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

Closed Session
2:30 p.m. Property and litigation

Work Session

3:50 p.m.	Council questions/comments	
4:00 p.m.	Stimulus bill	P. 6 - 17
4:20 p.m.	Ironhorse Transit Facility Project	P. 136 - 175
4:40 p.m.	Budget introduction and Capital Improvement Fund overview: • Dog park improvements • Racquet Club remodel phasing update	P. 18 - 32
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 MINUTES OF MEETING OF APRIL 23, 2009
P. 33 - 36

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 a Resolution declaring May 9 to 17, 2009 as "National Tourism Week" in Park City, Utah P. 37 - 39

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 P. 40 - 41

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 P. 42 - 65

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
P. 66 - 78

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 P. 79 - 111

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
(a) Public hearing P. 18 - 32
(b) Motion to continue public hearing to May 21, 2009

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 P. 112 - 118
(a) Public hearing
(b) Action

3. Consideration of an Ordinance approving the 505 Woodside Avenue Subdivision, located at 505 Woodside Avenue, Park City, Utah P. 119 - 125
(a) Public hearing
(b) Action

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 P. 126 - 135

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
P. 136 - 175

VII ADDITIONAL DISCUSSION – AGENDA ITEMS

VIII 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.

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MAY 14, 2009

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not** hold its regularly scheduled meeting on Thursday, May 14, 2009.

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

14 **No meeting – Dana gone**
21 **Roger gone**
Land Management Code – Historic Guidelines – work TE/DB
Budget – work
Bonanza Drive reconstruction project
Letter of Intent with the Park City Foundation for the development of a community carbon and water website – consent
Transfer of vehicle from Streets to Water – consent - KM
Parameters water bond resolution – consent
PC Heights annexation – old business
Contract for Fixed Base Automatic Water Meter Reading project
MFL – 125 Year Celebration – public hearing/action
MFL – Savor the Summit – public hearing/action
Pavement management approvals
28 Budget – work
Waiver of building-related fees for the Snow Creek Cottages Housing Project, located at 2060 Park Avenue, Park City, Utah
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

June 2009

4 Budget
PAAB interviews
11 **Liza gone**
13 *125th Birthday Party*
18
25 Final Water bond resolution – public hearing/action
Final GO bond resolution – public hearing/action
PAAB appointments

July 2009

2
9
16
23
24 Pioneer Day
30

Pending Items:

Reimbursement of building-related fees for the Fairway Hills Pump Station
For hire vehicles licensing
Ordinance amending Municipal Code Titles 1 and 2
Sergio ice cream franchise - PM
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

DATE:	**May 7th, 2009**
DEPARTMENT:	**Public Works**
AUTHOR:	**Kent Cashel,Transit-Transportation Manager**
TITLE:	**ARRA (Stimulus Bill) Funding Update**
TYPE OF ITEM:	Informational

SUMMARY RECOMMENDATION:
Staff will provide Council and the Mayor with a summary of the American Recovery and Reinvestment Act of 2009, the funding opportunities this bill presents for the City and what efforts are being undertaken to secure ARRA funding.

DESCRIPTION

A. Background

President Obama signed the American Recovery and Reinvestment Act of 2009(ARRA) in February of this year. This bill sets aside $787 Billion designed to accomplish the following:

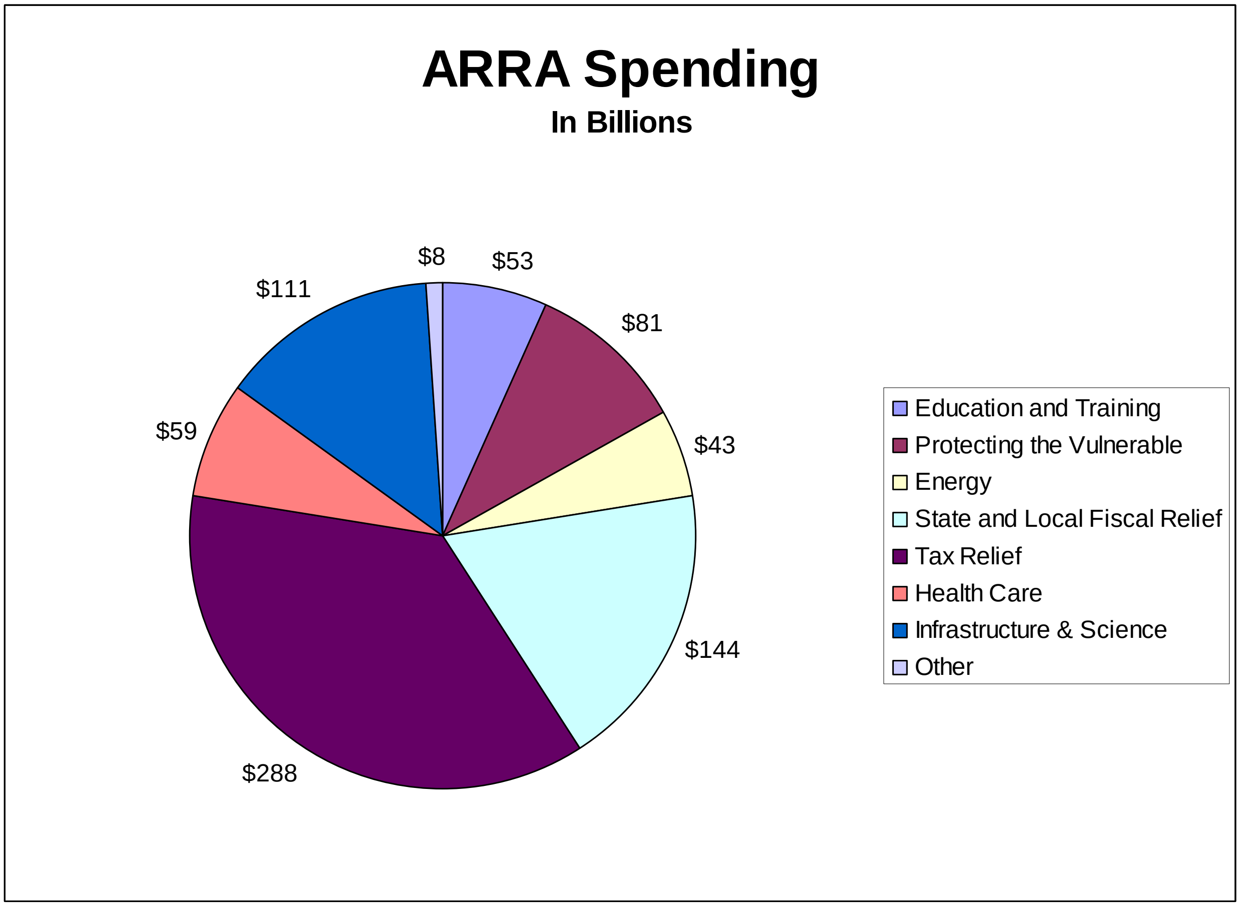
- Create or save more than 3.5 million jobs over the next two years;
- Take a big step toward computerizing Americans' health records, reducing medical errors, and saving billions in health care costs;
- Revive the renewable energy industry and provide the capital over the next three years to eventually double domestic renewable energy capacity;
- Undertake the largest weatherization program in history by modernizing 75 percent of federal building space and more than one million homes;
- Increase college affordability for seven million students by funding the shortfall in Pell Grants, increasing the maximum award level by $500, and providing a new higher education tax cut to nearly four million students;
- As part of the $150 billion investment in new infrastructure, enact the largest increase in funding of our nation's roads, bridges, and mass transit systems since the creation of the national highway system in the 1950s;
- Provide an $800 Making Work Pay tax credit for 129 million working households, and cut taxes for the families of millions of children through an expansion of the Child Tax Credit;
- Require unprecedented levels of transparency, oversight, and accountability.

Where can more information on the ARRA bill be found

A comprehensive source for ARRA information is located at www.recovery.gov. A full copy of the bill , in its full 407 pages of glory, can be accessed from this webpage as well.

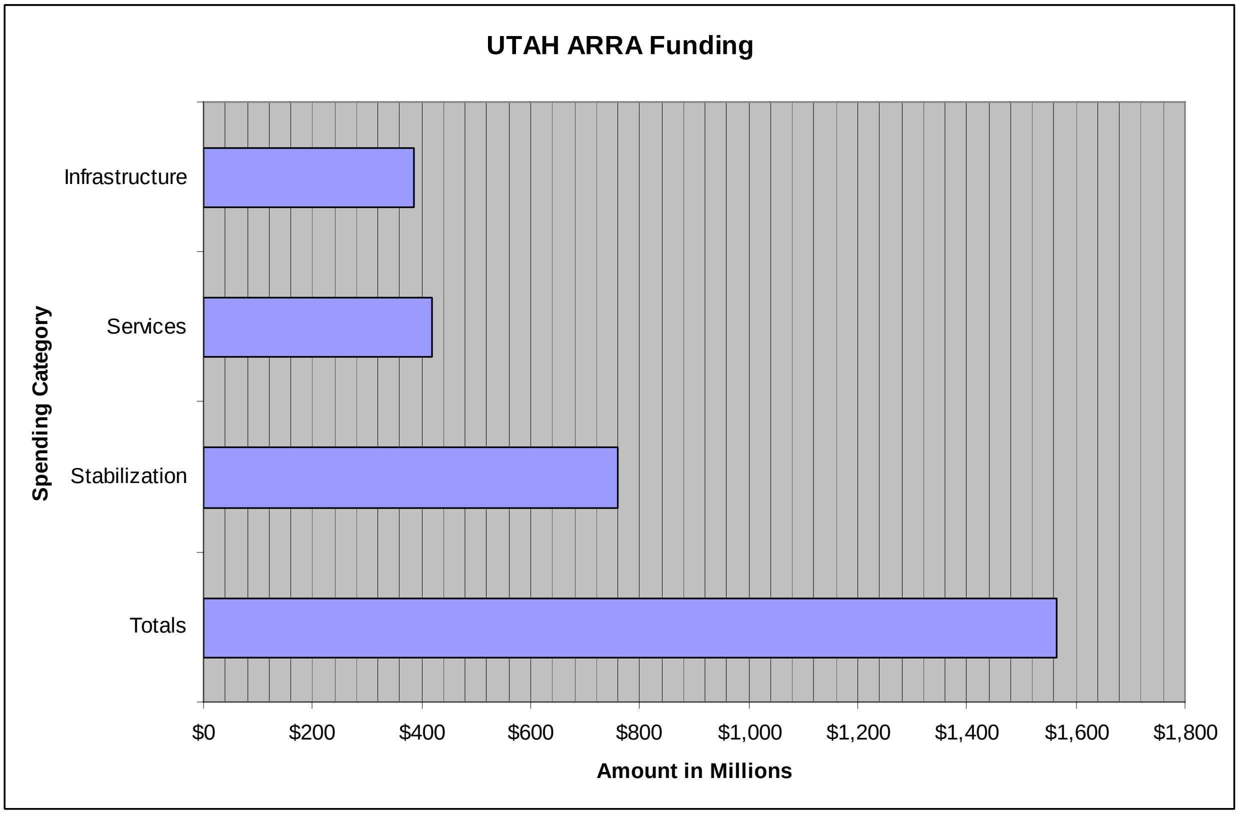
What will ARRA Fund?

The graphic below depicts the broad spending categories contained in the ARRA bill. (Source Recover.gov.).



What does ARRA mean for Utah?

Utah should receive approximately $1.6 billion in ARRA funding and even more through competitive grants. The table found on the next page breaks this funding out by broad category.



The website Recovery.gov reports that the ARRA will create or protect 33,000 jobs in the State of Utah.

A table of funding programs and total amounts awarded to the State of Utah (ARRA Funds Awarded to Utah") is attached to the back of this report.

What Does ARRA mean for Park City?

The ARRA bill presents many funding opportunities for Park City. These opportunities exist in the following areas:

- Transit
- Transportation
- Public Safety
- Environmental
- Energy
- Housing

B. Analysis

Staff formed a Stimulus bill team in December 2008 to identify funding opportunities and coordinate efforts in pursuing those opportunities. This committee was made up of the following members:

Kathy Lundborg Water

Diane Foster	Sustainability
Wade Carpenter	Police
Kent Cashel	Transit & Transportation

This group initially worked with the City's lobbyist as the ARRA bill began to take shape. It was initially thought that "earmarks" (specific projects selected by Congress) would be the method that project would be funded. By late January it became clear that earmarks would play a minor role in award of ARRA funds and that the majority of funds would be awarded through a competitive grant process using existing grant programs.

Staff, shifted from working with the City's lobbyist to working with staff at state and federal agencies that were likely to be involved in the flow of federal funds. Staff contacted several federal and state agencies to begin the process of familiarizing the agency staff with the City's projects and to stay abreast of grant developments and opportunities. The agencies contacted included:

- Utah Department of Transportation
- U. S. Federal Transit Administration
- U.S. Environmental Protection Agency
- U.S. Department of Agriculture
- Utah State Energy Program
- Utah State Clean Water Revolving Fund
- U.S. Department of Justice
- Utah State Energy Program

Staff has carefully reviewed the available grant opportunities available and identified those programs to pursue. A table detailing available ARRA competitive grant opportunities is attached to the back of this report.

The table below contains the programs that Staff is, or is in the process of pursuing.

Grant Program	City Project Manager	Requested Dollar Amount & Project Description	Status
USDOA Watershed Operations	Jeff Schoenbaker	TBD –watershed protection	Awaiting grant requirements from agency
USDOE Petroleum Reduction Technology	Kent Cashel	TBD - Projects that expand the use of alternative fuels.	Awaiting grant requirements from agency
USDOJ Edward Byrne Memorial Justice Grant	Wade Carpenter	$18,000 – Support of law enforcement activities.	Application filed
USDOJ COPS Program	Wade Carpenter	$75,000 per year for 3 years – Community Policing	Application filed
US DOT 5311 Bus and Bus Facility	Kent Cashel	$7,500,000 – Expansion of	Application filed initial feedback is

Grant Program	City Project Manager	Requested Dollar Amount & Project Description	Status
		Ironhorse Transit Facility.	grant likely will be awarded $2.5-3 million.
USEPA Sub grant through State Revolving Loan Fund	Kathy Lundborg	$2,500,000 interest free loan. For water infrastructure	Application filed –indications this loan will be provided through revolving fund and not ARRA funds.
USDOT TIGGER Grant Program	Kent Cashel	$2,000,000 – National competitive grant program for projects that lead to reduction of agency energy consumption or greenhouse gasses.	Application pending – Deadline May 22nd
US DOE Energy Efficiency and Conservation Block Grants	Diane Foster	TBD	Awaiting program direction from Utah State Energy Program office

A table containing a full list of competitive grant programs reviewed by Staff is attached to the back of this report

Subsequent Rounds of Funding

It is likely there will be subsequent rounds of ARRA funding made available as some grantees are unable to complete projects for which they have received funding for. Staff will continue to monitor ARRA funding agencies to take advantage of any funding opportunities that may arise.

ARRA Funds Awarded to UTAH

CFDA Number	Program	Allocated
84.394	State Fiscal Stabilization Fund	$479,928,876
84.391	IDEA Part B Grants to States	$105,540,856
93.778	MEDICAL ASSISTANCE PROGRAM	$53,362,783
84.389	Title I Grants to Local Educational Agencies	$49,540,856
81.042	Weatherization Assistance for Low-Income Persons (A)	$37,897,203
81.041	State Energy Program (A)	$35,362,000
66.458	Clean Water SRF	$20,649,900
66.468	Drinking Water SRF	$19,500,000
14.258	Tax Credit Assistance Program	$11,639,074
16.803	Office of Justice Programs (OJP) Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program - http://www.ojp.usdoj.gov/BJA/recoveryact.html	$9,964,861
14.257	Homelessness Prevention and Rapid Re-Housing Program	$8,408,395
16.804	Office of Justice Programs (OJP) Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program - http://www.ojp.usdoj.gov/BJA/recoveryact.html	$6,279,737
84.126	Vocational Rehabilitation State Grants	$6,006,642
84.393	IDEA Part C Grants for Infants and Families	$5,087,894
17.259	WIA Youth Activities	$5,067,154
14.317	Section 8 Housing Assistance Payments Program Special Allocations	$4,602,407
17.207	Employment Service / Wagner-Peyser Funded Activities	$4,299,056
14.885	Public Housing Capital fund Stimulus (Formula)	$4,122,802
14.253	CDBG Entitlement Grants	$3,719,295
84.392	IDEA Part B Preschool Grants	$3,694,292
17.26	WIA Dislocated Workers	$3,536,734
84.386	Educational Technology State Grants	$3,209,375
93.703	Health Center Integrated Services Development Initiative	$2,937,742
66.805	LUST Trust Fund Program	$1,929,000
17.258	WIA Adult Program	$1,798,155
14.255	CDBG State's Program and Non-Entitlement Grants in Hawaii	$1,776,702
66.04	State Clean Diesel Grant Program	$1,730,000

16.588	Office on Violence Against Women (OVW) Recovery Act STOP Violence Against Women Formula Grant Program - http://www.ovw.usdoj.gov/recovery.htm	$1,544,099
14.882	Native American Housing Block Grants (Formula)	$1,446,478
84.033	Federal Work Study	$1,145,648
10.579	Child Nutrition Discretionary Grants Limited Availability	$721,186
10.561	State Administrative Matching Grants for Supplemental Nutrition Assistance	$686,090
16.801	Office of Justice Programs (OJP) OVC FY09 VOCA Victim Compensation Formula Grant Program (Assistance) - http://www.ojp.usdoj.gov/BJA/recoveryact.html	$681,000
16.802	Office of Justice Programs (OJP) OVC FY09 VOCA Victim Compensation Formula Grant Program (Compensation) - http://www.ojp.usdoj.gov/BJA/recoveryact.html	$671,400
10.569	The Emergency Food Assistance Program (Food Commodities)	$590,774
16.8	Office of Justice Programs (OJP) Internet Crimes Against Children Task Force Program - http://www.ojp.usdoj.gov/BJA/recoveryact.html	$539,879
93.707	ARRA - Aging Congregate Nutrition Services for States	$385,810
93.659	Adoption Assistance	$335,128
84.398	Independent Living State Grants	$242,913
93.658	Foster Care-Title IV-E	$214,495
66.454	Water Quality Planning (604b)	$208,700
84.399	Services for Older Individuals who are Blind	$194,306
93.705	ARRA - Aging Home-Delivered Nutrition Services for States	$189,937
17.235	Senior Community Service Employment Program	$158,779 0……………… ………………… ………………… ………………… ………………… ………………… ……….
10.568	The Emergency Food Assistance Program (Administrative Costs)	$148,064
17.265	Native American Employment and Training	$77,610
84.401	Impact Aid Construction	$19,304
Total		**$901,793,391**

Note: The amounts in this table do not contain USDOT formula funds, tax relief or stabilization funds.

American Recovery and Reinvestment Act of 2009: Competitive Grant Programs For Local Governments

Agency	Grant Program	CFDA	Potential Award Amount	Required Cost-Share ($ or %)	Description of Eligible Activities	Deadline
Corporation for National and Community Service	AmeriCorps State and National		N/A	N/A	Funding to engage AmeriCorps members in service to support thousands of local communities. Two-thirds of the funding will be awarded competitively to existing AmeriCorps grantees. One-third of the funding will be distributed to state serve commissions based on a population formula and in turn, states will select grant recipients	April 3, 2009
Corporation for National and Community Service	Volunteers in Service to America (VISTA)		N/A	N/A	Funding to recruit additional full-time VISTA members' to be involved in programs that bring low-income individuals and communities out of poverty. The VISTA program will focus its expansion on large, existing sponsors who can grow without significant technical support from the State Office. The VISTA program will support new projects already in the State Office pipeline and will conduct target outreach to additional organizations working in the area of poverty alleviation	Not applicable
National Endowment for the Arts	Subgrant Award through the State Arts Agencies/Regional Arts Organizations Program	N/A	To be announced	$0	Funds to State Arts Agencies (SAA) must be used for subgranting to eligible nonprofit organizations in their state. These one-time subgrants may be used for: 1) salary support, full or partial, for one or more positions that are critical and in jeopardy or have been eliminated as a result of the current economic climate; and/or 2) Fees for previously engaged artists and/or contractual personnel to maintain or expand the period during which such persons would be engaged. Each SAA will receive a share of the available funds and may use up to $50,000 for their own job preservations. Each SAA must develop a plan to distribute these critical funds quickly	To be announced
National Endowment for the Arts	The Arts & the ARRA of 2009	45.024	$25,000 or $50,000	$0	One-time grants for agency-defined job preservation projects or to designated local arts organizations for subgranting programs to eligible nonprofit organizations. Projects are limited to: 1) salary support, full or partial, for one or more positions that are critical and in jeopardy or have been eliminated as a result of the current economic climate; and/or 2) Fees for previously engaged artists and/or contractual personnel to maintain or expand the period during which such persons would be engaged. All applicants must be have received a NEA award within the past four years as indicated by an award letter that is dated on or after October 1, 2005.	April 2, 2009
U.S. Department of Agriculture	Watershed Operations	N/A	TBD	TBD	ARRA funds to supplement Watershed Operations programs to implement authorized watershed project plans for watershed protection, flood mitigation, water quality improvement, soil erosion reduction, municipal water supply, irrigation management, sediment control, fish & wildlife enhancement, and wetlands & wetland function creation and restoration.	To be announced

Agency	Grant Program	CFDA	Potential Award Amount	Required Cost-Share ($ or %)	Description of Eligible Activities	Deadline
U.S. Department of Agriculture	Watershed Rehabilitation	N/A	TBD	TBD	The authority for rehabilitation of aging watershed dams is included in section 14 of the Watershed Protection and Flood Prevention Act (PL 83-566). Any of the over 11,000 dams in 47 states that were constructed under the four watershed programs (PL-534, PL-566, Pilot, or RC&D) are eligible for assistance under this authority	To be announced
U.S. Department of Commerce - Economic Development Administration	EDA American Recovery Program	11.300 Investment for Public works & Economic Development Facilities. 11.307 Economic Adjustment Assistance	not announced	50%	Priority given to applications that will help restoer, replace and expand economic activity and significantly benefit regions that have experienced sudden and severs economic dislocation and job loss due to coperate restructuring. EDA supports distressed communities in urban and rural regions. Criteria: unemployment ate grater than 1% of the nat'l rate, per capita income isless than 80% of nat'l average	March 10, 2009
U.S. Department of Energy	Subgrant Award through the Clean Cities FY9 Petroleum Reduction Technologies for the Transportation Sector	81.086	To be determined	100%	Cost-shared funding for projects that expand the use of alternative fueled vehicles and advanced technology vehicles. The installation or acquisition of infrastructure necessary to directly support an alternative fueled vehicle is also eligible	May 29, 2009
U.S. Department of Energy	Sub-grant award through the State Energy Program	N/A	To be announced	TBD	ARRA State Energy Program funding will be used to provide rebates to consumers for home energy audits or other energy-saving improvements; to develop renewable energy and alternative fuel projects; to promote Energy Star products; to upgrade the energy efficiency of state and local government buildings; and other innovative state efforts to help families save money on their energy bills. Utah State Energy Program (USEP) projects funded by the 2006 Formula Grant from DOE's State Energy Program included a Pilot Energy Efficiency Program provided grants for energy efficiency upgrades and retrofits in schools and local government buildings. Project proposals were solicited through a request for proposals, and applications were evaluated competitively according to likely energy savings and cost paybacks. USEP is not currently taking solicitations for energy-related products, programs, or projects. In the future, USEP will request information or proposals through a formal request process, which will be found on this webpage. http://geology.utah.gov/sep/stimulus/index.htm	To be announced
U.S. Department of Energy	ARRA Transportation Electrification	81.502	$500,000 to $10,000,000	50% to 100% depending on the Area of Interest	Funding to accelerate the development and production of various electric drive vehicle systems through Area of Interest 1: Electric Drive Vehicle Demonstration and Evaluation; Area of Interest 2: Transportation Sector Electrification; Area of Interest 3: Combined Proposals for Area of Interest 1 and 2; and Area of Interest 4: Advanced Electric Drive Vehicle Education Program.	May 13, 2009
U.S. Department of Homeland Security	FEMA / Assistance to Firefighter	N/A	$15 M	0	Assistance to Firefighter Grant for construction/remodel/rehabilitation of firehouses	RFP released June/July 2009. Deadline July/August 2009

Agency	Grant Program	CFDA	Potential Award Amount	Required Cost-Share ($ or %)	Description of Eligible Activities	Deadline
U.S. Department of Homeland Security	SAFER		0	0	FEMA has waved all non-federal match for FY 09-10	Not applicable
U.S. Department of Homeland Security	FEMA	N/A	N/A	N/A	Transit and Rail Security Grants. Funds for enhanced security given directly to public transportation organizations and AMTRAK	Not applicable
U.S. Department of Justice	ICAI Task Force Training & Technical Assistance Grant	16.800	not specified	0	Funds to support interagency Internet Crames Against Children Task Force training opprtunities and echnical assistance	May 14, 2009
U.S. Department of Justice	ICAC Task Force Program Grant	16.800	not specified	0	Funds for State and local lw enforcement currently receiving ICAC Task Force funds	April 8, 2009
U.S. Department of Justice	Edwad Byrne Memorial Justice assistance Grant (JAG)	16.804	$1,810,750 (allocated)	0	JAG funds support law enforcement, prosecution, and court activities	May 18, 2009
U.S. Department of Justice	COPS - COPS Hiring Recovery Program (CHRP)	16.710	The CHRP grant provides funding for three years (36 months) for each position awarded.	0	CHRP is a competitive grant program that provides funding directly to law enforcement agencies having primary law enforcement authority to create and preserve jobs and to increase their community policing capacity and crime-prevention efforts	April 14, 2009
U.S. Department of Justice	OJJDP - Local Youth Mentoring Initiative	16.808	$500,000	0	Funds for faith and community based organizations to develop, implement, and expandneighborhood mentoring programs	April 20, 2009
U.S. Department of Justice	VOCA		not specified	20%	Funds to hire new employees and/or reatian existing employees. Demonstrate continuing serves without interruption or erinstate services that have recently been eliminated	April 28, 2009
U.S. Department of Justice	Office of Violence Against Women - Transitional Housing Assistance	16.805	$500,000	0	Funds to hire victim advocates ro assist victims. Renovate housing for victims, offering additional housing units, increase job opportunities for victims through education, training and other support services	April 8, 2009
U.S. Department of Labor	Multiple grant programs	N/A	N/A	N/A	Grant programs targeted to job training programs for public assistance recipients, unemployment insurance, employment service grants to states, community service employment for older Americans, Workforce Investment Act programs, and work opportunity tax credits. Funding opportunity announcements to be released in the near future.	To be announced
U.S. Department of the Interior, Bureau of Reclamation	Challenge Grants: Water Marketing and Efficiency Grants for the ARRA of 2009	15.507	To be announced	Yes (to be announced)	Funding for irrigation and water districts, United States Territories, States in the West, and other local entities with water delivery authority to leverage their money and resources by cost sharing with Reclamation on projects that bank water, market water, conserve water, or generally make more efficient use of existing water supplies and that will preserve and create jobs, assist those impacted by the recession, provide investments in infrastructure that will provide long-term economic benefits, and complete a project that will provide a useful service. Projects will be selected through a competitive process. The Funding Opportunity Announcement will posted in the near future.	May 19, 2009
U.S. Department of Transportation	Not applicable	N/A	N/A	N/A	ARRA funds dedicated to public transportation agencies, Metropolitan Planning Organizations, Transportation Management Associations, or a State Department of Transportation	Not applicable

Agency	Grant Program	CFDA	Potential Award Amount	Required Cost-Share ($ or %)	Description of Eligible Activities	Deadline
U.S. Dept of Commerce	National Telecommunications & Information Administration	N/A	not specified		Expand broadband service to unserved & underserved areas, provie broadband awarens education & training, serve schools, libraries, community colleges, healthcare, job creating strategic facilities within state designated economic zones, EDC or Empowerment Zones	To be announced
U.S. Environmental Protection Agency	ARRA for the National Clean Diesel Funding Assistance Program	66.039	$100,000 to $3,000,000	No (except for certified engine repowers or certified vehicle/engine replacements)	Funding must be used to achieve significant reductions in diesel emissions and diesel emissions exposure and to maximize job creation and preservation. Eligible diesel vehicles include buses, medium/heavy duty trucks, locomotives, marine engines, non-road vehicles used in construction or cargo handling, agriculture, mining or energy production. Although this is national competition, SLC must submit applications to EPA Region 8 and propose activities aligned with priorities of the region. Region 8 priorities are projects that: 1) reduce diesel emissions from agricultural operations, 2) reduce emissions from the oil and gas industry, or 3) idle reduction projects targeting over the road and long distance freight trucks.	April 28, 2009
U.S. Environmental Protection Agency	Clean Diesel Emerging Technologies Program Grant	66.039	$500,000 to $3,000,000	$0	Funding for projects that can be commenced quickly, reduce diesel emissions, and maximize job preservation or creation through the use, development, and commercialization of emerging technologies. An emerging technology is a device or system that reduces emissions from diesel engines or diesel engine powered vehicles or that have been placed on the EPA's Emerging Technology list.	May 5, 2009
U.S. Environmental Protection Agency	SmartWay Clean Diesel Finance Program	66.039	$3,000,000	$0	Funding for projects that can be commenced quickly, reduce diesel emissions, and maximize job preservation or creation through the creation of national, state, or local innovative financing programs. Innovative financial projects include those where the loan recipient receives a specific financial incentive for the purchase or lease of retrofitted vehicles.	April 28, 2009
U.S. Environmental Protection Agency	Sub-grant award through the Clean Water State Revolving Loan Fund	N/A	$2,100,000	0	Funding to help communities with water quality and wastewater infrastructure needs and drinking water infrastructure needs. A portion of the funding will be targeted toward green infrastructure, water, and energy efficiency, and environmentally innovative projects.	Not applicable
U.S. Environmental Protection Agency	Sub-grant award through the Drinking Water State Revolving Loan Fund	N/A	$2,500,000	0	Funding to help communities with water quality and wastewater infrastructure needs and drinking water infrastructure needs. A portion of the funding will be targeted toward green infrastructure, water, and energy efficiency, and environmentally innovative projects.	Not applicable
U.S. Environmental Protection Agency	Sub-grant award through the Drinking Water State Revolving Loan Fund	N/A	$1,400,000	0	Funding to help communities with water quality and wastewater infrastructure needs and drinking water infrastructure needs. A portion of the funding will be targeted toward green infrastructure, water, and energy efficiency, and environmentally innovative projects.	Not applicable

Agency	Grant Program	CFDA	Potential Award Amount	Required Cost-Share ($ or %)	Description of Eligible Activities	Deadline
U.S. Environmental Protection Agency	Sub-grant award through the Drinking Water State Revolving Loan Fund	N/A	$1,000,000	0	Funding to help communities with water quality and wastewater infrastructure needs and drinking water infrastructure needs. A portion of the funding will be targeted toward green infrastructure, water, and energy efficiency, and environmentally innovative projects	Not applicable
U.S. Environmental Protection Agency	Brownfields Program	66.818	N/A		Funds for clean up, revitalization, and sustainable reuse of contaminated properties. The funds will be awarded to eligible entities through assessment, revolving loan fund, and cleanup grants 1. Brownfields Assessment Grants - provides funds to inventory, characterize, assess, and conduct planning (including cleanup planning) and community involvement related to brownfield sites 2. Brownfields Revolving Loan Fund (RLF) Grants – provides funds for a grant recipient to capitalize a revolving fund and to make loans and provide subgrants to carry out cleanup activities at brownfield sites 3. Brownfields Cleanup Grants - provides funds to carry out cleanup activities at a specific brownfield site owned by the applicant	
U.S. Environmental Protection Agency	ARRA Brownfields Job Training Grants	66.815	$500,000	$0	Funding to provide environmental job training projects that will facilitate job creation in the assessment, remediation, or preparation of brownfield sites. Eligible applicants must identify and propose to serve a community that currently receives or has received financial assistance for brownfields assessment, revolving loan funds, cleanup, site-specific state program work, or EPA-funded targeted brownfields assessments. Proposed training programs must target unemployed and underemployed individuals residing in brownfields-impacted communities. Applicants must establish procedures to ensure that graduates will be employed in "green collar" jobs on brownfields sites and/or environmental work that involve the assessment, cleanup, and/or redevelopment of other contaminated sites with a focus on the graduates' respective communities.	April 20, 2009
U.S. Small Business Administration	To Be Announced	TBA	TBA	TBA	The SBA will have tools to make it easier and less expensive for small business to get loans, give lenders new incentives to make small business loans and help unfreeze the secondary market to boost liquidity in the credit markets. More details on implementation will be coming over the next few weeks.	To be announced.

