VAC power source and cable run, in compliance with local code, to the point where each FNP repeater will be installed. The FNP repeaters can be installed on top of poles, buildings, water tanks, etc. For such cable runs, 18 AWG UV and weather resistant power cable for runs less than 470 feet and 16 AWG for runs less than 750 feet are needed.
3. Initiate, coordinate and acquire authorization for installation crews to climb poles, buildings and other structures necessary to install FNP repeaters as needed.
4. Maintain electrical power for the FNP repeaters for the life of the FlexNet system.
5. Pay any and all recurring charges (power, rent, site lease fees, etc.) for FNP repeater sites.
6. Be responsible for ongoing maintenance and support of the FlexNet collection equipment after completion of the Sensus installation and acceptance phase.

FlexNet Endpoint and Field Installation Responsibilities:

Park City Municipal Corporation will:

1. Purchase FlexNet endpoints as necessary to complete system installation.
2. Provide payment to Mountainland Supply for meter, register and endpoint installation services to be provided by SL-Serco.
3. Coordinate with Sensus, Mountainland Supply and SL-Serco to establish the meter, register and endpoint installation scope, schedule, shipment quantities, and overall project timeline.

Mountainland Supply, LLC will:

1. Hire SL-Serco to install, configure and program all meters, registers and 2-way endpoints defined in the scope of this project.
2. Coordinate with Park City, Sensus, and SL-Serco Supply to establish the meter, register and endpoint installation scope, schedule, shipment quantities, and overall project timeline.
3. Ensure the quality of the work performed by SL-Serco.

SL-Serco will:

4. Properly install all meters, registers and FlexNet 2-way endpoints defined in the scope of this project.
5. Coordinate with Park City, Sensus and Mountainland Supply to establish the meter, register and endpoint installation scope, schedule, shipment quantities, and overall project timeline.
6. Assign an SL-Serco auditor to ensure installation work is correct. Sensus will train this individual to properly identify and correct any known problems in the field. This individual will be the primary contact to troubleshoot, identify and correct non-reporting FlexNet endpoints and installation errors prior to systems acceptance by Park City.
7. Perform quality assurance for all work performed by SL-Serco.
8. Visit and troubleshoot any endpoints that are not reporting into the system after installation and prior to systems acceptance by Park City.
9. Notify Sensus if there are remaining endpoint issues after SL-Serco has performed troubleshooting of non-reporting endpoints.
10. Resolve all data entry errors in the Eden billing system originated by or caused by SL-Serco.
11. Rent or purchase handheld programming devices in sufficient quantities to meet the installation schedule mutually agreed upon by all parties.

Miscellaneous Responsibilities:

Park City Municipal Corporation will:

1. Pay any taxes, renewal, regulatory or license fees associated with the network hardware and software.
2. Apply for and purchase any needed work permits for installation of the TGB network equipment.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as of the date first set out above.

Sensus
By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

Park City Municipal Corporation
By: ______________________________
Name: ____________________
Title: ______________________________
Date: ______________________________

Mountainland Supply
By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

SL-Serco
By: ______________________________
Name: ____________________
Title: ______________________________
Date: ______________________________

Please check one of the following:
___ Document signed with no additions and or deletions
___ Customer requested changes. See attached “Sensus FlexNet Change Order Form”

DEFINITIONS

The definitions set forth below shall apply for the purposes of this Agreement.

1) “AMI or AMI System” means the integrated Sensus Advanced Metering Infrastructure technology and Services consisting of FlexNet, Approved Meters, installation tools, Licensed Software, AMI Equipment, Network Equipment, RNI, TGB and related components.
2) "FlexNet SmartPoints" means collectively any FlexNet communicating device intended to transmit meter reading and other information as appropriate from water, gas or electricity meters.
3) "Billing Window" means, with respect to the three or four day period beginning one or two days prior to, and ending two days following, the Utility’s preferred billing day for a particular meter.
4) “Available Meter" means an installed FlexNet Meter or installed SmartPoint satisfying all of the following criteria:
    a) it functions properly is not damaged or failed or an Unavailable Meter during the Billing Window;
    b) it is serviced by a TGB or FNP that has not been subjected to a power failure greater than eight (8) continuous hours during the Billing Window;
    c) neither it, nor the TGB, FNP or any other network equipment that serves that meter has been affected by a Force Majeure Event;
    d) interference or jamming of the Radio Spectrum is not preventing or interfering with radio communication to or from a SmartPoint, provided that Sensus is diligently working to effect a cure and provides a weekly status report;
    e) it is installed in a mutually agreed upon coverage area of the Utility as defined in the final propagation study;
    f) it has not been reported to the applicable Utility under Sensus' or the Utility’s preventive maintenance or trouble ticket generation service, unless the parties agree that the reason for the report was resolved before the Billing Window opened or that the meter is functioning normally;
    g) its functioning or performance has not been adversely affected by a failure of the Utility or its SmartPoint installation team to perform its obligations or tasks for which it is responsible, or to properly maintain network equipment owned by the Utility;
    h) its functioning or performance has not been adversely affected by a failure or insufficiency of the backhaul telecommunications network of the Utility used for communications among the components of the Sensus Network; and
    i) It is installed in compliance with the procedures and specifications approved by and provided to the Utility in writing by Sensus.

5) "FlexNet™" means the system comprised of the Sensus Network and the approved

SmartPoints in service in the Territory with customers of Affiliated Utilities, including back-end hardware and

6) Licensed Software. The back-end hardware consists of the RNI hardware and TGB hardware.

7) **"<u>FlexNet Network Portal (FNP)</u>" means a pole mounted unit with simple store and forward capability that communicates directly to a TGB.**

8) **"<u>RNI</u>" means the Regional Network Interface consisting of equipment and FlexWare software used to gather, store and report data collected from SmartPoints and TGBs that are part of the Sensus Network. The FlexWare software operates on the RNI.**

9) **"<u>TGB</u>" means a Tower Gateway Base station consisting of hardware, firmware and software installed at a tower site and used to communicate by radio with SmartPoints and the RNI.**

10) **"<u>Tower Site</u>" means a site on a radio tower, building, or elsewhere where a TGB is located or intended to be installed.**

11) **"<u>Tower Site Lease</u>" means a lease, license or other right to use or occupy all or a portion of a Tower Site for a TGB.**

12) "<u>Unavailable Meters</u>" include, but are not limited to the following:
    a) Cut Wire – a cut wire between the FlexNet endpoint and water meter register.
    b) Register Malfunction – a FlexNet endpoint connected to a meter register that is not functioning properly or delivering proper data output.
    c) Tampered Meters – meters or distribution assets that have been modified by unauthorized personnel rendering the meter incapable of providing accurate usage readings from that meter.
    d) Uncovered Meters – meters installed outside the mutually agreed upon coverage area.
    e) Broken TouchCoupler – the TouchCoupler is damaged by intentional or unintentional acts.
    f) Broken Clip – the clip that holds the TouchCoupler into the radio package housing is broken and the unit can not complete the inductive electrical connection.
    g) Improper installation of the TouchCoupler – the TouchCoupler is not pushed all the way into the housing clip causing the unit to not be able to complete the inductive electrical connection
    h) Unit not installed through the pit lid – the unit is not installed with the antenna positioned through the pit lid and properly secured with the retaining nut. The radio unit must also be securely attached to the antenna section.
    i) Radio unit not securely attached to the Antenna unit – The water-proof SmartPoint housing is not properly installed and secured to the antenna unit.
    j) Damaged antenna – the SmartPoint antenna is damaged by intentional or unintentional acts.

k) Damaged radio package – the unit's water-proof radio package is damaged by intentional or unintentional acts.
l) Database errors – the SmartPoint or meter is removed from the system but not updated in the database. Still shown as in the system when in fact has been removed.
m) Phantom Units – the unit is removed from the system but is still transmitting and being heard by the system.

13) "Unread" Meters means any Available Meter that is not read by the FlexNet Network.
14) "FlexWare"™ software, developed by Sensus Metering Systems, is the software utilized in the RNI to decrypt the data from meters, filter the data by application, and route the data appropriately to the utility customer. FlexWare™ includes the software in all of the RNI components
15) "SmartPoint" is a printed circuit board that provides an AMI endpoint the ability to acquire data from its connected meter and transmit the data to FlexNet collection devices.
16) SmartPoints are mounted either integral to the meter or remotely depending upon meter type and manufacturer.
17) "TouchCoupler" is an inductive coupler connection from a water register to the SmartPoint unit
18) "Register" is a mechanical or electronic device attached to a water meter designed to capture meter consumption.

Attachment 2: FlexNet Customer Acceptance Plan (CAP)

As part of the FlexNet system deployment, three milestones have been established and defined. The customer will accept and operate the FlexNet system once milestone three (3) has been completed. At that point, Sensus will provide support per the agreed upon service levels.

Milestone 1: Network Deployment

- Milestone 1, Network Deployment, is considered achieved when the agreed number of TGB's have been installed at the identified locations and are providing coverage for the area as defined in the customer propagation study.

Milestone 2: Meter and/or AMI Delivery and Installation

- Meter and/or AMI system endpoint delivery and installation is considered achieved 30 to 45 days after the last meter to be automated has been installed as required for the relevant phase of the project.

Milestone 3: Customer Acceptance Plan (CAP)

- The CAP is achieved when the system performance has reached a level of 98.5% or better successful reads in the defined acceptance period.
- The System CAP is determined by dividing the number of installed SmartPoints that are registered on the network by those that have successfully provided a reading during a three (3) day reading window.
- CAP should be completed on an individual route basis.
- A complete route should be installed, optimized and then determined to meet the criteria identified as the acceptance criteria before proceeding to the next route installation.
- The CAP reading window period is a mutually agreed upon period between the Customer and Sensus not to exceed ninety (90) days after Milestone 2 has been achieved.
- The 98.5% CAP parameters will be confirmed as a result of the propagation study prepared for the customer.
- Completed propagation studies that identify areas of non-coverage that would reduce the percentages below 98.5% will be communicated to the customer and new CAP percentages will be mutually agreed upon or additional infrastructure will be indentified to achieve these numbers.
- The successful read threshold is subject to the following exceptions for which any SmartPoints shall not be included in CAP calculations:
    - Daily reads lost during tower power failures > 24 hours.
    - Force Majeure Events of Acts of God.
    - SmartPoints reported to the utility customer by Sensus indicating that radio contact has been lost or degraded within 3 days of the reading window.

