



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
March 19, 2015**

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, March 19, 2015.

Closed Session

2:00pm To discuss Property, Personnel and Pending Litigation

Study Session

3:30pm Recreation Annual Report PG 4

Work Session

4:15pm Council Questions and Comments and Manager's Report PG 14

4:30pm Ice Rink Feasibility Study PG 25

5:00pm Format of Future Public Meeting(s) on Growth Issues PG 45

5:30pm Mountain Accord Switzerland Trip Recap Presentation- Council member Peek & Council member Simpson PG 49

5:55pm Break

Regular Meeting

6:00 pm

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV. CONSENT(*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*)

1. Consideration of authorization for the City Manager to enter into a service provider contract for Public Art at the Park City Library in a form to be approved by the Legal Department with Danielle C. Wyckoff, in the amount of Fifty Seven Thousand, Seven Hundred and Eighty Six Dollars (\$57,786.00). The project is not to exceed costs of Sixty Thousand Dollars (\$60,000.00). PG 63

2. Consideration to authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with CRS Mechanical Contractors, Inc., for

construction of the Interior Meter Replacement Project in an amount not to exceed \$20,000. PG 89

3. Consideration to authorize the City Manager to execute an Amendment to the Water Conveyance-2013 Pipelines Project, Segment B Construction Agreement, in a form approved by the City attorney, with COP Construction, Inc., as Change Order No. 3 for an increase to the contract in an amount not to exceed \$372,202.45. PG 95

4. Consideration of Proposed Site for Volunteer Community Mural Project- Poison Creek Trail tunnel north of Vinto PG 105

5. Consideration of authorization to proceed with the Main Street Improvements Project and authorize the City Manager to enter into a construction manager at risk (CMAR) contract in a form approved by the City Attorney's Office with Miller Paving Inc. in the amount of Seven Thousand Two Hundred Dollars (\$7,200) for preconstruction services. PG 112

V. CONSIDERATION OF MINUTES FROM JANUARY 29, 2015 CITY COUNCIL MEETING PG 122

VI. APPOINTMENTS AND RESIGNATIONS

1. Appointment of Jan Wilking to the Citizens Open Space Advisory Committee (COSAC) at-large alternate position to fulfill a vacant term ending January 2016 PG 129

VII. OLD BUSINESS

1. Consideration of a plat amendment for 9 Hidden Splendor Court pursuant to findings of fact, conclusions of law and conditions of approval in a form approved by the City Attorney. PG 132
 - (a) Public Hearing
 - (b) Action

VI. NEW BUSINESS

1. Consideration to authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with CH2M Hill, Inc., for engineering services in the amount of \$185,000 for Judge and Spiro Tunnel Mining-Influenced-Water Treatment Evaluation - Phase IA Engineering Services. PG 171
2. Consideration to authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with Carollo Engineers, Inc., for engineering services in the amount of \$168,000 for the Water SCADA and Telemetry System Upgrade Phase 1A. PG 190
3. Consideration of approval of Supplemental Plan for the 2015 Park Silly Sunday Market (PSSM) PG 241
 - (a) Public Hearing
 - (b) Action
4. Consideration of Authorization for the City Manager to enter into a service provider agreement with Utah Open Lands, for the Clark Ranch Preservation Easement in the

amount of thirty thousand nine hundred forty three dollars (\$30,943) in a form approved by the City Attorney. PG 263

5. Consideration of approval the attached bond resolution for the 2015 Series Sales Revenue bond issuance, in an amount not to exceed \$12,000,000, to provide funding for projects specified as part of the Council approved Additional Resort Communities Sales Tax Plan. PG 284
6. Consideration of Land Management Code Amendments– Chapter 2.1 (HRL), Chapter 2.2 (HR-1), Chapter 2.3 (HR-2), Chapter 2.4 (HRM), and Chapter 2.16 (RC)- Regarding Side and Rear Setbacks for patios and hot tubs. Chapter 2 (in all applicable zoning Districts) and Chapter 15 (Definitions)- to clarify Essential Municipal and Public Utility Uses. Chapter 2.24- Regarding Transfer of Development Rights (TDR). *(no report needed)*
 - (a) Public Hearing
 - (b) MOTION TO CONTINUE TO APRIL 19, 2015

VII. ADJOURNMENT INTO A REDEVELOPMENT AGENCY MEETING

PARK CITY REDEVELOPMENT AGENCY MEETING SUMMIT COUNTY, UTAH, March 19, 2015

I. ROLL CALL

II. CONSENT

1. Consideration of authorization to order the furniture for the Library and execute a purchase order with Henricksen Butler in an amount not to exceed Three Hundred Ninety Thousand. (\$390,000) PG 308

III. 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 is available in the Marsac Building on Wednesdays and Thursdays from 4 p.m. to 9 p.m. Posted: 03/16/2015 See: www.parkcity.org

Study Session

To: City Council
Author: Ken Fisher, Recreation Manager
Subject: Recreation Annual Report
Date: March 19, 2015



Recreation

Background

The Recreation Department recently compiled an Annual Report for Fiscal Year (FY) 2014. This year the department took a different approach with the annual report as we made it more reader friendly and significantly shorter than past reports. We will be making this available to the public on our website as well as have copies available at the Park City Municipal & Athletic Center (PC MARC)

Potential Discussion Topics:

At the study session we will have a number of team members available to discuss the report as well as answer any questions you may have about our recreation and tennis offerings.

Recreation & Tennis have a few items they would like an open discussion with Council about. These include:

- Is there anything else that we should include in the annual report?
- Does Council have an opinion on the balance between open play times versus scheduled times? This relates in particular to tennis but would also relate to gymnasium and pool schedules.
- We completed a PC MARC patron survey last summer. A recurring comment was the need for a year round aquatic option for patrons. These ranged from putting a bubble over the existing pools to building an indoor aquatics center at the PC MARC.
- What information would Council want to see in the future to make a determination on aquatics at the PC MARC?
- Should staff be looking to develop a phase II master plan at the PC MARC?



Park City Recreation Annual Report FY 2014



*A higher degree
of play*



RECREATION & TENNIS DEPARTMENT

OVERVIEW

The Recreation Department is responsible for the operation of the Park City Municipal Athletic & Recreation Center (PC MARC) and adult and youth recreation programs; including a variety of leagues, clinics, camps and tournaments. The department also coordinates all the field scheduling and park reservations, and administers the cemetery.



The Tennis Department is operated out of a separate budget but they are closely linked in the day to day operation of the facility. The department is responsible for developing and implementing a wide range of tennis programming for both residents and visitors. The department organizes and hosts several tournaments, offers lessons, clinics, camps and socials for all ages.

The whole department places a high priority on customer service and works hard to meet the needs of the community with a variety of quality programs. The recently completed PC MARC patron survey indicated a very high level of satisfaction with all aspects of the facility. The PC MARC also received the Park Record's "Best Fitness Center" award for the second year in a row. The same sense of satisfaction was reinforced when the department was recognized with a "Voice of the People Award for Excellence in Recreation & Wellness" at the International City Managers Association Conference. Communities receiving the Voice of the People Award for Excellence had a service quality rating that was in the top three among all eligible jurisdictions in 2013. To qualify for this award these communities also had to be in the top ten percent among over 500 jurisdictions in the National Research Center database of citizen surveys.

Fiscal Year 2014 was a very successful year overall for the recreation & tennis departments. We had our best year ever for cost recovery even though PC MARC utilities were included in our expense budget for the first time. In addition to the financial performance, the list of accomplishments is extensive as the department transitioned to a new registration software program, completed the renovation of the outdoor tennis & pickleball courts at the MARC, increased wheelchair tennis offerings with several players competing at a national level, had record pass sales at the PC MARC, expanded group fitness class offerings, wellness classes that are well received and made cemetery records so they could be searched online.

We expect the trend of increased program and facility usage to continue to grow over the next year. Tennis is also experiencing continued growth. The demand for courts continues to grow causing patrons to be pushed to less desirable times for open play. As leagues, tournaments, programs and club sports expand, the scheduling of field space becomes more challenging. At the MARC we continue to look for efficiency in our operation and look for creative ways to use the facility for a variety of offerings.

Yours in good health,

Ken Fisher
Recreation Manager

SURVEY RESULTS

May – July, 2014

What we learned...



- The average MARC user is between the ages of 36 to 65
- 37.08% of MARC users visit the facility 10 or more times per month
- 85.38% have an overall opinion of the MARC as above average or excellent
- 33.26% rate the variety of fitness equipment as average, while 20.7% rate it as excellent
- Yoga & Spinning are the most popular group fitness classes
- 86.87% rate the overall instruction received during group fitness classes as above average or excellent
- 84.94% rate the tennis department as above average or excellent
- 99% of the 437 survey respondents would recommend the PC MARC to their friends and family

Things to Consider...

- There continues to be a struggle between open court time and scheduled program times.
 - Programmed courts guarantee revenue. Open court times are nebulous.
- Reduced number/duration of tournaments has opened up valuable court time.
- Additional and more varied fitness equipment and cleanliness concerns were often remarked upon.
 - Purchased several specific items mentioned in the survey through equipment replacement funds and RAP tax grant money.
 - Five additional gym wipe stations were installed.
 - Added another 20 hours/week of cleaning staff.
- Many respondents commented on our excellent customer service. We'll need to work hard to maintain that high rate of satisfaction.
- Multiple comments were made on keeping the lap pool open year-round.

See complete survey results here:

<http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=14446>

HELPING TO MEET COUNCIL PRIORITIES

2014 Accomplishments

Preserving & Enhancing the Natural Environment

Memorial Walls ·
Digital Play Magazine



World Class Multi-Seasonal Resort Destination

Fitness Park · Tennis Court
Renovations · Pickleball · Awards



Inclusive Community of Diverse Economic & Cultural Opportunities

Wellness Programs · Fee
Reduction · Wheelchair Tennis
· Inter-club Tennis League ·
Dog Park Agility



Responsive, Cutting-Edge & Effective Government

CPR/AED trainings · Software Upgrade ·
Online Cemetery Services · Represent &
Present for State Association · Team Charter
· Social Media · Staff Development · MARC
Survey · Expanded Group Fitness





PC MARC BY THE NUMBERS

FY '14

pc marc & pc tennis

\$1.86M

Total Revenue

294

Silver Sneakers
Participants

19,727

Website Visits

\$1,460

Non Profit Donations
Gift Certificates

\$8,690

Youth Scholarships
Awarded

2,413

Children Playing

5,661

MARC Hours of Operation

26,000

Open Swim Visits plus
Pass Holders



3,120

Active Facility Passes &
Punch Cards

3,449

Group Fitness Classes
Offered

18,369,000

Calories Burned

2.5

Tons of Fat Burned

2 for 2

Park City's Best Fitness
Center 2013 & 2014

18,720

Tennis Balls Used

6,002

Tennis Lessons Delivered

96

Pickleball Players

91

PCWITL - Park City Women's
Intra League Players



RECREATION BY THE NUMBERS

FY '14

pc recreation

2,324

Number of Adults
'Playing' in Park City

123

CPR/First Aid
Certifications Given

1

Life Saved

82

Seasonal Recreation
Employees

64

Volunteers

352

Youth Soccer Participants

293

Recreation Programs
Offered



pc recreation



3,006

Total Day Camp
Participants

57

Obedient Dogs

400+

Swim Lesson Participants

3000+

Miles ridden in Mountain
Bike Programs

139

Park Pavilion Rentals

2,489

Hours of Field Use

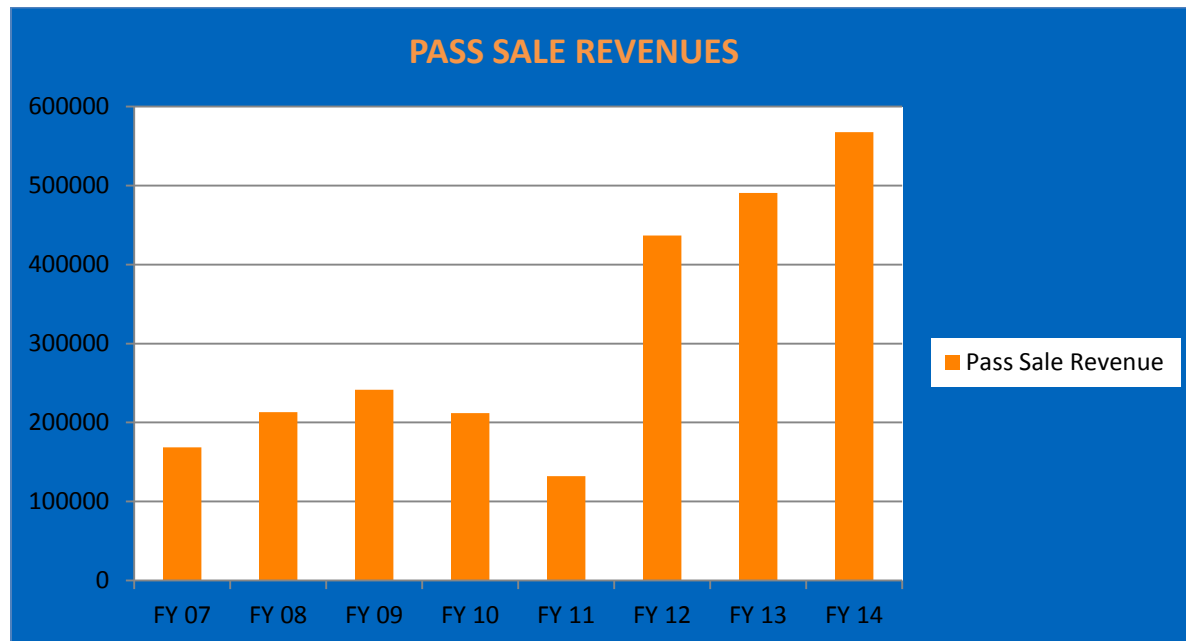
\$56,390

Field Rental Revenue

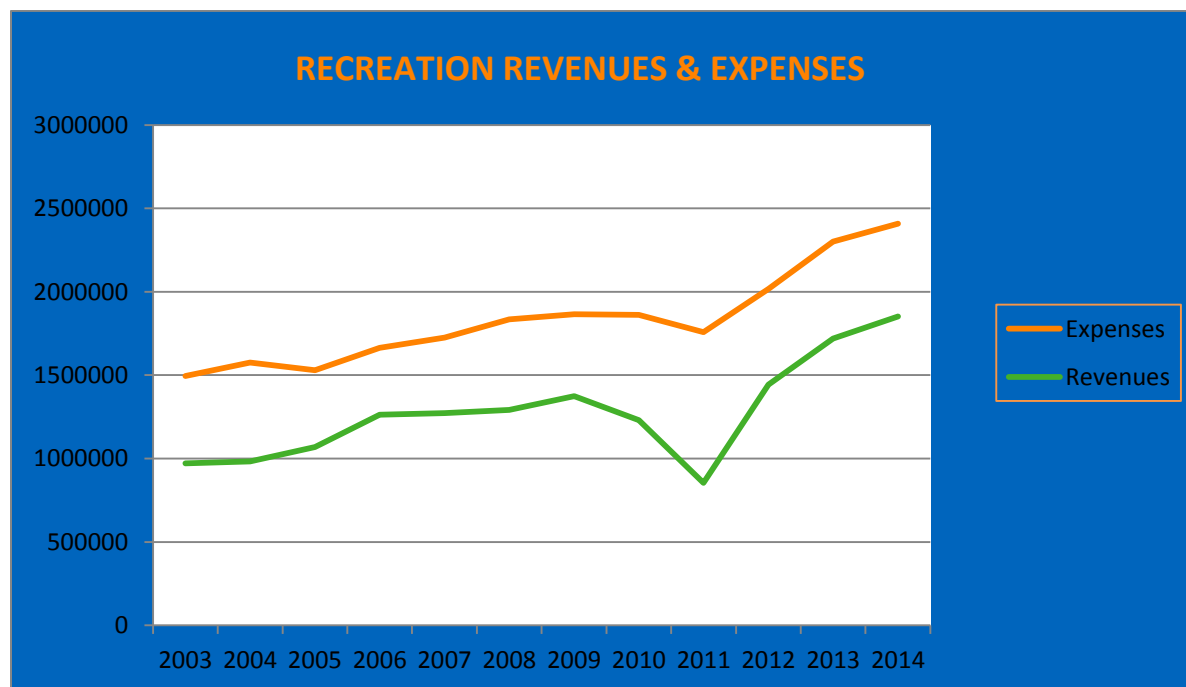
1,499

Cemetery Owners

COST RECOVERY



The chart above shows the growth in pass sale revenues from the Racquet Club to the PC MARC. The highest revenue from pass sales at the Racquet Club occurred in FY 09 with \$241,552. The dip in FY 10-11 was due to the renovation of the facility. Pass sales continue to grow and are estimated to top \$600,000 in FY 15.



The chart above shows the revenues and expenses for both the recreation & tennis budgets since the department became part of the general fund in FY 2003. In FY 14 utility expenses (\$218,000) were added to the recreation budget for the first time. Despite the additional expense the department had a cost recovery of 76.9% which was the best on record.

2014 PC RECREATION PROGRAMS

Youth Sports

Spring Soccer League
Match Mix Up
Start Smart Soccer

Youth Camps/Classes

Summer Day Camp
Soccer Camp
Skateboard Camp
Adventure Camp
Dirt Jump Camp
School Break Camp
Karate

Adult Classes/Camps

Skateboarding
Group Fitness (90 classes week)
Dirt Jump
Monthly Wellness Lunchtime Learnings
Dryland Training
CPR/First Aid
Evening Wellness Lectures
Mountain Bike Skills
Moms on Bikes Weekly Ride
Adult Ballet

Private Instruction

Swimming
Tennis
Skateboarding
Dirt Jump
Personal Training

Special Events

Park City Holiday
Dirt Jump Jam
Tiny-Tri

Adult Leagues

Soccer (Fall/Spring)
Kickball
Softball
Flag Football
Basketball
Volleyball (Summer,
Doubles, Fall & Winter)



Aquatics

Open Swim
Masters
Youth Lessons (7 levels,
Spring/Summer)
Aquafit- Water Aerobics
Pre-Comp Swim Team (Spring/Summer)

2014 PC TENNIS PROGRAMS

Youth Tennis

Mommy & Me
Team RED
Team ORANGE
Team GREEN
Team YELLOW
ATC
High School 1,2 &3
Junior Match Play

Adult Tennis

Team Clinics
Open Singles/Doubles Clinics
Super Drill
Cardio Tennis
Men's League
Women's League
Mixed Leagues
Intra-Club League
Socials

Tournaments/Competitions (All sports)

Winter Masters Tennis
10 & Under Events
Future Tournaments
Challenger Tournaments
Art's Festival Volleyball Tournament
July 4th Volleyball Tournament
Women's State Softball Championship
Summer Skateboard Series- Three Events
Friday Skate Jams



Manager's Report



To: Diane Foster, City Manager

City Council

From: Thomas Eddington, Planning Director
Anyah Grahn, Historic Preservation Planner

Re CRSA Main Street National Register District—Survey Results

Date: March 19, 2015

Acronyms used in this Manager's Report

DOS	Determination of Significance
HPB	Historic Preservation Board
HSI	Historic Sites Inventory

The historic preservation movement in Park City largely began in 1978 with the Main Street nomination for the National Register of Historic Places. The boundaries of this survey were established based on the Great Fire of 1898, but excluded those buildings at the top of Main Street that predated the fire. These structures were excluded in part because of a false dichotomy of Upper Main Street being solely residential; however, greater analysis has shown that many Main Street structures were either entirely or partially residential during the historic Mining Era. A 1920 US census shows that there were 175 people living on Main Street below 3rd Street, almost 5% of Park City's population at that time.

The opening of Treasure Mountain Resort in 1963, Park City West (Canyons Resort) in 1968, and Deer Valley Resort in 1981 transformed Park City from a dilapidated mining town into an outdoor sports destination. Greater real estate demands influenced development along Main Street, and a number of changes have occurred within the National Register Historic District since 1978. Historic structures at 323, 453, 551, and 583 Main Street were demolished and the sites redeveloped. Most new infill projects have conformed to the 2009 Design Guidelines and contribute to the look and feel of the district; however, those projects at 333 and 580 Main Street dwarf their historic neighbors do not contribute to the district as a whole.

Changes to the district brought concern that Park City's Main Street was endangered of losing its National Register designation. The City contracted Preservation Solutions to complete an initial review of the district in 2011, and then hired CRSA to complete an intensive level survey of both the Main Street and Mining Era Residences Thematic National Register Historic Districts in 2013.

CRSA completed their analysis of the Main Street National Register District in early 2015.

As part of this contract, CRSA is evaluating any new potential listings for the Historic Sites Inventory (HSI) and nominating two (2) buildings to the National Register of Historic Places—the Carl Winter School (Park City Library) and the Marsac School (City Hall). The intensive level survey will also include approximately four-hundred (400) historic sites and structures. Staff is reviewing CRSA's completed ILs of the Main Street National Register Historic District, and CRSA is currently working on the Mining Boom Era Residences Thematic National Register District. In an effort to update the existing Historic Sites Inventory (HSI), staff will be reviewing Determination of Significance (DOS) applications with the Historic Preservation Board (HPB) periodically based on the results of CRSA's survey.

In 2011, Preservation Solutions completed a report entitled "Park City Main Street National Register Historic District Study, 1979-2011" that conveyed concerns of losing the designation. The firm had concerns that Park City's Main Street did not meet the National Register criteria to remain listed; however, its analysis was based on an unwritten 50% rule which requires that 50% of buildings in a district are individually significant or contributing to the National Register Historic District. This approach emphasizes architectural integrity of historic buildings rather than relying on Criteria A of the National Register, association with past events or broad patterns of history.

CRSA asserts that the preservation community as a whole does not support the 50% rule and finds that Preservation Solutions was too conservative in its approach. CRSA contends that the 50% rule is not recognized by the National Register of Historic Places nor the State Historic Preservation Office. Further, most historic districts in Utah would not be National Register eligible under this approach.

CRSA notes that rather than rely on an unofficial 50% rule, National Register Historic Districts are reviewed holistically to determine the overall visual character of the district. This approach recognizes that some buildings are altered, but still qualify for the National Register under Criteria A, *association with past events or broad patterns of history*. It also allows for non-historic buildings to contribute to the visual aspects of the historic district if designed in the same theme as the district. Main Street Deli at 525 Main Street, for instance, falls into this category of new construction that contributes to the overall theme of the district. CRSA has found that our municipal design standards, zoning requirements, as well as federal and state preservation tax credits have preserved the "look and feel" of our Main Street National Register District.

Though our district is not threatened by losing its National Register status, CRSA does support the City's intent to expand the district south to the 100 and 200 blocks of Main Street. Over half of the historic structures in this area would be considered "essential" or "significant" to the National Register District, and those that are new construction are visually and thematically compatible to the look and feel of the district. The expanded district would incorporate 19 new historic

buildings. Four of these are listed on the National Register of Historic Places: 140, 150, 176, and 221 Main Street; eight are eligible but not listed: 109, 115, 122, 148, 133, 158, and 170 Main Street; and five were constructed outside of the historic period but contribute to the look and feel of the district: 148 (modern addition), 166, 186, 250, and 260 Main Street. TMI is the only structure that visually conflicts with the Mining Era character of the district. Now over 50 years old and previously considered out of scale and intrusive to the district, TMI could now be included in the district as it contributes to our understanding of the 1960s revitalization of Park City and that historic period. Finally, the expansion will provide additional protection to those structures not protected by the National Register District.

In conclusion, our Main Street National Register District is not endanger of losing its National Register status, and the expansion of the district to Upper Main Street will only strengthen the concentration of historic buildings located within our National Register boundary.

CRSA PROPOSED ADDITION TO PARK CITY MAIN STREET HISTORIC DISTRICT

EASTING HISTORIC DISTRICT BOUNDARY
EXISTING HISTORIC DISTRICT BOUNDARY
REAR LOT LINE
SIDE LOT LINE
FRONT LOT LINE

CONSTRUCTION DATES	
west side	east side
109: c. 1895	122: c. 1885
115: c. 1885, 1928-41 addition	140: c. 1892, moved c. 1990
125: c. 1914	148: 1889-1900, moved and addition 2008
130: c. 1682	150: c. 1885
151: c. 1920	158: c. 1885
221: 1904	166: c. 2005
227: c. 1885, 1920s addition	170: c. 1880
256: 1963	176: c. 1901
	186: c. 1905, rebuilt 2002
	250: c. 1988
	260: 2010

N
0 10 20 30 40 feet
scale: 1" = 30'

LEGEND

- (red circle) essential building
- (orange circle) significant building
- (blue circle) new-contributory/minor building
- (green circle) new-noncontributory building
- [thin green line] existing District boundary
- [thick green line] proposed District expansion
- [dashed red line] parcel line (within District)

PC-25T
DIRECT LINE BETWEEN SOUTH CORNER OF PC-20H AND NORTHWEST CORNER OF ULTR-I
PC-25L-B
PC-25L-A
PC-25L-C
PC-25L-D
PC-25L-E
PC-25L-F
PC-25L-G
PC-25L-H
PC-25L-I
PC-25L-J
PC-25L-K
PC-25L-L
PC-25L-M
PC-25L-N
PC-25L-O
PC-25L-P
PC-25L-Q
PC-25L-R
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PC-25L-W
PC-25L-X
PC-25L-Y
PC-25L-Z
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PC-25L-AB
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PC-25L-AY
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PC-25L-BB
PC-25L-BC
PC-25L-BD
PC-25L-BE
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PC-25L-GU
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PC-25L-GY
PC-25L-GZ
PC-25L-HA
PC-25L-HB
PC-25L-HC
PC-25L-HD
PC-25L-HE
PC-25L-HF
PC-25L-HG
PC-25L-HH
PC-25L-HI
PC-25L-HJ
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PC-25L-HW
PC-25L-HX
PC-25L-HY
PC-25L-HZ
PC-25L-IA
PC-25L-IB
PC-25L-IC
PC-25L-ID
PC-25L-IE
PC-25L-IF
PC-25L-IG
PC-25L-IH
PC-25L-II
PC-25L-IJ
PC-25L-IL
PC-25L-IM
PC-25L-IN
PC-25L-IO
PC-25L-IP
PC-25L-IQ
PC-25L-IR
PC-25L-IS
PC-25L-IT
PC-25L-IU
PC-25L-IV
PC-25L-IW
PC-25L-IX
PC-25L-IY
PC-25L-IZ
PC-25L-JA
PC-25L-JB
PC-25L-JC
PC-25L-JD
PC-25L-JE
PC-25L-JF
PC-25L-JG
PC-25L-JH
PC-25L-JI
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PC-25L-MT
PC-25L-MU
PC-25L-MV
PC-25L-MW
PC-25L-MX
PC-25L-MY
PC-25L-MZ
PC-25L-NA
PC-25L-NB
PC-25L-NC
PC-25L-ND
PC-25L-NE
PC-25

Main Street Historic District As Expanded





To: Honorable Mayor/Members of City Council

From: City Manager's Office

MANAGER'S REPORT – March 19, 2015

Submitted by: Matt Abbott, Environmental Project Manager
Jason Christensen, Water Business Resource Supervisor
Troy Dayley, Streets & Streetscape Supervisor

Overview

The LED Street Lights team (Matt Abbott, Jason Christensen, and Troy Daley) was awarded \$78,000 as a part of the Municipal Innovation Challenge for LED Street Lighting. These funds are to be used to acquire LED bulbs for the first phase of street light bulb upgrades. The \$78,000 award is currently in the Environmental Revolving Loan Fund.

Progress to Date

The LED Street Lights team has identified an initial LED installation. This first installation has allowed the team to assess fixtures, identify replacement bulbs, and scope potential Sensus integrations. Staff will be initially be focusing on the 120-140 bulbs on, and around, Swede Alley and on the trail between Marsac and Public Works (Spine Trail).

Staff has agreed on a universal outdoor lighting temperature of [2,700K](#).¹ This is a whiter colored light than high-pressure sodium bulbs that tend to be 2,200K. Staff has been able to identify custom manufactured LED streetlights at 2,700K and custom manufactured trail lights at 2,800K. Lower temperature colors are only possible with tint, which will void warranties and likely result in inconsistent outcomes.

The Streets & Streetscape Department has installed example street and trail lights (map attached). Street lights are 2,700K and trail lights are 2,800K. Example lights are the lowest color temperature (K) manufactured.

Moving Forward

Staff is asking Council Members and members of the community to visit the pilot lights and provide staff with any feedback regarding the lighting temperature or appearance of these bulbs. These lights typically cycle on at around 8:30 PM and turn off around 7:00 AM.

Staff will be returning to Council for a future work session focused on the costs, benefits, and potential implementation of a Sensus integrated LED Street Light solution. Council's direction as to lighting color will also be solicited during that work session.

¹ http://www.avsforum.com/photopost/data/2238772/d/de/ded785ae_led-color-temperature.jpeg





MANAGER'S REPORT – March 19, 2015

Submitted by: Phyllis McDonough Robinson

Subject: Community Engagement Report February – April 2015

This report highlights current, upcoming and recently completed community outreach and engagement activities.

Current

Visioning Check-In Survey: Following the Council retreat in February 2015 Community Affairs staff began an outreach effort through LetsTalkParkCity.com as well as a survey promoted through social media, email blasts to community and professional organizations, youth and local media to gauge community perspectives on the goals established during the 2009 VisionParkCity. To date we have received 194 survey responses. The survey will be featured on the City website and in the Community Newsletter beginning this week with a media push to promote the survey. The survey is open through Friday, April 3. Staff will also be on-site at public gathering places to provide hard copies of the survey. The dates and locations will be announced shortly. Council is warmly invited to join us, if schedules permit.

Let's Talk Park City.com

A link to LetsTalkParkCity.com was added to the front of the City's website. Currently there are three topics open on the site. Two topics are connected to the recent Council retreat.

1. Top 2 Council retreat topics: Affordable Housing and Transportation. What are your ideas/thoughts on these topics?
2. Which of these 2009 visioning ideals resonate with you and why? This question also connects them to the current survey checking in on the 2009 visioning session.

The third question is an open-ended question.

3. The Town of Park City Needs To.....

The top participative ideas to date are:

- Create frequent, affordable mass transit from Salt Lake City Airport
- Build community around Old Town and Main Street
- Enforce leash laws and poop pick up on trails
- Add a water feature to a local park

There is also a link on LetsTalkParkCity.com to the Visioning check-in survey.

Staff will return to Council in April with survey results and recommendations from these outreach efforts.

Upcoming

March 2015

Park City Projects Open House: The 2015 Park City Projects Open House will be held ***March 24 from 4p – 7p*** in the Park City High School Library. The City started this format last year as a way of getting the word out to the community about a range of projects that the city and other entities would be undertaking during the spring/summer construction season. It is designed as a one-stop shop where the public can attend one open house and learn about many projects. It also saves staff time from having multiple meetings with sparse attendance and money by combining project advertising.

We received great feedback last year from this format and are looking forward to a successful event again this year. We have a very broad range of projects and participants. City projects include Main Street Enhancements, McHenry Avenue, Quinns Water Line, WaterSmart, Library Transformation, Park Avenue Pathways, LED Street Lights, Bus-Stop-Play, and Lower Park Avenue projects. Park City Transit will be promoting their On the Go transit enhancements and Community Affairs will be promoting the visioning check-in survey and LetsTalkParkCity.com. We will also have representatives from UDOT to discuss the Marsac Avenue overlay planned for this summer, Comcast representatives to discuss trenching that will precede the overlay and Rocky Mountain Power to talk about the wiring and conductor upgrades on the current lines. Summit Community Power Works will be providing information about their initiatives and the Georgetown University Energy Prize. Ads began running on March 14 in the Park Record and on KPCW this week. The space works well to create small carve outs for projects and has tables and electricity on-site. There was some concern expressed last year about the difficulty finding the space and we will have additional signage.

Lower Park Avenue Outreach and Design Charrette: Staff is conducting interviews with key stakeholders including users of city buildings in Lower Park Avenue to understand how they function and their space needs, as well as Park City Community Foundation to learn more about the physical needs of nonprofits in Park City. This will be followed by a community-wide meeting which will more fully inform the Design Charrette which begins on Monday, May 11. Development concepts for the city-owned land and property in this area will be presented to Council and the community on Thursday, May 14. The charrette process will bring together local, regional and national knowledge to define concepts for redevelopment and adaptive reuse of existing properties to meet housing and community needs. The concepts most accepted by City Council and the community may move into formal design as early as Summer 2015

under a separate Request for Proposal. A Letter of Intent to participate in the design charrette is expected to be issued this week. Sustainability, Planning and Budget staff are collaborating on the program development and implementation. *Anticipated Time Frame: March – May 2015*

April 2015

Running for Public Office Workshop: One of the recommendations of the Blue Ribbon Commission on Mayor and Council Compensation was to hold a workshop on how to run for public office. The purpose of the workshop is to provide persons interested in running for public office or more generally getting involved with local government through boards and commissions with the information on how to participate. This year's workshop will be held on **April 22** and is being co-sponsored by the Park Record. We are still working on the details for this meeting and a follow-up session for candidates new to the campaign trail.

Community Forum on Growth and Development: Council will be discussing the format, content and timeline for this proposed forum at its March 19 meeting. Staff will move forward in designing and promoting this event pending Council approval. The forum contemplates a set of small group meetings in mid-late April with a facilitated community meeting in early May. *Anticipated Time Frame: April – May 2015*

Main Street Enhancements: We are about a month out of beginning our work on Main Street for 2015. Miller Paving (Jeff) will be the contractor; they have worked on this project the last 2 years. Work this year includes Questar replacing the main line and new meter, the City Hall Plaza, new storm drains, water meters, street lights, curb and sidewalk. Craig Sanchez will continue in his role as Community Engagement Liaison and be on Main Street daily during construction. *Anticipated Time Frame: April – July 2015*

May 2015

National Citizens Survey: The biennial National Citizens Survey will launch in mid-May. This will be our third time participating in this survey. This is a statistically-valid survey that provides the city with significant input on quality of city services, citizen attitudes and perceptions. The City's results are used as performance measures in our biennial plans. The City's responses are also benchmarked against other communities. Staff is evaluating the cost of posting the survey on-line following the close of statistically valid sample to allow others to participate. *Anticipated time frame: May – July 2015*

Library Grand Opening: The Library has engaged an event planner to develop the official grand re-opening and 'big reveal' of the Park City Library including a book

brigade. Community Affairs staff will work with Library Staff on the development and implementation of the communications plan to promote the events. *Anticipated time frame: May - June 2015*

Completed

We Love our Historic District. This event was hosted by the Planning Department on February 18. An open house format was used with a broad range of stations to solicit input on the current design guidelines, what we love (or what needed more love) in the historic district, provide information about doing work in the historic district including grants and loans available from the City and the Utah Heritage Foundation for owners of historic properties, meet the Historic Preservation board and learn about their preservation awards. More than 70 community members attended the open house. Comments received during the evening are being used by Planning Staff to enhance the city historic preservation program.

Mountain Accord: Mountain Accord held a public meeting on February 24 to provide information and answer questions about the proposed Blueprint for the Future. City staff and Councilmember Beerman worked closely with the Mountain Accord consultants to advertise the meeting and develop the format for the evening. Approximately 350 community members attended the meeting. The Executive Board has extended the public comment period and delayed the adoption of a final Blueprint for a few months in order to provide an opportunity for more dialogue and public input. At this time we do not have another community-wide meeting scheduled. Comments may be made at www.mountainaccord.com.



City Council Staff Report

Subject: Ice Rink Expansion
Author: Jason Glidden & Amanda Noel
Department: Sustainability & Ice
Date: March 12, 2015
Type of Item: Administrative

Summary Recommendations:

Staff is seeking Council's permission to move forward with the next steps, detailed by the Mountain Recreation Action plan, to issue an RFP for conceptual designs with an operational assessment for additional ice as well as to test the level of public support in using general obligation (GO) bonds to fund implementation of the prioritized facilities.

Topic/Description:

Ice Rink Expansion

Acronyms in this Report:

PCMC	Park City Municipal Corporation
GO Bond	General Obligation Bond
RFP	Request for Proposal
PCIA	Park City Ice Arena
CIP	Capital Improvement Project

Background:

Beginning in 2001, Park City Municipal Corporation (PCMC) and the Snyderville Basin Recreation District (Basin) worked cooperatively to develop an ice facility for the community. In 2004, an inter-local agreement designated ownership of the future facility to PCMC, all operating costs to be paid for by PCMC and included support from Basin of \$50k annually to be used for capital replacement and future expansion. The facility was built upon deed restricted land that was donated by the FJ Gillmor estate. The restrictions, found in Appendix A, limit the facility to hosting only recreational and educational activities. The doors opened on February 24, 2006, at which time PCMC had put forth \$3 million for the project along with \$2 million from Basin.

Initially, it was expected that the facility would provide ice programming nine months of the year and host a hosting dry-floor events during the other three months in order to generate additional revenue. However, after two years of operation due to high demand, the facility operated year round from 10:00 am to 10:00 pm (reducing to an 8 hour day during the off- season). Since the 2008-09 season, the facility has only closed for short periods of time to complete projects that cannot be undertaken while the facility is in operation.

In 2012 the facility further extended its hours of operations to 6:00 am to 11:00 pm to accommodate additional demand. Growth in participation continued and the facility was

able to provide additional programming as well as sell more ice to User Groups and private rentals, decreasing the annual subsidy (Appendix B). As the community saw need for additional recreation facilities of various types, two different studies were conducted; a recreational facility demand study and a community interest and opinion survey. The purpose of the two initiatives was to prioritize and confirm which recreation facilities were needed in the area, over the next four- five years, as part of the Mountain Recreation Master Plan. The results showed strong support for an Ice Arena, Indoor Aquatic Center and Multi-purpose fields (Appendix C). The Recreation Master Plan was [presented to Council on August 15, 2013](#) (page 15 on linked PDF).

