PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
APRIL 22, 2010

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, April 22, 2010.

Closed Session
2:30 p.m. Personnel, property and litigation

Work Session

3:50 p.m.	Council questions/comments	
4:00 p.m.	Automatic forfeiture procedures for City boards.	P. 6 - 8
4:15 p.m.	Traffic and Transportation Master Plan Study	P. 76 - 101
4:35 p.m.	Sundance debrief • Presentation • Public input	P. 9 - 20
5:00 p.m.	Norfolk reconstruction project • Presentation • Public input	P. 21 - 63
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 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 grant of utility access and maintenance easement to Racquet Club Village Condominiums, in a form approved by the City Attorney P. 64 - 69

2. Consideration of a service agreement with Rocky Mountain Power for design and construction services for the Bonanza Drive Reconstruction Project in the amount of $131,830, in a form approved by the City Attorney P. 70 - 75

3. Consideration of a professional services agreement with InterPlan Company for consultant services related to the traffic and transportation master plan study in an amount of $262,296 in a form approved by the City Attorney P. 76 - 101

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

1. Consideration of an Ordinance approving a one year extension of the approval of a plat amendment for the Main Street Mall, located at 333 Main Street, combining Lots 7-15 and 18-26, Block 11, Amended Park City Survey, Park City, Utah
   (a) Public hearing
   (b) **Motion to continue to May 6, 2010**

2. Consideration of a Resolution confirming the sale and authorizing the issuance of up to $9,000,000 general obligation bonds of the City in one or more series; and providing for related matters P. 102 - 129
   (a) Public hearing on (1) the issuance and sale of the City's general obligation bonds, 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 and paying the costs incurred in connection with the issuance and sale of the general obligation bonds and (2) the potential economic impact that the facilities will have on the private sector
   (b) Action

3. Consideration to authorize the execution of an Agreement, in a form approved by the City Attorney, with MWH Americas, Inc., to provide Construction Management Services for the Quinn's Junction Water Treatment Plant in an amount of $375,129 P. 130 - 154

4. Consideration of City Council determination to refer any Appeal regarding Treasure Hill Conditional Use Permit to an independent Appeal Panel, to be appointed at the time of any such Appeal P. 155 - 156

VI ADDITIONAL DISCUSSION – AGENDA ITEMS

VII ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted.

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

Wireless internet service available in Marsac Building on Wednesdays and Thursdays – 4 p.m. to 9 p.m.

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
APRIL 29, 2010

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not** hold its regularly scheduled meeting on Thursday, April 29, 2010.
Posted: 04/19/10
See www.parkcity.org

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

April 2010

29 **Alex and Cindy gone**
No meeting

May 2010

6 Parking program update (30 min.)
Presentation of budget – work
BOA interviews (3:45 – 5:45 p.m.)
PC Heights annexation
Acceptance and award of Pavement Management Bids – PE
MFL – RU In run
MFL – Running with Ed
Ordinance approving a one year extension of the approval of a plat amendment for the Main Street Mall, located at 333 Main Street, combining Lots 7-15 and 18-26, Block 11, Amended Park City Survey, Park City, Utah

13 **Dana gone** - 5/7 – 5/20
No meeting

20 Budget – work
Environmental update and prioritization (1 hr)

27 Budget – work
Public Art Program

June 2010

3 Budget – work
Special events

10

17

24

July 2010

1

8 **No meeting**

15

22

29

Pending Items:

Resolution approving a Memorandum of Understanding with the Park City School District for the SR248 Tunnel
Outdoor dining on Main Street – encroachment permits
Transportation master plan – MC
MFL and special event Code amendments
Open space maintenance

U S Postal Service gang boxes in Old Town - MC
Quinn's WTP Building Construction Contract – TT
Special event prioritization – work
Performance measures (work)
Resolution amending (or replacing) Resolution No. 20-07, adopting Affordable Housing Guidelines and Standards for Park City, Utah
Wild land interface issues

PARK CITY 1884

City Council Staff Report

Subject: Automatic Forfeiture Process for Boards & Commissions
Authors: Michael Kovacs, Assistant City Manager
Departments: Executive
Date: April 22, 2010
Type of Item: Legislative: Work Session Only

Summary Recommendations:

Discuss a potential code change to allow for automatic forfeiture procedures for City Boards.

Topic/Description:

Attendance at City boards (Board of Adjustment, Planning Commission, Historic Preservation Board, Recreation Board, Library Board, Public Art Advisory Board) has been good, yet Council is occasionally faced with the need to remove a member due to poor attendance. Many non-profit organizations and local governments utilize an automatic forfeiture provision that makes the process easier and puts the responsibility squarely on the delinquent board member.

Background:

A Council member has asked about board attendance and how we may be able to avoid potential pitfalls associated with the process to remove a member sometime in the future. Although rare, we have had issues with this in the past and inevitably, someone who has great intentions will apply and be put on a City board, but will be too busy to effectively serve, placing the Council in a situation to have to remove the member. The Building, Planning, and Engineering Team discussed the concept of an automatic forfeiture as a process that could be used as an alternative to the current system where Council must address the board member's behavior and vote to remove them.

The current code says that if a board member misses 2 consecutive meetings or 4 regularly scheduled meetings in a year, that the either the Mayor may remove the member, with the advice and consent of the Council, or that the member may be called before the Council and removed, depending on the exact board and code language (BOA, 15-10-4, HPB, 15-11-4, Planning Comm. 15-12-3, Rec., 2-4-14, Library 2-4-15 A). BOA board members are entitled to a public hearing if they wish. The Public Art Board was created by resolution and there are no removal processes or requirements outlined for them.

Analysis:

An automatic forfeiture could exist based on the number of times a board member missed meetings. Excellent attendance records must be maintained by all managers charged with staffing City boards to make this system work and courtesy calls to a member when they're getting close would be paramount. A common forfeiture method is the "3 in a row" rule. To this, we could add wording concerning a total number of allowable missed meetings in a year, for example you can miss 4 total, but if you miss your 5th meeting, you're off the board. The degree of strictness is up to you. The concept of an automatic forfeiture has some risks as it takes the step of an affirmative removal action by the Mayor or Council away and members could forget in time about the forfeiture process. Additionally, having a Mayor/Council initiated process provides a greater ability to address the board member who misses just enough meetings to stay ahead of the process and therefore perpetually avoid an automatic removal based upon a hard and fast number, unless an additional year total limitation is also imposed.

Department & External Review:

The report has been reviewed by the Legal department and City Manager.

Alternatives:

A. Approve:
Direct staff to bring back an ordinance with automatic forfeiture processes.
B. Deny:
Do not initiate any action.
C. Modify:
Examine a different solution.
1. Increase administrative support to each commission and board chairperson so they receive periodic reports on attendance. The Mayor could request that all chair positions monitor such and inform individual members of a perceived problem as soon as it arises so there is an opportunity to address prior to formally forwarding the matter to the Mayor and Council.
2. The Mayor and Council could ask for a periodic report on attendance from each chair and otherwise leave it the respective commission or board to proactively raise, unless an actual citizen or staff complaint is received.
3. Address and brainstorm the matter collaboratively in a joint session format with the other boards and commission. Alternatively, have the Mayor meet with the chairperson of each to receive input.
D. Continue the Item:
Table the item to more fully consider the implications and or get more public input.
E. Do Nothing:
Always an option.

Significant Impacts:

Public discussion on an ordinance could begin questions regarding a specific individual board member or a particular board or commission, even if that is not even remotely intended. It could also create some tension with current board members or limit future application pools if otherwise qualified candidates feel the rules are too rigid for our active and admitidly travel-prone population. Additionally, a question could arise to whether Council will adopt auto-forfeiture processes for themselves. On the positive side, the Council would be taking a pro-active step to address any future poor attendance issues with our boards and the removal of a problematic non-attending member in the future would be basically self-initiated and non-political. An automatic standard would also increase staff time in constantly monitoring all member attendance. There is a risk if staff misses a count and a member stays on who should have been automatically removed, perhaps causing political and legal issues.

Consequences of not taking the recommended action:

The matter is for Council discussion on future problem solving. If Council decides against any change, Council retains the power to remove non-attending members based upon the existing processes referenced in the Background section above.

Recommendation:

Discuss a potential code change to allow for automatic forfeiture procedures for City Boards. Provide direction to staff whether to return with specific ordinance revisions.

City Council
Staff Report

Subject: **Event Debrief - 2010 Sundance Film Festival**
Author: **Max J. Paap and Jonathan Weidenhamer**
Department: **Sustainability**
Date: **April 22, 2010**
Type of Item: **MFL- Informational Update**

Summary Recommendation:
Council should review the wrap-up report which includes the status of the performance of the 2010 Supplemental Plan. Council should provide input moving forward for the 2011 Festival

Background:
In October of 2005 Park City Municipal Corporation and the Sundance Institute entered into along term agreement for eleven (11) years, 2007 through 2018 with an option to renew for an additional ten (10) years. The Sundance Institute has agreed to tri-annually review the dates of the festival to reduce possible conflicts for sections of the business community where they can, while maintaining the success of the festival.

Council should re-affirm the continued cooperative effort between the Sundance Institute and Park City Municipal Corporation to provide open and responsive communication to the citizens, visitors, and businesses to better ensure responsible mitigation for those impacted by events of this magnitude. This debrief was pushed back to a later date to allow Sundance to report on this year's economic analysis. However the Institute does not have it finalized at this time. The information will be made available when upon completion. Staff will return to Council in the fall to roll out plans for the 2011 Sundance Film Festival and address any comments brought forth from this public input opportunity.

Analysis:
By all general accounts the 2010 Sundance Film Festival was a success. The Institute has provided a wrap report in a memorandum (Exhibit A) and will give a supporting verbal presentation during the Council meeting. During the meeting the Institute will also provide the annual analysis of the Festival's local economic impact. Exhibit A is City staff summary of the issues raised at the joint de-brief session. Exhibit B is specific input raised regarding the changes resulting from the 2010 Supplemental Plan approval. This more detailed analysis will address the following areas:

- Traffic, circulation, and access in and around Old Town, particularly on Park Avenue between 7th – 9th Streets.
- China Bridge pricing plan
- Venue load-in mitigation and Parking mitigation in and around the Racquet Club
- Refinements to Sundance Customer Service Hotline

<u>1. Old Town Traffic, Circulation, Access, and Transit (7th – 9th Street on Park Ave.)</u>

Staff met with business owners in this location pre-festival and devised specific local modifications to the overall Old Town traffic plan to reduce impacts of the Festival. The major modifications included changing one-way movement along Heber Avenue from a westbound movement to one that is eastbound. This kept Heber Avenue a mostly 'bus only' traffic lane, while allowing for local commerce access to the businesses on Park Avenue between 7^{th} – 9^{th}. Lastly the on-street parking along both sides of Park Avenue; between Heber Avenue and 9^{th} Street was replaced with 15 minute 'Drop and Load' zones to help facilitate deliveries, and shorter term visits to those retail businesses during the Festival.

With the exception of minor concerns raised by the Transit Team, all parties agreed this was a better plan in that maintaining southbound access on Park Avenue was advantageous for customer access, ease for deliveries and an overall maintenance of broader Old Town traffic, circulation access and traffic issues.

2. <u>China Bridge Pricing Structure and Management</u>

The 2010 Plan introduced a sliding pay scale for China Bridge. It began at $20 per day on Friday and was reduced to $10 per day on Wednesday for the duration of the festival. Historical trends of decreased parking demand in China Bridge supported this strategy, as did input from the HBMA. General use trends this year indicate this strategy was effective in raising customer demand during the latter portion of the festival (Exhibit C). Due to the increased demand, there were minimal impacts to the overall revenues created. Moving forward staff will consider moving the $10 fee up a day to start on Tuesday based on the use patterns. Additionally we will recommend keeping the surface lots at $20 for the entire festival as we've found this helps move patrons to China Bridge, ultimately aiding in the reduction of traffic in the Swede Alley bus lanes and encouraging manageable use of the garage. The HMBA intends to provide verbal input at their monthly meeting on April 20, 2010.

3. <u>Racquet Club - Venue Load-in and Parking mitigation</u>

PCMC Staff collaborated with Sundance and the HOA for the Racquet Club Condos to identify additional mitigation measures. This year there were only two formal complaints received in regards to the operations at the Racquet Club. One during the load in and a second in regards to the parking situation at the adjacent condominiums. Each complaint was responded to in-writing within 12 hours.

Ultimately four new measures were agreed to. First we granted an additional day for load in, which allowed the work to stop by 8 pm. On one occasion the time was mistakenly not met by a subcontractor. This resulted in a complaint that went through the Sundance Customer Service Line. Sarah Pearce responded immediately in writing (Exhibit B), took ownership, and subsequently the issue was not repeated.

Secondly, each day PCMC placed and monitored daily *'No Parking'* barricades along both sides of South Racquet Club Drive all the way to the third cul-de-sac (Yonex Court). This same barricades plan was mirrored along both sides of North Racquet Club Drive (to Spaulding Court). Large signs were intermittently posted with language stating the area is '*Resident Parking Only- Tow Enforced' (Park City Towing 435-645-7775)* We additionally established clearer lines of communication between PCMC and the Racquet Club HOA, particularly to address towing situations. The HOA was responsible for towing vehicles.

Thirdly, PCMC employed Ampco to physically staff the nearest entrance to the south of the Racquet Club Condos (Racquet Club Drive). This staffing occurred during the awards party (30 minutes before through 30 minutes after) and for the first 4 days of the festival from 4:00 pm to 10:00 pm. Input from the HOA declared this to be extremely effective in minimizing impacts of parking and taxi staging. We will consider next year expanding the program for the length of the festival as ongoing dialogue responding to a second complaint requested extension of the service, citing it as very beneficial (Exhibit B).

Lastly, Sundance continued to proactively educate their volunteers and the general public about appropriate locations to park and "NO PARKING" language at the Racquet Club Venue. This language was published in their 2010 Film Guide, and their website included numerous links to reinforce the messaging.

<u>4. Sundance Institute Customer Service Line</u>
2010 Operations continued to refine the customer service outreach line as well as their responsiveness. This year Sundance continued this service covering the hours from 7pm - midnight and trained their agents to be prepared for local feedback regarding our operations and to forward all operations related messages directly to Sarah Pearce for follow up.

On the front end, similar to their commitment to address no parking at the racquet club they used various outlets to proactively get the word out about their feedback line including the Park Record, KPCW, information booths, the Box Offices, and door to door flyer distribution to neighbors around the Racquet Club.

Although operational complaints were limited, staff believes Sundance's ongoing efforts to be responsive were effective and sufficient. As with 2009, Sarah Pearce, Director of Festival Operations personally responded to both complaints regarding operational issues.

Department Review:
The Transit, Parking, Streets, Sustainability, Police, Building, and Legal Departments have reviewed this report and have made their comments.

Significant Impacts:
By allowing the public to provide input on the operations of the festival it provides an open and responsive line of communication to mitigate any major impacts.

<u>Thinking Ahead</u>
The following areas are take-aways, identified by the Institute. Staff agrees working as partners to jointly address these issues is vital to the ongoing relationship between Park City and the Institute and critical to the ongoing success of the Festival in Park City:

- We are very concerned about losing Racquet Club - there aren't any good alternative venues to replace this “in-town” 600-seat theatre. Losing this venue or replacing it with a smaller, out of town option may mean fewer tickets for the public.
- Transportation continues to be an issue. We receive complaints every year that our patrons are frustrated with the difficulties and time it takes to travel between venues.
- Sundance Film Festival remains one of the top three festivals in the world. In order to keep this status we must watch our competition and stay ahead. Easy access to good venues and the overall audience experience plays a big role in this.
- Thinking ahead we want to focus on improving the audience experience overall by making processes easier and the event more affordable and accessible. The easier it is to get in and around the festival the more films people will see achieving our mission of connecting artists and audiences and in turn encouraging more people to come to Park City and participate. We definitely need to work together to achieve this goal.

Recommendation:
Council should review the wrap-up report which includes the status of the performance of the 2010 Supplemental Plan and provide input moving forward for the 2011 Festival.

Exhibits

Exhibit A	Sundance memorandum
Exhibit B	Specific De-Brief Input on Supplemental Plan Changes
Exhibit C	2007-2010 Parking Comparisons

Exhibit A – Sundance Institute Memorandum

2010 Sundance Film Festival
City Council Wrap Report

2010 Program Overview
In planning for the 2010 Sundance Film Festival, we decided that there was an urgency to look fresh and evolved. As a non-profit organization we were (and still are) facing many uncertainties with the financial crisis, major staff changes, fear of shrinking attendance numbers and lack of sponsors' renewals. Our mantra was "remain vital and protect the core".

Though nearly impossible to define through metrics, the unanimous feedback we heard was that the festival felt different. Good vibes, good movies, excellent conversations and fun. The general consensus was that it was one of the best festivals in years with regards to film programming.

The INDUSTRY was reinvigorated which was amazing in this financial downturn. Film sales were up...not at the level of prices per film but the total films sold was much higher than in recent years or at other festivals. With 109 films with rights available, 30 have sold so far. The festival sales equate to more people seeing these important films which is in keeping with our mission.

Press Coverage
Coverage during the Festival focused on the re-invigoration of the Festival, a positive self-awareness and energy, anchored by Robert Redford's opening remarks and reiterated throughout the Fest. Highlights included Roger Ebert's return after a long hiatus to Park City --and very public yet also personal reunion with Mr. Redford at the Egyptian Theatre; coverage and excitement surrounding the presence (or lack thereof) of Banksy, his art and the inclusion of his film; access to tickets for local residents; the addition of three premiere films; true "celebrity" in the form of Nobel Winners, environmentalists and Bill Gates; Sundance Film Festival USA and the Redford/Klein panel, as well as the beautiful story about *A Small Act*, to name but a few highlights.

Total number of accredited journalists was 1204. Domestic: 1099; International: 105

From the period of December 1, 2009 through February 28, 2010, we generated in excess of 12,600 print and online articles and over 1400 broadcast stories with an estimated publicity value of $18,567,650. This is an increase of almost 50% for the same time period last year.

All the wire services, all the major newspapers (*USA Today*, *WSJ*, *LA Times, NY Times* and top 100+ markets) and major broadcast outlets (including extensive coverage by MSNBC, FOX, ABC, CBS, NBC and AP Broadcast) and, additionally, PBS, MTV, VH1 and Voice of America. CNN featured seven segments all of which repeated. NPR featured the Festival on *All Thing Considered*, *Morning Edition* and many online segments. American Public Media ran segments on *Marketplace*. And we worked with *Democracy Now!* to broadcast from the Festival for six days, each morning airing a live show.

In addition to the film trades, the nation's most read consumer magazines covered us: *Time*, *The Economist*, *New York*, *Los Angeles Magazine, Forbes*, *Vanity Fair, People*, *W*, *US Weekly*, *OK!, InStyle, Rolling Stone* and *Business* Week*.* Outlets targeted to affluent consumers included: *Condé Nast Traveler*, *Forbes*, *Haute Living*, *L'Officiel*, *T*, *Town & Country*, *Travel and Leisure*, *Vanity Fair* (both U.S. and international editions), *Vogue*, *Wall Street Journal*, *WWD, The New Yorker, Artforum, Juxtapoz Magazine, The Art Quarterly, Aesthetica* Magazine *(UK), T: The New York Times Style Magazine*, *Art Info, Elan* (M*uslim Cul*ture *ma*gazine) and *Artworks*. We also had a tremendous press presence on the Internet and in the blogosphere, from the websites of all the major press outlets and film industry trades to popular sites such as The Huffington Post, Wired.com, Slate, Salon, Metromix, Time Out, Spotblog, Defamer, Filter, Flavorpill, Youtube, CNET and Hulu.com. It is worth mentioning here that most of the bylines read: PARK CITY.

The BBC covered Sundance Film Festival extensively (10 segments). Australian Broadcasting, Canadian Television, Canal + (France), Canal + (Spain), Channel 4, CNN International, EuroNews, ITN (International Television Network), RAI (Italy), and ZDF (Germany) were among the prominent international broadcast services which featured news of the Festival on air and on their highly trafficked websites.

We were covered either by attending reporters or wire stories in the world's most widely read newspapers, including but not limited to: *The Times of London*, *The Guardian*, *The Financial Times*, *The Daily Telegraph*, *Corriere della Sera* (Italy), *Arab Times, El Mundo* (Spain), *The National*, *Le Monde* (France*), O Globo* (Brazil), *Sydney Morning Herald, Times of India,* and *El Mercurio* (Chile).

Locally in Utah, we arranged for Robert Redford to be on the cover of *Salt Lake* Magazine, featuring interviews both with him and with Utah local Trevor Groth, as well as a brief history of Festival highlights. We had extensive coverage on KSL (TV and radio), Fox 13, KTVX, KPCW, KUER, *Salt Lake Tribune*, *The Park Record*, *Deseret News*, *Provo Herald* and *Ogden Examiner*, running the gamut from filmmaker interviews to ticket updates, to film reviews and man-on-the-street segments/ photo ops. We had some initial buzz related to our decision to screen *8: The Mormon Proposition*, but strong messaging diffused any potential negative press.

The four-color, glossy *Inside Sundance Institute* features informative articles on the non-profit Sundance Institute and all of its programs; profiles of artists supported by the Institute, as well as information on the Sundance Film Festival screenings, performances, venues and more. Because Faircount Media paid for the publication with ad sales, the magazine was produced at no cost to the Institute. We distributed the publication throughout Park City the 10 days of the Festival. We plan to go forward with the publication again in 2011 and 2012.

The Power of the Festival

Yael Hersonski, the Israeli filmmaker of *A Film Unfinished*, was in the audience at the Holiday Cinemas watching the premiere of the Palestinian filmmaker Raeda Andoni's *Fix Me*.

People are still talking about the Festival's "Can't Be Done" panel with Nobel Laureate Muhammad Yunus (Grameen Bank, featured in *To Catch A Dollar*), education reformer Geoffrey Canada (Harlem Children's Zone, featured in *Waiting for Superman*) and environmental visionary Lester Brown (Earth Policy Institute, featured in *Climate Refugees*). Moderated by Sally Osberg, President and CEO of the Skoll Foundation, the panel explored how "stories, images and creativity will open up your heart and inspire you to make a difference."

After Jennifer Arnold's documentary, *A Small Act*, had its first screening at the Festival, audience members started pledging their financial support to Chris Mburu's Hilde Back Education Fund, which sponsors the brightest and most disadvantaged children in Kenya. They walked away with over $10,000 for the foundation, including one very generous $5,000 gift from a fellow filmmaker and a $5,000 match from another audience member. Others gave smaller donations. Over the course of the festival, the film received more than $80,000 in audience donations.

The Real Celebrities
Among the people attending the Festival and participating in conversations about films and issues:

- Microfinance pioneer and Nobel Laureate Muhammad Yunus (Grameen Bank)
- Education reformer Geoffrey Canada (Harlem Children's Zone)
- Dr. Koko Warner, head of the Environmental Migration, Social Vulnerability, and Adaptation Section at the United Nations University Institute for Environment and Human Security (UNU-EHS)
- Lester R. Brown, President, Earth Policy Institute
- Walter Murch, Oscar-winning film editor
- Jeff Skoll, Chairman, Skoll Foundation
- Sally Osberg, President and CEO, Skoll Foundation
- Robert Redford, President and Founder, Sundance Institute
- Rachel Goslins, Executive Director, President's Committee on the Arts and Humanities
- Karen Greenberg, Executive Director, NYU's Center on Law and Security
- Amy Goodman, *Democracy Now*
- Ruby Lerner, Executive Director, Creative Capital
- Michael Ratner, President, Center for Constitutional Rights
- Anne-Imelda M. Radice, Ph.D., Director, Institute of Library and Museum Services
- Jose Munoz, NYU Tisch School of the Arts
- Michelle Norris, NPR
- Artist-in-residence at the Center for American Progress, Anna Deavere Smith
- Author and activist Naomi Klein
- California Senator Barbara Boxer
- San Francisco Mayor Gavin Newsom

WORLD-RENOWNED ARTISTS AT SFF2010
We also had world-renowned artists who have shown their works at the Tate, the Guggenheim, the Venice Biennale and other locales, including:

- **Gina Czarnecki** (The Works of Gina Czarnecki: Nascent, Cell Mass N2, Infected)
- **Anna Deavere Smith** (The Many Faces of Anna Deavere Smith)
- **Petko Dourmana** (Post Global Warming Survival Kit)
- **Jens Franke, Thomas Gläser** (The Earthwalk)
- **Johan Grimonprez** (Double Take)
- **Shirin Neshat** (Women Without Men)
- **Ragnar Kjartansson** (The End)
- **Pippilotti Rist** (Pepperminta; Lobe of Lung: The Saliva Ooze Away to the Underground)
- **Tracey Snelling** (Bordertown)
- **Sam Taylor Wood** (Nowhere Boy)

Community Screenings & Tickets

- We hosted five free community screenings with total attendees of 1215 including the Indian Walk In Center, Kamas and the Summit County Resident Screening
- 423 community tickets were given away to groups like The Nature Conservancy, ACLU, NAACP, Utah Rivers Association and the Utah Education Foundation

Filmmakers in the Classroom Program

- We screened 20 films at the Park City High School Lecture Hall to more than 2000 students
- 230 tickets were given to students to see public screenings, including the Park City Advanced Spanish class and Advanced Economics & Political Science students and the Roosevelt High Native American school.

High School Screenings

- We showed 16 films to 4377 students from 53 schools from up and down the Wasatch Front.
- This program continues to be well received by filmmakers, students and teachers alike.

Comments from Filmmakers

- The filmmakers from *Freedom Riders* commented that they didn't need to win an award: "*We just showed it to 500 high school students and they GOT it. We've already won*."
- The filmmaker from *BUS*, Yasmine Novak - "*I would like to take this opportunity to tell you something about the special experience I had at the festival.*
  For me it was the most rewarding event - the lecture at Park City High school.
  I came early in the morning thinking I will be screening my political film to a crowd of dozing hollow eyed kids, but the interest that followed the screening was something I could only dream of. It was like I opened a door to a new world to these kids, they asked many questions with a great thirst for knowledge and I was very pleased to see that my expectations were wrong:
  Sundance is by far the best crowd festival I have been to, and this includes the teens too. This is the reason you make films. "

Attendance & Economic Impact

Attendance was on par with last year – the economic impact numbers will be released in the next couple of weeks.

Operational Issues

- Both the City and Sundance worked hard to keep up with snow removal in town over the first weekend. We did receive numerous complaints about this both during the festival and in our post-festival survey.
- Several customer service amenities were cut due to our non-profit budget constraints and the post-festival survey shows the audience noticed.
- We improve our ticketing system every year and we received much praise this year with the addition of the online film guide. However, this was also one of the biggest customer service complaints as the guide wasn't fully integrated with the ticketing system. Ticketing overall remains cumbersome and

complicated to many. Our biggest priority going forward will be to fully integrate ticketing and the online film guide and make the process easier to navigate.

- The Sponsor Tents on Heber Avenue were well received. Many thanks to all the City departments that helped us pull that off. The sponsors were pleased with the public attention they received but want to pursue using an existing building in the future.
- The unofficial companies that come to the Festival continue to be a problem for our brand and our sponsors.

Thinking Ahead

- We are very concerned about losing Racquet Club - there aren't any good alternative venues to replace this " in-town" 600-seat theatre. Losing this venue or replacing it with a smaller, out of town option will mean less tickets for the public.
- Transportation continues to be an issue. We receive complaints every year that our patrons are frustrated with the difficulties and time it takes to travel between venues.
- Sundance Film Festival remains one of the top three festivals in the world. In order to keep this status we must watch our competition and stay ahead. Easy access to good venues and the overall audience experience plays a big role in this.
- Thinking ahead we want to focus on improving the audience experience overall by making processes easier and the event more affordable and accessible. The easier it is to get in and around the festival the more films people will see achieving our mission of connecting artists and audiences and in turn encouraging more people to come to Park City and participate. We definitely need to work together to achieve this goal.

Exhibit B – Specific De-Brief Input on Supplemental Plan Changes

Traffic, circulation, and access in and around Old Town, particularly on Park Avenue between 7th – 9th Streets.

- *As a whole, both PCMC and Sundance agreed that the Traffic Mitigation Plan, which includes parking, circulation and traffic management plan, facilitated a safe and low impact festival. There were no negative comments from the businesses along Park Avenue, I think that this can be attributed to the extensive outreach pre-festival by both PCMC and the Sundance Institute. True to form, the first weekend was the busiest and public safety access and public transportation were able to move about with few problems. The southbound traffic flow proved to be both effective and safe throughout the festival.*
- *Taking the paid parking off of both the east and west side of Main Street provided ease in deliveries and private transportation providers. The drop and load zone in Swede Alley also proved to be again successful in keeping transit routes flowing freely.*
- *On the first Tuesday of the festival PCMC was notified by HMBA membership that there was some concern that traffic flows were down and they wanted to restore some portion of the Pay and Display parking back to certain portions of Main Street. PCMC Parking, Police, Building, and Sustainability met on Tuesday, January 26 to analyze the parking flows on Main Street. In 2009, we were able to return a portion of Main Street back to Pay and Display on the first Wednesday of the festival. After discussion with Public Safety on this issue we were reminded of response times to some disturbances in 2009 that they felt could have been improved had we kept the Drop and Load program in place for the entire festival. HMBA membership was notified of that recommendation and written notice was given to the membership. Staff felt that by reducing the China Bridge daily parking rate to $10 per day on that Wednesday would provide a viable parking alternative to festival patrons wanting to drive to Old Town, yet not jeopardize public safety and access.*
- *Park Avenue parking restrictions worked well,and no complaints were received by PCMC Events Staff. Should Heber Avenue become another venue for Sundance sponsor activation, Staff would support the same traffic flow patterns that were instituted for the 2011 festival.*
- Park Ave. Businesses
  - *Utah Ski and Golf- Overall went pretty well; very few instances (2) where customers had trouble getting past PD at 7th.*
  - *High West- Only complaint was PD lights shining into restaurant.*
  - *Butchers- No complaints; other than the whole sponsor connectivity to the Kimball.*
  - *Davanzas- No issues; just had to re-educate the officers at 7th each day for their delivery people.*

China Bridge pricing plan

- *The proposed reduction of parking fees in China Bridge was put into place as planned and we were able to decrease the parking fees from $20 per day to $10 per day on the 1st Wednesday of the festival. The entire roof of China Bridge was open to the publically available 'CB' pass. This enabled most Main Street and Old Town employees and residents* *ample parking. PCMC received no negative comments. As is evidenced by (Exhibit B) there was a slight dip in cars parked cars beginning the Monday and Tuesday of the festival with a rebound experienced on Wednesday when the daily price went down to $10. There was also a marked increase in parking numbers on the final three days of the festival.*

- *There were no negative comments from the $50 increase to the guaranteed premium parking pass in China Bridge.*

<u>Venue load-in mitigation and Parking mitigation in and around the Racquet Club</u>

- *PCMC Events Staff worked very closely with the Racquet Club HOA in staffing strategies for this area to mitigate the previous complaints regarding sound and traffic mitigation during screenings at the Racquet Club venue. PCMC was able to secure staffing through their existing contract with AMPCO Parking Services. The monitoring of the entrance of the street went very well for the first 4 days of the festival.*
- *All of our staffing commitments approved by Council in the 2010 Supplemental Plans were fulfilled, and funded by PCMC. Comments (2) from some members of the HOA indicated that analysis should be done to look to increase the amount of staffing days at that east location. In discussions with PCMC and AMPCO the strongest recommendation was to keep that position staffed for the duration of the festival, but research staffing from 4:00 pm to 8:30 pm. The feedback from AMPCO was that there were very few vehicles entering the east entrance after the last screening had begun.*
- *There was one call from a Racquet Club Condo resident on Tuesday when no guard was scheduled to inquire about their presence. I was able to contact that person and explain that the guard presence was only programmed for the first 4 days of the festival and that I would take their comment into account when planning for the 2011 festival.*

<u>Refinements to Sundance Customer Service Hotline</u>

- *Sundance did log two calls to the Customer Service Line regarding operations at the Racquet club venue. One was pre-festival on January 18, 2010 and was in regards to working outside after the 8:00 pm timeline that was rolled out in the operational plan at the Racquet Club for the 2010 Supplemental Plans. Response time to the complaint was addressed by Sundance at 11:23 am on January 19, 2010.*

- *The second call was in regards to staffing at the east entrance to the Racquet Club Condos that was approved to begin at 4:00 pm each of the first 4 days of the festival. The call came in at 2:29 pm, 1 ½ hours before the scheduled start time. PCMC Events Staff personally dropped off the Ampco employee at 4:00 pm that afternoon.*

Exhibit C – 2007 – 2010 Parking Comparisons

SUNDANCE FILM FESTIVAL

2007 - 2010 COMPARISON

	2007 Vehicles Parked	2008 Vehicles Parked	2009 Vehicles Parked	2010 Vehicles Parked	09-'10 VAR	% INCR 09-'10	2007 Total Revenue	2008 Total Revenue	2009 Total Revenue	2010 Total Revenue	09-'10 VAR $	% INCR 08-'09
2 FRIDAY	995	1083	1419	1340	-79	-5.57%	$19,738.00	$21,570.00	$28,382.00	$26,765.00	($1,617.00)	-5.70%
3 SATURDAY	1212	1281	1705	1442	-263	-15.43%	$24,270.00	$25,560.00	$34,016.00	$28,871.00	($5,145.00)	-15.13%
4 SUNDAY	1100	1148	1377	1337	-40	-2.90%	$21,950.00	$22,961.00	$27,556.00	$26,680.00	($876.00)	-3.18%
5 MONDAY	958	844	1140	979	-161	-14.12%	$19,160.00	$16,821.00	$22,810.00	$19,580.00	($3,230.00)	-14.16%
6 TUESDAY	808	739	755	743	-12	-1.59%	$16,080.00	$14,840.00	$15,080.00	$14,880.00	($200.00)	-1.33%
7 WEDNESDAY	604	746	628	923	295	46.97%	$12,070.00	$14,921.00	$12,540.00	$9,300.00	($3,240.00)	-25.84%
8 THURSDAY	784	651	563	1180	617	109.59%	$15,680.00	$13,010.00	$11,241.00	$11,800.00	$559.00	4.97%
9 FRIDAY	831	768	729	1521	792	108.64%	$16,600.00	$15,320.00	$14,610.00	$15,155.00	$545.00	3.73%
10 SATURDAY	1030	1073	818	1634	816	99.76%	$20,580.00	$21,480.00	$16,345.00	$16,320.00	($25.00)	-0.15%
TOTALS	8322	8333	9134	11099	1965	23.61%	$166,128	$166,483	$182,580	$169,351	($13,229)	-7.96%

City Council
Staff Report

DATE:	**April 22, 2010**
DEPARTMENT:	**Public Works**
AUTHOR:	**Kent Cashel, Transportation Manager**
	Matt Cassel, City Engineer
TITLE:	**Norfolk Avenue Reconstruction**
TYPE OF ITEM:	Administrative

<u>SUMMARY RECOMMENDATION</u>:
Council should review Staff's recommended mitigation plan to address parking issues that arose following the 2008 reconstruction of Norfolk Avenue. Council should affirm Staff's plan to complete engineering design and bid the mitigation project for construction and completion no later than October 2010.