City Council
Staff Report

Subject: **City Manager's Recommended Budget**
Author: **Bret Howser**
Department: **Budget, Debt, & Grants**
Date: **May 7, 2009**
Type of Item: **Informational**

Summary Recommendations:
Hold a public hearing on the City Manager's Recommended Budget. Provide initial direction concerning the proposed Capital Improvement Plan (CIP).

Topic/Description:
FY 2008 Revised Budget and FY 2009 Proposed Budget

Background:
The City's budget process began in January with the Council Visioning Session. 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 4th, staff delivered the City Manager's Recommended Budget (Tentative or Proposed Budget) to City Council. Public hearings are currently scheduled for May 7th, 21st, 28th, June 4th, and June 18th. Council work session on June 11th 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 7 – Presentation of the Tentative Budget, Budget Overview & Timeline, Recession Plan, Update of Financial Impact Report (FIAR), Revenue/Expenditure Summary, Economic Outlook, CIP Budgets – Racquet Club Renovation, Dog Park, HMBA RELS Requests, Other Major Projects

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)

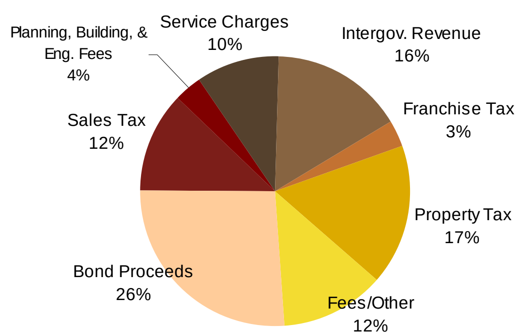
June 18 – Presentation & Adoption of Final Budget

Analysis:

Budget Overview

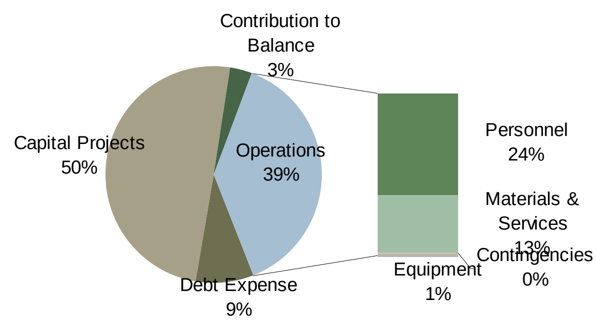
FY 2010 Total Funding Sources

$91,379,356



FY 2010 Budgeted Expenses

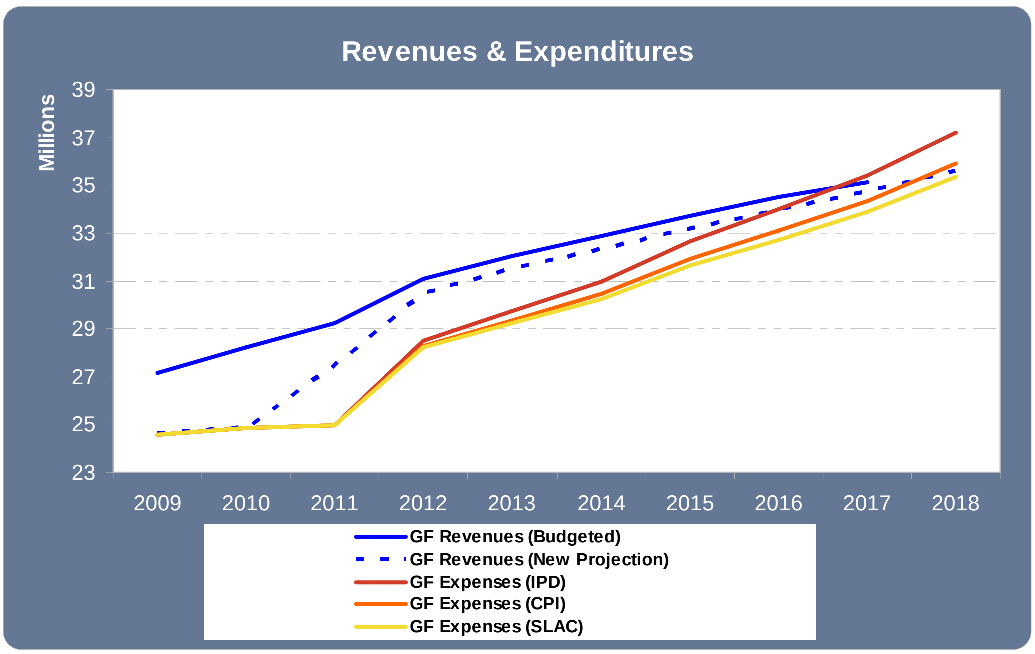
$91,379,356



The above charts show the balanced budget proposal for FY 2009. Total revenues are expected to be $91 million ($67 million operating revenues, $21 million non-operating revenues). Staff proposes to spend those funds on the following: $67 million for operating expenses (which is comprised of $35 million for departmental operations, $8 million for debt service, and $24 million for capital expenses *paid for by operating revenues*), $21 million for capital expenses paid for by non-operating revenues, and $3 million reserved for future expenses. The table in Attachment A gives a slightly more detailed breakdown of these figures. Also, the budget documents distributed with the Council packet (and available online) contain budget summaries which give the most commonly desired breakdowns of budget figures.

FIAR Update

Each January during Council Visioning, the Budget Department delivers a long-range Financial Impact Analysis Report (FIAR) to Council. The purpose of this report is to show the impact of budgetary decisions on the long-range projected finances of the City. The report focuses on General Fund activities and the main output of the analysis is the projected General Fund surplus. This surplus is generally what the City relies on to fund capital projects and increase service levels. The chart and table below give a summary of the current projected surpluses over the next ten years should the Proposed Budget be adopted.



Implicit Price Deflator

Ten-year Financial Impact Forecast

4.57%	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Revenue	**$24,648,859**	**$24,869,047**	**$27,494,079**	**$30,486,897**	**$31,473,687**	**$32,310,169**	**$33,136,316**	**$33,952,727**	**$34,759,986**	**$35,558,663**
Op. Expenses	$20,905,111	$21,791,251	$22,319,481	$24,998,056	$26,333,599	$27,580,351	$28,884,072	$30,247,367	$31,672,958	$32,984,941
CIP Expenses	$3,504,434	$2,898,209	$1,678,209	$1,878,209	$1,778,209	$1,778,209	$1,778,209	$1,778,209	$1,778,209	$1,778,209
Debt Service	$181,859	$180,547	$950,083	$1,607,908	$1,607,933	$1,611,833	$1,974,333	$1,980,583	$1,977,683	$2,425,133
Total Expenses	**$24,591,404**	**$24,870,007**	**$24,947,773**	**$28,484,173**	**$29,719,741**	**$30,970,393**	**$32,636,614**	**$34,006,159**	**$35,428,850**	**$37,188,283**
Rev/Exp - IPD	**$57,455**	**-$959**	**$2,546,307**	**$2,002,723**	**$1,753,946**	**$1,339,776**	**$499,702**	**-$53,432**	**-$668,864**	**-$1,629,620**

Aggregate Surplus (Nominal $)	**$5,847,034**

For details on how projections were made and methodology in general, please consult the January 2009 FIAR Report or Volume I of the Budget Document (Budget Overview section). In summary, the current recessionary economy has eliminated projected surpluses for the current fiscal year as well as FY 2010. While some surplus is expected to be available for projects or services between 2011 and 2015, ongoing expenses growing at the normal rate of inflation (as measured by the CPI) are expected to eclipse operating revenues by 2016. Adjustments will need to be made in upcoming years to ensure that revenues will continue to cover expenditures.

The simple fact that two of the City's chief operating revenues are limited in growth results in the inevitability of a day when expenses will exceed revenues (assuming the City does not raise taxes). Property Tax growth is limited by Truth in Taxation in such a way that the City can only collect the same dollar amount (nominal) that they collected the previous year on existing properties and improvements. There is no inflationary factor built into that revenue, but the expenses for which that revenue pays are irreversibly subject to inflation. Building, Planning, & Engineering Fees, which includes building permits but not impact fees, are also limited. These revenues are restricted to related operations. As the City approaches build-out (projected around 2016) these fees are likely to level off at much lower annual revenue than the City had received prior to this year. And while sales taxes had experienced exponential growth in the years leading up to the current recession, it is unlikely that sales tax growth will continue in the long-term at a high enough rate to mask the leveling-off of 40% of the City's General Fund revenues (property tax and building revenues).

Operating Revenues

The Recommended Budget does not anticipate a tax increase. Budgeted revenues are projected as detailed in the FIAR and the Revenues section of Volume I. Some changes are expected for fees, in particular business license administrative fees, Business Improvement District fees, special event fees, and water service fees. Council will have a chance to discuss these fee calculations on May 28 and June 4 before adopting an updated fee resolution.

Details concerning operating revenues are included in Volume I: Executive Summary of the Budget Document. Council is encouraged to turn there for a better understanding of projection techniques and other factors influencing estimated revenues (such as state legislation). Staff will make this portion of the presentation directly out of the Budget Document. A table is provided here, though, for a general overview of expected revenues.

All Funds Combined

Revenue	2006	2007	2008	2009		2010		2011	
	(actual)			(original)	(adj)	(budget)	% ot Total	(plan)	% ot Total
RESOURCES									
Property Taxes	12,694,990	12,744,480	13,974,590	13,924,909	13,450,909	15,126,000	12%	15,538,000	12%
Sales Tax	11,401,348	12,977,127	12,755,443	12,876,000	9,996,000	11,071,000	9%	13,774,000	11%
Franchise Tax	2,715,184	2,529,915	2,748,571	2,758,000	2,948,000	2,964,000	2%	3,117,000	2%
Licenses	828,193	1,013,310	1,095,247	1,302,763	1,221,000	1,268,000	1%	1,319,000	1%
Planning Building & Engineering Fees	4,980,807	6,090,176	5,828,014	4,941,000	5,368,000	3,246,000	3%	4,523,000	4%
Other Fees	0	30,932	22,556	0	10,918	0	0%	0	0%
Intergovernmental Revenue	962,305	3,926,496	1,450,079	3,597,200	5,720,696	14,598,957	12%	7,448,837	6%
Charges for Services	6,538,642	7,201,295	7,463,662	8,210,000	8,185,000	9,030,000	7%	9,702,000	8%
Recreation	2,411,737	2,475,541	2,489,483	2,456,600	2,588,788	2,622,788	2%	2,659,788	2%
Other Service Revenue	100,661	75,304	92,500	101,000	107,000	102,000	0%	105,000	0%
Fines & Forfeitures	656,295	750,817	720,031	813,500	717,500	715,500	1%	716,500	1%
Misc. Revenue	5,232,798	9,887,563	8,091,717	1,403,726	3,841,447	5,233,683	4%	1,833,683	1%
Interfund Transfers In	29,115,806	13,837,974	15,628,653	12,145,848	33,391,811	9,328,077	7%	8,104,055	6%
Special Revenue & Resources	1,524,749	1,884,158	3,822,346	992,000	3,235,160	982,000	1%	977,000	1%
Bond Proceeds	0	0	779,793	21,123,242	32,220,207	23,986,427	19%	19,378,875	15%
Beginning Balance	79,661,361	80,018,337	89,775,525	30,732,166	97,369,362	34,073,469	27%	37,068,513	29%
Total	**158,824,876**	**155,443,426**	**166,738,212**	**117,377,954**	**220,371,798**	**134,347,900**	**106%**	**126,265,250**	**100%**

Capital Improvement Plan

The capital budget, as proposed by the City Manager, continues to fund projects of priority four or higher. This capital plan is in line with Council direction and last year's adopted budget. The following table shows a summary of current major projects with proposed funding amounts.

This year's CIP committee (Jerry Gibbs, Jon Weidenhamer, Ken Fisher, Lori Collett, Bret Howser, Matt Cassel, Scott Robertson, and Matt Twombly) performed a full reprioritization of the 5-Year Capital Improvement Plan. All projects, including existing projects with previously appropriated funding as well as new project requests, were reviewed and ranked based on five criteria: Objectives, Funding, Necessity, Investment, and Cost/Benefit. Existing CIP's were also reviewed and reprioritized. These CIP requests are outlined in the Budget Issues section and a complete, detailed list is included in the Volume II.

In light of the current economy and the City's shortfall strategy, the Committee set out with the task of reducing the General Fund Transfer to fund projects in the CIP by $1.7 million in FY 2009, by $400,000 in FY 2010, and holding the transfer steady at $1.7 million in FY 2011. Project managers were asked to comb through their projects to find efficiencies and offer up funds which have been dedicated to projects but which may not be necessary to complete the project. In some cases, projects had been completed and had remaining funding. In other cases, alternative funds were located for projects, such as grants, impact fees, or existing bond proceeds. Through such methods, the Committee was able to assemble a recommended CIP which would still fund the vast majority of projects which were anticipated to be funded in previous years, as well as a handful of new project requests while still meeting the targeted reductions in General Fund dollars funding capital.

A small handful of projects fell below the Alternative 4 funding line. These projects include: Hillside Stairs (staff is currently looking for alternate funding source), Air Quality Monitoring, Office Space, Marsac/Guardsman Street Light, and Main Street Light & Sound. With the exception of Office Space, each of those projects was a new request this fiscal year and, in the esteem of the CIP Committee, represented an increased level of service.

The following discussion details some of the larger projects which are likely to be of interest to Council during this budget process. A full listing of capital projects is included in Volume II of the Budget Document.

Racquet Club Renovation:

In September 2008, City Council approved a $547,000 contract with VCBO Architecture for architectural services for the remodel of the Racquet Club and reconstruction of the 7 outdoor tennis courts. The rebuilding of the courts will be funded by Asset Management and is estimated to cost $460,000.

In February 2008 staff and VCBO Architecture presented to City Council the conceptual plans for the renovation of the Racquet Club.

As the initial design was developed, the plan was to leave the existing gymnasium and the tennis building. The tennis building was to remain under the premise that it could be upgraded at a minimal cost. The roof was replaced and structural upgrades were made in 2003. The current snowload capacity is 65 lbs per square foot while current building codes require 98 lbs per square foot of capacity. Despite the 2003 upgrade the building still has maintenance issues such as being highly energy inefficient, condensation build up and occasional leaks through the roof vents.

At the February Council meeting staff was directed to develop a phasing plan with the idea that the only funding available is the $7.2 million of current cash on hand. Council was supportive of replacing the tennis building at some phase but was concerned about funding availability to complete the project in one phase.

Phase 1: Leave existing tennis building –

From a design perspective in order to maintain the tennis building at its current load capacity and have minimal structural upgrades to the building any new structure would have to be built on the west side of the existing tennis building.

This phase would remove the original building that currently is the space for the restaurant, front desk, lobby, offices and locker rooms. The tennis building and the buildings on the south side of the tennis building would remain. These currently house the recreation offices, child care and the weight room.

The benefits to this are:

1. The project could be built with existing funds.
2. The major improvements would be to the weight room, group fitness, locker rooms and main entrance.

3. The potential to have the least effect on current facility operations. Indoor tennis courts would have minor disruption operationally. Other amenities would be displaced but would be relocated on site.

The negatives to this are:

1. The facility would have limited interconnected spaces and would result in long narrow hallways with amenities spread around the facility.
2. Less efficiency in staffing of the facility resulting in operating costs similar to the current facility.
3. No improvement in the energy efficiency of the tennis building.
4. The tennis building remains but will need to be replaced in a future phase.
5. Dealing with an existing building that has no construction plans or as built drawings. There is a greater unknown element when dealing with a remodel of this building that could result in unforeseen change orders as the project progresses.
6. The tennis building will not meet current snowload capacity requirements and will remain at its current level.

Estimated Project Costs for Phase I: -

Description	**Cost**
Architectural & Engineering Services	$345,648
Fixtures, Furnishings & Equipment (FF&E)	$200,000
Remodel Allowance for existing spaces	$200,000
Testing, Fees, Surveys, Etc. (Allowance)	$25,000
Total Estimated Soft Costs	**$765,648**
Demolition	$200,000
Site Work	$150,000
Replace 7 outdoor tennis courts	$455,000
New Indoor Rec Center	$4,705,800
Total Estimated Construction Costs	**$6,331,448**
Phase I Budget	$7,660,000
Budget Surplus	**$1,328,552**

The current Racquet Club has a net square footage 62,378 sq. ft. The Phase I design anticipates a new facility that has a square footage of 74,992 sq. ft. broken down as follows:

- 51,492 sq ft existing building to remain with minimal improvements
- 23,500 sq ft for new recreation center area

Phase II: Replace the existing tennis building –

This phase anticipates removing the tennis building and replacing it with a new building in roughly the same location.

By replacing the tennis building the city will have a facility that is no longer a maintenance issue, energy inefficient and not meet current City building codes.

The benefits to this are:

1. A new building will have increased energy efficiency compared to the existing building giving the city a better opportunity to create a truly energy efficient and sustainable building.
2. A new building will have a useful lifespan of 40 + years.
3. Long term costs to the city are reduced by putting in a new building that will have lower maintenance costs and have a longer lifespan.
4. The new building will be code compliant for accessibility and structural issues, where the existing one is not
5. The new building allows better orientation on the site.
6. The facility would have interconnected spaces. This creates a dynamic space with a sense of interrelated activities.
7. Improved and expanded amenities that would include a running/jogging track, expanded weight room, group fitness facilities and a bouldering wall.
8. Improved staff efficiency result in lower operating costs as compared to the current facility.
9. The existing indoor tennis courts are 35+ years old. While they function fine there are issues with drainage and the limited space between each court.

The negatives to this are:

1. The project would need to use additional funding, possibly through the issuance of Sales Tax bonds.
2. Phasing the project will result in increased costs estimated at $800,000.
3. Four indoor tennis courts would be unusable during construction. Likely out of operation for a year. Greatest interruption to operations but given that other City offices will have been moved back to Marsac there is greater flexibility in potential relocation of services.

Estimated Project Cost –

The current Phase II conceptual design preliminary cost estimate is $4,706,342 with the following breakdown:

Description	**Cost**
Architectural & Engineering Services	$262,717
Fixtures, Furnishings & Equipment (FF&E)	$50,000
Testing, Fees, Surveys, Etc. (Allowance)	$15,000
Total Estimated Soft Costs	**$262,782**
Demolition	$45,000
Site Work	$300,000
New Indoor Tennis Courts	$4,033,625
Total Estimated Construction Costs	**$4,706,342**

Phase I Remaining Budget	$1,328,552
Funds needed for Phase II	**$3,377,790**

These estimates are based off the architect's analysis of the current bidding climate, in relation to the current bid opening of the Southwest Recreation Center. However, due to lack of recent recreation center projects, staff believes that the estimates *may* be slightly high. Recently, bids for City projects have been coming in as much as 30-40% below estimates. For this reason, staff believes that it may be in the City's best financial interest to move forward with Phase II at this time.

Completing Phase I & II as one project –

The CIP Committee reviewed the Racquet Club Renovation project as part of the reprioritization process this year, and continues to recommend the project for funding as a priority 4 project. According to Council direction in February, only previously-realized funding (approximately $7.2 million) for the project remains in the FY 2009 Adjusted Budget. The original FY 2009 budget anticipated additional General Fund surplus would be added to Phase I and Phase II as well as some funding from surplus in FY 2010, bringing the total original budget for both phases of the project to $10 million. These funds have been removed from the project as current projections do not show available surplus dollars in these years.

However, the CIP Committee carefully considered the new proposed scope of the project, including rebuilding of the Tennis Building, and concluded that the benefits achieved through economies of scale and taking advantage of deflated construction costs in the current market warrant funding of a broader scope than would be achieved with only the cash on hand. Currently staff estimates that the cost of reconstructing the Tennis Building could be $1-2 million more expensive if done separately at a later date, in addition to the increased operating and maintenance expenses associated with managing an older building.

The Committee therefore recommends that Council consider developing bid documents at the $10.5 million level and see where bids come in. This would mean budgeting for $3.3 million dollars of sales tax revenue bonds to complete the Tennis Building reconstruction in addition to the original Phase I renovation. This debt could be issued in conjunction with the OTIS sales tax bonds which are scheduled to be issued late in FY 2010. This would allow the City to monitor the economy through another ski season and re-evaluate the prudence of issuing debt for the project next spring. Debt service payments for these bonds would hover around $300,000 per year starting in FY 2011 and are considered in the Debt Service section of this document. Total interest over 15 years would be around $1.4 million. Council might consider structuring the bonds with an early call date, though, to keep the option of paying off the bonds after five years in the event the economy recovers and surplus funds become available, thus limiting the interest expense and maximizing the savings associated with this funding strategy.

As part of the VCBO contract the Racquet Club is to be master planned to include future phases to make sure as the project is built out that we would not have to remove items that were just built to accommodate the future phase. Build out anticipates indoor aquatics and indoor space for food service.

Dog Park Project:

Several years ago a group of citizens formed a group to work with the City to install a dog park in Park City. PCMC received a RAP tax grant in the amount of $27,000 for fencing, and a drinking fountain. PCMC has made improvements to a 1.6 acre site at the Recreation Complex at Quinn's Junction including fencing, water fountain installation, grading and seeding. The dog park group has been trying to raise funds for improvements and have currently raised about $7,500. The group has also managed to receive a landscape plan for improvements. The improvements outlined in the plan could cost between $100,000 and $200,000. Prior direction from Council was to make the improvements so far completed and the citizen group would raise the funds for the remainder of the improvements. Based on the work to date it is unlikely the group can raise the funds necessary, and the current state of the dog park is not acceptable to most users, due to mud in the winter and dry and dusty conditions during the summer.

Additional funds for the dog park are not budgeted due to prior Council direction. If Council would like to change their position and fund additional landscape improvements, staff can return with possible funding options.

HMBA RELS Request:

The Historic Main Street Business Association (HMBA) submitted a neighborhood request for increased level of service (RELS) this year for CIP funds to assist with a project for lighting Main Street and implementing a sound system. The original request included about a $30,000 contribution from the City to get the project off the ground as well as a $240,000 loan to complete the project. This request was handled by staff according to the RELS policy and was determined to be consistent with Council goals. However, the CIP Committee did not recommend the project for funding due in large part to the discretionary nature of the project. Additionally, as the City is not a financial institution, the Committee felt that it was not appropriate for the City to loan funds to an outside entity.

Both the RELS Committee and the CIP Committee would recommend, however, that the HMBA and City partner to further study the project's merits and feasibility, and that alternate funding sources, such as Business Improvement District (BID) fees, be considered for funding such a project. In fact, after Council suggested the need for member support in March, a proposal was submitted at the HMBA annual meeting in April, 2009, which was discussed and brought to a vote of the membership. The membership showed overwhelming support for a lighting project, and would consider funding the project through BID assessments over a period of time.

Staff is currently assembling an analysis of alternatives for approaching this project in the future. More information will be included on this analysis on May 21st, at which point staff will be asking for further direction on the HMBA request.

Town Plaza & Pocket Park:

In previous years, the 5-Year CIP included funding for a proposed Town Plaza on Swede Alley which would join Main Street where the Post Office currently exists. The majority of the funding for the project was to come from the proceeds of the 2005 Sales Tax Bonds. Additional funding was identified from the Main Street RDA Fund and General Fund surplus.

Last year, the City was in negotiations to purchase the Post Office parcel. However, these negotiations broke down and the purchase was never realized. Due to these circumstances, construction of the originally proposed plaza has been delayed indefinitely.

In January, staff presented to Council a series of options for a lesser-scope plaza or pocket park on Swede Alley adjacent to the State Liquor Store. Council directed staff to pursue the option in the figure below. During the construction of the shell space, an historic retaining wall was uncovered. As part of the completion of the pocket park project, this historic wall would be restored/rehabilitated. This is an opportunity to create a gathering area, with a smaller scope, that would be anchored by this authentic historic design element.

This change in scope necessitates a change in funding strategy. This Recommended Budget proposes that $600,000 from proceeds of the 2005 Sales Tax Bond be committed for the construction of the proposed pocket park this summer. The remaining bond funds in the project would be redirected to OTIS projects, and other funding sources in the project would be deobligated or moved to other projects. This reduces the amount of new sales tax debt which the City would otherwise need to issue to complete the next phase of OTIS. However, the 5-Year CIP anticipates that further bonding would be necessary in a future year to complete the larger Town Plaza project (including the purchase of the Post Office). In short, the City would be swapping existing bond funds and future bond funds between the Town Plaza and OTIS projects. This would delay some bonding for the City while avoiding possible arbitrage on existing bond funds.

Other Projects:

Marsac Seismac Upgrade -
The Marsac City Hall seismic upgrade started in July 2008. We are presently 3 months ahead of schedule and anticipate moving into the building by late August 2009. We are currently within the budget and may have some funds available at the conclusion of construction. The total budget is $6.7 million.

Old Town Improvement Study (OTIS) Projects -
The City has completed 3 of 21 street reconstruction projects outlined in the 2002 Old Town Improvement Study. The final projects of Phase I of OTIS (Lower Norfolk and Woodside – North of 13th) are nearing completion at a total cost of $4.1 million. Phase II (a) of OTIS is also scheduled in the Five-Year CIP to begin in FY 2009, at a cost of $4.5 million. That phase includes reconstruction of Hillside in FY 2010, Sandridge in FY 2011, and Empire and Upper Lowell in FY 2011.

The study identified sales tax revenue bonds as the recommended funding source for the projects. It is anticipated that the City will need to bond for approximately $20 million in three different phases over the next 10 years to fund the remaining projects ($4.5 million in FY 2010). Annual debt service will likely range from $700,000 to $2 million, depending upon the year. With General Fund surplus as the anticipated revenue source, it will be very important to monitor other competing needs. The proposed CIP outlines the OTIS Phases as a first step in this process. In the event that General Fund surplus exceeds expectations for a given year, staff advises that those funds be used to fund OTIS projects on an up-front cash basis rather than through debt financing. This has multiple benefits: (1) a previously identified need designated by the CIP Prioritization Committee as a primary concern (i.e., the OTIS Projects) would be funded sooner, (2) the funding would be guaranteed as the cash would be on-hand, and (3) the money saved by not having to pay interest on debt service could be used to fund other needs.

Water Projects -
Water quality and delivery continue to be a top priority for Park City. With the rate of development that occurred over the past few years, water needs have been identified and the cost of these improvements is being developed to be fairly distributed between users and new development. CIP changes to the Water Fund are also reflective of the City's continuing commitment to secure Park City's water needs through improvements to the City's water infrastructure.