In October of 2013, Ice Staff met with Council during a Study Session to communicate the successes and opportunities of the facility since 2006. Staff communicated the continued growth and increasing demand for additional ice. Ice Staff returned to Council on [July 10, 2014](#), and presented possible expansion options at a very high level during a work session. Of the various options presented that day, Council was not in favor of a minimalist expansion (the “rink in a box” concept) stating that it was not very “Park City”. Council was also not in support of considering an additional sheet of ice as part of a large event center. Council directed staff to return the more concrete numbers for the options in between these extremes.

In November 2014, Snyderville Basin residents passed a GO bond for Recreation and Open Space, which included 2.5 million dollars earmarked for additional ice. With the support available from Basin and the consistent demand for additional ice, staff is seeking Council’s permission to move forward with the next steps, detailed by the Mountain Recreation Action plan, to issue an RFP for conceptual designs with an operational assessment for additional ice as well as to test the level of public support in using general obligation (GO) bonds to fund implementation of the prioritized facilities.

Analysis:

Today, the PCIA at 94% capacity between the hours of 6:00 am and midnight. We host figure skating, hockey, speed skating, curling and sled hockey and are home to nine user groups, 64 adult hockey leagues (total teams per year), year round Skating and Hockey Academies, multiple camps and clinics, tournaments, special events, public programming. The facility has an economic impact from special events of approximately \$2.5 million per year. With the range of possible amenities and location of an additional ice sheet that would satisfy the community, the region or an Olympic bid, staff recommends that an outside party completes a feasibility study to obtain more concrete and accurate estimated building and operating costs for an expansion.

In an effort to gain more concrete numbers for expansion options, staff recommends pursuing a professional service contract with an architectural firm to develop conceptual plans to develop four expansion options. The proposal would include plans for the following four options:

1. an outdoor local/community rink,
2. an indoor local/community rink,
3. a regional rink, and

4. an Olympic venue rink.

Draft Scope of Service:

Provide the following information on Four options for expansion of a second sheet of ice:

COST: Provide estimated construction costs and annual operational & maintenance costs associated with each option. The estimate should include all necessary parking.

LOCATION: Provide recommendations for construction of second sheet at two different sites. The first location being the current Ice Arena site, and the second being City-owned property within the Quinns Junction area. Each location should include list of pros and cons associated with each site.

AMENITIES: Provide a list of possible amenities associated with each option. This could include; number of permanent seating, flexible use space, food & beverage service, storage, off ice training space, office/operational space.

FUNDING OPTIONS: Provide a list of possible funding options that are available for the construction of the facility. The list should include variety of public & private funding options along with the process and timeline for obtaining each funding option.

Funding:

Staff has worked to secure funding for this project from two sources. The first is the Ice Arena Capital Improvement Plan. In 2007, as part of the interlocal agreement between Basin and PCMC, a fund was created for rink expansion. In 2012, allocation of funding from Basin was redistributed fully toward capital repair and maintenance. At the time of redistribution, the fund associated with rink expansion had a balance of \$25,000. Those funds were also transferred into the ice capital improvement fund for repair and maintenance. In 2012, \$15,000 of the transferred fund was used to fund the Recreation Demand Study. Staff would recommend using the remaining funds (\$10,000) for this professional service. In addition, the Utah Athletic Foundation has pledged \$10,000 to help fund the conceptual drawings, if one of the concept drawing options includes a facility that could house an Olympic ice sheet. If the Olympic facility is not one of the options in the conceptual design process than the Utah Athletic Foundation would not provide the \$10,000. Any additional funding for this project would come from the Ice Arena CIP fund, which has a fund balance of \$35,000. Staff estimates the total budget for this project would not exceed \$30,000.

Department Review:

This report has been reviewed by members of the Sustainability, Ice, Recreation, Budget, Legal and Executive Departments

Alternatives:

A. Approve:

Council would approve staff's recommendation and move forward on conceptual design work to be done on a possible second sheet of ice

B. Deny:

Council could choose not to move forward with staff's recommendations

C. Modify:

Council could choose to modify staff's recommendation

D. Continue the Item:

Council could continue the item

E. Do Nothing:

Same as continuance

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Accessible and world-class recreational facilities, parks and programs + Balance between tourism and local quality of life + Well-utilized regional public transit + Varied and extensive event offerings	- Abundant preserved and publicly-accessible open space	+ Cluster development while preserving open space + Community gathering spaces and places + Entire population utilizes community amenities	~ Well-maintained assets and infrastructure ~ Fiscally and legally sound
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Negative 	Positive 	Neutral 
Comments:				

Funding Source:

Funding for this request would come from Ice Arena CIP Fund and funding from the Utah Athletic Foundation

Consequences of not taking the recommended action:

Staff would be without direction on next steps on possible expansion of a second sheet of ice.

Recommendation:

Staff is seeking Council's permission to move forward with the next steps, detailed by the Mountain Recreation Action plan, to issue an RFP for conceptual designs with an operational assessment for additional ice as well as to test the level of public support in using general obligation (GO) bonds to fund implementation of the prioritized facilities.

Appendix A:

Deed Restrictions (Attach PDF)

Appendix B:

Summary of cost recovery and subsidy from 2007- 2014.

Fiscal Year	Revenue	Expense	Cost Recovery	Subsidy
2007	\$406K	\$632	65%	\$224K
2008	\$404K	\$765K	53%	\$361K
2009	\$457K	\$809K	56%	\$352K
2010	\$449K	\$690K	65%	\$240K
2011	\$575K	\$779K	74%	\$203K
2012	\$669K	\$826K	81%	\$157K
2013	\$635K	\$849K	75%	\$213K
2014	\$868K	\$786K	90%	\$83K

Growth in participation and hours of ice scheduled.

Ice Use	2006	2007	2008	2009	2010	2011	2012	2013	2014

Total Hours Scheduled/ Total Available Hours	1071/ 3000	3280/ 3360	3754/ 4812	4552/ 5619	4727/ 6158	5351/ 5880	5927/ 6153	5969/ 6153	6259/6534
Percentage of Total Available Hours Used	36%	97%	78%	81%	80%	91%	91%	97%	96%
Total Participant Hours (Only Arena Run Programs)	N/A	N/A	N/A	6490	16,000	17,500	18,900	20,400	22,300

Appendix C

Attach in the PDF- Weighted 3 document from the Mountain Recreation Action Plan

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7-88
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1997 JUL 17 08:41 AM FEE \$1.00 BY DMG
REQUEST: PARK CITY MUNICIPAL CORP

WHEN RECORDED PLEASE RETURN TO:

Office of City Manager
Park City Municipal Corporation
P.O. Box 1480
445 Marsac Avenue
Park City, Utah 84060-1480

Fee Exempt per Utah Code
Annotated 1953 21-7-2

00482782 Bk01060 Pg00764-00771
7-88
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1997 JUL 17 08:41 AM FEE \$1.00 BY DMG
REQUEST: PARK CITY MUNICIPAL CORP

SPECIAL WARRANTY DEED
(Containing a Possibility of Reverter)

Florence J. Gillmor, a single woman, Grantor, of Salt Lake City, Salt Lake County, State of Utah, hereby conveys and warrants, against all claiming by, through or under her, to Park City Municipal Corporation, of P.O. Box 1480, 445 Marsac Avenue, Park City, Utah 84060-1480, Grantee, the following described tract of land (herein referred to as "Parcel A") located in Summit County, State of Utah, awarded to Grantor in that certain Judgment and Decree of Partition in Civil No. 223998, in the Third District Court of the Third Judicial District in and for Salt Lake County, dated February 14, 1981, and recorded with Entry No. 3837774, in Book 5487, beginning on page 125 and continuing through 166 in the office of the Salt Lake County Recorder:

That certain tract of land more particularly described in Exhibit "A" attached hereto and incorporated by this reference;

EXCEPTING THEREFROM all water, water rights or water stock, if any, relating to Parcel A;

SUBJECT TO AND TOGETHER WITH all easements, restrictions, rights of way and other matters of record or enforceable at law;

TO HAVE AND TO HOLD the above-described Parcel A herein granted unto Grantee, its successors and assigns, for as long as Parcel A and Parcel B (as hereinafter defined) are both used for one or more of the following uses (all of which uses shall be referred to herein as the "Acceptable Uses"):

Recreation. To provide for limited recreational uses for the public, such as walking, biking, cross country skiing, horseback riding and other such activities as are consistent with the preservation and protection in perpetuity of the natural open space and conservation values (collectively the "Natural Values") of Parcel A; provided however, no portion of Parcel A shall be used for: (i) golfing; (ii) hunting, trapping, fishing or other taking of animal life, except in accordance with generally accepted conservation practices to control disease or conduct herd management; (iii) igniting or maintaining open fires; or (iv) camping, lodging, housing or other overnight use or occupation (except

that overnight camping in tents or open-air, but not in motor homes or other structures or vehicles, shall be allowed); and/or

Agriculture. To continue the existing agricultural uses in accordance with sound, generally accepted agricultural practices; and/or

Public Access. To design, develop, construct, maintain, renovate, expand or replace rights-of-way, easements, and pathways for walking, biking, cross-country skiing and horseback riding on, across or through Parcel A; provided however, except for parking (i) incidental to the acceptable uses described in this deed, or (ii) in connection with the 2002 Winter Olympics, no portion of Parcel A shall be used as a parking area or by automobiles, trucks, vans, all-terrain vehicles, snowmobiles, motorcycles or other motor vehicles and motorized transportation equipment, except (a) as necessary to control, prevent or mitigate hazards, fire or significant injury to Parcel A, (b) as incidental to acceptable uses described herein, including without limitation maintenance required of the acceptable uses described herein, or (c) as expressly allowed elsewhere in this deed. Any violation of the foregoing use restrictions that is a result of the unauthorized use of Parcel A by third parties shall not be grounds for alleging a breach by Grantee of the provisions of this deed, provided Grantee makes reasonable efforts to prevent and prohibit any such unauthorized use; and/or

Education. To promote and provide education to the public, and various educational groups or other segments of the public, especially in the areas of nature and science, and to promote and provide for scenic enjoyment, gathering and special community events and activities for the public or various segments of the public, including in connection with and incidental to the foregoing the right to construct physical facilities, buildings and improvements and related roads and parking lots; provided, however, that the foregoing shall not allow for the construction or building of a facility or building that is or would generally be considered a school house or school building, whether for a public or private school, for the conducting and carrying on of a regular or typical, full time school program, such as an elementary school, as opposed to a science center or other type of educational facility that is used by many different schools or educational bodies incidental or supplemental to their full school or educational programs based or located elsewhere, and not as their primary residence; and/or

Resource Protection. To preserve and protect in perpetuity the Natural Values of Parcel A, including without limitation the re-vegetation and restoration of Parcel A with the planting and cultivating of plants and trees native or otherwise suited to the property; and/or

00432782 8x01060 P600765

Limited Additional Recreational Uses. To construct, develop, operate and maintain activities and facilities open or available to the public, or segments

thereof, that would generally be considered recreational or athletic, including by way of illustration and not limitation, ice skating rinks and sheets, swimming pools, baseball, softball, football and soccer fields, parks, playgrounds, and similar uses (but not including amusement parks, carnivals and similar recreational activities involving significant development, machinery and mechanical devices), and buildings, structures, recreation centers, utilities, concession stands, incidental shops or stores carrying primarily articles related to such activities, parking lots, restroom facilities, and other improvements incidental to or required or typically found in connection with such recreational or athletic activities; provided, however, that all of the rights and uses granted in this section entitled "Limited Additional Recreational Uses" shall only pertain to and shall only be allowed on the following real property (which property is not a part of Parcel A):

- NW ¼ NW ¼ of Section 2, Township 2 South, Range 4 East
- NE ¼ NE ¼ of Section 3, Township 2 South, Range 4 East
- That portion of the NE ¼ NW ¼ of Section 2, Township 2 South, Range 4 East, lying west of State Highway 248; and/or

Caretaker Facility. To construct, develop and maintain on the Property one house, building or other facility, not to exceed 3,000 square feet in size, for use only as a caretaker and maintenance facility in which (i) a caretaker or caretakers may live for the purpose of providing maintenance, security and other services incidental to the protection, management, maintenance and preservation of the Property, and (ii) storage, maintenance and other upkeep functions related to the Property may be conducted or carried on.

Except as specifically and expressly allowed by the foregoing provisions, the following are specifically stated and declared to not be acceptable uses of or on Parcel A:

- a. the legal or de facto subdivision of Parcel A for any purpose; provided however, that (i) the lease of all or a portion of Parcel A for an Acceptable Use, or (ii) the transfer of all or a portion of Parcel A to any dependent entity of Grantee, shall not be deemed a violation of this paragraph a;
- b. the granting or conveying of easements or rights-of-way over, across or through Parcel A to adjacent parcels;
- c. any industrial or commercial use of or activity on Parcel A;
- d. the placement or construction of any residential or commercial buildings, structures, or other improvements other than those incidental to the acceptable uses described above;

e. the dumping or other disposal of wastes, refuse, and debris;

f. the placement of any signs or billboards on Parcel A, except that signs, whose placement, number, and design do not significantly diminish the open space character of Parcel A may be displayed to state the name and address of Parcel A, to give directions or other information in connection with walkways, bike paths or other paths or thoroughfares on Parcel A, to advise a permitted on-site activity, and to post Parcel A to control unauthorized entry or use;

g. the exploration for, or development, excavation, extraction or removal of, minerals, hydrocarbons, sand, gravel or rock, by any method;

h. any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters; and

i. the above-ground installation of new utility systems or the above-ground extensions of existing utility systems, including, without limitation, water, sewer, power, fuel, and communication lines and related facilities.

Pursuant to that certain Special Warranty Deed dated December 1, 1996, Grantor conveyed to Grantee a parcel of land (herein "Parcel A") contiguous to Parcel B and referred to therein as Parcel A, which conveyance of Parcel A from Grantor to Grantee was made subject to the identical Acceptable Uses defined in this deed. (Parcel B and Parcel A are referred to herein collectively as the "Property.")

In the event the Property, or any portion thereof, shall cease being used for the Acceptable Uses, or any one or more of the same, for whatever reason or reasons whatsoever, including without limitation by reason of condemnation by Grantee or any dependent entity of Grantee, for a period of six months after Grantor gives written notice to Grantee of a "Final Determination of Nonacceptable Use," as hereinafter defined, then and in such event all of Parcel A shall automatically revert to Grantor, her successors and assigns; provided however, that neither a forbearance by Grantor to notify Grantee of a failure to use the Property for Acceptable Uses nor a failure by Grantor to give Grantee a notice of a Final Determination of Nonacceptable Use, shall be deemed or construed to be a waiver by Grantor of any of Grantor's rights under this deed. Grantor intends by the language previously set forth in this deed to create a fee simple determinable in Grantee, with Grantor retaining a possibility of reverter, so that fee simple title to Parcel A will be held and owned by Grantee, its successors and assigns, for as long as the Property, and each and every portion thereof, is used for the Acceptable Uses, or any one or more of the same, but in the event the Property or any portion or part thereof ceases being used for the Acceptable Uses, or any one or more of the same, for a period of six months after Grantor

gives Grantee notice of a Final Determination of Nonacceptable Use, it is intended by Grantor that all right, title and interest of Grantee, its successors and assigns, be automatically forfeited and that Parcel A immediately revert to and vest in Grantor, her successors and assigns, without any further action being required by Grantor, her successors and assigns. Further, it is intended by the preceding language that such automatic reverter will occur (after the required notice of a Final Determination of Nonacceptable Use) as to all of Parcel A if any portion or part of the Property is not used for one or more of the Acceptable Uses, regardless of the fact that the remaining portions of the Property are being used for Acceptable Uses.

A "Final Determination of Nonacceptable Use" shall be arrived at and determined in the following manner. At such time as Grantor, her successors and assigns, determines that any portion of the Property is not being used for an Acceptable Use, Grantor shall give notice of such event to Grantee ("Grantor's First Notice"). Within 60 days of actual receipt of Grantor's First Notice, Grantee shall give a written response ("Grantee's Response") to Grantor indicating either (a) that Grantee agrees with Grantor that an Acceptable Use is not occurring on a portion of the Property and that Grantee will cure such violation, or (b) that Grantee disagrees with Grantor's assertion that the use is not an Acceptable Use and the reasons why Grantee deems the use to be an Acceptable Use. In the event Grantee's Response acknowledges that a non-Acceptable Use is occurring, or in the event Grantee does not respond within 60 days of receipt of Grantor's First Notice, then for purposes of this deed a Final Determination of Nonacceptable Use shall be deemed to have been made on the date that is 60 days after receipt by Grantee of Grantor's First Notice. In the event Grantee gives Grantee's Response within the 60 day period allowed for such and asserts that the contested use is an Acceptable Use, then within 60 days after receipt of Grantee's Response Grantor shall either (y) accept the contested use as an Acceptable Use, or (z) give written notice to Grantee ("Grantor's Second Notice") that notwithstanding Grantee's assertion to the contrary, Grantor continues to consider the contested use as not being an Acceptable Use. Grantee shall, within 60 days after receipt of Grantor's Second Notice, either:

(i) respond to Grantor in writing that it agrees that the use is not an Acceptable Use and that it intends to remedy the same. If Grantee proceeds in this manner, or if Grantee fails to act within the 60 days allowed, then the date that is 60 days after receipt of Grantor's Second Notice shall be deemed to be the date on which a Final Determination of Nonacceptable Use has been made; or

(ii) commence litigation in the Third Judicial District Court for Summit County or other appropriate successor court seeking a judicial determination of whether or not an Acceptable Use under the terms of this deed is occurring on all of the Property. Grantee shall have the burden in any such litigation of proving that any contested use on the Property is an Acceptable Use. The date on which a final judgment is entered by the court, after all appeal rights have been exhausted, stating that a contested use is not an Acceptable Use, shall be the date of a Final Determination of Nonacceptable Use for purposes of this deed.

Grantee, as provided earlier in this deed, is taking ownership of Parcel A subject to all existing easements, restrictions, rights of way and other matters of record or enforceable at law. Grantor acknowledges and agrees that any use of the Property that is not an Authorized Use but which use arises from prescriptive or other rights existing or arising, or based on facts existing or arising, prior to the date of this deed, and not having their basis or origin in acts or authorizations of Grantee, its successors and assigns, occurring or arising after the date of this deed, shall not give rise to the right of reverter described in this deed notwithstanding the fact that the resulting use may be a use that is not an Authorized Use hereunder; provided that Grantee makes reasonable efforts to contest, stop and terminate any such asserted right that is not an Authorized Use if a reasonable legal basis exists for so contesting the asserted or claimed right.

Grantor or Grantor's agents may enter upon Parcel A at reasonable times in order to monitor and confirm Grantee's compliance with the covenants and restrictions in this deed, provided that Grantor shall not unreasonably interfere with Grantee's use of Parcel A, and the public's use and quiet enjoyment of Parcel A. Nothing in this deed shall be construed to entitle Grantor to bring any action against Grantee for any injury to or change in Parcel A, or for violation or breach of the covenants and restrictions in this deed resulting from acts of God, including without limitation but by way of example, fire, flood, storm and earth movement, or from any prudent action taken by Grantee under emergency conditions to prevent, abate or mitigate significant injury to Parcel A resulting from such acts of God.

All of the rights and interests in Parcel A reserved by Grantor in this deed, including without limitation the possibility of reverter, shall be freely assignable by Grantor and any such assignee shall, after any such assignment, have all of the rights and interests assigned as if such assignee were the original grantor hereunder.

WITNESS the hand of Grantor this 5th day of January, 1997.

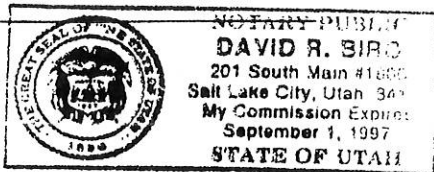
Florence J. Gillmor
FLORENCE J. GILLMOR

STATE OF UTAH)
COUNTY OF Salt Lake) : ss.

The foregoing instrument was acknowledged before me this 5th day of January, 1997 by Florence J. Gillmor.

David R. Bird
Notary Public
Residing at: Sandy Utah

My Commission Expires:



00476111 Ek01037 Pg001E9

00482782 Ek01060 Pg00770

EXHIBIT "A"

Parcel A

Beginning at a point on the south line of section 28, T1S, R4E, SLB&M 1023.00 feet east of the southwest corner of said section 28, thence north 2083.86 feet, thence east 4257.00 feet more or less to the east line of said section 28, thence south along the section line 2083.86 feet more or less to the southeast corner of said section 28, thence west along the section line 4257.00 feet more or less to point of beginning. Also the north 265 feet of the northwest quarter of the southwest quarter, and the west half of the northwest quarter, and the west 980 feet of the northeast quarter of the northwest quarter, of section 34, T1S, R4E, SLB&M;

Contains 294 acres more or less.

00482782 BK01060 Pg00771

FACILITY	BASE PRIORITIES (SBSRD) - WEIGHTED (SURVEY DOUBLED) AND SORTED BY SCORE																			
	EVALUATION CRITERIA																			
	Seasons served	Potential partnering/co-location opportunity	Potential partnering/funding opportunity	Potential partnering/private entities	Demand Study Results	Survey Results	Multiple uses - local/recreational	Multiple uses - national/international/elite	Land availability - city/basin/school district owned	Improvements/expansion planned/committed	Potential economic benefit	Enhances tourism	Available elsewhere in the region	Funding ability	Operations and maintenance requirements	Flexibility	Cost	TOTAL SCORE	Total Needs Now (2011 Demand Study)	Notes from Demand Study
Ice Rink - Indoor	3	3	3	2	3	6	3	3	3	2	3	2	0	1	0	2	1	40	2	Doesn't specify indoor or outdoor
Aquatic Center - Indoor General UseTraining	3	3	3	0	3	6	3	3	3	2	3	2	0	1	0	2	1	38	2	
Multi-Purpose Fields - Indoor	3	2	2	2	3	2	3	3	3	2	3	2	0	1	1	3	1	36	2	
Fitness facilities - Cardio, Weights, Group Fitness, Track, etc.)	3	2	2	0	3	6	3	2	3	3	1	1	0	2	0	3	1	35	4	2 fitness/exercise facilities, 2 jogging tracks indoor
Trails - Mountain Biking/Hiking/Winter Recreation	3	1	1	0	1	1	3	3	3	3	3	3	0	3	2	2	3	35	n/a	Not analyzed
Multi-Purpose Fields - Outdoor	2	2	2	0	3	2	3	2	3	2	3	2	0	2	1	3	2	34	25	20 soccer (full-size)/lacrosse, 4 soccer (U10), 1 soccer (U8)
Aquatic Center - Outdoor General use	0	3	3	1	1	6	3	3	3	1	3	2	0	1	0	2	1	33	2	
Courts/Gymnasium) - Indoor	3	2	2	1	3	0	3	2	3	2	2	1	0	2	1	3	2	32	6	Basketball and volleyball
Trails and Trailheads - Soft Urban	3	1	1	1	1	0	3	2	3	3	2	2	0	3	2	2	3	32	n/a	Not analyzed
Soft Trails to Hard Surface	3	1	1	3	2	2	2	1	3	3	1	1	0	3	2	1	3	32	n/a	Not analyzed
Golf Course - with Winter Nordic Use	3	3	3	2	1	6	3	1	1	0	3	3	0	1	0	1	0	31	2	
Golf Training Center	2	3	3	2	2	4	1	0	2	0	2	2	3	0	0	2	1	29	n/a	Not specified
Dog Park/Off-Leash Areas	3	1	1	0	2	6	0	0	3	3	0	1	0	3	3	0	3	29	2	Only mentions Dog Park, not off-leash areas
Tennis Courts - Indoor	3	2	2	0	3	0	1	1	3	2	2	2	0	2	1	2	2	28	9	
Equestrian Facilities - Multi-Use	2	3	3	2	2	0	1	1	2	0	2	2	3	1	0	2	1	27	n/a	Not specified
Trails and Trailheads - Hard Surface	3	1	1	0	2	0	2	0	3	3	0	1	0	3	2	1	3	25	n/a	Not analyzed
Tennis Courts - Outdoor	2	1	1	0	2	2	2	0	3	2	1	1	0	3	1	0	3	24	13	
Pickleball - Outdoor	2	1	1	2	0	0	0	1	2	0	1	1	3	3	2	0	3	22	n/a	Not analyzed
Climbing Wall/Area - Indoor	3	1	1	1	2	2	0	0	2	1	1	1	2	2	0	0	1	20	4	
Playgrounds - Indoor	3	1	1	0	2	4	1	0	3	1	0	0	0	2	0	0	2	20	n/a	Not analyzed
Bike Park - Outdoor	2	1	1	0	0	0	0	0	3	2	2	2	0	3	1	0	3	20	2	
Pavilions	2	1	1	0	2	0	1	0	3	1	0	0	0	3	1	1	3	19	17	
Playgrounds - Outdoor	2	1	1	0	2	2	1	0	3	1	0	0	0	2	1	0	3	19	10	Doesn't specify indoor or outdoor

	Softball/Baseball Fields - Outdoor	2	2	2	0	2	0	0	0	3	1	1	1	0	1	1	0	2	18	9	8 softball 1 baseball
	Basketball Courts - Outdoor	2	1	1	0	3	0	0	0	3	1	0	0	0	2	1	0	3	17	5	
	Skate Park - Outdoor	2	1	1	0	0	0	1	1	3	1	1	1	0	2	1	0	2	17	2	Doesn't specify indoor or outdoor
	Squash or Racquetball Courts - Indoor	3	1	1	0	0	0	1	0	3	0	0	0	3	2	1	0	2	17	n/a	Not analyzed
	Volleyball - Outdoor/Sand	2	1	1	0	1	0	1	0	2	0	1	1	1	1	1	0	3	16	8	
	Paddleball - Outdoor	2	0	0	0	0	0	1	0	3	0	0	0	3	3	1	0	3	16	n/a	Not analyzed
	Skate Park - Indoor	3	1	1	0	0	0	1	0	1	0	1	1	3	1	0	0	2	15	2	Doesn't specify indoor or outdoor
	Ice Rink - Outdoor	0	1	1	1	0	0	1	0	3	1	1	1	0	1	1	0	2	14	2	Doesn't specify indoor or outdoor
	Bike Park - Finish Trailside Bike Park																				
Others identified by Steering Committee or by Public during input sessions	Centralized Sports Complex at Quinn's/Richardson Flats																				
	Full Service Fitness/Rec Center																				
	Indoor Multi-Use Space/Special Events Center																				
	Kite board area																				
	Outdoor Exercise Facilities (Vita Course)																				
	Outdoor Shooting Facility (Trap, Skeet, and Possibly Rifle)																				
	Platform Tennis - Indoor																				
	Skating Treadmill																				
	Solar Wave - Indoor																				
	Special event/community multi-use support facility																				
	Velodrome (Indoor Cycling Track)																				
	Voice control designated trail areas (dogs on trails)																				
	Women Only Fitness areas																				

Here are the latest iterations of the matrix and the revised criteria based on our last committee meeting. Please note that we eliminated the criteria 'available privately.' The facility quantities recommended in the Demand Study have been relocated to the end of the matrix to help with clarity. We decided to have the 'Demand Study Results' as it's own criteria and the 'Survey Results' as a separate criteria as well, so that it's easier to accomplish the weighting of the survey a little more as was requested in the last committee meeting. There are a few different versions. The base version, which is just the previous matrix with the above changes; a version with the survey results weighted by 2; and a third version with the survey results weighted 2 using a point system of 0, 3, 6, and 9 for scores instead of the 0, 1, 2, and 3. The attached criteria have been updated to explain our reasoning behind the scoring for each of the evaluation criteria.

BASE PRIORITIES (PCMC) - WEIGHTED (SURVEY DOUBLED) AND SORTED BY SCORE																				
FACILITY	EVALUATION CRITERIA																			
	Seasons served	Potential partnering/co-location opportunity	Potential partnering/funding opportunity	Potential partnering/private entities	Demand Study Results	Survey Results	Multiple uses - local/recreational	Multiple uses - national/international/elite	Land availability - city/basin/school district owned	Improvements/expansion planned/committed	Potential economic benefit	Enhances tourism	Available elsewhere in the region	Funding ability	Operations and maintenance requirements	Flexibility	Cost	TOTAL SCORE	Total Needs Now (2011 Demand Study)	Notes from Demand Study
Ice Rink - Indoor	3	3	3	2	3	4	3	3	3	2	3	2	0	1	0	2	1	38	2	Doesn't specify indoor or outdoor
Aquatic Center - Indoor General UseTraining	3	3	3	0	3	6	3	3	3	2	3	2	0	1	0	2	1	38	2	
Multi-Purpose Fields - Indoor	3	2	2	2	3	2	3	3	3	2	3	2	0	1	1	3	1	36	2	
Fitness facilities - Cardio, Weights, Group Fitness, Track, etc.)	3	2	2	0	3	6	3	2	3	3	1	1	0	2	0	3	1	35	4	2 fitness/exercise facilities, 2 jogging tracks indoor
Trails - Mountain Biking/Hiking/Winter Recreation	3	1	1	0	1	1	3	3	3	3	3	3	0	3	2	2	3	35	n/a	Not analyzed
Multi-Purpose Fields - Outdoor	2	2	2	0	3	2	3	2	3	2	3	2	0	2	1	3	2	34	25	20 soccer (full-size)/lacrosse, 4 soccer (U10), 1 soccer (U8)
Aquatic Center - Outdoor General use	0	3	3	1	1	6	3	3	3	1	3	2	0	1	0	2	1	33	2	
Courts/Gymnasium) - Indoor	3	2	2	1	3	0	3	2	3	2	2	1	0	2	1	3	2	32	6	Basketball and volleyball
Trails and Trailheads - Soft Urban	3	1	1	1	1	0	3	2	3	3	2	2	0	3	2	2	3	32	n/a	Not analyzed
Soft Trails to Hard Surface	3	1	1	3	2	2	2	1	3	3	1	1	0	3	2	1	3	32	n/a	Not analyzed
Golf Training Center	2	3	3	2	2	6	1	0	2	0	2	2	3	0	0	2	1	31	n/a	Not specified
Golf Course - with Winter Nordic Use	3	3	3	2	1	6	3	1	1	0	3	3	0	1	0	1	0	31	2	
Tennis Courts - Indoor	3	2	2	0	3	2	1	1	3	2	2	2	0	2	1	2	2	30	9	
Dog Park/Off-Leash Areas	3	1	1	0	2	6	0	0	3	3	0	1	0	3	3	0	3	29	2	Only mentions Dog Park, not off-leash areas
Equestrian Facilities - Multi-Use	2	3	3	2	2	0	1	1	2	0	2	2	3	1	0	2	1	27	n/a	Not specified
Trails and Trailheads - Hard Surface	3	1	1	0	2	0	2	0	3	3	0	1	0	3	2	1	3	25	n/a	Not analyzed
Pickleball - Outdoor	2	1	1	2	0	2	0	1	2	0	1	1	3	3	2	0	3	24	n/a	Not analyzed
Climbing Wall/Area - Indoor	3	1	1	1	2	4	0	0	2	1	1	1	2	2	0	0	1	22	4	
Tennis Courts - Outdoor	2	1	1	0	2	0	2	0	3	2	1	1	0	3	1	0	3	22	13	
Squash or Racquetball Courts - Indoor	3	1	1	0	0	4	1	0	3	0	0	0	3	2	1	0	2	21	n/a	Not analyzed
Bike Park - Outdoor	2	1	1	0	0	0	0	0	3	2	2	2	0	3	1	0	3	20	2	
Pavilions	2	1	1	0	2	0	1	0	3	1	0	0	0	3	1	1	3	19	17	
Playgrounds - Outdoor	2	1	1	0	2	2	1	0	3	1	0	0	0	2	1	0	3	19	10	Doesn't specify indoor or outdoor

	Softball/Baseball Fields - Outdoor	2	2	2	0	2	0	0	0	3	1	1	1	0	1	1	0	2	18	9	8 softball 1 baseball
	Ice Rink - Outdoor	0	1	1	1	0	4	1	0	3	1	1	1	0	1	1	0	2	18	2	Doesn't specify indoor or outdoor
	Basketball Courts - Outdoor	2	1	1	0	3	0	0	0	3	1	0	0	0	2	1	0	3	17	5	
	Skate Park - Outdoor	2	1	1	0	0	0	1	1	3	1	1	1	0	2	1	0	2	17	2	Doesn't specify indoor or outdoor
	Volleyball - Outdoor/Sand	2	1	1	0	1	0	1	0	2	0	1	1	1	1	1	0	3	16	8	
	Playgrounds - Indoor	3	1	1	0	2	0	1	0	3	1	0	0	0	2	0	0	2	16	n/a	Not analyzed
	Paddleball - Outdoor	2	0	0	0	0	0	1	0	3	0	0	0	3	3	1	0	3	16	n/a	Not analyzed
	Skate Park - Indoor	3	1	1	0	0	0	1	0	1	0	1	1	3	1	0	0	2	15	2	Doesn't specify indoor or outdoor
	Bike Park - Finish Trailside Bike Park																				
Others identified by Steering Committee or by Public during input sessions	Centralized Sports Complex at Quinn's/Richardson Flats																				
	Full Service Fitness/Rec Center																				
	Indoor Multi-Use Space/Special Events Center																				
	Kite board area																				
	Outdoor Exercise Facilities (Vita Course)																				
	Outdoor Shooting Facility (Trap, Skeet, and Possibly Rifle)																				
	Platform Tennis - Indoor																				
	Skating Treadmill																				
	Solar Wave - Indoor																				
	Special event/community multi-use support facility																				
	Velodrome (Indoor Cycling Track)																				
	Voice control designated trail areas (dogs on trails)																				
	Women Only Fitness areas																				

Here are the latest iterations of the matrix and the revised criteria based on our last committee meeting. Please note that we eliminated the criteria 'available privately.' The

FACILITY	BASE PRIORITIES (COMBINED) - WEIGHTED (SURVEY DOUBLED) AND SORTED BY SCORE																			
	EVALUATION CRITERIA																			
	Seasons served	Potential partnering/co-location opportunity	Potential partnering/funding opportunity	Potential partnering/private entities	Demand Study Results	Survey Results	Multiple uses - local/recreational	Multiple uses - national/international/elite	Land availability - city/basin/school district owned	Improvements/expansion planned/committed	Potential economic benefit	Enhances tourism	Available elsewhere in the region	Funding ability	Operations and maintenance requirements	Flexibility	Cost	TOTAL SCORE	Total Needs Now (2011 Demand Study)	Notes from Demand Study
Ice Rink - Indoor	3	3	3	2	3	6	3	3	3	2	3	2	0	1	0	2	1	40	2	Doesn't specify indoor or outdoor
Aquatic Center - Indoor General UseTraining	3	3	3	0	3	6	3	3	3	2	3	2	0	1	0	2	1	38	2	
Multi-Purpose Fields - Indoor	3	2	2	2	3	2	3	3	3	2	3	2	0	1	1	3	1	36	2	
Fitness facilities - Cardio, Weights, Group Fitness, Track, etc.)	3	2	2	0	3	6	3	2	3	3	1	1	0	2	0	3	1	35	4	2 fitness/exercise facilities, 2 jogging tracks indoor
Trails - Mountain Biking/Hiking/Winter Recreation	3	1	1	0	1	1	3	3	3	3	3	3	0	3	2	2	3	35	n/a	Not analyzed
Multi-Purpose Fields - Outdoor	2	2	2	0	3	2	3	2	3	2	3	2	0	2	1	3	2	34	25	20 soccer (full-size)/lacrosse, 4 soccer (U10), 1 soccer (U8)
Aquatic Center - Outdoor General use	0	3	3	1	1	6	3	3	3	1	3	2	0	1	0	2	1	33	2	
Courts/Gymnasium) - Indoor	3	2	2	1	3	0	3	2	3	2	2	1	0	2	1	3	2	32	6	Basketball and volleyball
Trails and Trailheads - Soft Urban	3	1	1	1	1	0	3	2	3	3	2	2	0	3	2	2	3	32	n/a	Not analyzed
Soft Trails to Hard Surface	3	1	1	3	2	2	2	1	3	3	1	1	0	3	2	1	3	32	n/a	Not analyzed
Golf Course - with Winter Nordic Use	3	3	3	2	1	6	3	1	1	0	3	3	0	1	0	1	0	31	2	
Golf Training Center	2	3	3	2	2	4	1	0	2	0	2	2	3	0	0	2	1	29	n/a	Not specified
Dog Park/Off-Leash Areas	3	1	1	0	2	6	0	0	3	3	0	1	0	3	3	0	3	29	2	Only mentions Dog Park, not off-leash areas
Tennis Courts - Indoor	3	2	2	0	3	0	1	1	3	2	2	2	0	2	1	2	2	28	9	
Equestrian Facilities - Multi-Use	2	3	3	2	2	0	1	1	2	0	2	2	3	1	0	2	1	27	n/a	Not specified
Trails and Trailheads - Hard Surface	3	1	1	0	2	0	2	0	3	3	0	1	0	3	2	1	3	25	n/a	Not analyzed
Tennis Courts - Outdoor	2	1	1	0	2	2	2	0	3	2	1	1	0	3	1	0	3	24	13	
Pickleball - Outdoor	2	1	1	2	0	0	0	1	2	0	1	1	3	3	2	0	3	22	n/a	Not analyzed
Climbing Wall/Area - Indoor	3	1	1	1	2	2	0	0	2	1	1	1	2	2	0	0	1	20	4	
Playgrounds - Indoor	3	1	1	0	2	4	1	0	3	1	0	0	0	2	0	0	2	20	n/a	Not analyzed
Bike Park - Outdoor	2	1	1	0	0	0	0	0	3	2	2	2	0	3	1	0	3	20	2	
Pavilions	2	1	1	0	2	0	1	0	3	1	0	0	0	3	1	1	3	19	17	
Playgrounds - Outdoor	2	1	1	0	2	2	1	0	3	1	0	0	0	2	1	0	3	19	10	Doesn't specify indoor or outdoor

	Softball/Baseball Fields - Outdoor	2	2	2	0	2	0	0	0	3	1	1	1	0	1	1	0	2	18	9	8 softball 1 baseball
	Basketball Courts - Outdoor	2	1	1	0	3	0	0	0	3	1	0	0	0	2	1	0	3	17	5	
	Skate Park - Outdoor	2	1	1	0	0	0	1	1	3	1	1	1	0	2	1	0	2	17	2	Doesn't specify indoor or outdoor
	Squash or Racquetball Courts - Indoor	3	1	1	0	0	0	1	0	3	0	0	0	3	2	1	0	2	17	n/a	Not analyzed
	Volleyball - Outdoor/Sand	2	1	1	0	1	0	1	0	2	0	1	1	1	1	1	0	3	16	8	
	Paddleball - Outdoor	2	0	0	0	0	0	1	0	3	0	0	0	3	3	1	0	3	16	n/a	Not analyzed
	Skate Park - Indoor	3	1	1	0	0	0	1	0	1	0	1	1	3	1	0	0	2	15	2	Doesn't specify indoor or outdoor
	Ice Rink - Outdoor	0	1	1	1	0	0	1	0	3	1	1	1	0	1	1	0	2	14	2	Doesn't specify indoor or outdoor
	Bike Park - Finish Trailside Bike Park																				
Others identified by Steering Committee or by Public during input sessions	Centralized Sports Complex at Quinn's/Richardson Flats																				
	Full Service Fitness/Rec Center																				
	Indoor Multi-Use Space/Special Events Center																				
	Kite board area																				
	Outdoor Exercise Facilities (Vita Course)																				
	Outdoor Shooting Facility (Trap, Skeet, and Possibly Rifle)																				
	Platform Tennis - Indoor																				
	Skating Treadmill																				
	Solar Wave - Indoor																				
	Special event/community multi-use support facility																				
	Velodrome (Indoor Cycling Track)																				
	Voice control designated trail areas (dogs on trails)																				
	Women Only Fitness areas																				

Here are the latest iterations of the matrix and the revised criteria based on our last committee meeting. Please note that we eliminated the criteria 'available privately.' The



City Council Staff Report

Subject: Community Discussion - Growth
Author: Ann Ober
Department: Executive/Sustainability
Date: March 19, 2015
Type of Item: Administrative

Summary Recommendations:

Staff recommends a two pronged approach to community discussion about development pressures and growth that would take place in April and May 2015.