A. <u>Background</u>

During the summer of 2008 Park City Municipal Corp. engineering department reconstructed the 800-1300 blocks of Norfolk Avenue as recommended by the City's 2002 Old Town Improvement Study (OTIS). The OTIS (adopted by City Council) recommended that a sidewalk be included as part of the road reconstruction project.

Prior to reconstruction of Norfolk, many residents were utilizing or encroaching within City right of way for (improved and unimproved) parking spaces that were displaced by the new sidewalk.

Following completion of the project, Staff began hearing complaints from residents of Norfolk that residents were parking on the new sidewalk. The timetable below provides a summary of events and actions regarding this issue:

April 22nd, 2009. PC Staff received an individual request from a Norfolk resident regarding several issues related to traffic calming. One issue related specifically to vehicles parking on the newly installed sidewalk.

July 13th, 2009. Upon review of the citizen's request, staff sent a notice to residents stating that parking on the sidewalk was in violation of PCMC 9-2-1(A). Police and Parking Enforcement began placing warnings on vehicles parked on the sidewalk.

July 16th, 2009. PC Staff Received a petition from neighborhood asking the city to review its current parking policy. The basis of this petition was that there was insufficient road width to safely accommodate on-street parking.

July 16 – August 12th , 2009 Staff immediately began looking into the petition and scheduled a public meeting to identify specific issues.

August 12th, 2009. PC Staff held its first public meeting with residents of Norfolk to discuss problems with the reconstructed street and City parking policy.

August 13-September 14th, 2009 A multidisciplinary team including Ron Ivie (Building), Phil Kirk (Police), Matt Cassel (Engineering), Brian Andersen (Parking), Jacguelyn Mauer (Planning), Sayre Brennan and Kent Cashel (Transportation) began meeting to develop potential solutions to neighborhood issues related to the street improvement project and its impact on opportunities for public parking.

September 14th, 2009. PC Staff held a second public meeting with the neighborhood to discuss potential alternatives to the problems raised by Norfolk residents.

Sept-Nov 2009 Staff working with transportation consultant Fehr and Peers completed the following:

- surveys of residents
- parking demand and inventory counts
- developed alternative approaches to address parking issues.

November 11th, 2009 Staff provided City Council with a Manager's report detailing a two phase plan for addressing post reconstruction parking issues that arose on Norfolk (copy of Manager's report attached).

November 2009 Staff held a third neighborhood meeting to discuss 3 alternative approaches to addressing parking issues on Norfolk.

Dec-Jan 2010 Using information gathered from the November neighborhood, staff refined and selected its recommended alternative to addressing parking issues on Norfolk Avenue.

Feb – Mar 2010 Staff completed preliminary engineering for its recommended alternative.

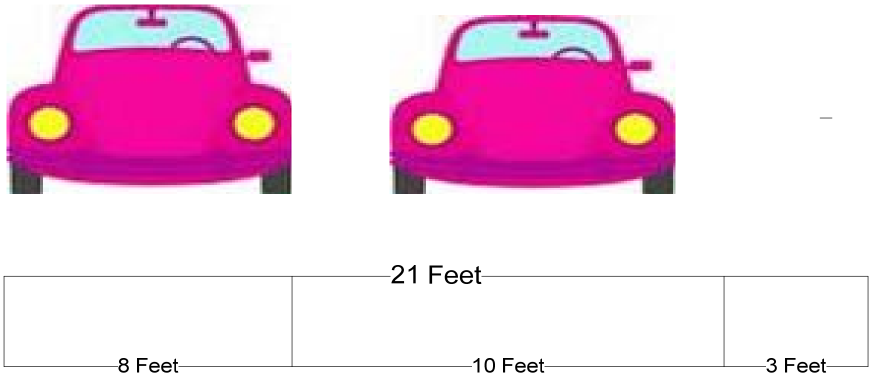
March 29th, 2010 Staff held its fourth and final neighborhood meeting with Norfolk Residents to present its recommended alternative. Neighborhood response to the recommendation was favorable.

B. <u>Analysis</u>

Fehr and Peers Transportation consultants (F&P) were engaged to assist staff in gathering data, reviewing alternative mitigation approaches and selecting a recommended mitigation plan to address parking issues that arose following the 2008 reconstruction of Norfolk Avenue. A copy of the consultant's study report is attached.

Street Dimensions

The graphic below depicts the geometrics of Norfolk Avenue. The street from back of gutter to back of gutter measures 21 feet (16' of pavement with a $2^{1/2}$ foot curb and gutter on each side of road)



With an average car requiring 8’ of width to park, this leaves 13’ of road and gutter for traffic circulation. A standard travel lane requires 10.5’-12’ so this leaves only 1 to 21/2 feet to spare. This spare width is inadequate to allow on-street parking on both sides of street and creates very narrow passing spaces for cars travelling in different directions. These dimensions do not provide adequate width for two-way travel combined with any on-street parking.

On-Street Parking Demand\Supply Study
F&P conducted a parking\demand supply study to determine on-street parking demand and what, if any, shortage of public parking currently exists on the street. The table below summarizes the findings of that study.

Norfolk	Parked Cars Weekday (7:00 am)	Parked Cars Weekday (6:30 pm)	Parked Cars Saturday (1:00 pm)	Peak Demand	Available On-Street Parking Spaces	On Street Parking Shortage
8th – 10th	**22**	**22**	**20**	**22**	**18**	**-4**
10th – 12th	**7**	**15**	**16**	**16**	**0**	**-16**

The table above indicates the need to create a minimum of 4 on-street parking spaces between 8th and 10th street and 16 spaces between 10th and 12th.

Staff and F&P explored numerous alternatives to address on-street parking shortages on Norfolk. These alternatives included:

- One way traffic circulation
- 45 degree angled parking
- One way circulation with angled parking
- Delineation of parking spaces
- Residential permit limitations
- Assigned and numbered parking stalls
- Allow parking on sidewalk
- Remove the sidewalk
- Moving the sidewalk to east side (10th -12th)
- Creation of additional parking spaces within City right of way

Below is a summary of findings for each alternative explored:

One way traffic circulation
This alternative would allow barely enough width to accommodate parking on one side of Norfolk. However, given there are no cross streets available between 8th and 12th streets (10th street is closed due to extreme steep grade from Nov-April). This lack of a year round cross street would significantly lengthen residential trips as individuals would have to use 8th or 12th street to come or go from Norfolk.

During public meetings, F&P and staff received numerous negative comments on this approach. Additionally, one way restrictions on residential streets are often ignored by motorists creating an unsafe condition and the need for enhanced enforcement. Both F&P and Staff agreed this approach was not acceptable.

45 degree angled parking
To provide for 45 degree parking 16' of road width is required to accommodate full size vehicles (some up to 19' in length). This would leave 7' for a travel lane which is woefully inadequate for either two way or one way circulation on the street. Additionally, due to the location of driveways and utilities the number of parking spaces using this approach would decrease. Both staff and F&P concluded that this is not a viable approach.

45 degree angled parking with one way circulation
Both F&P and staff concluded this is not a viable approach (see above).

Delineation of parking spaces
This approach would utilize road striping to mark individual spaces and improve use of existing spaces. The marking would help ensure motorists park in a way that does not occupy more than one on-street space. The City unsuccessfully experimented with this approach in the past in the Main Street core. Snowpack often obscures pavement markings, particularly during peak winter periods, rendering this approach ineffective.

Residential permit limitations
This approach would limit the number of permits available to any individual resident. Currently City Municipal Code 9-5-3 allows each residence to obtain up to five (5) residential permits. Staff believes Section 9-5-3 of the City's Municipal Code, and the number of permits allowed, needs to be revisited. However, a study of residential permits issued on Norfolk indicates that only a very small number of households exceed 2 permits. Staff does not believe reducing the number of permits on the street will address the current parking shortage.

Assigned and numbered parking stalls
This approach would number each off street parking stall (owned and operated by City). These stalls would be assigned to individual residents. F&P and staff believe this approach would prove:

- Difficult to administer
- Difficult to enforce
- Result in inefficient allocation of parking spaces
- Would not address existing parking shortage

Staff does not believe this approach will address parking issues on Norfolk.

Allow parking on sidewalk
This alternative was recommended by several Norfolk residences. Placement of the sidewalk occupied City right of way that previously provided space for off pavement parking. If the City would allow vehicle parking on the sidewalk, the parking shortage could be addressed and safe traffic circulation accommodated. However, several problems with this approach are evident. Parking on the sidewalk:

- Does not provide for pedestrian facility
- Is confusing to pedestrians that may want to use the sidewalk
- Would result in eventual failing of concrete not designed or constructed to handle vehicle weights
- Violates City Municipal Code 9-2-1 which prohibits parking on a sidewalk.
- Presents a risk management issue for the City, property owners and the operator of illegally parked vehicles.

Staff and F&P do not believe this approach is viable.

Removal of non-compliant signage

The graphic above is an example of non-compliant parking signs placed on City streets throughout the City's historic district.

The City's Municipal and Sign Codes govern the placement of any sign whether on private or public property. The photo above is one of many existing parking signs that Staff believe are non-compliant. These types of signs are placed by residents throughout the City's historic district (not only on Norfolk).

The signs create the impression that parking spaces within public right of way owned and maintained by the City are privately held and contributes to inefficient allocation of City owned parking spaces as other residents do not feel free to use them.

Staff recommends that the City needs to increase enforcement regarding the non-compliant signage but does not see that this alone will address the current parking shortages on Norfolk.

Moving Sidewalk to east side (10^{th} -12^{th})

This alternative would remove the sidewalk currently on the west side of Norfolk (8^{th}-10^{th}) and reconstruct the sidewalk on the east side of the street. This alternative would replace 18 parking spaces consumed by current placement of the sidewalk.

The approach also would provide a continuous pedestrian facility on the east side of Norfolk from 8^{th} – 12th. It is important to note that placing the sidewalk on the east side would consume at least 2 unimproved parking spaces located at 1002 Norfolk. This would require residents currently using these spaces to locate less convenient spaces somewhere along the west side of Norfolk.

The Graphic below shows the removal and relocation of sidewalk (10^{th} – 12^{th}).

<u>Creation of 13 additional parking spaces within City right of way (east side 8^{th} – 10^{th})</u>
This alternative would construct up to 13 improved parallel parking spaces on the back side of the existing sidewalk on the east side of Norfolk (8^{th} – 10^{th}). These spaces will be constructed within City right of way. The construction of these spaces will require residents to be responsible for snow removal from these spaces. This is consistent with how snow removal is handled on all other on-street parking spaces situated on Norfolk.

It is important to note that providing on-street parking along the east side of Norfolk conflicts with provisions in current City Municipal Code.

Park City Municipal Code 9-4-1 (A) reads: *"It shall be unlawful to park any vehicle on the downhill side of any street south of 12th Street. The downhill side of the street is the side on which the natural slope is away from the street surface, and the side to which the natural drainage flows. Main Street, Park Avenue north of Heber Avenue, and Swede Alley are not included within this regulation."*

If Council should authorize construction of the recommended mitigation project, staff will return to Council with a code modification to allow for parking on the east side of Norfolk.

The graphic below indicates the location of recommended parking spaces (8^{th} – 10^{th})

Recommendation

Staff and F&P recognize that the City does not have adequate right of way to optimally address all of the residents' desired uses. Staff's recommendation seeks to balance the needs of:

- Residential parking
- Residential pedestrians
- Safe vehicle circulation.

Staff recommends:

- Construction of up to 13 improved parallel parking spaces (behind the sidewalk) along the east side of Norfolk (8^{th} -10^{th}).
- Relocation of sidewalk from the west side to the east side of Norfolk (10^{th} – 12^{th}).
- Improvement of approximately 18 spaces along the west side of Norfolk (10^{th} – 12^{th}).
- No parking on east side of street 9 -5 pm Nov 15 – March 15 Wednesdays to provide snow removal crews access.

The table below demonstrates how the recommended project will address current parking shortages on Norfolk (8th – 12th).

Norfolk	Identified Parking Shortage	Additional Parking Provided
8th – 10th	**4 spaces**	**13 spaces**
10th -12th	**16 spaces**	**18 spaces**

Staff presented this recommendation to residents at the neighborhood meeting held on March 29th, 2010. This meeting was well attended and the recommendation well received. Staff provided residents with the date and time this item would be reviewed by Council and more feedback may be received at that time.

Project Funding
The City Engineer's cost estimate for the recommended project is $150,000 including contingency. Adequate funding will exist in CIP project # 0155 to provide for this project. Staff will return to Council for approval of construction contract prior beginning project.

It is important to note that the previous re-construction project cost came in approximately $400,000 under original estimate. It is likely that if the parking issues discovered post construction had been anticipated during design of the reconstruction similar costs to provide the parking would have been incurred.

Unresolved Issues
Staff's recommendation leaves several items unresolved at this time. Those items are:

- The need for future policy direction regarding the future placement of sidewalks on other City streets with limited right of way
- The enforcement priorities for non-compliant parking signage (City Wide)
- The need to revisit the number of residential permits allowed per resident within the City's Municipal Code.
- The need to amend the City Municipal Code to provide for parking along east side of Norfolk (8th – 10th).

Staff thinks it will be most efficient to address the Norfolk parking issues separately and plans to return to Council before July of 2010 to frame a discussion and receive Council direction\action on these unresolved items.

ALTERNATIVES

A. Approve The Recommendation.
Council should review Staff's recommended mitigation plan to address parking issues that arose following the 2008 reconstruction of Norfolk Avenue. The Council should consider affirming Staff's plan to complete engineering design and bid the mitigation project for construction and completion no later than October 2010. This is Staff's recommendation.

B. Deny The Recommendation.
Council could deny Staff's recommendation and direct them to pursue a different mitigation approach. Staff does not recommend this alternative.

C. Defer the item to a later date.

Council could defer decision on this item to a future date. Any delay beyond a few weeks will limit Staff's ability to complete project design, bid and construct the project before winter 2010.

D. Do Nothing.
Council could do nothing. This would have the same impact as Alternative C. Staff does not recommend this alternative.

SIGNIFICANT IMPACTS

The City has invested hundreds of hours of staff time and countless hours of resident's involvement to develop its recommended project to mitigate parking issues on Norfolk Avenue. Numerous alternatives have been explored and vetted with the Norfolk neighborhood. Staff finds that the recommended mitigation program balances the needs of neighborhood pedestrians and motorists without unreasonable impact to individual residents.

Staff does not think further study of the street will result in any improved alternative and the delay caused by additional study will make it unlikely any project could be completed prior to winter 2010-2011.

RECOMMENDATION

Council should review Staff's recommended mitigation plan to address parking issues that arose following the 2008 reconstruction of Norfolk Avenue. Council should affirm Staff's plan to complete engineering design and bid the mitigation project for construction and completion no later than October 2010.

Draft Report

Norfolk Avenue Parking Study
Park City, Utah

Submitted by:

Fehr & Peers
2180 South 1300 East, Suite 220
Salt Lake City, UT 84106
(801) 463-7600

February 2010

FEHR & PEERS
TRANSPORTATION CONSULTANTS

TABLE OF CONTENTS

1. EXECUTIVE SUMMARY

In 2008, Park City installed a sidewalk along the east side of Norfolk Avenue from 8^{th} Street to 10^{th} Street, and along the west side of Norfolk from 10^{th} Street to 12^{th} Street. The residents were accustomed to parking their cars along the shoulder on the east side of the road, although City policy prohibited parking on the east side for snow removal reasons. The sidewalk installation took place in that shoulder, and eliminated the parking in that location. Fehr & Peers was retained to develop alternatives and work with neighborhood residents to identify long-term parking solutions for Norfolk residents.

The project team gathered information on peak parking usage, existing cross-sections, existing parking supply (including garages, off-street parking pads, and on-street spaces), current City permit policy, and snow removal practices. The team also tried to be sensitive to preferences of Norfolk Avenue residents. Residents were surveyed via email and mail-in survey, and they provided their comments during field visits, phone calls, and neighborhood meetings held on September 14^{th} and November 10^{th}, 2009.

Several preliminary alternatives were discussed with City staff, including representatives from engineering, traffic, planning, parking management, and snow removal departments. The project team developed three alternatives, which were shown to the neighborhood residents in the meeting on November 10, 2009. The alternatives included on-street delineation of parking spaces, a one-way circulator with on-street parallel parking, and provisions of off-street parking in tandem with increased limitations on parking permits.

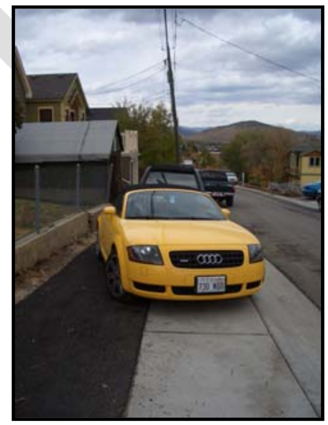
This report recommends the following improvements for Norfolk Avenue:

- Construct 15 off-street parking pads between 8th Street – 10th Street on the east side of the street
- Remove the sidewalk from the west side of the street between 10^{th} Street – 12^{th} Street and replace with asphalt surface
- Rebuild the sidewalk on the east side of the street between 10^{th} Street – 12^{th} Street
- Consider stricter limitations on the number of permits allowable per household
- Consider additional snow removal sessions to Richardson Flats
- Consider removing non-conforming signage to address consistency issues, and replace signs that were illegally removed

2. BACKGROUND

In 2008, Park City installed a sidewalk along the east side of Norfolk Avenue from 8th Street to 10th Street, and along the west side of Norfolk from 10th Street to 12th Street. The genesis of the sidewalk installation was the Old Town Improvement Study (OTIS), and was intended to make

Norfolk Avenue a more walkable and pedestrian-friendly environment. However, the sidewalk was unpopular with some Norfolk residents. The residents were accustomed to parking their cars along the shoulder on the east side of the road, although City policy prohibited parking on the east side for snow removal reasons. The sidewalk installation took place in that shoulder, and eliminated the illegal parking in that location. Following sidewalk installation, Norfolk residents began to park on top of the sidewalk between 8th Street and 10th Street, making it unusable for pedestrians. On Norfolk between 10th Street and 12th Street, the sidewalk is between the travel lanes and a small (3' – 4' wide) strip of asphalt which is immediately adjacent to private property. As a result, residents park atop both the asphalt and the sidewalk, since the two areas placed side-by-side are the width of a parking space.



In the fall of 2009, Park City staff members identified several short-term solutions for Norfolk, intended to address the parking problem during the 2009-2010 ski season. These included:

- Allowing special parking permits for parking on the east side of Norfolk between 8th Street and 10th Street within the City right-of-way
- Allowing special parking permits for parking on the west side of Norfolk between 10th Street and 12th Street within the City right-of-way
- Prohibiting parking on the east side of Norfolk between 10th Street and 12th Street

Park City staff committed to study the viability of several long-term alternatives for Norfolk to address the issues described above. Fehr & Peers was retained to develop alternatives and work with neighborhood residents to identify a feasible solution for Norfolk. This report provides the following information:

- Data collected to determine parking demand and supply on Norfolk Avenue
- Results of surveys provided to Norfolk residents, and common themes that emerged during meetings and discussions with residents
- Overview of potential alternatives analyzed by the project team and presented to the public
- Recommendation for a design solution for Norfolk Avenue

3. EXISTING CONDITIONS

This chapter describes the existing conditions of Norfolk Avenue, including physical geometry, observed on street parking demand, and available on- and off-street parking supply, as well as a brief overview of the current parking permit program. This evaluation includes Norfolk Avenue between 8th Street and 13th Street.

PHYSICAL GEOMETRY

Norfolk Avenue is a residential street in Old Town Park City with a posted speed limit of 20 mph. Recently reconstructed, the road features 16 feet of asphalt pavement bordered 30-inch rolled gutters. A 48-inch concrete sidewalk exists on the east side of the street from 8th Street to 10th Street, and is continued on the west side of the street from 10th Street to 13th Street.

Norfolk Avenue gradually climbs about 130 feet in elevation from the lowest point at 13th Street to the highest point near 8th Street, which equates to an average grade of eight percent. Compared to many of the residential streets in Old Town Park City like 8th Street and 10th Street, an eight percent grade is considered modest. This is especially important in the winter season, when snow and ice blanket streets and make climbing and descending steep grades dangerous. Many of the residents on Norfolk Avenue report using only 12th Street and 13th Street as ingress/egress during the winter because 8th Street and Crescent Tram Way are too steep and slick. 10th Street is closed in winter because it is used for snow storage.

PARKING

Posted signs restrict on-street parking on the east side of the Norfolk Avenue. On-street parking is allowed on the west side of the street, and vehicles are required to display appropriate parking permits at all times. At the time of this study, special winter parking restrictions prohibit on-street parking on both sides of the street (in other words, no parking is allowed on street pavement, but parking is allowed using off-street parking pads). The winter parking restrictions will be in place until April 15th, 2010, after which point the City hopes to implement a more permanent parking solution for Norfolk Avenue. The residential permit system is administered through Park City Municipal Corporation, and provides both residential and guest parking permits. The residential parking passes are valid for one year from issue date and are assigned to a specific vehicle. The guest parking passes are also valid for one year, and can be used on any vehicle. Currently the City Ordinance limits the number of parking passes at five per household, although most Norfolk Avenue households have one or two passes.

Off-street parking includes garages, car ports, driveways, and parking pads. While many of the residences on Norfolk Avenue have some form of off-street parking, there are several homes that do not. This is in part due to the historic nature of the community; some homes were simply not built to accommodate automobiles. However, times have changed and most residents have at least one vehicle to park (and generally more), creating a consistent demand for on-street parking.

Example of signage on east side of Norfolk Avenue.

Example of signage on west side of Norfolk Avenue.

The demand for convenient parking is apparent as some households have posted unofficial signage that suggests specific parking pads are reserved. Though these parking pads are usually in the City right of way and are not intended to serve a specific household, some residents treat the pads as private parking. Because these pads are partially off-street and adjacent to a residence there appears to be some ambiguity regarding whether they are public or private.

Fehr & Peers conducted a field survey of on-street parking demand. Data collection for parking demand was conducted during periods reported to experience the worst-case conditions: weekday morning, weekday evening, and midday Saturday. As shown in Table 1, the number of cars parking on-street between 8th Street and 12th Street ranges from a low of 29 vehicles in the early morning to a high of 37 vehicles during the evening.

TABLE 1:
ON-STREET PARKING DEMAND

Norfolk Avenue	Weekday 7:00 a.m.	Weekday 6:30 p.m.	Saturday 1:00 p.m.	Legal Off-street Parking Pads
8th Street – 10th Street	22	22	20	10 (east) 18 (west)
10th Street – 12th Street	7	15	16	0
Total	29	37	36	28

Source: Fehr & Peers, October 2009.

Of note, a higher number of vehicles were observed parking on-street between 8th Street and 10th Street than between 10th Street and 12th Street. This is due in part to the number of homes, available off-street parking, and issued parking permits. As shown in Table 2, from 10th Street to 12th Street there are six homes that don't have a garage. South of 10th Street there are sixteen homes without garages; the higher demand for on-street parking is reflected by the number of parking permits as well. Several of the lots on the east side of Norfolk Avenue between 10th and 12th Streets are accessed from Woodside Avenue, thereby making on-street parking less competitive.

TABLE 2:
PARKING AVAILABILITY AND ARRANGEMENT

Norfolk Avenue	On-street Parking Permits Issued	Single Family Homes	Garages	Condos
8th Street – 10th Street	24	36	20	0
10th Street – 12th Street	19	27	21	12
Total	43	63	41	12

Source: Fehr & Peers, October 2009.

One challenging aspect of on-street parking is that residents tend to park as close as possible to their homes. This means that while the street as a whole may have sufficient parking to accommodate total demand, there are localized areas where residents will find it difficult to find a convenient parking space. In these areas of concentrated parking there are usually households with a high number of vehicles and little or no off-street parking, as is the case between 8th Street and 10th Street.

SNOW REMOVAL AND ON-STREET PARKING

Snow removal and storage is an important consideration, as Park City receives significant snowfall during the winter months (November to April). The snow plowing operations on Norfolk Avenue usually push snow onto the downhill (east) side of the street, and have recently begun using the sidewalk for snow storage. There are several locations on the east side of the street where snow can be pushed entirely off Norfolk; these locations are City right of way, empty lots, and 10th Street which is closed in winter. Usually once a year the City will use front loaders and dump trucks to clean and haul the accumulated snow to Richardson Flats. This significant effort requires presence of police officers for traffic control, and costs roughly $10,000 for each removal effort.

The accumulated snow mounds reduce parking areas, especially on the east side of the street, and causes cars to encroach into the street. To effectively plow the street, the plow drivers need sufficient lateral width to navigate their trucks and intermittent areas to push snow completely off the street.

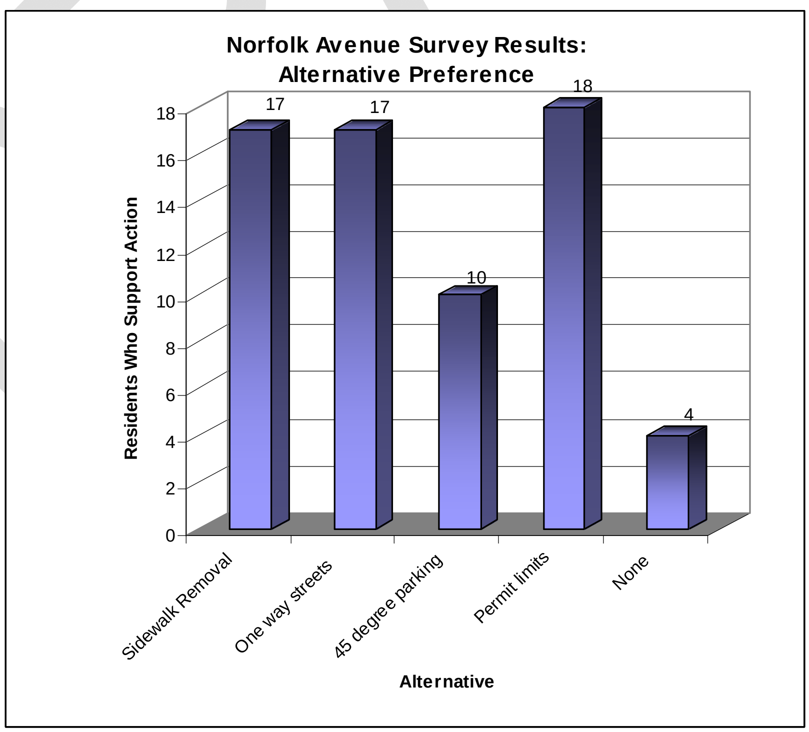
4. OPTIONS CONSIDERED

This chapter describes the process by which the project team approached resolving issues on Norfolk Avenue, summarizes feedback from the neighborhood, and presents alternative solutions. Solutions were considered to include physical changes to the streetscape, as well administrative changes to parking management.

PUBLIC FEEDBACK

The project team tried to remain sensitive to preferences of the people living on Norfolk Avenue. To this end, a preference survey was designed to gauge what changes to the existing roadway and parking management policies are supported by Norfolk residents. The survey, included in the appendix of this report, was sent to the mailing address of property owners, emailed to residents using surveymonkey.com, and also hand delivered to each residence with a stamped self addressed envelope. The survey asked specific questions about how many on-street parking spaces each residence uses, if they have need for additional parking, and if this changes by season. The survey provided several basic ideas (sidewalk removal, one-way streets, angled parking, and permit limitations), asked respondents to indicate which ideas they supported, and provided an opportunity for open-ended comment. Thirty-nine surveys were completed and returned; the following section discusses the results.

The following graph details the residents' preferences for several alternatives, and many people selected more than one option. Overall, residents showed fairly equal support for removing the sidewalk where it conflicts with the non-legal, off-street parking; converting Norfolk Avenue to a one-way street; and imposing greater restrictions on the number of parking permits per household. There was less support for 45-degree parking.



ALTERNATIVES

Several preliminary alternatives were discussed with City staff, including representatives from engineering, traffic, planning, parking management, and snow removal departments. From these, three options were selected and presented at a neighborhood meeting on November 10, 2009.

Option A: Parking Delineation

This alternative recognizes that parking on Norfolk Avenue is not as efficient as it could be. As suggested in the resident survey, cars are often parked to occupy more than a single space. By better delineating the parking areas using pavement markings and signage, the existing spaces can better utilized. This alternative does not add anything in addition to the existing on-street parking spaces, but would better manage the existing supply. Cars utilizing more than one space would be ticketed, which could potentially increase enforcement efforts.

The existing permit system would remain largely unchanged, with the exception of guest pass administration. Rather than issuing guest passes that are valid for one year, guest passes would be temporary and date sensitive. This would reduce overuse of guest passes. Since all parking spaces in the City right of way will be delineated, all non-conforming signage that attempts to exert private ownership over parking pads will be removed. This approach would accommodate necessary snow removal operations as well, since existing parking prohibitions on the east side of the street would remain.