The Rockport Pump Station upgrade was completed in late 2008. Projects impacting the CIP during this budget process include the Park City Water Infrastructure Project which includes the construction of the raw water pipeline from Signal Hill in Promontory to Quinn's Junction where a new water treatment plant is going to be built, and the construction of a new finished waterline from the water treatment plant to the Quinn's recreation complex. Also in the CIP is the meter reading technology project which has been in the planning process for the past year. Financial assistance has been sought through the Utah State Division of Drinking Water and Division of Water Resources in the form of low interest loans. It appears the City will receive some assistance from the Divisions but additional market loans will be needed. The remainder of the CIP and the debt service will be funded primarily with water impact fees and water service fees.

Water projects will be discussed in further detail on May 28 in the context of the Water Fund financial plan.

Walkable Community Projects -
In November of 2007 voters in Park City passed a $15 million bond for community-wide walking and biking improvements. Council subsequently appointed the Walking and Biking Advisory Liaison Committee (WALC), to provide input and make recommendations on further prioritization of walkable/bikeable related capital projects as outlined in the Landmark Study. During the FY 2009 budget process Council adopted a project implementation schedule consisting of approximately $7 million in projects to be installed over the next 3 years.

Projects completed to date are as follows:
- Pedestrian signal at the High School crossing
- New sidewalk connection near Park Meadows LDS church
- New sidewalk connection along Park Ave. near City Park City
- New sidewalk connection near Olympic Welcome Plaza

Major projects slated for implementation in 2009 and 2010 are as follows:
- Tunnels under Kearns Boulevard at Comstock ($3 million)
- New sidewalks along Little Kate and Lucky John ($923,000 - from Holiday Ranch Loop to the schools)
- New pedestrian trail connections at the Farm and hard-surfacing the McLeod Creek Trail ($150,000)

Major projects slated for implementation in 2010:
- Tunnels under Bonanza Drive ($1.15 million) - More discussion on May 21st
- New multi-use path along Holiday Ranch Loop Rd. ($922,000)
- Traffic calming improvements in the Prospector and Park Meadows neighborhoods, including a possible sidewalk along Comstock Dr.($1,154,000)

The walkability recommendations from Council also include $6 million in longer-term investment (3-5 years), including $5 million be considered long-term as a placeholder to address major “spine” trails along state highways. City Council, who has final discretion on spending of bond money, will also be asked to consider on-going allocation of annual operations and maintenance budget for each of the recommended projects; including consideration of providing snow removal on new sidewalks.

The City intends to issue $7.7 million in General Obligation debt before the end of the fiscal year with the intent to begin construction on Walkability Projects this spring.

Department Review:
Budget, Debt, & Grants Department, the Legal Department, Sustainability, Recreation Department, and the City Manager reviewed this report.

Alternatives:

A. **Approve:**

Staff recommends that Council hold a public hearing regarding the Proposed Budget and provide direction concerning the CIP.

B. Deny:

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

C. Modify:

D. Continue the Item:

This has the same effect as Alternative B.

E. Do Nothing:

This also has the same effect as Alternative B.

Significant Impacts:

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

Consequences of not taking the recommended action:

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

Recommendation:

Hold a public hearing on the City Manager Recommended Budget. Provide direction concerning the CIP.

Attachments:

A – Budget Summary: Resources & Requirements – All Funds Combined

Attachment A

Resources & Requirements - All Funds Combined

Description	2006 Actual	2007 Actual	2008 Actual	2009 Original Budget	2009 Adj Budget	2010 Budget	Change - 2009 to 2010 Increase (reduction)	Change - 2009 to 2010 %	2011 Plan	Change - 2010 to 2011 Increase (reduction)	Change - 2010 to 2011 %
RESOURCES											
Sales Tax	11,401,348	12,977,127	12,755,443	12,876,000	9,996,000	11,071,000	1,075,000	11%	13,774,000	2,703,000	24%
Planning Building & Engineering Fees	4,980,807	6,090,176	5,828,014	4,941,000	5,368,000	3,246,000	(2,122,000)	-40%	4,523,000	1,277,000	39%
Charges for Services	6,538,642	7,201,295	7,463,662	8,210,000	8,185,000	9,030,000	845,000	10%	9,702,000	672,000	7%
Intergovernmental Revenue	962,305	3,926,496	1,450,079	3,597,200	5,720,696	14,598,957	8,878,261	155%	7,448,837	(7,150,120)	-49%
Franchise Tax	2,715,184	2,529,915	2,748,571	2,758,000	2,948,000	2,964,000	16,000	1%	3,117,000	153,000	5%
Property Taxes	12,694,990	12,744,480	13,974,590	13,924,909	13,450,909	15,126,000	1,675,091	12%	15,538,000	412,000	3%
General Government	161,313	407,766	403,641	441,300	443,800	433,000	(10,800)	-2%	450,400	17,400	4%
Other Revenues	10,754,433	16,117,625	16,333,881	7,069,589	11,721,813	10,923,971	(797,842)	-7%	7,610,971	(3,313,000)	-30%
Total	**$50,209,022**	**$61,994,881**	**$60,957,881**	**$53,817,998**	**$57,834,218**	**$67,392,928**	**$9,558,710**	**17%**	**$62,164,208**	**($5,228,720)**	**-8%**
REQUIREMENTS (by function)											
Executive	6,497,830	7,236,353	8,373,458	8,660,451	8,672,369	9,194,218	521,849	6%	9,422,326	228,108	2%
Police	3,264,505	3,377,943	3,648,493	3,743,390	3,766,535	4,087,375	320,840	9%	4,182,863	95,487	2%
Public Works	10,712,650	11,940,897	14,331,870	14,247,386	14,351,486	15,215,502	864,016	6%	16,032,353	816,851	5%
Library & Recreation	2,807,995	2,815,519	3,011,937	3,052,879	3,145,368	3,469,756	324,388	10%	3,517,872	48,116	1%
Non-Departmental	1,748,612	2,112,448	2,253,926	2,387,941	2,708,854	1,374,272	(1,334,582)	-49%	1,374,272	0	0%
Special Service Contracts	331,556	318,847	362,101	433,973	433,973	433,973	0	0%	433,973	0	0%
Contingency	0	0	0	625,000	625,000	315,000	(310,000)	-50%	315,000	0	0%
Capital Outlay	297,094	267,579	493,666	762,492	794,455	641,772	(152,683)	-19%	499,172	(142,600)	-22%
Total	**25,660,241**	**28,069,586**	**32,475,453**	**33,913,512**	**34,498,040**	**34,731,868**	**233,828**	**1%**	**35,777,831**	**1,045,963**	**3%**
REQUIREMENTS (by type)											
Personnel	15,924,342	17,443,771	19,540,194	19,626,502	19,711,655	21,539,470	1,827,815	9%	22,511,114	971,644	5%
Materials, Supplies & Services	9,438,806	10,358,236	12,441,592	12,899,518	13,366,930	12,235,626	(1,131,304)	-8%	12,452,545	216,919	2%
Contingency	0	0	0	625,000	625,000	315,000	(310,000)	-50%	315,000	0	0%
Capital Outlay	297,094	267,579	493,666	762,492	794,455	641,772	(152,683)	-19%	499,172	(142,600)	-22%
Total	**25,660,241**	**28,069,586**	**32,475,453**	**33,913,512**	**34,498,040**	**34,731,868**	**233,828**	**1%**	**35,777,831**	**1,045,963**	**3%**
EXCESS (deficiency) OF RESOURCES OVER REQUIREMENTS	$24,548,781	$33,925,295	$28,482,429	$19,904,486	$23,336,178	$32,661,060	9,324,882	40%	$26,386,377	(6,274,683)	-19%
OTHER FINANCING SOURCES (uses)											
Bond Proceeds	0	0	779,793	21,123,242	32,220,207	23,986,427	(8,233,780)	-26%	19,378,875	(4,607,552)	-19%
Debt Service	(5,966,048)	(6,310,364)	(6,583,721)	(7,310,885)	(9,755,468)	(7,870,385)	1,885,083	-19%	(7,863,385)	7,000	0%
Interfund Transfers In	29,115,806	13,837,974	15,628,653	12,145,848	33,391,811	9,328,077	(24,063,734)	-72%	8,104,055	(1,224,022)	-13%
Interfund Transfers Out	(29,115,806)	(13,837,974)	(15,628,653)	(12,145,848)	(33,391,811)	(9,328,077)	24,063,734	-72%	(8,104,055)	1,224,022	-13%
Capital Improvement Projects	(20,198,817)	(19,603,022)	(15,994,618)	(38,296,361)	(109,096,810)	(45,782,059)	63,314,751	-58%	(38,373,527)	7,408,532	-16%
Total	**(26,164,865)**	**(25,913,386)**	**(21,798,545)**	**(24,484,004)**	**(86,632,071)**	**(29,666,017)**	**56,966,054**	**-66%**	**(26,858,037)**	**2,807,980**	**-9%**
EXCESS (deficiency) OF RESOURCES OVER REQUIREMENTS AND OTHER SOURCES (uses)	($1,616,084)	$8,011,909	$6,683,884	($4,579,518)	($63,295,893)	$2,995,043	66,290,936	-105%	($471,660)	(3,466,703)	-116%
Beginning Balance	79,661,361	80,018,337	89,775,525	30,732,166	97,369,362	34,073,469	(63,295,893)	-65%	37,068,513	2,995,044	9%
Ending Balance	78,045,276	88,030,246	96,459,405	26,152,650	34,073,469	37,068,513	2,995,044	9%	36,596,852	(471,661)	-1%

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
APRIL 23, 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 23, 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; Katie Cattan, Planner; and Matt Twombly, Project Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council questions and comments – Mayor Dana Williams congratulated Pace Erickson on his 25th anniversary with the City and the City Manager was pleased to report on Jerry Gibbs' good recuperation progress from surgery. Roger Harlan commented on the enjoyable service award dinner held this week and the passing of Park City resident Larry Horyna. Jim Hier reported on the interagency meeting where updates on Bonanza Drive and Kimball Junction were given. The HMBA met this week and are still debating the lighting project, which is supported by the Board. The membership approved its budget and he understood that the business improvement district will raise fees to cover service levels next year. The HMBA is working on a gift card program and several members are involved in the Visioning Program. Liza Simpson expressed that the awards dinner was beautifully done. She attended the SBWRD meeting and training sessions for public officials on applying historic preservation standards. Ms. Simpson toured the temporary People's Health Clinic at The Yard and relayed that its Board has asked for a Council liaison. Council members Erickson and Simpson expressed interest and will confirm the liaison appointment at a future date. Candace Erickson reported on a meeting of the Friends of the Farm and related business. She discussed the financial challenges of Recycle Utah and noted that unfortunately commodity prices have not risen but Recycle Utah has met its matching grant goal through its April 19 fund-raiser. Voluntary donations were discussed. She also commented on the awards dinner and that having long term employees is a real tribute to the City. Joe Kernan also complimented Human Resources on an excellent event.

Mr. Kernan disclosed that IBI, Talisker and Royal Street are among his recycling customers.

The Mayor discussed the Leadership program and business conducted at a COG meeting. He announced that Park City is the recipient of an award from the Utah Chapter of the American Society of Landscape Architecture for the walkability project process.

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

None.

IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF APRIL 2, 2009 AND APRIL 9, 2009

Joe Kernan, "I move we approve the work session notes and minutes of April 2nd and April 9th". Roger Harlan seconded. Liza Simpson disclosed that she was not in attendance at the April 2nd meeting and will be abstaining from voting. Motion carried.

	April 2	April 9
Candace Erickson	Aye	Aye
Roger Harlan	Aye	Aye
Jim Hier	Aye	Aye
Joe Kernan	Aye	Aye
Liza Simpson	Aye	Abstention

V OLD BUSINESS *(Continued items)*

Consideration of an Ordinance approving the 71 Daly Ave plat amendment, located at 71 Daly Avenue, Park City, Utah – Planner Katie Cattan explained that the plat amendment will memorialize the ownership of lot lines at this property. Staff recommends approval according to the proposed ordinance in the meeting packet. The Mayor opened the public hearing; there were no comments. Jim Hier, "I move we approve the plat amendment for 71 Daly Avenue based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance. Candace Erickson seconded. Motion unanimously carried.

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

1, Consideration of authorization to execute a change order to the Neighborhood Parks project(s) Professional Service Provider Agreement in a form approved by the City Attorney to IBI Group in the amount of $62,440 – Matt Twombly explained that in August 2008, staff presented Council with plans for Creekside Park and Council modified the concept by removing the gas fire pit. There have been no other changes and the plans received CUP approval from the Planning Commission. The park improvements as outlined, include a permanent black vinyl coated chain link fence around the dirt jump park area, a restroom building to be built according to the green building policy including solar heat and hot water, possibly demonstration elements, eight parking spaces, a variety of playground equipment, a shade structure, walkways, trail connections, a planting of native grasses within the well protection zone area, trees shrubs, bike racks, benches, and a very small grass lawn area outside the well protection area. One of the conditions of the CUP approval was to post the park with *No Dogs Allowed* for the east side of the driveway by the well protection area. The staff report outlines a budget of approximately $725,000; construction is approximately $640,000 which is within the budget. Staff is seeking direction to proceed with the park and staff recommends that Council authorize the City Manager to execute a change order in the amount of $62,440. In response to questions from Liza Simpson, Mr. Twombly explained that costs will be better defined in the construction drawing phase and that originally staff intended to highlight the well protection zone area as an educational component but the Water Department advised against drawing attention to the facility. The Mayor invited comments from the audience; none were rendered. Liza Simpson, "I move we authorize the City Manager to execute a change order to the Neighborhood Parks Professional Services Provider Agreement in a form approved by the City Attorney's Office, to IBI Group in the amount of $62,440". Jim Hier seconded. Motion unanimously carried.

2. Consideration of approval of a Conservation Easement Release with Co-Grantee Summit Land Conservancy to amend the Grant of Conservation Easement (Ski Area) by United Park City Mines Company and Deer Valley Resort Company dated December 19, 2002, File No. 00643790, recorded in the Summit County Recorder's Office, Book 01502, Page 732-747 – Mark Harrington referred to his staff report. The City and Summit Land Conservancy was added to pending litigation between three private parties regarding the ownership of an old mining claim. Through the leadership of Summit Land, a plan was arranged to temporarily remove the area in question from the conservation easement placed on it, therefore allowing litigation to proceed without the necessity of having to burden the City or Summit Land with the cost of litigation and defense. If this property is not maintained, Deer Valley Resort has promised to replace it with comparable property according to the terms outlined by the City and Summit Land. The Mayor asked about Summit Land's position and Mark Harrington understood they have agreed to the release. The Mayor invited public input; there was none. Jim Hier, "I move we approve the release of conservation easement as drafted in the staff report". Joe Kernan seconded. Motion unanimously carried.

VII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3:30 p.m. Members in attendance were Mayor Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Ron Ivie; Chief Building Official; Jeff Schoenbacher, Environmental Specialist; tom Daley, Deputy City Attorney; Jon Weidenhamer, Economic Development Manager; Diane foster Sustainability Manager Tom Eddington, Planning Director; Mark Harrington, City Attorney; and Jody Burnett, outside counsel. Liza Simpson, "I move to close the meeting to discuss property and litigation". Roger Harlan seconded. Motion carried unanimously. The meeting opened at approximately 6 p.m. Jim HIer, "I move to open the meeting". Roger Harlan 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

City Council
Staff Report

Subject:	**Resolution – National Tourism Week**
Author:	**Janet M. Scott**
Department:	**Executive**
Date:	**May 7, 2009**
Type of Item:	**Legislative**

Summary Recommendations:
Staff recommends adoption of a Resolution declaring May 7 through May 12 as National Tourism Week, as requested by the Park City Chamber and Visitors Bureau and supported by Council over the past several years.

The Chamber is hosting a barbecue for its membership and extended a special invitation to Council members and staffers who work with the Chamber on special events, etc. See attached flyer.

RESOLUTION DECLARING MAY 9 TO 17, 2009
AS “NATIONAL TOURISM WEEK” IN PARK CITY, UTAH

WHEREAS, the travel and tourism industry is a powerful engine of economic growth in Park City, Summit County, the state of Utah and the nation; and

WHEREAS, the travel and tourism industry in Summit County provides jobs for over 7,117 people and accounts for more than 43% of Summit County’s total employment in a clean industry that provides residents and guests with diversity in all experiences of a mountain resort community made possible by tourism; and

WHEREAS, the travel and tourism industry supports several other industries such as construction, insurance, building supplies, etc.; and

WHEREAS, total spending by travelers and tourists in Summit County is over $460 million annually providing almost $9.5 million in general sales tax locally, $3.3 million in transient room tax revenues, and over $1,025,000 from the restaurant tax; and

WHEREAS, Park City offers three mountain resorts areas, the Utah Olympic Park, Historic Main Street, a free transit system and a mountain range of other attractions, adventures, events, and dining/entertainment experiences; and

WHEREAS, “National Tourism Week” is honored throughout the state of Utah and our nation as part of the Tourism Industry of America’s effort to increase awareness of the tour and travel industries’ economic, cultural and social contributions to the United States:

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council hereby declare May 9 through May 17, 2009, as “National Tourism Week” in Park City, and ask all citizens to recognize and support the travel and tourism industry; our travelers and tourists, those who work in and service the hospitality industry, and our beautiful town and county.

PASSED AND ADOPTED this 7th day of May, 2009

PARK CITY MUNICIPAL CORPORATION

____
Mayor Dana Williams

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
Mark D. Harrington, City Attorney

Who Says There's No Such
Thing as a FREE Lunch?

Please joins us for a kickoff to summer BBQ

WHO: **We're inviting all Chamber Bureau members, visitors to Park City and employees in the local hospitality industry to join us for a…**

WHAT: **…FREE barbecue lunch and group photo of "The Faces of Tourism" at 12.30 to join with the rest of the country in celebration of *National Tourism Week* at the…**

WHERE: **…Visitor Information Center, 1826 Olympic Parkway Boulevard (Kimball Junction area at the base of the Utah Olympic Park road) on…**

WHEN: **…Tuesday –** May 12th **from 11.30 to 1.30 p.m.**

Co-sponsored by the Utah Olympic Park

City Council
Staff Report

Subject: Resolution – Peace Officers Day and National Police Week
Author: Janet M. Scott
Department: Executive
Date: May 7, 2009
Type of Item: Legislative

Summary Recommendations:
Staff recommends adoption of a Resolution declaring May 15 as Peace Officers Day and the week of May 10 to May 16 as National Police Week, as requested by Park City Officer Leslie Welker, on behalf of the Department, who has headed this celebration the past several years.

History of Police Week:

In 1962, President John F. Kennedy signed Public Law 87-726 designating May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week. The law was amended by the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322, signed by President Bill Clinton, directing that the flag of the United States be displayed at half-staff on all government buildings on May 15th each year. While the actual dates change from year to year, National Police Week is always the calendar week, beginning on Sunday, which includes May 15th.

Resolution No.

RESOLUTION DECLARING MAY 15, 2009 AS PEACE OFFICERS MEMORIAL DAY AND MAY 10 TO MAY 16, 2009AS NATIONAL POLICE WEEK IN PARK CITY, UTAH

WHEREAS, The Congress and President of the United States have designated May 1*WH*5th as Peace Officers' memorial Day, and the week in which May 15th falls as National Police Week; and

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including 35 sworn members of the Park City Police Department; and

WHEREAS, since the first recorded death in 1792, more than 18,000 law enforcement officers in the United States have made the ultimate sacrifice and have been killed in the line of duty, including two members of the Park City Police Department; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C. in honor of their service and sacrifice; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the week against oppression; and

WHEREAS, the men and women of the Park City Police Department unceasingly provide a vital public service to the citizens of Park City; and

WHEREAS, May 15th is designated as Peace Officers Memorial Day, with federal law (P.L. 103-322) directing that all flags be flown at half-staff on that date in honor of fallen officers and their families;

THEREFORE, BE IT RESOLVED that the Mayor and City Council declare May 10 to May16, 2009, as National Police Week in Park City, and publicly salute the service of law enforcement officers in our community and in communities across the nation.

PASSED AND ADOPTED this 7th day of May, 2009.

City Council
Staff Report

Subject: **2009 GO Bond Parameters Resolution**
Author: **Bret Howser**
Department: **Budget, Debt, & Grants**
Date: **April 29, 2009**
Type of Item: **Legislative**

Summary Recommendations:
Staff recommends that Council approve the attached parameters resolution related to the proposed 2009 Series General Obligation bond issuance for open space purchase, walkability projects, and refunding of 1999 Series GO Bond.

Topic/Description:
Open Space GO Bond Parameters Resolution

Background:
In November of 2006, Park City residents approved the issuance of $20 million of General Obligation bonds for the purchase and preservation of open space. In December 2008, the City purchased open space at Kimball Junction and Round Valley for which a $10 million bond was issued. While the cost of the open space exceeded $10 million, the City bonded for this amount so the bonds would be bank qualified, netting a more favorable interest rate for the City. However, the City should now bond for the remainder of the purchase price (approximately $2 million).

Additionally, the City is in negotiation to acquire the Gambel Oaks land for open space. The proposed GO Bond would provide funding necessary to cover costs related to this land acquisition (approximately $2 million).

Park City residents voted for the approval of $15 million of General Obligation debt for the construction of a series of walkable and bikeable community projects in November 2007. City staff is on pace to begin construction and incur costs related to these projects this spring. The first phase of walkability projects will be occurring over the next 3 years and should cost approximately $7.7 million.

In 1999, the City issued General Obligation bonds for the purchase of open space. Those bonds are callable this year, and staff recommends that the City take advantage of the current market's more favorable rates and refund the 1999 bonds. $1.7 million in principal remain on the bonds with an interest rate of about 5% annually. It is expected that the City could gain substantial savings in interest expense by refinancing the bonds now.

Analysis:
The attached parameters resolution sets the parameters of the GO bond issuance and initiates the process of public notice. The resolution sets the maximum issuance amount at $15 million and defines the project as follows:

> The City intends to issue general obligation bonds for the purpose of (1) acquiring, improving and forever preserving park and recreational land, together with related historical or cultural improvements, to protect the conservation values thereof, remove existing unneeded manmade improvements, and make limited improvements for public access, parking and use (the "Open Space Project"), (2) acquiring, constructing, improving and modifying pathways, roads and related improvements for use by pedestrians and cyclists (the "Walkability Project") and (3) paying the costs incurred in connection with the issuance and sale of the general obligation bonds.

The resolution also establishes the format for public notice, which should be published in the Park Record on May 9, 2009. The public notice will announce a public hearing to be held on May 28, 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 6% interest, 16 years, and 1% discount from par. Currently, the average coupon rate on a municipal bond with a AA rating could be less than 4%. Staff anticipates that the actual interest rate of the bond would be closer to the current rate than the 6% maximum. The parameters allow for a maximum 1% discount from par, which would be necessary if interest rates were higher than the coupon rate on the bond. However, staff plans to do a competitive sale with this bond and does not expect to sell the bonds for less than the face value.

Staff anticipates bringing a final bond resolution before Council on May 28 or June 4, 2009. In the event that Council passes the final bond resolution on one of those dates, staff would proceed with the bond closing on or after June 8, 2009. It is important that the issuance proceed during the current fiscal year in order to have proceeds available for expenses which have already transpired and which are likely to transpire during fiscal year 2009.

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

Alternatives:

A. **Approve:**
Staff recommends approving the attached parameters resolution related to the proposed 2009 Series GO 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 and voter-approved as the funding source for the purchase of open space and walkability projects. The funding would allow staff to continue with the current timing of the issuance.

Consequences of not taking the recommended action:
The purchase of identified open space parcels and construction on walkability projects could be delayed until Council decides to move forward with the bond issuance.

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

Attachments:
A – Parameters Resolution

RESOLUTION NO. _______-09

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.

*** *** ***

WHEREAS, at the special bond election duly and lawfully called and held in Park City, Utah (the *"City"*) on November 7, 2006 (the *"2006 Special Bond Election"*), the issuance of $20,000,000 principal amount of general obligation bonds was authorized for the purpose of acquiring, improving and forever preserving park and recreational land, together with related historical or cultural improvements, to protect the conservation values thereof, remove existing unneeded man-made improvements, and make limited improvements for public access, parking and use (the *"Open Space Project"*), the result of which election was declared by the City Council of the City (the *"Council"*), sitting as a Board of Canvassers, on November 16, 2006;

WHEREAS, at the special bond election duly and lawfully called and held in the City on November 6, 2007 (the *"2007 Special Bond Election"* and together with the 2006 Special Bond Election, collectively, the *"Special Bond Elections"*), the issuance of $15,000,000 principal amount of general obligation bonds was authorized for the purpose of acquiring, constructing, improving and modifying pathways, roads and related improvements for use by pedestrians and cyclists (the *"Walkability Project"* and together with the Open Space Project, collectively, the *"Projects"*), the result of which election was declared by the Council, sitting as a Board of Canvassers, on November 15, 2007;

[WHEREAS, the Open Space Project will remain undeveloped, except for minor access and use improvements, and will be dedicated to the public for continued non-motorized recreational use and visual protection;]

[WHEREAS, the Open Space Project will help define and enhance the natural, aesthetic and scenic qualities of the City;]

WHEREAS, the City has heretofore authorized and issued $10,000,000 of bonds voted at the 2006 Special Bond Election and the City has determined to authorize the issuance and sale at this time of up to an additional $4,000,000 principal amount of the bonds voted at the 2006 Special Bond Election

WHEREAS, the City has not heretofore issued any of the bonds voted at the 2007 Special Bond Election and the Council has determined to authorize the issuance and sale at this time of up to $7,500,000 principal amount of the bonds voted at the 2007 Special Bond Election;

WHEREAS, pursuant to the applicable provisions of Title 10 of the Utah Code Annotated 1953, as amended (the *"Utah Code"*), Chapter 14 of Title 11 of the Utah Code and the Utah Refunding Bond Act, Chapter 27 of Title 11 of the Utah Code, and the authorization of the Special Bond Elections, the City has the authority to (A) issue its general obligation bonds for the purpose of paying all or a part of the cost of (1) acquiring, improving and forever preserving the Open Space Project and (2) acquiring, constructing, improving and modifying the Walkability Project and (B) refunding all or a portion of the City's outstanding General Obligation Bonds, Series 1999 (the *"Refunded Bonds"*)[, in order to achieve a debt service savings on the City's general obligation bonds];

WHEREAS, the City desires to issue and sell, pursuant to competitive bid, not more than $15,000,000 of its general obligation bonds (the *"Bonds"*) for the purpose of paying the costs of the Projects and refunding, if economically desirable in the City's judgment, all or a portion of the Refunded Bonds [in order to benefit the City and its inhabitants by reducing the debt service on the City's indebtedness]; 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, Sections 11-14-316 11-27-4 of the Utah Code provides for the publication of a Notice of Bonds to be Issued, and the City desires to cause the publication of such a notice at this time in compliance with said Section with respect to such Bonds;

NOW, THEREFORE, Be It Resolved by the City Council of Park City, Utah, as follows:

Section 1. The Council hereby finds and determines that it is in the best interests of the residents of the City for the City to issue the Bonds, in an aggregate principal amount not to exceed $15,000,000 (up to $11,500,000 of which may be used for costs of the Projects and related costs of issuance), to bear interest at a rate or rates of not to exceed six percent (6.00%) per annum, to mature over a period not to exceed sixteen (16) years from their date or dates, and to be sold at a discount from par, expressed as a percentage of principal amount, of not to exceed one percent (1.00%), pursuant to a resolution to be adopted by the Council authorizing and confirming the issuance and sale of the Bonds (the substantially final form of which is attached hereto as *Exhibit 1* and is herein referred to as the *"Final Bond Resolution"*). Therefore, the City hereby declares its intention to issue the Bonds according to the provisions of this Resolution and the Final Bond Resolution for the purposes described above.

[*Section 2*. The Council hereby finds and determines that the acquisition, improvement and preservation of the Open Space Project is for one or more public purposes. In order to accomplish such purposes, all or a portion of the Project may not lie within the limits of the City, as permitted in Section 11-14-103(2) of the Utah Code.]

Section 3. Bids for the purchase of the Bonds shall be received electronically via the PARITY® electronic bid submission system on __________, __________, 2009, up to 9:30 a.m., Mountain Daylight Time (or such other date or time as the City may determine), by the City Manager of the City at the computer screen in the offices of Municipal Bond Consulting, Inc., the Financial Advisor (the *"Financial Advisor"*) to the City, in Salt Lake City, Utah. All bids so received shall be reviewed and considered at a public meeting of the Council on __________, __________, 2009, at 6:00 p.m., Mountain Daylight Time (or such other date or time as the City may determine), at the Library and Education Center, Room 205, 1255 Park Avenue, Park City, Utah.

Section 4. The City Recorder of the City (the *"City Recorder"*) shall cause an Official Notice of Bond Sale, in substantially the form attached hereto as *Exhibit 2*, to be disseminated electronically by the Financial Advisor not less than seven (7) days prior to the date of said sale.

Section 5. The sale shall be held in accordance with the terms set out in the Official Notice of Bond Sale referred to in Section 4 above.

Section 6. The Mayor of the City (the *"Mayor"*), the City Recorder and the staff of the City are hereby authorized and directed to prepare or cause to be prepared a Preliminary Official

Statement for distribution to prospective purchasers of the Bonds. The Preliminary Official Statement shall include descriptions of the City, the Final Bond Resolution, the Bonds, the security and source of payment of the Bonds and such other information as shall be deemed necessary or advisable by the Mayor, the City Recorder and staff, taking into account the advice and recommendations of the Financial Advisor and the City Attorney. Concurrently with its distribution to prospective purchasers, the Preliminary Official Statement shall be "deemed final" by the Mayor or the City Recorder for purposes of Rule 15c2-12 of the U.S. Securities and Exchange Commission. Following the sale of the Bonds, the Mayor, the City Recorder and the staff of the City shall prepare or cause to be prepared a final Official Statement, with such changes to the Preliminary Official Statement as shall be necessary, including, but not limited to, changes to conform the final Official Statement to the final terms and provisions of the Bonds. The final Official Statement shall be executed on behalf of the City by the Mayor or, in the absence or disability of the Mayor, the Mayor Pro Tem.