Topic/Description:

This report summarizes the options for Council to consider and requests direction on how the community conversation around these topics should be constructed.

Background:

On February 26, 2015, Council requested a proposal from staff on how we might discuss the growth both within and surrounding Park City. In response, staff has met and developed the following proposal on how that conversation can be developed and rolled out to the community.

Analysis

Conversation Development

Staff recommends that Park City contract with Envision Utah to facilitate a community discussion and develop materials for use by Council members in focused conversations. Robert Grow, the Executive Director of Envision Utah, would frame a community presentation that first looks broadly at regional and state-wide trends based on the current Your Utah, Your Future program. These trends, when partnered with internal information such as the General Plan, could serve as a lens for looking at growth and development projections on the Wasatch Back. The advantage of utilizing Envision Utah is that their organization is built around having these conversations with communities and having a third party present the facts at a large-scale community forum can help focus on the facts and not the presenters. Envision Utah would also lend their technical tools to this effort for \$15,000. An additional \$1,000 would be needed for printing handouts, boards and presentations.

Importantly – but not the focus -- all of the presentations and materials will include information on what efforts are underway to mitigate the impacts of growth, as well as how community members can participate.

If Council supports this collaborative approach with Envision Utah, staff will begin work on developing a presentation outline and content. Staff is requesting Council feedback

on any specific content areas to be considered. We will provide a draft outline prior to the first public meeting.

Proposed Format & Materials- Facilitated Community Engagement

Staff recommends a two-tiered process for this discussion. First, staff would recommend an initial round of Council-led presentations in mid-April to community and professional organizations and, less formally, to small group gatherings. This initial outreach will provide valuable feedback in the content for the community-wide forum, as well as open channels for promoting the community meeting.

The second component would be a community forum with a mix of a single formal presentation and multiple feedback opportunities that could include boards and stations, keypad polling or other techniques to solicit input. Staff will work with Envision Utah to develop appropriate feedback mechanisms. The timing of this meeting would need to be coordinated to avoid other items on the community calendar, such as the City's Lower Park Avenue design charrette scheduled for May 11 – May 14.

We recommend a graphic-heavy, printed piece to accompany both the small group meetings and the community forum. The handout would simplify the message using key talking points and graphics and provide a take away piece to reinforce the message.

- Information about growth from the City and County General Plans
- Descriptive pictures of traffic congestion
- Maps

Staff also recommends that this document have a section on options for changing the current trajectory such as managed parking (including paid parking), transfer of development opportunities, and affordable housing descriptions.

In addition, there would be a PowerPoint presentation developed for the community forum that would be available on-line along with a video that could be used in conjunction with the PowerPoint presentations or as a standalone piece on growth in the region. A fourth component would be a video showing traffic on our roadways today and what we expect it will look like without transit enhancements, adoption of policies supporting reduction in the use of single occupant vehicles, road capacity and parking enhancements or a combination of all these. A first draft example can be found at:

<https://www.youtube.com/watch?v=P02CWI8jNZA&feature=youtu.be>

(This video simulation starts at the PCMR parking lot, moves to the Jans/Coles intersection, to the Park Ave/248 intersection, to the Bonanza Drive/248 intersection and then out 248 to the High School.)

Staff considered a number of ways this conversation could be constructed including:

- only small groups,
- one large presentation,

- open house format, and
- rolling this into the broader visioning process.
-

Staff is recommending this two-tiered process because we believe a topic as charged as growth will benefit from small group and one-on-one conversations, as well as a large public venue where people can hear the vision of Council. This two tiered approach give us the best of all approaches.

Finally, should Council wish to pursue this approach, staff requests one or two Council liaisons to be appointed to work with staff and Envision Utah to ensure this process meets Council's goals and expectations.

Alternative Approach- Recap General Plan Growth Measures and Community Check-In

A second option would be for staff to create a community presentation specific to portions of the recently City (and possibly County) approved General Plan, transportation presentations/recommendations and affordable housing recommendations. This presentation would be more focused on regional information than the broader state-wide issues and would be fully managed by internal staff. The benefit of this option is that growth numbers would be based entirely on local growth projections and not the Governor's office. Staff believes that State numbers are inflated beyond actual growth that will take place in the region. Further, utilizing internal staff would be cheaper in terms of new expenditures. Additionally, it would capitalize and build upon the growth analysis that our community and professionals just finished with the General Plan. It would also provide a community check-in on next steps and prioritization of what is supposed to be the guiding document, the General Plan, governing growth issues in the City. The negative of this approach is that the community may view the outreach effort as "more of the same" process/spin from City Hall as opposed to a facilitated and objective dialogue that an independent and professional organization like Envision Utah inherently brings. This option also could be broken into two steps such as a Council study session on the current provisions and growth strategies in the General Plan, and a second step of informal living room or small meetings with the same groups listed above and/or specific neighborhoods led by individual Council members. The second step could also include a synopsis/presentation on Master Transportation Planning and Traffic Mitigation similar to the January 8, 2015 Study Session and community feedback.

Department Review:

Reviewed by Sustainability, Transportation, the City Manager and the City Attorney. Sustainability, Transportation and the City Manager recommend the first approach. The City Attorney recommends the Alternative Approach. "

Alternatives:

- A. **Approve:** Two tiered approach including small group meetings, as well as a large group presentation and discussion. **(STAFF RECOMMENDATION)**
- B. **Deny:** Do not pursue all recommendations or pursue only some of the recommendations.
- C. **Modify:** Adopt the alternative approach listed above or modify all or some of the recommendations.
- C. **Continue the Item:** Continue all or some of the topics until staff has provided the appropriate level of detail or support.

Funding Source:

Staff is not requesting any additional funding. The funding will be sourced from the City Manager's Venture Fund, and Sustainability.

Consequences of not taking the recommended action:

Conversations about Transportation, Affordable Housing and Bonanza Park will continue without some base information and understanding of currently approved growth (entitlements) that is crucial to the broader conversation.

*Trains, Planes and Automobiles...

An Education in Transportation and
Mountain Communities



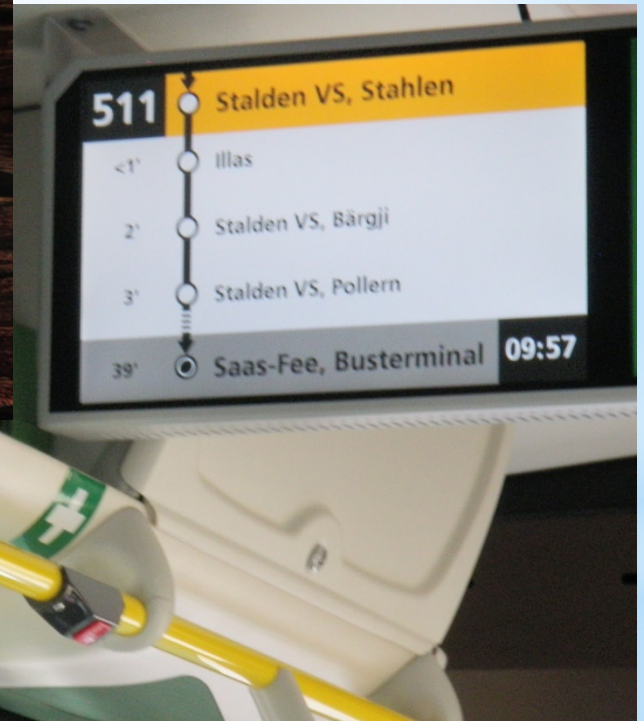
Eight Fearless Leaders



Lucerne



Additional Winter Amenities



Signage Matters



Tunnels



Collaboration is the
key to our success





Small Town Train Stations



Train Alternatives and Opportunities

Protecting the Experience







What we didn't like...



- * Events are a great addition to a visitor experience.
- * Time instead of distance on trail directions
- * Sledding?
- * Signs throughout town that show the ski terrain for the day.
- * Signs on buses with easy-to-read trip destination information.
- * Train tunnels are huge and expensive.
- * Collaboration is needed to get big things done.
- * There are small train station options that could work in our community, but the ingress and egress are substantial.
- * Snow sheds minimally impact views if developed with an opening on the down valley side.
- * Windows on any mode should allow for panoramic views and should open and close.
- * There are ways to make a “no vehicle” community work.
- * Trams can have VERY long lines.
- * We should avoid becoming Disneyland.
- * Liza provides great food and is key to any trip.



City Council Staff Report



Subject: Public Art for the Interior Entry Hall to the Public Library
Author: Jenny Diersen
Department: Sustainability
Date: Thursday, March 19, 2015
Type of Item: Administrative – Service Provider Contract

Summary Recommendations:

The Park City Public Art Advisory Board recommends the selection of Danielle C. Wyckoff as the artist for Public Art for the Interior Entry Hall to the Park City Public Library. City Council is being asked to authorize the City Manager to enter into a service provider contract for Public Art at the Park City Library in a form to be approved by the Legal Department with Danielle C. Wyckoff, in the amount of Fifty Seven Thousand, Seven Hundred and Eighty Six Dollars (\$57,786.00). The project is not to exceed costs of Sixty Thousand Dollars (\$60,000.00).

Topic/Description:

Public Art for the Interior Entry Hall of the Park City Public Library.

Background:

The Park City Public Art Advisory Board issued a Request for Proposals for artists to design, produce and install art in the newly renovated Park City Public Library Interior Entry Hall. Funding for the art comes from the Lower Park Avenue Redevelopment Agency - Library Remodel Capital Improvement Account. The Board set a maximum of \$60,000.00 for the project.

Staff advertised the Request for Proposals (RFP) in art oriented websites throughout the United States, past artists who had submitted proposals, as well as through the Utah Office of Arts & Culture as well as posted on Park City Municipal's website. The RFP was open to artists or artists teams working in all media and materials. Artists were given a mission to follow regarding what the Public Art Advisory Board were looking for in the space. This mission was developed in collaboration with the Park City Public Art Advisory Board and Library Project Staff.

"The Entry Hall to the Library will be the premier space for the building. Thought of as a community living room, the space demands artwork that is visually stunning from the inside and out, promotes discovery, and is intellectually stimulating. The piece should be as unique as the diverse community, changing weather, stunning seasons and dramatic mountains surrounding it"

Artwork will be placed on the Interior Entry Hall of the Park City Library Building.
(Please refer to Exhibit A - Image of Library Interior Entry Hall Space)

Analysis:

(Please refer to Exhibit B, Concept Drawing of Surroundings)

The Public Art Advisory Board received 32 proposals and selected 3 finalists. Finalists did not receive a stipend, but were requested to answer additional questions to help with a final selection. The Public Art Advisory Board asked for City Staff from the Library Project and Building Department to review the three finalists as well, though they were non-voting members to the Selection Committee. Based on Selection Criteria including creativity and uniqueness of the proposal in relation to the themes as outlined, enhancement to the identity of the Public Library, Originality of Design, and the Ability for the artist to work in an aggressive timeline and adhere to the maximum allowed budget, the Board recommends that Danielle C. Wyckoff of Grand Rapids, Michigan be awarded the contract for the Library Interior Entry Hall Public Art Project.

Ms. Wyckoff, though not a resident of Park City, has been involved in our community through various programs and residences. In the Spring of 2011 during a Residency at Spiro Arts she made a connection to our community while utilizing many of the services provided by the Park City Library. It is here, she became aware of how the Park City Library was central to life in our town. Ms. Wyckoff also continued to maintain a relationship in Park City through a Residency at Kimball Art Center and then involvement in exhibitions there. It was through continued relationships with the arts organization, that she became aware of the Request for Proposal. Ms. Wyckoff designed her proposal to incorporate the themes as outlined in the proposal. Specifically, Wyckoff recognizes that the information we collect and internalize is directly affected by the way our community composes our understandings of ourselves and our surroundings. The piece entitled *Surroundings* is site specific, involving a collection of community information gathered from residents who would like to share their stories and contribute to the piece. Both the mountain-scape and hanging discs are direct references to the environment which surrounds the City. The recycled, silver-in-color, metal hanging discs refers to the mining history of the town, the Silver Creek, and the dynamic weather of the location.

Ms. Wyckoff's design of the piece, *Surroundings*, will be created with approximately twenty (20) screen printed wall panels which are three inches (3") wide by eight feet (8') tall. Panels will protrude from the wall by a half inch (1/2"). Three hundred (300) recycled, hanging, metal discs will hang from a stainless steel chain from the ceiling of the Library Interior Entry Hall. Discs will range in diameter from three to twelve inches (3 – 12"). Any discs lower than 7 feet (7') will be smaller and will not come out from the wall more than four inches (4"). The movement of the discs in the air currents caused by the movement of people, or open-air doors would create movement within the wall panels and reference the changing snow, ice, rain and sun rays. Track lighting will be necessary at the expense of the artist to direct light onto the discs and to create the light reflections and shadows. Lights will be LED. The piece is not go extend into the entry vestibule. The piece will be approximately 28 feet, 5 inches wide x 9 feet tall. Discs may not hang no lower than 80 inches from the floor, or as otherwise approved by the Building Department. The piece will require minimal maintenance. All efforts will be made to create a work of art that will inspire curiosity and that will use minimal resources with the smallest possible carbon footprint.

(Please refer to Exhibit C – “Glimmering and Vast”, past work sample)

Scope of Services:

The scope of work includes fabrication of the sculpture, community outreach, delivery, and on-site installation. The artwork will be created with community and public input, both in the artist’s studio and collaborative efforts, and on-site. Date of installation will begin as soon as possible, with artist site visit the last week of March. Project completion will be no later than Sunday, May 31, 2015.

Department Review:

Legal and Executive Departments have reviewed the proposal and comments have been incorporated into the report. Staff will work with the Building Department to obtain necessary approvals.

Alternatives:

A. Approve:

Authorize the City Manager to enter into Service Provider Contract in a form to be approved by the Legal Department with Danielle C. Wyckoff in the amount of Fifty Seven Thousand, Seven Hundred and Eighty Six Dollars (\$57,786.00), with an exception to allow the project not to exceed the costs of Sixty Thousand Dollars (\$60,000.00)

B. Deny:

The Council could decide to no longer proceed with the project and not install art in the Interior Entry Hall to the Park City Library.

C. Modify:

The Council could ask staff to modify the proposal

D. Continue the Item:

The Council could request continuation of the item to a future meeting.

E. Do Nothing:

The Council could make no action, and there would be no Public Art in the Interior Entry Hall to the Park City Library.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Balance between tourism and local quality of life + Accessible and world-class recreational facilities, parks and programs (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	+ Community gathering spaces and places + Vibrant arts and culture offerings (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Neutral 	Very Positive 	(Select from List)
Comments:				

Funding Source:

Funding comes from the Lower Park Avenue Redevelopment Agency - Library Remodel Capital Improvement Account.

Consequences of not taking the recommended action:

No Public Art will be installed in the Interior Entry Hall for the Park City Public Library.

Recommendation:

The Park City Public Art Advisory Board recommends the selection of Danielle C. Wyckoff as the artist for Public Art for the Interior Entry Hall to the Park City Public Library. City Council is being asked to authorize the City Manager to enter into a service provider contract for Public Art at the Park City Library in a form to be approved by the Legal Department with Danielle C. Wyckoff, in the amount of Fifty Seven Thousand, Seven Hundred and Eighty Six Dollars (\$57,786.00). The project is not to exceed costs of Sixty Thousand Dollars (\$60,000.00).

Attachments:

Exhibit A - Image of Library Interior Entry Hall Space

Exhibit B - Concept Drawing of Surroundings

Exhibit C - "Glimmering and Vast", past work sample

Exhibit D – Proposal as Submitted by Danielle C Wyckoff with detailed budget and answers to additional questions from the Public Art Advisory Board

Exhibit A - Image of Library Interior Entry Hall Space, provided to artists in RFP process.



Exhibit B - Concept Drawing of Surroundings provided by Danielle C. Wyckoff

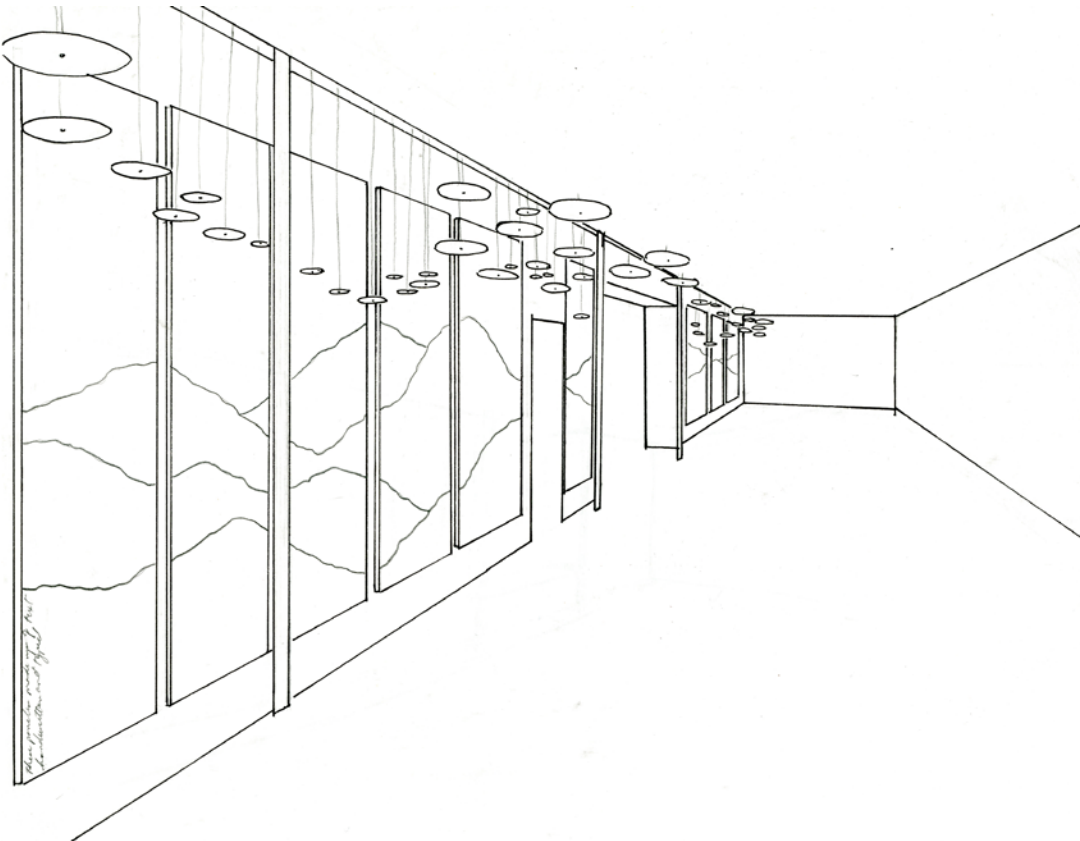


Exhibit C – *Glimmering and Vast*, past work sample, Grand Rapids, Michigan 2013



Exhibit D - Proposal as Submitted by Danielle C Wyckoff with detailed budget and answers to additional questions from the Public Art Advisory Board



"Glimmering and Vast" ("Ah, love! Let us be true/ to one another"), installed at the Urban Institute of Contemporary Art, Grand Rapids, MI 2013

Danielle C. Wyckoff

Surroundings (working title)
Park City Public Library

danielle.c.wyckoff@gmail.com

407-256-3584

426 Paris Ave SE #2
Grand Rapids, MI 49503

www.daniellewyckoff.com

Theme—Concept/Abstract:

In recognition of how we collect information, internalize knowledge, and how this collection, as well as our community, composes our understandings of ourselves and surroundings, I propose to create a multi-media mountain-scape for the Entry Hall to the Library Center. This piece will consist of approximately twenty panels of screenprinted text and 300 hanging recycled metal discs to greet visitors of Park City Library and to encourage investigation and curiosity.

The elements of this proposed work, *Surroundings*, will refer to the key points that the Park City Public Advisory Board has requested: it will be site specific, involving the community—and therefore embodying themes of community—primarily through information collection with local sources and citizens. Information will be collected directly from residents who would like to share their stories, and they will have many options for doing so: through online forums as well as via either mail, email, phone, Skype, or in-person interviews.

The mountain-scape and the hanging discs are direct references to the environment of the area; the profile of the mountain-scape will be based on the actual mountains around Park City, and the discs refer to the mining history of the town, the Silver Creek, and the dynamic weather of the location.

These visual elements will complement the style, concept, and aesthetics of the Library's newly constructed architecture. The proposal's multi-media elements will require minimal maintenance and upkeep.

Theme—Exposition/Narrative:

The proposed installation for the Park City Library will include printed text that will make up a mountain-scape and will include kinetic elements of hanging metal discs that will spin according to the air currents in the space and will simultaneously reflect light and cast shadows.

The mountain-scape, adapted from the profile of the mountains surrounding Park City, will be composed of stories about Park City, the library, love, and related subject matter that I will collect from residents of Park City. Incorporated into this collection will be additional data, information, equations, formulas and theories, for example. These elements will refer to community and to the library as a central place for patrons and for obtaining knowledge. The collected stories and text will overlap to create the vista, and in this overlapping the piece will reflect what a library may offer: endless possibilities through knowledge and access to traditional and new ways of thinking.

The color palette of the text will come from Park City residents' interaction: through internet and social media platforms, I will ask people to send me images of the city and its surroundings, in various seasons and weather, and from there, I will select a well-considered and intentional color scheme for the text-imagery.

In order to interact more with residents as I collect information and stories, I propose to visit Park City at the beginning of April. During this time, I would meet with residents. I would also welcome meeting with the Board, the employees of the Library, and Blalock and Partners, as well as any other invested parties to further tailor the project.

In addition to the screenprinted mountain-scape mural, the proposed artwork will include recycled metal discs that will hang from the ceiling and will edge along the mural. These discs, hung by a central point in each object, will spin with the air currents in the building. Added LED track lighting will allow light to be directed onto the discs' surfaces, and as the discs spin, they will project light patterns up the wall, as well as cast shadows below. The discs refer to the history of Park City as a mining town (silver, unfortunately would tarnish and would be costly); they also will serve as references to snow, ice, sun rays, the Silver Creek, and will serve as another iteration of the zinc band Blalock and Partners have designed to wrap around the exterior of the building, particularly as seen in the North West corner rendering.

The entire piece will refer to Park City's mountainous surroundings, will incorporate the participation of the community, will rely upon and honor the act of research and archiving, will reflect the contemporary aesthetic and material choices of the new space as articulated by the design firm, and will provide a beautiful space that viewers will enjoy at a distance with the ever-changing light drawings from the discs and will encourage closer inspection with the text/story-created mountain-scape.

Theme—Personal Motivation:

As a resident artist at Spiro Arts (then located in the Silver Star community) in the Spring of 2011, I spent a lot of time walking Park City. Many of my walks brought me to the Park City Public Library, and in the six weeks I was a resident, I got a library card and spent time there weekly as well as attended community movie nights. The building was always bustling with a variety of visitors, and I was struck by how well attended and well loved the library was to the community, how central to life in Park City.

Since my time as an Artist in Residence, I've maintained a relationship with the city through the Kimball Arts Center. I returned in the summer of 2012 to be an artist-in-residence and mentor through the Center's *Relevant* program and I have shown work in three exhibitions: two for *Relevant* and in *Ink, Paper, Scissors*.

The sense of connection and inclusion that I found in Park City motivates me to develop this piece for the Park City Library that would reflect, honor, and promote the same sort of relationship building I have experienced in my visits. In order to do so, I propose to collect from Park City residents their stories, their responses, their ideas about their town, their home. My usual practice involves collecting love stories, and in the summer of 2013, for the exhibition *Ink, Paper, Scissors* at the Kimball Art Center, a piece of mine dedicated to how we narrate our loves was included. Kimball asked visitors to respond to my piece by writing out their own love stories. I had no idea that the Center was planning this interaction, and one day I received a large envelop filled with notes about love from people who had engaged with my piece. I was overwhelmed and overjoyed by this simple action, and I've cherished these anonymous responses. In this piece for the Park City Library, I would incorporate these previously written/told stories as well as collect others specific to this project, thus returning the stories to the place which generated them.

Having a literature and research background in addition to my visual arts career, I've always highly regarded libraries. As an educator, I regularly assign my students tasks that involve them perusing the stacks of our institution's library and engaging with our librarians. I am deeply honored to have had this opportunity to develop a permanent project—one that is an extension of my artistic practice—for a city and its library that is so integral to the artist and educator I have become.

This proposal is valid for one year, until February 25, 2016.

Theme—Project Timeline/Process:

February: Assistance and Consultant securing

1. Consult and hire Lee Davis, IIDA, ASID, LEED-AP, Assistant Professor of Interior Design at Kendall College of Art and Design and a partner in the design firm Lake Affect Design Studio, for consulting in LEED practices and drawing up of plans.
2. Confirm Anthony Mead, Studio Technician and co-founder of Dinderbeck Studios, for assistance in screenprinting large-format work and installing art.
3. Confirm Amanda Berry, MFA candidate, for internet platforms building and assistance in maintaining.
4. Begin consultation with Phil Renato, Professor of Metals and Jewelry.

March: Preparation for information and narrative collection

1. Set up specific interactive blog, email address, and other social media outlets for the project. These digital methods of collecting information will be maintained by the artist for the year following the completion of the project and will afterward become the property of the Park City Library.
2. Establish trip to Park City; purchase airline tickets, secure accommodations, be in contact with committee and Park City friends as to places where I should make myself available to collect stories about love from others.
3. Prior to visit, send solicitation materials to Committee, Library and/or appropriate entity to solicit love stories. Materials will be in the form of postcards with addresses to all of the

digital platforms and will contain some information about my visit for the purpose of collecting narratives.

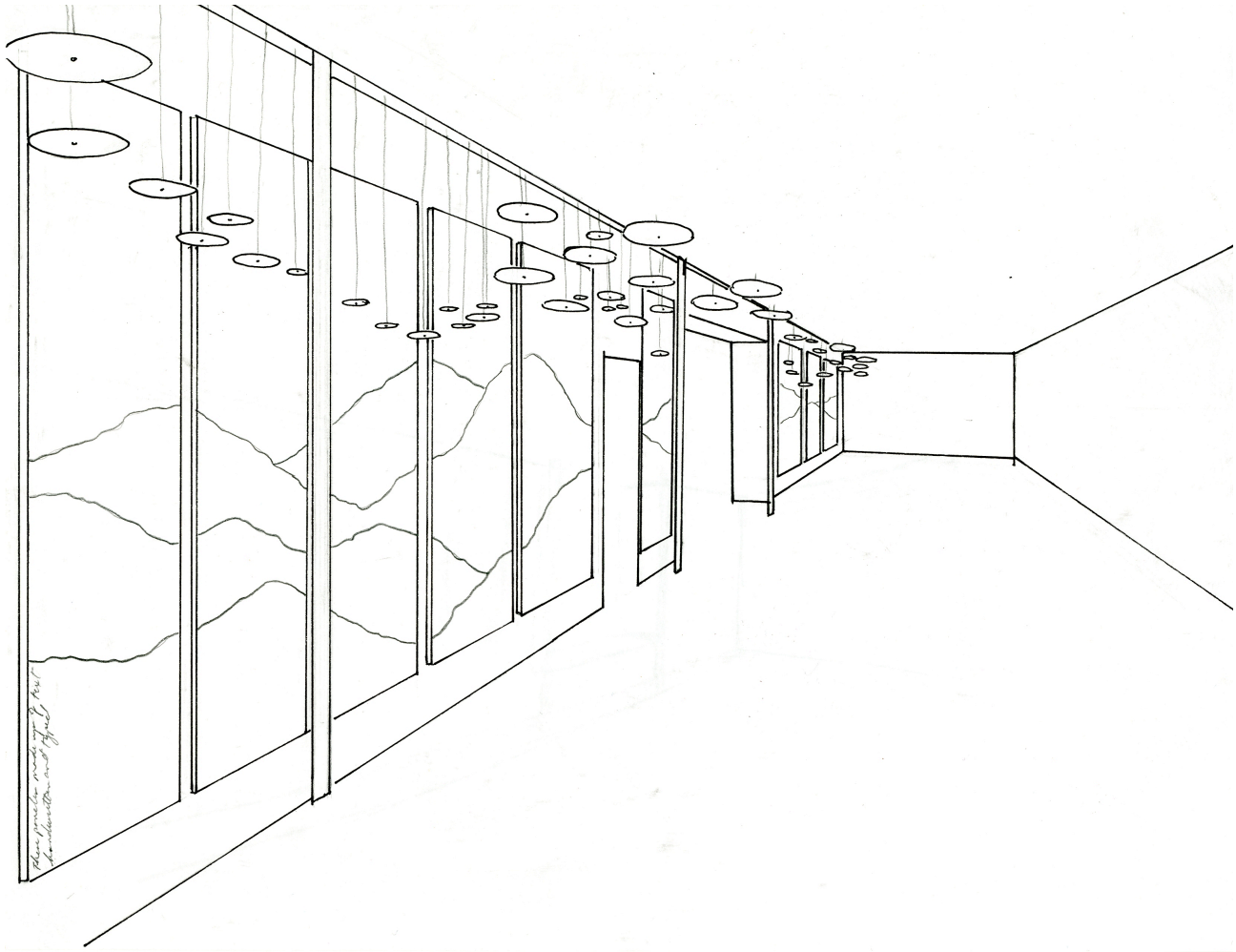
April: **Visit Park City; information collection and material production**

1. During visit, meet with willing participants. Gather stories. Consult with architectural firm, Library staff, and Committee about plans. Collect images of the mountains as viewed on site at the Library.
2. Upon return from Park City, sift through stories and determine sentences and phrases to use in mountain-scape. Select stories and phrases from previously collected stories (*Ink, Paper, Scissors* show at Kimball Art center). Determine (with previous feedback from Library and Committee) other information to be included in the text. Determine appropriate text formats: some will be written in my hand, some will be typed, some will be written in storytellers' handwriting.
3. Screenprinting panels:
 - a. Prepare positives for making screens
 - b. Prepare screens
 - c. Prepare substrates
 - d. Assess images of Park City from residents and develop color scheme
 - e. Mix inks based on color scheme
 - f. Print Park City stories and other related text onto substrates, and using stencils, create profile Park City's surrounding mountainous skyline.
 - g. Send screenprinted mountain-scape to be mounted to Dibond and coated with protective, archival varnishes. Completed mounted work will be shipped directly to the Library.
4. Hanging discs:
 - a. Secure recycled aluminum
 - b. laser-cut, smooth edges, and polish discs
 - c. Cut lengths of chain for hanging discs
 - d. Prepare headpins from which to hang discs

May: **Finalization of materials/shipping and installation of artwork in Park City Library**

1. Package discs with posts
2. Ship all remaining materials to Park City
3. Travel to Park City with installation assistants
4. Install work with two assistants; estimated install time: 2 weeks or less. To be installed:
 - a. Panels of screenprinted mountain-scape
 - b. Lighting (will require electrician)
 - c. Hanging structure for discs (discs will be lightweight so structure could be eyehooks in the ceiling or another simple method—to be determined with Blalock and Partners)
 - d. Hang discs
 - i. Refine placement
 - ii. Refine lengths at which the discs will hang
 - iii. Focus lights for optimal light-reflection and shadow-casting

Illustrations/photos—Proposed Installation:



The above plan and the proposed elements of the installation are designed to be easily adjustable to the space and to require minimal maintenance. I enjoy working with others and am happy to collaborate with the Board, the Library, and Blalock and Partners to ensure that this space is beautiful, compelling and inviting, and that the art complements the building and its new addition while fitting the needs of the space and the people who will inhabit it.

The screenprinted panels, with the mountain-scape made of collected stories and texts, will protrude from the wall by $\frac{1}{2}$ ". Each panel is currently designed to be 3' wide by 8' tall.

The recycled metal discs will hang from stainless steel chain. Discs will range in diameter from 3" to 12." Discs hanging at 7' or higher will come out into the space more. Discs lower than 7' will be smaller and will not come out from the wall more than 4".

Track lighting will be necessary to direct light onto the discs and to create the light reflections and the shadows. The lights will be LED.

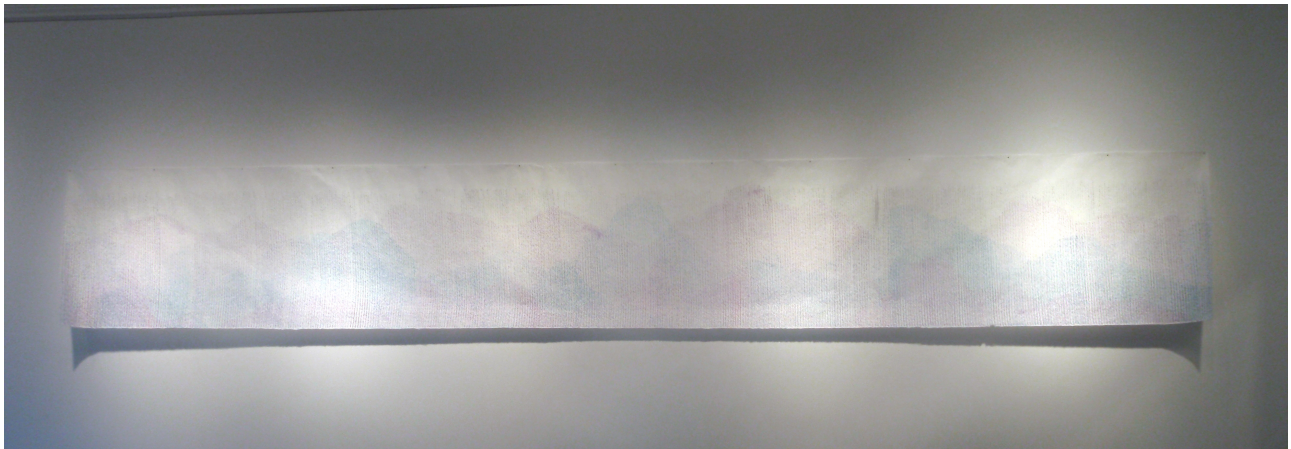
All efforts will be made to create a work of art that will inspire curiosity and that will use minimal resources with the smallest possible carbon footprint.