One disadvantage of this alternative is that pavement striping does not perform well in mountain areas. Snow often completely covers the paint, and road salt reduces the visibility. Thus, during winter months this alternative would do little to improve parking conditions. Further, the additional signage may contribute to visual clutter on the roadside. Residents expressed support for more stringent regulation of parking permits, but felt that delineating spaces on the street was infeasible. Residents felt that they were already using the existing spaces in an efficient manner.

Option B: One-Way Street

This alternative allows on-street parking on the east side of Norfolk Avenue between 8th and 10th Street. In this scenario, permitted vehicles will be allowed to use off-street parking pads on the west side of the street, or parallel-park on the east side of the street. By allowing on-street parking on the east side of the street, about 14 parking spaces can be gained in an area of high demand.

By promoting on-street parking and prohibiting parking on the sidewalk, the travel way will be a maximum of 12 feet, which is inadequate for two-way traffic. Therefore, this scenario will require that Norfolk Avenue operate as a one-way street. Because 10th Street is closed in the winter, the one-way circulation of Norfolk Avenue would exist between 8th and 12th Street.

In addition to concerns regarding increased out of direction travel, residents expressed concern about using 8th Street or Crescent Tram Way during winter, which would be required if Norfolk Avenue were a one-way street . The steep grade of these streets in conjunction with slick road conditions creates nearly impassible driving conditions. Several residents indicated that the more gradual grade of Norfolk Avenue from 12th or 13th Street was the preferred ingress/egress year round, but particularly in the winter.

Snow plows typically push snow to the downhill (east) side of Norfolk Avenue. If on-street parking were permitted on the east side, intermittent gaps in parking will be necessary to ensure plow drivers have snow storage space. To provide sufficient room for vehicles to park on the east side of the street without encroaching on the travel lane, additional snow plowing efforts will be required. This could include more frequent snow removal, which is currently done once per winter season. Depending on the snowfall amounts, two additional snow removal efforts should be sufficient to ensure parking areas are clear of excess snow and the travel way has sufficient lateral width. The City may also wish to consider "no parking days", where on alternating days residents on the east side or west side of the street will need to park off-site to facilitate effective snow removal.

Option C: Limit Parking Permit Availability

This alternative recognizes that households without off-street parking options such as a garage, carport, or driveway should have priority for on-street parking. Under this scenario the City would cap the number of parking permits allotted to each residence in consideration of individual need and available off-street parking facilities. This would effectively reduce the number of allotted on-street parking permits and make it easier for those with permits to find a parking space.

To address permit reductions, the City may consider working with individual property owners to improve and expand parking pads that were impacted by the sidewalk construction. Off-site long term parking could be considered at PCMR, China Bridge, and north end of PC Library field. Residents supported provision of more off-street parking on Norfolk, but were not in favor of using parking located farther away.

Other Options Considered

The project team considered several options which were determined to be infeasible and were not given further analysis. These included:

- Assigned and numbered parking stalls for individual permit holders
- Allow parking on the sidewalk
- Remove the sidewalk
- Allow angled parking with one-way circulation on Norfolk Avenue

Preliminary investigation of these potential options suggested that each was fatally flawed in some way. Assigning and numbering parking stalls would require Park City to increase the amount of parking management taking place on Norfolk, and would likely mean that visitor spaces and ADA-accessible stalls would need to be delineated on the street as well. Some residents and City staff felt strongly that the sidewalk should not be removed, both for cost concerns and for walkability reasons. However, allowing residents to park on the sidewalk may put the City at risk: the presence of the sidewalk suggests that the City has provided a safe place to walk, and visually-impaired pedestrians would not be able to detect vehicles on the sidewalk until they become a potentially-dangerous obstacle. Angled parking initially seemed to provide more parking than parallel parking, but would consume too much space.

5. RECOMMENDATIONS

Given the considerations and the options analyzed previously, the project team chose to pursue a variation of Options B and C, which would create more on- and off-street parking on Norfolk and also strengthen parking regulations. The recommendation for Norfolk Avenue is described below.

PROPOSED IMPROVEMENTS: NORFOLK BETWEEN 8TH STREET – 10TH STREET

Create off-street parking pads within City right-of-way at several locations between 8th Street and 10th Street. The following table and Figure 1 identify several locations where parking pads can be added on Norfolk between 8th Street and 10th Street. In addition, the 9th Street staircase has been discussed as a potential improvement from the Trails Master Plan and should be incorporated into parking improvements at 9th Street. Adjacent property owners would be expected to clear snow from the off-street parking pads.

TABLE 3
PROPOSED NORFOLK IMPROVEMENTS: 8TH STREET TO 10TH STREET

Address	Spaces Added	Improvements Needed	Conceptual Cost Estimate
812 Norfolk	2	Pave two 8' x 20' asphalt pads on existing shoulder.	$ 5,600
824 Norfolk	2	Pave two 8' x 20' asphalt pads on existing shoulder, shift rock retaining wall further east.	$ 5,600
9th Street – downhill	2	Pave two 9' x 18' asphalt pads in City right-of-way. Retaining walls may be required to extend flat surface for pads. Landscaping for adjacent property owners may be affected.	$5,600 Required retaining walls not included
9th Street – uphill	2	Pave two 9' x 18' asphalt pads in City right-of-way. Retaining walls and excavation may be required to create space for pads. Landscaping for adjacent property owners may be affected.	$5,600 Required retaining walls not included
902	1	Pave one 8' x 20' asphalt pad on existing shoulder.	$3,000
920 Norfolk	4 (parallel, not angled)	Pave four 8' x 20' asphalt pads in City right-of-way. Retaining walls could be avoided by creating parallel parking stalls rather than angled stalls, but would reduce the number of total stalls currently in use at this property.	$ 10,700 Required retaining walls not included
928 Norfolk	2	Pave two 8' x 20' asphalt pads on existing shoulder.	$ 5,600
		Estimated Total Cost:	$41,700

Note: Conceptual cost estimates do not include cut/fill, retaining walls, 9th Street stairs, or landscaping adjustments.
Source: R.S. Means Heavy Construction Data (2008) and bid estimates from the Norfolk/Woodside Project.

Norfolk Parking Study
Figure 1: Proposed Parking, 8th - 10th Street

9th Street, facing uphill

902 Norfolk

920 Norfolk

812 Norfolk

824 Norfolk

928 Norfolk

9th Street, facing downhill

Funding Options

Funding construction of the recommended off-street parking pads between 8th Street and 10th Street will require careful consideration of legal implications and public perception. Many property owners along the east side of the street in this segment are likely not aware that the City right-of-way extends some distance into their yards. The following table outlines potential funding options for the off-street parking pads on Norfolk.

TABLE 4
FUNDING OPTIONS FOR PARKING IMPROVEMENTS

Funding Option	Advantages	Disadvantages
City pays for all construction costs. Parking stalls are available for use by everyone, and illegal parking signs are removed.	• City controls project • Smoother implementation process • City controls parking inventory.	• Residents may perceive impacts to property. • Residents may expect exclusive use of parking. • No property owner participation.
City provides matching grants for landowners wishing to construct parking. Property owners may apply through a selection process for funding.	• Participation of adjacent property owners. • May create additional parking opportunities other than those identified here. • City retains discretion over parking construction.	• Ambiguity of ownership: do the new parking pads belong to the City or to property owners? • Requires development of a selection process and criteria for grant applications.
Adjacent property owner pays for full cost of parking.	• Participation of adjacent property owners. • No outlay of City funds.	• Ambiguity of ownership: do the new parking pads belong to the City or to property owners? • Possible need to vacate existing City right-of-way, and transfer ownership to adjacent property owners. • May be unpopular with residents.

PROPOSED IMPROVEMENTS: NORFOLK BETWEEN 10TH STREET – 12TH STREET

On Norfolk Avenue between 10th Street and 12th Street, ***remove the sidewalk on the west side of the street.*** The sidewalk should be eliminated in this section, to be replaced by asphalt. Parallel parking would then be allowed on the west side of the street. Removing the concrete and repaving the area with asphalt would cost between $16,000 - $20,000.

To accommodate pedestrians and create a unified sidewalk link in the area, the City can ***rebuild the sidewalk on the east side of Norfolk Avenue*** between 10th Street and 12th Street. There are fewer conflicts on the east side of the street, such as driveways, parking pads, and utility poles. Assuming no changes to the gutter and minimal impacts to landscaping, the sidewalk could be built for approximately $32,000. Although there appears to be limited demand among Norfolk residents for sidewalk facilities, rebuilding the sidewalk on the east side of the street would help the City attain walkability goals and create a safer environment for pedestrians.

PARKING MANAGEMENT COMPONENTS

In addition to the physical improvements proposed on Norfolk Avenue, several management and administrative changes are recommended as well. These involve permitting, snow removal, and signage concerns, and are described below.

Parking Permit System

Current City code allows up to five parking permits per household which includes one guest permit. If a residence request more than two permits, the City reviews applications on a case-by-case basis and considers access to off-street parking pads, carports, or garages for parking purposes. In addition to reviewing individual applications, the City should consider an approach that considers parking demand and supply on each block face. Property owners without any off-street parking capacity should receive a higher parking permit priority. A GIS database could be used to track field observations and historical permits, and assist in evaluating annual permits when they are renewed each November. This effort would require roughly two months of effort, which equates to roughly $6,000 per year.

Snow Hauling

On-street parking prohibitions along Norfolk's east side should be retained, to help maintain snow hauling processes. However, the addition of parking pads off-street on the east side will still reduce snow storage space. As a result, Park City may wish to consider more-frequent snow hauling, perhaps twice each winter rather than once, to maximize utilization of the parking supply. The Public Works department would need to increase annual snow removal budgets by roughly $10,000, to accommodate additional snow hauling needs on Norfolk.

Signage

The non-conforming and non-legal parking signage on Norfolk should be removed. It causes neighboring property owners to ask for their own such signage, and lays unfair claim to parking supply in the public right-of-way. In addition, Park City should consider re-installing the official "No Parking" signs along the east side of Norfolk, some of which have previously been removed by vandals. Future sign placement may need to utilize concrete bases to deter illegal sign removal.

CODES AND REGULATIONS

Historic District Regulations

Several of the proposed off-street parking sites are in front of homes that are listed on the Park City Historic Site Inventory as landmarks. These include 824 Norfolk, 902 Norfolk, and 920 Norfolk. Sections A.1, A.2, and A.3 of the Design Guidelines for Historic Sites in Park City states that original footpaths, steps, stone retaining walls, and fencing should be maintained. However, based on a preliminary review of the historic site inventory forms for these properties, it does not appear that original footpaths, steps, retaining walls, or fences are present. Section A.5 and C.1

of the Design Guidelines for Historic Sites state that landscaped separations should be provided between parking areas and public use areas; off-street parking in front of homes should be visually buffered from adjacent properties; and the existing topography should be minimally impacted. The remaining locations where improvements are proposed are contained within a historic district, and will be subject to the Design Guidelines for New Construction in Park City's Historic Districts. These guidelines state that new retaining walls will have minimal impact through using gradual steps or tiers and including perennial plant materials; parking areas will be separation from public areas using landscaping; and front-yard off-street parking will be visually buffered from adjacent properties. The Park City Planning Department's historic property specialist should be involved in discussions of parking or sidewalk construction at all locations along Norfolk. The addition of parking in the front yards of historic homes or within historic districts is not always a desirable outcome, but one necessitated when the sidewalk project was implemented. Future parking and/or sidewalk improvements in historic districts should be considered carefully in the future, and this situation should not be considered a precedent to follow.

Municipal Code

Section 14.2.7 of the Park City Municipal Code addresses parkstrips, and states:

> "No portion of any park strip shall be paved or surfaced except sidewalks and driveways. A park strip is defined as the portion between the front or side lot line and the actual or designated curb line."

The proposed recommendations for the segment of Norfolk between 8th Street -10th Street involves paving between the lot line and the curb line, and would in effect violate Section 14.2.7 of the Code. However, this regulation is violated throughout the City, and may need to be reconsidered. In addition, other City ordinances prohibit unimproved parking in City right-of-way, and therefore several properties (such as 920 Norfolk and 928 Norfolk) with unpaved parking pads behind the sidewalk are currently violating City ordinance already. The Public Works and Planning Departments will need to coordinate closely to address code issues and ensure proper permitting of the recommended improvements.

APPENDIX: OCTOBER 2009 RESIDENT SURVEY

NORFOLK AVENUE PARKING STUDY
Property Owner Survey
October 2009

1. How many on-street parking spaces do you currently use? _____

2. Is this number sufficient for your needs? Y____ N ____

   If no, how many additional spaces are needed? ______

3. Do your on-street parking needs vary by season? Y____ N _____
   If so, how?

4. Please check below the ideas you support:

   ______ Sidewalk removal where it conflicts with parking
   ______ One-way streets
   ______ 45° on-street parking
   ______ Limit on number of permits allowed per house

5. Please provide any additional comments below:

Please provide your contact information for future study updates and an invitation to an upcoming neighborhood meeting.

Name: ____

Property Location: ________ **Norfolk Avenue, Park City, UT**
House #

Email address: ____

Telephone: ____

Please check one of the following:

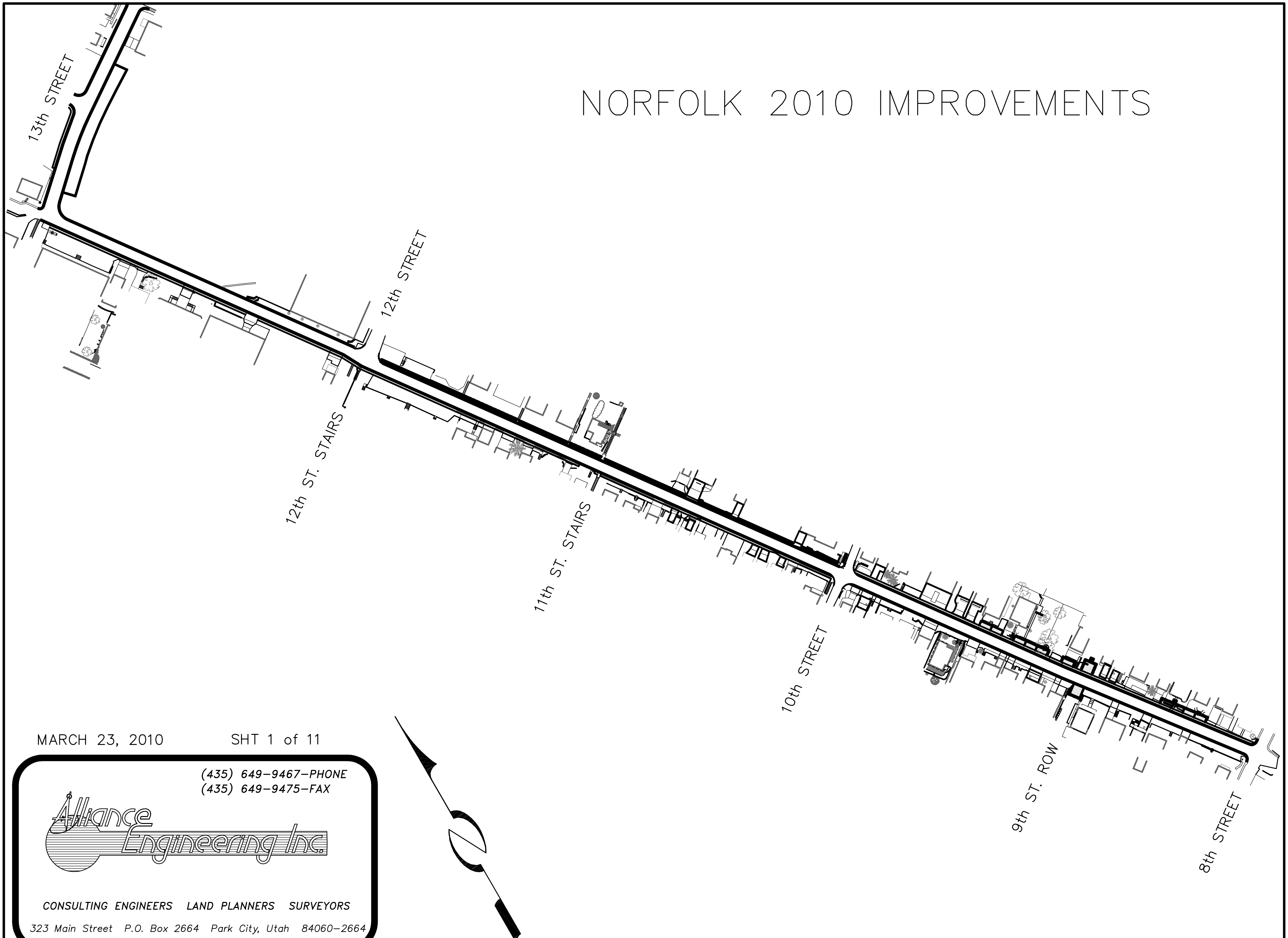
Property Owner _____ **Renter** _____ **Property Management Co.** ______

Please return in the self-addressed, stamped envelope no later than ***Friday, October 23, 2009.*** For questions, please contact Maria Vyas, Project Manager at 801-463-7600 or m.vyas@fehrandpeers.com.

Information provided on this survey will be used in the decision-making process. We thank you in advance for taking the time to fill out the questionnaire.

PARK CITY 1884

NORFOLK 2010 IMPROVEMENTS



MARCH 23, 2010 SHT 1 of 11

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(435) 649-9475-FAX

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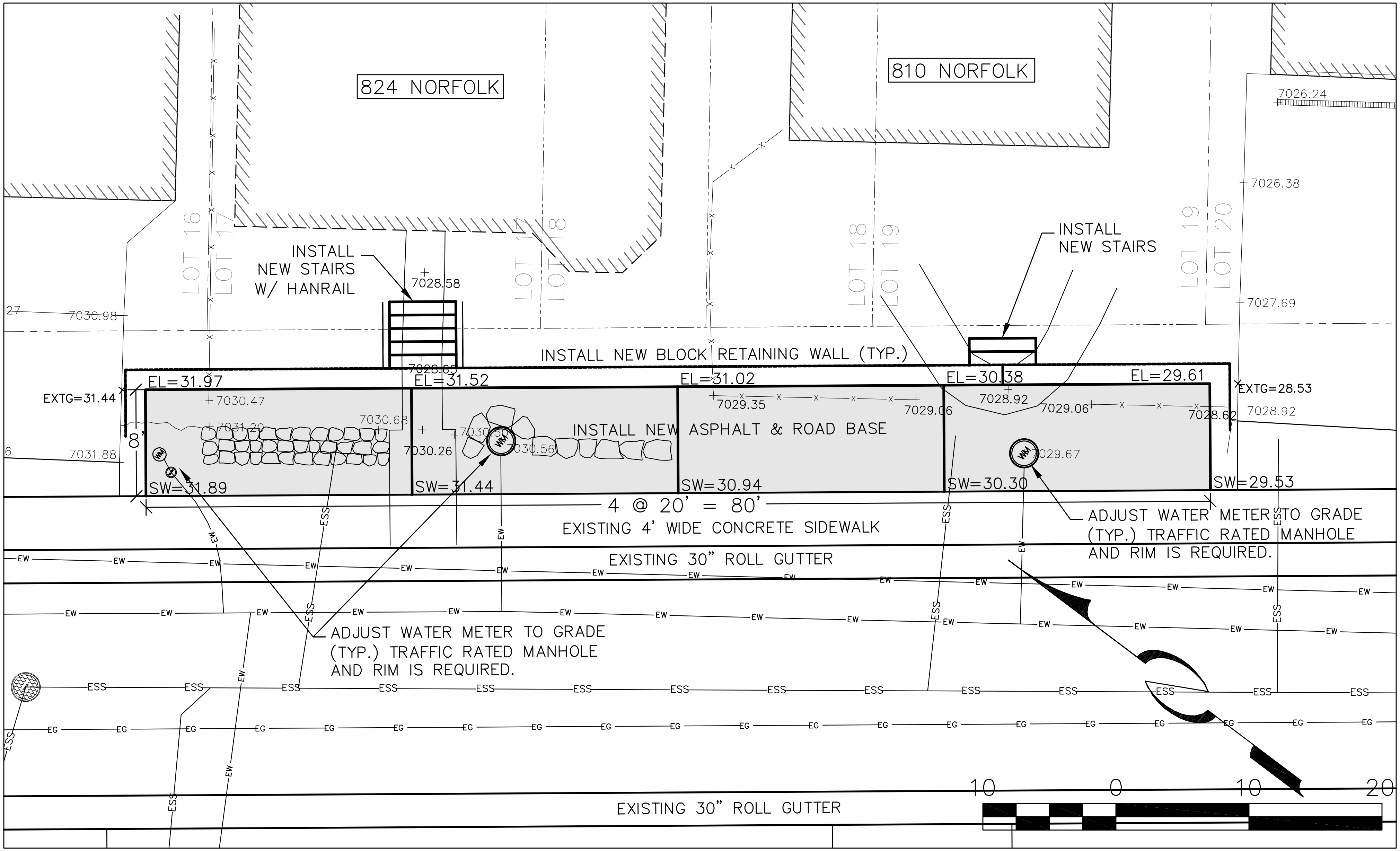

REMOVE:
812 WOOD-SLATE FENCE AND SMALL FENCE BETWEEN 824 & 830.
REMOVE PORTIONS OF ROCK WALKWAY AT 812.
REMOVE EXISTING ROCK WALLS & CONCRETE WALK AT 824.

SHT 2 of 11

INSTALL:
93LF BLOCK RETAINING WALL:
12" VERTICAL WALL AT SOUTH SIDE 812.
18" VERTICAL WALL BETWEEN 812 & 824.
36" VERTICAL WALL AT 824 STAIRS/ENTRANCE.
12" VERTICAL WALL AT NORTH SIDE 824.

INSTALL:
5' WIDE STAIRS AT 812 & 824 NORFOLK.
640 SF 3" ASPHALT PARKING W/ 8" UNTREATED BASE COURSE.
ADJUST/RAISE (3) WATER METERS TO GRADE: 812, 824, 830.
TRAFFIC RATED CONCRETE MANHOLE AND RIMS ARE REQUIED.
RAISE CURB STOP VALVE TO GRADE 830 NORFOLK.

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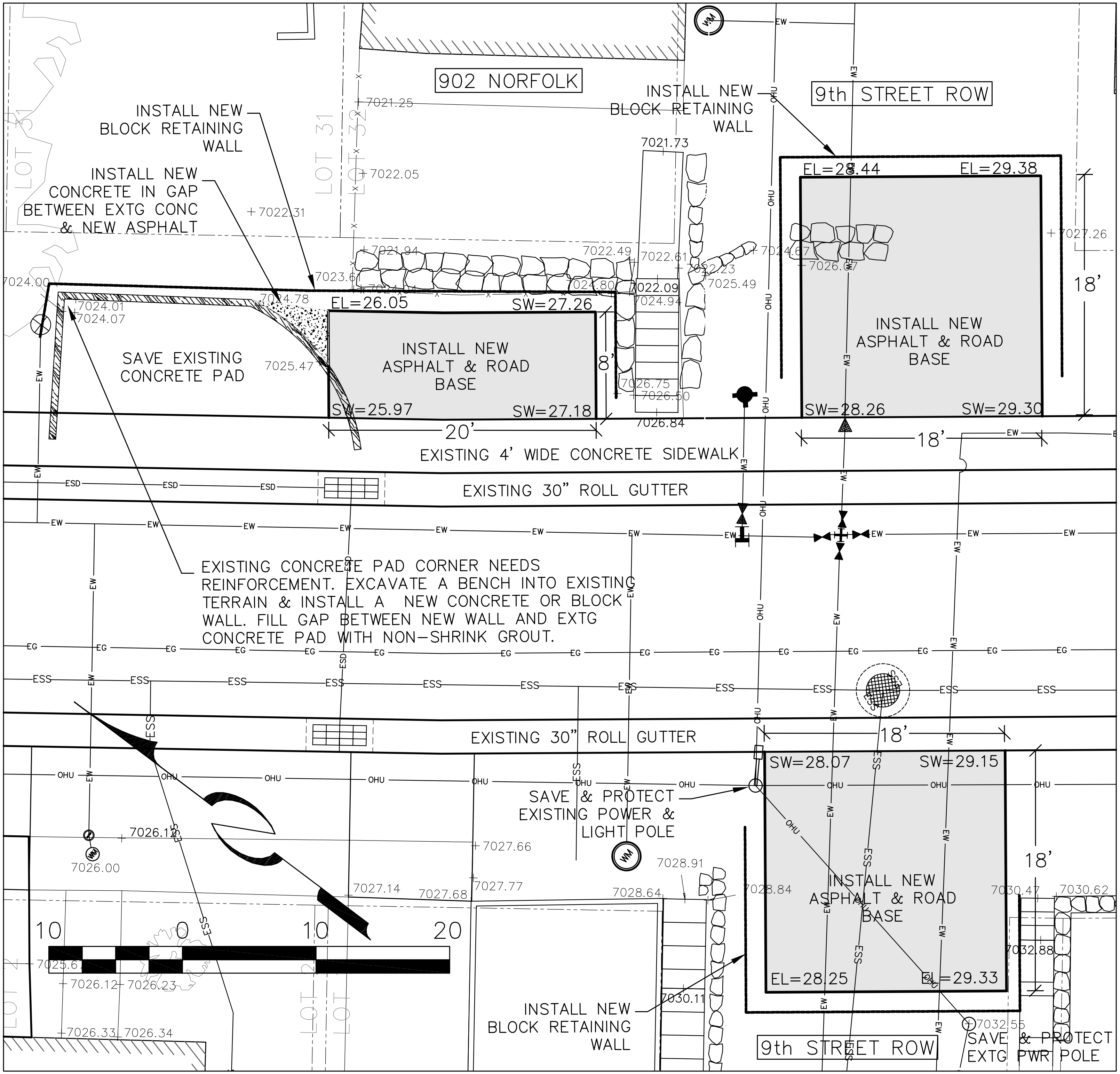

REMOVE:

9TH STREET EAST ROCK LANDSCAPING.

902 NORFOLK ROCK WALL & PORTIONS OF FENCE.

9TH STREET WEST PARKING REQUIRES EXCAVATION.

SAVE & PROTECT:

9TH STREET EAST/WEST UNDERGROUND UTILITIES.

9TH STREET WEST POWER/LIGHT POLE AND POWER POLE IN ROW.

902 NORFOLK STAIRS.

EXISTING CONCRETE PAD

INSTALL:

9TH STREET WEST RETAINING WALL 43LF (MAXIMUM 36" VERTICAL CUT WALL)

9TH STREET EAST RETAINING WALL 54LF (MAXIMUM 48" VERTICAL FILL WALL)

9TH STREET EAST/WEST: 648SF 3" ASPHALT W/ 8" UNTREATED BASE COURSE.

902 NORFOLK: 50LF RETWALL (MAXIMUM 48" FILL WALL)

902 NORFOLK: 160SF 3" ASPHALT W/ 8" UBC.

SHT 3 of 11

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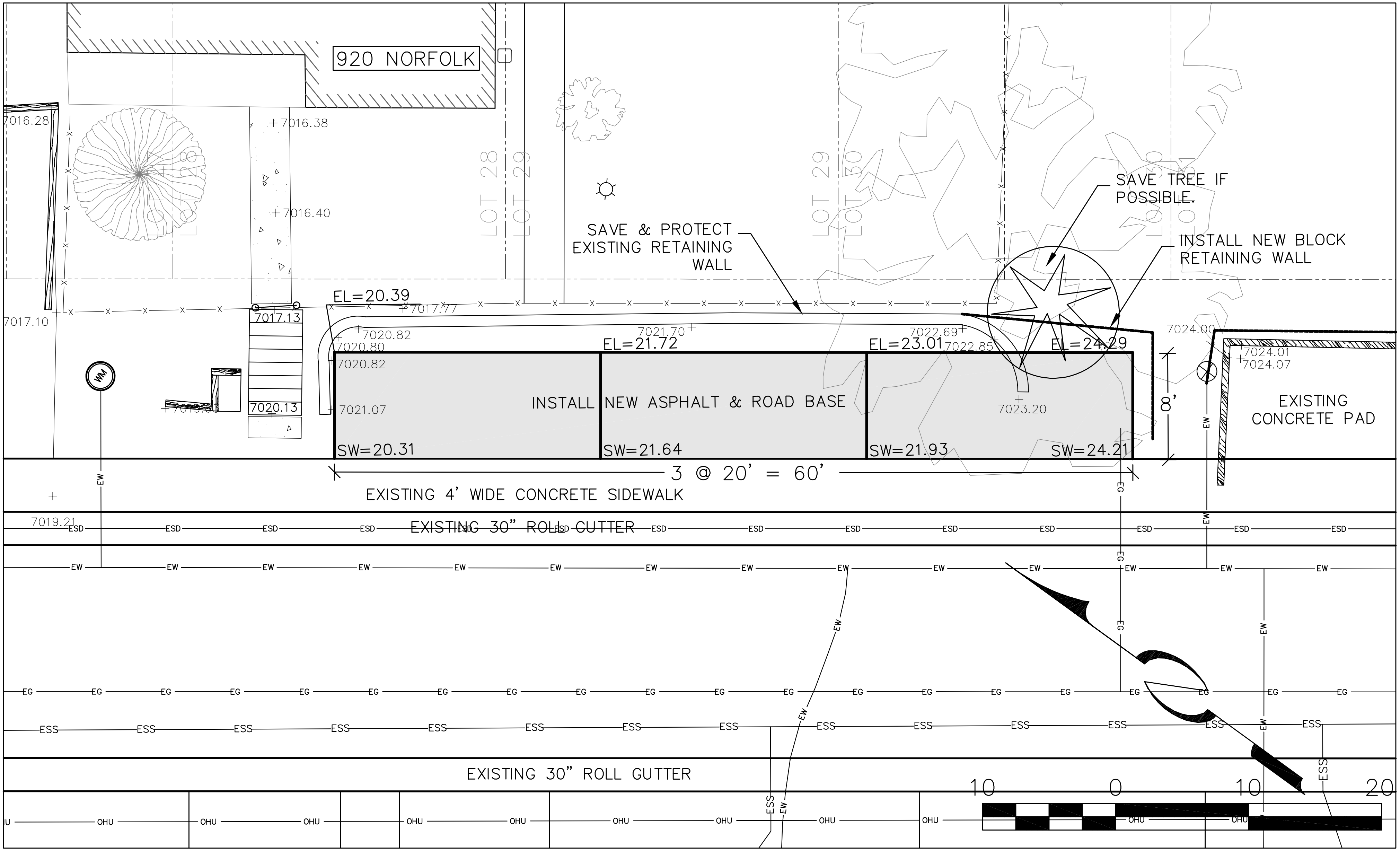

SHT 4 of 11

<u>REMOVE:</u>
SOUTHERN PORTION OF EXISTING RETAINING WALL

<u>INSTALL:</u>
22LF BLOCK RETAINING WALL:
UNKNOWN HEIGHT REQUIREMENT. MOST LIKELY LARGER THAN 48"
480SF 3" ASPHALT W/ 8" UNTREATED BASE COURSE.