Section 7. The Council hereby authorizes and approves the issuance and sale of the Bonds, pursuant to the provisions of this Resolution and the Final Bond Resolution, with such changes to the Final Bond Resolution as shall be approved by the Council upon the adoption thereof, *provided* that the principal amount, interest rates, maturity and discount, if any, of and for the Bonds shall not exceed the respective maximums set forth in Section 1 hereof.

Section 8. 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 __________, __________, 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 9. The City Recorder shall cause the "Notice of Public Hearing," in substantially the form attached hereto as *Exhibit 3,* 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 10. In accordance with the provisions of Section 11-14-316 of the Local Government Bonding Act, the City Recorder shall cause the "Notice of Bonds to be Issued," in substantially the form attached hereto as *Exhibit 4,* 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 all exhibits hereto) and of the Final Bond Resolution to be kept on file in her office for public examination during the regular business hours of the City until at least thirty (30) days from and after the date of publication thereof.

For a period of thirty (30) days from and after publication of the Notice of Bonds to be Issued, any person in interest shall have the right to contest the legality of this Resolution (including the Final Bond Resolution attached hereto) or the Bonds hereby authorized or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of this Resolution (including the Final Bond Resolution) or the Bonds or any provisions made for the security and payment of the Bonds for any cause.

Section 11. 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 sections, paragraphs, clauses or provisions of this Resolution.

Section 12. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 13. This Resolution shall take effect immediately upon its adoption.

(Signature page follows.)

ADOPTED AND APPROVED this 7th day of May, 2009.

PARK CITY, UTAH

By ______________________________
Dana Williams
Mayor

[SEAL]

ATTEST AND COUNTERSIGN:

By______________________________
Janet N. Scott
City Recorder

APPROVED AS TO FORM:

By ______________________________
City Attorney

EXHIBIT 1

[ATTACH FORM OF FINAL BOND RESOLUTION]

EXHIBIT 2

OFFICIAL NOTICE OF BOND SALE
(Bond Sale To Be Conducted Electronically)

$13,395,000*
GENERAL OBLIGATION AND REFUNDING BONDS, SERIES 2009
OF
PARK CITY, UTAH

Bids will be received electronically (as described under "PROCEDURES REGARDING ELECTRONIC BIDDING" below) by the City Manager of Park City, Utah (the *"City"*), via the PARITY® electronic bid submission system (*"PARITY®"*), at 9:30:00 a.m., Mountain Daylight Time, on __________, __________, 2009, for the purchase (all or none) of the City's $13,395,000* aggregate principal amount of General Obligation and Refunding Bonds, Series 2009 (the *"Bonds"*). The bids will be publicly reviewed and considered by the City Council of the City (the *"City Council"*) at a meeting to be held on __________, __________, 2009, at 6:00 p.m., Mountain Daylight Time, at the Library and Education Center, Room 205, 1255 Park Avenue, Park City, Utah.

A portion of the Bonds in the amount of $4,000,000 is the second block to be sold of a total voted authorization of $20,000,000 from a special bond election held in the City on November 7, 2006 (the *"Open Space Authorization"*). A portion of the Bonds in the amount of $7,500,000 is the first block to be sold of a total voted authorization of $15,000,000 from a special bond election held in the City on November 6, 2007 (the *"Walkability Authorization"*). After the issuance of the Bonds, the City will have $6,000,000 of Open Space Authorization and $7,500,000 of Walkability Authorization remaining to issue general obligation bonds.

DESCRIPTION OF BONDS: The Bonds will be dated as of the date of issuance and delivery[1] thereof, will be issuable only as fully-registered bonds in book-entry form, will be issued in denominations of $5,000 or any whole multiple thereof, not exceeding the amount of each maturity, and will mature on May 1 of each of the years and in the principal amounts as follows:

YEAR	PRINCIPAL AMOUNT*	YEAR	PRINCIPAL AMOUNT*
2010	$ 865,000	2018	$790,000
2011	990,000	2019	815,000
2012	1,020,000	2020	845,000
2013	1,055,000	2021	875,000
2014	1,075,000	2022	905,000
2015	725,000	2023	940,000
2016	745,000	2024	980,000
2017	770,000		

* Preliminary; subject to change. See caption "ADJUSTMENT OF PRINCIPAL AMOUNT OF THE BONDS" in this Official Notice of Bond Sale.

1 The anticipated date of delivery of the Bonds is __________, __________, 2009.

ADJUSTMENT OF PRINCIPAL AMOUNT OF THE BONDS: The City may adjust the aggregate principal amount of the Bonds as described in this paragraph. The adjustment of maturities will not reduce or increase the amount of the Bonds maturing in any year by more than ____ percent (_____%) or $_____, whichever is greater. The dollar amount of the price bid by the successful bidder may be changed as described below, but the interest rates specified by the successful bidder for all maturities will not change. A successful bidder may not withdraw its bid as a result of any changes made within these limits, and the City will consider the bid as having been made for the adjusted amount of the Bonds. The dollar amount of the price bid will be changed so that the percentage net compensation to the successful bidder (*i.e.*, the percentage resulting from dividing (a) the aggregate difference between the offering price of the Bonds to the public and the price to be paid to the City by (b) the principal amount of the Bonds) does not increase or decrease from what it would have been if no adjustment was made to the principal amounts shown above. The City expects to advise the successful bidder as soon as possible, but expects no later than 2:00 p.m., Mountain Standard Time, on the date of sale, of the amount, if any, by which the aggregate principal amount of the Bonds will be adjusted and the corresponding changes to the principal amount of Bonds maturing on one or more of the above-designated maturity dates for the Bonds. Any such adjustment will be in an amount of $5,000 or a whole multiple thereof.

To facilitate any adjustment in the principal amounts, the successful bidder is required to indicate to Municipal Bond Consulting, Inc., the Financial Advisor (the *"Financial Advisor"*) to the City, via e-mail (dminer@mbc-ut.com) within one-half hour of the time of bid opening, the amount of any original issue discount or premium on each maturity of the Bonds and the amount received from the sale of the Bonds to the public that will be retained by the successful bidder as its compensation.

RATINGS: The City will at its own expense pay fees of Moody's Investors Service, Inc., Standard & Poor's Ratings Services, a Division of The McGraw-Hill Companies, Inc. and Fitch Ratings for rating the Bonds.

PURCHASE PRICE: The purchase price bid for the Bonds shall not be less than the principal amount of the Bonds ($13,395,000*) nor more than 102% of the principal amount of the Bonds ($13,662,900*).

INTEREST RATES: Bidders must specify the rate of interest with respect to each maturity of Bonds. Bidders will be permitted to bid different rates of interest for each separate maturity of Bonds, but:

(a) the highest interest rate bid for any of the Bonds shall not exceed ___________ percent (_____%) per annum;

(b) beginning with the Bonds maturing on May 1, _____, the interest rate bid for each succeeding maturity of the Bonds must increase or stay the same;

---

* Preliminary; subject to change.

(c) each interest rate specified in any bid must be in a multiple of one-eighth or one-twentieth of one percent (1/8th or 1/20th of 1%) per annum;

(d) no Bond shall bear more than one rate of interest;

(e) interest shall be computed from the dated date of a Bond to its stated maturity date at the single interest rate specified in the bid for the Bonds of such maturity;

(f) the same interest rate shall apply to all Bonds maturing at one time;

(g) the purchase price must be paid in immediately available funds and no bid will be accepted that contemplates the cancellation of any interest or the waiver of interest or other concession by the bidder as a substitute for immediately available funds;

(h) any premium must be paid in the funds specified for the payment of the Bonds as part of the purchase price;

(i) there shall be no supplemental interest coupons;

(j) an interest rate of less than one percent (1.00%) may not be used; and

(k) interest shall be computed on the basis of a 360-day year of twelve 30-day months.

Interest will be payable semiannually on May 1 and November 1 of each year, commencing [November 1, 2009].

BOND REGISTRAR AND PAYING AGENT; PLACE OF PAYMENT: Zions First National Bank, Salt Lake City, Utah, will be the paying agent and bond registrar for the Bonds. The City may remove any paying agent and any bond registrar, and any successor thereto, and appoint a successor or successors thereto. So long as the Bonds are outstanding in book-entry form, the principal of and interest on the Bonds will be paid under the standard procedures of The Depository Trust Company (*"DTC"*).

REDEMPTION PROVISIONS: The Bonds maturing on or after May 1, 2020, are subject to redemption at the option of the City on November 1, 2019 (the *"First Redemption Date"*), and on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the City, and at random within each maturity if less than the full amount of any maturity is to be redeemed, upon not less than thirty (30) days' prior written notice, at a redemption price equal to one hundred percent (100%) of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the redemption date. Bonds maturing on or prior to the First Redemption Date are not subject to optional redemption.

SECURITY: The Bonds will be full general obligations of the City, payable from the proceeds of ad valorem taxes to be levied without limitation as to rate or amount on all of the taxable property in the City, fully sufficient to pay the same as to both principal and interest.

AWARD: Award or rejection of bids will be made at the __________, __________, 2009 meeting of the City Council referred to above. The Bonds will be awarded to the responsible bidder offering to pay not less than the principal amount of the Bonds ($13,395,000*) nor more than 102% of the principal amount of the Bonds ($13,662,900*) and specifying a rate or rates of interest that result in the lowest effective interest rate to the City. The effective interest rate to the City shall be the interest rate per annum determined on a per annum true interest cost (*"TIC"*) basis by discounting the scheduled semiannual debt service payments of the City on the Bonds (based on such rate or rates of interest so bid) to the dated date of the Bonds (based on a 360-day year consisting of twelve 30-day months), compounded semiannually and to the bid price.

PROMPT AWARD: The City Council will take action awarding the Bonds or rejecting all bids not later than twenty-four (24) hours after the expiration of the time herein prescribed for the receipt of bids, unless such time of award is waived by the successful bidder.

NOTIFICATION: The Financial Advisor, on behalf of the City, will notify the apparent successful bidder by telephone as soon as possible after the City's receipt of bids, that such bidder's bid appears to be the best bid received which conforms to the requirements of this Official Notice of Bond Sale, subject to verification and to official action to be taken at the City Council's __________, __________, 2009 meeting.

PROCEDURES REGARDING ELECTRONIC BIDDING: A prospective bidder must communicate its bid for the Bonds electronically via PARITY® on or before 9:30:00 a.m., Mountain Daylight Time, on __________, __________, 2009. No bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY® conflict with this Official Notice of Bond Sale, the terms of this Official Notice of Bond Sale shall control. For further information about PARITY®, potential bidders may contact Municipal Bond Consulting, Inc., the Financial Advisor, at 3375 South Paige Circle, Salt Lake City, Utah 84109, telephone (801) 486-2005 or I-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, telephone (212) 849-5021.

For purposes of PARITY®, the time as maintained by PARITY®shall constitute the official time.

Each prospective bidder shall be solely responsible to register to bid via PARITY® as described above. Each qualified prospective bidder shall be solely responsible to make necessary arrangements to access PARITY® for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Bond Sale. Neither the City nor i-Deal LLC shall have any duty or obligation to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the City nor i-Deal LLC shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY®. The City is using PARITY® as a communication mechanism, and not as the City's agent, to conduct the electronic bidding for the Bonds.

---

* Preliminary; subject to change.

FORM OF BID: Each bidder is required to transmit electronically via PARITY® an unconditional bid specifying the lowest rate or rates of interest and the purchase price, which shall not be less than the principal amount of the Bonds ($13,395,000*) nor more than 102% of the principal amount of the Bonds ($13,662,900*), at which the bidder will purchase the Bonds. Each bid must be for all the Bonds herein offered for sale.

For information purposes only, bidders are requested to state in their bids the effective interest rate for the Bonds represented on a TIC basis, as described under "AWARD" above, represented by the rate or rates of interest and the bid price specified in their respective bids.

No bids will be accepted in written form, by facsimile transmission or in any other medium or on any system other than by means of PARITY®; *provided, however,* that in the event a prospective bidder cannot access PARITY® through no fault of its own, it may so notify the Financial Advisor by telephone at (801) 486-2005. Thereafter, it may submit its bid by telephone to the Financial Advisor at (801) 486-2005, who shall transcribe such bid into written form, or by facsimile transmission to the Financial Advisor at (801) 486-2006, in either case before 9:30:00 a.m., Mountain Daylight Time, on __________, __________, 2009. For purposes of bids submitted telephonically to the Financial Advisor (as described above) or by facsimile transmission (as described above), the time as maintained by PARITY® shall constitute the official time. Each bid submitted as provided in this paragraph must specify: (a) an offer to purchase not less than all of the Bonds; and (b) the lowest rate of interest at which the bidder will purchase the Bonds at a price of not less than the principal amount of the Bonds ($13,395,000*) nor more than 102% of the principal amount of the Bonds ($13,662,900*), as described under "AWARD" above. The Financial Advisor will seal transcribed telephonic bids and facsimile transmission bids for submission to an official of the City. Neither the City nor the Financial Advisor assume any responsibility or liability from the failure of any such transcribed telephonic bid or facsimile transmission (whether such failure arises from equipment failure, unavailability of telephone lines or otherwise). No bid will be received after the time for receiving such bids specified above.

If requested by the Financial Advisor, the apparent successful bidder will provide written confirmation of its bid (by facsimile transmission) to the Financial Advisor prior to 2:00 p.m., Mountain Daylight Time, on __________, __________, 2009.

RIGHT OF CANCELLATION: The successful bidder shall have the right, at its option, to cancel its obligation to purchase the Bonds if the City shall fail to execute the Bonds and tender the same for delivery within 60 days from the date of sale thereof, and in such event the successful bidder shall be entitled to the return of the deposit accompanying its bid.

GOOD FAITH DEPOSIT: A good faith deposit in the amount of $_______ (the *"Deposit"*), is required of the successful bidder only. The Deposit shall be payable to the order of the City in the form of a wire transfer in federal funds as instructed by the Financial Advisor no later than 12:00 p.m., Mountain Daylight Time, on the date of sale. As an alternative to wiring funds, a bidder may deliver a cashier's or certified check, payable to the order of the City, with its bid. If a check is used, it must precede each bid. Such check shall be promptly returned to its respective bidder whose bid is not accepted.

---

* Preliminary; subject to change.

The City shall, as security for the faithful performance by the successful bidder of its obligation to take up and pay for the Bonds when tendered, cash the Deposit check, if applicable, of the successful bidder and hold the proceeds of the Deposit of the successful bidder or invest the same (at the City's risk) in obligations that mature at or before the delivery of the Bonds as described under the caption "MANNER AND TIME OF DELIVERY" below, until disposed of as follows: (a) at such delivery of the Bonds and upon compliance with the successful bidder's obligation to take up and pay for the Bonds, the full amount of the Deposit held by the City, without adjustment for interest, shall be applied toward the purchase price of the Bonds at that time, and the full amount of any interest earnings thereon shall be retained by the City; and (b) if the successful bidder fails to take up and pay for the Bonds when tendered, the full amount of the Deposit plus any interest earnings thereon will be forfeited to the City as liquidated damages.

SALE RESERVATIONS: The City reserves the right: (a) to waive any irregularity or informality in any bid or in the electronic bidding process; (b) to reject any and all bids for the Bonds; and (c) to resell the Bonds as provided by law.

MANNER AND TIME OF DELIVERY: The successful bidder will be given at least seven (7) business days' advance notice of the proposed date of the delivery of the Bonds when that date has been determined. It is now estimated that the Bonds will be delivered in book-entry form on or about _______, __________, 2009. The Bonds will be delivered as a single bond certificate for each maturity of the Bonds, registered in the name of DTC or its nominee. Delivery of the Bonds will be made in Salt Lake City, Utah, except that the successful bidder may at its option and expense designate some other place of delivery, that expense to include travel expenses of two City officials or two representatives of the City and closing expenses. The successful bidder must also agree to pay for the Bonds in federal funds that will be immediately available to the City in Park City, Utah, on the day of delivery.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder to accept delivery of and pay for the Bonds in accordance with terms of the contract of sale. All expenses in relation to the providing of CUSIP numbers for the Bonds shall be paid for by the City.

TAX-EXEMPT STATUS: In the opinion of Chapman and Cutler LLP, Bond Counsel, subject to the City's compliance with certain covenants, under present law, (i) interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes, (ii) interest on the Bonds is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Internal Revenue Code of 1986, as amended (the *"Code"*), (iii) interest on the new money portion of the Bonds is not taken into account in computing adjusted current earnings, which is used in determining the federal alternative minimum tax for certain corporations, but (iv) interest on the Refunded Bonds is taken into account, however, in computing such adjustment used in determining the federal alternative minimum tax for certain corporations. Failure to comply with certain of such Issuer covenants could cause interest on the Bonds to be includable in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds. Ownership of the Bonds may result in other federal tax consequences to certain taxpayers, and Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Bonds.

It is further the opinion of Bond Counsel that under the existing laws of the State of Utah, as presently enacted and construed, interest on the Bonds is exempt from taxes imposed by the Utah Individual Income Tax Act. Bond Counsel expresses no opinion with respect to any other taxes imposed by the State of Utah or any political subdivision thereof. Ownership of the Bonds may result in other state and local tax consequences to certain taxpayers; Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

It is also the opinion of Bond Counsel that the Bonds are "qualified tax-exempt obligations" under Section 265(b)(3) of the Code.

Issue Price: In order to enable the City to comply with certain requirements of the Code, as amended, the successful bidder will be required to provide a certificate as to the "issue price" of the Bonds. Each bidder, by submitting its bid, agrees to complete, execute and deliver such certificate, in form and substance satisfactory to Bond Counsel, by the date of delivery of the Bonds, if its bid is accepted by the City. It will be the responsibility of the successful bidder to institute such syndicate reporting requirements, to make such investigation or otherwise to ascertain the facts necessary to make such certification.

Legal Opinion and Closing Certificates: The unqualified approving opinion of Chapman and Cutler LLP covering the legality of the Bonds will be furnished to the successful bidder. An opinion of the City Attorney and closing certificates will also be furnished, dated as of the date of delivery of and payment for the Bonds, including a statement that there is no litigation pending or, to the knowledge of the signer thereof, threatened affecting the validity of the Bonds.

Disclosure Certificate: The closing papers will include a certificate executed by an officer of the City confirming to the successful bidder that, to the best of the knowledge of the signers thereof, and after reasonable investigation: (a) the Preliminary Official Statement (the *"Preliminary Official Statement"*) circulated with respect to the Bonds did not at the time of the acceptance of the bid contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and (b) the final Official Statement (the *"Official Statement"*) did not as of its date and does not at the time of the delivery of the Bonds contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided*, should the Official Statement be supplemented or amended subsequent to the date thereof, the foregoing confirmation as to the Official Statement shall relate to the Official Statement as so supplemented or amended.

Continuing Disclosure: The City covenants and agrees to enter into a written agreement or contract, constituting an undertaking (the *"Undertaking"*) to provide ongoing disclosure about the City for the benefit of the beneficial owners of the Bonds on or before the date of delivery of the Bonds as required under paragraph (b)(5) of Rule 15c2-12 (the *"Rule"*) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The Undertaking shall be as described in the Preliminary Official Statement, with such changes as may be agreed upon in writing by the successful bidder. The City has not failed to comply in all material respects with each and every Undertaking previously entered into by it pursuant to the Rule.

The successful bidder's obligation to purchase the Bonds shall be conditioned upon the City delivering the Undertaking on or before the date of delivery of the Bonds.

DELIVERY OF COPIES OF OFFICIAL STATEMENT: The City shall deliver to the successful bidder on such business day as directed in writing by the successful bidder, which is not earlier than the second business day or later than the seventh business day after the award of the Bonds as described under the caption "AWARD" above, copies of the Official Statement in sufficient quantity, as directed in writing by the successful bidder, to comply with paragraph (b)(4) of the Rule and the Rules of the Municipal Securities Rulemaking Board.

After the original issuance and delivery of the Bonds, if any event relating to or affecting the City shall occur as a result of which it is necessary in the opinion of counsel for the successful bidder to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a prospective purchaser, the City shall, for so long as the successful bidder is obligated by the Rule to deliver an Official Statement to prospective purchasers, forthwith prepare and furnish to the successful bidder such information with respect to itself as the successful bidder deems necessary to amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading, in the light of the circumstances existing at the time the Official Statement is delivered to a prospective purchaser.

FINANCIAL ADVISOR: The City has entered into an agreement with the Financial Advisor whereunder the Financial Advisor provides financial recommendations and guidance to the City with respect to preparation for sale of the Bonds, timing of sale, tax-exempt bond market conditions, costs of issuance and other factors related to the sale of the Bonds.

WAIVER OF CONFLICTS: By submitting a bid, any bidder makes the representation that it understands Bond Counsel represents the City in the Bond transaction and, if such bidder has retained Bond Counsel in an unrelated matter, such bidder represents that the signatory to the bid is duly authorized to, and does consent to and waive for and on behalf of such bidder any conflict of interest of Bond Counsel arising from any adverse position to the City in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Bond Counsel.

ADDITIONAL INFORMATION: For copies of this Official Notice of Bond Sale, the Preliminary Official Statement and information regarding the electronic bidding procedures and other related information, contact the Financial Advisor, Municipal Bond Consulting, Inc., 3375 South Page Circle, Salt Lake City, Utah 84109, telephone: (801) 486-2005, fax: (801) 486-2006, e-mail: dminer@mbc-ut.com. The Preliminary Official Statement (including the Official Notice of Bond Sale) is also available at www.i-dealprospectus.com.

DATED this _____ day of __________, 2009.

PARK CITY, UTAH

By ________________________________
Dana Williams
Mayor

[SEAL]

ATTEST:

By ________________________________
Janet M. Scott
City Recorder

EXHIBIT 3

NOTICE OF PUBLIC HEARING — PARK CITY, UTAH

PUBLIC NOTICE IS HEREBY GIVEN that on __________, __________, 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 general obligation 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.

PURPOSE FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS

The City intends to issue general obligation bonds for the purpose of (1) acquiring, improving and forever preserving park and recreational land, together with related historical or cultural improvements, to protect the conservation values thereof, remove existing unneeded man-made improvements, and make limited improvements for public access, parking and use (the *"Open Space Project"*), (2) acquiring, constructing, improving and modifying pathways, roads and related improvements for use by pedestrians and cyclists (the *"Walkability Project"*) and (3) paying the costs incurred in connection with the issuance and sale of the general obligation bonds. [As permitted by law, the Open Space Project need not lie within the limits of the City.]

MAXIMUM PRINCIPAL AMOUNT OF THE GENERAL OBLIGATION BONDS

The City intends to issue general obligation bonds in an amount not to exceed $11,500,000, ($4,000,000 to finance the Open Space Project, as authorized at a special bond election duly and lawfully called and held in the City on November 7, 2006 and $7,500,000 to finance the Walkability Project, as authorized at a special bond election duly and lawfully called and held in the City on November 6, 2007.)

THE TAXES, IF ANY, PROPOSED TO BE PLEDGED

The City proposes to pledge the full faith and credit of the City for the payment of its general obligation bonds and may be obligated to levy and collect ad valorem taxes without limitation as to rate or amount in order to pay the general obligation bonds, as provided by law.

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The City will hold and conduct a public hearing commencing at approximately 6:00 p.m. on __________, __________, 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 7th day of May, 2009.

PARK CITY, UTAH

[SEAL]

By ______________________________

Janet M. Scott
City Recorder

EXHIBIT 4

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of Sections 11-14-316 and 11-27-4, Utah Code Annotated 1953, as amended, that on May 5, 2009, the City Council (the *"Council"*) of Park City, Utah (the *"City"*), adopted a resolution (the *"Resolution"*) in which it authorized and approved the issuance of its general obligation bonds (the *"Bonds"*), in the aggregate principal amount of not to exceed Fifteen Million Dollars, to bear interest at a rate or rates of not to exceed six percent per annum, to mature over a period not to exceed sixteen years from their date or dates and to be sold at a discount from par, expressed as a percentage of the principal amount, of not to exceed one percent.

Pursuant to the Resolution, the Bonds are to be issued for the purpose of (A) acquiring, improving and forever preserving park and recreational land, together with related historical or cultural improvements, to protect the conservation values thereof, remove existing unneeded man-made improvements, and make limited improvements for public access, parking and use (the *"Open Space Project"*) [(as permitted by law, the Open Space Project need not lie within the limits of the City)], (B) acquiring, constructing, improving and modifying acquiring, constructing, improving and modifying pathways, roads and related improvements for use by pedestrians and cyclists (the *"Walkability Project"*) and (C) refunding, if economically desirable in the City's judgment, all or a portion of the City's outstanding General Obligation Bonds, Series 1999 (the *"Refunded Bonds"*). The aggregate principal amount of the Bonds, if any, issued for the purpose of refunding the Refunded Bonds may exceed the aggregate principal amount of the Refunded Bonds. The City reserves the right to issue Bonds for the purpose described in clauses (A) and (B), without issuing the Bonds for the purpose described in clause (C).

The Bonds are to be issued and sold by the City pursuant to the Resolution, including as part of the Resolution the draft of a final bond resolution that was before the City and attached to the Resolution in substantially final form at the time of the adoption of the Resolution. The Council is to adopt that final bond resolution in such form and with such changes thereto as the Council shall approve upon the adoption thereof, *provided* that the principal amount, interest rate or rates, maturity and discount, if any, will not exceed the respective maximums described above.

A copy of the Resolution (including the draft of the final bond resolution attached to the Resolution) is on file in the office of the City Recorder of the City, currently located at the Miners Hospital Building, 1354 Park Avenue, in Park City, Utah, where the Resolution may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. The Resolution shall be so available for inspection for a period of at least thirty 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 final bond resolution attached thereto) of the City or the Bonds authorized thereby or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of the Resolution, the Bonds or the provisions for their security or payment for any cause.

DATED this 7th day of May, 2009.

[SEAL]

PARK CITY, UTAH

By ______________________________

Janet M. Scott
City Recorder

City Council
Staff Report

Subject:	**Lease Agreement for Concessions**
Author:	**Jason Glidden**
Department:	**Recreation & Library**
Date:	**May 7th, 2009**
Type of Item:	**Administrative**

Summary Recommendations:
Authorize the City Manager to execute a Lease Agreement in a form approved by the City Attorneys Office with Pig Pen Saloon for the field's food and beverage concession at the Park City Sports Complex.

Topic/Description:
Food and beverage lease agreement for the fields at the Park City Sports Complex.

Background:
The field concession stand is used to service events on the fields at the Sports Complex. Two years ago, Pig Pen Saloon operated the concession stand for the Triple Crown softball tournament and donated a portion of the profits to local high school sports teams. Last year, Booster Juice operated the concession stand and serviced a number of summer events including Triple Crown Softball, Ski Town Shoot Out Lacrosse Tournament, Ragnar's Wasatch Back Relay, and the Extreme Soccer Tournament. Booster Juice operated this service under a lease with the Park City Ice Arena & Sports Complex. This lease was canceled in October 2009 due to failure to pay past rent.

Analysis:
Staff put out a Request for Proposal for this summer outdoor concession at the Sports Complex. This RFP was published in the Park Record for two weeks. The applicants were to address: rent, logistics for product storage and delivery, menu, and pricing. One proposal was received by the deadline. In an effort to have more than one proposal, staff extended the due date, but no other candidates submitted a proposal.

Two members of Ice Arena staff reviewed the proposal and interviewed the candidate. A recommendation to contract with the Kevin Mackaben representing the Pig Pen Saloon was made based on past experience in the food and beverage industry and familiarity with the Sports Complex.

The Pig Pen Saloon has been in operation at the base of the Park City Mountain Resort for ten years. In addition to owning and operating the Pig Pen Saloon, Mackaben owns and operates the Indian Creek Resort Restaurant/C-Store in Priest Lake, Idaho. Prior to these two operations, Mackaben was the Food & Beverage Manager for Ringling Brothers.

The term of the contract would be three years with both parties having the right to cancel the contract after 6 months with 60 days written notice. Compensation for use of the facility would be in the form of rent totaling $6,000 a year. This rent will be divided into three payments of $2,000 which will be due on the last day of June, July, and August.

Performance Indicators were inserted into the contract to be sure that there was a clear understanding between both parties on the operation schedule of the concessionaire along with specific consequences if rent payments were not made on time.

This contract would not include concession services within the Ice Arena but would include adding Pig Pen Saloon as a “preferred caterer” for the arena. In addition to the field concessions, Pig Pen would hold a beer license for the entire sports Complex which would allow for beer sales on the fields and inside the ice arena.

After Council direction last fall, staff contracted a vending business for food service in the ice arena that includes snack items and frozen meal options. This is working well and staff will continue to use vending moving forward plus three preferred caterers for events inside the arena.

Department Review:

The City Mangers Office, the Legal Department, and the Recreation – Library Department have reviewed this report.

Alternatives:

- **A. Approve:** Authorize the City Manager to execute a Lease Agreement in a form approved by the City Attorneys Office, with Pig Pen Saloon for the food and beverage concession at the Park City Sports Complex.
- **B. Deny:** This would require staff to post a new RFP
- **C. Modify:** Council may make recommendations to modify the lease agreement
- **D. Continue the Item:** Council could continue the item and direct staff to provide further information at a future date.
- **E. Do Nothing:** Council could choose to do nothing. This would result in a lack of clarity and direction.