Illustrations/photos—Examples of work previously completed that complement this proposal:



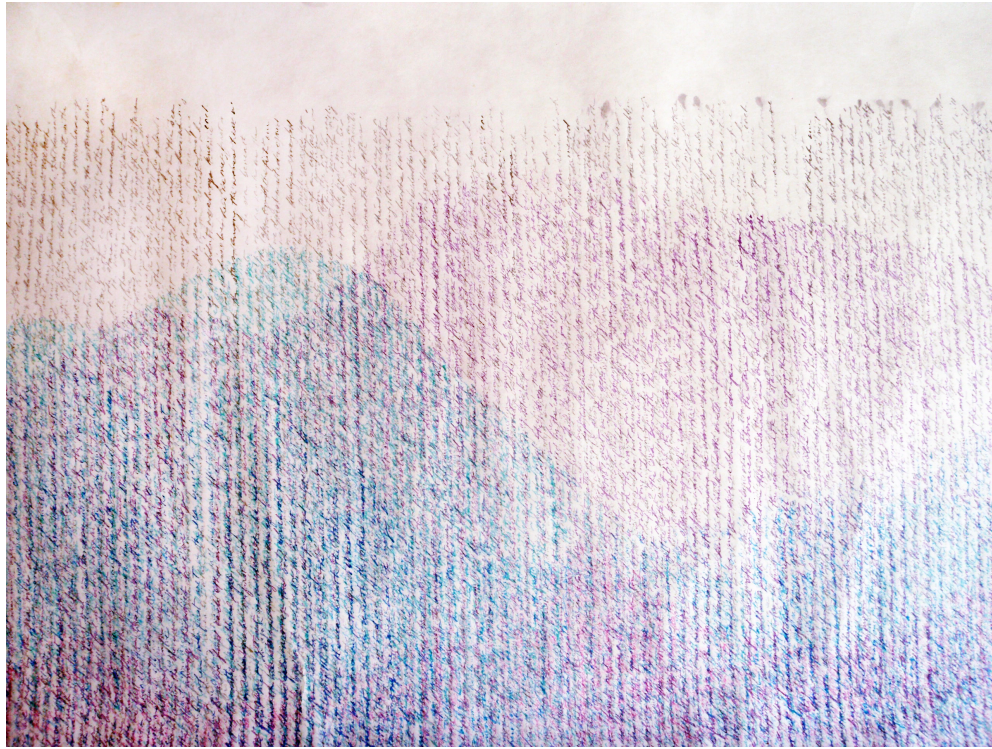
"Glimmering and Vast" ("Ah, love! Let us be true/to one another"), installed at the Urban Institute of Contemporary Art, Grand Rapids, MI 2013

The discs in this installation and other iterations of this work have been out of the common aluminum foil. For the Park City Library project, the discs would be made out of a studier, recycled material that would be polished in order to create a similar effect in lights.



Shoreline, screenprint on Thai mulberry paper, 2013

The image above shows the idea for the proposal. In this image, however, the script is all in my handwriting at a small font size and in translucent colors. The project for the Park City Library would utilize the basic idea of this work but would have a variety of text sizes and fonts as well as bolder colors. The screenprinted mountain-scape would be separated into panels that would then be more practical for adjusting to the new space.



Shoreline (detail), screenprint on Thai mulberry paper, 2013

The above detail illustrates the basic idea for the mountain-scape I'm proposing.

For the Park City Library, however, many elements will be different including the colors and the type of writing and size, and the profile of the shapes.

The colors will be developed through interaction with the community and from my own research and will be based on the surrounding areas colors. I will ask community members to submit pictures of Park City in various seasons and weather, and I will refer to my own pictures. I will then use the collected color information to create a color palette of inks for the printing. This color palette will be carefully chosen and I am happy to coordinate colors with the design firm and other invested parties.

The text will vary in writing style and size. Some of the text will be in my handwriting, others snippets of stories will be in participants' handwriting, and other written information will be typed. Whereas the goal with the above piece was to create a sense of similar ideas overlapping to create a whole, the Park City Library mountain-scape will create a sense of many different perspectives coming together to make a whole.

The text will form the shape of the mountains surrounding Park City.

Budget:

A full breakout of projected costs is available.

Materials/supplies: Screenprinting materials such as substrates, inks; items for fabricating and hanging metal discs; lighting; installation and display hardware and elements	\$13,979
Personnel/labor: artist's fees, consultants' fees, production and installation assistants' fees, web designer's fees	\$28,600
Travel/Accommodations/Per Diem: travel for artist in April, travel for artist and two assistants in May	\$9,985
Marketing: Postcards for soliciting participation from Park City residents, social media, and blog	\$46
Administrative: Shipping, insurance, office supplies, related utilities to the project	\$2,425
Contingency of 5%	\$2,752
Total Projected Cost:	\$57,786

Danielle C. Wyckoff

Bio: Danielle C. Wyckoff, an artist, scholar, and educator, currently lives and works in Grand Rapids, MI. Her multi-media work investigates love and how we narrate our stories about it. Incorporating images or references to water or water-states, Wyckoff's work insists on our shared capacity in loving and how this capacity affirms our existences. Her practice involves collecting love stories, and she invites you to tell yours.

Education

2010	Master of Fine Arts, Studio Art: Printmaking; Ohio University
2004	Master of Arts, English; Georgia College
1999	Bachelor of Arts, summa cum laude and with honors, Art and English majors, Art History and Technical Theatre minors; Georgia College

Residencies

2013	Monoprint 2013, week-long printmaking residency, University of Wisconsin, Stevens Point, WI
2012	Artist-in-Residence, Paper Circle, Southeastern Ohio's Paper and Book Arts Center, Nelsonville, OH Mentor/Artist-in-Residence, RELEVANT 2012, Kimball Arts' Center, Park City, UT
2011	Spiro Arts, six-week residency, Park City, UT

Selected, Recent Exhibitions and Performances (** denotes solo)

2015	<i>Evolution of the Artist/KCAD Faculty Exhibition</i> , The Federal Galleries, Kendall College of Art and Design, Grand Rapids, MI <i>from whence, into which</i> , Redux Contemporary Art Center, Charleston, SC** <i>Inspired by Mary: Ohio University 2014 Alumni Printmaking Exchange Portfolio Exhibition</i> , organized by Connie Wolfe, Alden Library, Ohio University, Athens, OH The Ink Shop: Printmaking Center and Olive Branch Press, Ithaca, NY
2014	<i>Greetings from the West to the East</i> , curated by Xiaolong Fang, Meilidao International Arts Center, Shanghai, China <i>Relevant 2014</i> , Main Gallery, Kimball Arts Center, Park City, UT <i>Athens On Paper</i> , juried, Dairy Barn Arts Center, Athens, OH <i>{Re}HAPPENING: Chance Encounters</i> , juried collaborative installation/performance, the former Black Mountain College, Asheville, NC <i>IMPRINT</i> , juried national printmaking exhibition, Manifest Gallery, Cincinnati, OH <i>Re/request</i> , invitational, Majestic Galleries, Nelsonville, OH

- 2013 *Sightings*, collaboration with Mariel Versluis, Exit Space, Urban Institute for Contemporary Arts, Grand Rapids, MI **
- Vanishing Point*, storefront window piece, Free Radical event, Grand Rapids, MI**
- Wavelengths*, Paper Circle, Nelsonville, OH **
- Monoprint 2013 Exhibition*, Carlsten Art Gallery, Noel Fine Arts Center, University of Wisconsin, Stevens Point, WI
- Ink, Paper, Scissors*, Kimball Art Center, Park City, UT
- Limit(less)*, two large-scale installations in the Vertical Space and in the Black Box, UICA, Grand Rapids, MI
- 2012 *Found in Translation*, with Reveal Collaborative (Courtney Kessel and Natalie Tornatore), Majestic Galleries, Nelsonville, OH
- New Country: Ruralism in Contemporary Art*, with Reveal Collaborative, Claypool-Young Art Gallery, Morehead State University, Morehead, KY
- Stamina*, curators: Amanda Lilleston, Reed Esslinger-Payet, Bernadette Witzack, Katie St. Claire, Work – Detroit, Detroit, MI
- Relevant 2012 Exhibition*, Main Gallery, Kimball Arts' Center, Park City, UT
- On Another Note*, with Reveal Collaborative, juror: David Ellis, St Louis Artists' Guild, St. Louis, MO
- Ohio University School of Art Faculty Exhibition*, Kennedy Museum of Art, Athens, OH
- 2011 *The Drawing Show*, Verge, Art Miami Beach, Greenview Hotel, during Art Basel, Miami, FL
- MidAmerica Print Council Members' Juried Show*, juror: Andy DeCaen, Benedictine College, Lisle, IL
- Residue*, curator: Steven Holmes, Boston Center for the Arts, Boston, MA
- Being Human*, juror: Dan Addington, Union Street Gallery, Chicago Heights, IL
- Drawing Connections*, Siena Art Institute, Siena, Italy
- Love and Things Like Love*, curator: Becky Alley, Lexington Art League, Lexington, KY
- Frogman's Assistants' Exhibition*, University of South Dakota, Vermillion, SD
- To Keep That Which Cannot Be Kept*, Spiro Arts, Park City, UT **
- 2010 *Pulp: Works on Paper*, Meltem Birey Gallery, Philadelphia, PA
- you forever, you fleeting*, MFA Thesis Exhibition, Majestic Galleries, Nelsonville, OH **
- Hello, Neighbor!*, Viterbo University Gallery, La Crosse, WI
- Bona Fide*, Dream City, Pittsburgh, PA

Selected Teaching/Instruction Experience

- 2014-current Assistant Professor of Art, Tenure-Track, Drawing and Printmaking, Kendall College of Art and Design, Grand Rapids, MI
- 2013-14 Assistant Professor of Art, Printmaking, Kendall College of Art and Design, Grand Rapids, MI

Bibliography

- 2014 Elizabeth Bowers, "Danielle Wyckoff: from whence into which," article, exhibition announcement, and photographs, *Art Mag*, Charleston, SC (Winter 2014)
- Exhibition announcement in Shanghai, China newspaper (July 2014)
- 2013 Urban Institute for Contemporary Art TV, "Danielle Wyckoff," Grand Rapids, MI (Apr 17 2013)
- http://www.youtube.com/watch?v=bt_wZ01cKvw
- 2012 Katie Bruhn, "Found In Translation: OU Grads Collaborate At Majestic Galleries," announcement and photographs, *WOUB News*, woub.org (Oct 24 2012)
- 2011 Scott Iwasaki, "An Introduction to Genius," announcement and photograph, *Park Record* (May 17 2011)
- Park City TV, "Danielle Wyckoff: Artist Profile," Park City, UT (May 2011), <http://www.youtube.com/watch?v=33bNmtp4J6c>
- 2009 *The Tusculum Review—Online Journal*, Featured Artist, three drawings www2.tusculum.edu/tusculumreview/2009/11/16/danielle-wyckoff-4/

Selected Permanent Collections

Arizona State University, Tempe, AZ
Carroll Reese Gallery, Eastern Tennessee State University, Johnson City, TN
Carsten Art Gallery, University of Wisconsin Stevens Point, WI
College for Creative Studies, Detroit, MI
Cranbrook Academy of Art, Bloomfield, MI
Hagrett Rare Book Collection, University of Georgia, Athens, GA
Georgia College, Milledgeville, GA
Ohio University, Athens, OH
Southern Graphics Council Archives, University of Mississippi, Oxford, MS
University of Miami, Miami, FL
University of Virginia, Charlottesville, VA
University of Texas at Austin, Austin, TX
University of Wisconsin, Madison, WI
Viterbo University, LaCrosse, WI
Wayne State University, Detroit, MI

	Process/ product	Item	Supplier	Cost	Amount	Total
Materials/Supplies	Screenprinted Panels	Substrate: Thai Mulberry, Unbleached Roll (37" x 32")	Dolphin Papers	58.00/roll	6	\$348
		Speedball Screenprinting inks				
		Process Cyan	Dick Blick	\$59.75/gallon	1	\$59.75
		Process Magenta	Dick Blick	\$59.75/gallon	1	\$59.75
		Process Yellow	Dick Blick	\$59.75/gallon	1	\$59.75
		Medium Red	Dick Blick	\$18.55/quart	1	\$18.55
		Fire Red	Dick Blick	\$18.55/quart	1	\$18.55
		Medium Yellow	Dick Blick	\$18.55/quart	1	\$18.55
		Emerald Green	Dick Blick	\$18.55/quart	1	\$18.55
		Peacock Blue	Dick Blick	\$18.55/quart	1	\$18.55
		Dark Blue	Dick Blick	\$18.55/quart	1	\$18.55
		Violet	Dick Blick	\$18.55/quart	1	\$18.55
		White	Dick Blick	\$18.55/quart	1	\$18.55
		Black	Dick Blick	\$18.55/quart	1	\$18.55
		Silver	Dick Blick	\$6.42/8 oz jar	2	\$12.84
		Speedball Acrylic Ink Extender Base	Jerry's Art-o-rama	\$30.59/gallon	2	\$61.18
		Speedball Overprint Gloss Varnish	Jerry's Art-o-rama	\$52.39/gallon	2	\$104.78
		Screen	Artist's own	In kind	--	
		Emulsion, Ulano TZ	Graphic Chemical	\$92.95/gallon	1	\$92.95
		Stencil Printing	KCAD FlexLab	\$1/linear foot	20	\$20
		Kraft Paper roll	Dick Blick	\$15.49/48" x 10 yards	2	\$30.98
		Facilities for printing	KCAD Printmaking	In kind	--	

Display of printed panels	Mounting prints on Dibond panel *please note that the amount of panels indicated may change after consultation with architects. Also please note that the mounting servicer could change based on proximity	Museum and Gallery Services	\$405/panel	20	\$8,100
	Cleat/cradling on back of Dibond panels for hanging	Museum and Gallery Services	\$20/panel	20	\$400
	Crating	Museum and Gallery Services	\$100/crate (with approximately 3 panels per crate)	7	\$700
	Shipping *please note that the servicer has stated they would calculate crating and shipping on actual products; amount listed is based on loose estimates from research of similar-sized shipped items and similar distances	Museum and Gallery Services			\$600
	Hardware for hanging	Lowe's			
Snow/Stream discs	Aluminum Sheet, 24 x 36"	Lowe's	\$9.64/sheet	10	\$96.40
	Chain, 1.85mm flat cable	Fire Mountain	\$98.55/50 foot spool	12	\$1,182.00
	Headpins, with ball stop, stainless steel	Fire Mountain	\$19.98/package of 100	3	\$59.94

		Eye hooks to mount in ceiling and from which to hang discs	Lowe's	\$15.97/100-pack	3	\$47.91
		Track lighting, track	Lumicrest Lighting Solutions	\$38.79/8 foot section/white	6	\$232.74
		Track lighting, light head: Integrated High CRI Dimmable LED Track Head	Lumicrest Lighting Solutions	\$85.70/head	18	\$1,542.60
Personnel/ Labor	Artist's Fees		Danielle Wyckoff	\$75/hour	estimated 240 hours	\$18,000
	Consultants' Fees		Lee Davis, IIDA, ASID, LEED-AP, Assistant Professor of Interior Design	\$75/hour	estimated 4 hours	\$300
			Phil Renato, Professor of Metals and Jewelry	\$75/hour	estimated 4 hours	\$300
	Production Assistants' Fees		Anthony Mead, Screenprinting and lasercutting, installation assistant	\$25/hour	estimated 200 hours	\$5,000
			Amanda Berry, online-platform building and social-media developer	\$25/hour	estimated 120 hours	\$3,000
			Nathan Lareau, Assistant Professor of Sculpture, installation assistant	\$50/hour	estimated 40 hours	\$2,000
Travel/Accommodations/Per Diem	Artist's initial visit March 31-April 4	Airline ticket	Delta Airlines	\$617/roundtrip	1	\$617

		Shuttle to Park City	Park City Transportation	\$45/person/one way	2	\$90
		Hotel	Park City Marriot	\$239/night	4	\$956
		Per Diem	GSA.gov	\$53.25/first and last travel day + \$71/day	2 first and last + 3 full days	\$319.50
	Installation visit with assistants May 16-31	Airline tickets	Delta Airlines	\$387/roundtrip flight	3	\$1,161.00
		Shuttle to Park City	Park City Transportation	\$45/person/one way	2 trips x 3 people	\$270.00
		Hotel	Park City Marriot	\$109/night	15 nights/2 rooms	\$3,270.00
		Per Diem	GSA.gov	\$53.25/first and last travel day + \$71/day	2 first and last (\$106.5) + 14 full days (\$994) x 3 people	\$3,301.50
Marketing	Promotional postcards to solicit participation	Design	Artist	In kind	--	
		250 4x6" postcards, full color, both sides	GotPrint	\$32.04/250	1	\$32.04
		Shipping directly to Park City	Got Print	\$13.39/ground	1	\$13.39
	Social Media to promote project and solicit participation	Blog	Wordpress	free	--	

		Facebook page	Facebook	free	--	
		Email account	Gmail	free	--	
		Hootsuite program to coordinate sites and information	Hootsuite	free	--	
Administrative	Office	office supplies/utilities	various suppliers	estimated amount	--	\$800
	Mailing	to cover shipping of remaining items, materials, necessary tools	USPS, FedEx, or UPS	estimated amount	--	\$500
	Insurance	General liability and artwork	Fractured Atlas, art insurers	\$1,125	1	\$1,125
Contingency of 5%						\$2,752

\$57,786

Questions from the Park City Public Art Advisory Board Library Public Art Selection Committee

- 1) What type of material will be silk screened onto to create the 20 panels with text? Fabric (if so what kind), or will it be an alternative material such as wood or metal?

Dear Board,

Thank you for your consideration; I am thrilled to have made the next round!

My initial plan is to screenprint with colorfast acrylic inks (Speedball inks, colors for mixing chosen for lightfastness), onto Thai Mulberry paper that afterward would be coated with acrylic gloss varnish and would be then cold-pressed onto Dibond panels. Dibond is, basically, like foam-core but with thin aluminum instead of posterboard on the exterior. I've been assured that this material is ideal for the size of the panels and for archival mounting of images; many museums and galleries use this option. As Lee has told me, "The wallcovering alternative is a commercial-grade product that has been developed for high traffic areas. It is a Carnegie Xorel product that would be customized for this project."

I intentionally overestimated 20 panels based on the plan without breaks in the wall. As I was getting price estimations from companies, and as they could not give me definite numbers without the actual items, I decided to project on the higher end as opposed to not projecting for enough. I am happy to supply the committee with the detailed projected budget.

- 2) What about fading? If using fabric, will them image fade on the fabric?

The inks I would use are Speedball Acrylic Inks. The inks I've selected for this project are noted for good to excellent lightfastness in the Speedball catalog. The gloss varnish coating would protect the screenprinted text and would allow for additional protective UV coatings to be added during the process of mounting the paper panels.

- 3) Once the panels are created, depending on material, how will they be supported or mounted? This is a highly used area - what would happen if someone knocked into one of them; would it become easily damaged by movement or stretching? Could it get a hole?

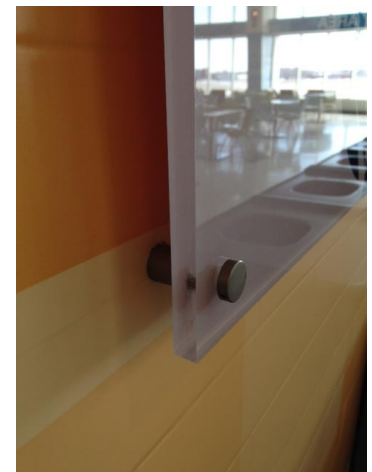
The panels, if going with the original idea of printing on mulberry paper and then mounting them, would be on Dibond, a composite material of aluminum and essentially foam core. This material is a museum-quality standard for mounting and is lightweight. Cradles built onto the backs of the panels would serve as hanging points. These cradles would have "key hole" shaped grooves for hanging which would keep them from being easily knocked from the wall. Another option that I found was mounting points, which look like small metal cylinders that may be mounted to the wall and then hold Dibond-mounted images at their corners.

To the right is an image that I took of a similar but not exactly the same type of potential mounting—this image is in the Cincinnati airport and shows a digitally printed image mounted to plexi and supported by mounting points.

The next option that I'm investigating with Davis is the wallpapering alternative (and a questions I would have for the company is also the lightfastness).

- 4) How will or will the panels be sealed or coated and with what? How are they to be maintained? What if they get dirty or little hands touch them. Can and /or how are they cleaned?

The panels would be coated with a gloss varnish. They would then be either coated with an archival, UV-protectant coating or with plexi-glas. In consultation with a few companies that mount paper-based art to Dibond or Aluminum, they would want to test their liquid coating to make sure that it does not warp the mulberry paper. Robert at Museum and Gallery Services in the New York area, over the phone, thought that the gloss coating could create the seal necessary to add the archival, UV-coating. If that process proves unsuccessful, then the next route would be, along with the gloss varnish, a plexi-glas glazing.



I have since made a potential local contact for the mounting process, which means that I could easily supply the gallery/framing company with test prints and then be able to inspect all of the processes before deciding on the best option. I am an acquaintance with one of the gallery's lead preparators, and, if this route is a definite one, I am sure that I can figure out a better price for such services.

Cleaning in each case should be with a damp cloth and if needed with a mild cleanser but no abrasives.

Little hands! I hope to inspire such interaction, but I'm sure we'd all be happy if grape jelly or what not could be easily removed! I will include such grape-jelly-cleaning tests in my inspection of each potential mounting route.

5) Can a panel be on the "basement" door or could she paint on it to continue the mountains? – Can the artist work to provide a design that camouflages the door? Can the artist continue mountains across doors?

Is that what that door way goes to? I was wondering!

My original plan would work around it, but I'm happy to rework the design to incorporate a panel that would be bisected, covering the door and the space above it yet still allowing the door to be usable. As the committee has foreseen in their phrasing of this question, I believe we would have a couple of options.

If going the wallpaper route, then the paper could easily be cut with the demands of the space.

6) Has the artist reviewed the documents online with measurements of the space and the required fire safety items on the wall? Could the panels be cut or work around the exit signs, electrical boxes and thermostat?

I printed out the RFP and consulted with an interior designer as I was reading the specs. The plan includes ADA requirements, and I am happy to work with the actual space to make sure that art would work around/with the safety elements. The proposed panels would allow space or areas to be cut for outlets, safety features and other items. The panels may be adjusted to the space, being cut shorter and narrower, if need be. In the drawn proposal I included, the panels are 8 feet tall, beginning one foot off the ground. If the outlets near the bottom of the wall are a couple of inches higher than a foot from the ground, we could either hang the panels to accommodate or trim off the bottom portion. I did not see the height of the outlets listed or am not sophisticated enough in my new-architectural-spec reading skills to have figured that number out. ;)

So, we would hang the panels to allow for access to higher outlets/safety items by calculating their exact spacing on the wall and allowing for that amount of inches to be between the panels. If this option appears awkward in any way, then we will cut discrete but still accessible-to-the-outlet/safety item holes to fit.

When visiting in April, I would like to go to the space and get a feel for it in reality. I'd bring with me cut kraft paper and painters' low-tack tape to place and simulate the size and placement of the panels. This in-person visit pre-install will allow me to begin dealing with the inevitable surprises a site-specific installation always entails.

7) How is the artist planning to outline the mountains or will the text shape the mountains?

The text will shape the mountains.

8) What does she plan for the "sky"? Will that be a white area for reflections of the disks?

My original plan is to allow the color of the paper to be the sky—the color being a barely off-white, allowing for the light of the discs that project up the wall to have their own focus. I am happy to test other options for the sky, because, if I remember correctly, Park City often boasts beautiful blue ones.

9) How stationary are the disks? There is a concern that the movement of the disks would cause for motion sensors or alarms to go off at night when the building is secured.

This question is the one that stumps me. The discs are designed to rotate on their chains. I do not anticipate them swinging, but a gust of wind could cause such. In my many ephemeral art installations using this idea, I've used thread and aluminum foil, and even with these lightweight materials only direct wind would make them swing.

Could a motion detector be used that may allow for angling of the detection? The directional beams of the motion sensors could be angled so that they are not detecting against the wall but are directed more toward the center of the space and the other doorways. I am happy to alter where each disc is hung accordingly. I.e. if a disc is planned to go directly above a doorway that would be under a motion detector's beam, I would move the disc out of the beam's way.

Lee's note: "if the building is secured and there are no strong breezes that go through the area, this seems an unlikely scenario – and if the building is subject to a break-in and the discs move because a breeze comes in through the open door or window that has been breeched, and the discs DO cause the alarms to go off, this would seem to be an additional safety measure that might be welcome!"

I have continued to research and plan for this project and have secured a few options to fit the needs of the Library. I'm an experienced collaborator with people and different space's requirements. I've sent Jenny two versions of the detailed budget that I developed while working on the proposal. One does not include costs and the other does; I was not sure if the committee is examining this cost yet.

[REDACTED]

[REDACTED]

[REDACTED]

Again, many thanks for your looking into my proposal. I am excited to talk to the board on Monday evening...from sunny and warm Florida where I'll be visiting my parents!

--Danielle



City Council Staff Report

Subject: Interior Meter Replacement Project
Construction Agreement
Author: Griffin Lloyd, Water Project Manager
Department: Public Works, Water
Date: March 19, 2015
Type of Item: Administrative

Summary Recommendations:

Staff recommends Council authorize the City Manager to execute a Construction Agreement in a form approved by the City Attorney, with **CRS Mechanical Contractors, Inc.**, for construction of the Interior Meter Replacement Project in an amount not to exceed \$20,000.00.

Topic/Description:

Construction of water system improvements are in accordance with the Water Strategic Plan's Source Strategies & Policies as follows:

- Source, Water Quality and Infrastructure
- Maximize efficient use of existing City sources;
- Protect existing water sources;
- Ensure public health and safety is protected through quality water; and
- Maximize operational efficiency.

Acronyms and Abbreviations:

AMR Automatic Meter Reading
AWWA American Water Works Association
PCMC Park City Municipal Corporation

Background:

The Interior Meter Replacement Project is an integral part of the City's ongoing asset management of the water distribution system. The Project addresses the City's obligation to provide reliable water delivery and accurate billing to customers.

During the meter radio deployment in 2009-2011, all meters over 1.5 inches in size were tested and rebuilt as necessary to meet AWWA standards. The goal of the rebuild was to ensure all meters would be registering correctly. Currently water meters are repaired when consumption stops registering or we are notified of a problem.

In 2014 the first large meter replacement project was completed. Twenty-nine four to six inch meters were replaced that staff believed had prior issues. After replacement of the meters and evaluation of the project, staff found the new meters had captured more consumption. The projected payback period for these first meters is two years based on this data. The actual payback period may be shorter due to seasonal variations in

under-metering. During low flow non-peak times (spring or fall) these new meters capture a larger percentage of flow than the meters they replace.

As part of our regular replacement program, an additional thirteen (13) large water meter vaults were selected for rebuilding. These water meters were selected based on a prioritization of meter assessments and on reviews of water consumption data. None of the existing meter's condition presents a water quality issue; rather the issue is accuracy and condition of the metering equipment.

Based on the payback window identified through earlier replacements, staff intends to replace all meters four inch or larger over the next several years. Additionally, this work assists in water conservation efforts by ensuring that our customers are realizing the actual amount of water consumed and are aware of the cost of that water. It also helps address unaccounted for water (water losses within the distribution system and water use not metered).

Because these meters are located within buildings, and the risk and liability of the work, staff elected to subcontract the work to a licensed plumber in lieu of staff completing the repairs.

Proposed Construction:

The project consists of replacement and re-plumbing of thirteen (13) existing water meters. These are typically larger meters, four to six inch, serving customers with substantial water demands.

Selected contractor will work with PCMC to evaluate each location and provide a proposal for replacement. PCMC will supply the replacement meters, and the selected contractor will supply all labor, AMR transmitters, piping, valves, and fittings consistent with PCMC Design Standards, Specifications, and Standard Drawings.

To minimize the impacts of water service interruptions, the Water Department will be working closely with each affected residence or business to develop acceptable schedules for planned water outages. Because the meters are all located within buildings a permit to enter agreement will be in place with the owners and PCMC.

Analysis:

The request for proposals for the Interior Meter Replacement Project was advertised in the Park Record on 2/11, 2/14, 2/18, 2/21, & 2/25, 2015, online at utahlegals.com, and on the Park City Website beginning February 11, 2015. Two proposals were received and opened on February 26, 2015. Request for Proposals were chosen versus a bid proposal to verify the contractors experience with large diameter plumbing. The following summarizes the pricing evaluation of the RFQ:

Local preference was considered in the determination of the proposing firms. CRS Mechanical maintains an office in Summit County; however, it was the lowest proposer even without local preference.

While both proposers were well qualified, the rate schedule for CRS Mechanical scored higher in the proposal evaluation giving them a higher evaluation rating over Hills Construction for the project.

The contractors were evaluated by the following:

Evaluation Categories	Evaluation Category Weighting
• Personnel	5
• Pricing	10
• Firm Experience & History	8

Rate Schedule		
Description	CRS Mechanical	Hills Construction
Superintendent	\$52.50	\$85.00
Job Foreman	\$45.00	\$75.00
Laborer (Unskilled)	\$22.50	\$65.00
Office/Clerical	\$22.50	\$40.00
Material Markup	10%	15%

Each of the thirteen sites will be reviewed with the contractor and a work order prepared and approved with PCMC. It is estimated the meters, to be supplied by the Park City Water Department will total \$40,000. The Total Project Cost is not to exceed \$60,000 including the Water Department supplied meters. The City's Project Manager, Griffin Lloyd, will be working under the guidance of the Water Engineer.

Staff have reviewed the final price proposal and determined that the price is a fair value for the proposed work.

Department Review:

This report has been reviewed by representatives of Public Works, City Attorney's Office, and the City Manager's Office and their comments have been integrated into this report.

Alternatives:

A. Approve:

Council could authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with CRS Mechanical, Inc., for the construction of the Interior Meter Replacement Project in an amount not to exceed \$20,000.00.

B. Deny:

Council could deny the request for the agreement. Denying the request could result in a delay to the project as alternate construction methods are evaluated.

C. Modify:

Council could modify the request for the agreement. Modifying the request could result in a delay to the project as the impacts of the requested modifications on construction and/or management elements are evaluated.

D. Continue the Item:

Council could continue the request for the agreement. Continuing the request could result in a delay to the project until key elements can be addressed.

E. Do Nothing:

Staff does not recommend this alternative. Doing nothing would delay the construction of the project and impact reliable accurate water delivery to customers.

Significant Impacts:

	Preserving & Enhancing the Natural Environment (Environmental Impact)	Responsive, Cutting- Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Adequate and reliable water supply + Enhanced water quality and high customer confidence + Adequate and reliable water supply -	+ Well-maintained assets and infrastructure + Fiscally and legally sound + Streamlined and flexible operating processes
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Positive 
Comments:		

Funding Source:

The funding for the project is from water service fees and is part of the approved FY 15 CIP budget.

Consequences of not taking the recommended action:

The project components are essential to the Water Department's asset management. Delay to the award of construction for the project could impact the City's ability to accurately meter water usage in the City.

Recommendation:

Staff recommends Council authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with CRS Mechanical Contractors, Inc., for construction of the Interior Meter Replacement Project in an amount not to exceed \$20,000.00.

EXHIBIT A: Interior meter Replacement, Scope of Work

Scope of Services:

1. The Successful Contractor shall be responsible for the scoping of work for each assigned project and for construction contract administration until successful completion and acceptance of the project by the Owner.
2. All work necessary for the completion of the project shall be in accordance with the applicable provisions of the Park City Water Standard Details, Park City Building Code, latest edition, including referenced International Building and Plumbing Codes and all subsequent modifications and supplements.
3. The Successful Contractor shall perform any and all plumbing services incidental thereto. Successful Contractor represents that all tasks will be performed in accordance with generally acceptable professional standards and further represents that the advice and consultation provided shall be within its authority and capacity as a licensed contractor. Successful Contractor will comply with the regulations, laws, ordinances and requirements of all governmental impact applicable to any assigned project. Exact details of the basic services will be specified for each project assignment.
4. Services shall include site conditions review, costing, construction, and construction administration as described in the Request for Proposal.
Projects may include, but are not limited to: Renovations/alterations of existing building plumbing to facilitate water meter replacement/upgrade to include provision of new materials. New meters will be provided by Park City Water.

- | | |
|--|--|
| <ol style="list-style-type: none">1. <u>710 Main Street</u>
Remove 2" meter
2" copper piping and fittings
(2) 2" lockable gate valve
Replace 4" meter with Elster
EvoQ4 (Owner supplied)
4" Copper pipe
4" Copper tee
4" Flange adapters2. <u>738 Main Street</u>
Remove 2" meter
2" copper piping and fittings
2" lockable gate valve
Replace 4" meter with 4"
Elster EvoQ4 (Owner
supplied)
4" Copper pipe
4" Flange adapters | <ol style="list-style-type: none">3. <u>780 Main Street</u>
Remove 2" meter
2" Copper piping and fittings
2" lockable gate valve
Replace 6" Meter with 6"
Elster Evo Q4(Owner
supplied)
6" Copper pipe
6" Flange adapters4. <u>804 Main Street</u>
Remove 2" Meter
2" Copper piping and fittings
2" lockable gate valve
Replace 4" Meter with 4"
Elster EvoQ4 (Owner
supplied)
4" Copper pipe
(2) 4" Gate Valves
4" Flange adapters
4" copper tee |
|--|--|

5. 900 Main Street
Remove 2" Meter
2" copper piping and fittings
Replace 4" meter with Elster
EvoQ4 (Owner supplied)
4" Copper Pipe
(2) 4" Copper tee
4" Copper 90 bend
4" Flange adapters
(2) 4" Gate Valves
6. 1485 Lowell Avenue
Replace 4" meter with 4"
Elster EvoQ4 (Owner
supplied)
2" lockable gate valve
2" copper piping and fittings
(2) 4" Copper tees
4" Copper pipe
7. 2535 Kearns Blvd
Replace 4" meter with Elster
EvoQ4 (Owner supplied)
2" lockable gate valve
2" copper piping and fittings
4" Copper pipe
4" Flange adapters
8. 7715 Village Way
Remove 2" meter
2" copper piping and fittings
2" lockable gate valve
Replace 4" meter with Elster
EvoQ4 (Owner supplied)
4" Copper pipe
4" Flange adapters
9. 8777 Marsac
Remove 2" meter
2" copper piping and fittings
2" lockable gate valve
Replace 4" meter with Elster
EvoQ4 (Owner supplied)
(2) 4" FLxMJ adapters
4" Copper pipe
4" Flange adapters
10. 8880 Empire Club
Remove 2" meter
2" copper piping and fittings
2" lockable gate valve
Replace 4" meter with Elster
EvoQ4 (Owner supplied)
4" Copper Pipe
4" Flange adapters
11. 8886 Empire Club
Remove 2" meter
2" copper piping and fittings
2" lockable gate valve
Replace 4" meter with Elster
EvoQ4 (Owner supplied)
4" Copper pipe
4" Flange adapters
12. 8894 Empire Club
Remove 2" meter
2" copper piping and fittings
2" lockable gate valve
Replace 4" meter with Elster
EvoQ4 (Owner supplied)
4" Copper pipe
4" Flange adapters
13. 8902 Empire Club
Remove 2" meter
2" copper piping and fittings
2" lockable gate valve
Replace 4" meter with Elster
EvoQ4 (Owner supplied)
4" Copper pipe
4" Flange adapters



City Council Staff Report

Subject: WATER CONVEYANCE - 2013 PIPELINES PROJECT,
SEGMENT B
CONSTRUCTION AGREEMENT AMENDMENT NO. 2

Author: Griffin Lloyd, Water Project Manager

Department: Public Works, Water

Date: March 19, 2015

Type of Item: Administrative

Summary Recommendations:

Staff recommends Council authorize the City Manager to execute an Amendment to the 2013 Pipelines Project Construction Agreement, in a form approved by the City Attorney, with Cop Construction LLC., as Change Order No. 3 for an increase to the contract in an amount not to exceed \$372,202.45

Topic/Description:

Construction of the water improvements are in accordance with the Water Strategic Plan's Source Strategies & Policies as follows:

- Source, Water Quality and Infrastructure
- Maximize efficient use of existing City sources;
- Ensure public health and safety is protected through water quality; and
- Maximize operational efficiency.

Acronyms and Abbreviations:

HAZMAT – Hazardous Materials

HDPE – High-Density Poly Ethylene

PSI – Pounds per square inch

STAG – State and Tribal Assistance Grants

SWPPP – Storm Water Pollution Prevention Plan

UPDES - Utah Pollutant Discharge Elimination system

USEPA – United States Environmental Protection Agency

Background:

On August 4, 2014 Council Authorized the City Manager to execute a Construction Agreement in the amount of \$3,452,615.00 with COP Construction, Inc., to construct HDPE raw and potable waterlines with associated appurtenances. The Segment B (Judge Tunnel Portal to and across Park City Municipal Golf Course) work consists of approximately 2.6 miles of HDPE 12", 14", 16" potable and raw waterlines and appurtenances including precast vaults, valves, air release vaults, cathodic protection, directional drilling, pump station modifications, swab-pigging of an existing waterline, Golf Course restoration, asphalt restoration, and native landscape restoration. The

project is funded by Park City with assistance from the USEPA and State and Tribal Assistance Grants (STAG) program.

The Water Conveyance - 2013 Pipelines Project is an integral part of the City's planned raw water delivery and treatment system for the Judge and Spiro Tunnel sources. The Project addresses, in part, the City's obligation to permit the Tunnels under the Utah Pollutant Discharge Elimination System program (the Clean Water Act). The 2013 Pipelines Project – Segment B improvements, in conjunction with additional raw water and treatment plant improvements, will facilitate the treatment of Judge Tunnel source, at either the Spiro Water Treatment Plant site or, in conjunction with Segment A, the Quinn's Junction Water Treatment Plant.

Construction Agreement Amendment 1 (Change Order 1):

Included the re-alignment onto Norfolk Avenue to address easement negotiations. The realignment of the pipeline resulted in a price increase of \$461,128.15.

Change Order 2:

This change order resulted in a zero net price change and was executed to reconcile bid items for end of the year accounting.