- o SmartPoints installed out of the territory as defined by Network Coverage requirements defined in the propagation study.

All such SmartPoints shall be deemed successfully read for the purposes of calculating read percentage.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as of the date first set out above.

SENSUS METERING SYSTEMS INC.	____________________ Customer Name Here
By: ____________________	By: ____________________
Name: ____________________	Name: ____________________
Title: ____________________	Title: ____________________
Date: ____________________	Date: ____________________

Distributor Organization

By: ____________________

Name: ____________________

Title: ____________________

Date: ____________________

Please check one of the following:

○ CAP Document signed with no additions and or deletions

○ Customer requested changes to the CAP. See attached “Sensus FlexNet Change Order Form”

16

Formula

Calculating system performance will be accomplished using the following formula:

- **SmartPoints** minus **Unavailable SmartPoints** (including all sub categories) equals **Available SmartPoints**.
- **Unread SmartPoints** divided by **Available SmartPoints** equals the total Read Success Rate expressed as a percentage.

Example 1:

- **FlexNet SmartPoints = 100**
- **Unavailable SmartPoints = 12**
- **Unread SmartPoints = 2**

Then:

- **100-2=88 and**
- **88-2 = 86 then**
- **86/88 = 97.7% Read Success Rate**

Example 2:

- **FlexNet SmartPoints = 1,777,328**
- **Unavailable SmartPoints = 12,000**
- **Unread SmartPoints = 2,500**

Then:

- **1,777,328 – 12,000 = 1,765,328 and**
- **1,765,328 – 2,500 = 1,762,828 then**
- **1,762,828/1,765,328 = 99.8% Read Success Rate**

Conclusion: Monthly billing Window Read Success Rate will be calculated using this formula for SmartPoints that deliver a read to the TGB and, subsequently, the RNI within the prescribed three (3) day billing window for that meter.

Attachment 3 – Construction Agreement

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this 21st day of May, 2009, by and between PARK CITY MUNICIPAL CORPORATION, P O Box 1480, Park City UT 84060, a municipal corporation of the state of Utah (hereinafter "City"), and Mountainland Supply, LLC, which is a (*check one*) ___ corporation ___ partnership ___ sole proprietorship _X_ limited liability company (hereinafter "Contractor").

PURPOSE: For the project known as the Fixed Base Automatic Water Meter Reading System (hereinafter "Project"), which consists of the installation of a fixed base automatic water meter reading system for Park City Municipal Corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall provide Park City Municipal Corporation a Certificate of Insurance evidencing:

> **A.** Commercial General Liability insurance written on an occurrence basis with limits no less than two million dollars ($2,000,000) combined single limit per occurrence and four million dollars ($4,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if specifically requested; and employer's practices.
>
> The Contractor shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.
>
> **B.** Automobile Liability insurance with limits no less than two million dollars ($2,000,000) combined single limit per accident for bodily injury and property damage.
>
> **C.** Workers Compensation insurance limits written as follows:
> Bodily Injury by Accident $500,000 each accident;
> Bodily Injury by Disease $500,000 each employee, $500,000 policy limit

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

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

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor the total sum of One Million, Five Hundred Twenty Four Thousand, Twenty Five dollars ($1,524,025.00) for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the Scope of Work described in Section 1.

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

SECTION 6. TERMS OF PAYMENT. The City shall pay for services provided hereunder according to and in an amount not to exceed that detailed in the attached payment schedule (Attachment 4) and only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

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

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

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

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

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

SECTION 7. COMPLETION TIME. The work on this Project shall commence within ten days of receipt of the Notice to Proceed and shall be completed by June 30, 2010. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

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

SECTION 8. ADDITIONAL WORK/CHANGE ORDERS. The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested, and shall reduce the payment to the

Contractor for any reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

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

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

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

SECTION 24. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

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

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

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

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

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

SECTION 27. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed, or sent by facsimile transmission certified mail, postage pre-paid, to the parties at the following addresses:
Michael Edwards
Mountainland Supply, LLC
1505 West 130 South
Orem, Utah 84058

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

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

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

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

PARK CITY MUNICIPAL CORPORATION

____
Thomas B. Bakaly, City Manager

ATTEST:

____
City Recorder's Office

APPROVED AS TO FORM:

____
City Attorney's Office

Mountainland Supply Company
1505 West 130 South
Orem, Utah 84058

____
Michael Edwards, Manager Waterworks Sales

_378343-5501____________________
Utah Contract License No.

Corporate Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

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

____

Notary Public

Attachment 4: **SCHEDULES OF PRICES**

A. **Bid Schedule**: FIXED BASE AUTOMATIC WATER METER READING SYSTEM

Item No.	Classification of Unit Price Work	Quantity Unit	Unit Price	Amount
1	Propagation Study	1 Lump Sum	$ In Bid Item 2	$ In Bid Item 2
2	Supply, program and install Towers/Data Collectors (To attain 100% coverage)	1 Lump Sum	$ 178,000.00	$ 178,000.00
3	Provide data collector installation and diagnostic training.	1 Lump Sum	In Bid Item 2	In Bid Item 2
4	Provide, program and install Transmission Units-Single Port (approximately 4000)	1 EA	$ 140.00	$ 560,000.00
5	Provide, program and install Transmission Units-Dual Port (approximately 1300)	1 EA	$ 150.00	$ 195,000.00
6	Supply and install Transmission Units and Registers for new construction during the contract period (approximately 400 units)	1 EA	$ 213.00	$ 85,380.00
7	Replace Meter Registers as needed to ensure 1 gallon increment reads (approximately 4,660)	1 EA	$ 58.00	$ 270,280.00
8	Replace Meter lids if necessary	1 EA	$ 30.00	$ 30.00
9	Supply and install Network Server, Modems and other necessary equipment	1 Lump Sum	$ 29,400.00	$ 29,400.00
10	Supply and install Data collection and billing software	1 Lump Sum	$ In Bid Item 9	$ In Bid Item 9
11	FCC Licenses	1 EA	$ In Bid Item 2	$ In Bid Item 2
12	Training-System Operators	1 Lump Sum	$ 2,500.00	$ 2,500.00
13	Bid Bond		$ 20,720.00	$ 20,720.00
14	Trench between two meter pits	1 EA	$ 21.95	$ 21.95
15	Wire inside meter to outside of building	1 EA	$ 25.00	$ 25.00
				$ 1,341,356.95
B.	**Additional Alternate Bid Schedule**			
1	Service Contract for Data Collector Maintenance/Service	Per Year	$ 3,000.00	$ 3,000.00
2	Service Contract for System Monitoring	Per Year	$ 3,000.00	$ 3,000.00

3	Service Contract for Software Maintenance	Per year	$ 3,000.00	$ 3,000.00
4	Provide cost for mainline leak detection unit and coverage per unit.	1 EA	$ 900.00	$ 0.00
5	Web Portal	1 EA	$ 90,000.00	$ 90,000.00
6	Additional Cost for 2-Way Transmission Units	1 EA	$ 0.00	$ 0.00
7	Wire Inside Meter to Outside of Building (approximately 200)	1 EA	$ 25.00	$ 5,000.00
8	Less transmission units/registers for new construction (approx. 400)	1 EA	$ 213.00	$ (85,380.00)
9	Site Prep Work for concrete pad and TGB installation	1 EA	$ 8,500.00	$ 25,500.00
10	Contingency			$ 138,548.00
Total Bid (In Figures)				**$ 1,524,024.95**

OneMillion, FiveHundredTwentyFourThousand, TwentyFive&95/100's Dollars
in words.

Additional Costs apart from Contract:

1. Cost to run power to Aerie site $ 75,230.00
2. Meter Lid Replacement $ 1,500.00
3. Meter replacement/testing/repair $ 358,645.05
4. Surveys $ 900.00
5. Permits $ 1,330.00
6. Seasonal Employees $ 33,520.00
7. Vehicle cost $ 4,850.00

Total additional costs **$ 475,975.00**

Grand Total for Project
$2,000,000.00

City Council Staff Report

Subject: Park City's 125th Birthday Bash
Author: Max J. Paap
Department: Sustainability
Date: May 21, 2009
Type of Item: Administrative – Master Festival License

Summary Recommendations:
Review the Master Festival License application, conduct a public hearing, and approve the license for Park City's 125th Birthday Bash, as conditioned, on June 13, 2009 to be held on various portions of Main Street for daytime activities and the main stage in the evening on Main Street between Heber Avenue and 9th Street.

Description:
Topic:
Review the Master Festival License Application, submitted by the Park City Chamber/Bureau in conjunction with Park City Municipal for Park City's 125th Birthday Bash to be held on various portions of Main Street for daytime activities and the main stage in the evening on Main Street between Heber Avenue and 9th Street on June 13, 2009.

Background:
Park City will be celebrating the 125th Anniversary of its founding in 2009 with a community-wide event to kick off the summer season. The Park City Chamber/Bureau submitted an application requesting a Master Festival License to hold the Park City 125th Birthday Bash with a day-long celebration on various locations on Main Street. The event includes a variety of community related events that have been programmed for a variety of places in and around Main Street. At the time of this report a walking parade, street performers, a trampoline aerial show, historic tours with docents, storytelling, speeches, kid's games, and live music have been indicated as the programming. The music would be programmed in Miner's Park in the daytime, with a main stage at lower Main Street between Heber Avenue and 9th Street. This closure would be very similar to the closure for the Park Silly Sunday Market. The main concert would run from 7:30 pm until 9:30 pm. HMBA has been notified of the partial closures of Main Street and has no negative comment on the closures. Section 4-8-4(A) of the Park City Municipal Code requires all MFL applications be completed and submitted no less than ninety (90) days prior to the event. The applicant has met that requirement.