Recommendation:

Authorize the City Manager to execute a Lease Agreement in a form approved by the City Attorneys Office, with Pig Pen Saloon for the food and beverage concession at the Park City Sports Complex.

FIELDS **CONCESSION AGREEMENT**
PARK CITY SPORTS COMPLEX

This Agreement is made and entered into as of this ___ day of _______, 2009, by and between **PARK CITY MUNICIPAL CORPORATION** (hereinafter "City") and The Pig Pen Saloon, a Utah Limited Liability Corporation ("Concessionaire").

WITNESSETH:

WHEREAS, the City owns an area known as Park City Ice Arena and Sports Complex [hereinafter "Sports Complex"] which is open and available to the residents and visitors of Park City for recreation; and,

WHEREAS, the Sports Complex has a field area; and,

WHEREAS, the City desires to have available at the Sports Complex Fields food and beverage refreshment available to the users of the Sports Complex Fields; and,

WHEREAS, Concessionaire desires to sell food and beverage refreshment at the Sports Complex Fields; and,

WHEREAS, Concessionaire agrees to conduct said food and beverage refreshment business in a professional manner pursuant to the terms and conditions herein set forth,

NOW, THEREFORE, in consideration of the covenants and agreements of the respective parties herein contained, the parties hereto do hereby agree as follows:

1. **Description of Field Concession**. During the term of the agreement, the Concessionaire will be granted the exclusive right, at the Fields Concession Stands and fields, to operate a food and beverage concession business, selling food and beverages products to patrons of said fields. All event organizers who choose sell or provide food and beverage at the Sports Complex Fields will have to work with the Concessionaire. If Concessionaire waives the right to sell food & beverage services for an event, any properly permitted food source may be used to provide food and beverage for an event with City approval. The City will have the right to provide food in vending machines at the fields concession area and has sole source of revenues produced from vending. The scope of service shall be as specified in the proposal attached hereto as Exhibit A unless otherwise specified herein.

2. **Term**. The term of this Agreement shall be from May 15, 2009 to September 30, 2011, with automatic renewal of the contract with the written approval from the Sports Complex and the Concessionaire.

3. **Rent – General Concessions**. Concessionaire agrees to pay the City as rent for the use of the premises a total of $6,000.00 per year.. This rent may be divided into three payments of $2,000 which will be due on the last day of June, July, and August. The rent shall be paid to the Park City Ice Arena and Sports Complex, P.O. Box 1480, Park City, UT 84060. Any payment not made within ten (10) days of due date shall automatically bear interest at the rate of eighteen (18) percent per annum from the date payment became due. Daily closings because of weather will not reduce this monthly rent.

4. **On-site Catering at the Park City Ice Arena**. Concessionaire is a "Preferred Caterer" for the Park City Ice Arena. All event organizers will be given the Park City Ice Arena's "Preferred Caterers" list and asked to use only the approved venders on the list for food services within the ice arena. The City will charge and keep a facility fee for all events to cover costs for, but not limited to additional staffing, cleaning and other maintenance overhead required for hosting an event or party. Concessionaire agrees to submit a copy of customer invoice from all parties and other events at the Park City Ice Arena. Any on-site catering will be charged a catering fee of 5% of total customer invoice.

5. **Accounting for On-Site Catering**. Concessionaire shall provide City with an accurate accounting of Concessionaire's operation on a monthly basis due the tenth day of each month to include the following information:

(A) The actual number and dates of events and parties catered by Concessionaire.

(B) A copy of all customer invoices charged..

6. On-site Alcohol sales at the Park City Ice Arena & Sports Complex. Concessionaire will have the exclusive right to obtain a license to sell alcoholic beverages at both the Park City Ice Arena and the Sports Complex. . Concessionaire may sell beer, provided that Concessionaire secures proper licenses and complies with all federal, state and municipal laws and ordinances. Sales or service of beer or any other alcoholic beverage is governed by Paragraph 22 below.

7. **Use of Concession Areas.** The Concessionaire will have exclusive use of the Field Concession area and fields. The Concessionaire has the right to allow or not allow an outside vendor to use this area to prepare and service food. In the Ice Arena there is one kitchen and three

point of sale stations which will be utilized by all "Preferred Caterers". The Concessionaire does not have control over the kitchen or the other three point of sale areas within the Ice Arena unless it is to service an event on the Sports Complex Fields. Events that take place inside the ice arena will be given priority of use of the kitchen area within the ice arena over events occurring on the fields.

8. **Payment of Taxes and Other Assessments**. Concessionaire shall pay all taxes and other assessments for its business during the term of this concession agreement. Concessionaire shall pay all sales or other taxes assessed on the operation of the concession business.

9. **Insurance and Indemnity**. The Concessionaire shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Concessionaire's defective 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 Concessionaire; and provided further, that nothing herein shall require the Concessionaire 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 Concessionaire expressly agrees that the indemnification provided herein constitutes the Concessionaire's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Concessionaire claims or recovers compensation from the City for a loss or injury that Concessionaire would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

Concessionaire agrees to maintain a comprehensive general liability insurance policy naming the City as an additional insured satisfactory to the City, protecting both the Concessionaire and the City against public liability, products liability and property damage. Concessionaire is required prior to the execution of this agreement, to furnish to the City a certificate of insurance certifying coverage in the following minimum amounts:

A. Public Liability

Each person - $2,000,000

Each occurrence - $3,000,000

This shall include but not be limited to products liability.

B. Property damage

Each Occurrence - $250,000

Said Certificate of Insurance shall name the City as an additional insured and shall provide that the City shall receive 30 days written notice of cancellation.

Concessionaire shall also carry and provide proof to the City of payment of Workman's Compensation premiums for all employees.

10. **City Liable Only for Negligence and Intentional Acts**. Except where caused by City's negligence or intentional act, City shall not be liable for any failure of water supply, natural gas supply, or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms or disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains, or any subsurface area or from any part of the building or buildings or for an interference with light.

11. **Nondiscrimination**. Concessionaire agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex or handicap in its hiring practices, services or operation of its business hereunder.

12. **Waiver of Covenants**. It is agreed that the waiver of any of the covenants of this concession agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provisions herein contained.

13. **Performance Critera**. The Concessionaire will have the right to be open for business to the public anytime at the Sports Complex Fields. It is expected that the Concessionaire be open for operations for all special events that take place at the Sports Complex Fields. Special Events are defined as an occurrence that draws spectators that is not scheduled on a regular basis. A special event calendar is provided in Exhibit B "Special Event Calendar" In addition to operations expectations, the Sports Complex requires that all rent be paid on time. (Refer to schedule outlined in Section 3 Rent – General Concessions) If rent is not paid within 30 days of due date the Sports Complex has the right to cancel the contract without 60 days notice.

14. **Type of Operation**. Concessionaire agrees to maintain and operate the concession in a first-class manner and will keep the premises in a safe, clean, orderly and inviting condition at all times. The concession is to be operated as a convenience to the Sports Complex Field patrons, therefore all food, drinks, beverages, confections and other items sold or kept for sale under the concession will be of high quality. All food and merchandise kept for sale will be subject to inspection by the City. The service will be prompt, sanitary, courteous and efficient.

15. **Concessionaire's Employees**. During hours of operation, the Concessionaire will agree to retain an active, qualified, competent and experienced employee at the concession to supervise the concession operations. The Concessionaire agrees to be an Equal Opportunity Employer and will hire qualified employees without regard to religion, creed, color, sex, age, national origin or handicap status. The employee must be authorized to represent and act in behalf of the Concessionaire.

The Concessionaire's employees will be clean, courteous, efficient, and neat in appearance. The Concessionaire will not continue to employ any person or person, in or about the premises who shall use improper language or act in a loud, boisterous or otherwise improper manner.

16. **Laws, Ordinances, Etc**. The Concessionaire will obey all the laws, ordinances, regulations, and rules of the federal, state, county and municipal governments which may be applicable to its operations. The Concessionaire will further agree to follow recommendations of the County Board of Health.

17. **Garbage Disposal**. The Concessionaire will provide and use suitable covered receptacles for all garbage, trash, and other refuse on or in connection with the concession. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner, on or about the Sports Complex or surrounding premises, will not be permitted and must be removed daily to designated dumpster provided by either Ice Arena or event promoter.

18. **Political Activity Prohibited.** None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

19. **Improvements.** Concessionaire is responsible for the costs for any initial improvements to the facility space including but not limited to equipment, paint, signage or special flooring.

20. **Termination.** Either party may terminate this Agreement with 60 day written notice to the other for any reason. However, notice may not be given before six months from the execution of this Agreement unless Concessionaire is behind in rent payment by more than 30 days. (Refer to Section 13 Performance Indicators) If the Sports Complex terminate the contract without a breech in the contract by the Concessionaire, than the Sports Complex would be required to buy back all Concessionaires investments including equipment, and inventory.

21. **Quality, Price and Product Control**. The Concessionaire will serve and dispense high quality foods and products.

22. **Alcoholic Beverages**. Concessionaire must comply with all federal, state and municipal laws and ordinances relating to alcoholic beverages, beer or liquor. Prior to any beer, wine or liquor sales, Concessionaire must obtain the appropriate Park City license(s) and provide proof of the required Dramshop coverage. All alcohol consumed at the Sports Complex will be sold by the Concessionaire. During skating events, those purchasing alcoholic beverages will be given a wrist band that the City will use to determine whether or not an individual is capable to skate.

23. **Party at Fault**. In the event either party shall enforce the terms of this concession by suit or otherwise, the party found to be at fault by a court of competent jurisdiction shall pay the costs and expenses of the prevailing party, including reasonable attorney's fees.

24. **Failure to Perform Covenant**. Any failure on the part of either party to this concession to perform any obligation hereunder and any delay in doing an act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or act of God, or any similar cause beyond the control of the parties so failing to perform.

25. **No Assignment Without Prior Consent**. The covenants and agreements contained within this license shall apply to the benefit of and be binding upon the parties hereto and shall not be assigned without the prior written consent of the City and the Concessionaire, which consent shall not be unreasonably withheld.

26. **Time**. Time is of the essence of this concession and every term, covenant, and condition herein contained.

27. **Paragraph Headings**. The paragraph headings as to the contents of particular paragraphs herein are inset only for convenience and are in no way to be construed as part of such paragraphs or as a limitation in the scope of the particular paragraph to which they refer.

28. **Notices**. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing by United States mail, postage prepaid and registered and addressed to the below-listed address of the party or to such other address as the parties may from time to time designate in writing.

Park City Municipal Corp. City Attorney P O Box 1480 Park City UT 84060	The Pig Pen Saloon 1415 Lowell Ave. Park City, UT 84060

29. **Independent Contractor Relationship**.

A. The parties intend that an independent Concessionaire/City relationship will be created by this Agreement. No agent, employee, or representative of the Concessionaire shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Concessionaire are not entitled to any of the benefits the City provides for its employees. The Concessionaire will be solely and entirely responsible for its acts and for the acts of its agents, employees, or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the Concessionaire is an independent contractor with the authority to control and direct the performance of the details of the Concession, however, the service and products contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory fulfillment thereof.

30 **Prohibited Interest**. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

31. **Severability**.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States or any state thereof to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

32. **Entire Agreement**. This Agreement constitutes the entire and only agreement between the parties with respect to this concession and it cannot be altered except by written instrument, signed by both parties. Licenses and permits from the City must be applied for separately from this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above-written.

PARK CITY MUNICIPAL CORPORATION

____
Dana Williams, Mayor

Attest:

____
Janet Scott, City Recorder

Approved as to form:

____
Polly Samuels McLean, Assistant City Attorney

Pig Pen Saloon

____
Kevin Mackaben, Owner
1415 Lowell Ave.
Park City, UT 84060

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this day of , 2009, before me, the undersigned notary public, personally appeared ___________________, personally known to me/proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same.

____
Notary Public
My commission expires:

I:\Contracts\ConcessionAgreement Pig Pen Saloon 4 09

EXHIBIT A
SCOPE OF SERVICES

1. Description of Food and Beverage service:

   a. The Concessionaire shall perform the food and beverage concession for Park City Sports Complex Fields. The Concessionaire shall provide food and beverage to the Sports Complex Fields patrons, on Sports Complex Fields property. Concessionaire shall design a menu to include both food & beverage. The menu should include a variety of hot and cold food items. Foods items with greater nutritional value are preferred.

   b. Concessionaire warrants that all equipment used during its performance of this agreement is reliable and serviced to avoid major breakdowns. If the Concessionaire chooses to use the existing equipment in the concession area, he/she will be responsible to keep said equipment in good working order. A list of equipment owned by the City and owned by the concessionaire will be determined and placed as an addendum to this contract before the Concessionaire opens for business.

   c. The Concessionaire shall be in close communication with Sports Complex general manager or her designee to ensure quality service. Concessionaire shall be in close communication with Sports Complex general manager or her designee in regards to seasonal hours of operation.

   d. The Concessionaire can use suppliers picked at their discretion with exception to beverage supplier. Swire Distributing must be used when purchasing any non-alcoholic beverages. If Swire does not have a competitive product in the same beverage category, than the Concessionaire may use supplier of their choice. Only non-alcoholic beverage approved by Swire may be sold. Prices can be set by Concessionaire.

   e. All vending equipment may turned off during events if so requested by Concessionaire, and if not product inside the machines are in danger of being damaged or spoil.

EXHIBIT B
SPECIAL EVENT CALENDAR
SPORTS COMPLEX FIELDS

June 20th	Ragnar Wasatch Back Relay - Fields
July 6-24th	Triple Crown Softball Tournament - Fields
July 25th, 29th	MLS All-Star Practice Sessions
July 30th-August 1st	Extreme Soccer Tournament - Fields
August 4th—8th	Triple Crown Softball
August 30th—Sept 7th	U.S. Men’s National Soccer Team Training - Fields
October 10th	Fall Family Fest—Ice Arena
February 6th	Pedigree International Staged Stop Sled Dog Race - Fields

City Council Staff Report

Subject: Park City Web Site Redesign
Author: Scott W. Robertson
Department: IT
Date: 4-30-09
Type of Item: Administrative

Summary Recommendations:
Authorize City Manager to enter into a professional services contract and purchase software from Vision Internet in the amount of $36,729 for the redesign and implementation of www.parkcity.org.

Topic/Description:
Purchase of web design services and software.

Background:
The redesign of the www.parkcity.org web site is outlined in Council Goal #7. The City web site was developed six years ago. Industry standards recommend a major redesign of web sites every four to five years to ensure updated technical capability and content relevance.

Over the past year City Staff, including IT, Emergency Management, Sustainability, and Human Resources have met to identify communication needs, to research best practices and new technologies, and to network with other local government agencies. Several web site issues were identified:

- Outreach to full and part-time residents, businesses, and guests
- Emergency management communications
- Media communications/relationships

Staff committed a significant effort to analyzing the existing site, to researching other communities' web sites, to meeting with other communities about their experiences in launching a new site, and to communicating with vendors regarding time, cost, and possible courses of action. In addition, an internal working group (with representation from departments throughout the City) participated in assessing the current site.

The new web site and its associated technologies will provide critical emergency communications, easier access to City services, and improved navigation. The site will incorporate current technologies and its platform will adapt to future technological advances. The redesign of the site will also comply with new ADA requirements. The redesigned site will provide enhanced and easier content management for City Staff and will reduce the amount of time required for updating the site. In summary, the proposed web site will be a more effective and accessible public communication tool.

Staff has conducted an RFP process for professional services to complete this project. Twelve proposals were received. Vision Internet was selected based on their extensive municipal government experience and their proposed cost of services. Funds have been budgeted in this fiscal year.

Vendor	Project Approach 15%	Under-standing of Project 20%	Experience 20%	Cost 10%	Local Vendor 10%	Tech-nology 25%	Total Weight Score
CivicPlus	8	7	9	6	2	9	745
QScend	6	6	8	7	2	7	635
Flashpoint	8	7	5	7	10	5	655
eGov	7	7	9	7	2	9	740
Conversation	6	5	2	5	2	5	425
DTS	7	7	7	8	2	7	660
Virtual Atlantic	8	8	7	8	2	6	670
Vision Internet	8	7	9	6	2	9	745
Zinsk	6	5	6	6	2	7	565
Intelligaia	3	3	2	5	1	6	355
Weston Mason	6	6	3	4	2	5	455
Ektron*	0	0	0	0	0	0	0

* eliminated for non-compliance
Proposals ranged in price from $21,160 to $57,750.

Analysis:
Short-term impacts of this project include adjustments in personnel duties, training, and revisions to existing policies and procedures.

A redesign of the web site is the most cost-effective and efficient approach to updating the site because of the emergence of new technologies, combined with the structural limitations of the existing site, such as content placement and management. This will significantly improve communications and services to our customers in a clear and concise manner, reduce transaction costs, and streamline business operations.

The new web site will be easier to navigate and have interactive components such as: a functional Calendar, Survey Tool and e-Notification. The site will include a user friendly content management system that will enable employees to edit department pages more efficiently.

Upon City Council's approval the Vision Internet will proceed with the Vision Stage of the web site. This stage is expected to last 2-4 weeks. An additional five stages will be implemented over another 13 to 20 weeks. Once the web site is implemented, it will be monitored for an additional three months.

Department Review:
Report reviewed by IT, Executive, Sustainability, HR, and Legal departments.

Alternatives:

A. **Approve:** Authorize City Manager to approve purchase in the amount of $36,729. Authorize City Manager to enter into a professional services contract and purchase software from Vision Internet in the amount of $36,729 for the redesign and implementation of www.parkcity.org.

B. **Deny:** The existing web site will remain unchanged.

C. **Continue the Item:** The existing web site will remain unchanged.

D. **Do Nothing:** The existing web site will remain unchanged.

Significant Impacts:
Long-term impacts include ongoing maintenance and software updates of approximately $5,000 with nominal change to staffing workload.

Consequences of not taking the recommended action:
Should Council defer the redesign, the existing web site will remain unchanged. The current bid is quite competitive and would likely increase if this project is deferred and re-bid at a later date.

Recommendation:
Authorize the purchase of services and software for the redesign of www.parkcity.org.

PARK CITY MUNICIPAL CORPORATION MINOR SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this _____ day of _______, 2009, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and VISION INTERNET PROVIDERS, INC., a California corporation ("Service Provider").

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the service provided exposes the City to minimal insurance risk; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). Fees shall be calculated pursuant to the Fee Schedule, attached hereto and incorporated herein as "Exhibit B". The total fee shall not exceed **Thirty Seven Thousand Dollars ($37,000.00)**.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on November 30, 2009, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

A. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

B. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement as subsequently agreed to by both parties in writing.

C. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. City agrees to pay Service Provider as follows:

(i) An initial payment equal to 20% of the total cost;
(ii) A payment equal to 20% of the total cost upon City approval of the site map;
(iii) A payment equal to 20% of the total cost upon City approval of homepage design comp;
(iv) A payment equal to 20% of the total cost upon implementation of the Vision Content Management Tool on a Service Provider’s server;
(v) A payment equal to 20% of the total cost upon completion of the website and City approval.

4. REPORTS AND INSPECTIONS.

A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.

B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider’s activities, which relate directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

B. Service Provider does hereby remise, release, forever discharge and covenant not to sue PARK CITY MUNICIPAL CORPORATION, its agents, servants, employees, officers, successors and assigns, and/or heirs, executors and administrators, and also any and all other persons, associations and corporations, whether herein named or referred to or not, and who, together with the above named, may be jointly and severally liable to the Service Provider, of and from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN bodily and personal injuries or death, damage to property, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by the Service Provider or by any and all other persons, associations and corporations, whether herein named or referred to or not, from all liability arising out of, in connection with, or incident to the execution of this Agreement

C. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The City agrees to waive insurance requirement upon Service Provider's agreement to hold the City harmless pursuant to Paragraph 7 (B) above. Service Provider hereby acknowledges that their insurance policy is the primary coverage.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents ("Work Product"), if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

Notwithstanding anything to the contrary herein, Work Product shall not include the Vision Internet Content Management Tool (also known as the Vision Content Management Tool, VCMT, VCMS and the Vision Content Management System), dynamic components, interactive components (collectively, the "Service Provider's Proprietary Tools"), and other materials or components reasonably designated by Service Provider, or any portion thereof, which: (a) have been previously made available to the public or which is made available to third parties by City hereafter (except through ordinary interface with or use of City's Website by members of the public), and/or (b) which was already in Service Provider's possession prior to services performed under this Agreement ("Service Provider's Proprietary Information"). Service Provider shall retain all right, title, and interest in all of Service Provider's Proprietary Tools and Service Provider's Proprietary Information; however, upon payment in full, Service Provider hereby grants to City a perpetual, non-exclusive, royalty free license to use for its own use any of Service Provider's Proprietary Tools and Service Provider's Proprietary Information that is embedded in the Work Product.

10. <u>COMPLIANCE WITH LAWS</u>.

A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

11. <u>NONDISCRIMINATION</u>.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Service Provider 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 Service Provider 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 Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. The Service Provider 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 Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. <u>ASSIGNMENTS/SUBCONTRACTING</u>.

A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

13. <u>CHANGES</u>.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. <u>MAINTENANCE AND INSPECTION OF RECORDS</u>.

A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. <u>POLITICAL ACTIVITY PROHIBITED</u>.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. <u>PROHIBITED INTEREST</u>.

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

18. TERMINATION.

A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.

B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within ten (10) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

19. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

20. ATTORNEYS FEES AND COSTS.

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.

21. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered with the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

22. SEVERABILITY.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision, which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

23. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

24. ADDITIONAL TERMS AND CONDITIONS

A. Service Provider shall provide at no charge, monthly website maintenance and updates ("Maintenance") for up to five hours each month for a period of three months commencing on the date of the website launch. Maintenance beyond five hours per month in the first three months is optional. Optional services and maintenance after the first three months are considered Extra Work as described in Paragraph 24 (B).

B. Additional services not covered in this Agreement and extra hours will be presented to City for approval prior to commencement of work ("Extra Work"). Extra Work will be billed at Service Provider's prevailing hourly rates, which are currently as follows: HTML Programming, Content Migration, $85/hr; Graphic Production $95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, $105/hr; Consulting, Project Management, Database Design, Dynamic Programming, $135/hr; Graphic Design, Training, $125/hr; Straight flatbed scanning will be billed at $10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. City shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable.

C. City shall supply all information to Service Provider in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork and preexisting graphics.

D. City understands and agrees that Service Provider will develop website frontend to be compatible with Internet Explorer 6.0, 7.0 and 8.0 and Firefox 2.0 and 3.0. Website backend will be compatible with Internet Explorer 6.0 and 7.0. Website may not be compatible with previous or future versions. Website will be optimized for 800 x 600 pixels resolution or above. City understands and agrees that the website will be developed with Hypertext Markup Language ("HTML"), JavaScript, and Microsoft ASP.NET ("MS-ASP") interfaced with a database created in Microsoft SQL Server 2005 ("MS-SQL"). City understands and agrees that the website is developed to run on a Microsoft Windows 2003 Server ("MS-Server"). City is responsible for the costs of all software licensing.

City understands and agrees that the website frontend will be designed to be compliant with Section 508 guidelines on accessibility. Content migrated into the website by Service Provider will also be compliant. Compliance standards will be verified via Watchfire's Bobby™ software prior to Completion. City understands and agrees that website backend and third party tools may not be Section 508 compliant.

E. Limited Warranty: Service Provider does warrant that all of the deliverables included in this Agreement will be conveyed to City. All programming code developed by Service Provider within the project is warranted for a period of twelve (12) months from the date of the completion of the website ("Completion"). Service Provider will create a back up of the website on the date of Completion. If any warranted problem arises while City or its designee is maintaining the website, Service Provider will restore the website back to its condition as it existed at Completion. If Service Provider is maintaining and hosting the website, Service Provider shall restore the website back to its condition as it existed at the day of the most recent backup. Service Provider shall only be responsible for any costs associated with correcting any unmodified programming code during this twelve (12) month period following the Completion.

Except as expressly set forth in the immediately preceding paragraph, SERVICE PROVIDER MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THIS SERVICE FOR A PARTICULAR PURPOSE WHATSOEVER.   In no event, at any time, shall the aggregate liability of Service Provider exceed the amount of fees paid by City to Service Provider and Service Provider shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused.

F. Service Provider does not warrant any results from the use of any web pages created under this Agreement, including but not limited to, the number of page or site visitations, download speed, database performance, or the number of hits or impressions.

G. Although Service Provider may offer an opinion about possible results regarding the subject matter of this Agreement, Service Provider cannot guarantee any particular result. City acknowledges that Service Provider has made no promises about the outcome and that any opinion offered by Service Provider in the future will not constitute a guarantee.

H. Service Provider may use any web pages developed for the City in any of its own promotional materials as examples of its work with written permission by the City each time Service Provider uses the City’s pages. City agrees that Service Provider may place in the website footer unobtrusive text reading "Developed by Vision Internet" or the equivalent.

I. Each Party warrants that it holds all rights necessary to display all the images, data, information or other items being displayed at the City's web pages during the effective period of this Agreement. City expressly authorizes Service Provider to display and/or modify any City supplied images, data, information and other items in connection with the services provided herein.

J. City agrees to use the website in strict accordance with, but not limited to, all local, state, and federal laws. City hereby agrees that any text, data, graphics, or any other material published by City on its website is free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscenity or libel.

K. Estimated times are included for convenience. However, the development stage will begin no later than August 15, 2009. However, the Parties agree to reasonably cooperate with one another in the construction and design of the website in a timely manner.

L. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement except as expressly stated herein.

M. It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties.

N. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Service Provider's receipt of an executed copy of this Agreement.

O. Force Majeure: Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within ten (10) days after occurrence of such cause or event.

P. In the case of any conflict between the Agreement, Proposal, and Exhibit A, the following order of priority shall be utilized: Agreement, Exhibit A, Proposal.

Q. With regard to web hosting, the Parties agree to the following: Service Provider is not providing hosting. At City's request, Service Provider will assist City with setting up the website. There will be no charge to City if Service Provider is given Microsoft Remote Desktop Access and FTP access to both MS-Server and MS-SQL. In the event that Service Provider is not given access to both MS-Server and MS-SQL, City will be charged the Technical Support hourly rate.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
Post Office Box 1480
Park City UT 84060-1480

Thomas B. Bakaly, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

VISION INTERNET PROVIDERS, INC
2530 Wilshire Blvd. 2nd Flr
Santa Monica, CA 90403
Tax ID#: 95-4560860

Steven Chapin, President
Name, Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of ________, 2009, personally appeared before me ___________, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he is the (title) ____ of ___________, and acknowledged that he/she signed it voluntarily for its stated purpose as _________________________ *(title)* for __________________________________, a _____ corporation.

____
Notary Public

ADDENDUM "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

Type of Work	Hourly Rate
Consulting, Project Management, Database Design, Dynamic Programming	$135
Graphic Design, Training,	$125
Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services	$105
Graphic Production	$95
HTML Programming, Content Migration	$85

SCOPE OF WORK

Following is the Scope of Work for the Park City Municipal Corporation's ("City") website to be performed by Vision Internet ("Contractor"). In this document the words "we," "us," and "ours" refer to Contractor. The word "you" refers to City.

Implementation of the website will include:

- **<u>Attractive Design</u>:** A website design that reflects the City, draws people in, and makes it immediately obvious that the website is the best place to get information and access resources.
- **<u>Intuitive Navigation</u>:** Information should be easy to find with the most important information accessible from the homepage to make it easier for website visitors.
- **<u>Content Management System</u>:** Contractor will implement the Vision Content Management System (VCMS) to facilitate management of content to non-technical staff throughout the City.
- **<u>Integrated Interactive Components</u>:** Interactive components should be implemented to make the website more engaging and useful for users by allowing them to quickly zero-in on the information most important to them.
- **<u>Integration of Third-Party Tools and Databases:</u>** Tools and databases should be used to enable citizens to access government services at anytime and from anywhere.

Each of these recommendations is discussed in more detail in the sections that follow.

Attractive Design

City will have a design that makes it stand out among cities on both a regional and national basis. The City's website will be inviting, easy to use, and will reflect your unique identity. This will be accomplished through the following design characteristics:

- <u>Creative design</u> that incorporates custom design elements and the most important information and keeps both easily accessible from the homepage.
- <u>Photos and collages</u> of recognizable landmarks, scenery of the City, and the local area.
- <u>Consistent look and feel</u> throughout the site to make it easier for website visitors to navigate the site and find information they need.
- <u>Use of Cascading Style Sheets</u> to ensure future consistency as well as separation of content and design. This makes it much easier to apply a new design theme in the future without the need to redevelop the underlying website.

City's Initials_____

Contractor's Initials_____

- Section 508 Compliant making it accessible to persons with disabilities.
- Easy to use drop down menus helping users to quickly understand navigation and locate information with the least amount of clicks.
- Breadcrumbs showing the user's current path to let them know exactly where they are on the website.

Intuitive Navigation

For your website, we recommend organizing information by department, topic, and/or target users. Contractor's approach allows users to find information in the variety of ways that are most important to them. This is because content is available through multiple "paths" making it simple for users to search the site regardless of their preferred method.

Content Management System

The City's website will utilize VCMS which was created in Microsoft ASP.NET and SQL Server. Upon final payment, Contractor will provide City with the source code for City's own use.

Administration Tools

VCMS provides you with a dynamic website where you have the ability to modify content on any page in the website through simple and easy to use administration screens. Additionally, you can add new pages and insert them into the navigation of the website. This allows you to continually grow your website over time, without ongoing maintenance fees.