Proposed Change Order 3:

1. Three Kings Drive Raw Water Line Segment

The substantial portion of Change Order 3 is related to a change to the alignment of the Judge pipeline across a portion of the Park City Golf Course to the Spiro Water Treatment Plant. Original bid included constructing the raw water pipeline through an existing golf course pond. The construction window for the work was limited and was restricted by golf course operation and by pond use for golf course irrigation and snow making. Additionally, to facilitate pipeline installation across the pond, dredging of the pond which was not part of the original pipeline contract, would have been required.

Prior to winter shutdown of the Judge pipeline construction, alternatives for this segment of the work were re-examined to avoid impacts of the pond crossing and required dredging.

Alternatives which were evaluated included routing the raw water pipeline around the pond, across golf course fairways, and through Hotel Park City property. These alternatives alignments, shown in Exhibit B, were reviewed for impacts, cost, and construction feasibility. The alternates were discussed with potentially impacted parties such as Hotel Park City and Golf Course representatives and found to be disruptive and not desirable by all parties. Additionally, the alignments resulted in an estimated net increase cost of \$163,000 beyond the selected alignment costs.

The preferred and selected alternative requires pipeline construction in Three Kings Drive. Impacts of construction within the roadway were discussed with the City Engineer and Transit Department. The outcome will result in one-way traffic during the road construction with appropriate signing provided well in advance of the construction zone and public service announcements.

Change order 3 includes the continuation of the 2013 Pipelines Project from the golf course to the entrance of the Spiro Water Treatment Plant.

The proposed pipeline realignment, reflected in Exhibit B, involves the following:

- A. Installation of 1,410 linear feet of HDPE raw water transmission line and appurtenances.
- B. One-way traffic along Three Kings Drive will be required during the duration of pipeline construction for the following reasons:
 - 1. To avoid existing utilities the proposed pipeline location within the street will likely result in construction equipment blocking the roadway during trenching operations
 - 2. The pipeline material, fused joint HDPE, requires a substantial length of trench to remain open for pipe joint fusing operations and installation. Alternative materials have been reviewed but determined to be inconsistent with the design parameters.
 - 3. Road closure will expedite construction thus shortening the duration of neighborhood impacts.
 - 4. The road closure, based on the proposed duration, has been discussed with the City Engineer and no objections have been expressed as long as construction is complete by June 20.
 - 5. One-way closure will be appropriately coordinated with impacted residents and emergency services such as Fire and Police. A traffic control plan and signage will be submitted for approval by the City Engineer.

2. 9th Street Sewer Lateral

Cost reflects removal and replacement of an existing 4" clay sewer line during the construction of the proposed pipeline in 9th street from Lowell Avenue to Empire. Because of the age of the line exact location is unknown. Replacement of the line will improve sewer flows to the property and eliminate costs of locating, excavating around the line, and repairing if encountered.

3. King Road to Quit „n Time Ski Run (Open Cut)

Three unsuccessful attempts were made to drill this segment of the Judge pipeline. To complete the pipeline segment open trench installation is required and will be paid under a time and materials contract method not to exceed the original bid item of \$282,000. Construction will include appropriate mitigation controls to prevent excessive scarring of the hillside and to avoid the dislodging of materials from the construction zone. Should time and material contract need to exceed original bid amount, a change order would be required.

Analysis:

Design engineer Bowen Collins and Staff have reviewed the contractor's final price proposal and determined that the price is a fair value for the proposed construction work. Staff has also compared the proposed pipeline realignment with the original bid line items. Key points of comparison are summarized below:

1. Change order work is consistent with bid item unit prices, adjusted for price escalation. The Three Kings Drive segment raw waterline work is \$370,285.
2. It is anticipated that if the Judge Tunnel raw water pipeline is installed in its original alignment, across the golf course pond, the cost of installation including dredging work would be similar to the proposed realignment change order cost.

Staff recommends approval of the pipeline realignment and associated Change Order No. 2 price.

The attached Change Order Number 3, Exhibit A, provides additional information and detailed costs for the above items.

Department Review:

This report has been reviewed by representatives of Public Works, Golf, the City Attorney's Office, and the City Manager's Office and their comments have been integrated into this report.

Alternatives:

A. Approve:

Council could authorize the City Manager to execute a Construction Agreement Amendment for Change Order No. 3, in a form approved by the City Attorney, with COP Construction, Inc., for the construction of the 2013 Pipelines Project – Segment B in an amount of \$372,202.45.

B. Deny:

Council could deny the request for the agreement amendment. Denying the request could result in a delay to the project with potential impacts to construction costs and existing STAG program funding.

C. Modify:

Council could modify the request for the agreement. Modifying the request could result in a delay to the project as the impacts of the requested modification on construction elements are evaluated.

D. Continue the Item:

Council could continue the request for the agreement amendment. Continuing the request could result in a delay to the project until key elements can be addressed.

E. Do Nothing:

Staff does not recommend this alternative. Doing nothing could delay the construction of the project with potential impacts to construction costs and existing STAG program funding.

	Preserving & Enhancing the Natural Environment (Environmental Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Managed natural resources balancing ecosystem needs + Enhanced water quality and high customer confidence + Adequate and reliable water supply + Reduced municipal, business and community carbon footprints	+ Fiscally and legally sound + Well-maintained assets and infrastructure + Streamlined and flexible operating processes
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Positive 	Positive 
Comments:		

Significant Impacts:

Potential disturbance to the adjacent neighborhood, which has been mitigated through reduced construction working hours, and enforcement of City noise standards.

Funding Source:

The funding for the project is from water service fees and is part of the proposed 5-year water CIP. Park City has secured financing assistance from the USEPA State and Tribal Assistance Grants (STAG) program for the project for up to \$1,973,200 on a matching basis. The total contract price including with this proposed amendment exceeds the total amount eligible for the STAG contribution, therefore this change order amount will not be eligible for the STAG contribution.

Consequences of not taking the recommended action:

The project components are essential to the Water Department's integrated water treatment approach to comply with the pending Utah Pollutant Discharge Elimination system (UPDES) permit for the Judge Tunnel. Delay to the award of construction for the project could impact the ability to meet UPDES milestones and also jeopardize the existing financing assistance from the USEPA State and Tribal Assistance Grants (STAG) program.

Recommendation:

Staff recommends Council authorize the City Manager to execute a Construction Agreement Amendment for Change Order No. 3, in a form approved by the City

Attorney, with COP Construction LLC., for an increase to the contract in an amount not to exceed \$372,202.45

Exhibits:

Exhibit A – Change Order No. 3 Cost Breakdown

Exhibit B – Golf Course Alternate Alignments

Exhibit A: Change Order Cost Breakdown

CHANGE ORDER

Order No. 03

Date: 02/18/15

NAME OF PROJECT: 2013 Pipelines Project – Segment B

PROJECT NUMBER: 155-12-01

CONTRACTOR: COP Construction

CONTRACT DATE: August 4, 2013

The following changes are hereby made to the CONTRACT DOCUMENTS:

3 Kings Alignment

Traffic Control	\$17,280
SWPPP	\$5,870
Furnish and Install 14" HDPE	\$257,720
7" Asphalt Restoration	\$68,390
2" Raw Water Air Vac 300psi	\$10,150
Staging Area Restoration	\$10,875
Total	\$370,285.00

9th Street Sewer Lateral

Furnish and Install 4" Sewer lateral and Appurtenances	\$1,917.45
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King Road to Ski Run (Open Cut)

PRICE

The method of payment will be based on time and material reimbursement for actual work performed, and documented material costs. Costs will be deducted from bid item 11, including prior attempts to drill this section.

Personnel

- Contractor shall be paid by PCMC for each hour of work directly performed by hourly personnel at the rate or rates listed below:
- The rates listed below include any and all direct cost, burden, overtime, overhead, general and administrative expense, material handling cost and profit chargeable by the Contractor to PCMC under this contract.
- Contractor is reimbursed only for the specific hours worked by their personnel for this specific work item, which have been authorized by PCMC representative. Contractor will not be reimbursed for any time not worked due to their personnel being directed by PCMC to leave, or not report to, the job site when PCMC deems it to be unsafe or useless to work at the site due to earthquake, fire, civil disturbance, hazardous materials (HAZMAT) incident, power outage, or other situations.
- Crew size will be limited to 1 superintendent, 3 operators, and 2 laborers.

Material

- Mark up on material will be set at 16% (10% Markup, 5% Overhead, 1% Bond)
- Any materials associated with the hourly labor required to be furnished by the Contractor shall be billed to PCMC at net cost to the Contractor and shall not include any profit or fee.

- c. Stock Materials. A contractor may use common materials taken from their stock supply. In order to request reimbursement for these items, please provide invoice from original purchase.

Equipment

- a. The Contractor shall provide all equipment as required to perform the work described in the Work Order. All costs applicable to the equipment owned by the Contractor shall be considered as indirect costs and reflected within the Contractor's overhead. Any special equipment not provided herein that may be required in the performance of a Work Order hereunder shall be billed to PCMC at net rental cost to the Contractor and shall not include any profit or fee.
- b. The need for any special equipment not provided in the Contractor's list of Equipment, that may be required in the performance of a Work Order, shall first be discussed with the Water Dept. Representative at the time the particular Work Order is prepared and issued and shall receive the representative's written approval prior to its rental or use.
- c. The cost of extraordinary operating expendables, such as certain ground engaging components (ie: hammer and drill bits, drill steel, augers, saw blades, and tooth-bits, bucket teeth, etc) are normally excluded because of their highly variable wear patterns."
- d. Minor equipment and hand tools are considered overhead costs and are not reimbursable under the Construction Agreement.
- e. Equipment Non-operating "Standby" Charges are NOT allowable as a direct charge to this Contract and are not billable on the invoice unless otherwise specifically approved in the Work Order.
- f. Rental, operating hours, daily or monthly rates for items with a new purchase price under \$500 are not reimbursable under the Construction Agreement.
- g. Rental charges that exceed the purchase price of the item are not reimbursable under the Construction Agreement.
- h. Tax on rentals is reimbursable. However, security deposits, rental insurance/protection, damage waivers, charges for returning equipment damaged, etc., are not reimbursable. Fuel for rental equipment will be reimbursed with receipts and verification by PCMC.
- i. The Operating Cost Per Hour for equipment includes the following expenses including fuel, lubricants, the cost of labor and parts needed for routine, daily servicing of the equipment, repairing and/or replacing small components such as pumps, carburetors, injectors, filters, belts, gaskets, and worn lines, tires, etc., but does not include operator's wages
- j. Equipment will be limited to the equipment listed below. If additional or alternate equipment is required it must be approved by PCMC representative.

Rates:

<u>Labor</u>		<u>Equipment</u>	
Superintendent	\$69.10	314 Excavator	\$62.31
Operator/Foreman	\$40.20	308 Excavator	\$47.41
Operator	\$35.90	950 Loader	\$64.99
Laborer	\$25.90	Crew Truck	\$18.41
		Job Truck	\$19.66

Total Change to CONTRACT PRICE: (Increase)..... \$372,202.45

Original CONTRACT PRICE: \$3,452,615.00

Current CONTRACT PRICE adjusted by previous

CHANGE ORDER(S) \$3,913,743.15

The new CONTRACT PRICE including this

CHANGE ORDER is \$4,285,945.60

The CONTRACT TIME is increased by 0 calendar days.

The CONTRACTOR agrees to furnish all labor and materials and perform all work as necessary to complete the change order items for the price named herein, which includes all supervision and miscellaneous costs. This change order constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this change order the CONTRACTOR agrees that the change order represents an equitable adjustment to the Contract, and further agrees to waive all right to file a claim arising out of or as a result of this change. This document becomes part of the Contract Documents, and all provisions will apply hereto, upon approval by the OWNER.

Recommended:

ENGINEER Date

Accepted:

CONTRACTOR Date

Approved:

OWNERS PROJECT MANAGER Date

Exhibit B: Judge to Spiro Alignments





City Council Staff Report

Subject: Public Art for the Tunnel Located on the Poison Creek Trail
Author: Jenny Diersen
Department: Sustainability
Date: Thursday, March 19, 2015
Type of Item: Administrative – Consent of Location

Summary Recommendations:

The Park City Public Art Advisory Board has accepted the proposal from Danny Stephens, Miguel Galaz, Jessika Jepson and Halee Jean (here on referred to as Artist Team) who are student artists at the University of Utah. Professors Rosi Hayes and Lindsay Larson will also help to oversee this project proposal. The Artist Team would like to donate a collaborative, community piece of Public Art for the Poison Creek Trail Tunnel located at approximately 100 yards north of Vinto. City Council is being asked to authorize the location of the project and allow the Artist Team to enter into a Volunteer Policy Agreement. Though the artist and his team have shown that they have their own financial support to complete and donate the project, the Public Art Board is asking for approval in the amount of two hundred dollars (\$200.00) to be used in the project if needed to supplement permitting costs. The project is not to exceed costs as provided by the City in the amount of two hundred dollars (\$200.00).

Topic/Description:

Approval for the location of Public Art for the Poison Creek Tunnel.

Background:

The Park City Public Art Advisory Board was approached by students at the University of Utah who are working to obtain their Undergraduate Degree in Art Teaching. The Artist Team is enrolled in Arts In Community and an Art Teaching Practicum Classes and seek permission to complete a community mural on the Poison Creek Trail approximately 100 yards from Vinto. Though the students will be advised by their professors it is their sole responsibility to complete the project. The Public Art Advisory Board did not release a Request for Proposals or Qualifications for the space. The Public Art Advisory Board is recommending that Council approves the location of the Proposed Public Art piece, with guarantee of completion by August 31, 2015. Funding for the art comes from comes from the Public Art Advisory Board CIP Account established when the Public Art Advisory Board was initially created. The Board is requesting that a maximum of \$200.00 for the project be allowed for additional funding for the project.

Staff was approached independently by the student group to complete a project within Park City boundaries. The students suggested the location, as they find it to be a Main corridor for walking and biking traffic in the summer and winter months. Staff initially brought the report to the Public Art Advisory Board for approval. The Board requested that the Artist Team who were proposing come present and allow for questions,

answers and responses to concerns they have. The Board finds the piece to be unique in its tie to community involvement and creation.

Artwork will be placed on the Tunnel of the Poison Creek Trail located approximately 100 yards after Vinto.

Analysis:

The Public Art Advisory Board received one request, without solicitation, for a donation and creation of a community mural to be located at the tunnel on the Poison Creek Trail located approximately 100 yards north of Vinto. The Artist Team has the ability to work in an aggressive timeline and are excited to involve the community in the process throughout the completion of the piece.

Mr. Stephens, one of the students of the Artist Team, has a passion for the visual arts and community involvement in creating site specific works. After being inspired by artists of Brazil and the TED talk, Haas Haan: How Painting Can Transform Communities, Mr. Stephens and his classmates approached the Public Art Board with their proposal. The group of student artists from the University of Utah decided that their role is to bring art into communities, and educate others on its power to heal, transform and bring people together. The project is aimed at providing the community of Park City with a meaningful piece, of which anyone can participate in creating, that depicts the transient nature of its inhabitants. The goal is to involve both citizens and visitors in the creative process. Their design is diverse in colors, movement and form which is a representation of the culture that keeps the town's pulse alive.

Mr. Stephens design of the piece, will be created with painting techniques. Concrete primer, Stencils for ease of use by the community at a size of approximately one and a half feet (1 ½ ft.) on each side will be used to create the installation. Though stencils will vary in size, at no time should a passerby have to wait to participate, the design is as such to allow continuous creation. In addition the artists will clean and prime the wall beforehand, and seal their design with a sealant to ensure minimal maintenance needs. Paints will be water based and approved before use. Any permits that are necessary to operate will also be approved by the Planning and/or Building Departments. The students will also work with Staff including the Trails Coordinator and Community Engagement Liaison during the creation of the project.

The Artist Team is also willing to work around weather barriers and feel confident that they can complete the project in the timeframe given. They will ensure that the piece and site are completely clean, presentable and safe when leaving the area and upon completion of the project.

Scope of Services:

The scope of work includes fabrication of the painting, community outreach, delivery, and on-site installation. The artwork will be created with community and public input, both with collaborative efforts from the community, local businesses at the on-site location. Date of installation will begin no sooner than May 1, 2015, project completion will be no later than Sunday, August 31, 2015. At any time during the creation of the

piece, the Poison Creek Trail must be made passable by to pedestrians or bikers, or other users that need access to the path. All community participants will also be required to enter into the Volunteer Policy Agreement.

Department Review:

Legal, Sustainability and Executive Departments have reviewed the proposal and comments have been incorporated into the report. Staff will work with the Building Department to obtain necessary approvals.

Alternatives:

A. Approve:

The Council authorizes the location of the Public Art Mural on Poison Creek, approximately 100 yards North of Vinto. The Artists Team and any community members who participate in the project will be required to enter into a Volunteer Policy Agreement. The Public Art Mural City costs are not to exceed two hundred dollars (\$200.00) for permitting. This is Staff's recommendation.

B. Deny:

The Council could decide to deny the project and the installation of art in the Tunnel would not happen.

C. Modify:

The Council could ask staff to modify the proposal

D. Continue the Item:

The Council could request continuation of the item to a future meeting.

E. Do Nothing:

The Council could make no action, and there would be no Public Art Mural in the Tunnel.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Balance between tourism and local quality of life + Accessible and world-class recreational facilities, parks and programs + Varied and extensive event offerings + Safe community that is walkable and bike-able (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	☐ Community gathering spaces and places + Vibrant arts and culture offerings + Physically and socially connected neighborhoods + Part-time residents that invest and engage in the community (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Neutral 	Very Positive 	(Select from List)
Comments: 				

Funding Source:

Funding for the art comes from comes from the Public Art Advisory Board CIP Account established when the Public Art Advisory Board was initially created.

Consequences of not taking the recommended action:

No Public Art Mural will be installed in the Tunnel located approximately 100 yards North of Vinto, and therefore the donation would not be accepted.

Recommendation:

The Council authorizes the location of the Public Art Mural on Poison Creek, approximately 100 yards north of Vinto. The Artists Team and any community members who participate in the project will be required to enter into a Volunteer Policy Agreement. The Public Art Mural City costs are not to exceed two hundred dollars (\$200.00) for permitting. This is staff's recommendation.

Attachments:

- Exhibit A – Image of tunnel location for proposed Community Mural
- Exhibit B – Map of tunnel location on Poison Creek Trail
- Exhibit C – Concept Painting of Community Mural

Exhibit A - Image of tunnel location for proposed Community Mural



Exhibit B - Map of location for Poison Creek Tunnel Mural

Poison Creek Tunnel Art Location

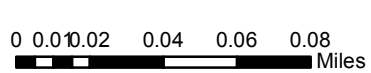


Exhibit C - Concept Painting of Community Mural



City Council Staff Report



Author: Matthew Twombly
Subject: Main Street Improvements - Award of Construction Manager at Risk (CMAR) Contract
Date: March 19, 2015
Type of Item: Administrative - Award of Contract

Sustainability

Summary Recommendation –

Staff requests authorization to proceed with the Main Street Improvements Project and authorize the City Manager to enter into a construction manager at risk (CMAR) contract in a form approved by the City Attorney's Office with Miller Paving Inc. in the amount of Seven Thousand Two Hundred Dollars **(\$7,200)** for preconstruction services.

If a Guaranteed Maximum Price (GMP) is agreed to after bidding the project then the GMP will be the cost of construction (~\$700,000), the 7% Manager's fee on the cost of construction, general conditions, bonds, contingency and any allowances. The total GMP is estimated at approximately \$900,000.

Acronyms in this Report:

CM	Construction Manager
CMAR	Construction Manager at Risk
CMGC	Construction Manager General Contractor
GMP	Guaranteed Maximum Price
HDDR	Historic District Design Review
HPCA	Historic Park City Alliance
PCMC	Park City Municipal Corporation
QBS	Qualification Based Selection
RFP	Request for Proposals
RFQ	Request for Qualifications
SOQ	Statement of Qualifications

Topic: Main Street Improvement Project – Award of Contract.

Background:

On February 26, 2015 Council authorized the City Manager to enter into a professional service provider contract with MGB+A for the design, engineering and construction management for the 2015 streetscape improvements which includes the sidewalks on the East side of Main from 4th Street to the Brew Pub Plaza and the West side of Main from 5th Street to 4th Street..

The same design and materials will continue this third year of sidewalk construction. These improvements include granite curb, granite pavers (alternating pattern), concrete bands, new water meter vaults, storm drain and catch basins. Street lights and site

furnishings such as trash cans and benches will be purchased by the City. The street lights will be installed by the contractor as part of the construction contract.

As the 2014 projects were finishing in December and again in February, staff and the HPCA director held meetings to layout the 2015 and 2016 projects. As the Brew Pub Parking lot was delayed due to discussions about a gondola, this project has now returned to the top of the project list. Staff has begun the platting and planning process for the Brew Pub project, but it will take a considerable amount of time to plan and vet the design and engineering. In order to continue with the sidewalk portion of the project, these projects were separated.

Because the timing of the Brew Pub construction is still unclear, staff is also proceeding with the surveying, platting and planning process for the Miner's Plaza. Staff is still strategizing whether to proceed with both the Brew Pub and Miner's Plaza under one design contract and a phased approach to the projects, however combining the projects may potentially slow one project in favor of another. Staff is planning for the Miner's Plaza construction to begin in the Spring of 2016 and finish that Summer. As the planning and design will take more time than the sidewalks but less than Brew Pub, staff completely separated the sidewalk project from both of the other two projects. This contract is only for the Main Street sidewalk improvements between 4th and Brew Pub on the East and 4th and 5th on the West.

Staff wanted to use the CMAR type delivery instead of the traditional Design/Bid/Build delivery for the 2015 Main Street projects because of the ability of the contractor to work with the design team prior to going to bid to assure that cost estimates are accurate, starting a rapport with the HPCA and businesses prior to construction, and also to give flexibility in procuring long lead items. Seeing as this delivery method was used successfully in 2013 and 2014, staff felt it appropriate to use this type of project, to bring on a construction manager to help with cost estimating, design/construction solutions, and scheduling in order to begin the sidewalk construction in early May.

As defined in the City's purchasing policy: **Contracts for Professional Services, where the Service Provider is responsible for Building Improvements/Public Works Project (Construction Manager / General Contractor "CMGC" Method)** are contracts where the City contracts with a "Construction Manager/General Contractor" which is a contractor who enters into a contract for the management of a construction project when that contract allows the contractor to subcontract for additional labor and materials that were not included in the contractor's cost proposal submitted at the time of the procurement of the Construction Manager/General Contractor's services. The CMGC contract is exempt from competitive bidding. The selection of CMGC contracts shall be based on a documented evaluation process such as a Request for Proposals (RFP), Statement of Qualifications (SOQ), Qualification Based Selection (QBS), etc. The CMGC will implement all bid packages and subcontractors under a competitive bid requirement as required in the City's purchasing policy. The purchasing policy requires that the Project Manager will attend the award of all subcontracts which meet the threshold requirements in which the State Code (and our purchasing policy) requires a

sealed bid if it was bid individually. The proposed CM/GC contract also requires that any competitive quotes for items of work between \$15,000 and the State Code amount (approximately \$135,000) will use the City's Local Bidder Preference.

The Construction Manager/General Contractor (CM/GC) is also referred to as a Construction Manager at Risk (CMAR) and the terms are interchangeable. As the CM/GC is defined in the City's purchasing policy and the CMAR is used in the agreement, staff felt both terms should be noted in this report. The CM/GC construction method is different from the traditional Design-Bid-Build method in that the contractor is brought on board during the design phase as a professional service provider to work with the project team to help reduce construction costs, improve quality control and most importantly improve schedule with early mobilization and phased bidding and construction.

Analysis:

The Request for Qualifications (RFQ) for construction contractors was advertised on February 21 and 25, 2015 in the Park Record and February 20 and 21, 2015 in the Salt Lake Tribune. Additionally, the RFQ was posted on the City's website and at utahlegals.com.

Park City's purchasing policy states that Contracts for Professional Service where the Service Provider is responsible for Building Improvements/Public Works Project CM/GC method) are exempt from competitive bidding. The selection of CMGC contracts shall be based on a documented evaluation process (such as a Request for Qualifications (RFQ)). Usually, emphasis will be placed on quality, with cost being the deciding factor when everything else is equal.

There were five members of the project team responsible for selecting the CMGC contractors. These were Alison Butz (HPCA) Craig Sanchez, Jonathan Weidenhamer, Matt Twombly, and Dave Gustafson (PCMC). The selection committee met on March 10, 2015 to discuss the only proposal by Miller Paving. There were roughly 6-7 general contractors, 1-2 subcontractors, and 3 plan rooms or plan distribution companies who requested the RFQ/RFP in response to the advertisement in the paper and on the web.

In review of the proposal and based on previous experience, staff proposed, proposed work plan (scheduling), quality control, minimizing impacts to business, and additional considerations the committee recommends Miller Paving as the sole proponent on the project. The proposed Pre-construction Services fee, estimated General Conditions, Bond and the Construction Manager's Fee were also considered. The proposed fee of 7% is the same as last year, and the estimated general conditions are in line with last year as well. As Miller has performed the past two years as the Construction Manager on the Main Street Improvement projects, the committee felt that recommendation of the award to the sole proponent was in the best interest, rather than postpone the project in hopes that other firms may propose on the project.

Proposal	Pre-construction Services	Manager's Fee based on \$700,000	Estimated General Conditions (including Bond)
Miller Paving Inc.	\$7,200	7% or \$49,000	\$116,125

The Pre-construction services is explained below. The Construction Manager's fee is the cost to manage all the subcontracts on the project including self-performed subcontracts. The estimated general conditions (GC's) are the overhead including project manager, superintendent, clerical, scheduler, estimator purchasing and other personnel time for the construction of the project. The GC's also include vehicles used to, from, and on the job. There are also other permit fees, construction surveying, signs and other temporary measures such as ramps and barricades. These are only estimated at this time until the actual cost can be determined at the time the GMP is set. The Bond price is the actual percentage contractor's pay for payment and performance bonds on the total Guaranteed Maximum Price.

The CMAR contract at this time is contracting for preconstruction services of \$7,200. The preconstruction services include four sections of work. These are for Plan Review and Comment, Preparation of Construction Schedules, Preparation of Bid estimates, and Miscellaneous Services. The Plan review is for the Project Manager and Superintendent to check the drawings, specifications and documents for accuracy, quantities, availability of materials, cost, and build-ability. The preparation of schedules will be for each portion of the project, event coordination, coordination with Questar Gas the HPCA, PCMC, property owners, dining decks, managers, employees, deliveries, and the public. The Bid Estimate will include subcontract bid documents, advertisement of bids, review and tabulation of bids, preparation of contracts with the subs, preparation of the GMP to PCMC. Miscellaneous Services is for travel, printing of plans, advertisement costs and the like.

The \$7,200 is below the amount requiring Council award; however if the project goes forward and a GMP can be negotiated, then the City will amend this CMAR contract for a total contract of approximately \$900,000 for the work outlined above. Staff anticipates returning to Council with the first Amendment to the contract for the GMP in mid April. The estimated budget for this portion of the Main Street Improvements project is \$900,000. Seeing as the team wishes to start as soon as possible, the Construction Manager (CM) will bid the project consistent with State code and City policies with the documents at 70 to 90%. As the Construction Manager will be proposing a price with the bid documents incomplete, they will also include a contingency.

Because the project is in the Soils Ordinance Boundary, the CM will include an Allowance for the hauling of the contaminated soils. This allowance will be based on the estimated excavation quantities from the 70-90% completed plans. The actual

quantities are measured at the repository. The City will separately pay the tipping fees to the repository to accept the soils.

After bidding the project the CM will then propose a Guaranteed Maximum Price (GMP) that includes a detailed schedule, cost of the work based on the subcontractor bids, actual General Conditions, Construction Manager's Fee, Bonds, Contingency and any Allowances. Staff will return to Council for award of the Amendment #1 to the CMAR Agreement for the GMP after the project is bid by the CM. For example, if the GMP is \$900,000, included in the GMP we will pay the Construction Manager a Managers Fee of \$49,000 (7% of \$700,000) plus general conditions (estimated at \$116,000 including \$14,000 in bonds), contingency and allowances. The majority of the GMP is the cost of the work, or the subcontractor bid amounts, of which the construction management firm may bid on subcontracts for the work. This is estimated at \$700,000. There is no CM fee on the general conditions, or bonds. The CM fee will also be applied to actual costs incurred against the contingency and allowances.

Construction Impacts to Main Street

In order to minimize impacts, the project team is considering an Early Mobilization package for Amendment # 1 to the CMAR. This will allow the construction to begin on the Main Street sidewalks while other portions of the project require additional design and approvals. This phased strategy was used on last year's projects to enhance the schedule. Staff will subsequently return to Council for an Amendment #1 for the remainder of the project.

The Questar main and lateral gas line replacement for Main Street between 4th Street and Brew Pub on the West side is anticipated to start April 13, 2015. The project team is coordinating with Questar for their construction and staging. The schedule is being communicated to the HPCA in regular updates. Questar is also communicating directly with their customers where improvements to the gas lines need to be made inside the buildings.

The gas line work is anticipated to take approximately 10 weeks. To limit impacts only small sections of work will be completed at a time. Questar will be using flaggers to maintain traffic. There may be some displacement of parking on the opposite side of work and minor impacts to deliveries. Sidewalks will remain open during the Main line installation but will require re-routing for the lateral line installation to the buildings during work hours at the locations of work. There will be further public outreach and coordination closer to beginning work and when their schedule is formalized. Questar will be much further ahead of the City's project so asphalt patching will be made on the sidewalks and in the roadway until the sidewalk improvements are made.

Much like the Questar project, the City and contractor intend to limit impacts by completing small sections of sidewalk at any time and move along the Street. The contractor has guaranteed access to all businesses. The contractor may need to request additional time beyond the normal hours of work to minimize impacts to businesses. Similar to Questar's work, in order to maintain pedestrian and vehicular

traffic, a limited amount of parking on the opposite side of the project will need to be displaced during work hours.

The project team has been coordinating with the HPCA board and infrastructure committee. Once the contractor is on board, the construction schedule and impacts can be better coordinated between the City and HPCA.

Department Review: This report has been reviewed by representatives of Sustainability, Legal, and the City Manager's Office and their comments have been integrated into this report.

Alternatives:

- A. Approve the request, and authorize the City Manager to enter into a construction manager at risk (CMAR) contract in a form approved by the City Attorney's Office with Miller Paving Inc. in the amount of Seven Thousand Two Hundred Dollars (\$7,200):**

If a Guaranteed Maximum Price (GMP) is agreed to after bidding the project then the GMP will be the cost of construction (~\$700,000), the 7% Manager's fee on the cost of construction, general conditions, bonds, contingency and any allowances. The total GMP is estimated at approximately \$900,000. (Staff recommendation)

- B. Modify the request: Council could choose to modify the project and redo the CMAR selection process, which would delay the project.
- C. Deny the request: Council could choose to not continue with the project at this time.
- D. Continue the Item: Council may feel there is not enough information to make a decision, which will delay the project and the proposed schedule.
- E. Do Nothing: Same effect as continuance.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Balance between tourism and local quality of life ~ Varied and extensive event offerings + Accessibility during peak seasonal times + Safe community that is walkable and bike-able + Internationally recognized & respected brand (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	- Managed natural resources balancing ecosystem needs ~ Enhanced water quality and high customer confidence ~ Reduced municipal, business and community carbon footprints ~ Economically and environmentally feasible soil disposal (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	~ Preserved and celebrated history; protected National Historic District + Shared use of Main Street by locals and visitors + Entire population utilizes community amenities + Community gathering spaces and places + Vibrant arts and culture offerings (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	+ Well-maintained assets and infrastructure (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Negative 	Very Positive 	Positive 
Comments: Events and accessibility may have temporary negative impacts during construction, but the improvements are positive in the long term. Storm water improvements will have a neutral effect on water quality. The carbon footprint will be neutral even though more resources are used due to the maintenance and lifecycle costs of the materials we are considering for Main Street. The historic side is neutral in that we will celebrate historic sites and provide information, but many may consider the improvements less than desirable as historic.				

Funding Source:

There is currently approximately \$900,000 estimated for the 2015 Main Street Improvement projects out of the \$15M 10 year project budget. Sustainability, Public Works, Planning, Engineering and other City staff resources will be required to complete the project.

Staff Recommendations:

Staff requests authorization to proceed with the Main Street Improvements Project and authorize the City Manager to enter into a construction manager at risk (CMAR) contract in a form approved by the City Attorney's Office with Miller Paving Inc. in the amount of **Seven Thousand Two Hundred Dollars (\$7,200.00).**

If a Guaranteed Maximum Price (GMP) is agreed to after bidding the project then the GMP will be the cost of construction (~\$700,000), the 7% Manager's fee on the cost of construction, general conditions, bonds, contingency and any allowances. The total GMP is estimated at approximately \$900,000.

**Exhibit A: Fees, General Conditions, and Scope of Services for the
Preconstruction Services**

Exhibit A – Scope of Services

**PARK CITY MAIN STREET
2015
FEES AND GENERAL CONDITIONS
MILLER PAVING INC.**

PRE-CONSTRUCTION SERVICES	\$7,200.00
CONSTRUCTION MANAGEMENT FEE	7%
ESTIMATED GENERAL CONDITIONS (including Bond)	\$116,125.00

PARK CITY MAIN STREET
2015
PRECONSTRUCTION SERVICES WORK PLAN
MILLER PAVING INC.

PLAN REVIEW AND COMMENT

Plans will be reviewed by the Project Manager David O. Harrison and Jeff Hudson General Superintendent

ESTIMATED PLAN CHECK HOURS 20 AT \$65.00	\$1,300.00
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PREPARATION OF MAIN STREET CONSTRUCTION SCHEDULE

ESTIMATED CONSTRUCTION SCHEDULE PREPARATION HOURS 30 AT \$65.00	\$1,950.00
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CLASSIFIED ADVERTIZING OF PROJECT FOR SUBCONTRACTOR BIDS LS	\$300.00
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PRINTING COSTS FOR SUBCONTRACTOR PLANS	\$400.00
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TABULATION OF SUB BIDS AND PREPARATION OF FINAL BID PRICING

ESTIMATED OFFICE PROJECT MANAGER HOURS 50 AT \$65.00	\$3,250.00
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TOTAL	\$7,200.00
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**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
January 29, 2015**

Closed Session

To discuss Property, Personnel and Litigation

Work Session

Council Questions and Comments and Manager's Report

Council member Henney attended the Police Quarterly meeting stating it was great to see all the awards given. He was a bus host, riding the bus during the festival telling the riders about the new transit app. He also participated in a "ride along" with Chief Carpenter, whom he stated had a great presence and was very well respected at all the venues. Stated the Day at the Leg was great.

Council member Matsumoto congratulated Craig Sanchez on the nice letter that was sent to the council from the HPCA. Thank you to the Planning Department for putting together the We love our Historic District meeting on the 18th. Appreciated the updates from the "command center" regarding Sundance. Attended the Chamber board meeting where they discussed the push for Martin Luther King occupancy.

Council member Peek discussed his "ride along" with Sgt Randall. Attended the Day at the Leg with Leadership

Council member Simpson thanked everyone for working so hard to make the first weekend of Sundance a success. Attended a Women's Leadership function where Sara Pierce was honored as one of the top 10 honored at this celebration that had teamed with the Geena Davis foundation. Also thanked staff and Karen Anderson, new Leadership administrative assistant, for the great Day at Leg.

Council member Beerman thanked all the staff that has ramped up for the Sundance festival. On Friday night spent an hour walking through buildings with the code enforcement team. Spent time with the transit guys where they walked them through the software where he found that you can set up a profile to send a text or email to send alerts. Also congratulated Craig on the complimentary letter from the HPCA. Attended the Leadership day on the Hill, thanking Matt, Ann and Karen. Attended the Locals Day with Mayor Thomas, Matt and Mark Harrington where they discussed transportation on a creative level above and beyond roads. Attended Mountain Accord System group meeting where they have pushed the decision day to the first week of April

Mayor Thomas had a great visit of Courchevel France where they toured the facilities stating he will be giving a full update during the Feb 12th meeting. He also enjoyed the Local's day.

McPolin Barn Preservation and Structural Plan discussion

Denise Carey, Hannah Turpin & Anya Grahn, Planning Ann Oliver, SWCA, and Brett Goodwin, Structural Consultant along with members of the of Friends of the Farm discussed the McPolin Barn Preservation. Carey stated that following the work session they dove into the study and found it to be quite daunting. Carey spoke to the water system pressure valve that the Water department will put in by spring. Goodwin spoke to the structural engineer's report touching on the findings. He stated that the roof is extremely stressed at over capacity for snow load up to 600% as well as the high wind/horizontal load. Goodwin outlined four options. First, no change would allow use as long as the wind was under 40 mph and had no snow load. Second, Dangerous Building use where it would be tagged as a dangerous building but could be used under the same condition as no change. Third, Code level upgrade fixing the gravity items and exchange the cable bracing and bring in steel as well as seismic upgrades and windows and lighting and ADA upgrade. Fourth, Full upgrade if it was desirous to use as a fully functioning building.

Council member Simpson inquired if any of the upgrades would allow public access to the second floor. Goodwin clarified that the full upgrade

Council member Matsumoto stated that in the report she read they were looking at 2x4's and plywood sheeting and she expressed her concerns with keeping the historic look and feel. Goodwin stated that they have talked about that exact issue with the Friends of the Farm and they are very important aspects.

Council member Peek also interjected his concern about keeping it historic and is fine with the steel and showing the old and new upgrades.