Park City's 125th Birthday Bash is consistent with the City Council's Goal #4 which is to continue to promote Park City as multi-seasonal resort by maintaining its status as a World Class Resort which hosts such events as this and to increase the number of events and to promote the character of Park City.

Analysis:

Street events and activities

The event organizers have requested to hold their event on Saturday, June 13, 2009. The event organizers would begin to take Main Street between Heber Avenue and 9th Street at 6:00 am to facilitate the build out of the stage and any other activities on the street. Portions of upper Main Street, and possibly the Brew Pub Lot will be closed to vehicles and on-street parking beginning at 6:00 am. Heber Avenue may be utilized for some programming, and will be systematically closed to accommodate this activity. This is consistent with other on-street events such as the 4th of July and Miner's Day. The organizers, along with Special Events staff, will monitor activity on portions of upper Main Street to maximize the ability to return pay-and-display parking as efficiently and safely as possible. PCMC along with various community players have been meeting on a weekly basis to shape the events of the day; Exhibit A is a draft of the current ideas for the celebration. The HMBA will permit and operate a beer garden to service the lower Main Street venue; they are currently submitting their application to the UDABC. All street activity will end at 9:30 pm and the stage will be removed by 12:00 am and the street returned to vehicular traffic.

Parking

Parking for the anticipated crown can be accommodated with the public and private parking lots near the venue. Satellite parking lots will be available, with public transit, at Park City Mountain Resort and Deer Valley. Electronic signs directing spectators to China Bridge will be implemented.

Marketing Plan

As part of new the criteria established to consider closures of Main Street the applicant must submit a marketing plan and demonstrate the ability to work with HMBA. The HMBA board meets with the applicant on May 19th and shall submit a marketing plan no later than May 26th to be reviewed by the Special Events Manager.

This application is being reviewed as a Master Festival License due to the request to play amplified music, attraction of large crowds (over 500), partial street closure, use of off site parking facility, and use of City property. The applicant has indicated the amplified music would take place only between the hours of 12:00 pm and 9:30 pm on Main Street.

Department Review:

All applicable departments have reviewed Park City's 125th Birthday Bash and their comments have been incorporated into the report.

Alternatives:

Approve the Request:

Approve the Master Festival License allowing Park City's 125th Birthday Bash as described.

Deny the Request:

Deny the Master Festival License, preventing the addition of Park City's 125th Birthday Bash to Park City's schedule of events.

Continue the Item:

The City Council may continue the discussion in order to receive additional information.

Significant Impacts:

Park City has held many similar events to Park City's 125th Birthday Bash. The activities will be contained within the venue and will conclude by 9:30 pm. The street will be opened to the public by 12:00 am on Sunday, June 14, 2009.

Consequences of not taking the recommended action:

Park City's 125th Birthday Bash would not take place.

<u>RECOMMENDATION</u>:

Staff recommends the City Council conduct a public hearing and approve a Master Festival for Park City's 125th Birthday Bash on June 13, 2009 based on the following Findings of Fact, Conclusions of Law and Conditions of Approval.

<u>Findings of Fact:</u>

1. Park City's 125th Birthday Bash will be Saturday, June 13, 2009. The event will last from 9:00 pm to 9:30 pm and will occur at various locations in and around Main, with the main stage on the lower portion of Main Street, between Heber Avenue and 9th Streets.
2. Parking for the anticipated crowd of over 500 people can be accommodated with the existing private and public parking lots in and around the venues. Should the need arise satellite parking lots at both PCMR and Deer Valley could be utilized. The conduct of Park City's 125th Birthday Bash will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its venue.
3. The events associated with Park City's 125th Birthday Bash will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
4. The event will be held at various locations on and around Main Street. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
5. No other Master Festival or Special Event Licenses have been issued for June 13, 2009. Park City's 125th Birthday Bash will not substantially interfere with any other Special Event or Master Festival for which a license has already been granted or with the provision of City services in support of other such events or governmental functions.

6. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
7. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

Conclusions of Law:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4, Chapter 8.

Conditions of Approval:

1. The applicant, at its' cost, shall incorporate such measures as directed by Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the applicant.
2. Applicants shall provide proof of liability insurance in the amount of two million dollars ($2,000,000) or more as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as additional insured. All Applicants shall further indemnify the City from liability occurring at the event except for any claim arising out of the sole negligence or intentional torts of the City or its employees.
3. All amplified music may begin at 12:00 pm and cease by 9:30 pm on Saturday, June 13, 2009 on Lower Main Street.
4. Applicant shall notify all adjacent Lower Main Street neighbors 48 hours prior to the event.
5. The applicant will work with City Staff to orient the music stage so as to minimize sound impacts to the neighborhood and the applicant shall monitor the following:
   (A) The program manager, or his/her designee, shall provide on-site management for the event.
   (B) A sound technician shall provide on-site monitoring for the event with music, amplified or otherwise, and any amplified event.
   (C) The program manager shall be responsible to ensure that the sound system maintains the sound at an A-weighted sound level adjustment and maximum decibel level of 90, as measured twenty-five feet (25') in front of the stage.
6. All plans for tents, fireworks, stages and other temporary structures shall be submitted to the Building Department for review and permitting by June 4, 2009.
7. A final site plan and schedule of events shall be submitted to the Special Events Manager by June 4, 2009.
8. The applicant shall barricade and provide detour signage for the street closure in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) for the duration of the event.

Attachments
Exhibit A- Tentative Event Schedule
Exhibit B- Applicant's Summary of Activities

Exhibit A-

Park City's 125th Birthday Bash
Activities Committee and Contributors: Kathy Hunter, Dana Williams, Jan Scott, Teri Orr, Ginger Tolman, Jenny Diersen, Johanna Fassenbender, Jewels Harrison, Max Paap, Sandy Geldhof, Eileen Dunn, Pat Sanger, and Jenny Dorsey

Overall plans for Saturday, June 13:

- Main Street closures:
    - Top of Main (Heber Ave and south to Wasatch Brew pub lot) closed 11 am to 6 pm
    - Lower Main (Heber Ave and north to turnaround) 11 am to 11 pm

- Stage area will be set up on lower Main Street to allow for security needs and greater visibility for the events
- Majority of activities will take place on upper Main Street; businesses will be encouraged to offer specials and set up sidewalk displays/dining, etc.
- Two beer gardens will be set up: one at Miners Park and one on lower Main
- Western Governors group will be having dinner on lower Main at 5:30 pm
- Chamber will market to locals, Wasatch Back and Wasatch Front; will set up 125th web page with calendar of events
- If you know of any potential sponsors, contact Craig Sanchez

Proposed schedule of activities:

9 – 11 am Breakfast on Main Street (Street open)

12 pm? Motorcycle Ride to end at Kimball Art Center and be on display (Jenny D.)

12 – 4 pm
12:30 pm? Walking parade (Teri Orr and Rotary)
12 – 4 pm? Kids Activities at top of Main Street (Eileen, Arts-Kids, Boy Scouts, Museum)
12 – 4 pm Main St. business sidewalk displays/dining (Sandy)
Time? Birthday Cake on Main Street (Eileen)

12:30 – 3 pm Docents in costume – participate in walking parade then go to stations in front of Main Street historic buildings for storytelling, photo opportunities (Johanna, PC Museum; Jenny Diersen, Kimball)

1 – 4 pm Aerials show at intersection of Heber and Main (Dana talking to Worthington)
Three 15-minute shows or two 20-minute shows timed in between musical performances in Miners Park

12:00 - 5:30 pm Miners Plaza Stage Performances (Brian Richards, Mountain Town Stages)
12:00 to 1:30 pm Lash Larue
2:00 to 3:30 pm Swagger
4:00 to 5:30 pm Fat Paw

4:30 – 9:30 pm Main Stage Performances (Brian Richardson, Craig Sanchez, PCPAF)
4:30 to 5:00 pm PC High School Jazz Band
5:00 to 5:30 pm Tai Chi demonstration
5:30 to 6:00 pm Irish Dance Troupe

6:15 to 7:00 pm Mariachi Band
7:00 to 7:30 pm Presentations (County gift, Happy B'day speeches, etc.)
7:30 to 9:30 pm Sam Bush

ACTIVITY PROJECTS DETAILS:

Breakfast Specials on Main Street (Eileen Dunn)
- Eileen will work with restaurants on Main Street to offer specials to encourage residents and visitors to enjoy meals and lengthen their stay on Main Street

Parade on Main Street (Teri Orr and Rotary)
- Start time?
- 125th Anniversary theme with entries that celebrate Park City history, culture, residents who have shaped community, mining, Olympics, flags of countries represented in settlement of community, etc.
- No motorized vehicles
- Parade from the top of Main Street to Heber Avenue
- Parade participants report to Wasatch Brew Pub by ?? am
- Pets welcomed but owners must clean-up after them
- Music encouraged but not provided
- No application fees
- Three prizes for Best Presentation of Spirit; Most Original or Creative; Childrens' Award. Awards announced from stage on lower Main
- Getting the word out to community
- Materials/resources needed?
- Budget?

Motorcycle Ride/Display and Kimball Exhibit (Jenny Diersen)
- Bike ride to arrive in PC and end at Kimball Art Center, then display bikes outside KAC
- Ties into opening day of KAC's exhibit on motorcycles
- Arrival time?
- Area for bike display outside?

Kids' Activities – Top of Main Street (Eileen, Arts-Kids, Boy Scouts, PC Museum)
- Old fashioned games such as watermelon and pie-eating contests, hot dogs, popcorn stands, apples on strings, bean bag toss, tug-of-war, etc. (Museum help identify period games?)
- Arts-Kids activities (arts, face painting, etc.)
- Displays/exhibits depicting what life was like in 1884 (Museum?)
- Other?
- Materials/Resources needed?
- Budget?

Main St. business involvement (Sandy)

- Work with Main Street businesses and restaurants to encourage them to offer meal specials, set up outdoor dining and sidewalk displays to add energy to the street and encourage visitors to stay longer and have their meals on Main Street
- Encourage displays that tie into anniversary/PC history, etc. (e.g., Roots host a table with athletes signing posters)
- Encourage photo displays at Main Street businesses of what existed in that location in early years (Museum help?)