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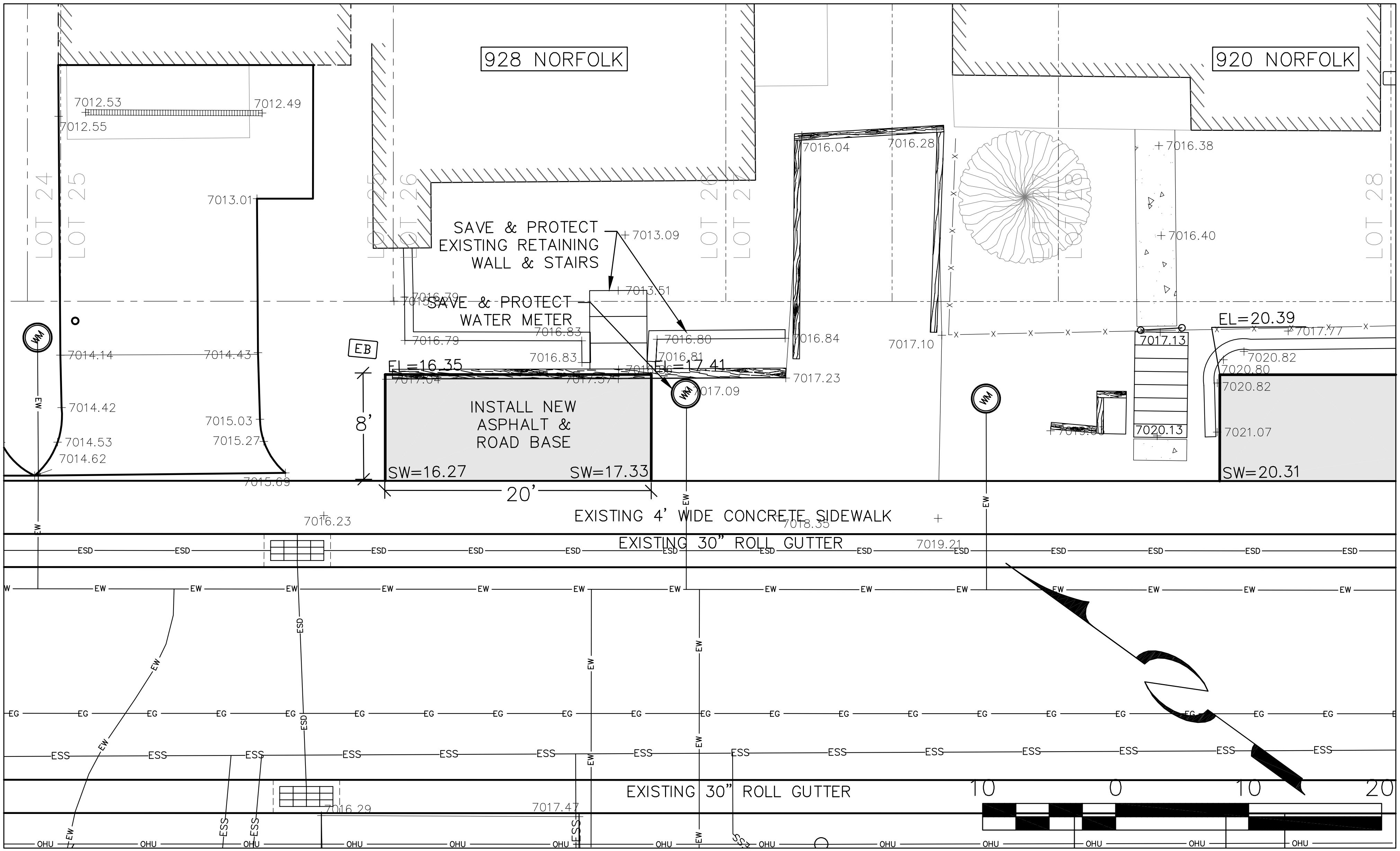

SHT 5 of 11

SAVE & PROTECT:
EXISTING RAILROAD TIE LANDSCAPING WALL

INSTALL:
160SF 3" ASPHALT W/ 8" UNTREATED BASE COURSE.

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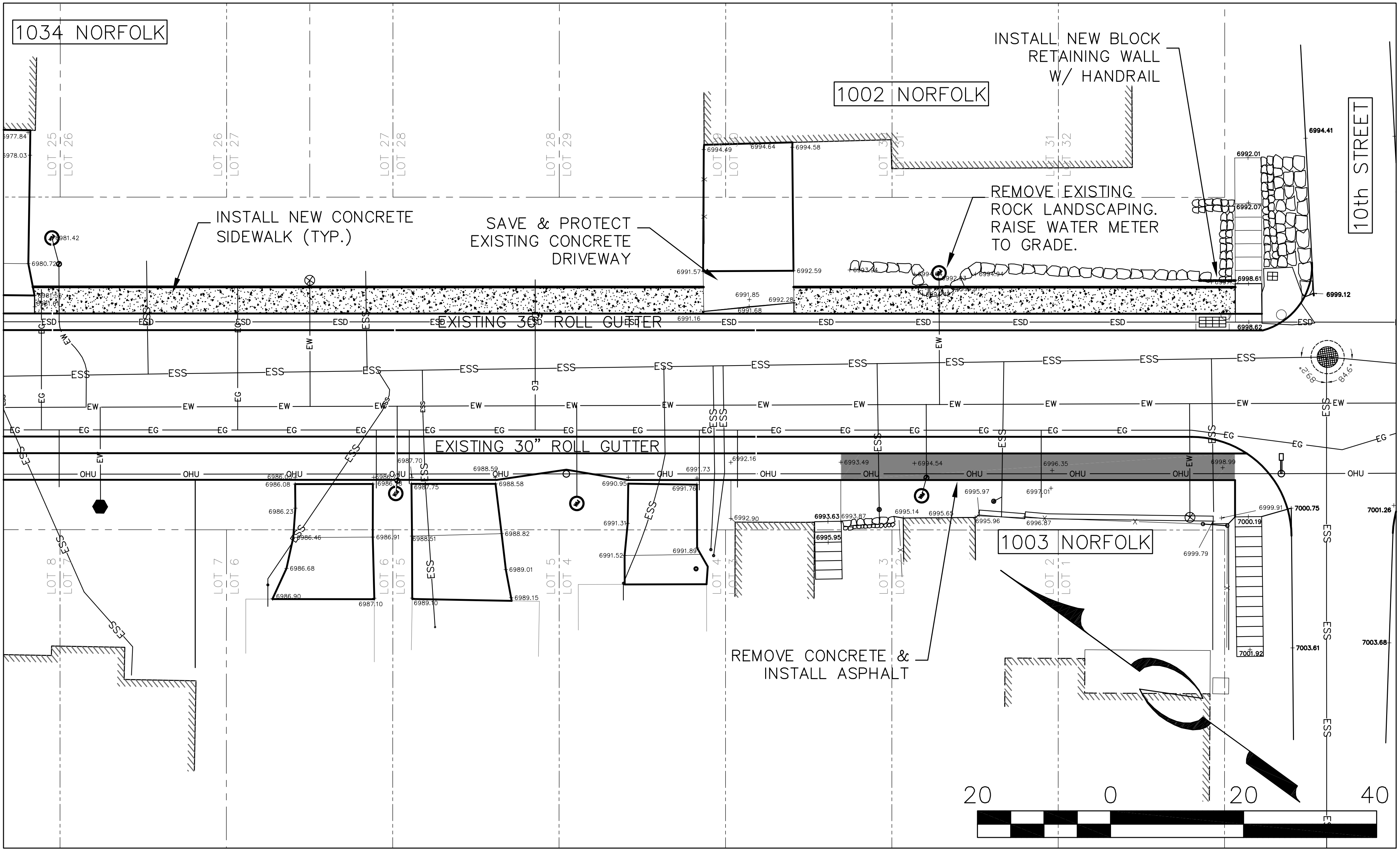

REMOVE:
1002 EXISTING ROCK LANDSCAPING.
1003 CONCRETE SIDEWALK A=240SF

SAVE & PROTECT:
10th STREET STAIRS CONCRETE PAD.
1002 EXISTING CONCRETE DRIVEWAY.

INSTALL:
5 LF BLOCK RETAINING WALL (48" MAXIMUM HEIGHT)
265 SF 4" CONCRETE SIDEWALK FROM 10th STREET TO 1002 NORFOLK.
400 SF 4" CONCRETE SIDEWALK FROM 1002 TO 1034 NORFOLK.
240 SF 4" ASPHALT AT 1003 REPLACED SIDEWALK.
ADJUST/RAISE WATER METER TO GRADE 1002.

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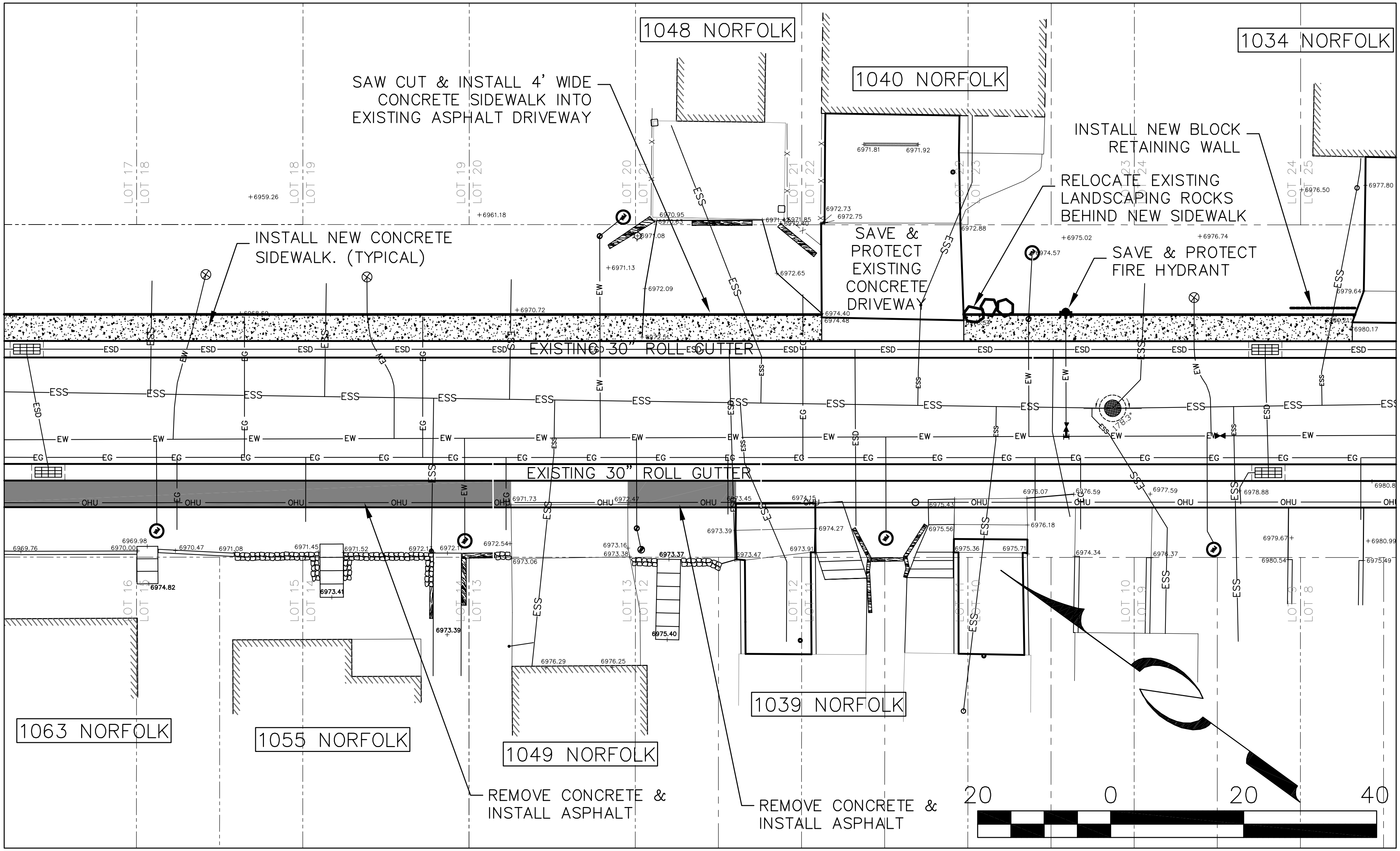

SHT 7 of 11

REMOVE:
RELOCATE 1040 EXISTING ROCK LANDSCAPING.
4' WIDE SAW CUT ASPHALT DRIVEWAY AT 1048.
1055 & 1063 & 1049 CONC. SIDEWALK A=450SF

SAVE & PROTECT:
FIRE HYDRANT BETWEEN 1034 & 1040.
1040 EXISTING CONCRETE DRIVEWAY.

INSTALL:
10 LF BLOCK RETAINING WALL (24" MAXIMUM HEIGHT)
235 SF 4" CONCRETE SIDEWALK FROM 1034 TO 1040 NORFOLK.
595 SF 4" CONCRETE SIDEWALK FROM 1040 TO 11th STREET.
450 SF 4" ASPHALT AT 1049,1055,1063 REPLACED SIDEWALK.

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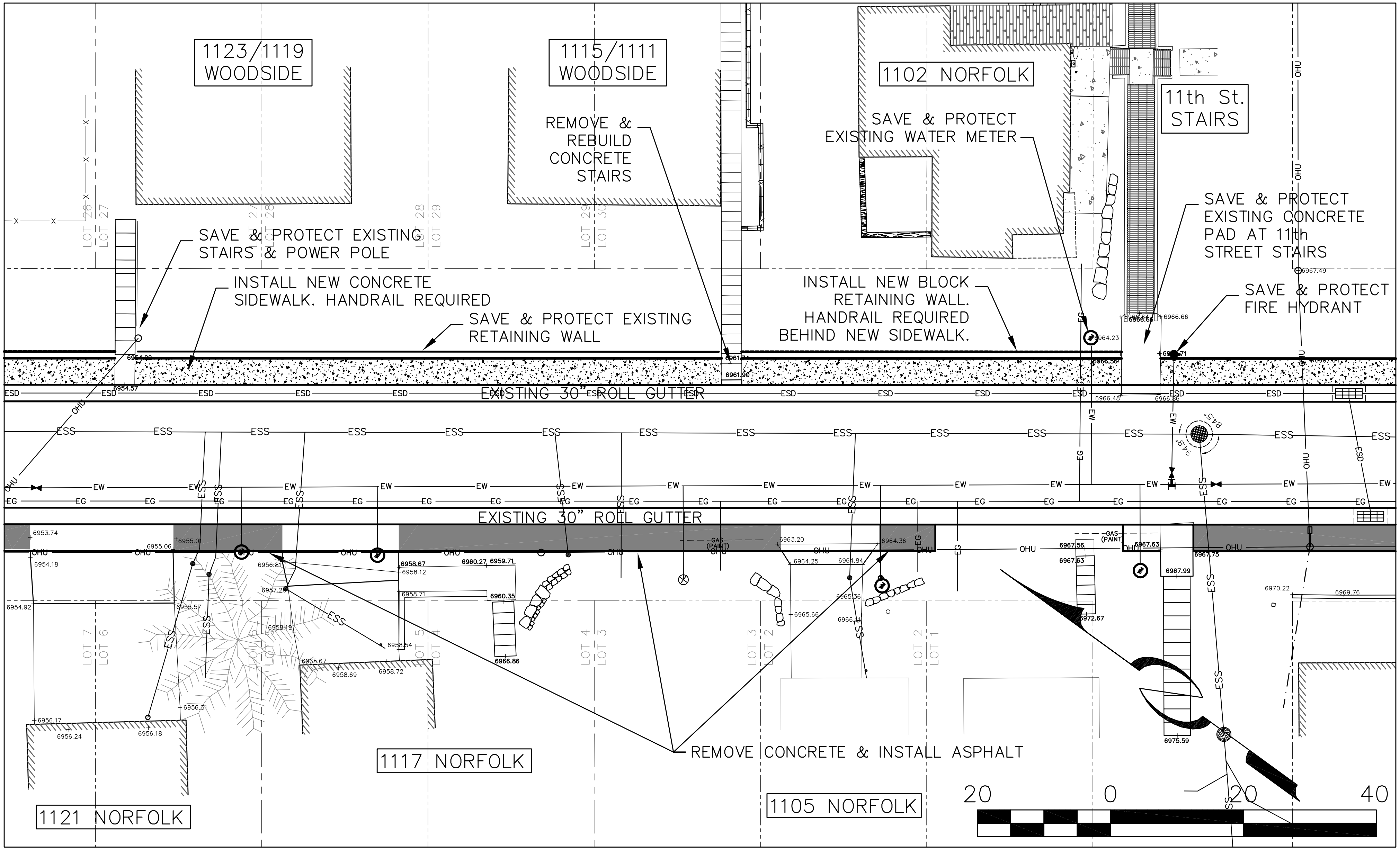

REMOVE:
REMOVE & REBUILD CONCRETE STAIRS FROM 1115/1111 WOODSIDE.
1105 CONCRETE SIDEWALK A=35SF
1117 CONCRETE SIDEWALK A=230SF
1121 CONCRETE SIDEWALK A=65SF

INSTALL:
55 LF BLOCK RETAINING WALL (48" MAXIMUM HEIGHT)
230 SF 4" CONCRETE SIDEWALK FROM 11th ST. TO 1115 WOODSIDE.
350 SF 4" CONCRETE SIDEWALK FROM 1115 TO 1123 WOODSIDE.
330 SF 4" ASPHALT AT 1105,1117,1121 REPLACED SIDEWALK.

SAVE & PROTECT:
FIRE HYDRANT & CONCRETE PAD AT 11th STREET STAIRS.
EXISTING CONCRETE STAIRS & POWER POLE AT 1123/1119 WOODSIDE.

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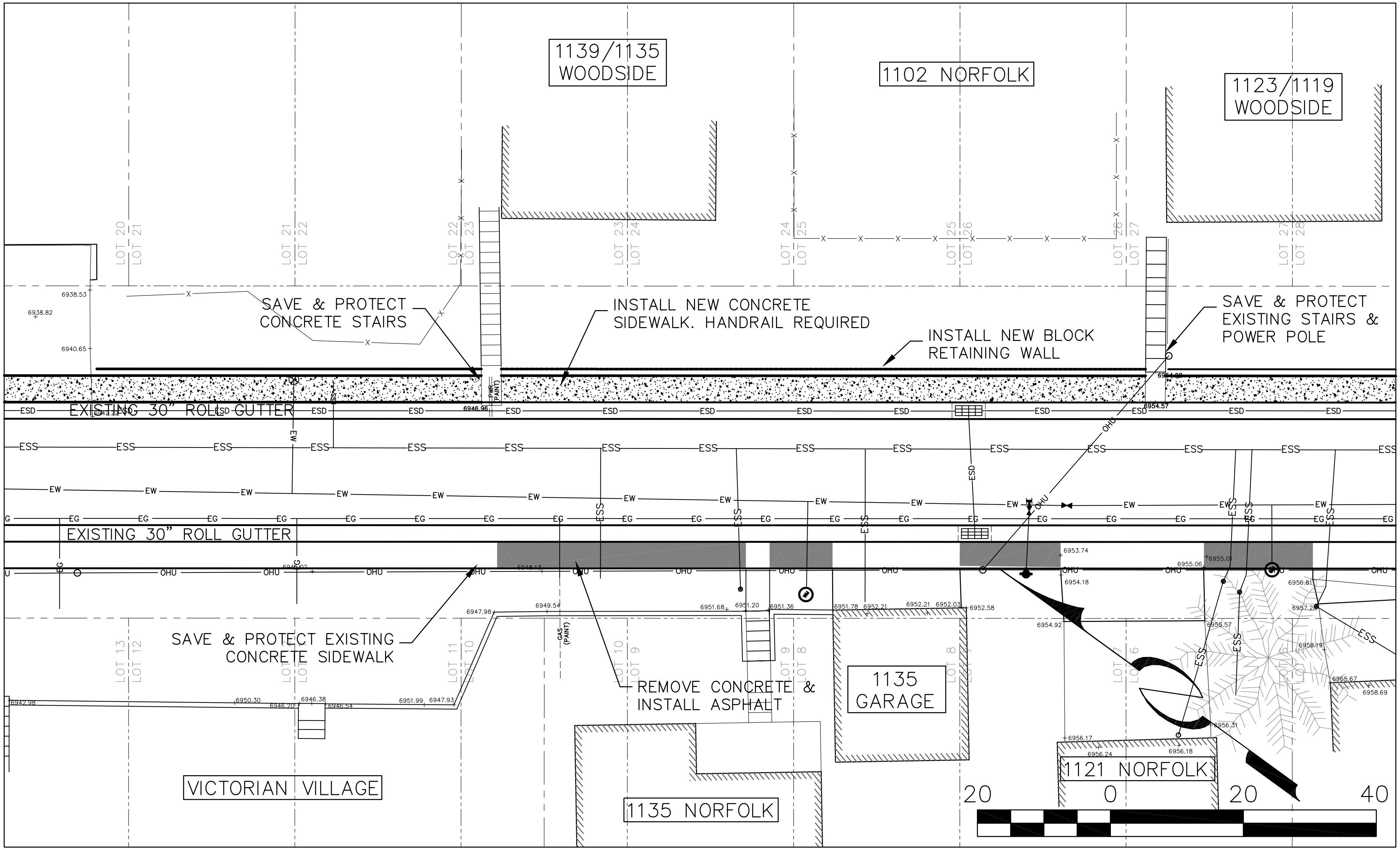

REMOVE:
1135/1121 CONCRETE SIDEWALK A=250SF

SAVE & PROTECT:
EXISTING CONCRETE STAIRS AT 1139/1135 WOODSIDE.

INSTALL:
95 LF BLOCK RETAINING WALL (48" MAXIMUM HEIGHT)
385 SF 4" CONCRETE SIDEWALK FROM 1123/1119 TO 1139/1135 WOODSIDE.
250 SF 4" ASPHALT AT 1135/1121 REPLACED SIDEWALK.

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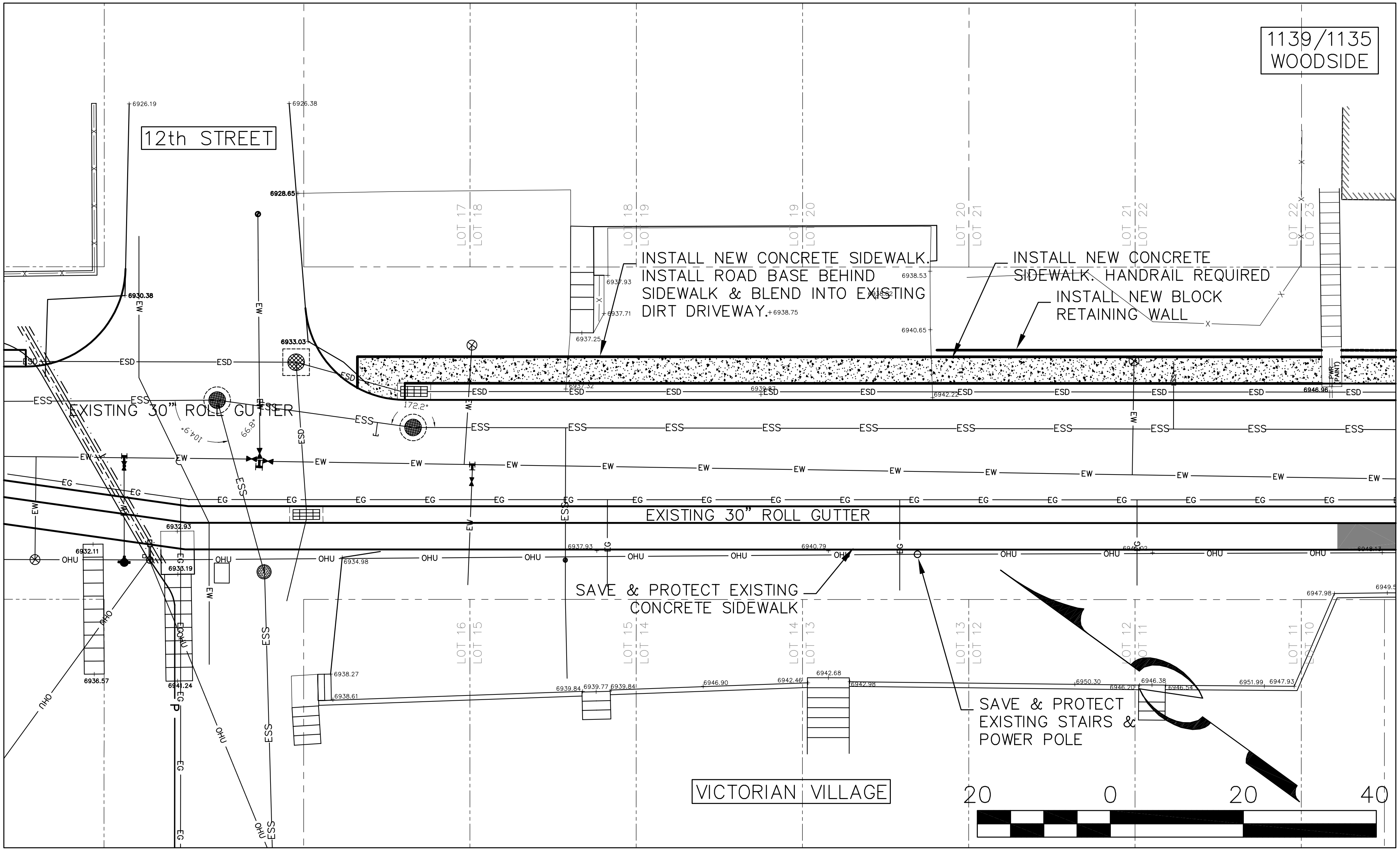

SHT 10 of 11

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INSTALL:
60 LF BLOCK RETAINING WALL (30" MAXIMUM HEIGHT)
580 SF 4" CONCRETE SIDEWALK FROM 1135/1139 TO 12th STREET.

To: Honorable Mayor/Members of City Council
Management Team
KPCW Park Record

From: City Manager's Office

MANAGER'S REPORT - NOVEMBER 12, 2009

REMINDER: Monday, November 16:

9 a.m. Breakfast meeting in Council Chambers with School Board and County Council

7 p.m. – 9 p.m. Leadership Program in Council Chambers

1. Park City Library Wins Second Runner-Up Award for Travel Display Contest – submitted by Linda Tillson. The library won second runner up in Frommer's Library Display Contest. The prize is fifty free Frommer's travel guides of the library's choice (a value of approximately $1000). Thirty two libraries competed in the contest. The winning display and runners up can be seen at **http://www.wiley.com/WileyCDA/Section/id-301897.html.**

2. Norfolk Avenue Residential Parking - submitted by Kent Cashel. On October 15th, 2009 Staff submitted a Manager's Report to City Council that detailed a two staged action plan to address parking issues that arose after the reconstruction of Norfolk Avenue (8th-13th). The reconstruction project included a sidewalk as recommended in the 2003 Old Town Improvement Study. The new sidewalk is situated on City owned right of way upon which many residents had used for informal (often non-conforming) parking spaces.

A summary of the two stage action plan is as follows:

Stage 1 Nov 15 – April 15 2009

Provide temporary parking relief to residents, while maintaining adequate space for safe pedestrian and traffic circulation as well as emergency vehicle access.

Stage II September 14th – May 2009

Staff will gather date regarding pre and post parking demand and supply and will develop alternative solutions to mitigate parking impacts created by inclusion of a sidewalk in the project reconstruction. Staff will actively engage the neighborhood throughout this development process. Staff plans to explore a full spectrum of approaches including but not limited to:

Regulatory changes
Residential Permit Program Changes
Capital Project

The above process is consistent with the City's (Council Adopted) Neighborhood Traffic Management Program.

Staff has formally notified Norfolk residents and begun the process of accepting applications and issuing permits for Stage 1 of the program as detailed below.

800-1000 Block (sidewalk located on the east side of street)
Street parking will be allowed on the west side of Norfolk, this is consistent with regulations throughout the residential permit zones. Parking on east side of road will be temporarily allowed (with permit) provided that parking is not on the street or sidewalk. This temporary accommodation will only be available November 15th – April 15th 2009.

1000 – 1300 Block (sidewalk located on west side of street)
Street parking will not be allowed on east side of street as there is inadequate off pavement space to allow for this. Parking will be temporarily allowed on the sidewalk located on the west side of street. This temporary accommodation will only be available November 15th – April 15th 2009.

Stage 1 Parking Enforcement
Some residents continue to park on the sidewalk as well as on both sides of Norfolk Avenue (while legal parking spots go unutilized). Staff is striving to accommodate residents parking needs, however to maintain adequate winter street width for the safe movement of vehicles, pedestrians, and emergency response vehicles the above regulations must be enforced.

Staff intends to begin a re-education program (written warnings) on Monday November 16th continuing thru November 29th. Following this two week re-education period parking enforcement will begin issuing citations.

3. Upper Park Avenue (South of Heber Avenue) - submitted by Brian Andersen.
This report will provide a brief overview of parking enforcement levels on Upper Park Avenue (as requested by City Council at its October 29th, 2009 City Council meeting). Upper Park Avenue is regulated under the city's residential permit program.

Enforcement Levels
Upper Park Avenue is scheduled for patrol by parking services officers seven days a week between the hours of 10 am to 10 pm. The number of patrols per day varies (up to three per day) during these hours. Park City Police monitor parking on Upper Park Avenue between 10pm and 10 am. Residential permit and safety regulations (fire hydrants, obstruction of traffic, blocking driveways and etc.) are enforced.

Citation History

Parking Services enforcement objective is to obtain compliance with parking regulations, maximizing the volume of parking tickets issued is not an objective. However, parking citations do serve as an indication of enforcement activity. Ticket history for the 2008-09 winter and non-winter seasons for Upper Park Avenue are included below.

Dec 08 – April 09	April 09-October 09
354 Citations	140 Citations

It is important to note that the above counts are not inclusive of informal written or verbal warnings that are issued but not tracked in the City's citation system.

Parking Services continually reviews and adjusts enforcement schedules based upon observed levels of parking regulation compliance.

4. Quinns Junction Water Treatment Plant Schedule & Sustainable Design Features – submitted by Kathy Lundborg.

Schedule Update:

On August 20, 2009, Staff reported to Council that the design of the Quinn's Water Treatment Plant (WTP) was behind schedule due to several reasons. Staff was asking for input from Council on whether a temporary treatment option should be pursued for the summer of 2010 since the WTP would not be constructed by that time. Direction was to not pursue the temporary treatment. If 2010 is a dry year, the Drought Ordinance will be employed to address any potential water shortages.

On September 9, 2009, the Planning Commission approved the Conditional Use Permit and the Master Planned Development for the WTP. Due to the delay in getting these approvals, it was determined there wasn't enough time for the City to do a 90% review of the plans before getting the project out to bid if we were to maintain the schedule of getting the WTP operational by the fall of 2010. The plan review would occur during the bidding process and any changes in design would be issued through bid addendums. This was less than ideal because it wasn't known how many changes might actually be needed. However, given the time constraints, it was the decided path.

In late September, construction documents were available for prequalified contractors to bid and a pre-bid meeting was held in early October. Contractors had many concerns over the level of detail within the construction documents, as did the City's project team upon getting the plans for review. There was not enough detail on some key items which creates Contractor uncertainty and thus higher bids. A revised strategy was developed by the project team to ensure the City would get a top quality facility at the best price possible. With this change, it is now estimated the WTP will be operational in the spring of 2011. The project team is more confident in this approach. Basically, a metal building contractor will be procured, they will finalize the metal building design, as is common practice with this type of building, and the final building design elements will be incorporated into the WTP construction documents. The entire facility construction package will be bid in late

February 2010, and construction will commence in the spring of 2010.

When Staff reported to Council on August 20, 2009, it was estimated the WTP would be operational by November 2010. Now it is estimated to be operational in May 2011. Water demand through the winter is much less than summer, so Staff does not feel there is much potential impact to meeting water deliver needs by delaying the WTP construction.

Sustainable Design Features:

Staff has worked to incorporate as many sustainable design features as possible. The attached memo from Bowen Collins & Associates, the Owner Representative for the WTP, provides a summary.

BOWEN COLLINS
& Associates, Inc.
Consulting Engineers
756 East 12200 South
Draper, Utah 84020
Tel: (801) 495-2224
Fax: (801) 495-2225

MEMORANDUM

Date: October 2, 2009

To: Kathy Lundborg
Water Department Manager
P.O. Box 1480
Park City, Utah 84060

From: Jeff Beckman
Bowen, Collins & Associates

Copies: File

Subject: Quinn's Junction Water Treatment Plant Sustainable Design

The purpose of this memorandum is to summarize some of the design features of the Quinn's Junction Water Treatment Plant (QJWTP) that promote energy efficiency and sustainable design. As you are aware, Park City has adopted a resolution, which promotes "green high performance building requirements for all new or renovated public buildings". The resolution requires all new buildings to be designed to meet an Energy Star score of 75 or greater and achieve a LEED Certified level. These requirements promote sustainable buildings and energy management.