Council member Simpson inquired if staff has the cost for the full upgrade. Goodwin stated that the full upgrade would require decisions on what the use was before cost can be proposed.

Mayor Thomas stated that his office is in a barn and he has upgraded that barn and knows the cost and feels that replacing the cable bracing would aesthetically make it look and feel more authentic. Stated that the important issue for him is to strengthen the building but keep it authentic.

Council member Peek stated that he is in favor of the fire sprinklers and keep it standing upright.

Ann Oliver, touched on the preservation plan including historical research, evaluations of current conditions, recommending overall treatment and individual features as well as cost estimates.

Council member Matsumoto inquired if preserving it now would preclude from a full restoration. Oliver stated that it will not hinder the progress in the future.

Council member Beerman stated that he supports what Peek said that they do not want another coalition building and supports the preservation.

Carey discussed the Friends of the Farm recommendations stating that they are recommending the code level upgrade, moving the signs up to the farm, picnic pavilion across from the farm as well as putting focus on the tunnel. Discussed tree preservation, maximize the community events sponsored by PCMC open to the public to purchase tickets. Carey stated that for an outdoor event it is 150 people and an indoor event it is 100 people per event. Farm folks

suggested that the CUP process be changed for the City to be able to hold city meetings there as well for example transit training etc.

Council member Matsumoto inquired if the Friends of the Farm had discussed holding private events to help make money. Carey stated that the Farm does not hold private events in high priority as it is an open park and they would like to keep it a community space.

Council member Simpson stated that as a liaison to the Farm they have held many robust discussions to keep it open to the community. Stated that fundraising is hard work for not a lot of money and it could be a private fundraiser lottery weddings etc

Council member Beerman inquired what the Farm folks would think of holding private events to raise money.

Council member Matsumoto inquired why it would only be available to staff only and would not want to set a negative precedence. Oliver stated that the Farm is maxed out on staff time with the 3 events and parking is also an issue.

Council member Henney stated that he is in agreement with everyone that preservation of the barn is very important. Inquired what the preservation of the barn play into the events that are currently held on the property. Inquired about the cost breakdown of the 1,000,000 dollar code level upgrade asking if it would it be better to call it a dangerous building.

Mayor Thomas stated it is a very sensitive site and is a moniker for Park City and would like to see what the community would like to see as to the future of the Barn and the property.

Council member Matsumoto stated that she agrees with Henney that the current events use the shed and outside area and would not affect the events. She too would also like reassurance that the preservation will not screw up the barn in this process. She also agrees with the aspect of public outreach.

Council member Simpson clarified that she was not looking at intensifying the use when she commented on running it like the pavilion at City Park. She too agrees with the public outreach.

Council member Henney also agrees that the missing piece is the community input regarding the use of the Barn.

Council agreed that they are 100% in favor of preservation.

Goodwin stated that they also did an evaluation of the building across the street that needs immediate maintenance.

Council member Beerman clarified that he is hearing that the Council is looking at moving from minimal use to light use. Council concurred.

Oliver stated her hope was to have the input from the Friends of the Farm and Council to present the use options to the community for input. Council disagreed that they would like to hear from the public prior to making any ramifications.

Council member Simpson also commented that it would help to reach out to "let's talk park city"

with specific questions.

Turpin stated the Barn turns 100 in 2020 and staff would like to see the improvements completed by then.

Council member Simpson stated that on Nov 7, 2015 it is the 25th Anniversary of the purchase of the Farm and she would like to have a party. Council concurred.

Renewable Energy Update

Matt Abbott outlined the progress of our renewable energy progress. Showed the Park City carbon footprint and the nation's average as well as Utah's average. He then pointed out the potential portfolio. Discussed the current portfolio pointing out the internal efforts to include: ASTI, SWEEP, C-PACE and renewable energy fee waiver program. Discussed the planned projects including: Micro-hydro at Spiro and Quinn's. Discussed the possible projects to include: large solar array and Anaerobic Digester units.

Council member Simpson inquired why the solar array would not be a good idea. Abbott stated that there is a high admin cost with Rocky Mountain Power

Council member Matsumoto inquired about the micro-hydro timeline. Abbott stated that the Water department is looking into the projects.

Council member Beerman inquired if staff has looked into a private/public partnership with Rocky Mountain Power to provide the land.

Ober touched on purchasing land elsewhere in the state as another option to consider.

Abbott stated that he feels that the Anaerobic Digester is closer on the books than the solar array.

Council member Matsumoto was in favor of the Anaerobic Digester stating she felt we would be a good candidate with all the food waste produced by the restaurants and hotels.

Council member Peek inquired about the carbon foot print of the digester as well as looking at offsite geothermal partnerships.

Abbot stated that the methane is collected in the digester. Also the geothermal would run into the same type of problems with Rocky Mountain Power.

Council member Peek inquired if Midway was under Heber Power inquiring if we could partner with them instead of Rocky Mountain Power. Abbot stated that staff is looking into all options.

Council member Simpson stated that she agrees with Abbott's priorities.

Council member Beerman also agreed with Abbott's priorities.

Council member Henney also agrees with the priorities. He then inquired if the School District rooftops have been looked into for solar. Abbott stated that he was treading lightly but would take the question back to the school board.

Ober stated that the Council will be meeting with the School board on March 6th and will add this

item to the agenda.

Mayor Thomas opened the floor for public comment.

Glen Perry, All Pro Energy, stated that he is working as a private/public partnership working with a anaerobic digester with Central Valley Waste. Discussing the avoided cost is the value you get when you keep power off the grid.

Ski Era Architecture

Council member Beerman recused himself as his property is on the list to be discussed.

Hannah Turpin presented a Voluntary Designation Program for Ski Era Architecture. She stated That staff has completed a windshield survey and is looking at completing a Reconnaissance Level survey in June 2015 and will then open the option up for the properties on the survey to be able to volunteer the property to be listed on the historic register stating that the inclusions and plan have been modeled after Aspen's program. There would be two separate sets of guidelines one for the ski era and one for mining sites. Hannah also stated that LMC would also have to be updated.

Discussed the language regarding the inclusion and demolition and the process.

Council member Simpson clarified that currently there is not a process and this would open up for the those properties that are identified in the survey. Turpin concurred.

Mayor Thomas stated that he is not in favor of the 45 day discussion period and when it is all said and done he is not sure if that would be a benefit to either side.

Council concurred with the program and incentives taking out the 45 day discussion period.

Bonanza Park/Lower Park Avenue Transportation and Parking Planning Request for Proposal

Kent Cashel, Transportation Manager, Jon Weidenhamer, Economic Development Manager and Nate Rockwood, Capital Budget, Debts and Grants Manager, spoke to the request for proposal for transportation and parking planning for the Bonanza park and Lower Park Ave neighborhoods. Staff has begun working on a draft RFP.

Council member Matsumoto directed staff to think big and ask for creative ideas for the area to help answer the problems.

Cashel stated that they will create the best environment that they can and would not want to get false hopes up for all solutions. Stated that staff is looking at shared uses and would like to find a way to park cars and help people move around town without the use of cars.

Council member Simpson inquired about the Treasure Master Plan. Weidenhamer stated that the overall master plan looks at the concept thinking with all the options on the table.

Council member Beerman stated that he thinks this is timely with all the changes in the City and County. He would also like to have this expedited.

Council member Simpson also agreed that this should be expedited and may be willing to pay a little extra for a shorter time frame but agrees with staff they need quality work.

Council member Peek inquired what would be provided to the consultant in the RFP regarding the base plan for PCMR. Weidenhamer stated that there will be a lot of speculating on the entire project.

Mayor Thomas stated that he feels that this is a community master plan and wants to see planning involved in the discussion as well. Cashel stated that this is a higher level of planning to see if it will gel with the system or make things worse.

Foster reminded Council that this RFP showcases the broad picture stating that they will be discussing transportation at the retreat next week as well.

Council member Beerman stated that it would be nice after the retreat to find a way to communicate that to the public as soon as possible to show what we are working towards.

Regular Meeting

6:00 pm

I. ROLL CALL- Mayor Jack Thomas called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, January 29, 2015. Members in attendance were Jack Thomas, Andy Beerman, Dick Peek, Liza Simpson, Tim Henney and Cindy Matsumoto. Staff members present were Diane Foster, City Manager; Matt Dias, Assistant City Manager; Polly Samuels McLean, Assistant City Attorney; Marci Heil, City Recorder.

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF
None

III. PUBLIC INPUT (*Any matter of City business not scheduled on the agenda*)
Ryan Dalstrom, Park City Live, stated that they have had a very successful Sundance taking tonight to show council the progress they have made this year discussing the RFID wrist bands that will show real-time number occupancy numbers so that they will not be fined or shut down like in the past. Demonstrated to Council the count feature and security feature. Root stated that he was a little skeptical due to the problems from the past and it has worked really well, as staff is looking at making this a requirement for other venues.

IV. CONSIDERATION OF MINUTES FROM THE JANUARY 8, and 13, 2015 CITY COUNCIL MEETINGS

Council member Beerman moved to approve the minutes from
January 8 and 13, 2015 City Council Meetings.
Council member Simpson seconded
Approved unanimously

V. NEW BUSINESS

1. Consideration of an Plat Amendment Extension for 1255 Park Avenue pursuant to findings of fact, conclusions of law and conditions of approval in a form approved by the City Attorney

Mayor Thomas opened the public hearing. No comments were made. Mayor Thomas closed the public hearing

Council member Matsumoto moved to approve a Plat Amendment Extension for 1255 Park Avenue pursuant to findings of fact, conclusions of law and conditions of approval in a form approved by the City Attorney
Council member Simpson seconded
Approved unanimously

VI. ADJOURNMENT

Council member Peek moved to adjourn
Council member Simpson seconded
Approved unanimously

CLOSED SESSION MEMORANDUM

The City Council met in a closed session at approximately 2:45p.m. Members in attendance were Mayor Jack Thomas, Andy Beerman, Dick Peek, Cindy Matsumoto and Tim Henney. Staff members present were; Diane Foster, City Manager; Matt Dias, Assistant City Manager; Heinrich Deters, Trails and Open Space Manger; Jonathan Weidenhamer, Economic Development; Tom Daley, Deputy City Attorney. **Council member Simpson moved to close the meeting to discuss Property, Litigation and Personnel. Council member Beerman seconded. Motion carried.**

Council member Henney moved to open the closed session. Council member Simpson seconded. Motion carried



City Council Staff Report

Subject: COSAC IV Appointment
Author: Heinrich Deters
Department: Sustainability Department
Date: March 19, 2015
Type of Item: Administrative

Summary Recommendations:

Council should appoint Jan Wilking to the currently vacant Citizens Open Space Advisory Committee (COSAC) at-large alternate position.

Topic/Description:

Council appointment to a public advisory committee

Acronyms & abbreviations in this report:

COSAC- Citizens Open Space Advisory Committee
BOSAC- Basin Open Space Advisory Committee
RAB- The Recreation Advisory Board
PAAB- The Public Art Advisory Board
MTF- Mountain Trails Foundation
SLC- Summit Land Conservancy
UOL- Utah Open Lands

Background:

Council has the ability to create and appoint board members to help Council reach specific goals. Examples of these committees include the Recreation Advisory Board (RAB), the Public Art Advisory Board (PAAB) and COSAC.

On February 7, 2013, City Council appointed members to COSAC IV. Since that time, the Planning Commission stakeholders have changed via terms associated and one at large appointment, Tim Henney, stepped down due to his election to the City Council and was replaced by Bill Cunningham, the number one at large alternate. Additionally, due to BOSAC term limits, the BOSAC representative and alternate has changed.

Analysis:

COSAC Role and Mission

COSAC's role is purely advisory to City Council and is not in any way mandated by law or ordinance. Members serve at the discretion of Council and are traditionally appointed for a three year term. COSAC's mission is to make timely recommendations to City Council on acquiring and permanently preserving public open spaces by wisely leveraging public funds and other resources as available and entering into appropriate partnerships.

Current COSAC Stakeholder and At-Large Appointments

Stakeholder Representatives/Alternates:

- Mountain Trails Foundation (MTF)- *Charlie Sturgis/John O'Connell*
- Summit Land Conservancy (SLC)- *Cheryl Fox/ Erin Bragg*
- Utah Open Lands (UOL) *Wendy Fisher*
- Basin Open Space Advisory Committee (BOSAC)-*Tyler Dustman/Chris Retzer*
- Park City Chamber of Commerce & Visitors Bureau-*Rhonda Sideris/Jeff Ward*
- Park City Board of Realtors- *Suzanne Sheridan/Bronson Calder*
- Recreation Advisory Board (RAB)-*Kathy Kahn/Alisha Niswander*
- Park City Planning Commission-*Steve Joyce/Adam Strachen*
- Park City Council- *Andy Beerman/Dick Peek*

At-Large Appointments:

1. *Bill Cunningham*
2. *Cara Goodman*
3. *Meg Ryan*
4. *Jim Doilney*
5. *Judy Hanley*

At-Large Alternates

1. Carolyn Frankenburg
2. **Vacant**

Term

Staff anticipates this appointment to be part of Jan's existing 3 year term, thus, this position would conclude in conjunction with the original appointments in 2016.

Basin Open Space Committee (BOSAC) Stakeholder

In January of 2015, due to BOSAC term limits, Jan Wilking, stepped down as chair of BOSAC. Tyler Dustman was elected by BOSAC to replace Jan Wilking. In turn, Tyler Dustman has replaced Jan as the BOSAC representative on COSAC.

Jan Wilking has served on every COSAC Committee for the City, since its inception. His dedication to preserving open space and institutional knowledge associated with past transactions and land owner relations is a critical component to the success of the Committee, thus is recommending Council appoint Jan to the currently vacant at-large alternate position.

Department Review:

This report has been reviewed by members of the Sustainability, Legal and Executive Departments and their comments have been included.

Alternatives:

A. Approve:

Council should appoint Jan Wilking to the currently vacant COSAC at-large alternate position. **Staff Recommendation**

B. Deny:

Council could choose not to appoint Jan Wilking.

C. Modify:

Council could choose to publically advertise the current vacancy.

D. Continue the Item:

Council could continue the item

E. Do Nothing:

Same as continuance

Significant Impacts:

Staff does not find any significant impacts.

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Accessible and world-class recreational facilities, parks and programs + Balance between tourism and local quality of life + Multi-seasonal destination for recreational opportunities + Internationally recognized & respected brand	+ Abundant preserved and publicly-accessible open space + Managed natural resources balancing ecosystem needs	+ Community gathering spaces and places	+ Engaged and informed citizenry
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	 Very Positive 	Positive 	Positive 
Comments:				

Funding Source:

No funding is required for this item

Consequences of not taking the recommended action:

By not appointing Jan Wilking to the current vacancy, certain institutional knowledge used to evaluate property, may not be considered or included in forwarded open space recommendations to City Council.

Recommendation:

Council should appoint Jan Wilking to the currently vacant COSAC at-large alternate position.

City Council Staff Report



Subject: 9 Hidden Splendor Subdivision Plat
Author: John Paul Boehm, Planner
Sam Brookham, Planning Intern
Project Number: PL-14-02535
Date: March 19, 2015
Type of Item: Administrative – Plat Amendment

PLANNING DEPARTMENT

Summary Recommendations

Staff recommends the City Council hold a public hearing and consider approving the 9 Hidden Splendor Subdivision plat, based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Staff reports reflect the professional recommendation of the Planning Department. The City Council, as an independent body, may consider the recommendation but should make its decisions independently.

Acronyms in this Report

SF	Single Family Zoning District
CUP	Conditional Use Permit
LMC	Land Management Code

Description

Applicant:	Thaynes Hidden Splendor, LLC (Hallie McFetridge, Manager)
Location:	9 Hidden Splendor Court
Zoning:	Single Family District (SF)
Adjacent Land Uses:	Single-family homes
Reason for Review:	Plat amendments require Planning Commission review and City Council action

Purpose

The purpose of the Single Family (SF) District is to:

- (A) maintain existing predominantly Single Family detached residential neighborhoods,
- (B) allow for Single Family Development Compatible with existing Developments
- (C) maintain the character of mountain resort neighborhoods with Compatible residential design; and
- (D) require Streetscape design that minimizes the impacts on existing residents and reduces architectural impacts of the automobile.

Background

On November 4, 2014, the City received a completed application for the 9 Hidden Splendor plat amendment. The applicant is requesting a Plat Amendment for the purpose of combining four (4) existing lots (lots 82, 82A and 83A and a remnant of Lot 83) into one (1) lot of record located at 9 Hidden Splendor Court in the Thaynes Canyon Subdivision plat. The original Thaynes Canyon Subdivision plat was approved by City Council in July of 1971.

A subdivision was recorded in May of 1977 called “Additions to Lots 65-84 Thaynes Canyon Subdivision”, which added Lots 65A – 84A to the Thaynes Canyon Subdivision plat. The added land was a remnant of the Park City Municipal Golf Course land that was not utilized or maintained by the golf course. The land was subdivided and deeded to the adjacent lot owners in Thaynes Canyon for their private use and maintenance (Exhibit B). As a condition of the subdivision, an Agreement between the City and Royal Street Land Company (owners at the time), restricting the use of the added parcels, was recorded at the Summit County Recorder’s Office on March 23, 1977, as stated in the document recorded as entry #137582 in Book M93 (Exhibit C).

On July 25th, 1996, the City Council held a public hearing and approved a plat amendment for the Eriksen Replat at 13 Hidden Splendor, the property immediately to the south of the subject property. This plat amendment is relevant to the proposed 9 Hidden Splendor plat amendment as it also involved the combination of four lots (Lots 84 and 84A, and the newly purchased portions of Lot 83 and 83A) as well as additional .03 acre parcel adjacent to the property. A note was added to the new Eriksen Replat that ensured continuance of the restrictions placed on the “A” lots by the aforementioned 1977 agreement.

The Land Use Agreement of March 23, 1977 contains a provision that the area contained in the “A” lots be limited to recreation related improvements, i.e. tennis courts, swimming pools, basketball courts, although garages could be permitted with conditional use permit (CUP) approval. On August 14th, 1996, the Park City Planning Commission approved a Conditional Use Permit for construction of a garage in the former “A” lot area. Approximately 380 square feet of the new garage encroached into the former Lot 84A.

In August of 2008, the former owners of 9 Hidden Splendor submitted an application to combine Lots 82, 83, 82A and 83A into one lot of record. The adjacent neighbors to the east also applied to combine their Lots (81 and 81A) and purchase a portion of Lots 82 and 82A. All of these amendments were to occur concurrently. The former owners of the property and adjacent neighbors withdrew the previous application in October of 2008. There are no other current or pending applications on this site.

This application was originally scheduled to be reviewed by the Planning Commission on February 11, 2015. Prior to the meeting, the applicants requested that the public hearing be continued until February 25, 2015 due to questions regarding the Planning Director’s determination of house size. This issue has since been resolved. Several

members of the public were in attendance during the February 11th Planning Commission meeting and gave public comment regarding this application (See Public Input section).

Planning Commission Review

On February 25, 2015, the Planning Commission reviewed the application for the proposed plat amendment. During that meeting, the Commissioners noted concern about potential negative impacts resulting from the proposed lot combination. The Planning Commission felt that the existing neighborhood had been established prior to the acquisition of the “A” lots, therefore, the existing homes in the neighborhood were all built to the same setback requirements. Public comment was received from adjacent property owners during this meeting and echoed the aforementioned concerns about the “A” lots and the existing rear yard setbacks. The neighbors mentioned that the “A” lots were currently used as de facto open space.

Staff pointed out that the Eriksen Re-plat, which took place on the adjacent property to the south, allowed the applicant to build beyond the former rear yard setback line. The Commission responded by stating that this approval took place prior to the Utah State Code requirement for Good Cause on plat amendments and that if proposed today, the Eriksen Re-plat might not meet that requirement. Staff was directed to make an additional Finding of Fact (#15) that the Good Cause requirement for plat amendments was added to State Code after the Eriksen Re-plat. The Commission also added Finding of Fact #16 stating “The majority of the homes in this neighborhood maintain the 10’ rear yard setback from the “A” Lots since these lots were originally owned by the City (golf course) and the 10’ rear yard setbacks were required”. Based on these Findings, the Planning Commission requested an additional condition of approval (#7) clarifying that the rear yard setback line that currently exists will continue to be maintained:

7. A note shall be added to the plat which shows where the former lot line was between the “A” lots and the regular lots and shall indicated that the rear yard setback shall be calculated from that line so that the rear yard setback is not altered by this plat amendment.

Staff has included these new Findings and Condition of Approval in the draft ordinance.

The applicant’s representative, Marshall King, discussed the possibility of building a garage in the former “A” lot with the Commission, which is a conditional use per the 1977 Land Use Agreement. Since staff is recommending that the uses outlined in the 1977 Agreement continue to be allowed, the Commission pointed out that the applicant could still apply for a conditional use permit for a garage, however, they would need to meet the setback requirements that originally existed in the neighborhood. A note would be added to the plat to address the restrictions of the 1977 Land Use Agreement:

1. A note shall be added to the plat stating that all conditions of the March 23, 1977 Agreement between Royal Street Land Company and the City, as stated in the document recorded as entry #137582 in Book M93, at the

Summit County Recorder's Office, shall apply. The area affected by the Agreement shall be cross-hatched on the plat prior to recordation.

The Planning Commission held a Public Hearing and voted unanimously (7-0) to forward a positive recommendation to City Council.

Analysis

The applicant owns Lots 82, 82A, 83A and the remnant portion of Lot 83, and requests to combine these lots to create one (1) lot of record, which will be 32,083 sq. ft. The applicant desires to combine the four lots into a single lot of record with the intention to demolish the existing structures on the property and to construct a new residence. At present, there are two structures on Lot 82, an existing single-family home and a detached garage. It should be noted that the existing single-family home is located seven feet (7') from the rear property line, making it an existing, non-compliant structure since the LMC states that the rear yard setback in the Thaynes Canyon subdivision is ten feet (10'). Lots 82A, 83A and the remnant portion of Lot 83 are currently vacant.

The Land Use Agreement of March 23, 1977, which affects existing Lots 82A and 83A, contains a provision that the area be limited to recreation related improvements, i.e. tennis courts, swimming pools, basketball courts, although garages could be permitted with condition use permit (CUP) approval. The proposed plat amendment does not violate this provision, and the approved plat will contain a note that two existing lots in the rear of the new lot (82A and 83A) will be a restricted zone, in keeping with the terms of the 1977 agreement.

The subject property is in the Thaynes Canyon No. 1 Subdivision. The plat for this subdivision does not include any restrictions on house size; therefore, house size in this neighborhood is a function of meeting setback and height requirements of the underlying zoning district. In this case, the zoning district for this neighborhood is the Single Family (SF) zone.

Park City's Land Management Code (LMC) Chapter 15-2.11-3(l) specifically addresses setback requirements in the Thaynes Canyon No. 1 subdivision.

	Minimum Setbacks
Front yard	20' main building, 10' garage
Side yard	10'
Rear yard	10'

Given these setback requirements, a maximum building height of twenty-eight feet (28') in the Single Family (SF) zone and the current lot size of approximately 16,988 square feet, the current zoning would allow for construction of a home in excess of 20,000 square feet.

The City's LMC addresses maximum house size on combined lots in Chapter 15-2.11-6, which states:

In Subdivisions where maximum house size is not specified, the house size on combined Lots must be determined by the Planning Director based upon neighborhood Compatibility, Lot size, visibility from Public Streets, and visual analysis.

Staff analyzed the existing homes located on Hidden Splendor Court, as well as the two homes on Claimjumper Court that are adjacent to the subject property, and noted the lot size, footprint, and approximate square footage of existing structures. Based on the data gathered by staff, the Planning Director has determined that the maximum building footprint allowed on the combined Lots at 9 Hidden Splendor shall be 5,210 square feet. Subject to Planning Director approval, a structure may exceed the allowable footprint by 1000 square feet if at least 50% of the footprint is a single story structure or by 1500 square feet if at least 75% of the footprint is a single story. The maximum house size shall be 7,702 square feet. These figures are the quantitative average of the existing homes in the neighborhood (see Exhibit H for matrix).

The proposed lot combination would change the location of the setback lines by moving them to the periphery of the newly combined lot. The minimum setback distances will remain consistent with the requirements for the Thaynes Canyon Subdivision, as outlined in LMC Chapter 15-2.11-3(I). Since staff is recommending that the former "A" lots remain a restricted zone, subject to the 1977 agreement, the "effective rear yard setback" will be located along the former property line between Lots 82 and 83 and the 82A and 83A Lots. As proposed, this would allow the applicants to build a structure ten feet (10') closer to the "A" lots than is currently allowed. This proposed change has raised concerns with adjacent property owners in the Hidden Splendor neighborhood (see Public Input section below).

The issue regarding the rear yard setbacks was discussed during the February 25th Planning Commission meeting. The Planning Commission noted that neighborhood compatibility, in terms of location of homes, should be maintained. The Commission concluded that the rear yard setbacks for this property should be consistent with the majority of the lots in the neighborhood and that a 10' rear yard setback from the original "A" lots should be maintained. The Commission also stated that if lots are consolidated in this neighborhood, the plat should contain notes and a building envelope that respects the original rear yard setback line. These recommendations would not affect the allowed or conditioned uses outlined in the 1977 Land Use Agreement. Staff has added findings and conditions of approval to support these conclusions.

The proposed plat amendment does not create any non-conforming situations. This plat amendment is consistent with the Park City LMC and applicable State law regarding plat amendments. Any new structures must comply with current LMC requirements.

Good Cause

Staff finds good cause for this plat amendment as several lots will be combined into one lot of record, thus eliminating remnant parcels and unnecessary lot lines while maintaining the designated restricted area of the former "A" lots. The lot sizes are consistent with the pattern of the development for the neighborhood, as neighboring lots have also been amended.

Staff finds that the plat, as conditioned, will not cause undo harm to adjacent property owners and all future development will be reviewed for compliance with requisite Building and Land Management Code, and applicable Single Family (SF) District requirements. Staff also finds that there is good cause for the house size, footprint and setback restrictions based on compatibility with the existing homes along, and adjacent to, Hidden Splendor Court.

Department Review

This project has gone through an interdepartmental review. There were no issues raised by any of the departments or service providers regarding this proposal that have not been addressed by the conditions of approval.

Notice

On January 28, 2015, the property was posted and notice was mailed to property owners within 300 feet in accordance with the requirements in the LMC. Legal notice was also published in the Park Record and on the public notice website on January 24, 2015 in accordance with the requirements of the LMC.

Public Input

Staff has received a significant amount of public input on this application (exhibit G). Most of the public comment has been focused on preserving the existing rear yard setbacks that currently exist in this neighborhood. Several of the adjacent neighbors have expressed concern that this plat amendment will substantially change the character of the neighborhood in a negative manner. Specifically, the neighbors are concerned that by combining the four lots into a single lot of record, the rear yard setback that has dictated the pattern of development in this neighborhood for decades will effectively be eliminated. The neighbors feel that eliminating this rear yard setback would set a precedence that would force all other "A" lot owners to amend their lots and move their homes back to the new, "effective rear yard setback" which would be located ten feet (10') further back than the existing rear yard setback.

The Planning Commission was scheduled to review this application during the February 11th Planning Commission meeting, but the item was continued until February 25th. Several neighbors were in attendance during the February 11th meeting and expressed concerns that the proposed plat amendment would negatively impact their quality of life. The comments received at the February 25th meeting echoed the aforementioned concerns of others in the Hidden Splendor neighborhood.

Additional public input may be provided at the regularly scheduled City Council public hearing.

Process

Approval of this application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 15-1-18.

Alternatives

- The City Council may approve the 9 Hidden Splendor Subdivision plat amendment as conditioned or amended; or
- The City Council may deny the 9 Hidden Splendor Subdivision plat amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the 9 Hidden Splendor Subdivision plat amendment; or
- The City Council may remand the item back to the Planning Commission for specific discussion on topics and/or findings.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The proposed plat amendment would not be recorded and four (4) existing lots would not be adjoined and would remain as is. Remnant Lot 83 and Lots 82A and 83A at 9 Hidden Splendor Court would remain vacant and would have to comply with the current LMC requirements for any new structures on typical Single Family (SF) District single lots.

Recommendation

Staff recommends the City Council hold a public hearing and consider approving the 9 Hidden Splendor Subdivision plat based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance.

Exhibits

Exhibit A – Draft Ordinance with Proposed Plat
Exhibit B – Additions to Lots 65-84 Thaynes Canyon Subdivision Plat
Exhibit C – March 23, 1977 Agreement
Exhibit D – Existing Conditions Survey and Aerial Photo
Exhibit E - Photos of Existing Conditions
Exhibit F – Applicant Letter of Intent
Exhibit G – Public Input
Exhibit H – Planning Director Determination of House Size
Exhibit I – Minutes for February 25, 2015 Planning Commission Meeting

Exhibit A – Draft Ordinance with Proposed Plat

Ordinance 15 -

AN ORDINANCE APPROVING THE 9 HIDDEN SPLENDOR SUBDIVISION PLAT, LOCATED AT 9 HIDDEN SPLENDOR COURT, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the 9 Hidden Splendor Subdivision located at 9 Hidden Splendor Court, have petitioned the City Council for approval of the 9 Hidden Splendor Subdivision plat; and

WHEREAS, the property was legally noticed and posted on January 24th, 2015 according to the requirements of the Land Management Code; and

WHEREAS, proper notice was sent to all affected property owners and the property was posted on January 28, 2015 according to the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on February 25, 2015 to receive input on the proposed subdivision;

WHEREAS, on February 25, 2015 the Planning Commission forwarded a recommendation to the City Council; and,

WHEREAS, on March 19, 2015 the City Council held a public hearing on the proposed 9 Hidden Splendor Subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the proposed 9 Hidden Splendor Subdivision plat amendment.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The 9 Hidden Splendor Subdivision plat, as shown in Exhibit A, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The subject property is located at 9 Hidden Splendor Court within the Single Family (SF) District.
2. The proposed 9 Hidden Splendor Subdivision consists of Lot 82 and a portion of Lot 83, and Lot 82A and a portion of lot 83A, of the additions to Lots 65-84 Thaynes Canyon Subdivision.

3. On November 4, 2014, the applicants submitted an application for a plat amendment to combine four (4) lots containing a total of 32,083 square feet into one (1) lot of record.
4. The application was deemed complete on November 4, 2014.
5. There is an existing single-family home and detached garage on Lot 82 at 9 Hidden Splendor.
6. The existing single family home is located seven feet (7') from the rear property line on Lot 82, making it an existing, non-compliant structure as the current rear yard setback for the Thaynes Canyon No. 1 Subdivision is ten feet (10').
7. Lots 82A, 83A and the remnant portion of Lot 83 at 9 Hidden Splendor are currently vacant.
8. There is a five foot (5') utility easement along the front of Lots 82 and 83.
9. There is a seven foot (7') utility and drainage easement along the sides and rear of Lots 82 and 83.
10. There is a recorded stream easement along the rear of Lot 83A and a portion of Lot 82A.
11. An Agreement between the City and Royal Street Land Company, restricting the use of parcels 65A-84A, was recorded at the Summit County Recorder's Office on March 23, 1977.
12. City Council approved a four lot plat amendment for the neighboring property at 13 Hidden Splendor Court on July 25, 1996.
13. The Planning Director has determined that the maximum house size on the combined lots shall be 7,702 square feet.
14. The Planning Director has determined that the maximum allowed footprint of a new home on the combined lots shall be 5,210 square feet with allowances of an additional 1,000 square feet for structures that are at least 50% single-story or 1,500 square feet for structures that are at least 75% single-story.
15. The Good Cause requirement for subdivision plats was added to Utah State Code after the 1996 Eriksen Replat.
16. The majority of the homes in this neighborhood maintain the 10' rear yard setback from the "A" Lots since these lots were originally owned by the City (golf course) and the 10' rear yard setbacks were required.
17. As conditioned, the proposed plat amendment does not create any new non-complying or non-conforming situations.

Conclusions of Law:

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

Conditions of Approval:

1. A note shall be added to the plat stating that all conditions of the March 23, 1977 Agreement between Royal Street Land Company and the City, as stated in the document recorded as entry #137582 in Book M93, at the Summit County Recorder's Office, shall apply. The area affected by the Agreement shall be cross-hatched on the plat prior to recordation.
2. A 12 wide drainage/stream easement will be provided along the back lot line.
3. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
4. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
5. The Planning Director has determined that the maximum allowed footprint of a new home on the combined lots shall be 5,210 square feet with allowances of an additional 1,000 square feet for structures that are at least 50% single-story or 1,500 square feet for structures that are at least 75% single-story. A plat note shall reflect this finding.
6. The Planning Director has determined that the maximum house size on the combined lots shall be 7,702 square feet. A plat note shall reflect this finding.
7. A note shall be added to the plat which shows where the former lot line was between the "A" lots and the regular lots and shall indicated that the rear yard setback shall be calculated from that line so that the rear yard setback is not altered by this plat amendment.

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

PASSED AND ADOPTED this ____ day of _____, 2015

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, MAYOR

ATTEST:

Marci Heil, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney



SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, certify that I am a Registered Land Surveyor and that I hold Certificate No. 4938733, as prescribed by the laws of the State of Utah, and that by authority of the owner, I have prepared this Record of Survey map of the 9 HIDDEN SPLENDOR REPLAT and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

BOUNDARY DESCRIPTIONS

Parcel 1:

Lot 82, Thaynes Canyon Subdivision, according to the official plat thereof, recorded July 28, 1971 as Entry 113625 of the official records of the Summit County Recorder.

Parcel 2:

A portion of Lot 83, Thaynes Canyon Subdivision, more particularly described as follows:

Beginning at the northernmost corner of Lot 83, Thaynes Canyon Subdivision, a subdivision located in the north 1/2 of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running thence South 49°30' East along the northeasterly line of said Lot no. 83, 148.74 feet; thence South 40°30' West 39.98 feet; thence North 49° West 139.02 feet (139.03 feet actual) to a point on a curve to the right, the radius point of which bears North 83°33'18" East (North 83°40'15" East actual) 23.29 feet; thence northeasterly along the arc of said curve 15.36 feet (15.31 feet actual) to a point of a compound curve to the right, the radius of which bears South 58°40' East 225.00 feet; thence northeasterly along the arc of said curve 25.59 feet (25.64 feet actual) to the point of beginning.

Parcel 3:

Lot 82-a, Additions To Lots 65-84, Thaynes Canyon Subdivision, according to the official plat thereof on file and of record in the office of the county recorder of Summit County, Utah.

Parcel 4:

Beginning at the easternmost corner of said Lot 83, Thaynes Canyon Subdivision, and running thence South 49°30' East 65.92 feet; thence South 43°00' West 40.58 feet; thence North 49°00' West 64.15 feet; thence North 40°30' East 39.98 feet to the point of beginning. Comprising the northeasterly portion of Lot 83a, Additions To Lots 65-84, Thaynes Canyon Subdivision, as recorded in the Summit County Recorder's office.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Thaynes Hidden Splendor, LLC, a Florida limited liability company, the undersigned owner of the herein described tract of land to be known hereafter as 9 HIDDEN SPLENDOR REPLAT, does hereby certify that it has caused this Plat Amendment to be prepared, and does hereby consent to the recordation of this Plat.

In witness whereof, the undersigned set her hand this _____ day of _____, 2015.

Hallie McFetridge, Manager
Thaynes Hidden Splendor, LLC, a Florida limited liability company

ACKNOWLEDGMENT

State of: _____ ss:
County of: _____

On this _____ day of _____, 2015, Hallie McFetridge personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Hallie McFetridge acknowledged to me that she is the managing member of Thaynes Hidden Splendor, LLC, a Florida limited liability company, and that she signed the above Owner's Dedication and Consent to Record freely and voluntarily.