Birthday Cake (Eileen)

- Eileen will work with local bakeries to work together to provide birthday cake on Main Street
- Sparklers, paper plates, napkins, forks, etc.; flat bed truck
- Placement?
- Budget?

Docents in Costume – Storytelling and Photo Opportunities (Johanna , PC Museum; Jenny Diersen, Kimball Art Center)

- Docents in historic costumes will march in walking parade then stand in front of historic buildings on Main Street for storytelling and photo opportunities. They will also provide yellow slickers and miners helmets for visitors to don for photo opportunities.
- Silver balloons will be used to help visitors easily identify their locations and encourage movement up and down Main Street. (who will order and pick up?) (Cost: approximately $60)
- Water bottles for docents (48 water bottles enough? who will pick up and deliver to posts?) (Cost: approximately $20)
- Docents will also have museum photos at each station to show to visitors to tell the story of that location.
- Locations will include:
    - City Hall (Fire tower and historic library; government center; great fire)
    - Chinatown on 4th Avenue (west side of Main)
    - Hodgson Jewelry Store (4th & Main; east side business)
    - Kearns Building (Meyer Gallery; mining, great fire)
    - Summit County War Memorial Building (Harry O's; Great Depression, war memories)
    - Park Hotel (Claimjumper; early tourism)
    - Union Pacific Depot (Zoom; railroad, travel, mining, business, etc.)
    - Archer Mortuary (Sushi Arashi? Prohibition)
    - Bogan Boarding House, Centennial, Royal Hotel (same vacant; Grappa, respectively; mining boarding houses; initial ski industry?)
    - Kimball's Garage (Kimball Art Center; Kimball livery and town's transition)
    - Utah Power & Light (Alamo/No Name Saloon; PC saloon and international history)

- Elks Building (same as today; fraternal org & labor union history

<u>Aerials Show</u> (Dana talking to Worthingtons)

- Olympics represented through aerials show on trampolines set up at the intersection of Heber Avenue and Main Street (three 15-minute or two 20-minute presentations between 1 and 3 pm)
- 30’ x 30’ footprint
- Access for in-load and out-load
- Power source
- Materials to rope off area

Submit by Email | Print Form

PARK CITY MUNICIPAL CORPORATION
SPECIAL EVENT AND MASTER FESTIVAL LICENSE
EVENT APPLICATION – PART I

PARK CITY 1884

Special Events
435.615.5150
specialevents@parkcity.org

PART I of the Special Event and Master Festival License (MFL) must be completed and submitted electronically to the Special Events Department no less than 90 days prior to a MFL or no less than 60 days prior to a Special Event.
The application will be reviewed by the Special Events Department. *Granting of the permit is not guaranteed.*

APPLICANTION FEES – DUE AT TIME APPLICANT SUBMITS PART I

All new applications require a $100 application processing fee.
All applications for returning events require a $50 application processing fee.
The Application Fee is NON-REFUNDABLE.

ADDITIONAL FEES

Additional fees for other services, including Health Department, Fire Department, and City Services will be estimated and provided to the applicant. Applicant will receive a final invoice approximately two weeks after the event concludes.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

NAME	Park City Chamber/Bureau	
STREET ADDRESS	1910 Prospector Avenue	
CITY, STATE, ZIP CODE	Park City, Utah 84060	
DAY PHONE	435.658.9608	
FAX PHONE	435.649.4132	
E-MAIL ADDRESS	bob@parkcityinfo.com	
SPONSORING ORGANIZATION	Park City Chamber/Bureau and Park City Municipal	
Contact Person "ON SITE" Day of Event	Name: Bob Kollar	Cell Number: 435.640.5131

EVENT INFORMATION

Type of Event (Check all that apply):

Master Festival Criteria: A PUBLIC EVENT (If one box is checked, the event is automatically a MFL)	☒ Attraction of crowds over 500	☒ Street Closure	☒ Use of City park, building or property	☐ Use of off-site parking facility	☒ Use of amplified music
Special Event Criteria: PRIVATE OR PUBLIC EVENT	☐ Causes significant public impacts via disturbance, crowd, traffic/parking	☐ Disruption of the normal routine of the community or affected neighborhood	☐ Necessitates temporary business or liquor licensing	☐ Events signs, visible from public property	☐ Temporary structures

☐ Run/Walk	☐ Parade	☐ Trail Event
☐ Road Bike Event	☐ Park Festival	☐ OTHER (please specify):
☐ Street Fair	☒ Concert	

EVENT TITLE:	Park City's 125th Anniversary Celebration	
FIRST TIME OR ANNUAL EVENT (IF ANNUAL, HOW MANY YEARS?)	First time	
EVENT DATE (S)	June 13, 2009	
EVENT HOURS	START: noon	END: 10 pm
SET-UP	DATE: June 13	TIME: 8 am
BREAK DOWN	DATE: June 13	TIME: 10 pm

ATTENDANCE	PARTICIPANTS: 25	SPECTATORS: 500+	TOTAL: 525+
LOCATION			

OVERALL EVENT DESCRIPTION (Briefly explain event and activities):
Free concert on Main Street with various historical activities on the Street and around town

MARKETING YOUR EVENT (Your Marketing Plan is criteria for approval of your event)		
Contact the Park City Chamber/Bureau to help market y our event	435.649.6100	www.parkcityinfo.com
PLEASE DESCRIBE MARKETING AND PROMOTIONAL EFFORTS FOR YOUR EVENT: Local PSAs on KPCW, local ads in The Park Record, inclusion in the Park City Chamber/Bureau's marketing materials and events calendar.		

RULES AND REGULATIONS

- A non-refundable application fee is required at the time the application is submitted to Park City Municipal Corporation. For new events the application fee is $100, for returning events the application fee is $50.00.
- Part I of the application must be submitted a minimum of 90 days prior to a Master Festival License (MFL) and 60 days prior to a Special Event. Part II of the application for both a MFL and a Special Event must be submitted 45 days prior to the requested event date.
- A site plan of your event is required with your application identifying street closures, signs, supply trucks, barricades, tents, activity location, portable toilets, bleachers, other temporary structures, water stations, headquarters, solid waste containers, entrance/exits, walkways and any other details that would assist the Special Event Staff with understanding the setup of your event.
- For runs, walks and parades a site plan outlining your route must be submitted along with your Special Event Permit application. If your event will generate additional traffic, or interrupt existing traffic on any city street, a traffic control plan outlining necessary street closures is required before a Special Event Permit will be issued.
- Permit Applications may require review by the City Council for approval or denial. Need for review is based on size, location, scope and impact of event.
- An applicant must schedule a meeting with Special Event Staff 30 working days prior to event.
- A certificate of insurance must be filed with Special Event Services ten (10) working days before the event in the amount of $2,000,000. The City of Park City requires all certificates of insurance to be submitted on a standard ACORD form, or on the insurance company's letterhead. Park City Municipal Corporation must be listed as additionally insured. If you do not have insurance, the City of Park City is able to provide you insurance, at a cost, through the TULIP Program. Please visit our website at; www.parkcity.org/Special Events & Facilities/applications/index.html.
- All debris and trash must be removed from an event site immediately after the event. Failure to do so may require more City Services. All expenses will be the responsibility of the event applicant. It is highly recommended that the applicant provide recyclable receptacles at the event. Please contact a local recycle company (information provided in Application Part II). Thank you.
- Depending on the duration of your event and the availability of public restrooms, you may need to rent portable chemical toilets to accommodate participants. Park City Municipal Corporation City Code requires one (1) chemical toilet for every 65 people. The figure is based upon the maximum number at your event during peak time. The total number of toilets will be determined on a case-by-case basis.
- You must receive approval for your event before you promote market or advertise your event. Conditional

approval will be made after the event organizer submits the application and it is initially screened. Acceptance of your Special Event Application by the City is not a guarantee of the date, location or an automatic approval of your event. • Only readily removable barricades may be used for street closures and a 20-ft lane of clearance is required for emergency vehicle access at all times. You may be required to provide advisory signs if your event impacts a major use roadway. Advisory signs are intended to provide advanced notice to the regular users of a roadway of the scheduled closure. • In some cases, the hiring of officers from the Park City Police Department, a professional security company, or a combination of both may be required in order to obtain a Special Event Permit. The Park City Police Department determines the need, number, and type of security personnel based on expected attendance, location of the event, the presence of alcohol, history of the event, nature of the event, street closures, and the amount of advertising used for an event. • The Fire Department must review and approve the following: your plans for first aid and/or emergency medical services; your route for emergency vehicle access; • The Building Department must review parade floats; use of an open flame; use of fireworks or pyrotechnics; handling of vehicle fuel; cooking facilities; the location of power sources; the availability and location of on-site fire suppression equipment; the occupancy and spacing of tables or enclosures; and the use of tents, canopies or any fabric shelters. The Building Department will require an inspection before and/or during the event. • All temporary structures, i.e. tents, stages, platforms, etc. must be engineered and stamped by a State of Utah Licensed Engineer. • The applicant(s) shall assume and reimburse the City for any and all costs and expenses determined by City to be unusual or extraordinary, and related to the event for which the permit is sought, including but not limited to: A. The cost of providing, erecting, and moving barricades and/or signs; B. The cost of providing and moving garbage or waste receptacles; C. The cost of city personnel who are required by the city to work overtime hours • The City may require, as a condition to issuance of a permit, that a sum be deposited with the city to meet such costs. The required deposit shall not exceed one thousand dollars ($1,000.00).