The resolution also exempts "buildings that will not be occupied, or that serve specialized functions (including pump stations, garages, storage buildings, equipment areas, etc.)." It is our opinion that the QJWTP would be included in this exemption. However, in an effort to promote sound environmental practices the QJWTP design incorporates design features that promote sustainable buildings and energy management as identified in the resolution. The following paragraphs briefly discuss some of the included features:

Turbine Power Generators: The QJWTP design includes horizontal reverse pump turbine power generators. The turbine generators will beneficially use the available pressure head at the treatment plant to generate electrical power. The power then can be used to subsidize the power needed to run the treatment plant. Continuous operation of the turbines will result in substantial power reductions throughout the years. Ultimately, there will be 5 turbine generators within the QJWTP. Two of the turbine generators will be purchased and installed shortly after construction of the first phase of the QJWTP is finished. Three additional turbine generators will be installed as the plant is expanded. The estimated cost of the five turbine power generators is over $250,000.

Inline Mixing Equipment: Typical water treatment plants utilize open basins at the head of the treatment plant for mixing of coagulants with in influent flow. The QJWTP will use inline static mixers for the addition of coagulants. Utilization of inline mixers make it possible to use the available pressure head from the influent sources to drive the water through the membrane treatment system, thus eliminating the need for additional pumping. The estimated cost for the inline static mixers is $50,000.

Additional Insulation: The QJWTP design includes significant insulation in the roof and wall panels in an effort to reduce the heating and cooling requirements. The roof panels have an R-value (thermal resistance) of 48 and the side walls have an R-value of 24. The estimated cost of the additional insulation in the membrane building and the maintenance building is $50,000.

Costs

The estimated cost to install these sustainable building and energy management features is summarized below:

Table 1
Sustainability Feature Costs

Feature	Cost
Turbine Power Generators	$250,000
Inline Mixing Equipment	$50,000
Additional Insulation	$50,000
Total	**$350,000**

The estimated construction cost of the QJWTP is approximately $8.0 million. The estimated costs of the sustainable building and energy management features exceed 4% of the estimated QJWTP construction costs. 4% of the estimated QJWTP construction cost would equal $320,000.

Green Roof

It should be noted that in the early design phases of the QJWTP, the design team considered covering the building roof with vegetation (green roof). However upon evaluation, it was decided that installation of a green roof would not be prudent for this project. Some of the reasons for not utilizing a green roof include the following:

Architecture: The QJWTP design team worked closely with the Park City Planning

Commission to develop an architectural theme that would meet the objectives of the Planning Commission. It was decided that the project would be designed to represent Park City's historic mining industry. Thus the design incorporates rustic industrial architecture. The current design has been presented to and accepted by the Planning Commission.

Roof Hatches: The roof of the QJWTP includes several large roof hatches. These roof hatches provide for easy installation and removal of large equipment within the building. It was the design team's opinion that large openings with metal roof hatches would take away from the objective of a green roof.

Structural Design: The structural design of the QJWTP incorporates a metal building as the main structural frame. Incorporation of a green roof would require significant modifications to the structural design of the building, thus resulting in increased costs.

Upon evaluation, it was decided that the QJWTP as currently designed provides sustainable and energy management features, and also meets the architectural objectives of the Park City Planning Commission.

City Council
Staff Report

Author: Matthew A. Twombly
Subject: Utility Access & Maintenance Easement – Racquet Club Village
Date: April 22, 2010
Type of Item: Grant of Easement

Summary Recommendation:
Staff recommends that the City Council grant a Utility Access & Maintenance Easement to the Racquet Club Village condominiums for the purpose of allowing them access to the storm drain line on the Racquet Club property.

Description:

Topic: Grant of Utility Access and Maintenance Easement

Background:

In November of 2008 Jack Johnson performed an ALTA survey of the Racquet Club property in order to proceed with the subdivision of the metes and bounds parcel prior to the renovation of the Racquet Club. On March 26, 2009 the City Council conducted a public hearing and approved the Racquet Club Subdivision plat and ordinance.

Analysis:

On the plat, a storm drain line was identified across the western property lines. After further review it was determined that the storm drain line ran from the Racquet Club Village property across the Racquet Club property back to the Racquet Club Villages. The plat was recorded on March 25, 2010 and the easement was shown but the legal description was not included on the Plat. It was recommended by the City Engineer that the storm drain line have a recorded easement. Because the easement is on City property Council must grant the easement to the Racquet Club Villages. The easement, description and exhibit are attached as exhibit A.

The storm drain and easement runs along and just off the western property line of the Racquet Club. The line and easement is beyond the exterior tennis courts in the lawn area so there is no risk of damage to the tennis courts if access and maintenance is needed on the storm drain.

Department Review:

City Manager, Legal, Sustainability, and Engineering departments have reviewed this report.

Alternatives:

Approve the Request:
Where the storm drain line historically exists in this location, having recorded the plat containing the easement and having a formalized easement benefits both parties staff recommends the City Council dedicate a Utility Access and Maintenance Easement to the Racquet Club Villages.

Deny the Request:
Denying the request would cause a conflict between the plat and a recorded easement.

Continuance:
The Council may continue the item if they feel there is not enough information to make a decision.

Do Nothing:
Same effect as continuance.

Significant Impacts:
No significant impacts.

Consequences of not taking the recommended action:
The easement will be recorded on the plat but not the easement and legal description.

Recommendation:
Staff recommends that the City Council grant a Utility Access & Maintenance Easement to the Racquet Club Village condominiums for the purpose of accessing the storm drain line on the Racquet Club property.

Exhibit A: Utility Access and Maintenance Easement

When recorded return to:
PARK CITY MUNICIPAL CORPORATION
Attention Engineering Division
P O Box 1480
Park City UT 84060

GRANT OF UTILITY ACCESS AND MAINTENANCE EASEMENT

For valuable consideration; the receipt and sufficiency of which is hereby acknowledged, PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, located in Summit County in the State of Utah, "Grantors", hereby grants to, **RACQUET CLUB VILLAGE** "Grantees", a utility access and maintenance easement **Twenty** (**20)** feet in width in, across and through the following described property, which easement shall be as described on Exhibit "A" which is attached hereto and incorporated herein by this reference, for the purpose of operation, maintenance, repair, and replacement of a storm drain line and appurtenant facilities.

Upon completion of any operation, maintenance, repair, and replacement activities, Grantees shall restore the surface of the land disturbed within the easement area to as near as practicable to its original condition.

Grantor(s) agree to not construct or to permit others to construct or install any fences, hard surfaced areas, or other permanent or temporary obstructions or improvements within the boundaries of the easement area that might interfere with the Grantees' ability to gain access to the easement for operation, maintenance, repair, and replacement purposes. Any such obstruction installed or permitted to be constructed, installed or maintained within the boundaries of the easement area shall be removed at Grantor's sole expenses.

Dated this _____ day of __________ , 2010.

GRANTORS: **PARK CITY MUNICIPAL CORPORATION**

____
Dana Williams, Mayor

Attest:

____
City Recorder's Office

Approved as to Form:

____
City Attorney's Office

GRANTEES: Racquet Club Village HOA

By: ____________________________________
(print name and title)

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this day of , 2010, before me, the undersigned notary, personally appeared Ben Lignugaris-Kraft, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he signed it voluntarily for its stated purpose as President for Racquet Club Village Homeowner's Association, a corporation.

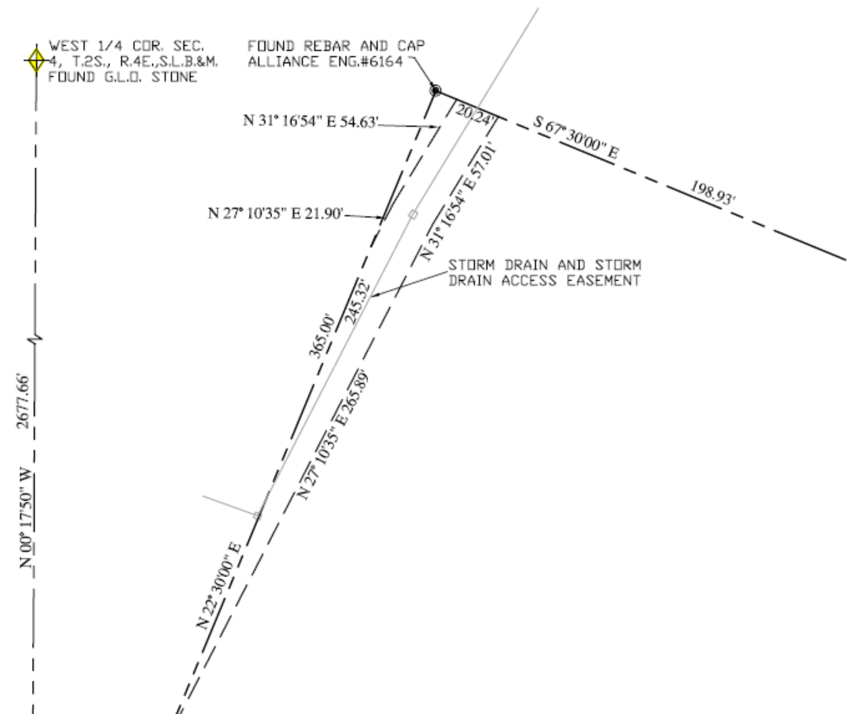
____
Notary Public

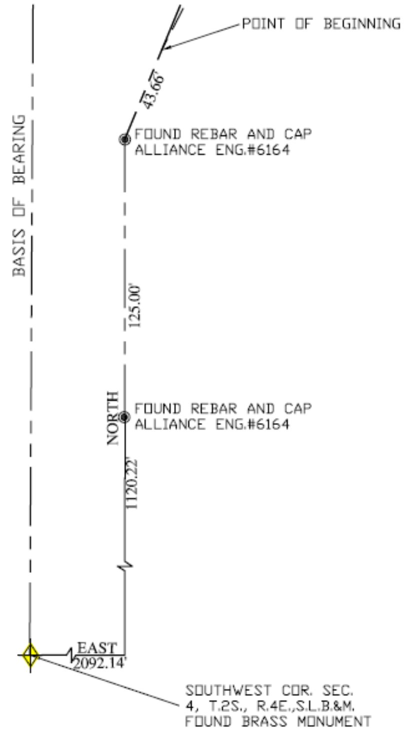
EXHIBIT A

A utility access and maintenance easement upon part of Lot 1, Racquet Club Subdivision, according to the official plat thereof more particularly described as follows:

DESCRIBE THE EASEMENT

Beginning at a point on the westerly property line of the Park City Racquet Club, said point being the following three courses from the Southwest corner of Section 4, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence East 2092.14 feet; North 1245.22 feet; thence North 22º30’00” East 43.66 feet to said point of beginning: thence North 27º10’35” East 265.89 feet; thence North 31º16’54” East 57.01 feet to the northerly property line of said Park City Racquet Club; thence North 67º30’00” West 20.24 feet coincident with said property line; thence South 31º16’54” West 54.63 feet; thence South 27º10’35” West 21.90 feet to the westerly property line of said Park City Racquet Club; thence South 22º 30’00” West 245.32 feet coincident with said westerly property line to the point of beginning.





EASEMENT DESCRIPTION

Beginning at a point on the westerly property line of the Park City Racquet Club, said point being the following three courses from the Southwest corner of Section 4, Township 2 South, Range 4 East, Salt Lake Base and Meridian; East 2092.14 feet; thence North 1245.22 feet; thence North 22°30'00" East 43.66 feet to said point of beginning: thence North 27°10'35" East 265.89 feet; thence North 31°16'54" East 57.01 feet to the northerly property line of said Park City Racquet Club; thence North 67°30'00" West 20.24 feet coincident with said property line; thence South 31°16'54" West 54.63 feet; thence South 27°10'35" West 21.90 feet to the westerly property line of said Park City Racquet Club; thence South 22° 30'00" West 245.32 feet coincident with said westerly property line to the point of beginning.

JACK JOHNSON COMPANY
Designing World Destinations

PARK CITY RACQUET CLUB

STORM DRAIN EASEMENT EXHIBIT

PARK CITY,UTAH

path: X:\1170 Park City Municipal\SURVEY\DRAWI
plot date: February 17, 2010 | plotted by:

ISSUE DATE: FEB 17, 2010

City Council
Staff Report

Subject:	**Rocky Mountain Power Work Agreement for Electric Utility Line Relocation for the Bonanza Drive Reconstruction Project**
Author:	**Matthew Cassel, P.E., City Engineer**
Department:	**Engineering**
Date:	**April 22, 2010**
Type of Item:	**Administrative**

Summary Recommendations:
The Council should authorize the City Manager to execute the attached Work Agreement with Rocky Mountain Power (RMP), Inc, in a form approved by the City Attorney, for electric utility line relocations related to the construction of Phase 2 for Bonanza Drive in the amount of $131,830.

Topic/Description:
In January 2008, H. W. Lochner completed the Bonanza Drive Corridor and Pedestrianization Plan. City Council reviewed and approved this concept plan during their January 24, 2008 meeting. The design will include raised medians along a short section of Bonanza Drive per City Council direction (near the intersection of Kearns Boulevard), acceleration lanes at Prospector Avenue, “no left turn” restrictions, Bicycle lanes, northbound bus pull-out, trail connection including a pedestrian tunnel at the Iron Horse intersection, pedestrian crossing, consistent 6 foot wide sidewalks, speed limit feedback signs, right turn lane at Iron Horse and lengthened southbound left turn lane at Deer Valley Drive. As part of this work, the existing sewer line will be relocated due to the pedestrian tunnel and replaced to SR-248, the existing water line will be relocated due to the pedestrian tunnel and a new transmission water line will be installed.

Because of the size of this project, it was decided early in the design process to break the project into two construction seasons. The first construction season included the installation of the transmission waterline from Deer Valley Drive to Kearns Boulevard and the reconstruction of Bonanza Drive from Deer Valley Drive to a point just north of Upper Iron Horse Drive. The second construction season would complete the utilities, construct the pedestrian tunnel and reconstruct the rest of Bonanza Drive and its associated facilities. Finding resolution on numerous issues this winter has delayed the start of the second season of construction and a partial third season of construction may be required. The project was originally anticipated to be bid as one complete project in June of 2009.

In the spring of 2009, numerous issues still remained unresolved on the project and UDOT indicated they would not proceed with bidding until those issues are resolved. All of the unresolved issues pertain to the second season of construction. To keep the project moving forward, staff decided to split the project into two biddable phases. The first phase was all work associated with the first season of construction and the second phase is all work associated with the second season of construction.

This contract is with Rocky Mountain Power to provide electrical utility line relocation services for the second phase of the Bonanza Drive reconstruction. The existing electrical utility lines are located in Bonanza Drive running north to south and will conflict with the proposed pedestrian tunnel alignment as it crosses near the intersection of Bonanza Drive and Iron Horse Drive. It should be noted that the contractor selected for the road and tunnel portion of this project will excavate and install the necessary conduits to be used by Rocky Mountain Power and when all work is complete, demolish and remove the abandoned conduit and cable. This contract with RMP will be to pull new cable through the installed conduits, and coordinate the shutdowns, power rerouting for the City and termination of the new power cables.

The Council has approved funding for this project as follows:

Capital Project cp0097 (Bonanza Drive Reconstruction) initially contained $1,757,671 for the project and our Water Department will provide funding for the new transmission waterline. Additional monies in the amount of $1,072,616 have been encumbered through UDOT's STP Small Urban Funds Program and monies have been allocated in the walkability bond. These additional monies will be used on the second phase of the project. SBWRD will also provide funding for the replacement of their sewer line. Design services, construction management services and the actual construction are all included with the funding package for this project.

Analysis:
Rocky Mountain Power is a sole source provider of power to Park City. The electrical utility lines to be relocated are owned and operated by Rocky Mountain Power. The utility lines are located within Park City's Right-Of-Way based on our franchise agreement with this utility company.

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

Alternatives:

A. Approve the Request:
This is the staff's recommendation.

B. Deny the Request:
If this request is denied, the construction of the pedestrian tunnel crossing Bonanza Drive could not be accomplished because of the tunnels conflict with the existing electrical utility lines.

C. Continue the Item:
If the Council needs more information the item can be continued, but this would cause the same consequence as denying the request.

D. Do Nothing:

This option would not allow for the construction of the pedestrian tunnel crossing Bonanza Drive until the existing electrical utility lines are relocated.

Significant Impacts:
The construction of the pedestrian tunnel across Bonanza Drive will heavily impact the adjacent businesses especially when the Bonanza Drive/Iron Horse Drive intersection is closed to allow for the tunnel construction. The contractor will be allowed up to three weeks to complete the construction of the tunnel within this road intersection. This three week time period can be accomplished only if the existing electrical utility lines are relocated prior to closing of the road and starting the construction on the pedestrian tunnel. To minimize the impact of the tunnel construction and utility relocation, an aggressive public involvement (PI) program will be in place to keep the neighboring businesses and residents informed of the construction. The PI program includes a Bonanza Drive business owner workshop to be held on April 21st. This marketing workshop is an opportunity for businesses to hear from marketing professionals about marketing strategies to sustain their business during this upcoming phase of the Bonanza Drive construction and beyond.

A monetary incentive will also be provided to the contractor to complete their work in the Bonanza Drive and Iron Horse intersection as quickly as possible. The funds for the relocation of the electrical utility lines by RMP have been appropriated and are part of the walkability bond designated for the Bonanza Drive pedestrian tunnel.

Consequences of not taking the recommended action:
Bonanza Drive is an important commuter link for the City, but is seeing a significant increase in traffic congestion. The pedestrian tunnel will create separate grades between vehicles and bicyclists and pedestrians which will allow for safer crossings at this busy intersection. By not taking the recommended action, construction of the pedestrian tunnel crossing Bonanza Drive could not be accomplished because of the tunnels conflict with the existing electrical utility lines.

Recommendation:
The Council should authorize the City Manager to execute the attached Work Agreement with Rocky Mountain Power (RMP), Inc, in a form approved by the City Attorney, for electric utility line relocations related to the construction of Phase 2 for Bonanza Drive in the amount of $131,830.

Exhibit - Rocky Mountain Power Customer Requested Work Agreement

ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

March 30, 2010

6280 N. SILVER CREEK DR. PARK CITY, UTAH 84098 (435) 655-7813

Park City Municipal Corporation
Attn: Matt Cassel
PO Box 1480
Park City, UT 84060

Re: Electric Utility Line Relocation at: Bonanza Dr and Iron Horse intersection Summit County, UT

Mr. Matt Cassel,

Enclosed please find three agreements, which pertain to our proposed electric line relocation.

- Please sign and date the first page of these agreements, and return all three of these agreements, in the self-addressed envelope, which I have included.
- Please submit to me the amount requested of $ 131,830.00.
- After all of these documents are returned, our "Operations Manager", will execute each document with his signature. An original signed copy will be returned to you by mail.

Please feel free to contact me if you have any further questions. (435) 655-7813

Sincerely

R Duane Layton

R Duane Layton
Journeyman Estimator
Park City Area

cc. file

Duane Layton
Work Order #: 05294814
Cust. Acct. #: Park City Corporation

CUSTOMER REQUESTED WORK AGREEMENT

This Customer Requested Work Agreement (this "Agreement"), dated **March 30, 2010**, is between PacifiCorp, doing business as Rocky Mountain Power ("Company"), and **PARK CITY MUNICIPAL CORPORATION**, ("Customer"), for work to be performed by Company for Customer at or near **Bonanza Dr at Iron Horse Dr** in **Park City, County, State of Utah.**

Description:

Underground Relocation

The Customer will provide, all necessary trenching and backfilling, and will furnish and install all distribution vaults, conduit and duct required by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer also agrees to:
a) Establish final grade for routing of circuits, placement of enclosure pads, vaults, junction boxes and other underground facilities as required by Company.
b) Install and maintain property lines and survey stakes; and,

If any change in grade, or property lines, or any surface improvements require Company to change its facilities, or causes addition cost to Company, Customer agrees to reimburse Company for such change or cost.

Payment to Company: In consideration of the work to be performed by Company, Customer agrees to pay the estimated costs of **$ 131,830.00**, in advance, with the understanding that there will be no other charges or refunds for the above specified work. **Estimated cost is valid for 90 days from the agreement date.**

Requested Date of Service: **All "Electrical" work for this project will Start, no earlier than May 3rd and completion of all Company work to be on or before August 2nd**

Any correspondence regarding this work shall be directed to the appropriate party as shown below:

PARK CITY MUNICIPAL CORPORATION
Matt Cassel, P.E.
PO Box 1480
Park City, UT - 84060
Phone (435) 615-5075
Cellular **(435) 640-6409**
Fax **(435) 615-4906**

Rocky Mountain Power
Duane Layton
6280 N Silver Creek Dr
Park City, UT - 84098
Phone (435) 655-7813
Cellular ( )
Fax (435) 655-7831

This Agreement, upon execution by both Company and Customer, shall be a binding agreement for work performed by Company to accommodate Customer at the Customer's expense. The provisions of Appendix A General Terms and Conditions are an integral part of this Agreement.

PARK CITY MUNICIPAL CORPORATION

By X ______________________
Signature

Title X ______________________

X ______________________
Print name of Signing Officer

X ______________________
Date

ROCKY MOUNTAIN POWER

By ______________________
Signature.

Title **OPERATIONS MANAGER**

JEFF LINDLEY
Print name of Signing Manager/Officer

____
Date

Appendix A
GENERAL TERMS AND CONDITIONS

LIABILITY AND INDEMNIFICATION

The Customer shall indemnify, defend and hold harmless the Company to this Agreement and the Company's officers, directors, agents, employees, successors and assigns from any and all claims, demands, suits, losses, costs, and damages of any nature whatsoever, including attorney's fees and other costs of litigation brought or made against or incurred by the Company and resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of the Customer, its employees or any officer, director, or employee or agent of the same and related to the subject matter of this Agreement. The indemnity obligation shall include, but not be limited to, loss of or damage to property, bodily or personal injury to, or the death of any person. The Customer's obligation under this provision of the Agreement shall not extend to liability caused by the sole negligence of the Company.

WORK COMPLETION

Company agrees to use commercially reasonable efforts to begin performance of the work on the date(s) specified above. In those instances where by reason of unanticipated events or emergencies which cause power outages or threaten the Company's ability to continuously provide electric service as it is required to do by law or by contract, then the Company personnel assigned to perform the work may be withdrawn from the work until such time as the unanticipated event or emergency is concluded. In the event that the Company personnel are removed from the work in response to such an event or emergency, then the time for completion of the work shall be extended by a period of time equal to that period from the time the personnel are removed from the work until they are available to complete the work plus 48 hours.

It is expressly agreed that the Company and those persons employed by the Company in connection with the work described herein are not employed by or employees of the Customer.

Company warrants that its work shall be consistent with prudent utility practices. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES. Company's liability for any action arising out of its activities relating to this Agreement shall be limited to repair or replacement of any non-operating or defective portion of the work. Under no circumstances shall Company be liable for economic losses, costs or damages, including but not limited to special, indirect, incidental, punitive, exemplary or consequential damages.

The Customer may, at reasonable times and by written agreement with the Company, request additional work within the general scope of the work as described in this Agreement or request the omission of or variation in the work, provided, however, that the Customer and Company agree to increase or decrease the amount the Customer is to pay the Company and such changes in scope are reasonably acceptable to the Company. Any such change to the scope of the work and the associated adjustment of costs shall be in writing and shall be submitted when obtained as an addendum to this agreement after being signed by both parties.

GENERAL

PAYMENTS: All bills or amounts due hereunder shall be payable to Company on the 25th day following the postmarked date of the bill. In the event that all or a portion of Customer's bill is disputed by Customer, Customer shall pay the total bill and shall designate that portion disputed. If it is later determined that Customer is entitled to a refund of all or any portion of the disputed amount, Company shall refund that portion of the amount of which Customer is found to be entitled. All billing statements shall show the amount due for the work performed.

COLLECTION: Customer shall pay all costs of collection, including court costs and reasonable attorney's fees upon default of customer, in addition to interest at a rate of 1.5 percent per month on any amounts not paid within thirty (30) day of invoice.

ASSIGNMENT: Customer shall not assign this Agreement to any successor without the written consent of Company, which consent shall not be unreasonably withheld. If properly assigned, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the party making the assignment.

City Council Staff Report

Subject: **Professional Services Contract for a Traffic and Transportation Master Plan**
Author: **Matthew Cassel, P.E., City Engineer**
Kent Cashel, Transportation Manager
Thomas Eddington, Planning Director
Date: **April 22, 2010**
Type of Item: **Administrative**

Summary Recommendations:
The Council should authorize the City Manager to sign the attached Service Provider/Professional Services Agreement with InterPlan Company for consultant services related to the Traffic and Transportation Master Plan study in the amount of $262,296.00.

Background/Description:
A street master plan was prepared for Park City by Wayne Van Wagoner and Associates in 1984. This master plan was in essence a street inventory that included roadway design standards and provided a street capital improvement plan. Since that time, the Old Town Infrastructure Study (OTIS) was completed in 2002 and numerous small localized traffic studies have been performed over the years in highly congested areas of concern. As traffic congestion increases, Park City recognizes the need to develop a comprehensive master plan for the City's transportation system. It is anticipated that this tool will be useful for the City to understand and resolve current and anticipated future traffic and transportation issues. This master plan will complete the transportation section of the General Plan currently being updated by our Planning Department.

The Council has approved funding for this project as follows:

Capital Project cp0234 (General Plan Update) contains $120,000 for the project and our Transit Department will provide $150,000 of additional appropriated funding for the study.

Analysis:
A review committee consisting of Kent Cashel (Public Works), Katie Cattan (Planning), Sayre Brennan (Public Works), Matt Twombly (Sustainability), Tom Eddington (Planning) and Matt Cassel (Engineering) evaluated six submitted Statement of Qualifications (SOQs) from consulting firms as listed below:

<u>FIRM</u>
Fehr and Peers
Horrocks Engineers
JUB Engineering

InterPlan Company
Schmueser, Gordon, Meyer
Stanley Consultants

The SOQs were evaluated based on the following criteria:

1. Experience on similar projects (20% of total score),
2. Strength of individuals committed to the project (15% of total score),
3. Strengths of individuals drawn from outside of Utah (15% of total score),
4. Project management skills (15% of total score),
5. Communication and public involvement skills (15% of total score),
6. Strength of SOQ addressing Park City concerns (15% of total score), and
7. Other factors (5% of total score)

Fehr and Peers, JUB Engineering, InterPlan Company, and Stanley Consultants were the top four ranking firm and were shortlisted for interviews. From the shortlist interviews and the SOQ evaluation, the selection committee determined that InterPlan Company was the best choice for providing professional design services to the City on this project.

To determine the final scope of services and subsequent fee, a charrette was conducted by InterPlan Company with numerous City staff members. This charrette was a requirement of the Request for Statements of Qualifications issued by Park City. The goal of the charrette was to help InterPlan develop a scope of services that matches the concerns and issues of the City. Those City staff members that were invited but could not attend the charrette were afforded the opportunity to individually meet with InterPlan so their issues and concerns could be shared. The draft scope of services and proposed fee were then submitted by InterPlan and negotiated to the final scope and fee.

The following are the deliverables to be provided by InterPlan per the final negotiated scope of work:

- A travel demand model that will be capable of estimating travel on roads, transit and walk/bike modes in Park City. This model will be used to forecast future traffic, transit use and walk/bike uses based on a range of land use scenarios. The model will be capable of predicting traffic changes based on land use changes,
- A VISSIM model will be developed. This model will be capable of taking the information from the travel demand model and creating a visual simulation model to show the performance of our streets, transit and walk/bike networks,
- Existing street and pathway inventory in a paper map and as GIS layers that will include the street classification and whether it is a public or private road, and
- A scenario development and alternative analysis will be conducted and

submitted as part of the final report. Up to five land use scenarios will be evaluated and then three alternative transportation possibilities will be tested for each land use scenario. This will create up to 15 transportation and land use alternatives combinations that will be evaluated,

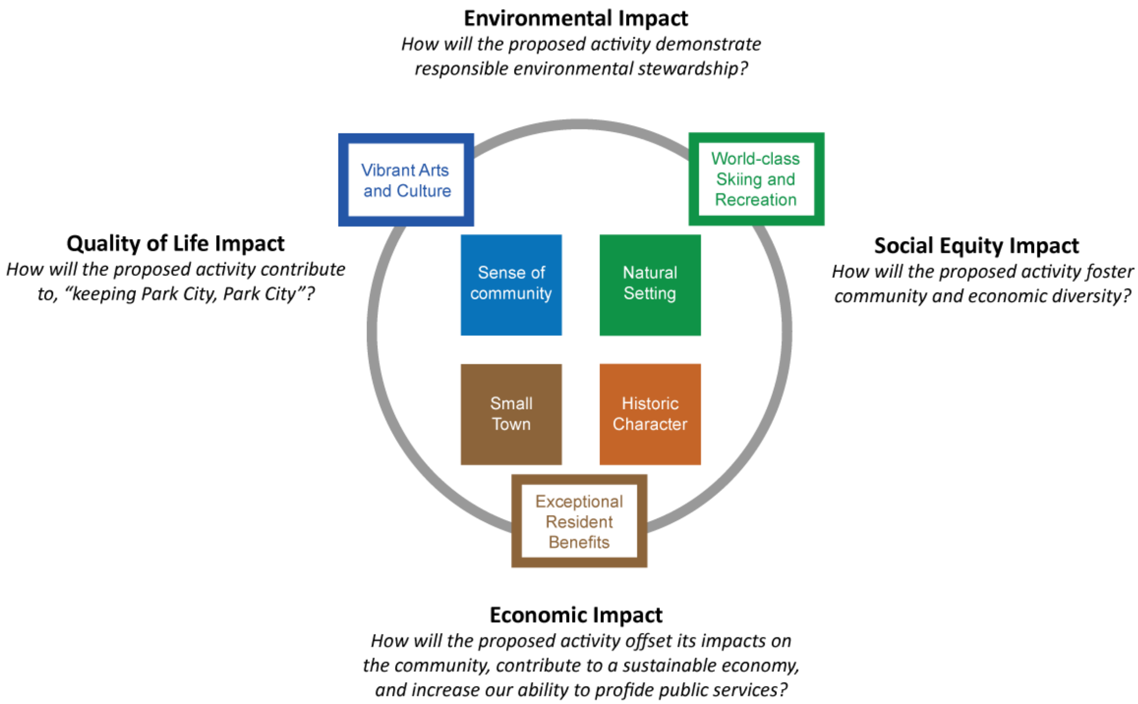
- Transportation goals will be developed and included in the final plan. It is anticipated that three to five broad transportation goals will be developed and stated in the final master plan report,
- Street cross section standards will be provided as part of the final master plan. As each road in Park City is classified (local, collector, etc.), a typical cross section will be developed. These cross sections will be developed based on the existing Right-of-Way width and will include the paved roads width, snow storage and curb and gutter and possibly sidewalk, bike lanes and parking,
- Capital facilities plan development and recommendations on the next steps. The final master plan report will include a section on recommended short term capital improvements and a planning level cost for the possible long term capital projects (next recommended steps), and
- A final report will be submitted in draft and final form. It is anticipated that City Council will adopt the final traffic and transportation master plan.

The master plan process will include numerous stakeholder, public, Planning Commission and City Council meetings as listed below:

- Stakeholder Committee Meetings – Three to four meetings with the stakeholder committee will be held throughout the master plan process,
- General Public Involvement - Two open house style meetings are planned capable of gathering input from the entire community,
- Planning Commission – Updates to the Planning Commission will be provided up to a total of five meetings.
- City Council – Three update meetings with City Council will be held throughout the master plan process. Additionally, two meetings may be necessary for City Council adoption of the final plan and report.

This master planning process is part of a series of Park City's broader planning efforts to ensure that we can provide infrastructure and services for full-time residents and amenities for visitors, all while balancing the competing nature of our quality of life, environmental sustainability and economic viability. These efforts additionally include the general plan updates and the Lower Park Avenue and Bonanza Park redevelopment consideration.

The Traffic and Transportation Master Plan will be completed in-keeping with the recent Community Visioning process, which developed an evaluative framework which identified multiple criteria essential to Park City's long term sustainability: economic impact, environmental impact, quality of life impact and social equity impact.



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

Alternatives:

A. Approve the Request:
This is the staff's recommendation.

B. Deny the Request:
If this request is denied, a master plan for our transportation system would not be completed and the section pertaining to transportation in our updated General Plan could be incomplete.