A Notary Public commissioned in Utah

Printed Name _____

Residing in: _____

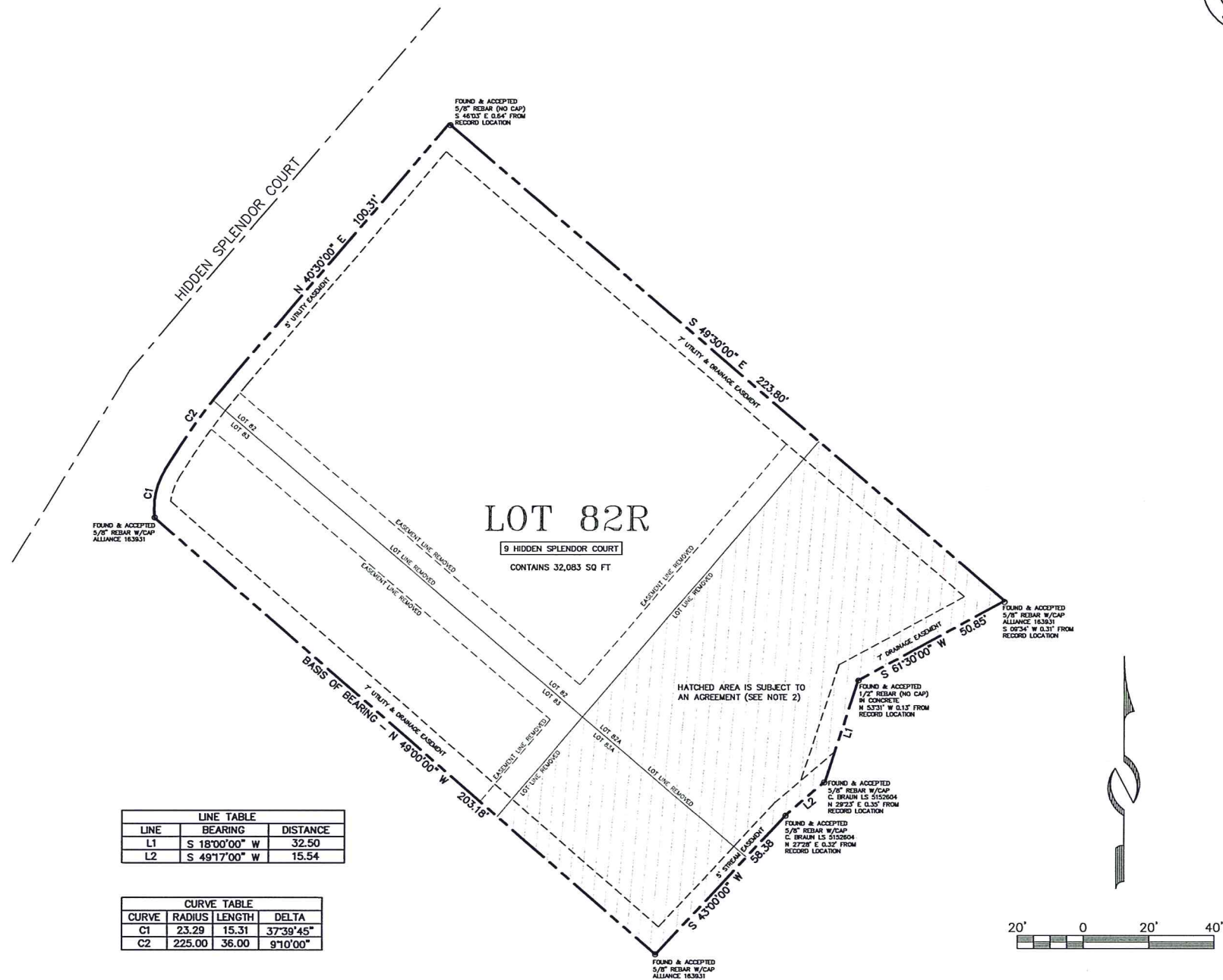
My commission expires: _____

NOTES

- This plat is subject to the Conditions of Approval in Ordinance 15-_____.
- See the document recorded May 2, 1977, as Entry No. 137582, Book M93, at Page 324.



SHEET 1 OF 1



A COMBINATION OF LOT 82 AND A PORTION OF LOT 83, THAYNES CANYON SUBDIVISION AND LOT 82A AND A PORTION OF LOT 83A, ADDITIONS TO LOTS 65-84 THAYNES CANYON SUBDIVISION

9 HIDDEN SPLENDOR REPLAT

LOCATED IN THE NORTH 1/2 OF SECTION 8
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____

DAY OF _____, 2015

BY _____
S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____

DAY OF _____, 2015

BY _____
CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____

DAY OF _____, 2015

BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____

DAY OF _____, 2015

BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2015

BY _____
MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2015

BY _____
PARK CITY RECORDER

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____

DATE _____ TIME _____

ENTRY NO. _____ FEE _____ RECORDER _____

SURVEYOR'S CERTIFICATE

I, JAMES A. WEST DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 8082 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, HERE-AFTER TO BE KNOWN AS ADDITIONS TO LOTS 65-84 THAYNES CANYON SUBDIVISION AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

BEGINNING AT A POINT SOUTH 110.00 FEET AND WEST 275.25 FEET FROM THE NORTH EAST CORNER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING THE MOST SOUTHERLY CORNER OF LOT 78 OF THE THAYNES CANYON SUBDIVISION AS RECORDED; THENCE RUNNING ALONG THE BOUNDARY LINE OF SAID THAYNES CANYON SUBDIVISION AS FOLLOWS: SOUTH 58° 00' 00" EAST 146.77 FEET; THENCE SOUTH 42° 58' 00" EAST 154.81 FEET; THENCE SOUTH 7° 00' 00" EAST 69.00 FEET; THENCE NORTH 79° 00' 00" WEST 344.74 FEET; THENCE SOUTH 61° 30' 00" WEST 115.00 FEET; THENCE SOUTH 18° 00' 00" WEST 111.00 FEET; THENCE SOUTH 14° 00' 00" EAST 75.00 FEET; THENCE LEAVING THE BOUNDARY LINE OF SAID THAYNES CANYON SUBDIVISION, NORTH 84° 01' 35" WEST 194.22 FEET TO THE SOUTH-EAST CORNER OF LOT 64; THENCE ALONG THE BOUNDARY LINE OF SAID SUBDIVISION NORTH 40° 30' 00" EAST 410.01 FEET; THENCE NORTH 04° 00' 00" EAST 69.77 FEET; THENCE NORTH 35° 00' 00" EAST 24.99 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.027 ACRES

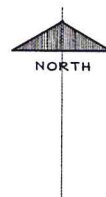
James A. West
JAMES A. WEST

Feb 2, 1977
DATE

ADDITIONS TO LOTS 65-84 THAYNES CANYON SUBDIVISION

SCALE: 1"=50'

A SUBDIVISION LOCATED IN THE N 1/2 OF SECTION 4, TOWNSHIP 12, SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.



OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS TO BE HEREAFTER KNOWN AS ADDITIONS TO LOTS 65-84 THAYNES CANYON SUBDIVISION DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 2ND DAY OF February A.D. 1977

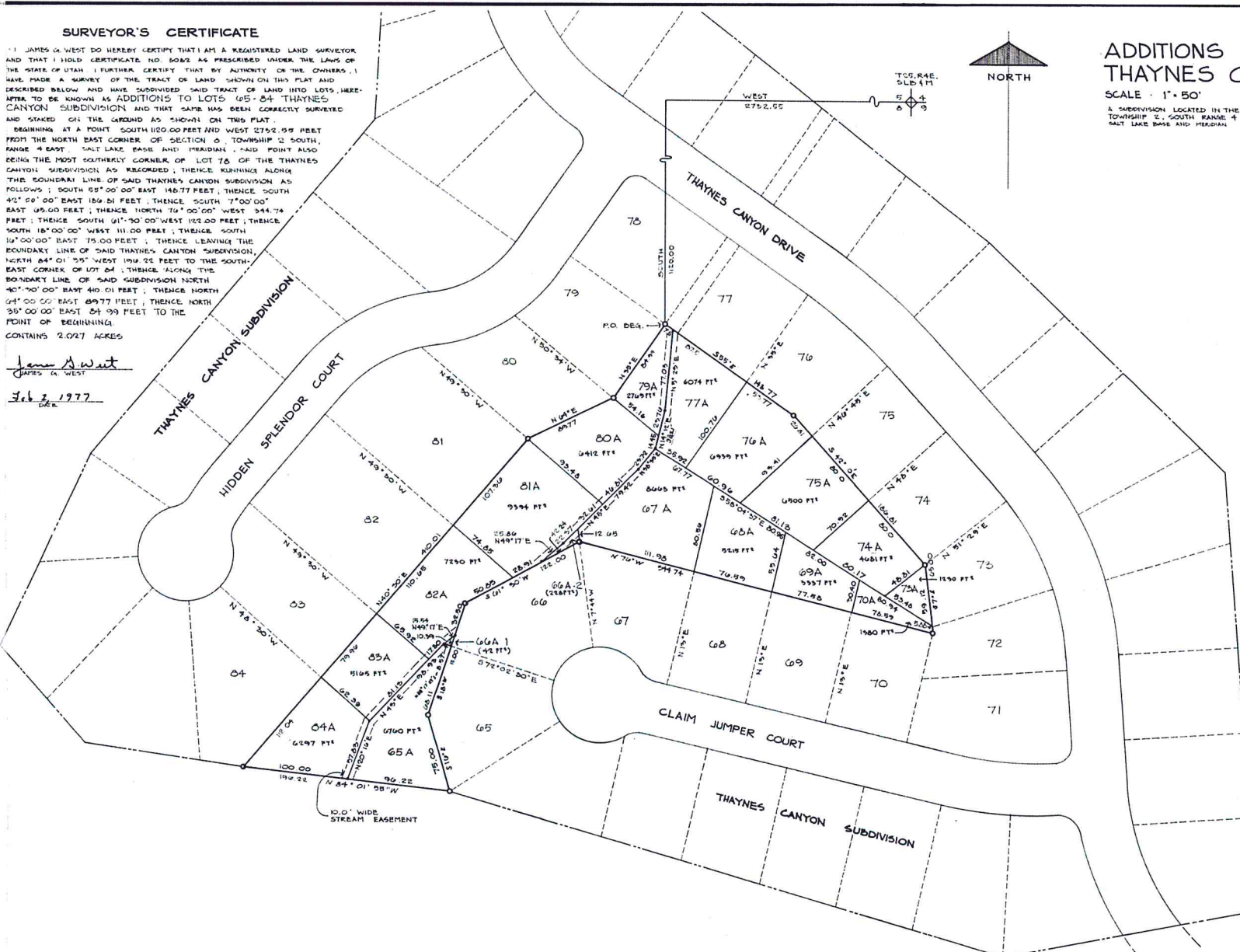
Royal Street Land Company
A UTAH CORPORATION

William King
J. WARREN KING
PRESIDENT

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SUMMIT
ON THIS 2ND DAY OF February A.D. 1977 PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN FOR SAID STATE AND COUNTY, J. WARREN KING PRESIDENT OF ROYAL STREET LAND COMPANY A UTAH CORPORATION, THAT HE DID SIGN THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

Lucia H. Dole MY COMMISSION EXPIRES 12-10-80
NOTARY PUBLIC RESIDING IN SUMMIT COUNTY, UTAH



RECORDATION INFORMATION

PLAT RECORDED No. 137581
AT THE REQUEST OF Royal Street Land Co
DATE MAY 2, 1977 TIME 10:30
19.00 Summit County Recorder

CONCURRENTLY RECORDED WITH A CERTAIN AGREEMENT BY AND BETWEEN ROYAL STREET LAND COMPANY AND PARK CITY MUNICIPAL CORPORATION.

AGREEMENT RECORDED No. 137682
AT THE REQUEST OF Royal Street Land Co

DATE MAY 2, 1977 TIME 10:31 BOOK 193 PAGE 324-327
5:00 Summit County Recorder
FEE \$

PREPARED BY:
J.J. JOHNSON & ASSOCIATES
CIVIL ENGINEERING PLANNING SURVEYING
1515 PARK AVENUE P.O. BOX 1661
PARK CITY, UTAH 84060

CITY PLANNING COMMISSION
APPROVED & ACCEPTED BY THE PARK CITY PLANNING COMMISSION THIS 11 DAY OF Feb A.D. 1977

Burnie Skatte
CHAIRMAN

ENGINEERS CERTIFICATE
APPROVED & ACCEPTED BY THE PARK CITY ENGINEERING DEPARTMENT THIS 23 DAY OF MARCH A.D. 1977

John A. Chubb
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 23rd DAY OF MARCH A.D. 1977

Neil J. Colman
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
ATTEST THIS 24th DAY OF MARCH A.D. 1977

Emile C. Decker
PARK CITY RECORDER

COUNCIL APPROVAL & ACCEPTANCE
APPROVED & ACCEPTED BY THE PARK CITY COUNCIL THIS 17th DAY OF February A.D. 1977

Leon Trieste
MAYOR

INDEXED: _____
GRANTOR: _____
GRANTEE: _____
RELEASED: _____
ABSTRACTED: _____
STAMPED: _____

AGREEMENT

Entry No.	137582	Book	M. 93
RECORDED	5.2.77	at	10:31 M. Page 324-7
REQUEST of	Royal Street Land Co.		
FEE	WANDA Y. SPRIGGS, SUMMIT CO. RECORDER		
\$	5.00	By	Wanda Y. Spriggs
INDEXED		ABSTRACT	

This Agreement made and entered into this 23rd day of March, 1977, by and between ROYAL STREET LAND COMPANY, a Utah corporation, hereinafter referred to as the "developer," and PARK CITY, a municipal corporation, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, Developer is the owner and developer of a certain tract of land, located within the city limits, and more specifically described in the attached Exhibit "A" which by reference is incorporated herein and made a part hereof; and

WHEREAS, said tract of land has been subdivided into lots and affects lots 65 to 84 of the existing Thaynes Canyon Subdivision; and

WHEREAS, the City Council wishes to approve the subdivision of the said tract of land as a platted subdivision, subject, however, to certain conditions hereinafter enumerated; and

WHEREAS, said conditions of approval as contained herein, shall be recorded simultaneously with the recordation of the final approved plat of said subdivision, and shall affect only lots 65 to 84 of the Thaynes Canyon subdivision.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable considerations, the parties agree as follows:

BOOK #93 PAGE 324

1. The property described in the attached Exhibit "A", as subdivided in lots numbering 65A to 84A inclusive, shall be offered for sale by the owner-developer, to only those persons who have right, title and interest in lots 65 to 84, inclusive, of the existing Thaynes Canyon Subdivision.

2. The use of lots 65A to 84A, inclusive, shall be restricted and limited to only landscaping, private recreation facilities and fencing.

3. There shall be no construction, erection or maintenance of any buildings for use as primary dwelling buildings on the said lots of 65A to 84A inclusive, but the construction of garages and other ancillary buildings may, at the discretion of the City, be permitted, provided further, however, that a conditional use permit is first obtained from the City.

4. This agreement shall be part of and be annexed as an Exhibit to the final approved plat of the plat known as "Addition to Lots 65 to 84 Thaynes Canyon Subdivision, and shall be recorded as such, said subdivision plat being recorded as

number 137581
DEVELOPER

ROYAL STREET LAND COMPANY

PARK CITY CORPORATION

By M. Warren King
President

By Leon Uriarte
Mayor

BOOK 193 PAGE 325

ATTEST:

ATTEST:

W. Scott Woodland Secretary
Bruce C. Parker City Recorder

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 25th day of March, 1977, personally appeared
before me Warren King and Mr.
Scott Woodland, who being by me duly sworn did
say, each for himself, that he, the said Warren King
is the President, and
he, the said Mr. Scott Woodland, is the secretary
of ROYAL STREET LAND COMPANY, and that the within and foregoing
instrument was signed in behalf of said corporation by
authority of a resolution of its board of directors, and said
Warren King and Mr. Scott Woodland each duly
acknowledged to me that the said corporation executed the
same for the purposes contained hereinabove.

My commission expires:

July 15, 1980

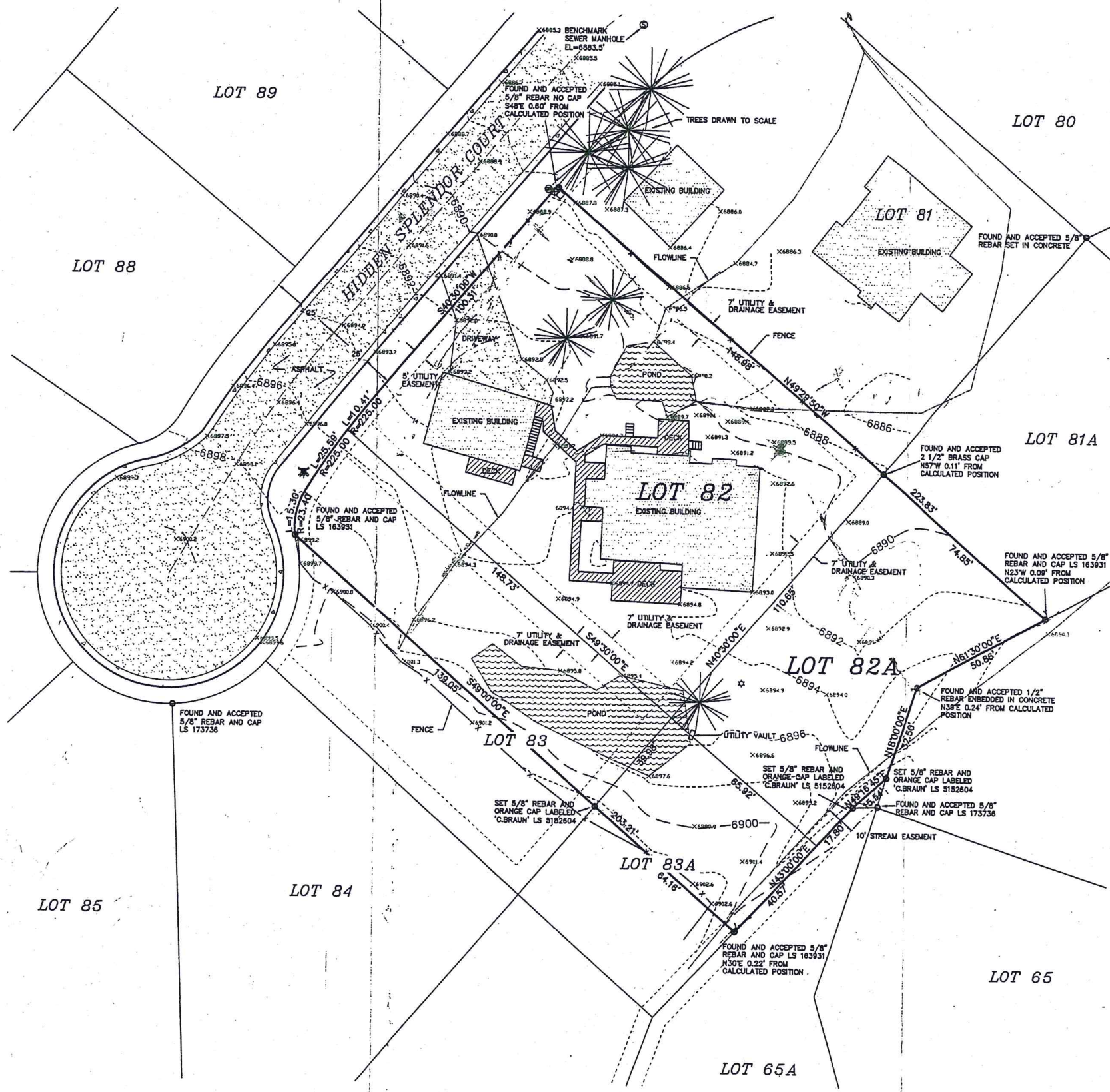
Donald M. Taylor
NOTARY PUBLIC, Residing in
Salt Lake County, Utah

923394 SUMMIT

EXHIBIT "A"

Beginning at a point south 1120.00 Feet and West 2732.55 Feet from the north east corner of Section 8, Township 2 South, Range 4 East. Salt Lake Base and Meridian. Said point also being the most southerly corner of lot 78 of the Thaynes Canyon Subdivision as recorded; thence running along the boundary line of said Thaynes Canyon Subdivision as follows: South 55°00'00" East 148.77 feet; thence South 42°08'00" East 186.81 feet, thence South 7°00'00" East 65.00 feet; thence North 76°00'00" West 344.74 feet; thence South 61°30'00" West 122.00 feet; thence South 18°00'00" West 111.00 feet; thence South 16°00'00" East 75.00 feet; thence leaving the boundary line of said Thaynes Canyon Subdivision, North 84°01'55" West 196.22 Feet to the South East corner of Lot 84; thence along the boundary line of said subdivision north 40°30'00" East 410.01 feet; thence North 64°00'00" East 89.77 feet; thence North 35°00'00" East 84.99 feet to the point of beginning. Contains 2.027 acres.

BOOK 93 PAGE 327



RECORD OF SURVEY & TOPOGRAPHIC MAP
LOT 82, 82A & NORTH HALF OF LOT 83 & 83A
OF THAYNE'S CANYON SUBDIVISION
LYING WITHIN THE NORTH HALF OF
SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH

GRAPHIC SCALE
1 INCH = 20 FEET

LEGEND

- FOUND MONUMENT (AS NOTED)
- ELECTRIC PEDESTAL
- ⊠ TELEPHONE PEDESTAL
- ⊙ SANITARY SEWER MANHOLE
- ☆ LIGHT POST
- ⊕ FIRE HYDRANT
- ⊙ CABLE TV PEDESTAL

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO LOCATE THE BOUNDARY LINES OF THE SUBJECT PROPERTY, TO OBTAIN GROUND ELEVATIONS FOR A CONTOUR MAP AND LOCATE THE EXISTING STRUCTURES ON THE LOTS.

EXISTING SURVEY MONUMENTS IN ADJACENT ROADWAYS WERE USED TO REESTABLISH THE PROPERTY CORNERS.

THE BASIS OF BEARING IS ALL FOUND MONUMENTS SHOWN HEREON.

SURVEY COMPLETED: 11/22/06

SEE SAID OFFICIAL THAYNE'S CANYON SUBDIVISION PLAT FOR ANY EASEMENTS, SETBACK REQUIREMENTS, BUILDING ENVELOPES AND BUILDING LOT RESTRICTIONS.

NOTE: OTHERS MAY APPLY.

THE OWNER OF THE PROPERTY SHOULD BE AWARE OF ANY ITEMS AFFECTING THE PROPERTY THAT MAY APPEAR IN A TITLE INSURANCE REPORT. THE SURVEYOR HAS FOUND NO OBVIOUS EVIDENCE OF EASEMENTS, ENCROACHMENTS, OR ENCUMBRANCES ON THE PROPERTY SURVEYED, EXCEPT AS SHOWN HEREON.

EVIDENCE FOR THIS SURVEY WAS TAKEN FROM RECORDED DEEDS, RECORDS OF SURVEYS, PLATS AND PHYSICAL EVIDENCE OBTAINED IN THE FIELD. ALL EVIDENCE HAS BEEN CONSIDERED IN THE ESTABLISHMENT OF THE BOUNDARY AS SHOWN HEREON.

LEGAL DESCRIPTION

ALL OF LOTS 82 & 82A AND THE NORTH HALF OF LOTS 83 & 83A LYING WITHIN THE THAYNE'S CANYON SUBDIVISION PLAT ON FILE AND OF RECORD AT THE SUMMIT COUNTY RECORDERS OFFICE.

ALL LOTS HAVE 7 FOOT SIDE AND BACK LOT LINE UTILITY AND DRAINAGE EASEMENT AND 5 FOOT FRONT LINE UTILITY EASEMENT.

SURVEYOR'S CERTIFICATE

I, CHRISTOPHER BRAUN, OF OAKLEY UTAH, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, HOLDING LICENSE NO. 5152604. I FURTHER CERTIFY I HAVE PERFORMED A SURVEY ON THE HEREON DESCRIBED PROPERTY AND THAT TO THE BEST OF MY KNOWLEDGE IT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED.

CHRISTOPHER R. BRAUN
12/1/06
DATE

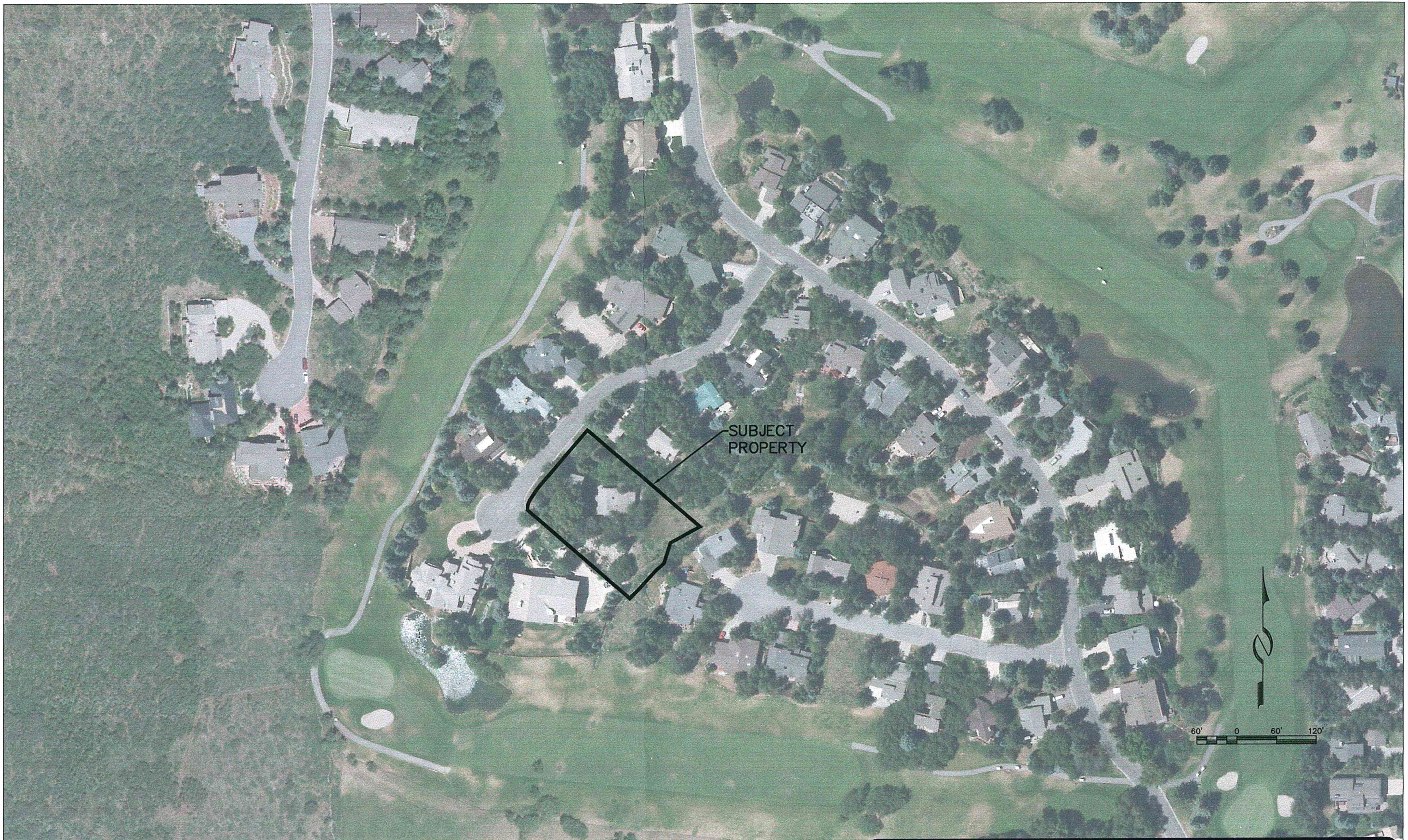
STATE OF UTAH
PROFESSIONAL LAND SURVEYOR
PLS# 5152604

NOV 04 2014
CITY OF SUMMIT
PLANNING & DEVELOPMENT DEPT.

PARK CITY SURVEYING
P.O. BOX 682933
PARK CITY, UTAH 84068
(435) 948-2018

RECORD OF SURVEY & TOPOGRAPHIC MAP
LOTS 82, 82A & NORTH HALF OF 83 & 83A
THAYNE'S CANYON SUBDIVISION

SHEET 1 OF 1



SUBJECT
PROPERTY

 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2564 Park City, Utah 84060-2564	(435) 649-9467	STAFF: MARSHALL KING JEFF KITCHEN	AERIAL PHOTOGRAPH THAYNES CANYON, LOT- 82R 9 HIDDEN SPLENDOR COURT	SHEET 1 OF 1
	DATE: 10/21/14	FOR: TED AND HALLIE MORETRIDGE JOB NO.: 3-10-14 FILE: X:\ThaynesCanyon\dwg\Exhibits\9 hidden splendor-ortho.dwg	NOV 9 4 2014 PLANNING DEPT.	



Front, from Hidden Splendor Court



Side, front Hidden Splendor Court





Rear, looking northeast



Rear, looking east



Side, looking west



Rear, looking north

RECEIVED
NOV 04 2014
PARK CITY
PLANNING DEPT

9 Hidden Splendor Replat

(9 Hidden Splendor Court)

Project Intent

Lot 82 and a portion of Lot 83, Thaynes Canyon Subdivision and Lot 82A and a portion of Lot 83A, Additions To Lots 65-84 Thaynes Canyon Subdivision (also known as 9 Hidden Splendor Court) are all owned by the same entity. The original lot lines from the Thaynes Canyon Subdivision and the Additions To Lots 65 – 84 Thaynes Canyon Subdivision plats still exist on said lots. The owner desires to unify the property into one lot of record by extinguishing the existing lot lines with the goal of applying for a demolition permit for the existing residence and to construct a new residence on the property.



John Boehm

From: Thomas Eddington
Sent: Friday, February 06, 2015 9:28 AM
To: John Boehm
Subject: FW: 9 Hidden Splendor Re Plat

FYI

Thomas Eddington | Planning Director
Park City | Planning Department
445 Marsac Ave | PO Box 1480
Park City, UT 84060-1480
Office 435.615.5008

From: Ruth Drapkin [mailto:ruthdrapkin@gmail.com]
Sent: Friday, February 06, 2015 7:38 AM
To: Thomas Eddington
Subject: 9 Hidden Splendor Re Plat

Thomas

I just wanted to weigh in again on the re-plat the more I think about I do not know why you would even consider a re plat at all. They are buying in a sub-division with platted lots why should you be considering joining lots. I know it has happened before but doing this in the future will change the character of the neighborhood. Is that what we want in Park City. Therefore if the lots are combined I believe the house size should only be minimally increased

Ruth

Ruth Drapkin
14 Claim Jumper CT

February 18, 2015

Thomas Eddington Jr.
Planning Director
Park City Municipal Corporation
445 Marsac Avenue
Park City, Utah 84060

Re: Plat amendment for #9 Hidden Splendor Court
Project number: PL-14-02535

In response to the above application I would like to voice my objection to the above application to combine lots 82, 83, 82A & 83A. thru the plat amendment process. As the owners of the adjacent lots 81 and 81A we were aware that it was likely there would be some type of construction on lots 82 and 83. When we purchased lot 81 and 81A I performed the necessary due diligence and was aware of the rear set yard requirements that any building on lot 82 and 83 would need to conform to within the SF designation. I was also aware of the plat restrictions placed on the "A" lots. I was comfortable with my findings and how it may impact our home or future building and preceded with the purchase of the property.

With the elimination of the rear property lines on Lot 82 and 83 and the ability of the applicant to build to the beginning of the "A" Lots it seems that the rear yard setback we were expecting to be in place for any future building will have been eliminated thru this process.

In addition we feel that the approval by the City Council of this proposal will set a precedent for the future combination of the "A" lots which will result in a definite change to the character of this part of our neighborhood.

It would be my hope that the planning commission will recognize this and forward a negative recommendation to the City Council.



Douglas C Stephens



Mary Ellen Stephens





Laurie Sweeney <lksweeney6@gmail.com>

Letter for meeting

christinasally@comcast.net <christinasally@comcast.net>
To: Laurie Sweeney <lksweeney6@gmail.com>

Wed, Feb 11, 2015 at 4:37 PM

Hi Laurie,

Here are my thoughts about this "proposed" development. Let me know if I should add anything further. I am sorry I cannot be there. Let me know how it goes.

To Whom It May Concern:

I regret I cannot attend this important meeting about the proposed building plan on Hidden Splendor Ct. As a resident of this neighborhood, I vehemently oppose the city making any modifications or considerations of the existing regulations regarding building in Thaynes Canyon. I have lived here for more than 12 years. Our neighborhood is revered for its charm, openness, and trees. Our neighborhood is cohesive, with residents considerate of each other, our space, our families, and growth. It is disturbing to me that someone wants to build and change the composition of the neighborhood without consideration of others in the community. Further, it is not fair or just to allow building that violates any setback regulations, height regulations, and size regulations.

It took me many years to purchase my sub A lot. Although there was no public access to this city owned parcel, I was informed I was not allowed to build, or otherwise change the dynamic of my property. I did not purchase the A parcel to expand, only to own property that I already maintained. I never even consider violating codes that help maintain the very charm of Thaynes Canyon. It would not be fair to my neighbors or others in the neighborhood. I implore you to listen to our residents. There is other land where someone can build a large house without negatively impacted others around them. Growth in Park City is already out of control and the quaintness of this town is slowly vanishing. Please keep Thaynes Canyon as it is.

Thank you,
Christina Sally
8 Claim Jumper Court
(510) 333 - 2577



RE: Application PL-14-02535

Date: Feb. 11, 2015

To whom it may concern:

I am the owner of lot 80 and 80A on Hidden Splendor Court. I speak for us as well as David and Marilyn Ho, owners of lot 79 on Hidden Splendor Court. When we purchased this home, we understood that the way it was platted did not allow for a home to be located closer than 10' from the lot line between 80 and 80A. We also understood clearly that the neighbors were all beholden to the same rule on their lots. The rule made sense at that time and continues to make sense as it protects our view lines toward the mountain and Thaynes Canyon. If the city were to make a decision to overlook that clearly understood rule for one entity, they would be setting a precedent that could, and likely would, be followed by others. The impact of this decision would be twofold for those of us contiguous to this property. First, it would negatively affect our currently protected view line as well as changing the character of the neighborhood in a manner inconsistent with the original plat set forth. Second, it would negatively affect the value and the sale ability of other lots in the vicinity of the proposed variance. To a bad decision like this, in favor of only one entity and the detriment of the remainder of the neighborhood, I strongly object and kindly ask that it be denied.

Sincerely,

Erich L. Behr (Owner Lot 80 and 80A)



David Ho (Owner Lot 79)





19 February 2015

Marshall King
Alliance Engineering
323 Main Street
Park City, UT 84060

**Re: 9 Hidden Splendor Court
Maximum Footprint and House Size Determination for Subdivision in the SF Zoning District**

Dear Mr. King:

Pursuant to 15-2.11-6 of the Land Management Code, any subdivision/lot combination in the Single Family (SF) zoning district must have a maximum house size determined by the Planning Director. I have reviewed the site in conjunction with the Project Planner, John Boehm, and reviewed aerial images to understand house size compatibility. The attached matrix illustrates the lot sizes, house sizes, and building footprints for the lots along Hidden Splendor Court and those lots behind your property.

Based upon this information, I have determined the following maximum building footprint and house size for the property at 9 Hidden Splendor Court:

- Maximum Allowed Building Footprint: 5,210 SF
- Maximum Allowed House Size: 7,702 SF

Note that these calculations are the quantitative average of all of the properties analyzed.

I hope this provides clarity to your subdivision application. Pursuant to the LMC §15-1-18 (Appeals and Reconsideration Process), any decision by the Planning Director regarding determination of the LMC may be appealed to the Planning Commission. The appeal must be filed with the Planning Department within 10 days of final action (e.g. the date of this correspondence).

Regards,

A handwritten signature in black ink, appearing to read "Th. E. Eddington Jr.", followed by a period.

Thomas E. Eddington Jr., AICP, PLA
Planning Director

Cc: John Boehm, Planner

Enclosure

Address	GIS Lot Size (Sq. Ft.)	Building Footprint (Sq. Ft.)	Footprint to Lot Size Ratio (% of Lot Covered by a Structure)	Approx House Size Sqft (Summit County records)	House size to Lot Ratio (Size of House Relative to Lot)
15 Hidden Splendor Ct	28123.0	6784.0	24%	8000	29%
13 Hidden Splendor Ct	27746.5	6670.0	24%	8400	31%
7 Hidden Splendor Ct	15018.0	2384.5	16%	2700	18%
5 Hidden Splendor Ct	8691.0	1563.0	18%	2900	33%
3 Hidden Splendor Ct	8657.0	1877.0	22%	3400	37%
67 Thaynes Canyon Drive	10018.5	2695.0	27%	5400	54%
2 Hidden Splendor/71 Thaynes Canyon Dr	22893.5	3989.0	17%	6000	26%
4 and 6 Hidden Splendor Ct	22929.5	4938.0	22%	4800	21%
8 Hidden Splendor Ct	8355.5	3445.0	41%	4400	53%
10 Hidden Splendor Ct	8190.0	2943.0	36%	4500	54%
12 Hidden Splendor Ct	8788.0	2344.5	27%	2700	31%
14 Claimjumper Ct	16771.0	3126.0	19%	3000	17%
12 Claimjumper Ct	10182.0	2102.0	21%	4200	37%
Average:	15,105	3,451	23%	~4700 sq ft	34%

9 Hidden Splendor Court	
Total Lot Size (acres, not including Lots 82A and 83A)	0.52
Total Lot Size (sq. ft., not including Lots 82A and 83A)	22,651.50
Allowable Footprint* (sq. ft., lot size x average footprint ratio -23%)	5,209.78
Allowable House Size (sq. ft., lot size x average house size ratio -34%)	7701.51

*Subject to Planning Director approval, a structure may exceed the allowable footprint by 1000 square feet if at least 50% of the footprint is a single story structure or by 1500 square feet if at least 75% of the footprint is a single story.

water pipeline installation would close the road on the south at the intersection of King and Ridge. She would have to ask the workers to move their cars or equipment so she could leave Sampson Avenue. Ms. Sletta stressed the importance of making sure that mitigation plans are enforced. She asked the Commissioners to consider a scenario that would impede emergency vehicles because of the projects and related traffic. She believed this project was more than what the neighborhood could handle.

Chair Worel closed the public hearing.

Chair Worel understood that the applicant had asked that this item be continued to March 25th rather than March 11th as indicated on the agenda. Planner Alexander noted that the agenda was fairly full for March 25th. If the Commissioners preferred, the applicant was amendable to a continuation to April 8th.

MOTION: Commissioner Strachan moved to CONTINUE the Alice Claim Subdivision and Plat Amendment public hearing to April 8, 2015. Commissioner Band seconded the motion.

VOTE: The motion passed unanimously.

2. Alice Claim south of intersection of King Road and Ridge Avenue – Conditional Use Permit for retaining walls up to 25' in height (Application PL-15-02669)

Chair Worel opened the public hearing. There were no comments. Chair Worel closed the public hearing.

MOTION: Commissioner Strachan moved to CONTINUE the public hearing on the Alice Claim CUP to April 8, 2015. Commissioner Band seconded the motion.