AGREEMENT AND SIGNATURE	
I the undersigned representative have read the rules and regulations with reference to this application and am duly authorized by the organization to submit this application on its behalf. The information contained herein is complete and accurate.	
Name (printed)	Bob Kollar
Signature *(if electronic signature is available)*: Bob Kollar	**Date:** 3.9.09

REMITTAL INFORMATION	
Park City Municipal Corporation (PCMC) **ATTN: Special Events** **PO Box 1480** **Park City, Utah 84060** **435.615.5150**	***If you would like to pay by credit card or make your payment in person please contact Jennifer Byrd at 435.615.5056.***

OFFICE USE ONLY	
PERMIT APPLICATION #:	**ASSIGNED TO:**
NOTES:	

City Council
Staff Report

Subject: Weekly Mountain Bike Series
Author: Max J. Paap
Department: Sustainability
Date: May 21, 2009
Type of Item: Administrative – Master Festival License

Summary Recommendations:
Review the Master Festival License application, conduct a public hearing, and approve the license for the Weekly Mountain Bike Series, as conditioned, on May 27, June 3, June 10, and June 17, 2009 to be held on the Round Valley Trail System.

Description:
Topic:
Review the Master Festival License Application, submitted by Mountain Race Works, Inc., for the Weekly Mountain Bike Series May 24, June 3, June 10, and June 17, 2009.

Background:
Mountain Race Works, Inc. submitted an application requesting a Master Festival License to hold a series of Wednesday night mountain bike rides on the Round Valley Trail system. The event would kick off a series of races and would eventually end up at Solitude later in the season. This is a first year event at the Round Valley location that hopes to again engage the mountain biking community that has recently lost a group of major events over the past year. NORBA has decided to not return to Deer Valley in 2009, after many years of larger and successful events at that venue. The E 100 has stopped running its three race series, in and around Park City as well. The organizer feels that by holding more structured rides, it will again revitalize the mountain biking community in hopes of eventually gaining a larger event that could eventually showcase trails at all three major resorts. These races are intended to showcase the connectivity, and accessibility of the regional trail system. Staff believes that by starting with a small four series race, and monitoring it for the 2009 season could lead to larger and more diverse biking events in the future. The event would run from 5:00 pm to 8:30 pm on May 27, June 3, June 10, and June 17, 2009.

Mountain Trails Foundation was notified of this event at their April Board meeting and the Board had no dissenting comments.

Mountain Race Works, Inc submitted their initial application in April of 2009; Park City Municipal Code (4-8-4) requires 90 day review for consideration of a Master Festival License. Mountain Race Works have not met that criterion. Staff recommends that Council consider approval based on showing good cause to again promote and showcase mountain biking events in the area.

The Weekly Mountain Bike Series is consistent with City Council's Goals of Preservation of Park City Character and to promote Park City as a multi-seasonal resort by maintaining its status as a World Class Resort which hosts such events as this and to increase the number of events.

Analysis:
The event organizers have requested to hold their event on May 27, June 3, June 10, and June 17, 2009. The event would begin at 5:00 pm on the Round Valley Trail System and parking area. The applicant will take the venue at 5:00 pm and will complete the race no later than 8:30 pm. At no time would the trail system be closed to any public users. The organizer will be responsible for notifying users no later than 48 hours prior to each event. This application is being reviewed as a Master Festival License due to the request for use of City property.

Racing Activities
Races would begin at 5:00 pm on the four dates noted and end no later than 8:30 pm on a marked course on the Round Valley trail system. The organizers have not submitted a final site plan at the time of this report. Staff will require and review final site plans for the race course no later than May 20, 2009. Staff will encourage the organizer to alternate the routes so as to minimize the impact to the trail system. Staff is also requiring a clean-up plan be in place and submitted no later than May 20, 2009. The organizers have met with PCMC staff to ensure that all events that occur will not adversely affect public safety.

Parking
The anticipated 25-70 attendees of this event will be directed to park in the lower lots of the Quinn's Junction Sport Complex; leaving parking for the users of the rink in tact. Staff has reviewed the game schedules for field use and finds no conflict with the race series dates.

Department Review:
All applicable departments have reviewed The Weekly Mountain Bike Series application and their comments have been incorporated into the report.

Alternatives:

Approve the Request:

Approve the Master Festival License allowing The Weekly Mountain Bike Series as described. This is staff's recommendation

Deny the Request:

Deny the Master Festival License, preventing the addition of The Weekly Mountain Bike Series to Park City's schedule of events.

Continue the Item:

The City Council may continue the discussion in order to receive additional information

Significant Impacts:

Park City has held many similar events to The Weekly Mountain Bike Series. The activities will be contained within described venues and will conclude by 8:30 pm.

Consequences of not taking the recommended action:

The Weekly Mountain Bike Series would not take place.

RECOMMENDATION:

Staff recommends the City Council conduct a public hearing and approve a Master Festival License for The Weekly Mountain Bike Series on May 27, June 3, June 10, and June 17, 2009 based on the following Findings of Fact, Conclusions of Law and Conditions of Approval.

Findings of Fact:

1. The Weekly Mountain Bike Series will be held May 27, June 3, June 10, and June 17, 2009. The event will last from 5:00 pm to 8:30 pm and will occur on the Round Valley trail system.
2. Parking for the anticipated crowd of 25-70 people will be accommodated in the existing public parking around the venue. The conduct of The Weekly Mountain Bike Series will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its venue.
3. The event is oriented towards families and youth. The events associated with The Weekly Mountain Bike Series Races will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
4. The event will be held at Quinn's Junction Sports Complex and Round Valley trail system. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
5. Mountain Race Works, Inc. submitted their initial application in April of 2009;

Park City Municipal Code (4-8-4) requires 90 day review for consideration of a Master Festival License. Mountain Race Works have not met that criterion. City Staff finds there is good cause to review the application short of the 90 day deadline due to the minor nature of the event, third party coordination delayed final details for timely submittal, and on-going coordination between the applicant and staff prior to formal application. Encouraging the return of programmed mountain bike events to the community is a high priority with the loss of NORBA and the E 100 Series.

6. No other Master Festival and Special Event Licenses have been granted for May 27, June 3, June 10, and June 17, 2009. The Weekly Mountain Bike Series will not substantially interfere with the logistics and venue for any event for which a license has already been granted and with the provision of City services in support of other such events or governmental functions.
7. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
8. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

Conclusions of Law:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4, Chapter 8.

Conditions of Approval:

1. The applicant, at its' cost, shall incorporate such measures as directed by Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the applicant.
2. Applicants shall provide proof of liability insurance in the amount of two million dollars ($2,000,000) or more as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as additional insured. All Applicants shall further indemnify the City from liability occurring at the event except for any claim arising out of the sole negligence or intentional torts of the City or its employees.
3. All plans for tents, stages and other temporary structures shall be submitted to the Building Department for review and permitting by May 20, 2009.
4. A final site plan and clean-up plan shall be submitted no later than May 20,2009
5. The applicant is responsible for a Parking Management Plan in a form approved by the Park City Municipal Event Manager and Chief of Police.
6. Applicant is advised they are utilizing city open space protected by Conservation

Easements. Race activity shall be limited to existing trails and the Quinn's Junction Sports Complex. Participants and spectators shall be advised to stay on trails and minimize impacts. Writing/spray painting messages (other than official pre-approved trail markings) and discarding water bottles, empty food packets or other litter on trails is prohibited.

Attachments

Exhibit A- Applicant's Summary of Activities

Submit by Email | Print Form

PARK CITY MUNICIPAL CORPORATION
SPECIAL EVENT AND MASTER FESTIVAL LICENSE
EVENT APPLICATION – PART I

Special Events
435.615.5150
specialevents@parkcity.org

PART I of the Special Event and Master Festival License (MFL) must be completed and submitted electronically to the Special Events Department no less than 90 days prior to a MFL or no less than 60 days prior to a Special Event.
The application will be reviewed by the Special Events Department. *Granting of the permit is not guaranteed.*

APPLICANTION FEES – DUE AT TIME APPLICANT SUBMITS PART I

All new applications require a $100 application processing fee.
All applications for returning events require a $50 application processing fee.
The Application Fee is NON-REFUNDABLE.

ADDITIONAL FEES

Additional fees for other services, including Health Department, Fire Department, and City Services will be estimated and provided to the applicant. Applicant will receive a final invoice approximately two weeks after the event concludes.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

NAME	Riley Siddoway	
STREET ADDRESS	1285 S. Hoytsville Road	
CITY, STATE, ZIP CODE	Coalville, Utah, 84017	
DAY PHONE	435-671-5053	
FAX PHONE		
E-MAIL ADDRESS	rsiddoway@mountainraceworks.com	
SPONSORING ORGANIZATION	Mountain RaceWorks Inc.	
Contact Person "ON SITE" Day of Event	Name: Riley Siddoway	Cell Number: 435-671-5053

EVENT INFORMATION

Type of Event (Check all that apply):

Master Festival Criteria: A PUBLIC EVENT (If one box is checked, the event is automatically a MFL)	☐ Attraction of crowds over 500	☐ Street Closure	☒ Use of City park, building or property	☒ Use of off-site parking facility	☐ Use of amplified music
Special Event Criteria: PRIVATE OR PUBLIC EVENT	☐ Causes significant public impacts via disturbance, crowd, traffic/parking	☐ Disruption of the normal routine of the community or affected neighborhood	☐ Necessitates temporary business or liquor licensing	☒ Events signs, visible from public property	☒ Temporary structures

☐ Run/Walk	☐ Parade	☒ Trail Event
☐ Road Bike Event	☐ Park Festival	☐ OTHER (please specify):
☐ Street Fair	☐ Concert	

EVENT TITLE:	Weekly Mountain Bike Series	
FIRST TIME OR ANNUAL EVENT (IF ANNUAL, HOW MANY YEARS?)	Annual, 2nd Year	
EVENT DATE (S)	May 27, June 3, June 10, June 17	
EVENT HOURS	START: 5:00pm	END: 5:00pm
SET-UP	DATE: Each Event Date	TIME: 5:00pm
BREAK DOWN	DATE: Each Event Date	TIME: 8:30pm

ATTENDANCE	PARTICIPANTS: 25-70	SPECTATORS: N/A	TOTAL: 25-70
LOCATION	Round Valley Trail System and Parking Area.		