VCMS includes a number of functions that make it extremely easy for your non-technical staff to manage website content. The most important include:

- Browser-Based Administration that allows for easy management of content by anyone who is familiar with surfing the Internet and using basic word processing programs. There is no need for your staff to know programming when updating content. This allows authorized staff members to update, delete, and create new pages based on a predefined template, and insert them into the website's navigation.
- WYSIWYG Text Editor that is based upon standard document creation tools that make it easy for your non-technical staff to edit and format text. With the WYSIWYG (What You See Is What You Get) editor, they can change font styles, colors, sizes, and formatting such as bold, italics, and underlining.
- Content Approval Cycle that allows staff persons to create content that passes through multiple levels of review and approval before going "live."
- Automatic Alt-Tags for images ensuring future Section 508 compliance.

City's Initials_____

Contractor's Initials_____

- Automatic Image Resizing to convert those large high-resolution photos from digital cameras into web-ready images.
- Undo, Redo, and Trashcan tools giving you the ability to recover from mistakes.
- Styles that can be applied to such elements as text, headers, and lists, thereby enabling you to create web pages with a consistent look.
- Paste Text from Microsoft Word to make it easier to add content to the website while stripping MS Word formatting and converting it to HTML.
- Spell Check to help you create content that is free of any embarrassing spelling errors.
- Search and Replace tool that replaces a word or phrase within the page.
- Secure Administration that offers password protection to content management functions. Our sophisticated tool allows you to grant management rights to specific users or groups of users. Administration rights can be granted to the entire site or restricted to specific areas or types of content (i.e. by department).
- Single-Source Web Publishing that permits administrators to update a single web page and reflect those changes on multiple pages throughout the site.
- Navigation Control that allows you to add new pages or move pages anywhere within the website.
- Page Linking that enables you to easily create links to any page in the website or to other websites.
- Email Address Masking which prevents spammers from getting the email addresses of your employees when crawling your site.
- Document Central that allows for the storage of a single version of each document in a central place and for them to be linked to virtually any page in the website.
- Image Library that stores a single version of each image in a central place and subsequently adds them to virtually any page in the website.
- Content Scheduling to save time and money. This allows all standard pages and specific predefined component content to be setup to publish ahead of time and be automatically removed or archived when it will no longer be relevant.
- Printable Pages that enable your website visitors to print out virtually any page on the website for reading offline.

Included Interactive Components

In addition to the creative design, effective navigation, and easy to use VCMS, we will provide the City with interactive components for managing special types of content.

The Interactive Components to be utilized are:

- Approval Cycle
- Calendar
- Design Themes
- Document Central
- Dynamic Homepage
- Dynamic Department Homepages
- e-Notification
- Form/Survey Tool
- Forward to a Friend
- Frequently Asked Questions
- Image Library
- Job Postings
- Multilingual Support (Free Google Link)
- News and Newsletter
- RFP Postings
- Site Search (Google AJAX)
- Sitemap Generator
- Staff Directory

Each of these interactive components is described in detail below.

Customization of the Vision Content Management System includes the frontend graphic design and layout as well as adding or subtracting fields for your specific needs.

Approval Cycle

For websites where content authorship and updates are distributed throughout an organization's departments, it is helpful to implement the Approval Cycle where content updates and changes do not go live on the website until one or more persons have approved them.

This allows you to segment the management of content by groups of users (such as departments), in addition to types of content as determined by the interactive components. It is extremely flexible allowing you to define as many workflows as you require with as many steps in the approval as you deem necessary. Most clients have one workflow per department with up to four or five steps in each.

Calendar

An interactive Calendar is a staple of local government websites and is an essential tool for your site's success. The Calendar can be used to improve attendance at your events and meetings by making it easier for users to find the types of events important to them. It can also be implemented in a user-friendly monthly or yearly format. To assist users further, the Calendar has filtering tools that allow them to find information by month, category, or even departments. This makes it quite easy to locate specific information.

Our Calendar contains a number of advanced functions including:

- Recurring events function
- HTML editing capabilities (including ability to include photos and links)
- Automatic archiving
- Integration with optional e-Notification
- Ability to create and assign filtering categories to events.
- Ability to restrict use of categories by specific staff.
- Ability to control which events to include on the homepage of the site.
- Ability to insert Calendar pages anywhere in the site navigation.
- Ability to apply different Calendar formats including standard monthly Calendar and a listing of events.
- Automatic RSS feed.

NOTE: With the e-Notification tool, calendar information may also be broadcast to subscribers via email.

Design Themes

The Design Themes tool allows you to give subsections of the website their own unique look and feel while providing overall navigational and page layout consistency for your website visitors. The navigational and page layout consistency will make navigating the site easier for your users; the structure will remain the same throughout the website. At the same time, however, by being able to apply different graphic designs and color schemes to different sections, you can incorporate distinct branding elements into a single website. To make it easy for your staff, they can simply select the design theme to be applied to the page from a list of available options that Vision Internet defines for the content management system. Included in this budget are three design themes; additional themes will be billed at our hourly rates.

Below are examples from the StopWaste.Org website. Different templates are used for promoting branding of individual programs. Templates include unique banner collages and color themes. Navigation remains consistent throughout the site.

Figure 1 The StopWaste.Org website incorporates different Design Theme templates to support branding of individual programs. From left to right: Bay Friendly program, Residents section of site, Green Building program.

Document Central

One of the main reasons people visit a local government website is to get information and download important documents and forms. With the Document Central, website visitors can easily find the information they need, and you can slash printing and distribution costs for all types of documents.

Based on our extensive experience in content management, we recommend a centralized location for all documents. This allows website visitors to browse for documents from a single, categorized location as well as to access information from individual pages within the website. Furthermore, it allows easier administrator management of files, thus preventing confusing links and ensuring there are not multiple versions of the same document throughout the site. To prevent broken links in the website, the Document Central prevents deletion of linked documents and provides a complete list of pages linking to the document to simplify website administration.

We recommend all documents be stored in Adobe Acrobat PDF format to enable everyone to view them, regardless of platform. However, you may upload most

City's Initials_____

Contractor's Initials_____

types of files including Microsoft Word, Excel, graphics files, and audio or video clips.

Dynamic Homepage

It is important on a city website to list the most current news, press releases, or events. This keeps the community informed while ensuring the website is fresh and timely. It also exposes website visitors to important information they may not necessarily be looking for.

A Dynamic Homepage automates this process for your staff by displaying the most recent information and automatically removing it when it is no longer relevant. It will save your staff time while guaranteeing that your homepage is up-to-date.

Please note that the Dynamic Homepage includes an emergency homepage notice. The notice would prominently cover the main area of the homepage so users would not miss it.

Dynamic Department Homepages

While the Dynamic Homepage would provide information for the City overall, the Dynamic Department Homepages would provide the same functionality for individual departments. The system will be implemented in a way that information could be posted on both the main homepage and a department homepage simultaneously without duplication of effort. We will also provide a graphical banner that can be used for any page on the site. Since we will provide you with the original design work, your staff will be able to create distinct banners for individual departments. As an option, we can provide more banners for an additional budget.

The screenshots below show the City of Manhattan Beach's homepage, which lists current events, and the Police Department's homepage, which automatically lists department specific news and which has its own distinct banner.

Figure 2 The City of Manhattan Beach's homepage automatically lists upcoming events.

News and events are automatically added to the homepage and the department homepage

Figure 3 Dynamic Dept. Homepages automatically lists a department's current news or events.

e-Notification

Increase communication, draw in more repeat users, and get important information out more quickly, using our email based e-Notification tool. Our tool provides a sign-up box allowing users to add their email addresses to receive important notices, and set their preferences for the e-Notifications they would like to receive. Each registration is verified via a confirmation email that the user must respond to in order to complete the registration process. This same mechanism allows each user to change preferences including opting out from subscription lists.

To better manage the e-Notification process, your staff can see how many subscribers there are for each category, plus edit subscriber information and export the subscriber database for use in other systems.

The best part about our e-Notification tool is that it also integrates with the Calendar and News and Newsletter components, giving you the ability to broadcast event and news content from your website to your subscribers. There is no need to recreate the content. This integrated approach enables your users to sign up for different types and categories of content on a single subscription page in order to have it delivered directly into their email box.

Form/Survey Tool

Interactive forms are the staple of an effective government website. They allow users to communicate and interact with their government at convenient times. Vision Internet's Form/Survey Tool can be used for asking questions, getting feedback, or submitting applications. Keep in mind that these online forms can be used for replicating most paper forms in the City, including service requests.

The Form/Survey Tool also provides you with the ability to easily create your own online surveys and track the results in real-time. In contrast to the traditional paper survey approach, online surveys are more convenient because they eliminate the time and expense of mailing back responses. Furthermore, you can display the results in several formats, including graphical representations. This allows your staff to aggregate the responses and view them in report format.

The tool supports fill in the blank, multiple choice, multiple select, and ranking type questions. It also has an export function so you can analyze the results using Excel or any other program capable of importing CSV files. This is a third party tool, so only graphic design may be customized and the Approval Cycle functionality is not available.

Forward to a Friend

What better way to build traffic to your website than through the Forward to a Friend component. In content rich websites like yours, people will often find

City's Initials_____

Contractor's Initials_____

information they want to share with others. With the Forward to a Friend component, you can flag individual pages as available for forwarding to a coworker, friend or colleague. Additionally, the interactive components will automatically have a button for forwarding to a friend. The simple form asks for both the sender and recipient's email addresses and, if they care to, allows comments to be sent with the page link. The recipient will receive a short email from their colleague directing them to a specific page on your website. This tool empowers your online visitors to share information from your website that they find particularly useful.

Frequently Asked Questions

Frequently Asked Questions (FAQ) are a website staple that visitors have come to expect. While traditional FAQs consist of long lists of questions that may overwhelm users, our component provides a simple and easy way for them to find the information they need. Website visitors are able to browse the list of questions (and answers) by categories you define. Multiple categories may be assigned to each question so that your visitors will be able to find answers based upon the category that best matches what they are looking for. Questions and their associated answers are submitted through a simple and centralized interface.

Image Library

The Image Library is a centralized place where all images used in the website are stored. This saves space because only a single version of each image is used on the entire site. This also provides greater control, as you can restrict the ability to add new images to specific staff members within your organization. Images remain archived when deleted to prevent accidental broken links within the website while the content management system tracks all pages using individual photos to make it easier for you to replace images in individual pages.

The Image Library also incorporates several tools that make managing images much easier. They include automatic scaling and sizing of photos to the maximum size recommended for your website plus automatic alt-tag insertion for images added to pages to ensure future Section 508 compliance.

Job Postings

Job Postings is one of the most popular types of content on local government websites. By posting jobs within the site, you are both attracting possible candidates and averting the flood of telephone inquiries about positions that do not exist. This, of course, keeps your administrative costs down.

Our Job Postings tool makes posting jobs a snap. Your HR staff simply fills out a form that can have any number of fields you define (such as position, department, salary, and benefits). Staff can schedule when postings go live on the website and when they expire, thus simplifying the process and reducing your administrative time and costs.

To make it easy for users, postings can include interactive tools for filtering available positions by category, type of position, posting date, and salary. As is normal for all our components, your staff is able to define the categories or classification of Job Postings.

Multilingual Support (Free Google Link)

For your project, we will place a link to the free Google translation website on the new City website.

News and Newsletter

By posting news on your site, you will improve communication with your target audiences. Our experience is that news can take many forms, including press releases, newsletters, feature stories, and “what’s new” content. With our News and Newsletter component, each of these types of news can be implemented onto a single section of the website or have their own separate area. To ensure usability for website visitors while providing simplicity for staff, news content is automatically moved to an archive section at a predefined interval after publishing. Website visitors can browse the archive by category and date range. Additionally, RSS feeds of the News and Newsletters are automatically available to website visitors.

NOTE: With the e-Notification tool, news information may also be broadcast to subscribers via email.

Site Search

Having Site Search on a government website provides your community with the ability to find specific content on the website. For your project, we will implement the free Google AJAX search API into your website.

Sitemap Generator

Some people prefer to navigate from a central sitemap where they are able to quickly see a snapshot of the overall website structure. Additionally, visually impaired people often use the sitemap as their principal source of navigation because it is much faster for their screen reader software to move through this than other navigation pages. The Sitemap Generator makes it easy for website visitors and staff alike by automatically generating a sitemap based upon the current site hierarchy. When a change is made to a page location on the website, it is automatically updated on the sitemap. This ensures up-to-the-minute accuracy, and is much easier than staff having to maintain a static sitemap.

City’s Initials_____

Contractor’s Initials_____

Staff Directory

It is often difficult for website visitors to find the correct person to contact in a government agency. However, the useful Staff Directory component greatly simplifies this search. It can list all staff persons, departments, even related agencies and partners, along with their contact information and description of their role or area of specialization. Your website users will love the convenience, simplicity, and accessibility; they can easily filter the list of staff based upon name, department, or other criteria determined to be important to them.

Additionally, your staff will be pleased that they can make their email addresses available to others without exposing their contact information to spammers. Our tool “masks” email addresses so that email-harvesting software used by spammers cannot automatically extract them from your website.

Integration of Third-Party Tools and Databases

Today, there are many advanced tools for such functions as:

- Class Registration
- Credit Card Transactions[1]
- e-Commerce
- GIS Mapping
- Park and Recreation Services
- Permitting
- Service Requests (CRM)
- Streaming Video[2]
- Others

VCMS can easily work with these tools, provided they are web-enabled. Most of these types of tools can be given the same look and feel as your main website via modifications to the presentation template. For your project, we will provide you with an HTML template that vendors of these third-party tools can use. We will also integrate links to these third-party tools into the overall website navigation. There are many examples of where we have used this approach, including the Cities of College Station, TX; Diamond Bar, CA; Citrus Heights, CA; and many others.

Additionally, we are able to create web-interfaces for your third-party databases. Examples of previous projects where we have done this include displaying tax records that were exported from a main frame for Vanderburgh County, IN; displaying crime statistics from California State databases for the City of Citrus Heights, CA; displaying travel options from various databases for several airlines including United; and displaying staff and student contact information from school databases for the UCLA School of Law.

These are just a few examples of our extensive experience working with third-party databases and systems. While interfaces to third-party systems are not included within the budget, they are available for an additional fee. We can provide a firm quote for interfaces after analyzing the databases and requirements during the consulting phase of your project.

---

[1] Our standard online payment service is Authorize.Net. Integration of other services may result in additional fees.

[2] Please note that we are partners with Granicus, who have provided streaming video services for many of our government clients.

City's Initials_____

Contractor's Initials_____

THE VISION PROCESS

Contractor's process consists of six stages. In each, there are formal review and approval points to give you full control of the project and ensure the final website meets your expectations. This process is explained in the sections below.

Stage 1: Vision Stage

In the Vision Stage, we work with you to create the vision for your website now and for the future. The Vision Stage places heavy emphasis on the objectives of the website and how it supports your overall organizational goals.

To create the vision, we will:

- Prepare and tabulate surveys of key decision makers. The survey will focus on goals and objectives, what is good and bad about your current site, examples of sites you like, and many other topics.
- Review your existing website and the websites of other cities.
- Study examples of other websites you like.
- Hold a remote brainstorming session with your web team.
- Collect all content and materials for the new website.

The heart of this stage of the project is the brainstorming sessions where we discuss your current website, the results of surveys, the needs of users and staff, and possible approaches for the future. This serves to gain insights and create general support for the project. We will also discuss operational considerations for once the website launches. This operational discussion will be a two-way dialog where you provide us information about the operational needs of the City and we share with you our experience and knowledge based upon the best practices we have discovered over the years.

Stage 2: Concept Stage

In the Concept Stage, we will create the blueprint for realizing the vision. To do this, we will develop the site infrastructure that includes:

- Creation of a navigation strategy that supports easy access to information.
- Categorization of pages according to the navigation strategy.
- Creation of a conceptual sitemap. The navigation or information architecture will take into account your current needs plus allow for future expansion and growth.
- Recommendation of interactive components to support easy navigation through special types of content, such as events and news.
- Drafting of a homepage layout wireframe that shows the placement of key information and dynamic content.

The Concept Stage will end with your approval of the sitemap and homepage layout wireframe.

Stage 3: Design Stage

In this stage, our creative team will continue with the creative graphic design for your homepage, based on the approved homepage layout wireframe. Our creative ability and expertise will allow us to develop compelling graphic design to make your website look great, while maintaining its usability. We will work very closely with your staff to establish a look and feel for the website that reflects your unique identity.

Website/Graphic Design will include:

- Up to three homepage design concepts to establish direction.
- Design of custom icons, buttons, screen elements, and backgrounds, if desired.
- Efficient and streamlined navigation and site architecture.
- Optimization for speed.
- Section 508 Accessibility Compliance.
- Consistent graphics, structure, and navigation design.

Towards the end of this stage, we will present final homepage design concepts for your approval. You will select one for implementation in the new website.

Stage 4: Development Stage

This stage includes the interior page design and programming the website according to the approved specifications and creative design. Programming will include the implementation of the content management system and development of the interactive components. Our creative team will give direction for the sub-level page design. Though we do not create content as part of our services, we do include in the scope of your project the migration of up to 200 pages into the new website.

Stage 5: Quality Assurance, Documentation, and Training Stage

While quality assurance is an integral part of every stage of the project, in the Quality Assurance Stage we do extensive testing and reviewing of the website code. We will thoroughly follow an exhaustive checklist of all pages and functions created during the development stage. We recommend that you have a staff representative participate in this process to verify the site fulfills the expectations for the project.

Within this stage, we will also provide a one day training consisting of a session for each department's content author in addition to an overall system administrator. For content authors, we will train them on how to create and

City's Initials_____

Contractor's Initials_____

update content using the content management system and for the administrator, we will instruct him/her on managing security, system configuration, and other advanced topics. A custom training manual and reference is provided for updating the website. The manual incorporates screenshots from your website, making it easy for staff to understand and use.

Stage 6: Launch Stage

In the Launch Stage, the website is moved to the production server. In the event that Contractor is not hosting the website, the City will be responsible for setting up a Windows Server running IIS and MS SQL Server. We will install other necessary software specified by Contractor, make necessary configuration changes, and transfer the code and content[3]. We again go through the final quality assurance process, ensuring the site transfers correctly. After you approve that the website is ready to launch, the website will be made available to the public. We will continue to monitor the website over the next three months to make sure that the entire site is functioning properly.

[3] The City will need to provide remote access to the server during the setup and configuration of the website, or be prepared to perform the setup under the direction of Contractor's technical staff. In this case, additional fees may apply.

City's Initials_____

Contractor's Initials_____

Project Schedule

The table below shows our recommended development and launch schedule along with a list of key deliverables/milestones.

Implementation Step	Avg. Duration
Vision Stage ❑ Stakeholder surveys ❑ Brainstorming session	2 – 4 Weeks
Concept Stage ❑ Conceptualized sitemap ❑ Homepage layout wireframe	2 – 4 Weeks
Design Stage ❑ Up to three homepage design comprehensives ❑ Custom icons, buttons, screen elements and backgrounds ❑ Complete navigation design	3 – 4 Weeks
Development Stage ❑ Programming of the website ❑ Migration of up to 200 pages of content	4 – 9 Weeks
Quality Assurance and Documentation Stage ❑ Completed website ❑ Customized training manual ❑ Onsite training	2 – 3 Weeks
Soft Launch & Final Launch ❑ Move website to production server ❑ Continued final testing ❑ Website goes live	2 Weeks
Total estimated time to launch	**15 – 26 Weeks**

** The schedule may vary largely depending on optional components and participant decision times.*

City's Initials_____

Contractor's Initials_____

City Council Staff Report

Subject: Wasatch Wellness Fair
Author: Max J. Paap
Department: Sustainability
Date: May 7, 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 Wasatch Wellness Fair, as conditioned, on May 30, 2009 to be held at South City Park.

Description:
Topic:
Review the Master Festival License Application, submitted by Brett Adams for the Wasatch Wellness Fair at South City Park on May 30, 2009.

Background:
Brett Adams submitted an application requesting a Master Festival License to hold a wellness fair event in South City Park. The event is a gathering in City Park to celebrate the alternative wellness and fitness communities along the Wasatch Front and Back. This one day event would look very similar to the Children's Fair that takes place in South City Park on an annual basis. The organizer expects that the vendors will create an atmosphere including displays, booths, and demonstrations for the attendees to enjoy and participate. Anticipated attendance will include roughly 40 vendors/participants; and 300 spectators throughout the day. The space would be programmed from 10:00 am to 6:00 pm on Saturday, May 30, 2009. The organizer has met on-site with Special Events staff to go over any logistical challenges or other issues.

The Wasatch Wellness Fair 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.

Analysis:
<u>Wellness Fair</u>
The event organizers have requested to hold their event on Saturday, May 30, 2009. They would begin to take over South City Park at 8:00 am to facilitate the build out of the display/demonstration area on the green space between the BBQ area and the pavilion. The event is scheduled to begin at 10:00 am and run until 6:00 pm, with time allowed for clean-up until 8:00 pm. The pavilion would serve as a demonstration/stage area for the vendors. The organizer has indicated that there will be a few small

canopies placed in the park. At the time of this report, the programming at the pavilion may include a solo act playing soft music, and an occasional presentation using a single amplified speaker. Some of the groups that will have a presence at the event include yoga, belly dancing, community supported agriculture, cleansing, detox, and Reiki. The organizer expects to draw in some additional groups as his media plan is rolled out.

Parking
Parking for the anticipated crowd can be accommodated with the public parking in City Park, the Mahwhinney lot and street parking along Park Avenue. PCMC Transit would also be an option for spectators.

This application is being reviewed as a Master Festival License due to the request to have amplified sound and possible music, and use of City property. The applicant has indicated the amplified music/sound would take place only between the hours of 10:00 am and 6:00 pm in South City Park and be oriented towards Deer Valley Drive.

Department Review:
All applicable departments have reviewed the application for the Wasatch Wellness Fair and their comments have been incorporated into the report.

Alternatives:
Approve the Request:
Approve the Master Festival License allowing the Wasatch Wellness Fair as described.
Deny the Request:
Deny the Master Festival License, preventing the addition of the Wasatch Wellness Fair 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 Wasatch Wellness Fair. The activities will be contained within the venue and will conclude by 6:00 pm.

Consequences of not taking the recommended action:
The Wasatch Wellness Fair would not take place.

RECOMMENDATION:
Staff recommends the City Council conduct a public hearing and approve a Master Festival for the Wasatch Wellness Fair on May 30, 2009 based on the following Findings of Fact, Conclusions of Law and Conditions of Approval.

Findings of Fact:
1. The Wasatch Wellness Fair will be held on Saturday, May 30, 2009. The event will last from 10:00 am to 6:00 pm and will occur at South City Park.
2. Parking for the anticipated crowd of 340 people can be accommodated within the existing public parking lots in and around the venues. The conduct of the Wasatch Wellness Fair 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 the 2009 Wasatch Wellness Fair 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 South City Park. 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 May 30, 2009. The Wasatch Wellness Fair 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/sound may begin at 10:00 am and at least cease by 6:00 pm on Saturday, May 30, 2009 in South City Park.
4. The applicant will work with City Staff to orient the music/demonstration 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.

5. All plans for tents, fireworks, stages and other temporary structures shall be submitted to the Building Department for review and permitting by May 22, 2009.

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

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	Brett Adams	
STREET ADDRESS	PO Box 3681, 1111 Lowell Ave.	
CITY, STATE, ZIP CODE	Park City, UT 84060	
DAY PHONE	435-901-2643	
FAX PHONE		
E-MAIL ADDRESS	badamsutah@gmail.com	
SPONSORING ORGANIZATION	WWF- Wasatch Wellness Fair	
Contact Person "ON SITE" Day of Event	Name: Brett Adams	Cell Number: 435-901-2643

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:	Wasatch Wellness Fair	
FIRST TIME OR ANNUAL EVENT (IF ANNUAL, HOW MANY YEARS?)	1st Time	
EVENT DATE (S)	May 30, 2009	
EVENT HOURS	START: 10A	END: 6P
SET-UP	DATE: May 30	TIME: 8A
BREAK DOWN	DATE: May 30	TIME: 6P

ATTENDANCE	PARTICIPANTS: 40	SPECTATORS: 300	TOTAL: 340
LOCATION	City Park (Southend)		

OVERALL EVENT DESCRIPTION (Briefly explain event and activities):
A gathering in the park to celebrate the alternative wellness & fitness communities along the Wasatch Front. It will include, but not be limited to, representatives from the World of yoga, belly dancing, community supported agriculture, cleansing & detox, reiki, etc. We envision the creation & use of displays, booths & demonstrations.

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:		
PSAs on KPCW, on PC Television, in the Park Record, flyers, word of mouth as well as public radio & the alternative press in SLC. We also plan on working w/ established groups like the Park Silly Market....		

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)	Brett Adams
Signature ***(if electronic signature is available)***	**Date:** March 5, 2009

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: **505 Woodside Avenue Subdivision**
Author: **Katie Cattan**
Date: **April 22, 2009**
Type of Item: **Administrative – Plat Amendment**

PARK CITY 1884
PLANNING DEPARTMENT

Summary Recommendation

Staff recommends the City Council hold a public hearing for the 505 Woodside Avenue Subdivision plat amendment and consider approving the plat amendment based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Topic

Applicant:	Jerry Fiat, Owner
Location:	505 Woodside Avenue
Zoning:	Historic Residential (HR-1)
Adjacent Land Uses:	Residential
Reason for Review:	Plat amendments require Planning Commission review and City Council approval

Background

On January 13, 2009 the City received a completed application for the 505 Woodside Avenue Subdivision plat amendment. The subject property is located at 505 Woodside Avenue in the Historic Residential (HR-1) zoning district. The proposed plat combines Lots 2, 3, and portions of Lots 30, and 31, Block 28 of the Park City Survey into one lot of record. The proposed new lot will be 4,375 square feet in size. The structure located at 505 Woodside Avenue is considered historic and is listed on the City's Historic Structures Inventory as Significant. The historic home is a non-conforming structure as the home does not meet setbacks on the south side and is located on internal property lines.

The applicant wishes to combine Lots 2, 3, and portions of Lots 30, and 31, Block 28 of the Park City Survey to memorialize a land swap and reflect the current ownership. The applicant did not receive any additional land in the swap. A property exchange was completed by the applicant with his neighbor to the west. A 312.5 square foot portion of Lot 30 was exchanged to the applicant for a 312.5 square foot portion of Lot 31. The property exchange is part of a resolution to a land dispute between the applicant and his neighbor regarding a retaining wall to the west of the subject property (Exhibit B).

There is also a Historic District Design Review application under consideration by staff for an addition to the historic home. The plat amendment application will remove the existing lot line under the historic home.

The Planning Commission reviewed the application during the regularly scheduled meeting on April 22, 2009. The Planning Commission forwarded a unanimous positive recommendation. No addition comments or questions were raised during the meeting.

Analysis
Staff finds good cause for this plat amendment as the amended plat would bring the historic structure into compliance and will memorialize the land swap resolution between the two neighbors.

Historic Structure located at 505 Empire Avenue

	Permitted	Existing
Front setback	10’	10’
Rear setback	10’	12’
Side setbacks	5’ min, 10’ total	2’ on south side of property, 7’ on north side of property
Lot size	1,875 square feet minimum	4,375 square feet
Footprint	1710 square feet maximum	1693 square feet
Parking	None required for historic home.	2 onsite spaces in garage

The historic home located at 505 Woodside is a legal non-conforming structure as the building does not meet setbacks and crosses over the interior lot line. Section 15-2.2-4 of the Land Management Code (LMC) states that Historic Structures that do not comply with Building Setbacks, Off-Street parking, and driveway location standards are valid Complying Structures.

Process
The approval of this application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18. Staff review of a Building Permit is not publicly noticed nor subject to review by the Planning Commission unless appealed.

Department Review
This project has gone through an interdepartmental review. No issues were raised during the review.

Notice
The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record.

Public Input
No public input has been received by the time of this report.

Alternatives

- The City Council may approve the 505 Woodside Avenue Subdivision as conditioned or amended; or
- The City Council may deny the 505 Woodside Avenue Subdivision and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the 505 Woodside Avenue Subdivision.

Significant Impacts
There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation
The lot lines would remain as they are today and the existing plats would not reflect the land swap.

Recommendation
Staff recommends the City Council hold a public hearing for the 505 Woodside Avenue Subdivision and consider approving the plat amendment based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits
Exhibit A – Proposed Plat
Exhibit B – Property Exchange

Draft Ordinance No. 09-

AN ORDINANCE APPROVING THE 505 WOODSIDE AVENUE SUBDIVISION LOCATED AT 505 WOODSIDE AVENUE, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 505 Woodside Avenue have petitioned the City Council for approval of the 505 Woodside Avenue Subdivision; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on April 22, 2009, to receive input on the 505 Woodside Avenue Subdivision;

WHEREAS, the Planning Commission, on April 22, 2009, forwarded a positive recommendation to the City Council; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the 505 Woodside Avenue Subdivision.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The 505 Woodside Subdivision plat amendment as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 505 Woodside Avenue in the HR-1 zoning district.
2. The structure located at 505 Woodside Avenue is considered historic and is listed on the City's Historic Structures Inventory as Significant..
3. The historic home is a valid complying structure as the building does not comply with setbacks on the south side property line. Section 15-2.2-4 of the LMC states that "Historic structures that do not comply with building setbacks, off-street parking, and driveway location standards are valid complying structures".
4. There was a property swap with the adjacent neighbor to the north, which was the solution to an encroachment and access agreements between the owner of 505 Woodside and the neighbor adjacent to the north. No additional lot area has resulted from the property swap.