C. Continue the Item:
If the Council needs more information the item can be continued.

D. Do Nothing:
This option would not allow for the creation of a traffic and transportation master plan for Park City.

Significant Impacts:
The analysis and preparation of the master plan will have no significant impacts. The funds for the consultant's contract have already been appropriated, and there are no budget impacts which the Council hasn't already considered in the FY2010 budget.

Consequences of not taking the recommended action:
Traffic and transportation issues have long been a highly charged issues for Park City. The creation of a master plan will help the City better plan for anticipated traffic and

transportation issues. If the recommended action is not taken, Park City will not have this tool to help plan for the future of our transportation infrastructure.

Recommendation:
The Council should authorize the City Manager to sign the attached Service Provider/Professional Services Agreement with InterPlan Company for consultant services related to the Traffic and Transportation Master Plan study in the amount of $262,296.00.

Exhibit - Professional Service Agreement with InterPlan Company including scope, proposed fee and proposed project schedule

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____________, 2010, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and INTERPLAN COMPANY, 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"). The total fee for the Project shall not exceed **$262,296** Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on **April 1, 2011** 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. 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. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. <u>INSURANCE</u>.

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 one million dollars ($1,000,000) combined single limit per occurrence and two million dollars ($2,000,000) aggregate for personal injury, bodily injury and property damage.

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 one million dollars ($1,000,000) 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 $100,000 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.

C. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

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.

D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent system, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103

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. 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 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

SERVICE PROVIDER
Address:
Address:
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"

SEE ATTACHED EXHIBIT "A" AND EXHIBIT "B" - SCOPE OF SERVICES, NOT-TO-EXCEED FEE AND SCHEDULE

ADDENDUM "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

EXHIBIT A
Park City Traffic and Transportation Master Plan
Scope of Services
April 5, 2010

Task 0 Scoping Charette

As per the Park City Request for Proposals, and as outlined in a letter from Park City Municipal Corporation to InterPlan dated February 8, 2010, InterPlan will conduct a half day charette to refine and discuss the scope of services with Park City staff. This charette was held on February 24, 2010.

Task 1 Administrative

The project team will coordinate internally in advance of all staff, stakeholder, Council, Planning Commission, and public meetings. We will develop monthly invoices and progress reports to support tracking of the progress of the study. Email coordination will be maintained with the Park City Project Manager and entire management team (as described in Task 7) on at least a monthly basis but generally at frequencies necessary to maintain coordination of work flows.

Task 2 Land Use and Travel Demand Data Collection

InterPlan will collect land use data within Park City from Park City planning and GIS staff in sufficient detail to estimate travel demand in both an average day and a peak day. Land use data will likely include single-family primary home, multi-family primary home, second home, commercial floor area, recreational demand, number of employees, and related data. InterPlan will combine data sets from Park City, Utah Department of Workforce Services, Utah Governor’s Office of Planning and Budget, and related data to create a best estimate of land use data necessary to predict travel demand. Travel demand will be created by major trip purpose (work, recreation, other) and will be developed for both an average day and a peak day (such as a Christmas week) based on available data collection. It is assumed Park City will be divided into approximately 30 traffic zones and outside areas will be divided into approximately 10 traffic zones where zone sizes generally increase beyond the street system of concern.

Task 3 Travel Demand Model

InterPlan will develop a computer-based tool capable of estimating existing travel on roads, transit and walk/bike modes within Park City boundaries within reasonable accuracy. Accuracy of the model will be limited, in part, to accuracy of base year data described in Task 2. Traffic accuracy will be developed on a street-by-street level and will be sufficient to determine roadway size and intersection control (from Task 4). Transit and walk/bike accuracy will be sufficient to determine aggregate behavior shifts across the network based on corridor level operational or infrastructure changes. This model will be used to forecast future traffic, transit use, and walk/bike use based on a range of land use scenarios described in Task 9. It is proposed that the computer tool will consist of an Excel spreadsheet with pre-coded origin destination pairs by major mode (auto, transit, and walk/bike). The model will be capable of predicting traffic changes from given land use/occupancy inputs as well as mode split changes by given infrastructure or operational changes. All traffic forecasts will be based on travel pairs in the afternoon peak hour.

Task 4 Traffic Simulation Model

InterPlan will develop a VISSIM model using software licensed by InterPlan from PTV America. No license is proposed for Park City Municipal Corporation so that the City should understand that they will not be capable of running traffic simulation models at the completion of this work without software purchase. InterPlan's proposed model will be capable of accepting travel data by mode from the results of Task 3 and creating a visual simulation model to display the performance of the Park City street, transit, and walk/bike network. Feedback between the results of the traffic simulation model and the travel demand model will be limited to large changes of threshold travel times capable of affecting mode choice at a measurable level. Traffic simulation will include a dynamic assignment of traffic on individual streets impacted by the congestion and delays of other streets and traffic control in the network. It is assumed that the network coding will include all traffic signals within Park City and generally include coding of streets down to the collector street level (local subdivision streets will not be included).

Task 5 Stakeholder and Public Involvement

InterPlan will work with the Park City Community & Public Affairs Manager to create an effective public and stakeholder involvement program to guide the Traffic and Transportation Plan and lead to adoption by the Park City Council. Major elements of the Stakeholder and Public Involvement plan have not been determined as part of this scope of work but the following work tasks are assumed:

A. Development of Stakeholder Committee

InterPlan will work with the Community & Public Affairs Manager to create a committee of approximately 15-25 individuals representing various residential, business, and special interests of the community. This group will be used as a sounding board to test ideas and gain an understanding of areas of consensus versus areas of disagreement from various interests. One-on-one meetings, phone calls and other correspondence with stakeholders will vary but will include approximately two meetings/phone calls with each stakeholder. Meeting and phone notes will be prepared for each one-on-one stakeholder meeting.

B. Stakeholder Committee Meetings

InterPlan will conduct three or four meetings of the entire Stakeholder Committee throughout the planning process. The specific tactics and meeting plan will be developed as part of the Public Involvement Plan but are generally assumed to include key pad polling, workshops, and various interactive meeting formats. It will be the goal of each meeting to reach consensus on major topics such that all Stakeholders can agree to move forward. This task includes all meeting preparation, meeting invitations, meeting conduct, and meeting notes for up to four meetings. Additional Stakeholder Committee meetings can be provided upon request during the conduct of this plan for an additional cost based on a mutually agreed upon cost not to exceed ¼ of the cost of this sub-task.

C. General Public Involvement

The public involvement plan will determine the details of the broader outreach to all members of the Park City community. It is assumed that this outreach will consist of two open house-style meetings capable of gathering input from the entire community. The public involvement plan will build on the efforts of the Park City Visioning work previously competed and will not include broad mail-back or internet surveys. This task will include all meeting preparation, meeting invitations, meeting conduct, and comment summary. Additional public meetings can be provided upon request during the conduct of this plan for an additional costs based on a mutually agreed upon cost not to exceed ½ of the cost of this sub-task.

Task 6 Planning Commission and City Council Involvement

InterPlan will conduct individual meetings and workshops with the Planning Commission and City Council. Planning Commission meetings will be coordinated with the monthly progress updates of the comprehensive plan and will include approximately quarterly involvement by the Planning Commission with no more than five meetings through the transportation planning process. Emphasis of work with the Planning Commission shall be based upon developing broad and acceptable transportation specific goals and policies to be included in the Comprehensive Plan as well as guidance in the direction of the Traffic and Transportation Master Plan. Involvement with the City Council shall be defined as part of the public involvement plan described in Task 5 and shall consist of no more than three update meetings with the City Council plus up to two additional meetings as may be necessary for City Council approval of the final plan.

Task 7 Staff Involvement

InterPlan will work with a core management team consisting of representatives from engineering (Matthew Cassel), public works (Kent Cashel), and planning departments (Tom Eddington) to conduct approximately monthly meetings involving a broad range of staff interests. Approximately ten monthly meetings will be conducted with staff throughout the study to help guide the overall progress of work, discuss technical details, and review and comment on preliminary results prior to results being shown to a broader audience of elected officials, appointed officials, and various community interests. InterPlan shall be responsible for all meeting set-up and organization as well as meeting conduct. These meetings will not include votes or any type of formal action and shall serve as a steering committee to guide the progress of work.

Task 8 Street and Pathway Inventory

InterPlan will work with the Park City GIS department to develop, improve, and document a transportation inventory. Development efforts by InterPlan will be limited to gathering existing available data and creating detailed attribute tables in sufficient detail to document the transportation system described under this task. Improvements of the transportation inventory will based on InterPlan creating summary maps of available data and working with Park City GIS or other city staff to use institutional knowledge and satellite imagery to insert or improve on the accuracy of various attributes such as sidewalk width, public/private road ownership, intersection geometry, etc. in sufficient detail to conduct this plan. Data improvements will be primarily performed by Park City staff with assistance by InterPlan for critical data needs (such as controlled intersection geometry of collector-level streets and above). Data and information related to maintenance and overall condition of existing infrastructure is not included in this effort. The end goal of this effort is to develop a comprehensive street-by-street summary of transportation-related infrastructure availability to be included as a paper (or PDF) map included in the transportation plan as well as GIS layers for use on the Park City website (based on development and posting by the Park City staff).

Task 9 Scenario Development and Alternatives Analysis

InterPlan will use the spreadsheet travel model described in Task 3 to code up to five land use scenarios. Each land use scenario will be evaluated at both a peak day and an average day based on factoring appropriate seasonal uses from existing traffic counts to be provided by Park City. Possible land use scenarios will include but not be limited by the following:

- Existing land use conditions
- Fully entitled land uses in Park City only
- Fully entitled land uses plus outside development estimate for 2020
- Fully entitled land uses plus outside development estimate for 2030
- Optional Park City land uses plus modified outside development for 2020

After scenario selection, InterPlan will evaluate up to 15 transportation and land use alternative combinations, or approximately three transportation alternatives per land use scenario. Some land use scenarios may be tested on multiple transportation alternatives and some transportation alternatives may be tested on multiple land use scenarios. Other land use scenarios or transportation alternatives may be tested in isolation. Possible transportation alternatives will include but not be limited to the following:

- Existing roadway conditions
- Emergency evacuation
- Existing roadway conditions plus changes to congested traffic signals
- Alternative cross-section standard impacts
- SR-248 HOV lane option

The following sub-tasks have been developed to allow costs to be modified if more or fewer land use scenarios or transportation alternatives are desired.

A. Scenario and Alternative Concept Development

InterPlan will work with the Park City staff to define the combinations of land use scenarios tested against transportation alternatives.

B. Land Use Scenario Development

Land use information will be collected within Park City limits through data collection and meetings with Park City staff. Land use forecasts for areas outside Park City will be gathered through coordination with Wasatch and Summit County staff as well as data collection for other surrounding counties. Park City staff will review all final scenarios prior to testing. It is assumed for cost estimating purposes that five land use scenarios will be created.

C. Transportation Alternative Development

InterPlan will work with Park City staff to develop reasonable transportation alternatives to be tested. For cost estimating purposes, up to 15 land use scenario and transportation alternative combinations will be tested. Each combination is assumed to be tested for both a peak day and an average day condition using a factoring process for seasonal use traffic generators. These 15 combinations include combinations to be developed under Task 9.D. It should be noted that transit alternatives will be included in this task on a corridor level but a full transit plan is not implied nor proposed within this scope of services.

D. SR-224 Preliminary Corridor Study

Additional data collection will be performed on SR-224 to determine directional split and approximate vehicle occupancy. Various corridor options including but not limited to access management, reversible lanes, HOV lanes, and pedestrian/bicycle-friendly accommodations will be evaluated for the SR-224 corridor within Park City with emphasis on the Lower Park Avenue area. Efforts on this task will be coordinated with UDOT Region 2 in addition to Park City Staff. An optional task to assist UDOT and Park City advance capital projects on SR-224 is not included in this scope of work but may be added by Park City at the completion of the preliminary corridor study.

Task 10 Goal and Policy Development

From the Park City Visioning process as well as stakeholder and staff input, InterPlan will build and develop broad transportation goals. It is proposed that a limited number of transportation goals, such as three to five, will be developed such that goals can be written to appeal to a wide audience. Approximately five policies supporting each goal will also be developed as a result of further discussions with staff and stakeholders as well as the results of the scenario and alternative development process described in Task 9. Goals and Policies developed during this task will developed with recognition of existing and future data collection possibilities as described in Task 12.

Task 11 Street Cross-Section Standards

The team will utilize a 3D model of the existing conditions and GIS data to visualize street sections in their proposed locations. The primary goal is to help decision-makers, the public, and stakeholders understand the implications of particular sections as well as how and where they deviate from the standard. Up to three optional cross-sections will be developed for each roadway function, with an assumption that up to five main road functions will be developed. The team will model the typical street-sections that are likely to be used in the process. These typical sections can be moved and manipulated to show how they fit into the existing context and if deviations need to be made (for snow storage for example), how and where they are. The team, staff, stakeholders, and possibly the public can participate in an interactive design/brainstorming session to explore alternatives and the visual implications of policy decisions. This type of process enables many people to take part in the discussion and for the team to quickly think through alternatives and policies.

Additionally, the 3D model will provide an interactive canvas for discussions with team, staff, or stakeholders about the transportation network as a whole and implications of policy decisions. The design charette could be for stakeholders and the design team or be open to the public and if any specific infrastructure improvements are recommended (such as a roundabout), those could quickly be modeled and presented in an easy to understand way to the public or council. The 3D model is proposed to demonstrate the general form of road standards with the context of the community. Efforts necessary to refine the 3D model to provide for accurate depictions of specific areas are not included in this base cost.

Task 12 Performance Measure Development and Tracking

In concert with the development of goals and policies developed in Task 10, the InterPlan team will develop a base year performance measurement as well as a template and data collection program for Park City's future use to track performance measures. Performance measures will include roadway and alternative mode performance based on available or reasonably available future data collection.

Task 13 Level of Service Definition and Tracking

The InterPlan Team will work with Park City staff to develop a range of level of service measurement standards and will test their ability to be meaningful to the general public through involvement of the Stakeholder Committee described in Task 5.

A. Traffic Related Level of Service

InterPlan will use the VISSIM model described in Task 4 to generate various measurable levels of service such as travel time, travel time index, intersection delay, corridor delay, etc.

Task 14 Capital Facilities Plan Development/Recommendations on Next Steps

Based on input received from staff and others involved in the process, InterPlan will document selected alternatives defined in Task 9. Each selected alternative will be evaluated in greater detail to assign planning level costs for the appropriate next steps. Level of detail will vary for each alternative based on the amount of detail needed to create and maintain the consensus selection of each alternative. The general results are assumed to provide policy recommendations and targeted further engineering study. However, preliminary cost estimates may be developed for various short-term improvements that can be readily agreed to by all plan participants.

Task 15 Report Development and Plan Adoption

Early in the process, InterPlan will develop an outline of the final report and will define a deliverable schedule such that technical memos can be developed at the conclusion of each major task. These memos will be combined into a single final report. Goals and Policies will be developed so that they can be included in the Comprehensive Plan and adopted by ordinance. InterPlan will work with Park City staff to define the appropriate adoption or acceptance plan for the final Traffic and Transportation Master Plan by the City Council. InterPlan will assist with up to two City Council meetings to facilitate adoption as well as additional information sessions defined in Task 6. InterPlan will create a final report in PDF and appropriate word processing format (MS Word) to allow for Park City reproduction of hard copies or web versions. InterPlan will provide up to 25 copies of a Draft report for review and comment by appropriate parties as determined by the Park City Project Manager.

EXHIBIT B

Scope of Services Not to Exceed Cost - April 2010
Final

#	Task	Sub-Task Descriptions		InterPlan								Winston			Charlier	
			Name	M. Riffkin	A. Olson	R. Eldredge	T. McMurtry	C. Allen	C. Petersen	S. Heath	J. Black	Jeff Winston	Chase Mullen		Jim Charlier	Jacob Riger
			Position	Proj. Man.	Proj. Planner	Planner	Planner	Engineer	GIS	Tech.	Support	Principal	Planner/GIS	Clerical	Principal in Charge	Proj. Mngr.
			Hourly Rate	$140.00	$120.00	$90.00	$80.00	$70.00	$60.00	$65.00	$55.00	$175.00	$95.00	$45.00	$250.00	$128.00
0	**Scoping Charette**			8.5	29.0	4.0		10.5		22.0	2.0		16.0		9.0	
1	**Internal Coordination and Administration**			10	20	8		8		10	4	4	8		9	
2	**Land Use And Travel Demand Data Collection**			8	12	40	8		40	16	2					
3	**Travel Demand Modeling**			24		136	24		64	16	6				8	0
4	**Traffic Simulation**			24		40		160	24	8	4				4	0
5	**Stakeholder and Public Involvement**			22	44	16	0	24	12	20	14	20	20	0	40	0
		PI Plan		4	8	12				4	1					
	A	Stakeholder Development		2	8	2		8		12	12					
	B	Stakeholder Meetings		8	16	2		4			1	20	20		40	
	C	Public Meetings		8	12			12	12	4						
6	**Planning Commission and City Council Involvement**			10	16	12				2	2	8	8		8	0
7	**Staff Involvement**			40	50	8		8		8	5				8	0
8	**Street Inventory**			2	4	24		16	36	8	1				2	0
9	**Scenario Development and Alternative Analysis**			40	60	184	0	217	8	27	7	0	0	0	18	0
		Define Broad Scenarios and Alternatives		12	20	2		2		6	1					
		Scenario Development (5)		4	12	100		25		5	1					
		Alternative Development (3 per Scenario)		4	12	50		150		8	1					
		SR-224 Preliminary Corridor Study		20	16	32		40	8	8	4					
10	**Goal and Policy Development**			16	24	4		4		8	2	4			12	0
11	**Street Cross Section Standards**			24	8	24		40		8	1	4	56		8	
12	**Performance Measure Development and Tracking**			8	2	16		24		4	1				8	
13	**Level of Service Definition, Measurement and Tracking**			6	4	8	0	32	0	4	2	0	0	0	4	0
		Auto LOS		6	4	8		32		4	2					
14	**CFP Development and Next Steps**			8	4	20		16		2	2					
15	**Report Development and Plan Adoption**			8	40	16		16		24	2	24	24	8	8	
	TOTAL			258.5	317.0	560.0	32.0	575.5	184.0	187.0	57.0	64.0	132.0	8.0	146.0	0.0

#	Task	Sub-Task Descriptions	InterPlan		Winston		Charlier		Total Cost
			Labor Cost	Direct Cost	Labor Cost	Direct Cost	Labor Cost	Direct Cost	
0	**Scoping Charette**		$ 7,467.50	$ 150.00	$ 1,520.00	$ 447.30	$ 2,250.00	$ 366.24	$ 12,201.04
1	**Internal Coordination and Administration**		$ 5,950.00	$ -	$ 1,460.00	$ -	$ 2,250.00	$ 5.00	$ 9,665.00
2	**Land Use And Travel Demand Data Collection**		$ 10,350.00	$ -	$ -	$ -	$ -	$ -	$ 10,350.00
3	**Travel Demand Modeling**		$ 22,730.00	$ -	$ -	$ -	$ 2,000.00	$ 2.00	$ 24,732.00
4	**Traffic Simulation**		$ 20,340.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 21,340.00
5	**Stakeholder and Public Involvement**		$ 14,270.00	$ -	$ 5,400.00	$ 2,673.00	$ 10,000.00	$ 2,592.00	$ 34,935.00
		PI Plan							
	A	Stakeholder Development							
	B	Stakeholder Meetings							
	C	Public Meetings							
6	**Planning Commission and City Council Involvement**		$ 4,640.00	$ -	$ 2,160.00	$ -	$ 2,000.00	$ -	$ 8,800.00
7	**Staff Involvement**		$ 13,675.00	$ -	$ -	$ -	$ 2,000.00	$ -	$ 15,675.00
8	**Street Inventory**		$ 6,775.00	$ -	$ -	$ -	$ 500.00	$ -	$ 7,275.00
9	**Scenario Development and Alternative Analysis**		$ 47,170.00	$ -	$ -	$ -	$ 4,500.00	$ 10.00	$ 51,680.00
		Define Broad Scenarios and Alternatives							
		Scenario Development (5)							
		Alternative Development (3 per Scenario)							
		SR-224 Preliminary Corridor Study							
10	**Goal and Policy Development**		$ 6,390.00	$ -	$ 700.00	$ 35.00	$ 3,000.00	$ 10.00	$ 10,135.00
11	**Street Cross Section Standards**		$ 9,855.00	$ -	$ 6,020.00	$ 301.00	$ 2,000.00	$ 5.00	$ 18,181.00
12	**Performance Measure Development and Tracking**		$ 4,795.00	$ -	$ -	$ -	$ 2,000.00	$ 5.00	$ 6,800.00
13	**Level of Service Definition, Measurement and Tracking**		$ 4,650.00	$ -	$ -	$ -	$ 1,000.00	$ 5.00	$ 5,655.00
		Auto LOS							
14	**CFP Development and Next Steps**		$ 4,760.00	$ -			$ -	$ -	$ 4,760.00
15	**Report Development and Plan Adoption**		$ 10,150.00	$ -	$ 6,840.00	$ 1,107.00	$ 2,000.00	$ 15.00	$ 20,112.00
	TOTAL		$ 193,967.50	$ 150.00	$ 24,100.00	$ 4,563.30	$ 36,500.00	$ 3,015.24	$ 262,296.04

Note: ***Hourly Rates include fully loaded rates inclusive of salary, overhead, and profit.***
Rates and costs per task may vary but total cost shall not be increased unless approved by Park City

Park City Traffic and Transportation Master Plan
Draft Schedule

#	Task	Sub-Task Descriptions	2010									2011	
				May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.
1	**Internal Coordination and Administration**												
2	**Land Use And Travel Demand Data Collection**												
3	**Travel Demand Modeling**												
4	**Traffic Simulation**												
5	**Stakeholder and Public Involvement**												
		PI Plan											
	A	Stakeholder Development											
	B	Stakeholder Meetings		1			2			3			
	C	Public Meetings						1			2		
6	**Planning Commission and City Council Involvement**												
7	**Staff Involvement**												
8	**Street Inventory**												
9	**Scenario Development and Alternative Analysis**												
		Define Broad Scenarios and Alternatives											
		Scenario Development (5)											
		Alternative Development (3 per Scenario)											
		SR-224 Preliminary Corridor Study											
10	**Goal and Policy Development**												
11	**Street Cross Section Standards**												
12	**Performance Measure Development and Tracking**												
13	**Level of Service Definition, Measurement and Tracking**												
		Auto LOS											
14	**CFP Development and Next Steps**												
15	**Report Development and Plan Adoption**												

On-going Efforts
Focused Efforts
Optional Public or Stakeholder Meetings may be added to scope and will likely occur in early 2011
Additional efforts for an SR-224 Corridor Study may be added to scope beginning Sept. 2010 after preliminary alternatives
Schedule assumes April 22, 2010 contract approval

City Council
Staff Report

Subject: 2010 GO Final Bond Resolution
Author: Jed Briggs
Department: Budget, Debt, & Grants
Date: April 22, 2010
Type of Item: Legislative

Summary Recommendations:
Staff recommends that Council approve the attached final bond resolution authorizing staff to issue a $9 million General Obligation bond for the purchase of open space and refunding of the 2000 Series GO Bond.

Topic/Description:
Open Space GO Final Bond 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. Last year, the City bonded for the remainder of the purchase price (approximately $2 million). At this same time the City bonded for the purchase of the Gambel Oaks land for open space at a cost of $2 million as well. That leaves a remaining balance of $6 million for open space bonding.

Last year Council approved the purchase of parcel PP-25-C from Herb and Mel Armstrong (136 acres). This land is protected as open space and encumbered by a conservation easement. The City purchase price was roughly $5 million—the price per acre is generally in alignment with historical prices paid by Park City for open space. $4.3 million of this purchase needs to be reimbursed, while $700k was paid for with carryforward funds.

A couple of months ago Council approved the purchase of a conservation easement ($5.75 million) of parcel SS-98 from the Osguthorpe family. The City paid $4.75 million and the Summit Land Conservancy is fundraising for the remaining $1 million. It was proposed that of the $4.75 million, $1.7 of that would be open space bond funds.

Finally, in 2000, the City issued General Obligation bonds for the purchase of open space. Staff recommends that the City take advantage of the current market's more favorable rates and refund the 2000 bonds.
Council approved a parameters resolution on March 18, 2010, which set the parameters of the GO bond issuance and initiated the process of public notice. A public hearing will be held on April 22, 2010.

Analysis:
On the morning of April 22, 2010, the City will hold an online auction-style pricing of the proposed GO Bonds. The winning bid will be determined based on the lowest total cost to the City. Once the winning bidder is selected, the terms of that bid will be integrated into the Final Bond Resolution and prepared for Council to review during Council Meeting on the evening of April 22. This is a practice that the City uses to provide Council with the most recent information by considering the resolution on the same day as the sale.

It should be noted that initially it was thought that the Series 2000 GO Bonds would be callable this year (since most GO bonds are callable after 10 years); however it was discovered that they won't be callable until next year. Be that as it may, the bond market's low rates are extremely enticing—even a small uptick in rates over the next year could decrease potential savings now. Roughly $2 million in principal remain on the bonds with an interest rate of about 5% annually. Even with the advance refunding, it is estimated that the City could save around $142k in interest expense by refinancing the bonds now.

Currently, staff anticipates that the winning bid would have an average rate of about 3%, which would make the average debt service about $1.03 million. The tax impact would be $15.31 per $100,000 of assessed value (or $8.42 for $100,000 AV for primary residences). The current market rates, though, should be quite favorable to the City in comparison with other GO Bonds issued by the City in the past.

The attached bond resolution will be updated with information concerning the bids received and the winning bid on April 22. The description of the project and other language is just as it will appear in the final bond resolution, but the terms have been left blank until bids are received on the morning of April 22.

The purpose or allowable expenditure of the bond proceeds is described 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 man-made improvements, and make limited improvements for public access, parking and use (the *"Open Space Project"*), (2) refunding all or a portion of the City's outstanding General Obligation Bonds, Series 2000 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.

All three bond rating agencies, Standard & Poor's, Moody's, and Fitch, affirmed Park City's AA rating on General Obligation debt. In the current municipal bond market, the

City’s high bonding rating is as important as ever. The following is an excerpt from S&P’s rationale for the upgrade the City received in May 2009:

> The stable outlook reflects our expectation of strong financial performance led by strong financial management of declining revenue trends, and that further declines in revenue will not compromise the city’s financial position. The stable outlook also reflects our expectation that rising debt levels will be supportable, given local income levels and property values.

Also, it is anticipated that Moody’s and Fitch’s ratings will increase to AA+ in the next couple of weeks. This is only a recalibration of the municipal ratings and does not reflect an improvement in credit quality. Moody’s notes, “Market participants should not view the recalibration of municipal ratings as rating upgrades, but rather as a recalibration of the ratings to a different rating scale.” As such, it’s still staff’s recommendation to move forward with the bond issuance now. Investors are very aware of the general rating increases for municipalities and know that the City’s rating will be increasing, and will most likely take that into account. Also, a competitive bidding process for this bond issuance will still drive interest rates down.

Should Council approve the final bond resolution, staff will move forward with to close on the bond issuance on April 22, 2010.

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

Alternatives:

A. **Approve:**
Staff recommends holding a public hearing and approving the final bond resolution related to the Series 2010 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 final bond resolution is the final action necessary from Council to approve a bond issuance. This bond issuance is anticipated and voter-approved as the funding source for the purchase of open space. The funding would allow staff to continue with the current timing of the issuance.

Consequences of not taking the recommended action:

The reimbursement of the purchase of identified open space parcel projects could be delayed until Council decides to move forward with the bond issuance or until alternate funding is identified.

Recommendation:
Staff recommends that Council approve the final bond resolution authorizing staff to issue a $9,000,000 General Obligation bond for the purchase of open space and refunding of the 2000 Series GO Bonds.

Attachments:
A – Final Resolution

RESOLUTION NO. ____-10

A RESOLUTION CONFIRMING THE SALE AND AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS; FIXING THE INTEREST RATES TO BE BORNE THEREBY; PROVIDING FOR THE LEVY OF TAXES TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS; PROVIDING FOR THE USE OF THE PROCEEDS THEREOF AND FOR THE REFUNDING OF $1,965,000 OUTSTANDING PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE ISSUER; MAKING CERTAIN FINDINGS AND COVENANTS IN CONNECTION THEREWITH; PROVIDING FOR A SYSTEM OF REGISTRATION THEREFOR; RATIFYING ACTIONS HERETOFORE TAKEN; MAKING CERTAIN REPRESENTATIONS AND COVENANTS CONCERNING MAINTENANCE OF THE TAX-EXEMPT STATUS OF INTEREST THEREON UNDER THE FEDERAL INCOME TAX LAWS; AUTHORIZING THE CIRCULATION OF AN OFFICIAL STATEMENT; APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE UNDERTAKING AND PROVIDING FOR RELATED MATTERS.

*** *** ***

WHEREAS, at the 2006 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 *"Project"*);

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

WHEREAS, the Issuer has heretofore authorized and issued $14,000,000 of bonds voted at the 2006 Special Bond Election and the Issuer has determined to authorize the issuance and sale at this time of an additional $6,000,000 principal amount of the bonds voted at the 2006 Special Bond Election;

WHEREAS, pursuant to the applicable provisions of the Act, and the authorization of the Special Bond Elections, the Issuer has the authority to (A) issue its general obligation bonds for the purpose of paying all or a part of the cost of acquiring, improving and forever preserving the Project and (B) refunding a portion of the Issuer's outstanding Refunded Bonds in order to achieve a debt service savings on the Issuer's general obligation bonds;

WHEREAS, it is the finding and determination of the Issuer that the refunding of Refunded Bonds is beneficial to the Issuer and to its inhabitants;

WHEREAS, a notice inviting electronic bids for the purchase of the Bonds has been advertised by electronic dissemination through the PARITY® electronic bid submission system and brought to the attention of potential purchasers, and the ______ (____) bids received pursuant to such notice have been tabulated as follows; and

WHEREAS, it has been found that the bid of __________________, of _____________, ______, conforms to the parameters, deadlines and procedures set forth in the notice of sale prepared in connection with the advertisement for sale of the Bonds and is the best bid received for the purchase of the Bonds, resulting in the sale of the Bonds at the lowest obtainable interest rate, said bid reading in full as follows:

; and

WHEREAS, in the opinion of the Issuer, it is to the best interests of the Issuer that (a) the bid of the Purchaser be accepted and sale of the Bonds to the Purchaser be ratified and confirmed, and (b) the Mayor be authorized to execute the Final Official Statement with respect to the Bonds;

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

ARTICLE I

DEFINITIONS

Section 101. Definitions. As used in this Bond Resolution (including the preambles hereto), unless the context shall otherwise require, the following terms shall have the following meanings:

"*2006 Bond Election*" means the special bond election duly and lawfully called and held in the Issuer on November 7, 2006, at which the issuance and sale by the Issuer of $20,000,000 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 results of which election were declared by the City Council of the Issuer, sitting as a Board of Canvassers, on November 16, 2006.

"*Act*" means, collectively, the Local Government Bonding Act, Chapter 14 of Title 11 of the Utah Code, the Registered Public Obligations Act, Chapter 7 of Title 15 of the Utah Code, the applicable provisions of Title 10 of the Utah Code and the Utah Refunding Bond Act, Chapter 27 of Title 11 of the Utah Code.

"*Bond Account*" means the Bond Account established in Section 213 hereof.

"*Bond Counsel*" means Chapman and Cutler LLP or another attorney or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States.

"*Bond Registrar*" means each Person appointed by the Issuer as bond registrar and agent for the transfer, exchange and authentication of the Bonds. Pursuant to Section 206 hereof, the initial Bond Registrar is Zions First National Bank, of Salt Lake City, Utah.

"*Bond Resolution*" means, collectively, this Resolution of the Issuer adopted on March 18 2010 and that certain resolution of the Issuer adopted on __________, 2010, both authorizing the issuance and sale of the Bonds.

"*Bondowner*" or "*owner*" means the registered owner of any Bond as shown in the registration books of the Issuer kept by the Bond Registrar for such purpose.