OVERALL EVENT DESCRIPTION **(Briefly explain event and activities):**
Weekly Mountain Bike race series with 4 races in Round Valley. Remaining races at other locations outside of Park City

MARKETING YOUR EVENT **(Your Marketing Plan is criteria for approval of your event)**		
Contact the Park City Chamber/Bureau to help market y our event	435.649.6100	www.parkcityinfo.com

PLEASE DESCRIBE MARKETING AND PROMOTIONAL EFFORTS FOR YOUR EVENT:

Grass roots advertising, Blogs, Forums, Posters, past email lists. Local media i.e. Park Record, Park City TV, KPCW. Event will also be advertised through partnerships with local bike shops and local businesses.

RULES AND REGULATIONS

- A non-refundable application fee is required at the time the application is submitted to Park City Municipal Corporation. For new events the application fee is $100, for returning events the application fee is $50.00.
- Part I of the application must be submitted a minimum of 90 days prior to a Master Festival License (MFL) and 60 days prior to a Special Event. Part II of the application for both a MFL and a Special Event must be submitted 45 days prior to the requested event date.
- A site plan of your event is required with your application identifying street closures, signs, supply trucks, barricades, tents, activity location, portable toilets, bleachers, other temporary structures, water stations, headquarters, solid waste containers, entrance/exits, walkways and any other details that would assist the Special Event Staff with understanding the setup of your event.
- For runs, walks and parades a site plan outlining your route must be submitted along with your Special Event Permit application. If your event will generate additional traffic, or interrupt existing traffic on any city street, a traffic control plan outlining necessary street closures is required before a Special Event Permit will be issued.
- Permit Applications may require review by the City Council for approval or denial. Need for review is based on size, location, scope and impact of event.
- An applicant must schedule a meeting with Special Event Staff 30 working days prior to event.
- A certificate of insurance must be filed with Special Event Services ten (10) working days before the event in the amount of $2,000,000. The City of Park City requires all certificates of insurance to be submitted on a standard ACORD form, or on the insurance company's letterhead. Park City Municipal Corporation must be listed as additionally insured. If you do not have insurance, the City of Park City is able to provide you insurance, at a cost, through the TULIP Program. Please visit our website at; www.parkcity.org/Special Events & Facilities/applications/index.html.
- All debris and trash must be removed from an event site immediately after the event. Failure to do so may require more City Services. All expenses will be the responsibility of the event applicant. It is highly recommended that the applicant provide recyclable receptacles at the event. Please contact a local recycle company (information provided in Application Part II). Thank you.
- Depending on the duration of your event and the availability of public restrooms, you may need to rent portable chemical toilets to accommodate participants. Park City Municipal Corporation City Code requires one (1) chemical toilet for every 65 people. The figure is based upon the maximum number at your event during peak time. The total number of toilets will be determined on a case-by-case basis.
- You must receive approval for your event before you promote market or advertise your event. Conditional

approval will be made after the event organizer submits the application and it is initially screened. Acceptance of your Special Event Application by the City is not a guarantee of the date, location or an automatic approval of your event.
• Only readily removable barricades may be used for street closures and a 20-ft lane of clearance is required for emergency vehicle access at all times. You may be required to provide advisory signs if your event impacts a major use roadway. Advisory signs are intended to provide advanced notice to the regular users of a roadway of the scheduled closure.
• In some cases, the hiring of officers from the Park City Police Department, a professional security company, or a combination of both may be required in order to obtain a Special Event Permit. The Park City Police Department determines the need, number, and type of security personnel based on expected attendance, location of the event, the presence of alcohol, history of the event, nature of the event, street closures, and the amount of advertising used for an event.
• The Fire Department must review and approve the following: your plans for first aid and/or emergency medical services; your route for emergency vehicle access;
• The Building Department must review parade floats; use of an open flame; use of fireworks or pyrotechnics; handling of vehicle fuel; cooking facilities; the location of power sources; the availability and location of on-site fire suppression equipment; the occupancy and spacing of tables or enclosures; and the use of tents, canopies or any fabric shelters. The Building Department will require an inspection before and/or during the event.
• All temporary structures, i.e. tents, stages, platforms, etc. must be engineered and stamped by a State of Utah Licensed Engineer.
• The applicant(s) shall assume and reimburse the City for any and all costs and expenses determined by City to be unusual or extraordinary, and related to the event for which the permit is sought, including but not limited to:
A. The cost of providing, erecting, and moving barricades and/or signs;
B. The cost of providing and moving garbage or waste receptacles;
C. The cost of city personnel who are required by the city to work overtime hours
• The City may require, as a condition to issuance of a permit, that a sum be deposited with the city to meet such costs. The required deposit shall not exceed one thousand dollars ($1,000.00).

AGREEMENT AND SIGNATURE	
I the undersigned representative have read the rules and regulations with reference to this application and am duly authorized by the organization to submit this application on its behalf. The information contained herein is complete and accurate.	
Name (printed)	Riley Siddoway
Signature *(if electronic signature is available)*:	**Date:** 4-28-09

REMITTAL INFORMATION	
Park City Municipal Corporation (PCMC) **ATTN: Special Events** **PO Box 1480** **Park City, Utah 84060** **435.615.5150**	***If you would like to pay by credit card or make your payment in person please contact Jennifer Byrd at 435.615.5056.***

OFFICE USE ONLY	
PERMIT APPLICATION #:	**ASSIGNED TO:**
NOTES:	

City Council Agenda Report

PUBLIC WORKS DEPARTMENT

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

DATE: May 21, 2009
DEPARTMENT: Public Works
AUTHOR: Pace Erickson, Troy Dayley
TITLE: 2008 Pavement Management
TYPE OF ITEM: Administrative- Contract approval

SUMMARY RECOMMENDATIONS: Accept the 2009 Pavement Management bids and authorize staff to enter into an agreement in a form approved by the City Attorney with:

1. **Kilgore Paving** for pavement overlays in the amount of $211,713.15.
2. **Intermountain Slurry Seal** for slurry seals in the amount of $44,146.14.
3. **Ridge Rock Inc.** for crack seal in the amount of $47,250.00 and Trail Sealcoat sealing in the amount of $4,748.92.
4. **M&M Asphalt** for Asphalt Rejuvenator in the amount of $9,544.79.
5. **Precision Manholes** for utility adjustments in the amount not to exceed $32,184.00.

DESCRIPTION:

A. Topic. Pavement Management Program 2009

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

The pavement management plan has been up-dated several times in the last ten years most recently in 2005 by Local Technology Assistance Program (LTAP) a group affiliated with Utah State University. The review consisted of visually inspecting the surface of every city street, analyzing the data, ranking streets, developing implementation plans based on different funding levels and supplying Park City Municipal Corporation with a tool to develop future pavement management plans.

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

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

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

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

LTAP recommends a RSL of 10 years which is optimum for pavements in the intermountain area. An RSL of 9.73 puts Park City very close to achieving the recommended RSL with current funding and materials cost levels. The higher we can keep the pavement score the less expensive they will be to repair and maintain.

Asphalt forecast

Staff has seen asphalt costs fall from last year. Delivered asphalt prices have dropped to around $70.00 per ton down from $80.00 per ton, even from the time the estimates were rendered and the bid documents distributed. However, staff believes asphalt costs will not fall much below this level in the near future and are likely to rise.

C. Analysis.

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

Slurry Seal

The following streets have been identified within the pavement management program as needing 38,839 square yards of slurry seal as part of the overall pavement management strategy.

Section/ Street Name
Royal Street: Centennial Cir to Royal Street West

Butch Cassidy Court: Wyatt Earp to end CDS

Oak Court: Silver lake Dr. to end CDS

Lowell Ave: Manor Way to Empire Ave

Supreme Court: Centennial Dr. to end CDS

Pay Day Dr: SR224 303 feet

Pay Day Dr: 303 feet to end

Empire Ave: Manor Way to Lowell Ave.

City Cemetery: SR 248 End to End

Silver King Dr: Empire Ave to End

Lupine Lane: Meadows Dr to Larkspur Dr.

Crack Seal

Crack seal is an excellent way to prolong pavement life by sealing the surface cracks to prohibit water penetration on pavements which are in relatively good condition. However, all pavements in various stages and condition benefit from crack sealing. Public Works will apply 30 tons of crack seal to various city streets.

Utility Adjustments

Utility adjustments are required after an overlay to raise manholes, water valves and monument markers to the same grade as the pavement surface. Some require lowering prior to an overlay due to the milling process in advance of an overlay. 36 water valves/monuments and 31 manholes have been identified as needing to be adjusted prior to and after overlay application:

Section/ Street Name	**Water/Survey**	**Manholes**
Park Ave: Empire to1355 West drive lane only	8	6
Deer Valley Dr: Stone Bridge to Royal Street	4	2
Lake View Court: Meadows to end of CDS	1	2
Lily Langtry Court: Annie Oakley to end CDS	0	2
Swede Alley: Deer Valley Dr. to Heber Ave	0	0
Holiday Ranch Loop: SR 224 to Little Kate Dr.	1	1
Main Street: Deer Valley Dr. to Heber Ave	17	11
9th Street: Park Ave to Main Street	0	0
15th Street: Park Ave to Sullivan	0	0
Canyon Court: Aspen Springs Dr to end CDS	4	5
Additional to be repaired	1	2
Total	36	31

Overlays

The following streets and Bike Paths have been identified within the pavement management program to receive a total of 2,701 tons of asphalt in the form of overlays as part of the overall pavement management strategy:

Section/ Street Name

Park Ave: Empire to1355 West drive lane only
***Deer Valley Dr: Stone Bridge to Royal Street ***
Lake View Court: Meadows to end of CDS
Lily Langtry Court: Annie Oakley to end CDS
Swede Alley: Deer Valley Dr. to Heber Ave
Holiday Ranch Loop: SR 224 to Little Kate Dr.
Main Street: Deer Valley Dr. to Heber Ave
9th Street: Park Ave to Main Street .
15th Street: Park Ave to Sullivan
Canyon Court: Aspen Springs Dr to end CDS

*** Designates full width milling**

Total Tons 2,468

Bike Path Section
Boothill Trail: Snow Creek Ctr. To Saddle View Way
Rail Trail Connector: Prospector Parking lot to Rail Trail
Golf Course Path: 12 Green to 13 Green**
Total Tons 233
** Paid for from Golf Fund

Rejuvenator
The following streets have been identified within the pavement management program to receive a total of 13,934 square yards of rejuvenator as part of the overall pavement management strategy:

Iron Canyon Drive: Pay Day drive to Iron Mountain Dr.