5. There is a Historic District Design Review application under consideration by staff for this property.
6. Any construction within the Historic Residential District (HR-1) requires a Historic District Design Review.
7. A building permit cannot be issued for construction across a lot line.
8. All other facts within the Analysis section of this report are incorporated within.

Conclusions of Law:
1. There is good cause for this subdivision.
2. The subdivision is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
3. Neither the public nor any person will be materially injured by the proposed subdivision.
4. Approval of the subdivision, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:
1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the subdivision at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the subdivision will be void.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 7th day of May, 2009.

PARK CITY MUNICIPAL CORPORATION

____

Dana Williams, MAYOR

ATTEST:

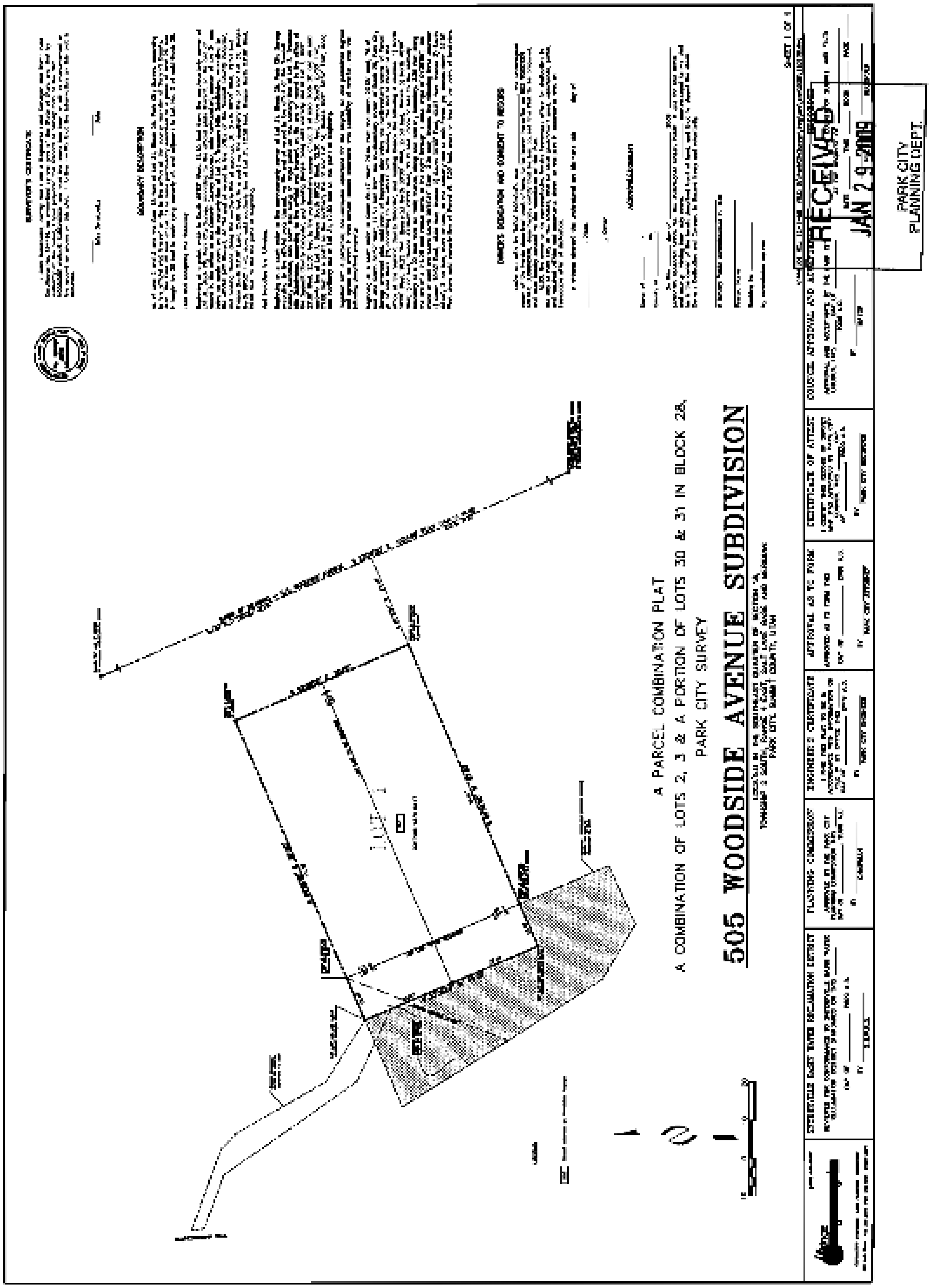
____

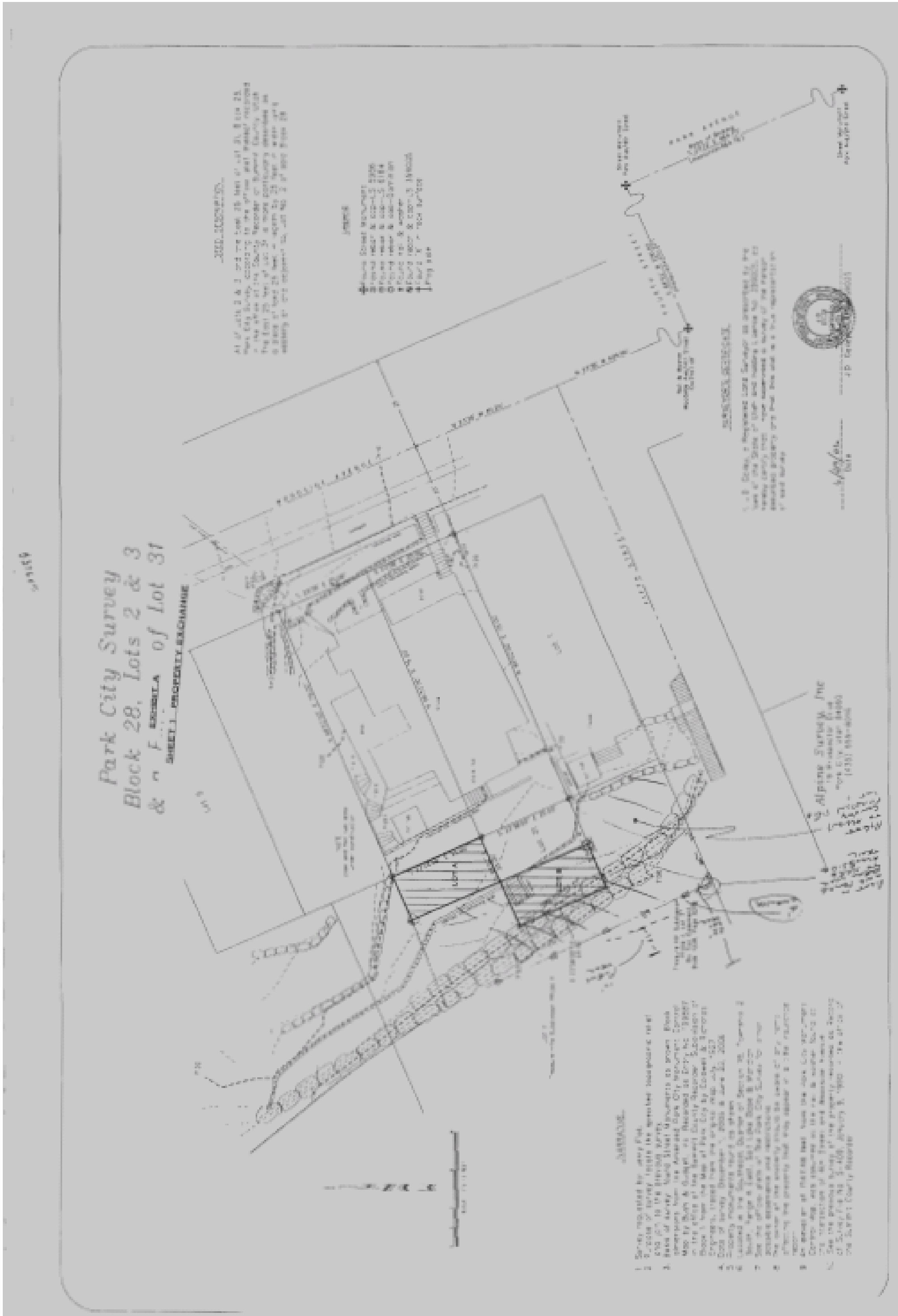
Jan Scott, City Recorder

APPROVED AS TO FORM:

____

Mark Harrington, City Attorney




Park City Survey
Block 28, Lots 2 & 3

City Council
Staff Report

Subject:	**BOWEN COLLINS, & ASSOCIATES PROFESSIONAL SERVICES AGREEMENT ADDENDUM NO 3**
Author:	**Kathy Lundborg**
Department:	**Public Works**
Date:	**May 7, 2009**
Type of Item:	**Administrative**

Summary Recommendations:
Staff recommends Council 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.

Topic/Description:
The Water General Engineering Services Contract Amendment No 3 acts in accordance with the Water Strategic Plan's Source Strategies & Polices as follows:

- Provide and maximize source redundancy
- Ensure adequate water supply for projected Park City build-out.
- Support cooperation of regional strategy for providing water to Park City and the Snyderville Basin.
- Keep the Water System Master Plan current.
- Account for all water use
- Make operational efficiency a goal in new infrastructure design and existing operational practices.
- Meet or exceed all federal and state drinking water requirements.
- Maximize useful life of all water infrastructure
- Maximize the availability of Park City's water from the Rockport Importation project

Background:
Bowen Collins & Associates (BC&A) was selected for General Engineering Services for Water Division projects after advertising an RFP and receiving proposals at the end of 2006. A Professional Services Agreement was executed in December 2006.

BC&A has performed very well on projects assigned since the beginning of their contract. BC&A has provided a variety of expertise in master planning, hydraulic modeling, design, and construction. The first amendment to the Contract (dated

September 13, 2007) included updating the Master Plan, designing replacement lines for fireflow deficiencies, and infrastructure designs to meet demands.

The second amendment (dated November 28, 2008) includes the continuation of services including further updates the Master Plan by modeling and making recommendations for future projects such as the Quinns Water Treatment Plant and Park City Heights. Projects where BC&A provided preliminary studies and designs are being continued to final design and construction under the second amendment. These projects include: Mt Air Flume Replacement, Boothill Transmission Line Phase 2, Hillside Avenue Waterline Design and Construction, and the Fairway Hills Finished Waterline Design and Construction.

Analysis:
The proposed third Amendment is to add Program Management support to the BC&A scope. After developing a multi-phased Capital Plan, it is estimated that $20M of construction will occur in the next 12 months. In addition, planning and design of the projects scheduled to be constructed next summer also needs to be completed in the next 12 months. The total Capital Plan for the next four years is estimated at $40M. With this much work, Staff needs the added Program Management support.

The Scope in the third Amendment includes the development of an implementation plan that looks at capital costs by year and revenue requirements to meet that capital plan. The plan will focus on the next four years development and the implementation of projects to provide additional water supply to the City. This plan will incorporate the ongoing water system master plan, the Water Transport Study, and other previous planning studies. A review of each of the planned projects will be made to determine long term need and benefits versus costs.

Additionally, ongoing Program Management support will be incorporated in the scope and includes:

- General Program Management Coordination
- Development of Proposed Project Schedules and Implementation Plans for Individual Projects
- Assist the City in Locating and Selecting Needed Consultants/Sub-consultants for the Design of Individual Projects.
- Assist the City in Managing Project Budgets/Consultants.
- Assist the City in Planning, Study, and Design of Individual Projects.
- Environmental Support.

The Staff at BC&A will act as an extension to the City Staff on an as-needed basis performing the type of tasks listed above. This construction season, the Water Division will have 5 separate pipeline projects and the Water Treatment Plant. Each of those projects will have contractors, inspectors, and construction managers. BC&A Staff would assist City Staff managing the inspectors, construction managers, and contractors. The City would be charged on a time and material basis and individual responsibilities and tasks would be outlined for each project.

BC&A is uniquely qualified to provide Program Management support to help implement the multi-year capital improvement program that has been developed. BC&A staff completed the Snyderville Basin Water Transport Study which conceptually laid out the raw water system for Park City and the rest of the basin if it is ever expanded that far in the future. They have completed all of the recent Master Planning work and hydraulic modeling of the Park City water system. Staff needs support resources that can essentially hit the ground running.

BC&A were the Program Managers for Metropolitan Water District of Salt Lake and Sandy through the construction of the Point of the Mountain Aqueduct and Water Treatment Plant. This experience will be very valuable to City Staff who has limited experience in projects of this volume and magnitude. Additionally, BC&A billing rates are some of the lowest of the engineering firms that do work or have pursued work for the Water Division.

Funding for this work has been included in each of the project budgets.

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 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.

B. Deny the Request:
Council could deny Staff's request. Denying the request could jeopardize the ability to get all of the needed and budgeted projects completed.

C. Continue the Item:
Council could continue the request. Continuing the request would delay the ability to get all of the projects designed in time.

D. Do Nothing:
Staff does not recommend this alternative. Denying the request could jeopardize the ability to get all of the needed and budgeted projects completed.

Significant Impacts:

The funds for the additional fees are budgeted within the FY09 – FY11 Water CIP.

Recommendation:

Staff recommends Council 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.

THIRD ADDENDUM TO PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS THIRD ADDENDUM is made and entered into in duplicate this ____ day of ________________, 2009, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and BOWEN COLLINS & ASSOCIATES, a Utah corporation having offices located at Draper, Utah ("Service Provider") to amend the Service Provider Agreement signed and executed by the Parties on December 21, 2006.

WITNESSETH:

WHEREAS, the parties entered into a Professional Services Agreement on December 21, 2006 (hereinafter "Original Agreement"); and

WHEREAS, both parties to the Original Agreement desire to amend the Original Agreement to include additional scope, fees and time to complete additional projects of similar scope to those described in the Scope of Services in the Original Agreement; and

WHEREAS, the parties desire to amend the Original Agreement to provide sufficient time for such performance.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

1. **INCREASE of $230,000.** Park City shall pay Service Provider for professional services in an amount not to exceed $901,560, which is an increase to the Original Agreement and Addendum No. 2 of $252,560 for additional professional services. The amended Scope of Services is attached hereto as Exhibit A.

EXTENSION OF TERM. The term of the Original Agreement shall be extended to a termination date of December 31, 2011, or upon such later date as agreed to in writing by City and Service Provider, as provided for in Paragraph 23 of the Original Agreement.

2. **OTHER TERMS**. All other terms and conditions of the Original Agreement shall continue in full force and effect and shall not be affected by this First Addendum.

3. **ENTIRE AGREEMENT**. This Third Addendum is a written instrument pursuant to Paragraph 23 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first herein above written.

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
Post Office Box 1480
Park City UT 84060-1480

____

Thomas B. Bakaly, City Manager

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
Mark D. Harrington, City Attorney

SERVICES PROVIDER
BOWEN & COLLINS & ASSOCIATES
Address: 756 West 12200 South
Draper UT 84020
801-495-2224
801-495-2225 fax

Tax ID#: ___________________________

____
Signature
____
Printed name
____
Title

Corporate Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF __________________)

On this ____ day of ___________________, 2007, personally appeared before me _________________________, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed), did say that he/she is the _________________________ (title) of ________________________, Inc. by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged to me that said Corporation executed the same.

____
Notary Public

EXHIBIT A

PARK CITY
Program Management Services for Park City

SCOPE OF SERVICES

Background

Park City is in the process of implementing a multiyear capital improvement program to develop additional water supply for the City. This program will result in the City implementing approximately $40 million of projects in the next four years. In order to complete that plan, the City requires assistance in further refining the plan and in managing the implementation of the plan over the next several years. The City has asked Bowen Collins and Associates (BC&A) to provide that assistance. A proposed scope of services for that assistance is included in the following sections.

Objective

The objective of these services is for BC&A to assist the City in developing and implementing the capital improvement plan. The tasks include:

Task 1-Development of Capital Facilities Plan
Task 2-Ongoing Program Management Assistance

Each of the coordination tasks is described in detail in the following paragraphs.

Scope of Services

Task 1-Development of Capital Facilities Plan

BC&A will assist the City's water manager in consolidating previous studies on various aspects of the City's water system into a long term capital facilities plan. This plan will incorporate the ongoing water system master plan, the Water Transport Study, and other previous planning studies. A review of each of the planned projects will be made to determine long term need and benefits versus costs. An implementation plan will be developed that looks at capital costs by year and revenue requirements to meet that capital plan. The plan will focus on the next four years development and the implementation of projects to provide additional water supply to the City.

Task 2-Ongoing Program Management Assistance

BC&A will provide Michael Collins as the City's Program Manager for the duration of the project. BC&A will work with and under the City's Water Manager in planning and management of all projects. BC&A will provide general coordination and implementation. This will include consulting with the City; meeting with and providing information and recommendations to City staff; meeting with governmental entities and agencies; meeting with and providing information and recommendations to required subconsultants/consultants or contractors on specific projects at the City's request; and regularly assisting with updating the Plan and individual projects, including budgeting and scheduling. BC&A will monitor the performance of consultants and contractors hired to perform project work. BC&A will perform quality assurance and quality control functions related to all projects. BC&A will work with City staff on the conceptual designs of projects. BC&A will prepare a schedule and implementation plan for all of the projects under the Plan and will update this schedule regularly. BC&A will provide staff to the City as needed to help manage or implement individual projects. These staff members will serve as extensions of City staff. BC&A will still be able to complete for engineering projects with the City. Subtasks include:

Task 2-1 – General Program Management Coordination. BC&A will provide general coordination and implementation services. This will include consulting with the City; meeting with and providing information and recommendations to City staff, the City's Council, meeting with governmental entities and agencies; meeting with and providing information and recommendations to required sub-consultants/consultants or contractors on specific projects at the City's request; and regularly assisting with updating the implementation plan and individual projects, including budgeting and scheduling.

Task 2-2 – Development of Proposed Project Schedules and Implementation Plans for Individual Projects. BC&A will prepare a project schedule and implementation plan for each of the individual projects. BC&A will assist the City to determine how each project will be funded and implemented. It is expected that BC&A will submit to the City the project schedule and implementation plan for each project as they are completed. BC&A will, with the City's input, update and revise project schedule and implementation plans during the contract period.

Task 2-3 – Assist the City in Locating and Selecting Needed Consultants/Sub-consultants for the Design of Individual Projects. BC&A will develop with the City the needed request for proposals for projects advertised to consultants and assist the City in advertising those projects to the consultant community. The City will pay for all direct advertising costs, such as newspaper ads, etc. Where BC&A is not competing for a specific project, BC&A will assist the City staff as requested in evaluation of consultant proposals and in the selection of consultants. This task will be completed consistent with the project schedules and implementation plans to be developed.

Task 2-4 – Assist the City in Managing Project Budgets/Consultants. BC&A will assist the City staff in managing consultants on the projects identified above. BC&A will provide assistance in monitoring budgets and schedules for each project. This work will continue until the completion of the contract period.

Task 2-5 – Assist the The City in Planning, Study, and Design of Individual Projects. BC&A will assist the City in planning, studying, and designing of individual projects as needed. City personnel will determine what work BC&A will perform for the City.

Task 2-6 – Environmental Support. BC&A would support the City in environmental review and compliance. Services would include:

National Environmental Policy Act (NEPA) Issues

Development, Review, and Guidance related to CX, EA and EIS documents
Construction Compliance on approved NEPA documents (e.g. PRCEP)
Mitigation associated with NEPA
Coordination with Stakeholders and Public on NEPA issues

Endangered Species

Involvement in June sucker issues and the June Sucker Recovery Implementation Program
Assistance with Colorado River Endangered Fishes issues (e.g. Duchesne River)
Assistance with other Threatened /Endangered/Conservation Species issues
Consultation and Coordination with Regulatory Agencies on Environmental Issues
Assistance with obtaining U.S. Army COE Permits (including wetland and riparian issues, Clean Water Act issues, etc.), State Stream Alteration Permits, Endangered Species Consultation with State and Federal Agencies

Invasive Species Control

Consultation on Quagga or Zebra Mussel issues or other invasive species

Other Issues

Biological Data Collection, Climate Change, Water Conservation

Responsible Staff Members. Michael Collins will be the Project Manager for the project and will provide Master Plan coordination services.

Fee Estimate. Attached, as Attachment "A", is a schedule of BC&A fees and costs. These rates apply until December 31, 2009 and are subject to negotiation between parties after that time. Any expense reasonably incurred by BC&A for materials or services purchased from others will be reimbursed at cost plus 10%. Attached, as Attachment "B", is the engineering fees and cost estimate for the work of BC&A pursuant to this scope of work.

ATTACHMENT A

Bowen, Collins & Associates, Inc.
2009 Billing Rates

	Employee		2009 Rate $/ hour
		Engineering Intern	$ 40
1	Gwen Rasmusen	Clerical	$ 60
2	Melissa Quintrall	Clerical	$ 60
3	Elaine Webb	Clerical	$ 60
4	Trudy Collins	H.R./Marketing	$ 60
5	Michelle Skousen	Clerical	$ 60
6	LeAnn Dannelly	Clerical	$ 60
7	Joan Wilding	Clerical	$ 60
8	Justin Collins	Technician I	$ 60
9	Lisa Delano	Technician I	$ 60
10	Debbie Casey	Technician II	$ 70
11	Seth Riggs	Technician II	$ 70
12	Anthony Winkel	Engineer I	$ 80
13	Joel Andrus	Engineer I	$ 80
14	Jan Miller	Engineer I	$ 80
15	Jordan Oyler	Engineer I	$ 80
16	Brian Romrell	Engineer I	$ 80
17	Matt Stayner	Engineer I	$ 80
18	Steve Meyer	Engineer I	$ 80
19	Eric Neil	Engineer I	$ 80
20	Andrew McKinnon	Engineer I	$ 80
21	Ryan Oberg	Engineer I	$ 80
22	Kameron Ballentine	Engineer I	$ 80
23	Cristina Nelson	Engineer I	$ 80
24	Cody Moultrie	Engineer I	$ 80
25	Jon Oldham	Engineer II	$ 85
26	Kasey Chesnut	Engineer II	$ 85
27	Todd Olsen	Engineer II	$ 85
28	Mike Chandler	Engineer II	$ 85
29	Chris DeKorver	Engineer II	$ 85
30	Brian Scott	Technician III	$ 80
31	Brian Abel	Technician III	$ 80
32	Paul Colosimo	Technician III	$ 80
33	Matt Thompson	Technician III	$ 80
34	Ryan Darger	Technician III	$ 80
35	Dee Lamph	Technician III	$ 80
36	Bonnie Baucom	Technician IV	$ 90
37	James Johnson	Technician IV	$ 90
38	Hal Lessing	Technician IV	$ 90
39	Darren Lowe	Engineer II	$ 85
40	Jamie Tsandes	Land Architect	$ 90
41	Brian Mecham	Engineer III	$ 90
42	Ted Symes	Engineer III	$ 90
43	Lowell Williams	Technician V	$ 90
44	Gregory Loscher	Engineer III	$ 95
45	Jeff Beckman	Engineer III	$ 95
46	Keith Larson	Engineer III	$ 95
47	Brandon Wyatt	Engineer III	$ 95
48	Brent Packer	Engineer III	$ 95
49	Thayne Clark	Engineer III	$ 95
50	Dave Maxwell	Engineer III	$ 95
51	Douglas Stewart	Engineer III	$ 95
52	Igor Kovalenko	Engineer III	$ 95
53	Rodolfo Garcia	Technician V	$ 95
54	Ed Scott	Technician V	$ 95
55	Tena Campbell	Engineer V	$ 115
56	Jared Oldroyd	Engineer V	$ 115
57	Jason Luettinger	Engineer V	$ 115
58	Terry Hickman	Environmental Scientist V	$ 115
59	Kirk Bagley	Engineer V	$ 115
60	Scott Forsling	Engineer V	$ 115
61	Randy Zollinger	Engineer V	$ 115
62	Robert Mayers	Chief Engineer	$ 125
63	Chris Mikell	Engineer VI	$ 135
64	Craig Bagley	Engineer VI	$ 135
65	Ken Spiers	Engineer VI	$ 135
66	Larry Bowen	Engineer VIII	$ 145
67	Michael Collins	Engineer VIII	$ 145

Expenses include:

Computer/Communication $6.00 per hour
Mileage $.75 per mile
10% markup on all other project related expenses
Billing rates are adjusted annually to reflect actual labor rate increases

ATTACHMENT B - ENGINEERING FEE ESTIMATE
Park City Municipal Corporation
Program Management Services
2009/2010
Revised April 13, 2009

		OFFICE STAFF		ENGINEERING TECHNICIANS				ENGINEERS							SUBTOTAL	SUBTOTAL
TASK	**LABOR**	OFFICE	EDITOR	TECH 1	TECH 2	TECH 3	TECH 4	EN 1	EN 2	EN3	EN4	EN5	EN6	PM	HOURS	COST
												T. Campbell	T. Hickman	M.Collins		
		60.00	60.00	65.00	75.00	85.00	90.00	75.00	90.00	82.00	95.00	115.00	115.00	145.00		
1	**Development of Capital Facilities Plan**	6					16		40			8		88	158	$19,080
2	**Program Management Services**															
	General Program Management Coordination	8				80	80	240						240	648	$67,280
	Project Schedules and Implementation Plans	8				16	16	40						80	160	$17,880
	Selecting Consultants	8				16	16							40	80	$9,080
	Managing Consultants	8				4	16							40	68	$8,060
	Individual Projects	8				24	400	240						80	752	$68,120
	Environmental Support	8										80		40	128	$15,480
	TOTAL LABOR	54	0	0	0	140	544	520	40	0	0	88	0	608	1994	$204,980
		$3,240	$0	$0	$0	$11,900	$48,960	$39,000	$3,600	$0	$0	$10,120	$0	$88,160	$204,980	

EXPENSES

Item	Unit	Rate	Cost
COMMUNICATIONS/COMPUTER			$11,964
PRINTING /GRAPHICS			$750
AUTO MILEAGE			$1,500
TRAVEL			$5,000
MISC EXPENSES			$2,500
POSTAGE			$250
SUPPLIES			$250
TOTAL EXPENSES			$22,214

$204,980
$22,214
$227,194

City Council
Staff Report

DATE:	**May 7th, 2009**
DEPARTMENT:	**Public Works**
AUTHOR:	**Kent Cashel, Transit\Transportation Manager**
TITLE:	**Design Contract for Expanded Transit Facility**
TYPE OF ITEM:	Administrative

SUMMARY RECOMMENDATION: Authorize Staff to execute a professional services contract with Cooper , Roberts, Simonsen Associates in a form approved by the City Attorney and in an amount not to exceed $1,017,998 for the architectural design and engineering of an expanded transit storage and maintenance facility to be constructed at 1053 Ironhorse Drive.

DESCRIPTION

A. **Background**

In 2002 Park City began operating transit service for Summit County. Expansion of both County and City service has required the addition of vehicles to the City's bus fleet which now includes 28 -35' buses, 5 -20' cutaway vans and the Main Street trolley. These vehicles are housed and maintained at the Public Works facility on Ironhorse Dr. All available storage bays are now occupied and four 35' buses and four 20' buses are currently stored outside.

Storing equipment outside presents several operational problems during the peak of winter (e.g., snow covering buses, engine starting, warming bus interior). Any future expansion of transit service (e.g., Quinn's Junction or the new Park and Ride at Richardson's flat) will require the construction of a new storage and maintenance facility before that service can be implemented.

The search for a site on which to construct a new transit facility began in January 2006. Details of this search are summarized in the timeline below:

January 2006 **Facility Needs Analysis**

Staff worked with LSC Transportation Consultants, Inc to conduct a facility needs analysis. This analysis forecasts that over the next 20 years the number of buses in Park City Transit's fleet will grow to 64 (55 buses, 1 trolley and 8 vans).

March 2006 **Joint PW Facility Team Meets**

Initial discussions with Summit County regarding the need for a new transit maintenance and storage facility identified additional

City and County needs for expanded Public Works operations facilities.

A team of City and County staff and elected officials began meeting to discuss a strategy for acquiring land for joint uses. The team was comprised of the following members:

- Bob Richer — Summit County Commission
- Jim Hier — Park City Council
- Tom Bakaly — Park City City Manager
- Derrick Radke — Summit County Engineer
- Nora Sheppard — Summit County Planning Director
- Eric Dehaan — Park City Engineer
- Pat Putt — Park City Planning
- Kevin Callahan — Summit County Public Works
- Jerry Gibbs — Park City Public Works
- Kent Cashel — Park City Public Works

The team determined the need to acquire land for the following joint uses:

Transit	8 acres
City PW facility	5 acres
County PW facility	3 acres
Solid Waste Transfer Facility.	5 acres
Recycle Utah	2 acres
	23 Acres Total

April 2006 **Available Parcel Analysis**

City and County staff conducted an inventory of parcels that met facility requirements and whose zoning would allow for construction of City and County Public Works facilities. The few parcels that were identified are located on the west and east side of the US-40 corridor from I-80 south to the Summit-Wasatch County line.

May 2006 **Gillmor Property**

The Joint PW Facility Team determined that a parcel owned by the Florence Gillmor Estate (located directly south and east of the Home Depot store in Sliver Creek Junction) as the most attractive parcel available. The site is located close to US-40, has utilities nearby and the site topography would provide visual screening for a Public Works campus.

Although this site (159.28 acres in size) is much larger than the needs identified for Public Works it was determined the balance may be a good candidate for open space acquisition for the Basin Open Space Advisory Committee (BOSAC).

June 2006 **Property Negotiations Begin**

A team of City Staff met with representatives of the Gillmor Estate to communicate the County-City's interest in the property (See # 1 on attached map). The Gillmor's represented at this time that the estate has numerous parcels it would like to sell. The parties agree upon an appraiser (Brown, Chudleigh, Schuler and Associates). The appraiser begins conducting appraisal for 6 of the Gillmor Estate parcels (717.10 total acres).