"*Bonds*" means, collectively, the Series 2010A Bonds and the Series 2010 B Bonds.

"*Cede*" means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds pursuant to Section 401 hereof.

"*City Recorder*" means the duly qualified and acting City Recorder of the Issuer or in the absence or disability of such person, such other official as shall be duly authorized to act in the City Recorder's stead.

"*Closing Date*" means the date of the initial issuance of the Bonds.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Continuing Disclosure Undertaking*" means the Continuing Disclosure Undertaking of the Issuer, in substantially the form attached hereto as *Exhibit 1*, dated the Closing Date, for the purpose of providing continuing disclosure information under Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

"*Depository Account*" means the Depository Account established in Section 213 hereof.

"*Dissemination Agency Agreement*" means the Dissemination Agency Agreement, dated the Closing Date, between the Issuer and the Dissemination Agent, in substantially the form attached hereto as *Exhibit 2*.

"*Dissemination Agent*" means each Person appointed by the Issuer as dissemination agent with respect to the Continuing Disclosure Undertaking and the Dissemination Agency Agreement. The initial Dissemination Agent is Zions First National Bank.

"*DTC*" means The Depository Trust Company, New York, New York, and its successors and assigns.

"*Escrow Account*" means the Escrow Account established in the Escrow Agreement.

"*Escrow Agent*" means U.S. Bank National Association, in Salt Lake City, Utah, in its capacity as escrow agent.

"*Escrow Agreement*" means the Escrow Agreement, dated as of April 1, 2010, by and between the Issuer and the Escrow Agent, providing for payment of the redemption price of and interest on the Refunded Bonds prior to their maturity and upon their redemption date pursuant to call for redemption, in substantially the form attached hereto as *Exhibit 2*.

"*Exchange Bond*" means any Exchange Bond as defined in Section 209 hereof.

"*Final Official Statement*" means the final Official Statement with respect to the Bonds, in substantially the form attached hereto as *Exhibit 3*.

"*Issuer*" means Park City, Utah.

"*Letter of Representations*" means the Blanket Issuer Letter of Representations from the Issuer to DTC, dated August 26, 2000.

"*Mayor*" means the duly qualified and acting Mayor of the Issuer or in the absence or disability of such person, the duly qualified and acting Mayor Pro Tem of the Issuer.

"*Moody's*" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer to the Paying Agent.

"*Project Account*" means the Project Account established in Section 213 hereof.

"*Participants*" means those broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository.

"*Paying Agent*" means each Person appointed by the Issuer as paying agent with respect to the Bonds. Pursuant to Section 206 hereof, the initial Paying Agent is Zions First National Bank, of Salt Lake City, Utah.

"*Person*" means natural persons, firms, partnerships, associations, corporations, trusts, public bodies and other entities.

"*Preliminary Official Statement*" means the Preliminary Official Statement with respect to the Bonds, dated __________, 2010.

"*Purchaser*" means ____________________, of ___________________, _________, as the initial purchasers of the Bonds from the Issuer.

"*Rating Agencies*" means Moody's, if the Bonds are then rated by Moody's and S&P, if the Bonds are then rated by S&P.

"*Record Date*" means (a) in the case of each interest payment date, the day that is fifteen (15) days preceding such interest payment date, or if such day is not a business day for the Bond Registrar, the next preceding day that is a business day for the Bond Registrar, and (b) in the case of each redemption, such record date as shall be specified by the Bond Registrar in the notice of redemption required by Section 207 hereof, *provided* that such record date shall be not less than fifteen (15) calendar days before the mailing of such notice of redemption.

"*Refunded Bonds*" means the portion of the City's currently outstanding Series 2000 Bonds in the aggregate principal amount of $1,965,000 and maturing on May 1 of each of the years, in the principal amounts and bearing interest at the rates per annum as follows:

MATURITY DATE (MAY 1)	PRINCIPAL AMOUNT	INTEREST RATE
2012	$ 455,000	4.95
2013	480,000	5.00
2014	500,000	5.10
2015	530,000	5.10
TOTAL	$1,965,000	

"*Regulations*" means United States Treasury Regulations dealing with the tax-exempt bond provisions of the Code.

"*Series 2000 Bonds*" means the Issuer's General Obligation Bonds, Series 2000, dated August 15, 2000, originally issued in the aggregate principal amount of $5,915,000.

"*Series 2010 Tax-Exempt Bonds*" means the Series 2010A Bonds and the Series 2010B Tax-Exempt Bonds.

"*Series 2010A Bonds*" means the Issuer's $____________ General Obligation Refunding Bonds, Series 2010A authorized by the Bond Resolution.

"*Series 2010B Bonds*" means the Issuer's $____________ General Obligation Bonds, Series 2010B authorized by the Bond Resolution.

"*Series 2010B Taxable Build America Bonds*" means the Series 2010B Bonds designated at "Build America Bonds" in Section 204 herein.

"*Series 2010B Tax-Exempt Bonds*" means the Series 2010B Bond designated as "Tax-Exempt Bonds" in Section 204 herein.

"*Standard & Poor's*" or "*S&P*" means Standard & Poor's, a division of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Standard & Poor's" or "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer to the Paying Agent.

"Tax Certificate" means any agreement or certificate of the Issuer that the Issuer may execute in order to establish and maintain the excludability of interest on the Bonds from gross income of the owners thereof for federal income tax purposes.

"United States" means the government of the United States of America.

"Utah Code" means Utah Code Annotated 1953, as amended.

Section 102. Rules of Construction. Unless the context otherwise requires:

(a) references to Articles and Sections are to the Articles and Sections of this Bond Resolution;

(b) the singular form of any word, including the terms defined in Section 101, includes the plural, and vice versa, and a word of any gender includes all genders; and

(c) the terms *"hereby," "hereof," "hereto," "herein," "hereunder"* and any similar terms as used in this Bond Resolution refer to this Bond Resolution.

Section 103. Authority for Bond Resolution. This Bond Resolution is adopted pursuant to the provisions of the Act.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF BONDS

Section 201. Authorization of Bonds, Principal Amount, Designation and Series. In accordance with and subject to the terms, conditions and limitations established by the Act and in the Bond Resolution, (a) a series of General Obligation Refunding Bonds of the Issuer is hereby authorized to be issued in the aggregate principal amount of ____________________________ Dollars ($____________), which shall be designated *"General Obligation Refunding Bonds, Series 2010A"* and (b) a series of General Obligation Bonds of the Issuer is hereby authorized to be issued in the aggregate principal amount of ____________________________ Dollars ($____________), which shall be designated either *"General Obligation Bonds, Series 2010B (Tax-Exempt Bonds)"* or *"General Obligation Bonds, Series 2010B (Federally Taxable--Direct Pay--Build America Bonds)"*, as applicable.

Federally Taxable-Direct Pay-Build America Bonds

Section 202. Purpose. (a) The Series 2010A Bonds are hereby authorized to be issued under authority of the Act for the purpose of (i) refunding the Refunded Bonds in advance of their maturity and (ii) paying certain costs related to the issuance and sale of the Bonds.

(b) The Series 2010B Bonds are hereby authorized to be issued under authority of the Act for the purpose of (i) acquiring, improving and forever preserving the Project and (ii) paying certain costs related to the issuance and sale of the Bonds.

(c) The acquisition, improvement and preservation of the 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 203. *Issue Date*. The Bonds shall be dated as of the Closing Date.

Section 204. *Bond Details*. The Bonds shall mature May 1 of the years and in the principal amounts, and shall bear interest (calculated on the basis of a year of 360 days consisting of twelve 30-day months) from the Closing Date, payable semiannually on May 1 and November 1 of each year, commencing November 1, 2010, and at the rates per annum, as shown below:

SERIES 2010A

MAY 1 OF THE YEAR	AMOUNT MATURING	INTEREST RATE PER ANNUM
	$	%

SERIES 2010B

MAY 1 OF THE YEAR	AMOUNT MATURING	INTEREST RATE PER ANNUM
	$	%

Each Bond shall bear interest from the interest payment date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of an interest payment date, in which event it shall bear interest from the date thereof, or (ii) it is registered and authenticated prior to the first interest payment date, in which event it shall bear interest from its date, or (iii) as shown by the records of the Bond Registrar, interest on the Bonds shall be in default, in which event it shall bear interest from the date to which interest has been paid in full. The Bond Registrar shall insert the date of registration and authentication of each Bond in the place provided for such purpose in the form of Bond Registrar's certificate of authentication on each Bond. The Bonds shall bear interest on overdue principal at the aforesaid respective rates.

Section 205. Denominations and Numbers. The Bonds shall be issued as fully-registered bonds, without coupons, in the denomination of $5,000 or any whole multiple thereof, not exceeding the amount of each maturity. The Bonds shall be numbered with the letter prefix "R-" and from one (1) consecutively upwards in order of issuance.

Section 206. Paying Agent and Bond Registrar. Zions First National Bank, of Salt Lake City, Utah, is hereby appointed the initial Paying Agent and Bond Registrar for the Bonds. The Issuer may remove any Paying Agent and any Bond Registrar, and any successor thereto, and appoint a successor or successors thereto. Each Paying Agent and Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by the Bond Resolution by executing and delivering to the Issuer a written acceptance thereof. The principal of, and premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America that, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. The principal of and premium, if any, on the Bonds shall be payable when due to the owner of each Bond upon presentation and surrender thereof at the principal corporate trust office of the Paying Agent. Payment of interest on each Bond shall be made to the Person that, as of the Record Date, is the owner of the Bond and shall be made by check or draft mailed to the Person that, as of the Record Date, is the owner of the Bond, at the address of such owner as it appears on the registration books of the Issuer kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such owner on or prior to the Record Date.

Section 207. Redemption and Redemption Price; Notice of Redemption. (a) The Bonds maturing on or after May 1, 2021, are subject to redemption prior to maturity, at the election of the Issuer, on May 1, 2020, (the *"First Redemption Date"*), and on any date thereafter, in whole or in part, from such maturities or parts thereof as shall be selected by the Issuer, upon notice given as provided below, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption. Bonds maturing on or prior to the First Redemption Date are not subject to optional redemption.

(b) The Series 2010B Taxable Build America Bonds are subject to extraordinary optional redemption prior to maturity at the option of the Board, in whole or in part upon the occurrence of an Extraordinary Event, at a redemption price equal to 100% of the principal amount of such Series 2010B Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption. An *"Extraordinary Event"* will have occurred if a material adverse change has occurred to Section 54AA or 6431 of the Code (as such Sections were added by Section 1531 of the American Recovery and Reinvestment Act of 2009 pertaining to *"Build America Bonds"*) pursuant to which the Board's 35% cash subsidy payment from the United States Treasury is reduced or eliminated.

(c) If less than all of the Bonds of any maturity are to be redeemed, the particular Bonds or portion of Bonds of such maturity to be redeemed shall be selected at random by the Bond Registrar in such manner as the Bond Registrar in its discretion may deem fair and appropriate. The portion of any registered Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or a whole multiple thereof, and in selecting portions of such Bonds for redemption, the Bond Registrar will treat each such Bond as representing that number of Bonds of $5,000 denomination that is obtained by dividing the principal amount of such Bond by $5,000.

(d) Notice of redemption shall be given by the Bond Registrar by registered or certified mail, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date, to the owner, as of the Record Date, of each Bond that is subject to redemption, at the address of such owner as it appears in the registration books of the Issuer kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such owner on or prior to the Record Date. Each notice of redemption shall state the Record Date, the principal amount, the redemption date, the place of redemption, the redemption price and, if less than all of the Bonds are to be redeemed, the distinctive numbers of the Bonds or portions of Bonds to be redeemed, and shall also state that the interest on the Bonds in such notice designated for redemption shall cease to accrue from and after such redemption date and that on the redemption date there will become due and payable on each of the Bonds to be redeemed the principal thereof and interest accrued thereon to the redemption date. Each notice of optional redemption may further state that such redemption shall be conditional upon the receipt by the Paying Agent, on or prior to the date fixed for such redemption, of moneys sufficient to pay the principal of and premium, if any, and interest on such Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and the Issuer shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the owner receives such notice. Failure to give such notice or any defect therein with respect to any Bond shall not affect the validity of the proceedings for redemption with respect to any other Bond.

(e) In addition to the foregoing notice under subsection (c) above, further notice of such redemption shall be given by the Bond Registrar as set out below, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner affect the validity of a call for redemption if notice thereof is given as prescribed above.

(i) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed.

(ii) Each further notice of redemption shall be sent at least thirty-five (35) days before the redemption date to DTC in accordance with the operating procedures then in effect for DTC, and to all other registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds designated to the Bond Registrar by the Issuer, to the Rating Agencies and to any other nationally recognized information services as designated by the Issuer to the Bond Registrar.

(f) If notice of redemption shall have been given as described above and the condition described in Section 207(c) hereof, if any, shall have been met, the Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such bonds shall cease to accrue and become payable.

(g) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number or numbers identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(h) The Bond Registrar shall also give any notice of the "defeasance" or redemption of the Bonds that may be required by the Continuing Disclosure Undertaking provided that the Issuer shall provide to the Bond Registrar any documents or other information that the Bond Registrar requests to provide such notice.

Section 208. Acceptance of Bid; Issuance, Sale and Delivery of Bonds. (a) The bid of the Purchaser for the purchase of the Bonds, which is set out in full in the preambles hereto, shall be and the same is hereby accepted, it being hereby found, determined and declared after public advertisement for bids for the purchase of the Bonds, that the Bonds bear interest at the lowest obtainable interest rate.

(b) Under authority of the Act, the Bonds shall be issued by the Issuer for the purpose set forth in Section 202 hereof. The sale of the Bonds to the Purchaser at the price of $________________________ is hereby confirmed.

(c) The Bonds shall be delivered to the Purchaser and the proceeds of sale thereof applied as provided in Section 210 hereof.

Section 209. Execution of Bonds. The Bonds shall be executed on behalf of the Issuer by the Mayor and attested and countersigned by the City Recorder (the signatures of the Mayor and City Recorder being either manual or by facsimile) and the official seal of the Issuer or a facsimile thereof shall be impressed or printed thereon. The use of such manual or facsimile signatures of the Mayor and the City Recorder and such facsimile or impression of the official seal of the Issuer on the Bonds are hereby authorized, approved and adopted by the Issuer as the authorized and authentic execution, attestation, countersignature and sealing of the Bonds by said officials on behalf of the Issuer. The Bonds shall then be delivered to the Bond Registrar for manual authentication by it. Only such of the Bonds as shall bear thereon a certificate of authentication, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of the Bond Resolution, and such certificate of the Bond

Registrar shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered under, and are entitled to the benefits of, this Bond Resolution and that the owner thereof is entitled to the benefits of this Bond Resolution. The certificate of authentication of the Bond Registrar on any Bond shall be deemed to have been executed by it if (i) such Bond is signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder or that all of the Bonds hereunder be authenticated by the same Bond Registrar, and (ii) the date of registration and authentication of the Bond is inserted in the place provided therefor on the certificate of authentication.

The Mayor and the City Recorder are authorized to execute, countersign, attest and seal from time to time, in the manner described above, Bonds (the *"Exchange Bonds"*) to be issued and delivered for the purpose of effecting transfers and exchanges of Bonds pursuant to Article III hereof. At the time of the execution, countersigning, attestation and sealing of the Exchange Bonds by the Issuer, the payee, principal amount, maturity and interest rate may be in blank. Upon any transfer or exchange of Bonds pursuant to Article III hereof, the Bond Registrar shall cause to be inserted in appropriate Exchange Bonds the appropriate payee, principal amount, maturity and interest rate. The Bond Registrar is hereby authorized and directed to hold the Exchange Bonds and to complete, authenticate and deliver the Exchange Bonds for the purpose of effecting transfers and exchanges of Bonds; *provided* that any Exchange Bonds authenticated and delivered by the Bond Registrar shall bear the same series, maturity and interest rate as Bonds delivered to the Bond Registrar for exchange or transfer and shall bear the name of such payee as the Bondowner requesting an exchange or transfer shall designate; and *provided further* that upon the delivery of any Exchange Bonds by the Bond Registrar a like principal amount of Bonds submitted for transfer or exchange, and of like series and having like maturity dates and interest rates, shall be cancelled. The execution, countersignature, attestation and sealing by the Issuer and delivery to the Bond Registrar of any Exchange Bond shall constitute full and due authorization of such Bond containing such payee, principal amount, maturity and interest rate as the Bond Registrar shall cause to be inserted, and the Bond Registrar shall thereby be authorized to authenticate and deliver such Exchange Bond in accordance with the provisions hereof.

In case any officer whose signature or a facsimile of whose signature shall appear on any Bond (including any Exchange Bond) shall cease to be such officer before the issuance or delivery of such Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such issuance or delivery, respectively.

Section 210. Delivery of the Bonds; Application of Proceeds. (a) The City Manager, City Treasurer, Budget Officer or other officer of the Issuer is hereby authorized and instructed to make delivery of the Series 2010A Bonds to the Purchaser and to receive payment therefor in accordance with the terms of sale and to set the proceeds of sale of the Series 2010A Bonds aside for deposit into the following accounts to be used for the purpose for which the Series 2010A Bonds are herein authorized:

(i) $______________ of such proceeds, together with $_________________ of legally available funds of the Issuer (including monies held by the Issuer for payment of debt service on the Refunded Bonds), which are hereby authorized to be transferred, shall be deposited in trust in the Escrow Account with the Escrow Agent pursuant to the Escrow Agreement and shall be invested as contemplated by the Escrow Agreement and in compliance in all respects with the provisions of Section 11-27-3 of the Utah Code; and

(ii) $___________ of such proceeds to pay costs of issuance of the Series 2010A Bonds.

(b) The City Manager, City Treasurer, Budget Officer or other officer of the Issuer is hereby authorized and instructed to make delivery of the Series 2010B Bonds to the Purchaser and to receive payment therefor in accordance with the terms of sale and to set the proceeds of sale of the Series 2010B Bonds aside for deposit into the following accounts to be used for the purpose for which the Series 2010B Bonds are herein authorized:

(i) $_______________ of such proceeds shall be deposited in the Project Account to pay all or part of the costs of the Project; and

(ii) $___________ of such proceeds to pay costs of issuance of the Series 2010A Bonds.

(c) The City Manager, City Treasurer, Budget Officer or other officer of the Issuer is authorized to cause to be transferred to the Paying Agent a portion of the proceeds of the Bonds to pay any costs of issuance of the Bonds authorized by such officer of the Issuer.

Section 211. Continuing Disclosure Undertaking. The Mayor is hereby authorized, empowered and directed to execute and deliver, and the City Recorder to seal, countersign, and attest, the Continuing Disclosure Undertaking and the related Dissemination Agency Agreement (collectively, the *"Continuing Disclosure Undertaking"*) in substantially the same forms as now before the City Council of the Issuer and attached hereto as *Exhibits 1* and *2*, respectively, or with such changes therein as the Mayor shall approve, his execution thereof to constitute conclusive evidence of his approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Issuer as herein provided, the Continuing Disclosure Undertaking will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Bond Resolution, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Undertaking.

Section 212. Further Authority. The Mayor and the City Recorder and other officers of the Issuer are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale, registration and delivery of the Bonds and to fulfill the obligations of the Issuer hereunder and thereunder.

Section 213. Establishment of Accounts. (a) The following accounts on the accounting records of the Issuer are hereby created, which are to be held as follows:

(i) Bond Account, to be held by the Issuer;

(ii) Depository Account, to be held by the Paying Agent; and

(iii) Project Account, to be held by the Issuer.

(b) Pending application for the purposes contemplated hereby, moneys on deposit in the Bond Account, Depository Account and Project Account shall be invested as permitted by law in investments approved by the City Manager or other authorized officer of the Issuer. Following the earlier of June 30, 2010, or the date upon which all of the costs of issuance of the Bonds have been paid, any moneys remaining from the sale proceeds of the Bonds held by the Paying Agent at the direction of the City Manager, City Treasurer, Budget Officer or other officer of the Issuer pursuant to Section 210 hereof to pay the costs of issuance of behalf of the Issuer shall be transmitted to the Issuer for deposit into the Project Account.

Section 214. Provision for Refunding the Refunded Bonds. It is hereby found and determined that the amount of money specified in Section 210(c) hereof (without investment thereof) will be sufficient to pay, when due, pursuant to call for redemption on May 1, 2011, or such other date determined by the City Treasurer, the redemption price of and interest due and to become due on, the Refunded Bonds on said date, will be deposited with the Escrow Agent and provision thereby made for the refunding of the Refunded Bonds.

Section 215. Authorization of Redemption Prior to Maturity of Refunded Bonds. (a) The Refunded Bonds are hereby called for redemption on May 1, 2011, or such other date determined by the City Treasurer, at the redemption price of one hundred percent (100%) of the principal amount of each such 2000 Bond so called for redemption plus accrued interest thereon to the date fixed for redemption.

ARTICLE III

TRANSFER AND EXCHANGE OF BONDS; BOND REGISTRAR

Section 301. Transfer of Bonds. (a) Any Bond may, in accordance with its terms, be transferred, upon the registration books kept by the Bond Registrar pursuant to Section 303 hereof, by the Person in whose name it is registered, in person or by such owner's duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Bond Registrar. No transfer shall be effective until entered on the registration books kept by the Bond Registrar. The

Issuer, the Bond Registrar and the Paying Agent may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and interest due thereon and for all other purposes whatsoever.

(b) Whenever any Bond or Bonds shall be surrendered for transfer, the Bond Registrar shall authenticate and deliver a new fully-registered Bond or Bonds (which may be an Exchange Bond or Bonds pursuant to Section 209 hereof) of the same series, designation, maturity and interest rate and of authorized denominations duly executed by the Issuer, for a like aggregate principal amount. The Bond Registrar shall require the payment by the Bondowner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. With respect to each Bond, no such transfer shall be required to be made (i) after the Record Date with respect to any interest payment date to and including such interest payment date, or (ii) after the Record Date with respect to any redemption of such Bond.

(c) The Bond Registrar shall not be required to register the transfer of or exchange any Bond selected for redemption, in whole or in part, except the unredeemed portion of Bonds being redeemed in part. Upon surrender of any Bond redeemed in part only, the Issuer shall execute, and the Bond Registrar shall authenticate and deliver to the Bondowner at the expense of the Issuer, a new Bond or Bonds (which may be an Exchange Bond or Bonds pursuant to Section 209 hereof) of the same series, designation, maturity and interest rate and of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered.

Section 302. Exchange of Bonds. Bonds may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of fully-registered Bonds (which may be an Exchange Bond or Bonds pursuant to Section 209 hereof) of the same series, designation, maturity and interest rate of other authorized denominations. The Bond Registrar shall require the payment by the Bondowner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. With respect to each Bond, no such exchange shall be required to be made (a) after the Record Date with respect to any interest payment date to and including such interest payment date, or (b) after the Record Date with respect to any redemption of such Bond.

Section 303. Bond Registration Books. This Bond Resolution shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act, Chapter 7 of Title 15 of the Utah Code. The Bond Registrar shall keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Issuer; and, upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register or transfer, or cause Bonds to be registered or transferred on those books as herein provided.

Section 304. List of Bondowners. The Bond Registrar shall maintain a list of the names and addresses of the owners of all Bonds and upon any transfer shall add the name and address of the new Bondowner and eliminate the name and address of the transferor Bondowner.

Section 305. Duties of Bond Registrar. If requested by the Bond Registrar, the Mayor and the City Recorder are authorized to execute the Bond Registrar's standard form of agreement between the Issuer and the Bond Registrar with respect to the compensation, obligations and duties of the Bond Registrar hereunder, which may include the following:

(a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Bondowners as set forth herein and to furnish such list to the Issuer upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of Bonds as provided herein;

(d) to cancel and/or destroy Bonds that have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the Issuer at least annually a certificate with respect to Bonds cancelled and/or destroyed;

(f) to furnish to the Issuer, at its request, at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds; and

(g) to comply with all applicable provisions of DTC's operational arrangements, as provided in Section 402 hereof.

ARTICLE IV

BOOK-ENTRY SYSTEM; LIMITED OBLIGATION OF ISSUER; LETTER OF REPRESENTATIONS

Section 401. Book-Entry System; Limited Obligation of Issuer. (a) The Bonds shall be initially issued in the form of a separate, single, certificated, fully-registered Bond for each of the maturities set forth in Section 204 hereof. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC. Except as provided in Section 403 hereof, all of the outstanding Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC.

(b) With respect to Bonds registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC, the Issuer, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Participant or to any Person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other Person, other than a Bondowner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other Person, other than a Bondowner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to the principal of or premium, if any, or interest on the Bonds. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, for the purpose of giving notices of redemption and for all other purposes whatsoever. The Paying Agent shall pay all principal of, and premium, if any, and interest on, the Bonds only to the respective Bondowners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided in Section 206 hereof, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, and premium, if any, and interest on, the Bonds to the extent of the sum or sums so paid. No Person other than a Bondowner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Bond evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to the Bond Resolution.

(c) Upon delivery by DTC to the Issuer of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions herein with respect to Record Dates, the word *"Cede"* in this Bond Resolution shall refer to such new nominee of DTC; and upon receipt of such a notice the Issuer shall promptly deliver a copy of the same to the Bond Registrar and the Paying Agent.

Section 402. Letter of Representations. The Issuer's prior execution and delivery of the Letter of Representations shall not in any way limit the provisions of Section 401 hereof or in any other way impose upon the Issuer any obligation whatsoever with respect to Persons having interests in the Bonds other than the Bondowners, as shown on the registration books kept by the Bond Registrar. In the written acceptance of each Paying Agent and Bond Registrar referred to in Section 206 hereof, such Paying Agent and Bond Registrar, respectively, shall agree to take all action necessary for all of DTC's operational arrangements pertaining to the Paying Agent and Bond Registrar, respectively, to at all times be complied with.

Section 403. Transfers Outside Book-Entry System. At the option of the Issuer or upon receipt by the Issuer of written notice from DTC that DTC is unable or unwilling to discharge its responsibilities, and no substitute depository willing to undertake the functions of DTC hereunder can be found that is willing and able to undertake such functions upon reasonable and customary terms, the Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC, but may be registered in whatever name or names Bondowners transferring or exchanging Bonds shall designate, in accordance with the provisions of Article III hereof.

Section 404. Payments to Cede. Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Letter of Representations.

ARTICLE V

COVENANTS AND UNDERTAKINGS

Section 501. Covenants of Issuer. All covenants, statements, representations and agreements contained in the Bonds and all recitals and representations in the Bond Resolution are hereby considered and understood, and it is hereby confirmed that all such covenants, statements, representations and agreements are the covenants, statements, representations and agreements of the Issuer.

Section 502. Levy of Taxes; Bond Account The Issuer covenants and agrees that to pay the interest falling due on the Bonds as the same becomes due, and also to provide a sinking fund for the payment of the principal of the Bonds at maturity, there shall be levied on all taxable property in the City in addition to all other taxes, a direct annual tax sufficient to pay the interest on the Bonds and to pay and retire the same. These taxes when collected shall be applied solely for the purpose of the payment of the interest on and principal of the Bonds, respectively, and for no other purpose whatsoever until the indebtedness so contracted under the Bond Resolution, principal and interest, shall have been fully paid, satisfied and discharged, but nothing herein contained shall be so construed as to prevent the Issuer from applying any other funds that may be in the Issuer's treasury and available for that purpose to the payment of such interest and principal as the same respectively become due and mature. The levy or levies herein provided for may thereupon be diminished to that extent. The sums herein provided for to meet the interest on the Bonds and to discharge the principal thereof when due are hereby appropriated for that purpose, and the required amount for each year shall be included by the Issuer in its annual budget and its statement and estimate as certified to the Board of County Commissioners of Summit County, Utah and the Board of County Commissioners of Wasatch County, Utah, in each year. Principal or interest falling due at any time when there shall not be available from the proceeds of the levies described in this Section money sufficient for the payment thereof shall, to the extent of such deficiency, be paid from other funds of the Issuer available for such purpose, and such other funds shall be reimbursed when the proceeds of such levies become available.

On or prior to the second business day next preceding each date on which payment of principal of or interest on the Bonds is to be made, the Issuer shall deposit into the Bond Account an amount sufficient to pay principal of and interest on the Bonds on such payment date. Moneys remaining on deposit immediately after each such payment date, including any investment earnings thereon earned during the period of such deposit, shall be immediately withdrawn from the Bond Account by the Issuer and commingled with the general funds of the Issuer. The Issuer has established the Bond Account primarily to achieve a proper matching of revenues and debt service on the Bonds. The Bond Account shall be depleted at least once each year by the Issuer, except for a reasonable carryover amount not to exceed the greater of one year's earnings on the Bond Account or one-twelfth of the annual debt service on the Bonds.

Section 503. Series 2010 Tax-Exempt Bonds Arbitrage Covenant; Covenant to Maintain Tax-Exemption. (a) The Mayor, the City Recorder and other appropriate officials of the Issuer are hereby authorized and directed to execute such Tax Certificates as shall be necessary to establish that (i) the Series 2010 Tax-Exempt Bonds are not "arbitrage Series 2010 Tax-Exempt Bonds" within the meaning of Section 148 of the Code and the Regulations, (ii) the Series 2010 Tax-Exempt Bonds are not and will not become "private activity Series 2010 Tax-Exempt Bonds" within the meaning of Section 141 of the Code, (iii) all applicable requirements of Section 149 of the Code are and will be met, (iv) the covenants of the Issuer contained in this Section will be complied with and (v) interest on the Series 2010 Tax-Exempt Bonds is not and will not become includible in gross income of the owners thereof for federal income tax purposes under the Code and applicable Regulations.

(b) The Issuer covenants and certifies to and for the benefit of the owners from time to time of the Series 2010 Tax-Exempt Bonds that:

(i) it will at all times comply with the provisions of any Tax Certificates;

(ii) it will at all times comply with the rebate requirements contained in Section 148(f) of the Code and the Regulations, including, without limitation, the entering into any necessary rebate calculation agreement to provide for the calculations of amounts required to be rebated to the United States, the keeping of records necessary to enable such calculations to be made, the creation of any rebate fund to provide for the payment of any required rebate and the timely payment to the United States of all amounts, including any applicable penalties and interest, required to be rebated, except to the extent that the Series 2010 Tax-Exempt Bonds are not subject to such arbitrage rebate requirements;

(iii) no use will be made of the proceeds of the issue and sale of the Series 2010 Tax-Exempt Bonds, or any funds or accounts of the Issuer that may be deemed to be proceeds of the Series 2010 Tax-Exempt Bonds, pursuant to Section 148 of the Code and applicable Regulations, which use, if it had been reasonably expected on the date of issuance of the Series 2010 Tax-Exempt Bonds, would have caused the Series 2010 Tax-Exempt Bonds to be classified as "arbitrage Series 2010 Tax-Exempt Bonds" within the meaning of Section 148 of the Code;

(iv) it will not use or permit the use of any of its facilities or properties in such manner that such use would cause the Series 2010 Tax-Exempt Bonds to be "private activity Series 2010 Tax-Exempt Bonds" described in Section 141 of the Code;

(v) no Series 2010 Tax-Exempt Bonds or other evidences of indebtedness of the Issuer (other than the Series 2010 Tax-Exempt Bonds) have been or will be issued, sold or delivered within a period beginning fifteen (15) days prior to the sale of the Series

2010 Tax-Exempt Bonds and ending fifteen (15) days following the delivery of the Series 2010 Tax-Exempt Bonds, other than the Series 2010 Tax-Exempt Bonds;

(vi) it will not take any action that would cause interest on the Series 2010 Tax-Exempt Bonds to be or to become ineligible for the exclusion from gross income of the owners of the Series 2010 Tax-Exempt Bonds as provided in Section 103 of the Code, nor will it omit to take or cause to be taken in timely manner any action, which omission would cause interest on the Series 2010 Tax-Exempt Bonds to be or to become ineligible for the exclusion from gross income of the owners of the Series 2010 Tax-Exempt Bonds as provided in Section 103 of the Code;

(vii) it recognizes that Section 149(a) of the Code requires the Series 2010 Tax-Exempt Bonds to be issued and to remain in fully registered form in order that interest thereon is excludable from gross income of the owners thereof for federal income tax purposes under laws in force at the time the Series 2010 Tax-Exempt Bonds are initially delivered and the Issuer agrees that it will not take any action to permit the Series 2010 Tax-Exempt Bonds to be issued in, or converted into, bearer or coupon form without an opinion of Bond Counsel to the effect that such action will not adversely affect the excludability of interest on the Series 2010 Tax-Exempt Bonds from the gross income of the owners thereof for federal income tax purposes; and

(viii) it acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Series 2010 Tax-Exempt Bonds, under present rules, the Issuer may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

Pursuant to these covenants, the Issuer obligates itself to comply throughout the term of the issue of the Series 2010 Tax-Exempt Bonds with the requirements of Section 103 of the Code and the Regulations proposed or promulgated thereunder.