Iron Mountain Drive: End to End

Iron Canyon Court Iron Canyon Dr. to End CDS

Sealcoat Trails
The following Bike Paths have been identified within the pavement management program to receive a total of 5,522 square yards of sealcoat as part of the overall pavement management strategy:

Hwy 248 Trail: Cooke Dr. East to Wyatt Earp Dr.

Hwy 248 Trail: Monitor Dr. to end of Cemetery Fence

Monitor Dr. Trail: Hwy 248 to 325 Feet

American Saddler Trail: Meadows Dr. to end

Bid Results

The lowest responsive bidders are recommended to be awarded the contracts for each category of work. There were four bids received for street overlays, three bids for slurry seals, four bids for crack sealing, two bids for utility adjustments, four bids for Path Sealing, and three bids for Rejuvenator:

Street & Bike Path Overlays		
Kilgore Paving	**$211,713.15**	**(Recommended)**
Staker & Parsons Co.	$214,814.08	
Miller Paving	$226,447.00	
Granite Construction	$248,581.50	
Slurry Seals		
Intermountain Slurry Seal	**$44,146.14**	**(Recommended)**
M&M Asphalt	$55,539.77	
Morgan Pavement	$56,840.00	
Crack Sealing		
Ridge Rock Inc.	**$47,250.00**	**(Recommended)**
Kilgore Paving	$50,850.00	
Morgan Pavement	$55,140.00	
M&M Asphalt	$66,000.00	
Utility Adjustments		
Precision Manholes	**$32,184.00**	**(Recommended)**
CTS Utilities	$36,483.00	
Sealcoat Trails		
Ridge Rock Inc.	**$4,748.92**	**(Recommended)**
Kilgore Paving	$5,903.02	
Morgan Pavement	$6,452.00	
M&M Asphalt	$7,896.46	
Asphalt Rejuvenator		
M&M Asphalt	**$9,544.79**	**(Recommended)**
Intermountain Slurry Seal	$10,021.55	
Morgan Pavement	$10,083.00	

D. **Department Review**. Bids were reviewed by the Public Works Department and Legal Department.

E.

ALTERNATIVES:

A. **Accept the 2009 pavement management bids, approve awarding and authorize staff to enter into an agreement with the lowest qualified bidder.**

(Staff Recommended)

1. **Kilgore Paving** for pavement overlays in the amount of $211,713.15.
2. **Intermountain Slurry Seal** for slurry seals in the amount of $44,146.14.
3. **Ridge Rock Inc.** for crack seal in the amount of $47,250.00 and Trail Sealcoat sealing in the amount of $4,748.92.
4. **M&M Asphalt** for Asphalt Rejuvenator in the amount of $9,544.79.
5. **Precision Manholes** for utility adjustments in the amount not to exceed $32,184.00.

B. Change scope and re-bid the 2009 pavement management program.
(Staff does not recommend this alternative).

C. Reject all bids.
(Staff does not recommend this alternative).

SIGNIFICANT IMPACTS:

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

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

RECOMMENDATION: Alternative A: Accept the 2009 Pavement Management bids and authorize staff to enter into an agreement in a form approved by the City Attorney with:

1. **Kilgore Paving** for pavement overlays in the amount of $211,713.15.
2. **Intermountain Slurry Seal** for slurry seals in the amount of $44,146.14.
3. **Ridge Rock Inc.** for crack seal in the amount of $47,250.00 and Trail Sealcoat sealing in the amount of $4,748.92.
4. **M&M Asphalt** for Asphalt Rejuvenator in the amount of $9,544.79.
5. **Precision Manholes** for utility adjustments in the amount not to exceed $32,184.00.

PARK CITY 1884

City Council Staff Report

Author: Todd Touchard
Subject: BOOTHILL TRANSMISSION LINE PHASE 2 CONSTRUCTION CONTRACT
Date: May 21, 2009
Type of Item: Administrative

PUBLIC WORKS

Summary Recommendations:
Staff recommends Council authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Extreme Excavating & Landscape, Inc, for the construction of the Boothill Transmission Line Phase 2 for a lump sum amount of $107,482.50.

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

Topic:
Boothill Transmission Line Phase 2

Background:
The Boothill Transmission Line Phase 2 is the next step in a multi-step system upgrade. The major parts of the system include the Park Meadows Treatment Facility, Boothill 2 million gallon underground storage tank, Boothill 2200 gpm pump station, and three Boothill transmission line phases. Once completed, the system will provide culinary supply redundancy for zones within Park City's historic district, ensure adequate service and fire flow for Park Meadows, Prospector and Empire Pass neighborhoods, provide enhanced water treatment and to provide capability to blend water to address Spiro Tunnel antimony issues.

In the summer of 2005, new pipelines were installed on Boothill from the Park Meadows and Divide Wells to the new valve vault on Boothill and another pipeline was constructed from the vault to Monitor Dr. These pipelines were needed to facilitate chlorine contact time for the Park Meadows well treatment, to improve blending options for Spiro water, increase fire flow protection to Park Meadows & Prospector areas, and provide a transmission line for the new pump station.

In 2006, the new 2 million gallon underground storage tank (reservoir) was constructed next to the existing Boothill tank and was tied into the new valve vault. The pump station was constructed in 2007 at the base of Boothill, and will provide water to Old Town and Empire Pass area once the transmission lines are finished.

The Boothill Transmission Line Construction Phase 1 was completed in 2008 and started at the Deer Valley Dr/Bonanza Dr intersection, along Deer Valley Drive to 12th Street, west along 12th Street and then connected into the existing transmission line at Woodside. A new connection was also constructed at the crossing of the Snow Park transmission line for future use at the south end of City Park.

This phase of the Boothill Transmission Line was originally part of the Bonanza Reconstruction project. This part of the line is mostly outside of the limits of the Bonanza re-construction and will simplify that project.

The Boothill Transmission Line Construction Phase 3 (proposed for Summer/Fall 09) will be the final connection from the newly constructed Boothill Pump Station, across Kearns Blvd, along Bonanza Drive to the terminus of the Phase 2 transmission line project at the Deer Valley Dr/Bonanza Dr intersection. Construction of this project will have major impacts on traffic on Bonanza Dr., so it was decided to complete this project in conjunction with the road reconstruction project.

Analysis:
This project is located near the intersection of Bonanza Drive and Deer Valley Drive in Park City, Utah, as indicated in the attached Figure. The work consists of the furnishing and installing 145 feet of 12-inch restrained joint CL 350 ductile iron transmission waterline; and 110 feet of 12-inch restrained joint CL 350 ductile iron transmission waterline inside of 24-inch, 0.50-inch thick steel casing installed using jack & bore methods under Deer Valley Drive within UDOT's right-of-way. A blow off valve and air & vacuum valve station will also be installed along Deer Valley Drive.
.
The future Phases 3 will provide the final connection between the completed improvements (storage and pumps) to the existing water system in Old Town and Empire Pass area to provide a source redundancy, capacity, growth, and required fire flows.

The Boothill Transmission Line Phase 2 construction project was advertised this spring in the Park Record and Intermountain Contractor. Nine bidders attended the prebid meeting and five bids were received and opened on May 11, 2009.

Analysis:
The following summarizes the bids:

Contractor	Total Bid
Engineer's Estimate	$107,200.00
Extreme Excavating & Landscape	**$107,482.50**
Green Construction	$111,275.00
DC Transport	$112,555.00
SCI	$129,110.00
K&P Plumbing	$178,970.00

Extreme Excavating & Landscape is the lowest qualified bidder. Qualifications and Bid Documents were verified by our Engineer, Bowen Collins & Associates and staff. Staff therefore recommends Extreme Excavating & Landscape, Inc as the successful bidder.

This project is part of the FY09 approved CIP budget,

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

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

Alternatives:

A. Approve the Request:
Staff recommends Council authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Extreme Excavating & Landscape, Inc for the construction of the Boothill Transmission Line Phase 2 for a lump sum amount of **$107,482.50**.