August 2006 **Appraisal Completed**

The appraisal report for the six parcels of vacant land owned by the Florence Gillmor estate is completed utilizing current approved zoning as a basis for valuation. The appraisal values the 727.2 acres of land at $7.8 million. The appraisal is forwarded to representatives of the Gillmor's Estate.

September 2006 **Appraisal Reviewed By Gillmor Estate**

The Gillmor estate spends several weeks reviewing the appraisal.

October 2006 **Gillmor Estate Discontinues Negotiations**

A group of City staff meet with representatives of the Gillmor Estate. City Staff is advised that the Gillmor Estate believes the appraisal undervalues the Gillmor properties. City staff tries to explain that the basis of the appraisal is currently approved zoning. Gillmor Estate representatives tell City staff, in certain terms, they dislike the appraisal, believe they can obtain zoning concessions, and that they do not desire to continue negotiations.

November 2006 **Quinn's Junction Site**

City staff explores a 9 acre parcel located just east of junction of SR 248 and US 40 frontage road on the north side of SR-248 (see # 7 on attached map). However, the site has many challenges including, wetlands, environmental and zoning and staff determines that the site is unsuitable for a transit facility.

December 2006 **Burbidge Parcels**

City Staff begins discussions with Burbidge's regarding the possibility of purchasing two sites in the Summit Business Park Subdivision. These parcels are located off the east side of US-40 frontage road just south of the Jordanelle Storage Park (see # 8 on attached map).

January 2007 **Burbidge Offer**

After several weeks of discussion the Burbidges indicate they are not interested in selling any of the approved subdivision lots at this time. They do indicate their expected sales price is in the $800,000 per acre range.

Burbidges do indicate they are interested in determining if Summit County would be interested in freeing up 40 acres of Open Space 1 land for development(required as part of the Burbidges development parcel by The Summit County Planning Commission). This Open Space 1 property is located on the eastern side of the Summit Business Park

The Burbidges offer a smaller parcel that was part of the IHC annexation as a potential swap. If this land swap could be accomplished Burbidge believed the 40 acres would be an appropriate site for a Public Works facility that would be screened by more high-end light industrial uses in the western-most lots along US 40.

February 2007 **Joint Facility Team Meets**

Joint PW Facility Team meets to discuss Burbidge offer. Team determines the rezoning of Open Space 1 is an unlikely alternative. The team determines to re-open discussions with the Gillmor Estate to determine if their position has changed and if so if the estate is interested in selling all or a portion of the 159 acre parcel located south and east of the Home Depot store.

Feb – May 2007 **Project Updates to City Council**

Staff meets with Council in 3 separate closed sessions to discuss Transit site alternatives. An operational cost analysis prepared by Staff indicates that the Ironhorse parcel is the optimal site alternative. Primary factors in this analysis are:

1. avoidance of deadheading costs of $250,000 per year. Deadheading costs are the labor, fuel and maintenance costs of driving buses to and from a remotely operated facility such as Silver Creek.
2. Avoidance of the substantial costs to build and staff develop two equipment maintenance facilities (one for City fleet and one for Transit fleet).

Council directs staff to continue to explore Ironhorse site.

October 2007 **Feasibility Analysis**

Staff completed a comprehensive financial engineering feasibility analysis which indicated that the Ironhorse Facility could be expanded to accommodate required transit and storage maintenance space and that the Ironhorse Facility would save approximately $250,000 in annual transit operating expenses over other site alternatives. Staff presents findings of feasibility analysis to Council.

December 2007 **Letter of Intent**

Summit County and Park City Municipal Corp formally execute a letter of intent through Council and Commission action stating that the two parties would cooperate on the financing design and construction of a joint transit operations facility at the Ironhorse location.

April 2008	**Environmental Work Completed** Park City completed required Federal Transit Administration (FTA) environmental study and submitted to the FTA.
July 2008	**FTA Environmental Clearance** The FTA provided environmental clearance for the project.
August 2008	**FTA Grant Approval** Staff submitted a project grant proposal to the FTA which was approved with initial federal funding of $2.5 million.
November 2008	**Request for Stimulus Funding** Staff submits request for $7.5 million to complete project under the American Reinvestment and Recovery Act (Stimulus Bill). Feedback on submittal is that project is very likely to receive $2.5-3 million in ARRA funding (no local match required).
November 2008	**Triangle Parcel Letter of Intent** Summit County and City formally adopt letter of intent to jointly finance and purchase 112 acres of land owned by PRI\Boyer located behind UDOT shed on SR-248. The letter of intent states that the land is to be purchased for "public uses' and that the City and County will jointly master pan the property.
December 2008	**Purchase of Triangle Parcel** City and Summit County purchase the "Triangle Parcel".
January 2009	**Council Provides Direction on Involvement in NOMA Redevelopment.** Council directed Staff that Council's involvement in NOMA redevelopment would not to be in the form of creating a master plan for the area but rather through: 1. Revisiting the City's General plan 2. Responding to individual private development proposals within the context of the General Plan.
February 2009	**Staff begins A&E Procurement Process** Staff begins process of procuring required architectural engineering and design services for the project.
April 2009	**Staff completes A&E selection process** Selection committee comprised of County and City Staff ranks and recommends top ranked firm for project contract.

Facility Requirements
Required elements for the City\County expanded transit maintenance and operations facility were determined based upon short and long range transit planning. The facility will be designed to meet County and City transit needs through 2025. The City and Summit County's transit fleet needs are summarized in the table below.

	35' Bus & Trolley	20'-25' Cutaway Vans
Current Storage Available	24	1
Current City Inventory	21	3
Current County Inventory	7	2
Existing Storage Shortage	**4**	**4**
City 0-5 Year Expansion	4	1
County 0-5 Year Expansion	4	1
Total 0-5 Year Storage	**12**	**6**
5-20 Year Regional Expansion	16	2
Total 20 Year Storage Needs	**28**	**8**

The expanded facility design will include, if feasible, the following key elements:

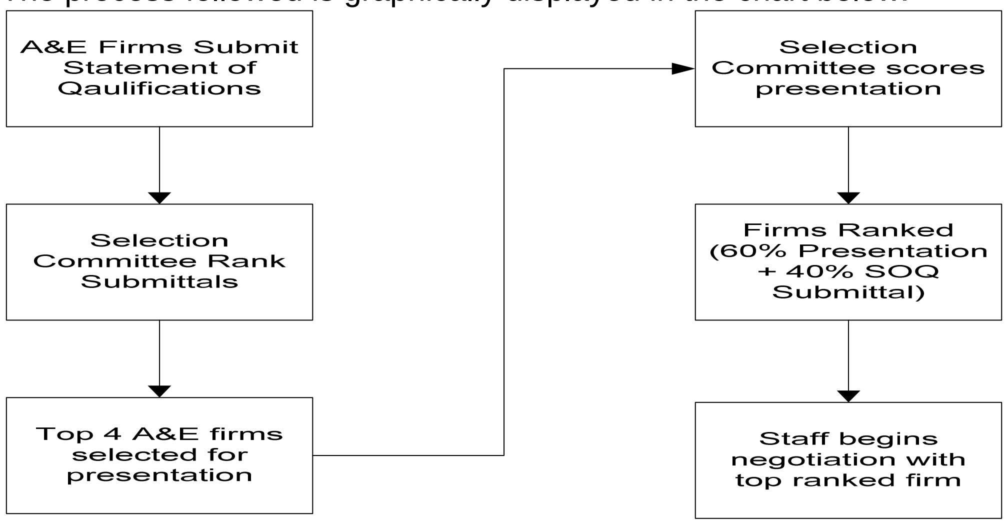
- 64 bus bays
- Employee parking structure
- 4000 sq' of transit administrative space (some of this space exists in current structure)
- Bus wash
- Eight bus maint bays
- Expanded fleet parts room
- Maint tool and equipment storage
- Fueling facility.
- Green building elements per City policy

B. Analysis

Staff has conducted a procurement , in compliance with all City, State and Federal requirements for architectural and engineering consultant team to complete the design of the expanded Ironhorse Transit Facility. Given that this facility will be funded in part using U. S. Federal Transit Administration funds this design contract must be procured in accordance with the Brooks Act.

The Brooks Act requires that the procuring agency to utilize a qualifications based selection procedure. This procedure dictates that the procuring agency must first rank all interested design\engineering firms according to their qualifications. Once this ranking the agency may begin negotiating a contract with the top ranked firm. If the agency cannot reach a mutually agreeable contract then the agency may begin negotiating with the second ranked firm. This process must be repeated until an agreeable contract can be negotiated.

The process followed is graphically displayed in the chart below.



Fifty three architectural\engineering firms requested the City's Statement of Qualifications (SOQ) package. Fifteen of these firms submitted an SOQ.

A selection committee was formed with the following members:

- Matt Cassel Engineering
- Thomas Eddington Planning
- Kevin Callahan Summit County
- Todd Touchard Water
- Darren Davis Transit
- Sayre Brennan Transit
- Kent Cashel Public Works

<u>1st Round of Ranking Process</u>

The selection committee scored each of the firms submittals using criteria set forth in the SOQ package. The results of this ranking are contained in the table below:

	CM 1	CM 2	CM 3	CM 4	CM 5	CM 6	AVG
ARCHITECTURAL NEXUS	72	87	78	83	73	75	**78.0**
Cooper Roberts Simonsen Associates	62	83	80	78	73	73	**74.8**
GSBS	66	85	80	76	72	69	**74.7**
FFKR	40	86	88	82	60	73	**71.5**
MHTN ARCHITECTS, INC.	47	82	75	79	66	69	69.7
IBI Group	55	81	73	72	50	69	66.7
Aswn	48	81	76	84	50	60	66.5
Jack Johnson Company	51	77	79	75	43	72	66.2
Richard Chong & Associates	42	77	80	74	47	72	65.3
PSOMAS	33	80	73	56	62	61	60.8
SL&A	37	75	83	72	38	58	60.5
Elliot Workgroup	46	81	73	60	30	65	59.2
Epic Engineering	31	78	70	45	42	56	53.7
PEPG ENGINEERING, LLC	31	82	72	29	45	58	52.8
REA Architecture, Inc	17	77	69	56	36	50	50.8

2nd Round of Ranking Process

The top four firms (from the first round of ranking) were then invited to make a short presentation that focused on the firm's:

- Project manager
- Strength of team in all required disciplines
- Project approach
- Cost control
- Schedule control
- Federal compliance

Firms were scored by each committee member (CM) using the above criteria. A copy of the scoring sheet utilized is attached at the back of this report. The results of this 2nd stage of the ranking process are contained in the table below.

Firm	CM1	CM2	CM3	CM4	CM5	CM6	CM7	Average
Cooper Roberts Simonsen Associates	83	81	87	77	86	87	92	84.71
FFKR	82	75	78	63	84	86	85	79.00
ARCHITECTURAL NEXUS	81	68	77	66	87	82	80	77.29
GSBS	73	66	71	49	61	74	77	67.29

Final Ranking

In the final ranking firms average SOQ was weighted 40% and their team presentation weighted 60% then these two weighted scores were summed to reach a final weighted total score. The results of this ranking process are contained in the table below:

Top 4 firms	(A) SOQ 40% Weight	(B) Presentation 60% Weight	Total (A+B)	Final Rank
Cooper Roberts Simonsen Associates	**29.9**	50.83	80.8	1
ARCHITECTURAL NEXUS	**29.9**	47.40	77.3	2
FFKR	**27.9**	46.37	74.2	3
GSBS	**26.5**	40.37	66.8	4

CRSA strengths.
Cooper Roberts Sorenson Simonsen Associates (CRSA) will bring the following skills and experience to this design project.

- Extensive experience designing parking structures.
- Extensive experience designing transit storage and maint. Facilities.
- Understanding of Park City Planning and Building ordinances and processes.

The committee unanimously agreed that CRSA was the firm best suited to meet the City's need on this challenging project.

Independent Cost Estimate
Prior to issuing the SOQ Staff prepared an independent cost estimate to assist in negotiating a final contract. This independent cost estimate utilized a historical percentage of construction cost as well as design cost guidelines from the Utah State Division of Facilities Management to forecast reasonable design and construction costs. Both of these methods forecast project design and construction management costs to be in the range of $ 1,092,500 - $1,187,500 (11.5% to 12.5% of estimated construction costs of $9,500,000). CRSA's cost proposal fell within this range.

CRSA's cost proposal for Design and Construction Management Services
CRSA's project cost proposal totaled $1,138,112. Staff has carefully reviewed all cost elements within the cost proposal and met with CRSA to refine design scope and negotiate overall cost. As a result of these negotiations the total contract cost was reduced to $1,017,998.

Staff determined that it may be in the City and County's interest to manage construction using an in house project manager or through a separate contract for these services. To facilitate this the construction management portion of project scope (Task 4 Construction Control Corp. is included as an option within the contract allowing the

City\County to exercise that option, or to provide construction management through another means.

Project finance

A revenue and expense loaded schedule is attached at the back of this report. This forecast provides a preliminary view of project cash needs. The table indicates the need for additional Federal Transit Administration Grants in Federal Fiscal Year (FFY) 2010 and 2011.

Staff believes the project requirements can be met although the timing of these FTA appropriations may take longer than forecast and may require use of transit fund balance until these appropriations materialize.

Alternatively there may be opportunities to phase construction over two or more periods to better match cash flows. These financing decisions are not required at this point but will need to be resolved during the design phase and prior to beginning construction. Staff will work closely with the FTA and the design consultant to determine the optimum phasing and financing alternatives.

Cost Sharing with Summit County

The recent change in Summit County's governing body and the rapidity with which the City has had to respond to ARRA funding opportunities (Stimulus Bill) have not allowed the City and County adequate time to come to a final agreement for cost sharing for the project. The parties Letter of Intent (attached) sets forth that the Joint Transit Advisory Board (JTAB) will review and make recommendations on the following items:

- Design and construction cost sharing
- Facility operations and maintenance cost sharing
- Facility ownership and control

The County has appointed a council member to the JTAB and Staff will immediately begin scheduling JTAB meetings to address the above items and to return to both governing bodies with recommendations on a cost sharing agreement.

In the meantime the County has provided the City with a written commitment to fund its "fair share" of project design costs. The county has not committed to a hard percentage or dollar amount of its "fair share" commitment. This lack of hard commitment places some risk on the City as it enters into a design contract. That risk is the City could be left to finance the entire local share of the design contract ($220,498)

It is important to note that 80% of project costs (including the design contract) will be paid by the FTA. (local sources must pay 20%). It is also important to note that the 20% local share can be met using donation of the value of the project property. This means the City risk does not involve hard cash and is minimal as the project property must be used for transit purposes whether or not the County eventually chooses to participate in financing the project.

Staff believes that the City and County will come to agreement on a cost sharing agreement and that it is in the City's interest to move forward with the design phase.

Affordable Housing Component

Staff considered, but is not recommending, an employee housing component as part of this transit facility project. The logic behind that is as follows:

1. Living above, or at least within, an active Public Works facility would be a less than desirable condition for seasonal employees
2. The City has had some success with securing winter season bus drivers through the availability of employee housing at the Fire station but this has success has not been overwhelming (peak occupancy 4 in 2008 and 3 in 2009).
3. The inclusion of housing on the site would activate a stricter set of environmental requirements. The environmental study required to determine if housing could be placed on site has not been conducted and as such adding a housing component would invalidate current project environmental clearance. The time to complete such a study and obtain FTA approval would require a minimum of 10-12 months. This time would jeapordize existing grant funds as well as eliminate eligibility for Stimulus funding.
4. Any housing constructed on a Federal Transit Administration project requires pre-approval of the FTA and could only be used to house transit employees.

Use of Triangle Parcel

An operational cost analysis prepared by Staff indicates that the Ironhorse parcel is the optimal site alternative. This study included the potential use of the Triangle Parcel. Primary factors in selecting the Ironhorse location were:

1. Avoidance of deadheading costs of $250,000 per year. Deadheading costs are the labor, fuel and maintenance costs of driving buses to and from a remotely operated facility such as Silver Creek.
2. Avoidance of the substantial costs to build and staff develop two equipment maintenance facilities (one for City fleet and one for Transit fleet).

Staff recommends a portion of the triangle parcel should be reserved for longer term transit needs (satellite bus storage facility) but Staff is confident that the Ironhorse parcel is the most cost effective and operationally efficient site for the construction of an expanded maintenance facility to meet the City\County's 20 year needs.

Summary:
The City and County have expended considerable time and effort pursuing an expanded facility at the Ironhorse Site. This analysis and planning involved numerous sites located throughout western Summit County. The results of this exhaustive analysis analysis indicated that the Ironhorse Site is the optimal location for the expanded facility based upon the following factors:

- Proximity of site to center of transit operations
- Avoidance of Deadheading costs ($250,000 per year).
- Avoidance of costs associated with construction, equipping and staffing of two maintenance facilities.
- Organizational benefit of having transit located in direct proximity of the rest of Public Works.
- Additional Factors supporting the use of the site
    - Consistent with Council\Commission executed letter of intent.
    - FTA approved environmental clearance.
    - $2.5 million in secured FTA funding.
    - $2.5 – 3 million in likely stimulus bill funding.
    - Additional stimulus bill funding opportunities that will arise during second wave of funding.

Staff recommends Council authorize Staff to execute a professional services contract with Cooper , Roberts, Simonsen, Associates for the architectural design and engineering of an expanded transit storage and maintenance facility to be constructed at 1053 Ironhorse Drive.

ALTERNATIVES

A. Approve The Recommendation. Staff recommends Council authorize Staff to execute a professional services contract with Cooper , Roberts, Simonsen, Associates in a form approved by the City Attorney and in an amount not to exceed $1,102,490 for the architectural design and engineering of an expanded transit storage and maintenance facility to be constructed at 1053 Ironhorse Drive.

B. Deny The Recommendation. Council could deny Staff's request. This would result in significant project delays; jeopardize millions of dollars in federal funds. dedicated to the project and require a significant investment of staff time to conduct a new procurement.

C. Defer the item to a later date. Council could defer decision on this item to a later date. Staff does not recommend this alternative.

D. **Council could do nothing. S**taff does not recommend this alternative

SIGNIFICANT IMPACTS

Risk of Loss of secured FTA section 5309 funding
Staff has invested significant time and effort in securing FTA funding for this project. All project funding to date is specifically linked to development at the Ironhorse facility. If Council should deny staff's request and\or direct Staff to not pursue the Ironhorse project a minimum of $2.5 million in FTA financial assistance will be at risk.

Risk of loss of Stimulus Bill funding
Staff is confident the City will receive approximately $2.5 million in stimulus funding. A key requirement of these 100% federal grants is that the projects be "shovel ready" and that the grant funds are obligated in a grant no later than July 1st, 2009. If Council should deny staff's request and\or direct Staff to not pursue the Ironhorse project a minimum of $2.5 million in FTA stimulus funding will be at risk.

RECOMMENDATION

Staff recommends Council authorize Staff to execute a professional services contract with Cooper , Roberts, Simonsen, Associates in a form approved by the City Attorney and in an amount not to exceed $1,102,490 for the architectural design and engineering of an expanded transit storage and maintenance facility to be constructed at 1053 Ironhorse Drive.

Attached: 2nd Round Ranking Score Sheet
PSA Including Fed Requlations
Summit County\Park City Letter of Intent
Revenue and Expense Loaded Schedule

Presentation Score Sheet – 2nd Round
Firm Name______________________________

Scoring Area	Description	Possible Points	Firm Score
Project Manager	Does Project Manager demonstrate confidence and other leadership and project management skills (e.g., communications, organization skills , problem solving skills)?	20	
Project Team	Does team bring technical strength to all required disciplines. (architectural, planning approval and community involvement process, civil engineer, structural engineer, electrical engineer, geotech, environmental, federal compliance)?	20	
Project Approach	Firms understanding of project challenges and overall project plan?	15	
Federal Compliance	Does firm have experience and demonstrate grasp of FTA Compliance?	10	
Community Involvement & Planning Process	Does firm display understanding of Park City planning process and related community sensitivities?	10	
Cost Control	Strength of firms cost control process? (Including reporting)	10	
Schedule Control	Strength of firms schedule control process? (Including reporting)	10	
Other	Please note in space below any additional skills, strengths or abilities project team will bring to Park City.	5	
		Total Score	

Notes
____
____
____
____

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____________, 2009, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and ________________, a Utah corporation ("Service Provider").

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Addendum A" and incorporated herein (the "Project"). Task 4 (Consultant-Construction Control Corp.) identified in the attached Scope of Work (Addendum A) is included as an option to be exercised at the City's discretion. The total fee for the Project shall not exceed $1,017,998 Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on June 30, 2010 or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made monthly following the performance of such services.

B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Addendum B,” or if none is attached, as subsequently agreed to by both parties in writing.

D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. <u>REPORTS AND INSPECTIONS</u>.

A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.

B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider’s activities, which relate directly or indirectly, to this Agreement.

5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u>.

A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

A. General Liability insurance written on an occurrence basis with limits no less than two million dollars ($2,000,000) combined single limit per occurrence and four million dollars ($4,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 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. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars ($1,000,000) combined single limit per occurrence.

D. 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

E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.

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

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS.

A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.

B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

11. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Service Provider 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 Service Provider 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 Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. The Service Provider 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 Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. MAINTENANCE AND INSPECTION OF RECORDS.

A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. PROHIBITED INTEREST.

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

18. TERMINATION.

A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.

B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

19. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

20. ATTORNEYS FEES AND COSTS.

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.

21. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

22. SEVERABILITY.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

23. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the
nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION
445 Marsac AvenuePost Office Box 1480
Park City UT 84060-1480

____
Tom Bakaly, City Manager

Attest:

____
City Recorder’s Office

Approved as to form:

____
City Attorney’s Office

SERVICE PROVIDER
Address:

Tax ID#: ______________________

____
Signature

____
Printed name

____

Title

STATE OF UTAH)

) ss.
COUNTY OF SUMMIT)

On this ____ day of ________________, 2009, personally appeared before me _____________________________, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _________________________ (*title or office*) of ____________________ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _______________________ *(title)* for _______________________________, a _______ corporation.

____
Notary Public

ADDENDUM "A"

SCOPE OF SERVICES

Fee Breakdown for the Iron Horse Transit Facility - Park City							1-May-09
Consultant	Task 1 Start Date 4/1/09 End Date 8/11/09	Task 2 Start Date 8/11/09 End Date 10/2/09	Task 3 Start Date 10/2/09 End Date 11/2/09	Task 4 Start Date 11/2/09 End Date 12/16/10	Task 5 Start Date 12/16/10 End Date 12/31/10	Total Fee	Other Direct Costs (reimbursables)
Cooper Roberts Simonsen Associates Architect of Record	$39,906	$131,799	$12,657	$79,787	$16,964	$281,113	$3,245
RNL Design - Transportation Architect	$156,147	$4,000	$0	$6,000	$0	$166,147	$17,760
Maintenance Design Group - Maintenance Consultant	$21,994	$33,644	$1,474	$11,228	$1,915	$70,255	$10,417
Carl Walker - Parking Garage Consultant	$15,173	$45,130	$3,514	$18,234	$1,989	$84,040	$4,200
R2H - Structural Engineer	$6,165	$21,496	$2,275	$3,509	$563	$34,008	$0
Colvin - Mechanical Engineer	$24,596	$37,716	$2,947	$8,115	$1,628	$75,002	$0
Spectrum - Electrical Engineer	$2,332	$18,168	$965	$7,157	$1,407	$30,029	$0
JUB - Civil Engineer	$10,868	$9,264	$0	$0	$4,962	$25,094	$0
AGEC - Soils Engineer	$3,780	$3,933	$0	$297	$0	$8,010	$0
Construction Control Corp. - Construction Management Consultants	$17,060	$23,700	$7,644	$160,274	$0	$208,678	$0
Totals	$298,021	$328,850	$31,476	$294,601	$29,428	$982,376	$35,622

Buy America - The SERVICE PROVIDER agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Energy Conservation - The SERVICE PROVIDER agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Clean Water - (1) The SERVICE PROVIDER agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The SERVICE PROVIDER agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The SERVICE PROVIDER also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification
required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person

or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the SERVICE PROVIDER agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the SERVICE PROVIDER which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. SERVICE PROVIDER also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to SERVICE Provider's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. The SERVICE PROVIDER agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The SERVICE PROVIDER agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case SERVICE PROVIDER agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

4. FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes - SERVICE PROVIDER shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. SERVICE Provider's failure to so comply shall constitute a material breach of this contract.

Clean Air - (1) The SERVICE PROVIDER agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The SERVICE PROVIDER agrees to report each violation to the Purchaser and understands and agrees that the
Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The SERVICE PROVIDER also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Recovered Materials - The SERVICE PROVIDER agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Davis-Bacon and Copeland Anti-Kickback Acts

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the SERVICE PROVIDER and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the SERVICE PROVIDER and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the SERVICE PROVIDER and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the SERVICE PROVIDER, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the SERVICE PROVIDER shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the SERVICE PROVIDER does not make payments to a trustee or other third person, the SERVICE PROVIDER may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the SERVICE PROVIDER, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the SERVICE PROVIDER to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the SERVICE PROVIDER and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the SERVICE PROVIDER, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative,

will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the SERVICE PROVIDER under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the SERVICE PROVIDER or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the SERVICE PROVIDER, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the SERVICE PROVIDER during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the SERVICE

PROVIDER shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. SERVICE Provider's employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The SERVICE PROVIDER shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(2)

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the SERVICE Provider’s or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the SERVICE PROVIDER will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the SERVICE PROVIDER will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The SERVICE PROVIDER shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the SERVICE PROVIDER (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the SERVICE PROVIDER certifies that neither it (nor he or she) nor any person or firm who has an interest in the SERVICE Provider’s firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29

CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

No Obligation by the Federal Government.

(1) The Purchaser and SERVICE PROVIDER acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, SERVICE PROVIDER, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The SERVICE PROVIDER agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The SERVICE PROVIDER acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the SERVICE PROVIDER certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the SERVICE PROVIDER further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the SERVICE PROVIDER to the extent the Federal Government deems appropriate.

(2) The SERVICE PROVIDER also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the SERVICE PROVIDER, to the extent the Federal Government deems appropriate.

(3) The SERVICE PROVIDER agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the SERVICE PROVIDER is required to verify that none of the SERVICE PROVIDER, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The SERVICE PROVIDER is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **the City**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **the City**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the SERVICE PROVIDER agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the SERVICE PROVIDER agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the SERVICE PROVIDER agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The SERVICE PROVIDER agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the SERVICE PROVIDER agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the SERVICE PROVIDER agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the SERVICE PROVIDER agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the SERVICE PROVIDER agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the SERVICE PROVIDER agrees to comply with any implementing requirements FTA may issue.

(3) The SERVICE PROVIDER also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **3 %.** A separate contract goal of 3% DBE participation has been established for this procurement.

b. The SERVICE PROVIDER shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The SERVICE PROVIDER shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the SERVICE PROVIDER to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **the City** deems appropriate. Each subcontract the SERVICE PROVIDER signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **concurrent with and accompanying sealed bid**:

1. The names and addresses of DBE firms that will participate in this contract;

2. A description of the work each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;

5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above **with initial proposals** (*see* 49 CFR 26.53(3)).

The SERVICE PROVIDER is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the SERVICE Provider's receipt of payment for that work from the **CITY**. In addition, **the SERVICE PROVIDER may not hold retainage from its subcontractors. [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the The CITY and SERVICE Provider's receipt of the partial retainage payment related to the subcontractor's work.**

e. The SERVICE PROVIDER must promptly notify **The City**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The SERVICE PROVIDER may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **the City**.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The SERVICE PROVIDER shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause The City to be in violation of the FTA terms and conditions.

Ironhorse Transit Expansion
Revenue\Expense Loaded Project Schedule

	2009 April	2009 May	2009 June	2009 July	2009 August	2009 September	2009 October	2009 November	2009 December	2010 January	2010 February	2010 March	2010 April	2010 May	2010 June	2010 July	2010 August	2010 September	2010 October	2010 November	2010 December	2011 January
Secured FTA Grants	$2,548,204																					
ARRA Funds (Pending)						$3,000,000																
Forecasted FFY 2010 FTA Appropriations								$2,500,000														
Forecasted FFY 2011 FTA Appropriations																				2,451,796		
Revenue Subtotal	$2,548,204	0	0	0	0	$3,000,000	0	$2,500,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2,451,796	$ -	$ -
Preliminary Design	$150,000	$150,000																				
Design			$170,000	$170,000																		
Bid and Contract					$40,000																	
Construction						$612,283	$612,283	$612,283	$612,283	$612,283	$612,283	$612,283	$612,283	$612,283	$612,283	$612,283	$612,283	$612,283	$612,283	$612,283	$612,283	
Post Construction																				$11,733	$11,733	
Expense Subtotal	$150,000	$150,000	$170,000	$170,000	$40,000	$612,283	$612,283	$612,283	$612,283	$612,283	$612,283	$612,283	$612,283	$612,283	$612,283	$612,283	$612,283	$612,283	$612,283	$624,016	$624,016	
Available Cash Balance	$2,398,204	$2,248,204	$2,078,204	$1,908,204	$1,868,204	$4,255,921	$3,643,637	$5,531,354	$4,919,071	$4,306,787	$3,694,504	$3,082,220	$2,469,937	$1,857,654	$1,245,370	$633,087	$20,804	($591,480)	($1,203,763)	$624,016	$0	$0