Section 504. Series 2010B Taxable Build America Bonds Arbitrage Covenant and Covenant to Maintain Status as Qualified Build America Bonds. (a) The President, the Business Administrator, and other appropriate officials of the Issuer are hereby authorized and directed to execute such Tax Certificates as shall be necessary to establish that (i) the Series 2010B Taxable Build America Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code and the regulations promulgated or proposed thereunder, (ii) the Series 2010B Taxable Build America Bonds are not and will not become "private activity bonds" within the meaning of Section 141 of the Code, (iii) all applicable requirements of Section 149 of the Code are and will be met, (iv) the covenants of the Issuer contained in this Section will be complied with and (v) the Series 2010B Taxable Build America Bonds will continue to be Qualified Build America Bonds.

(b) The Issuer covenants and certifies to and for the benefit of the owners from time to time of the Series 2010B Taxable Build America Bonds that:

(i) the Issuer will at all times comply with the provisions of any Tax Certificates;

(ii) the Issuer will at all times comply with the rebate requirements contained in Section 148(f) of the Code, including, without limitation, the entering into any necessary rebate calculation agreement to provide for the calculations of amounts required to be rebated to the United States, the keeping of records necessary to enable such calculations to be made and the timely payment to the United States of all amounts, including any applicable penalties and interest, required to be rebated;

(iii) no use will be made of the proceeds of the issue and sale of the Series 2010B Taxable Build America Bonds, or any funds or accounts of the Issuer that may be deemed to be proceeds of the Series 2010B Taxable Build America Bonds, pursuant to Section 148 of the Code and applicable regulations, which use, if it had been reasonably expected on the date of issuance of the Series 2010B Taxable Build America Bonds, would have caused the Series 2010B Taxable Build America Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code;

(iv) the Issuer will not provide any service or use or permit the use of any of its facilities or properties in such manner that would cause the Series 2010B Taxable Build America Bonds to be "private activity bonds" described in Section 141 of the Code;

(v) no taxable bonds or other taxable evidences of indebtedness of the Issuer have been or will be issued, sold or delivered within a period beginning 15 days prior to the sale of the Series 2010B Taxable Build America Bonds and ending 15 days following the delivery of the Series 2010B Taxable Build America Bonds;

(vi) the Issuer will not take any action that would cause the Series 2010B Taxable Build America Bonds to no longer be Qualified Build America Bonds, nor will the Issuer omit to take or cause to be taken, in timely manner, any action, which omission would cause the Series 2010B Taxable Build America Bonds to no longer be Qualified Build America Bonds.

Pursuant to these covenants, the Issuer obligates itself to comply throughout the term of the issue of the Series 2010B Taxable Build America Bonds with the requirements of Sections 103, 54A and 6431 of the Code and the regulations proposed or promulgated thereunder.

ARTICLE VI

FORM OF BONDS

Section 601. Form of Series 2010A Bonds. Each fully-registered Series 2010A Bond shall be, respectively, in substantially the form attached hereto as *Exhibit 4*, with such insertions or variations as to any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required (including, but not limited to, such changes as may be necessary if the Series 2010A Bonds at any time are no longer held in book-entry form as permitted by Section 403 hereof.

Section 602. Form of Series 2010B Tax-Exempt Bonds. Each fully-registered Series 2010B Tax-Exempt Bond shall be, respectively, in substantially the form attached hereto as *Exhibit 5*, with such insertions or variations as to any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required (including, but not limited to, such changes as may be necessary if the Series 2010B Tax-Exempt Bonds at any time are no longer held in book-entry form as permitted by Section 403 hereof.

Section 603. Form of Series 2010B Taxable Build America Bonds. Each fully-registered Series 2010B Taxable Build America Bond shall be, respectively, in substantially the form attached hereto as *Exhibit 6*, with such insertions or variations as to any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required (including, but not limited to, such changes as may be necessary if the Series 2010B Taxable Build America Bonds at any time are no longer held in book-entry form as permitted by Section 403 hereof.

ARTICLE VII

MISCELLANEOUS

Section 701. Final Official Statement. The Final Official Statement of the Issuer in substantially the form presented at this meeting and in the form attached hereto as *Exhibit 3*, with such changes, omissions, insertions and revisions as the Mayor shall deem advisable, is hereby authorized. The Mayor shall sign and deliver such Final Official Statement to the Purchaser for distribution to prospective purchasers of the Bonds and other interested persons. The approval of the Mayor of any such changes, omissions, insertions and revisions shall be conclusively established by the Mayor’s execution of the Final Official Statement.

Section 702. Official Statement Deemed Final. The Issuer has previously deemed, and does hereby deem, final the Preliminary Official Statement within the meaning and for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, subject to completion thereof with the information established at the time of the sale of the Bonds. The Mayor and the City Recorder are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Bonds, and any actions taken thereby for purposes of deeming the Official Statement to be final for purposes of Rule 15c2-12 of the Securities and Exchange Commission are hereby authorized, ratified and confirmed.

Section 703. Payments Due on Non-Business Days. If a payment date is not a business day, then payment may be made on the next business day, and no interest shall accrue for the intervening period.

Section 704. *Ratification*. All proceedings, resolutions and actions of the Issuer and its officers taken in connection with the sale and issuance of the Bonds are hereby ratified, confirmed and approved, including, without limitation, the publication of the notice of sale for the Bonds as set out in the preambles hereto.

Section 705. *Severability*. It is hereby declared that all parts of this Bond Resolution are severable, and if any section, paragraph, clause or provision of this Bond 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 Bond Resolution.

Section 706. *Conflict*. All resolutions, orders and regulations or parts thereof heretofore adopted or passed that are in conflict with any of the provisions of this Bond Resolution are, to the extent of such conflict, hereby repealed.

Section 707. *Captions*. The table of contents and captions or headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Bond Resolution.

Section 708. *Effective Date*. This Bond Resolution shall take effect immediately.

ADOPTED AND APPROVED this 22nd day of April, 2010.

PARK CITY, UTAH

By ______________________________________
Mayor

[SEAL]

ATTEST AND COUNTERSIGN:

By ________________________________
City Recorder

APPROVED AS TO FORM:

By ______________________________________
City Attorney

City Council
Staff Report

Author:	**Kathy Lundborg**
Subject:	**QUINN'S WATER TREATMENT PLANT CONSTRUCTION MANAGEMENT SERVICES**
Department:	**Public Works**
Date:	**April 22, 2010**
Type of Item:	**Administrative**

Summary Recommendations:
Staff recommends Council authorize the City Manager to execute an Agreement, in a form approved by the City Attorney, with MWH Americas, Inc., to provide Construction Management Services for the Quinn's Junction Water Treatment Plant in an amount of $375,129.

Description:
Water Strategic Plan: Source Strategies & Polices

- Maximize the availability of Park City's water from the Rockport Importation project

Topic:
This contract with MWH Americas will provide Construction Management Services for the Quinn's Water Treatment Plant.

Background:

In the fall of 2008, City Council authorized the City Manager to execute a Professional Services Agreement with Carollo Engineers for the design of the Quinn's Water Treatment Plant (Plant). The design of the Plant is nearing completion and the project will be bid and construction will begin in early summer of 2010. The Plant will become a critical component in the City's water supply and distribution system. The plant will be operational by fall of 2011.

The water treatment plant and plumbing is being designed for the ultimate size of 9 MGD; initially membrane equipment will be purchased and installed for 3 MGD. As the demand grows over time, additional membrane equipment will be added to the plant to incrementally upgrade to 9 MGD. Initially, the raw water source for the water treatment plant is from Rockport Reservoir, with Judge Tunnel water and future storage reservoirs being added in the future.

This Contract includes Construction Management Services which includes services of a Construction Manager (CM). The CM verifies contractor compliance with the construction documents. The CM verifies paperwork between the contractor, owner, and engineer. The CM also verifies contractor pay requests, prepares change orders, and prepares non-compliance notices, among other tasks discussed in detail in the attached Scope of Work.

For additional reference, the attached Project Matrix shows all of the water projects for this construction season and the corresponding contracts and Professional Services Agreements (PSA's). With all of the construction contracts and PSA's being brought to Council for Authorization, Staff hopes that the matrix would be useful in seeing the bid picture of water projects.

Analysis:

The City's purchasing polices exempts professional service contracts from any requirement for competitive bidding. According to this policy consultants are chosen by selecting the firm whose experience, capabilities, and past performance best meet the needs of the project. The selection committee was comprised of Todd Touchard (Public Works), Matt Cassel (Engineering), and Mike Collins (Program Management Consultant). The selection committee evaluated each of the proposals based upon the following:

- Experience with similar types of construction projects.
- Knowledge of local regulations: Park City Standards, Wetlands, Summit County Soils Ordinance, DEQ, etc.
- Cost effectiveness in provided the desired services and product.
- Quality of example daily reports, logs, process of provide services, and organizational tools.
- Proposed Construction Managers experience with this type of construction, availability of staff and the ability to be responsive.
- Other factors deemed relevant by the selection committee.

Three consultants submitted Statement of Qualifications for the Request for Qualifications (RFQ). The following table identifies the three consultants and summarizes the proposed hourly fees.

Table 1. Consultants and Hourly Fees

Consultant	Principal	Construction Manager	Inspector
MWH Americas	$200.00	$120.00	$67.00
HDR	$178.00	$131.00	$109.00
Carollo	$226.00	$156.00	$105.00

Based upon the selection criteria, the committee unanimously determined that MWH Americas was the best choice for providing the construction management services for this project.

Staff has provided a Scope of Work and negotiated fee with MWH Americas. This is included as Addendum A in the Professional Services Agreement and is an amount of $375,128.90. Staff feels that the fee is usual and customary with projects of this type and scope ($15.0 million construction cost).

Department Review:

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

Alternatives:

A. Approve the Request:

Staff recommends Council authorize the City Manager to execute a Professional Service Agreement, in a form approved by the City Attorney, with MWH Americas, to provide construction management services for the Quinn's Junction Water Treatment Plant in an amount of $375,129.

B. Deny the Request:

Council could deny Staff's request. The schedule for the water treatment plant is currently delayed, in part due to added scope during the design and the Planning Commission approval process. Denying the request would further delay the design of the time-critical project.

C. Continue the Item:

Council could continue the request. Continuing the request would delay the design of the time-critical project.

D. Do Nothing:

Staff does not recommend this alternative. Doing nothing would also delay the design of the time-critical project.

Significant Impacts:

The fee associated with this construction management PSA is included in the project in the approved FY2010 CIP budget.

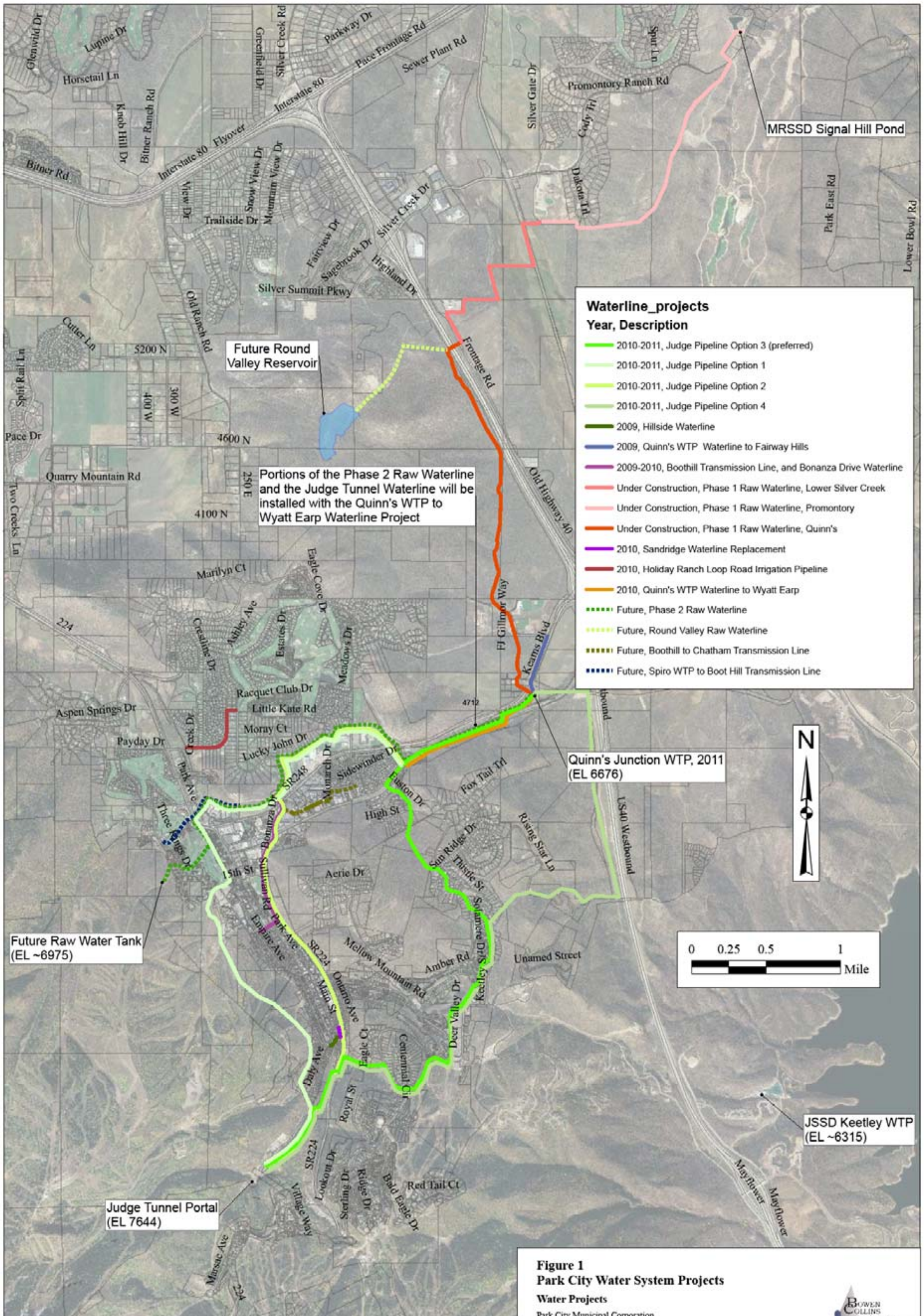
If Council does not authorize the execution of the Agreement with MWH Americas, the construction of the Water Treatment Plant will be delayed.

Recommendation:

Staff recommends Council authorize the City Manager to execute an Agreement, in a form approved by the City Attorney, with MWH Americas, to provide Construction Management Services for the Quinn's Junction Treatment Plant Design in an amount of $375,129.

Water Project Matrix 2010

Project PCWIP	**Task**	**Contractor/ Consultant**	**Contract/ Agreement Authorized by Council?**	**Amount**
Promontory	a. Design b. Construction Mgmt/Inspection c. Construction (2009/2010)	a. Stantec b. MRWSSD c. Counterpoint	Y Y Y	$460,610 (plus $338,260) Hourly rate ($75/hr) $1,439,950
Quinn's	a. Design b. Construction Mgmt/Inspection c. Construction (2009/2010)	c. Stantec d. BCA c. Allied Construction	Y Y Y	$460,610 (plus $338,260) $89,792 $2,183,495
Lower Silver Creek	a. Design b. Construction Mgmt/Inspection c. Construction (2010)	a. Stantec b. Stantec c. BD Bush	Y Y Y	$460,610 (plus $338,260) $113,746 $1,933,821
Phase 2, 3, 4	a. Preliminary Design Construction begins 2011	a. Stantec	Y	$460,610 (plus $338,260)
Quinn's WTP to Wyatt Earp Finished Waterline	a. Design b. Construction Mgmt/Inspection c. Construction (2010)	a. Horrocks b. Horrocks c. Not chosen	N N N	$228,352 *$2,200,000 (estimate)*
Judge Tunnel Waterline	a. Design b. Construction Mgmt/Inspection c. Construction (2010/2011)	a. BCA b. BCA c. Not chosen	N N N	$444,321 $255,448 *$5,000,000 (estimate)*
HR Loop Rd Irrigation Waterline	a. Predesign, Design b. Construction Mgmt/Inspection c. Construction (2009/2010)	a. Jack Johnson, Alliance b. City Staff	NA	$10,000 *$300,000 (estimate for water portion)*
Water Treatment Plant	a. Design b. Construction Mgmt/Inspection c. Construction (2010/2011)	a. Carollo b. MWH Americas, Inc.	Y N	$1,244,000 $375,129 *$15,000,000 (estimate)*
Boothill Transmission Line Phase 2 and 3	a. Design b. Construction Mgmt/Inspection c. Construction (2009/2010)	a. BCA b. City Staff (ph2), Stanley (ph3) c. Granite Construction(2009)	Y Y Y	$72,600 $29,410 (phase 3) $500,000 *$766,000* (*2010 estimate*)
Hillside Waterline (Completed)	a. Design b. Construction Mgmt/Inspection c. Construction (2009)	a. BCA b. Ward Engineering c. Granite Construction	Y Y Y	$22,300 $101,840
Fairway Hills Finished Waterline (Completed)	a. Design b. Construction Mgmt/Inspection c. Construction (2009)	a. BCA b. Alliance c. Counterpoint	Y Y Y	$35,230 $39,115 $302,661



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Project Location Map

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____________, 2010, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and MWH Americas, Inc. 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. <u>SCOPE OF SERVICES</u>.

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"). The total fee for the Project shall not exceed **$375,129** (three hundred seventy five thousand one hundred twenty nine) Dollars.

2. <u>TERM</u>.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on November 15, 2011 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. 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. 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.

C. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

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.

D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent system, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103

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 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

SERVICE PROVIDER
Address:
Address:
Address:

Tax ID#: ________________________

____
Signature

____
Printed name

____

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _________________, 2010, 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”

Addendum A (Part 1 of 2) – Scope of Services
Construction Management Services
Quinn's Water Treatment Plant Project
Park City Municipal Corporation
April 5, 2010

The Quinn's Water Treatment Plant project is to construct a new 3.0 million gallons per day (mgd) membrane filtration facility with future build-out capacity to 9.0 (mgd) of treated potable water. The project also includes site work, yard piping, clearwell, buildings, filtration, chlorination, pumps and all associated process equipment. Construction Management Services ("CMS") are intended to assist the Park City Municipal Corporation ("City") to administer the contract documents, provide on-site field observation, verify the construction contractors' compliance with the contract documents, and assist with the startup and testing of the new facilities and project closeout throughout the construction phase of said project.

The City agrees that in accordance with generally accepted construction practices, that the construction contractor will be required to assume sole and complete responsibility for job site health and safety during the course of construction of the project, including but not limited to the safety of all persons and property related to the project. This requirement shall apply continuously and not be limited to normal working hours. MWH shall have no control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, performance of furnishing of the work or health or safety as those responsibilities remain solely with the contractor.

The following scope of services is based upon pre-construction services beginning April 26, 2010, construction beginning with Notice to Proceed to the construction contractor on June 15, 2010 and final completion and acceptance on August 15, 2011 as per the schedule defined by the City/City's Representative.

Scope of Services

The following scope of services outlines the work to be performed by MWH during the construction phase of the new Quinn's Water Treatment Plant. This MWH scope of services is for providing CMS in connection with the construction of the new facility.

1. **MWH Staffing.** MWH will provide Project/Construction Management and Administrative staffing consistent with the level of effort hours outlined in Addendum A (part 2 of 2) attached herein. The following staff positions will be provided by MWH:

Construction Manager ("CM") – Corey Duncan will serve as CM and MWH point of contact to the City/City's Representative during construction, related to matters of administration of the contract. It is anticipated the CM will be on-site full time. This position will be responsible for reviewing project status, including budget, performance and schedule, progress meetings, represent the City where appropriate and provide full time resident oversight and management services. CM responsibilities will also include monitoring of MWH budget, schedule, project communication, resource planning, job status review and reporting and invoice processing. Actual versus budgeted performance shall be tracked and reported to the City within the monthly progress report.

Senior Administrator – Duties would include processing of MWH monthly invoicing and payment, budgeting, expense report processing, corporate interfacing and contract review.

1.1 Basis of Fees (See Addendum A, Part 2 of 2)

- Construction Manager (Preconstruction Phase) – 5 hrs/working day from April 26, 2010 through June 15, 2010 = 175 hours.
- Construction Manager (Construction Phase) – 8 hrs/working day from June 16, 2010 through June 30, 2010 = 96 hours.
- Construction Manager (Construction Phase, through Substantial Completion) – 9 hrs/working day from July 1, 2010 through July 15, 2011 = 2,386 hours. This excludes 8 holidays per year.
- Construction Manager (Final Construction Phase) – 4 hrs/working day from July 18, 2011 through August 19, 2011 = 100 hours.
- Senior Administrator – 4 hrs/month from May 1, 2010 through August 31, 2011 = 64 hours.

2. Description of MWH services and deliverables.

2.1 Review construction contract documents for familiarization.

Deliverables

- None.

2.2 Pre-construction meeting. Attend and conduct pre-construction meeting.

Deliverables

- Prepare meeting agenda and distribute.
- Prepare meeting minutes and distribute to all attendees.

2.3 Communication and coordination with City's representative and the City Building Department. Prepare and submit all documentation of any changes to the contract documents for approval by the City's building department.

Deliverables

- Prepare and submit all contract design change documentation for review and approval by the City.

2.4 Construction observation. Provide daily site observation and coordination for conformance of the Contractor to meet the requirements of the construction contract documents.

Deliverables

- Prepare daily field reports.

2.5 Weekly construction progress meetings. Attend and conduct weekly construction progress meetings and coordinate activities with Contractor, City and Design Engineer.

Deliverables

- Prepare meeting agenda and distribute at weekly construction progress meetings.
- Prepare meeting minutes and distribute electronically to all meeting attendees within 5 business days of meeting completion.

2.6 Coordinate Design Engineer review and recommendations of Contractor submittals. Coordinate the distribution of Contractor submittals to the Design Engineer for their review, assist in review of contractor submittals when agreed upon by the Construction Manager and the Design Engineer.

Deliverables

- Prepare Contractor submittal log.
- Update log and submit at weekly construction progress meetings.
- Maintain a hard copy of all submittals at construction site.

2.7 Changes to the Contract Documents. Coordinate and document Change Orders ("CO"), Work Change Directives ("WCD"), Contractor cost proposals ("CCP"), Field Orders ("FO"), Non-compliance notices ("NCN"), Request for Information ("RFI"), Request for Clarification ("RFC"), Request for Substitution ("RFS"). Coordinate Design Engineer responses to the above mentioned documents.

Deliverables

- Prepare CO, WCD, CCP, FO, NCN, RFI, RFC and RFS logs.
- Update logs and submit at weekly construction progress meetings.
- Maintain a hard copy of Contract Document Changes at construction site.

2.8 Monthly Progress Reporting (Optional, if requested by the City): Document the status of construction, major milestones, financial progress items requiring action and change status. The format for the report shall be as approved by the City and MWH prior to the initial submittal.

Deliverables

- Prepare a monthly progress report for submittal to the City.

2.9 Processing of Contractors monthly payment application: Perform the initial review of payment applications submitted by the Contractor on a monthly basis. MWH shall review the payment applications submitted by the Contractor and recommend payment to the City or respond to the Contractor requesting changes.

Deliverables

- Prepare Contractor monthly payment application log.
- Update Contractor monthly payment application log.
- Submit transmittal of Design Engineer recommendation for payment application.

2.10 Construction photo log: Document progress of daily construction activities with photos during daily site observation.

Deliverables

- Prepare daily construction photo log.
- Update construction photo log weekly.

2.11 Standard and special inspection: Review all standard and special inspection reports and coordinate with Design Engineer for input as needed, also coordinate with City building department to meet their requirements.

Deliverables

- Prepare special inspection log.
- Maintain a hard copy of standard and special inspection reports at construction site.

2.12 Disinfection and flushing plans: Review disinfection and flushing plans submitted by the Contractor. Upon plan approval, provide field observation to confirm compliance of the approved plans.

Deliverables

- Submit approved plans and report of Contractors compliance to the City.

2.13 Substantial completion: Prior to substantial completion, with the assistance of the design engineer and City's representatives the CM shall prepare a punch list of items requiring completion in accordance with the Contract Documents. This documentation shall be used by the CM/City to determine the acceptability of the work for substantial completion in accordance with the Contract Documents. Upon concurrence by the CM/City, this information will be submitted to the Contractor prior to substantial completion being achieved. Upon notification by the Contractor that the work is substantially complete, the CM will schedule a substantial completion inspection with the CM and City. If it is determined by the CM and City that the work is substantially complete, the CM shall prepare a substantial completion notification for issuance to the Contractor outlining actions to be taken for final completion.

Deliverables

- Prepare and distribute punch list.
- Prepare substantial completion notification.

2.14 Project completion and closeout: Follow-up on punch list items to insure all items have be completed or corrected to the satisfaction of the contract documents. Review contractors record drawing documents for completeness before submitting to the City's representative. Review certificates of substantial and final completion.

Deliverables

- Substantial and final completion certificates.

2.15 Final inspection: Conduct a final inspection of the work to determine if the Contractor's work meets the intent of the Contract Documents and is ready for final payment.

Deliverables

- Provide written notification to the City of final notice of acceptance of the work.

3. Final deliverables to City at project completion: MWH will provide two (CD or DVD) packages in digital format with the following data.

Deliverables

- Daily construction reports.
- RFI's, RFC's, WCD's, Change Orders and Contractor submittals w/responses.
- RFI, RFC, WCD, Change Order and Contractor Submittal logs.
- Weekly construction progress meeting minutes.
- Schedules (including CPM and interim).
- Construction photos and log.
- Third party and special inspection reports.
- All project communication and other related documentation.
- Punch list, substantial and final completion notices

4. **Owner furnished services:** Services to be provided by the City include:

- Require the Contractor to provide an independent testing firm to conduct materials testing, make periodic inspection of the concrete batch plant and report on compliance with the specifications in the Contract Documents.
- Internet access, desks and furniture, computers, copiers and miscellaneous equipment.
- Permitting and agency coordination associated with the construction of the project.
- Provide access to the site.
- Field Construction Office space to be provided by Contractor as identified in Contract Documents.
- System integrator as required in the Contact Documents.
- Attendance at all meetings and site conferences
- Prompt written notice to MWH upon identification of hazardous environmental conditions at the site.
- Parking spaces and utilities for the Construction Manager Trailer/Offices for MWH staff. Utilities shall include water, sewer and electrical power connections.
- Special inspection to be performed by City staff and coordinated by the Contractor.

5. **Services not covered under this agreement:** Engineering Services during Construction are not covered under this agreement. These services are to be

provided by the design engineer (Carollo Engineers) as defined in their scope of services with the City.

5.1 Provide up to 13 months of office engineering support during construction.

5.2 Review of shop drawings, response to request for information, requests for assistance from the Construction Manager regarding field orders, contract change orders.

5.3 Attend weekly construction progress meeting as requested by the Construction Manager during the construction phase of the project (13 months).

5.4 Attend final inspection walk through.

5.5 Provide start-up assistance of the new facility.

5.6 Prepare Record Drawings.

5.7 Prepare hard copy and electronic O&M manual including standard operation procedures, equipment lists and preventative maintenance schedules. Electronic O&M Manual will be provided in Adobe Acrobat format and will have key word search and bookmarking capabilities.

Deliverables

- As defined in the design engineers scope of services.

Addendum A (Part 2 of 2) – Basis of Fees
Construction Management Services
Quinn's Water Treatment Plant Project
Park City Municipal Corporation
April 5, 2010

Description	Rate	Unit	Number of Units	Subtotal Costs
Construction Manager (Duncan)	$120	Hour	2,757	$330,840
Senior Administrator	$78	Hour	64	$4,992
Associated Project Costs (APC)	$8.90	Hour	2,821	$25,106.90
Mileage/Travel Expenses	$0.55	Mile	22,800	$12,540.00
Other Direct Costs	$1,650	Lump Sum	1	$1,650.00
Total Project Costs				**$375,128.90**

City Council
Staff Report

Subject:	**Appeal Referral to an Independent Hearing Appeal Panel: Treasure Hill CUP**
Author:	**Mark Harrington, Legal**
Department:	**Legal**
Date:	**April 21, 2010**
Type of Item:	**Quasi-Judicial**

Summary Recommendations:
Staff recommends that the City Council formally vote to refer any appeal from the Planning Commission regarding the Treasure Hill CUP to an independent hearing Appeal Panel. The Appeal Panel would be appointed only if and when an appeal is filed. Staff also requests that Council designate two liaisons to work with the City Manager on exploring alternative strategies for the project.

Topic/Description:
Designation of an alternative appeal authority for Treasure Hill Conditional Use Permit pursuant to LMC Section 15-1-18(C).

Background:
On April 15, 2010, the Council adopted an ordinance modifying the procedure of appeals to allow for the referral of any appeal of a Planning Commission final action to an independent Appeal Panel. Such a referral is only justified and authorized where the Council finds due process issues are present requiring such referral in order to preserve the integrity of the review. The standard of review, scope and procedure of the appeal otherwise remain the same. The Council also amended the LMC to ensure public input in any appeal.

Analysis:
Due to the unusually long timeline and complexity of the pending application, the magnitude of the potential community impacts, and the limited ability of the Council (and willingness of the applicant) to proactively consider project alternatives at a comparable level, the Treasure Hill CUP is unique. At the same time, the City is embarking on a comprehensive initiative to evaluate its own project possibilities, priorities, partnerships and long term planning for the Lower Park RDA. The City is also in the middle of a General Plan re-write which includes possibly re-defining the redevelopment potential of the Bonanza Park district. These matters, all combined, result in the following:

- Utilizing the role of the Council as owner and/or Redevelopment Authority (RDA) in relation to possible alternatives for the Treasure Hill project, such as buying down density or transferring density to another site, would likely conflict with the Council's requirement to remain objective and disinterested as an appeal authority in the regulatory process.

- The City may wish to enter negotiations to acquire the property as a whole. Such a purchase would almost certainly require legislative approval for an additional GO bond or similarly voter approved public financing.
- Regardless of their merit or lack thereof, potential claims of conflict, due process, and/or predetermined disposition have been filed. Rather than resolve these issues one by one, the Council has the ability to render such claim moot by referring any appeal to an independent panel.

Staff asserts that these elements provide the necessary basis for the Council to refer any appeal of the Treasure Hill CUP to an independent hearing Appeal Panel in order to maintain fair due process for all involved. The Appeal Panel would only be appointed if and when an appeal is filed.

During the meeting, the Council should also discuss its expectations for staff inclusion of opportunities for public input in any alternative planning process. Such opportunities may include work session updates, design open house meetings, web-based postings, and other outreach specified by Council.

Department Review: Planning, Executive and Legal departments reviewed this matter.

Alternatives:

A. **Refer any appeal regarding Treasure Hill CUP to an Appeal Panel (Recommended).**
B. **Deny the request. Remain in a quasi-judicial role.**
C. **Continue the Item. Provide the staff with additional information which the Council would like to consider.**
D. **Do Nothing. Would be the same as denying the request.**

Consequences of not taking the recommended action:
The Council will have to remain in a quasi-judicial capacity which will limit the Council's ability to use its legislative and property owner roles to explore alternatives to the project as currently proposed.

Recommendation:
Staff recommends that the City Council formally vote to refer any appeal from the Planning Commission regarding the Treasure Hill CUP to an independent hearing Appeal Panel.

Staff also requests that Council designate two liaisons to work with the City Manager on exploring alternative strategies for the project.