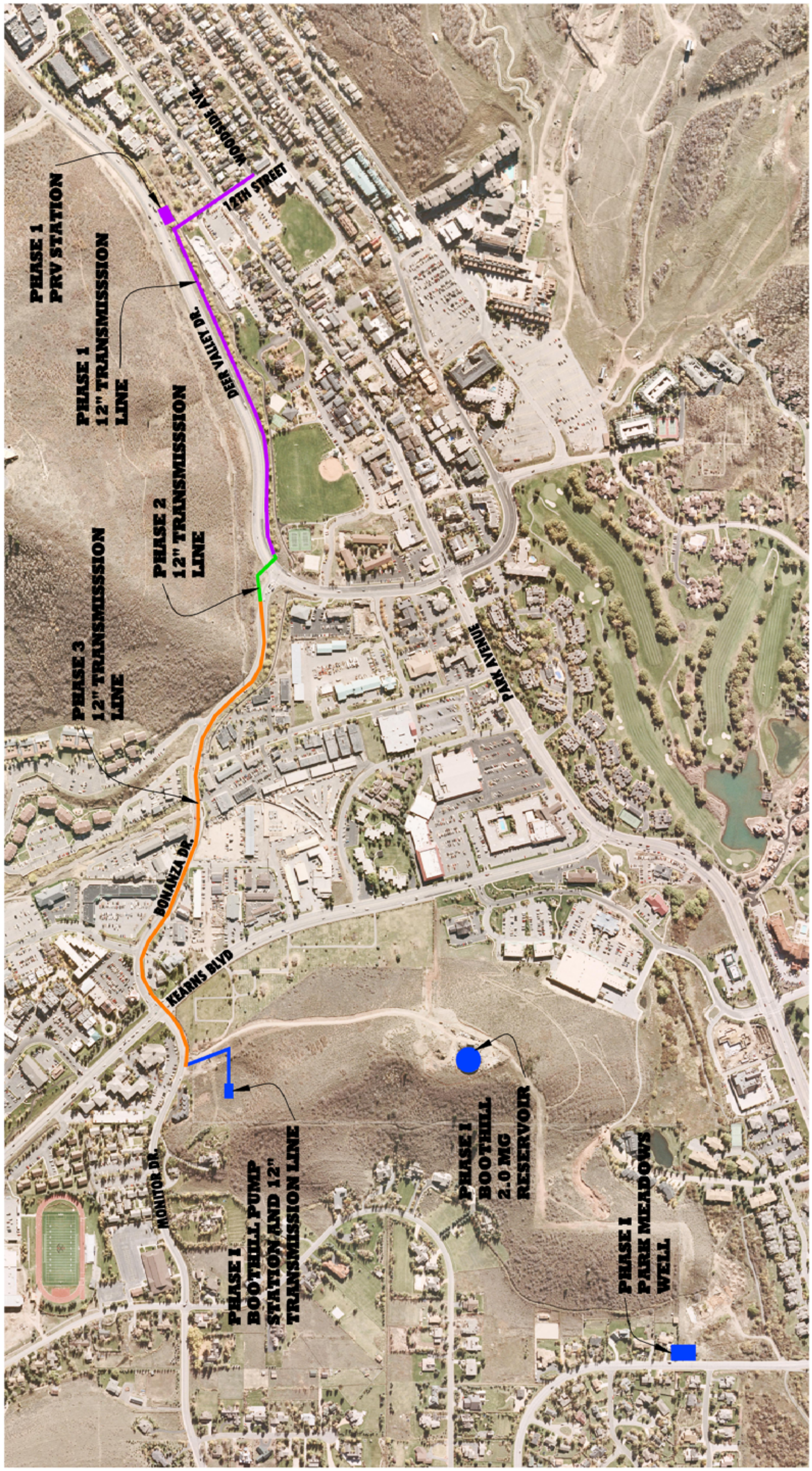
B. Deny the Request:
Council could deny Staff's request. Denying the request would increase the impacts on the Bonanza reconstruction project, potentially causing delays in finishing the transmission line.

C. Continue the Item:
Council could continue the request. Continuing the request would delay the much-needed additional capacity.

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

Significant Impacts:
The Boothill Transmission Line Phase 2 construction project is part of the approved FY09 budget.

Recommendation:
Staff recommends Council authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Extreme Excavating & Landscape, Inc for the construction of the Boothill Transmission Line Phase 2 for a lump sum amount of **$107,482.50**.



N

125 0 250 500
SCALE IN FEET

Figure 1
BOOTHILL TRANSMISSION LINE
Park City Municipal Corporation

BOWEN COLLINS & Associates, Inc. Consulting Engineers

P:\Park City\graphics\Figures\Fig 1Boothill Transmission Line rv1.dwg Mar12,2009 -- 8:07am

BOWEN
COLLINS
& Associates, Inc.
Consulting Engineers
756 EAST 12200 SOUTH, DRAPER, UTAH 84020
Tel: (801) 495-2224 Fax (801) 495-2225

May 12, 2009

Todd Touchard, P.E.
Water Project Manager
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

Project: Boothill Transmission Line Phase 2 Project

Subject: Review of Bids

Dear Mr. Touchard:

Bids for the Boothill Transmission Line Phase 2 Project were received at the office of Park City Public Works on Monday, May 11, 2009 at 3:00 PM. Five contractors furnished bids for consideration and we have reviewed the bids. Refer to the attached Bid Opening Summary & Checklist, and Bid Tabulation for related information.

The bids ranged from $107,482.50 to $178,970.00. The apparent low bidder was Extreme Excavating and Landscaping, Inc. at $107,482.50. Green Construction, Inc. was second low bidder at $111,275.00. Neither of the two lowest bidders signed their bid, but everyone who submitted a bid was in attendance at the opening and no one wanted to protest awarding the project to the low bidder. Extreme Excavating provided the signature at the bid opening meeting.

We reviewed the data submitted by the low bidder, Extreme Excavating and Landscaping, Inc., and have prepared the attached table containing a summary of information obtained from calling each reference listed in Extreme's bid submittal. Of those references that were contacted, the general opinion was that Extreme Excavating did great work and would be recommended for further project work in the future.

The criteria for evaluating the bids for construction of the Boothill Transmission Line Phase 2 Project were published in the bid documents Section 00100 – Instructions to Bidders. The criteria are summarized below.

1. A bid bond of 5% of the bid amount is furnished
2. Active Utah Contractor's License, in good standing, with appropriate classification
3. The firm and the project superintendent shall have satisfactorily completed at least three similar projects within the last five years
4. The project superintendent shall be dedicated to this project with no substitutions without written approval by the OWNER.

Extreme's submittal adequately met criteria item #1 by furnishing a bid bond with their bid in the amount of 5%.

Criterion #2 above was met by Extreme Excavating with their E100 classification.

Extreme provided a project list for Criterion #3. BC&A has contacted the references and a summary is attached. A resume was submitted for Brett Rasmussen as superintendent which demonstrated his experience with similar work as required.

Criterion #4 was met by the proposed superintendent, Brett Rasmussen as he will be dedicated to this project.

Based on the above information, we recommend that Park City award the contract to Extreme Excavating and Landscaping, Inc.

Please let us know if you have any questions or comments about our bid review.

Sincerely,

Bowen, Collins & Associates

Tena Campbell

Tena Campbell, P.E.
Project Engineer

Enclosures (2)

cc: Rich Hilbert – PCMC
Matt Cassel – City Engineer, PCMC

CONTRACTOR REFERENCE CALLS

BOOTHILL TRANSMISSION LINE PHASE 2 PROJECT

12-May-09

CONTRACTOR	PROJECT	COMPLETE DATE	REF NAME	COMPANY	REF PHONE	Contract Value	COMMENTS
Extreme Excavating and Landscaping, Inc.	East Canyon Waterline	Nov-09	Dale Cheney	Summit Water Distribution Company	435-640-3389	$1,256,200	Project included the first phase of East Canyon Pipeline with approx 3 miles of 30" ductile iron waterline. Dale is very pleased with Extreme's work. He has been managing the construction with SWDC supplying all the materials. Extreme has performed very well on the project and will continue on future phases.
	Section 27 Waterline	Nov-07	Dale Cheney	Summit Water Distribution Company	435-640-3389	$220,812	Project included installation of approx 3 miles of 16" ductile iron waterline. Dale was very pleased with Extreme's work. He has been managing the construction with SWDC supplying all the materials. Extreme performed very well on the project including putting the 16" pipe through an existing 24" casing under Highway 40.
	Plat 5B Wolf Creek Ranch	Jan-06	Gordon Paul Watson	Gateway Engineering	801-694-5848	$530,271	Paul said they did a good job. They had a good working relationship, and Extreme performed on all the required tasks. They did not have any problems with schedule or with changes on the project. He said they performed very well on the earthwork, road grading, pipelines, pump stations, fire hydrants, etc.
	Hwy 248 Waterline Phase 3	Sep-06	Steve Jackson / Lynn Sulser	Jackson Engineering, LLC / Jordanelle Special Service District	801-558-5293 / 435-333-0489	$530,382	Steve said they are a very good contractor. They overall did a very good job. They cleaned up well and worked at a good pace through construction. They didn't have any issues with nickel & dime change orders either. Steve said he would recommend them to anyone and looks forward to working with them on future JSSD projects.
	Hwy 248 Waterline Phase 2	Dec-05	Steve Jackson / Lynn Sulser	Jackson Engineering, LLC / Jordanelle Special Service District	801-558-5293 / 435-333-0489	$257,635	Steve said they are a very good contractor. They overall did a very good job. They cleaned up well and worked at a good pace through construction. They didn't have any issues with nickel & dime change orders either. Steve said he would recommend them to anyone and looks forward to working with them on future JSSD projects.

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____________, 2009, by and between PARK CITY MUNICIPAL CORPORATION, P O Box 1480, Park City UT 84060, a municipal corporation of the state of Utah (hereinafter "City"), and Extreme Excavation & Landscape, Inc, which is a (*check one*) _X_ corporation ___ partnership ___ sole proprietorship ___ limited liability company (hereinafter "Contractor").

PURPOSE: For the project known as the BOOTHILL TRANSMISSION LINE PHASE 2 (hereinafter "Project"), which consists of the construction of the Boothill Transmission Line in accordance with the Contract Documents and Park City Standards, Construction Specifications, and Standard Drawings.

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall provide a Certificate of Insurance evidencing:

> **A.** Commercial General Liability insurance written on an occurrence basis with limits no less than two million dollars ($2,000,000) combined single limit per occurrence and four million dollars ($4,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if specifically requested; and employer's practices.
>
> The Contractor shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.
>
> **B.** Automobile Liability insurance with limits no less than two million dollars ($2,000,000) combined single limit per accident for bodily injury and property damage.
>
> **C.** Workers Compensation insurance limits written as follows:
> Bodily Injury by Accident $500,000 each accident;
> Bodily Injury by Disease $500,000 each employee, $500,000 policy limit

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

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

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor the total sum of **One Hundred and Seven Thousand, Four Hundred Eighty Two Dollars and Fifty Cents, ($107,482.50**) ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the Scope of Work described in Section 1.

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

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

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

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

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

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

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

SECTION 7. COMPLETION TIME. The work on this Project shall commence within ten days of receipt of the Notice to Proceed and shall be completed by **June 29, 2009**. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **Seven Hundred Fifty Dollars ($750.00)**, which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

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

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

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

SECTION 24. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

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

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

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

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

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

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

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

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

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

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

PARK CITY MUNICIPAL CORPORATION

____
Tom Bakaly, City Manager

ATTEST:

____
City Recorder's Office

APPROVED AS TO FORM:

____
City Attorney's Office

Extreme Excavation & Landscape, Inc
PO Box 980037
Park City, Utah 84098

____
Signator, Title

____
Utah Contract License No.

Corporate Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

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

___ ________________________________
Notary Public