VOTE: The motion passed unanimously.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

1. 9 Hidden Splendor Court – 9 Hidden Splendor Re-Plat – Plat Amendment to combine four lots into a single lot of record (Application PL-15-02535)

Planner John Boehm reviewed the application for the proposed 9 Hidden Splendor subdivision plat. The applicant was requesting a plat amendment to combine four existing lots into a single lot of record. The lot combination would involve Lots 82 and 82A, and the remnant lots of 83 and 83A of the Thaynes Canyon Subdivision.

Planner Boehm stated that it was important to understand the history of the neighborhood in order to fully understand this application. He noted that the Thaynes Canyon Subdivision Plat was originally approved by the City Council in July 1971. In February 1977 an addition to the Thaynes Canyon subdivision plat was approved adding lots 65A through 84A to the subdivision. Planner Boehm pointed out that the added land was a remnant of the Park City Golf Course that was not utilized or maintained by the golf course. The land was added to the Thaynes Canyon Subdivision with several conditions that were outlined in a March 23, 1977 agreement between the City and the Royal Street Land Company, who was the developer at the time. Planner Boehm explained that the 1977 Land Use Agreement limits the use of these added "A lots" to landscaping or private recreation facilities. The agreement also mentions that garages may be built in these areas, but only if approved by the City through a Conditional Use Permit.

Planner Boehm stated that the only prior approval of a plat amendment involving these A lots that the staff could find involved a property directly to the south of the subject property. On July 25, 1996 the City Council approved a four-lot combination for the 13 Hidden Splendor Subdivision known as the Eriksen Plat. A note was added to the new plat to ensure a continuance of the 1977 agreement. Planner Boehm reported that in keeping with the 1977 agreement the City approved a Conditional Use Permit for construction of a garage in the former A lot in August 1996. He noted that 380 square feet of this garage encroached into the former A lots.

The Staff had analyzed the proposed plat amendment and recommended that if approved, a note be placed on the new plat to ensure continuance of this 1977 agreement. The Staff also found that lot combinations in the single family zone where this proposed plat is located requires a restriction on the maximum house size allowed on the combined lot. Planner Boehm stated that in subdivisions where maximum house size is not specified, such as Thaynes Canyon, the Planning Director must determine the maximum house size based on neighborhood compatibility. The Staff worked with the Planning Director to make the determination outlined in the Staff report.

Planner Boehm stated that given the precedence established by the 13 Hidden Splendor Plat Amendment, the reduction in allowed house size and the proposed continuance of the restrictions of the 1977 Land Use Agreement, the Staff found good cause for this plat amendment.

The Staff recommended that the Planning Commission conduct a public hearing and consider forwarding a positive recommendation to the City Council based on the findings of fact, conclusions of law and conditions of approval found in the draft ordinance.

Marshal King, with Alliance Engineering and Solem Casparic, the project architect, were the applicant's representatives.

Commissioner Strachan asked if there was a mechanism to keep the 1977 agreement in place without a plat note, or whether the plat note was needed to ensure that the A lots remain for recreational use or a garage.

Assistant City Attorney recommended that a note be added on the plat to ensure that the restrictions are identified. Director Eddington agreed that it was a good idea to match the recorded document. Commissioner Strachan asked if the note was placed on the Eriksen re-plat for the south lot. Planner Boehm answered yes.

Commissioner Phillips referred to the existing garage and understood that all four lots were combined for 13 Hidden Splendor. Planner Boehm replied that he was correct. Commissioner Phillips asked if the 10-foot setback for the house was maintained. Planner Boehm answered no. It is all one structure. The house encroaches into the setback and the garage goes into the A lots. Director Eddington clarified that it was allowed per a conditional use permit.

Chair Worel opened the public hearing.

Doug Stevens, the adjacent property owner, did not believe there was any question that building could not occur on the A lots. He thought the most unexpected impact would be how it affects and changes the neighborhood. Mr. Stevens stated that the applicant the applicant was not only asking for the lot combination, but also to eliminate the ten foot rear-yard setback. He did his own due diligence when he purchased his property and he looked at the property line for the normal lots and saw where the homes were built. He did a visual analysis of how any new construction would affect his property. Mr. Stevens stated that based on his due diligence he made the decision to purchase his property. He is now being asked to accept that a house could eliminate that 10-foot rear-yard setback. Mr. Stevens stated that it may not be a big issue on a lot by lot basis; however, there is significant open space back there and the natural tendency would be to move the built-environment back to the property line. Doing so would have a negative impact on the neighborhood. He and his neighbors believe the neighborhood should be developed by keeping the built environment and the mass of the built environment near the streets and not pushed back into the open area. Mr. Stevens did not oppose re-platting the property, but he would like to have the original setbacks from the original plat maintained.

Lori Sweeney stated that she lives on the lower right-hand side behind this lot. Ms. Sweeney agreed with Mr. Stevens comments. She stated that the open space is the gem of the neighborhood, and taking away or reducing the open space would financially impact

their homes. Ms. Sweeney was concerned that if they say yes to this applicant, what they would do with future applicants who make the same request, since several homes in the neighborhood need remodeling. Rules are in place and the setbacks are very important to the neighborhood. Ms. Sweeney asked the Planning Commission to make sure the setbacks are kept in place and to make those stipulations in this process.

Ruth Drapkin, stated that she lives on Lot 65 and 65A. When she purchased her home she put a lot of consideration into the open space in that area, as well as the character of the neighborhood. Combining the lots and allowing for a bigger home and not respecting the setbacks would not take into consideration the character of the neighborhood.

Chair Worel closed the public hearing.

Commissioner Joyce stated that he was in sync with the public comments. He was comfortable combining the lots and he had no issues with the house size because it was compatible with houses in the area. He clarified that before hearing public comment he had the same issues with moving the setback. Commissioner Joyce believed that when someone buys into a platted subdivision the building footprints are already defined and the neighbors should be able to count on that agreed-to legal document. In his opinion, when someone wants to change what is already in place to make it advantageous for them, the question is whether it creates negative impacts on the rest of the neighborhood. If the answer is yes, then the person who wants to change it should keep with the agreement they bought into when they purchased their property. Commissioner Joyce clarified that he had no problems with anything other than eliminating the 10' foot setback. He believed it was clear that when the A lots were deeded to the owners of the adjacent lots, it was done to protect that land for specific uses. He felt certain that the intent was to protect the open space in the back. Commissioner Joyce stated that his opinion would be consistent for anyone who would approach them about combining the A lots with their existing lots. He suggested the possibility of updating the 1970's document to be clear that if the lots are combined the 10' foot setback would remain.

Commissioner Band expressed her concern with the consistency logic because the City had already allowed Stein Eriksen to do it. He was allowed to replat and got a garage because of it. She stated that when they say yes to one it is difficult to say no to everyone else. Commissioner Band remarked that another part of the argument is that this is open space and it has been used as open space. However, the plat also allows basketball courts and garages with a conditional use permit, and she believed those uses could change the character of the neighborhood as well. In her opinion, it is not really open space it is just currently being used as open space.

Commissioner Joyce understood that the space may have other things in it, but when they gave the land to the owners they attached specific restrictions. He was trying to be very consistent with that intent. Commissioner Joyce was bothered by the Stein Eriksen issue. He thought it was a mistake that was made 20 years ago in a different time and place based on different judgment. Commissioner Joyce was surprised that the City had allowed Stein Eriksen to do what he did, but it was not a reason to continue making the same mistake.

Commissioner Band concurred, however, in their recent legal training they were told that once a conditional use permit is issued they needed to be consistent with other applications. She liked keeping the original setbacks and she was persuaded by Commissioner Joyce's argument, but she was unsure how they could deny the request when the precedent had already been set with a prior CUP.

Commissioner Phillips pointed out that this application was not a conditional use permit, which made it different. He agreed with Commissioner Joyce and echoed his sentiments. For whatever reason Stein Eriksen was allowed the Conditional Use Permit, he felt it was a mistake. Commissioner Phillips preferred to learn from that mistake rather than continue to make the same mistake. He had carefully looked at both sides of the issue and he believed they should not perpetuate the problem. Commissioner Phillips also struggled with the fact that there was no proof as to whether or not it affects the property owners, which they also learned from their legal training with the Ombudsman. Commissioner Phillips was divided on the matter but he reiterated his agreement with Commissioner Joyce.

Commissioner Strachan stated that changing the setbacks is generally not something he likes to do. He could not find the analysis for good cause for that part of the application in the Staff report; and he asked if there was good cause finding for the setback. Planner Boehm replied that the good cause analysis was only done for eliminating the lot line. Commissioner Strachan asked the applicant what good cause they would assert for eliminating the setback.

Marshal King with Alliance Engineering stated that after the lot lines are removed the setback becomes 50' to 55' on the owner's property, which is a considerable setback. Secondly, the existing house is only 7 feet from the line as it exists now. Therefore, they would be allowed to go an additional 7 feet to that lot.

Commissioner Strachan understood that the proposed ordinance would limit the maximum house size to 7,702 square feet. He questioned why that size of a house would not fit within the existing setbacks if the lot lines are removed. Mr. Casparic, the project architect, believed it would fit because currently they could build a 20,000 square foot house on the

parcel. Mr. Casparic noted that the lots were combined for Stein Eriksen and he built into the A lot. This applicant was not proposing to build into the A lot. They were not requesting a conditional use permit because they only want the ability to build to the A lot. Commissioner Strachan stated that if the applicant could build the proposed 7,702 square foot house on the lot within the existing setbacks, he could not see a good cause for changing those.

Commissioner Phillips concurred that the struggle was with the setback and not the size of the house. Commissioner Strachan clarified that house size was a separate analysis. Without that analysis he did not believe they could say for certain that there were no issues with the house size. It is a separate analysis that was not before them this evening.

Commissioner Strachan stated that in the end he agreed with Commissioner Joyce. He suggested that Findings of Fact #13 and #14 should be Conditions of Approval instead of Findings.

Assistant City Attorney McLean suggested that they also consider adding a Finding of Fact stating that the LMC has changed and that the good cause requirement came into effect after the 1977 agreement and the Stein Eriksen replat in 1996. Director Eddington stated that they should also add a Finding noting that this meets with the compatibility of the neighborhood and that the Planning Commission recommends that the 10-foot setback be maintained for all the A lots to keep it consistent. Commissioner Strachan noted that the good cause verbiage was referenced in LMC 15-7-7, Utah Code Annotated 10-98-609.

Mr. King pointed out that the agreement allows the owner the option to build a garage on the property. He remarked that the garage could still be built with the 10-foot setback but it would not be attached to the house. He understood that it was a separate issue from what was being discussed this evening. Commissioner Joyce replied that nothing in the agreement says that an owner has the right to build an attached garage versus a detached garage. Mr. King stated that if the 10-foot setback was put in on the original lot and someone wanted a detached garage in the back, he questioned whether the garage was better than having no 10-foot along the lot line. He asked if the agreement would go away and the owner would no longer be allowed to build the garage in that area.

Commissioner Strachan thought it was a question for the drafters of the 1977 agreement, and a question for the Planning Commission if a CUP application comes before them for a garage. Mr. King thought it was strange to allow a structure back there regardless of whether it is a garage or living quarter, and to have a 10-foot setback, because the idea of the setback is to keep anything from being built beyond the 10 feet. If the reason for the setback is to keep anything from going back there, he questioned why a garage would be

allowed through a CUP. Commissioner Strachan pointed out that it was a result of the 1977 agreement.

Commissioner Thimm thought it was important to look at this application through the lens of the policy that is already in place. The policy is that the Planning Commission could consider a CUP approval for a garage. When he visited the site and studied the documents, the question that kept coming up in his mind was whether removing the lot line removes the intent of what seems to be an established built-to line. Commissioner Thimm stated that he could not find that it would occur that way. Regardless of whether or not it happened in the Stein Eriksen parcel, he could not see perpetuating a decision based solely on that fact. Commissioner Thimm agreed with Commissioner Joyce that there was an establish inference of a build-to line at that point. Commissioner Thimm was comfortable combining the lots. He believed the Staff made good findings in terms of the allowable size of the house because it appears to be consistent with the neighborhood.

Commissioner Campbell agreed with Mr. King in principle, but he thought it was more than an inference. The 10-foot setback was there when this applicant and all the neighbors purchase their lots, and everyone had the same expectation. He could only support moving it if all the neighbors came in and supported moving it. Commissioner Campbell believed that when Stein Eriksen did his it was not in anyone's way, which is why the neighbors then, and probably now, did not object. From the comments this evening there was clear objection to moving the setback. In terms of the garage, Commissioner Campbell did not believe anyone expected it to be an attached garage. He agreed that the neighbors would not be happy if this applicant built a garage back there. He also agreed that the applicant has the right to build a garage in that location, but it would have to be a detached garage.

MOTION: Commissioner Strachan moved to forward a POSITIVE recommendation to the City Council for the plat amendment at 9 Hidden Splendor Court, according to the Findings of Fact, Conclusions of Law and Conditions of Approval found in the draft ordinance and as amended. Commissioner Joyce seconded the motion.

Commissioner Strachan clarified that the Findings of Fact were amended to include a Finding that the good cause requirement in the LMC and the State Statute came into effect after the original Stein Eriksen replat. Commissioner Campbell clarified that the setback remains unchanged. Commissioner Strachan stated that he could find nothing in the Conditions of Approval as written that changed the setbacks. Assistant City Attorney McLean recommended that they also add a Condition of Approval stating that any house building must be set back 10 feet from the original lot line adjacent to the A lots. Commissioner Campbell noted that they were already 7 feet away. He asked if it was appropriate to make it more restrictive. Director Eddington replied that it was an existing

non-compliant structure; therefore, if the structure is removed by any means other than an act of God or an accident, it would have to be built to the 10' setback. He suggested that they keep the language at 10-feet if they intend to implement the 10 foot setback.

Chair Worel asked if Commissioner Strachan wanted his motion to include moving Findings of Fact #13 and #14 into Conditions of Approval. Commissioner Strachan answered yes. He drafted a condition to read, "The original setbacks from the existing lot lines shall be maintained. "No setbacks shall be changed by this plat amendment." Commissioner Campbell thought the wording made it sound like 10-feet from the new property.

Assistant City Attorney McLean believed the Planning Commission's intent was clear. Before it goes to the City Council the Legal Department would review it to make sure that the language in the condition of approval is wordsmithed in a way to reflect their very clear intent.

VOTE: The motion passed unanimously.

Findings of Fact – 9 Hidden Splendor Court

1. The subject property is located at 9 Hidden Splendor Court within the Single Family (SF) District.
2. The proposed 9 Hidden Splendor Subdivision consists of Lot 82 and a portion of Lot 83, and Lot 82A and a portion of lot 83A, of the additions to Lots 65-84 Thaynes Canyon Subdivision.
3. On November 4, 2014, the applicants submitted an application for a plat amendment to combine four (4) lots containing a total of 32,083 square feet into one (1) lot of record.
4. The application was deemed complete on November 4, 2014.
5. There is an existing single-family home and detached garage on Lot 82 at 9 Hidden Splendor.
6. The existing single family home is located seven feet (7') from the rear property line on Lot 82, making it an existing, non-compliant structure as the current rear yard setback for the Thaynes Canyon No. 1 Subdivision is ten feet (10').
7. Lots 82A, 83A and the remnant portion of Lot 83 at 9 Hidden Splendor are currently

vacant.

8. There is a five foot (5') utility easement along the front of Lots 82 and 83.
9. There is a seven foot (7') utility and drainage easement along the sides and rear of Lots 82 and 83.
10. There is a recorded stream easement along the rear of Lot 83A and a portion of Lot 82A.
11. An Agreement between the City and Royal Street Land Company, restricting the use of parcels 65A-84A, was recorded at the Summit County Recorder's Office on March 23, 1977.
12. City Council approved a four lot plat amendment for the neighboring property at 13 Hidden Splendor Court on July 25, 1996.
13. As conditioned, the proposed plat amendment does not create any new noncomplying or non-conforming situations.
14. The Good Cause requirement for subdivision plats was added to Utah State Code after the 1996 Eriksen Replat.

Conclusions of Law – 9 Hidden Splendor Court

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

Conditions of Approval – 9 Hidden Splendor Court

1. Prior to plat recordation a note shall be added to the plat stating that all conditions of the March 23, 1977 Agreement between Royal Street Land Company and the City,

as stated in the document recorded as entry #137582 in Book M93, at the Summit County Recorder's Office, shall apply. The area affected by the Agreement shall be cross-hatched on the plat prior to recordation.

2. A 12 wide drainage/stream easement will be provided along the back lot line.
3. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
4. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
5. The Planning Director has determined that the maximum allowed footprint of a new home on the combined lots shall be 5,210 square feet with allowances of an additional 1,000 square feet for structures that are at least 50% single-story or 1,500 square feet for structures that are at least 75% single-story.
6. The Planning Director has determined that the maximum house size on the combined lots shall be 7,702 square feet.

2. **1345 Lowell Avenue – Master Planned Development Agreement Amendment – Proposed Interconnect Gondola Between Canyons and PCMR & Snow Hut Remodel/Expansion** (Application PL-15-02800)

Commissioner Strachan recused himself and left the room.

Planner Francisco Astorga reviewed the request for an amendment to the Master Planned Development and the Mountain Upgrade Plan at PCMR. The Staff recommended that the Planning Commission review the submitted MPD amendment and the Mountain Upgrade Plan and provide direction to the applicant and Staff. The Staff also recommended that the Planning Commission conduct a public hearing this evening and continue the item to March 25, 2015.

Planner Astorga stated that the purpose of the amendment is to amend the Mountain Upgrade Plan for the interconnect lift, and to expand the Snow Hut on-mountain restaurant. The second portion of the amendment is to fulfill the requirements of the 2007 Annexation



City Council Staff Report

Subject: JUDGE AND SPIRO TUNNELS MINING-INFLUENCED-WATER
TREATMENT EVALUATION –
PHASE IA ENGINEERING SERVICES
PROFESSIONAL SERVICES AGREEMENT

Author: Roger McClain, Water Engineer

Department: Public Works, Water

Date: March 19, 2015

Type of Item: Administrative

Summary Recommendations:

Staff recommends Council authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with CH2M Hill, Inc., for Judge and Spiro Tunnels Mining-Influenced-Water Treatment Evaluation Phase IA Engineering Services in an amount of \$185,000.

Topic/Description:

Engineering Services for the Judge and Spiro Tunnels Mining-Influenced-Water Treatment Evaluation Phase IA are in accordance with the Water Strategic Plan's Source Strategies & Policies as follows:

- Source, Water Quality and Infrastructure
- Maximize efficient use of existing City sources;
- Protect existing water sources;
- Ensure public health and safety is protected through quality water; and
- Maximize operational efficiency.

Acronyms and Abbreviations:

The following acronyms and abbreviations have been used in this report:

CIP	Capital Improvement Project
City	Park City Municipal Corporation
DDW	Utah Division of Drinking Water
DWQ	Utah Division of Water Quality
EPA	Environmental Protection Agency
MCL	Maximum Contaminant Level
M-I-W	Mining-Influenced-Water
PCMC	Park city Municipal Corporation
PSA	Professional Services Agreement
RFQ	Request for Qualifications
SCO	Stipulated Compliance Order
SOQ	Statements of Qualifications
SWTP	Spiro Water Treatment Plant
UPDES	Utah Pollutant Discharge Elimination System
Water	Park City Municipal Water Department

Background:

In 2009, EPA Region 8 and the Utah Division of Water Quality (DWQ) directed Park City to obtain Utah Pollutant Discharge Elimination System (UPDES) permits for the Judge Tunnel and Spiro Tunnel. Subsequently, because of the complex nature of the water sources and the existing water system, local conditions and climate, and financial constraints, Park City requested compliance schedules to provide adequate time to properly fund and develop a plan to treat each source to come into compliance with the final effluent limits that will be established in the final UPDES permits. Park City Municipal Corporation (PCMC) has recently been issued UPDES permits for the waters discharging from the Judge and Spiro Tunnels (Tunnels). Concurrent with the issuance of the permits, as a result of the associated factors, UDWQ and PCMC entered into a Stipulated Compliance Order (SCO). The SCO requires Park City to develop and implement a plan under an Integrated Framework, generally, by first addressing discharges at the Judge Tunnel, followed by Spiro Tunnel discharges at a later date. A graphic, outlining pertinent milestones in the SCO, is provided in *Appendix A*.

Project Approach:

Since the issuance of the SCO, Water Department Staff has developed a draft Project Charter including goals and guiding principles to meet the requirements outlined in the SCO. The Project Charter will be a working document throughout the many years this effort will span and is intended to document progress, goals, decisions made, assumptions, segment deliverables and contracts, and outline future steps. This document will be revisited by staff on a regular basis and updated as we collect additional data. The goals and guiding principles are:

- i. Keep it simple
- ii. Maintain current and future anticipated regulatory compliance and partnerships
- iii. Balance water quality goals and financial impacts
- iv. Maximize community benefit from the tunnels

To achieve these goals and guiding principles, the “Project” will be undertaken in multiple phases with each progressive phase more clearly defining the next.

Project Phasing

Two initial phases have been established consisting of the initial planning and programming efforts for the Project. Future phases will be developed based on the findings of Phase II.

PHASE I

Phase I has been identified as having the primary goal of; *Identify Viable Treatment Alternatives that reliably meet the UPDES permit limits and drinking water regulations for Judge, Spiro, and combined Judge/Spiro Mining-Influenced Waters*. Phase I, which is expected to take 12 to 15 months, will include professional assessments and evaluations of potential treatment process(es) to meet Judge and Spiro tunnel waters anticipated UPDES permit limits, drinking water Maximum Contaminant Levels (MCLs),

and/or City defined water quality goals. The purpose of Phase I is to obtain a more accurate understanding of available and viable treatment processes and their requirements so that the selected alternative(s) can be advanced to Phase II. The Phase I alternatives evaluation process is expected to yield 2 to 3 preferred treatment process alternatives that are the most broadly acceptable; and have the greatest benefit to the City. Expected Outcomes of Phase I are:

- A. Preferred Treatment Process Alternative(s) for Judge Tunnel Mine Water
- B. Preferred Treatment Process Alternative(s) for Spiro Tunnel Mine Water
- C. Preferred Treatment Process Alternative(s) for Judge and Spiro Tunnel Combined Mine Waters
- D. Treatment Facility Concept Study for Recommended Alternative(s)

The extent of work required within Phase I is dependent on the development of viable alternatives. Consequently, Phase I has been further divided into three segments, each of which will be more completely defined and scoped as the treatment process selection progresses and required process evaluation work is identified.

Phase IA – Desktop Evaluation (included in this contract): The initial work effort will involve collection, aggregation, and review of available tunnel discharge water quality and flowrate information, permit limits, drinking water MCLs, and/or other City specified goals for use in desktop evaluations. Subsequently, through desktop evaluations, treatment process alternatives which meet the Project goals and defined end-point criteria and parameters will be developed. Desktop evaluations will provide a basis for identifying and selecting viable treatment process alternatives for further evaluation in Phase IB which will be included in a future addendum 1.

Phase IB – Bench/Pilot Testing of Alternatives (not included in this contract – future addendum 1): Phase IB will further refine the viable treatment process alternatives through bench-scale and pilot-scale testing, analysis, and comparative evaluations. Evaluations will implement: the development of quantifiable performance measures; comparison of treatment alternatives in direct relation to the Project goals and objectives; an approach that defines constraints to bound the problem and avoid consuming unnecessary time analyzing or debating alternatives that are physically, economically, environmentally, or even politically infeasible [restated, they need to be practical]. The required level of bench-scale and pilot-scale testing effort will be more clearly defined during the Phase IA – Desktop Evaluation alternatives evaluation. Based on the best available information we have today, the estimated cost of Phase IB will be \$250,000 - \$500,000 plus laboratory and some material costs. Actual cost will be determined at the conclusion of Phase IA.

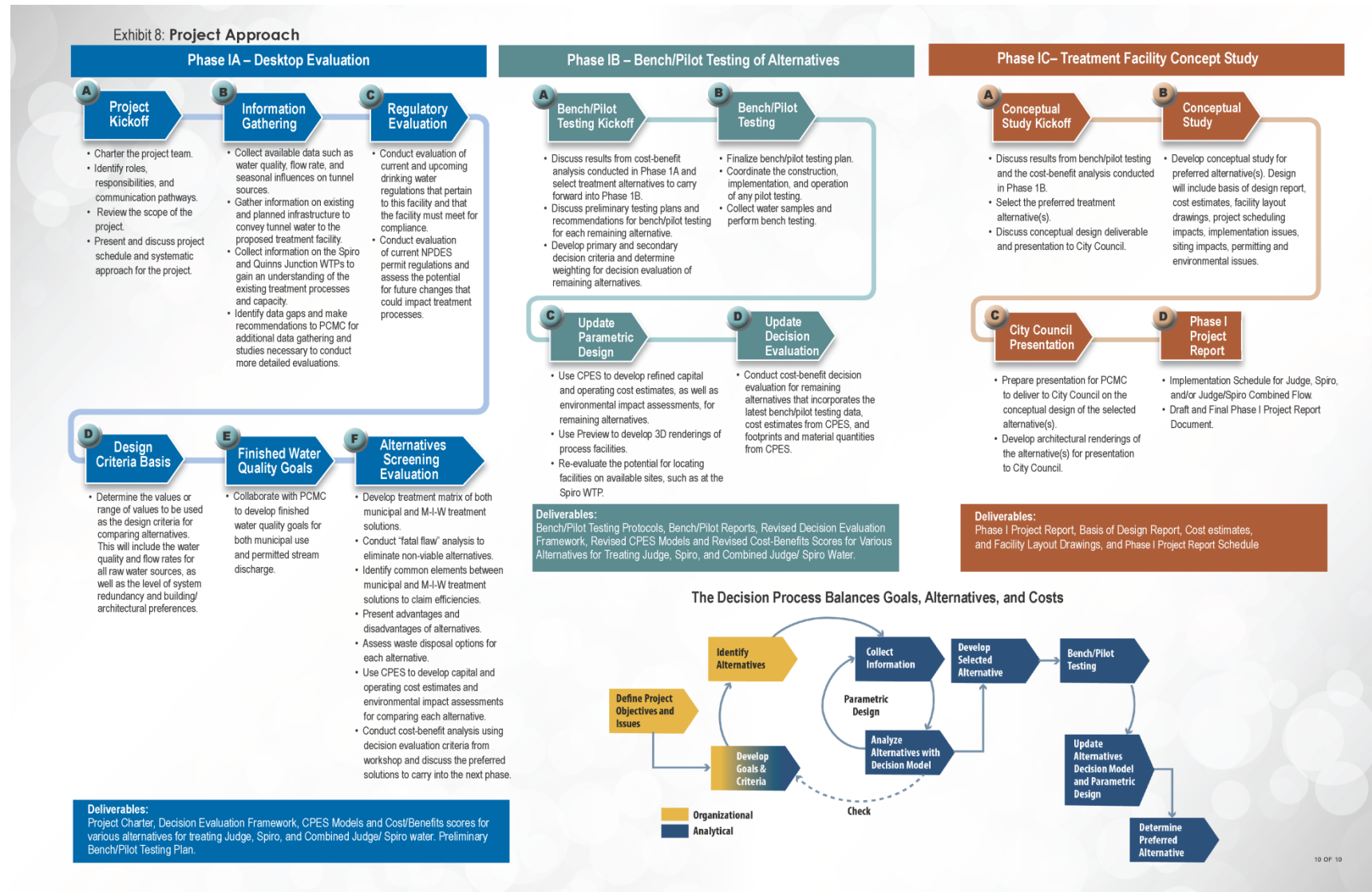
Phase IC – Treatment Facility Concept Study (not included in this contract – future addendum 2): Phase IC will include the evaluation of the preferred treatment process alternative(s) and provide information relative to treatment process impacts to be used in the Phase II evaluation. In order to advance the preferred alternatives to Phase II, the Phase I evaluation of the preferred treatment process alternatives will yield process related information such as: professional assessments on the treatment processes, planning-level estimates of process operational and maintenance costs, Project scheduling impacts, implementation issues, siting impacts, permitting and environmental issues, and other potential treatment costs for the alternatives. Concept

level facility designs for each selected process may be required to facilitate the Phase II analysis. Based on the best available information we have today, the estimated cost of Phase IC will be \$100,000 - \$250,000. Actual cost will be determined at the conclusion of Phase IB.

Phase I Schedule: To meet milestones outlined in the SCO, the following schedule is anticipated for the Phase I evaluation studies:

- Phase IA - Desktop Evaluation of Treatment Process Alternatives, Complete July 1, 2015
- Phase IB - Identification of Viable Treatment Processes (Bench and/or Pilot-scale testing), Complete March 1, 2016
- Phase IC - Evaluation of Preferred Alternative(s) (Conceptual Study), Complete July 1, 2016

The following graphical illustration presents the Phase I Project Approach that was contained in the selected consultant's statement of qualifications.



Phase II

In Phase II, the alternative(s) selected in Phase I will be further evaluated with respect to impacts on treatment location(s) and overall water system planning. Phase II is expected to yield the selection of final treatment process(es) and treatment location(s). These results will be reported to DWQ in accordance with the SCO requirements.

Consultant Selection

The need for a Project consultant was identified to best address the Project's complex needs, maximize the benefit from external experience and perspectives, ensure a proper analysis of evaluations, and receive expert viewpoints of how treatment processes and findings meet the City's goals and objectives. Based on the Project objectives, a Request for Qualifications (RFQ) was issued for the purpose of obtaining professional engineering services to assist the City in meeting the SCO requirements and the City's long-term treatment requirements and goals for the tunnel waters. The RFQ centered on selecting a firm to provide professional engineering services related to Phase I of the Project. Additionally, the RFP anticipated that the City may choose to limit the work to Phase 1A, 1B, and/or 1C, or add additional Project phases to the scope of services which may involve professional engineering services for work such as:

- Spiro Water Treatment Plant (SWTP) design and construction services required to incorporate Judge Tunnel source water into the SWTP for drinking water treatment only on an interim basis
- Treatment location and site evaluation of treatment processes identified in Phase I
- Post Phase I work including drinking water and stream water (per UPDES permits) treatment design and/or construction engineering services
- Evaluation of distribution system impacts associated with treatment location and strategy
- Other services related to addressing the SCO requirements and the Project objectives and goals as determined by the City

This report addresses the Professional Services Agreement (PSA) for the consultant selected to provide Project related Engineering Services. The consultant will be contracted under a PSA with a scope and associated fee developed and negotiated following completion of each Phase. At this time, only Phase IA has been scoped in detail since the work beyond identification of the preferred alternatives depends on the nature of the alternatives to be carried forward into Phases IB, IC, and Phase II, etc.

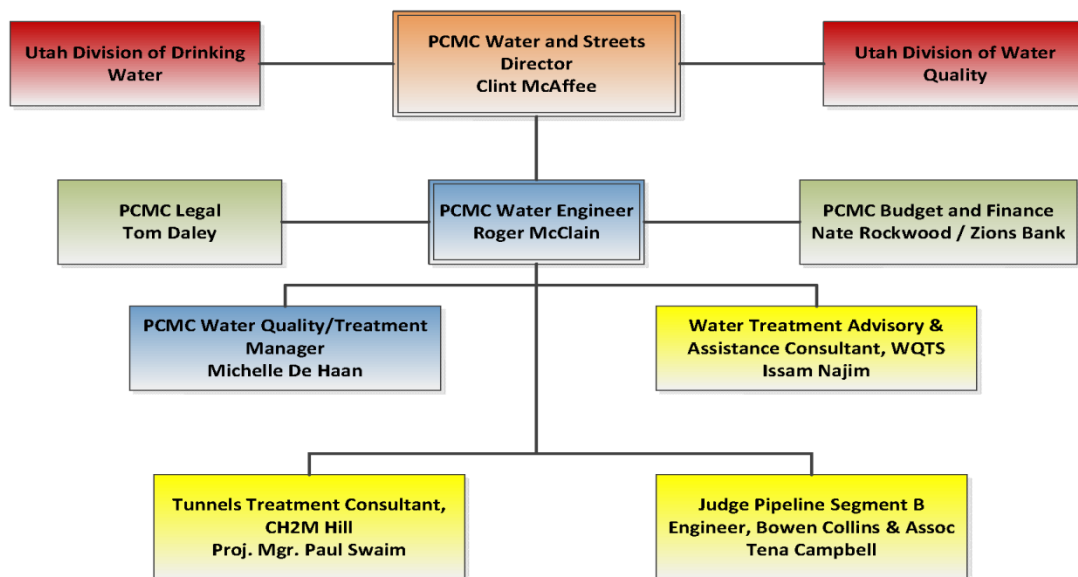
Due to the progressive nature of the Project, it is anticipated that future Phases will be presented to City Council as amendment(s) to the initial PSA. Council should be aware that the total contract amount, including amendments associated with future phases, will significantly exceed the initial PSA amount. The City has retained the option of soliciting and selecting a different consulting firm for future phases of the work.

Project Organization

For reference, the following Project Organization Chart shows the contracted and selected consultants and Park City staff assignments relative to the Judge and Spiro Tunnels M-I-W Treatment Evaluation.

Water Quality Treatment Solutions, Inc., (WQTS), selected for the Project through a similar but separate selection process, is currently under contract with the City to provide water quality advisory and assistance services. Because of the complexities associated with metals removal in water treatment and water quality, WQTS will serve as an extension of the City staff to provide an independent look at the specific treatment process development and evaluation.

**Judge and Spiro Tunnels Mining-Influenced-Water Treatment Project
Project Organization Chart**



Analysis:

The City's purchasing policies exempt professional service contracts from any requirement for competitive bidding in terms of dollar amount. 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 consultants were provided the following criteria as guidance in developing their Statements of Qualifications (SOQs):

- Firm History and Qualifications
- Team Structure and Key Personnel
- Specific Experience Applicable to Dewatering and Microfiltration (past 5 years)
- Evaluation/Treatment Experience of Metals-laden Water
- Project Approach and Ability to Meet the Schedule
- Proof of Insurance and Rate Structure
- Other factors deemed relevant by the selection committee

A Request for Qualifications (RFQ) was issued on December 8, 2014. The RFQ was advertised on the City website, online at utahlegals.com, and in the Park Record and Salt Lake Tribune during the period of December 8, 2014 through January 23, 2015.

The six consultants listed below submitted Statements of Qualifications in response to the RFQ:

Waterworks Engineers
AECOM
Tetra Tech Inc.
Carollo Engineers, Inc.
CH2M Hill
Stantec Consulting Services, Inc.

Evaluation Criteria

A selection committee, comprised of Clint McAfee (Water), Roger McClain (Water), Chad Busch (Water), Michelle De Haan (Water), and Jason Christensen (Water), used the following criteria to evaluate the submitted SOQs as to how well each proposal met the City's requirements as presented in the RFQ.

1. Proposer Identification – Weighted importance 5%
2. Team Organization and Qualifications – Weighted importance 15%
3. Phase I Specific - Experience and References – Weighted importance 25%
4. Project Approach – Weighted importance 25%
5. General Qualifications – Weighted importance 10%
6. Summary – Weighted importance 10%
7. Additional Proposal Requirements – Weighted importance 10%

There was no local preference included in the weighting since no qualified water engineering firms submitting a Statement of Qualifications have their entire teams' physical presence & staff based in Summit County. Should any local engineering firm have applied, qualification number seven would have considered local preference.

Following receipt of SOQs on January 23, 2015, the selection committee met and, based on the evaluation criteria, determined the Project would best be served by the selection CH2M Hill to provide engineering services. Due to the completeness of the SOQ's received, the selection committee determined that interviews were not warranted.

Staff has developed and negotiated the Phase IA scope of services and associated fees with CH2M Hill Engineers, Inc., included in Exhibit B to the Staff Report. The scope of services and fee summary are to be included in the Professional Services Agreement, as Addendum A, in an amount not-to-exceed of \$185,000.00. Staff feels that these fees are usual and customary with projects of this type, scope, and complexity.

The City's Project Manager, Roger McClain, will be working under the guidance of the Water and Streets Director.

Department Review:

This report has been reviewed by representatives of Public Works, Legal and the City Manager's Office and their comments have been integrated into this report.

Alternatives:**A. Approve:**

Council could authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with CH2M Hill Engineers, Inc., for Phase IA engineering services on the Judge and Spiro Tunnels Mining-Influenced Water Treatment Evaluation project in an amount of \$185,000.

B. Deny:

Council could deny the request for the agreement. Denying the request could result in a delay to the project as alternate planning, engineering and management methods are evaluated.

C. Modify:

Council could modify the request for the agreement. Modifying the request could result in a delay to the project as the impacts of the requested modifications on the planning, engineering and/or management elements are evaluated.

D. Continue the Item:

Council could continue the request for the agreement. Continuing the request could result in a delay to the project until key elements can be addressed.

E. Do Nothing:

Staff does not recommend this alternative. Doing nothing would delay treatment evaluations for the time-critical project and create a potential inability to meet existing water obligations, future water quality requirements, and compliance with the SCO.

Significant Impacts:

	Preserving & Enhancing the Natural Environment (Environmental Impact)	Responsive, Cutting- Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Managed natural resources balancing ecosystem needs + Enhanced water quality and high customer confidence + Adequate and reliable water supply - Reduced municipal, business and community carbon footprints	+ Fiscally and legally sound + Well-maintained assets and infrastructure + Streamlined and flexible operating processes
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Positive 	Positive 

Funding Source:

The funding for the project is from service fees and is part of the approved 5-year Water CIP.

Consequences of not taking the recommended action:

Delays in the treatment process evaluation will potentially impact the ability to meet the requirements of the Clean Water Act and/or deadlines related to the SCO for the Judge and Spiro Tunnel source water. This could potentially result in the inability to meet compliance obligations and/or result in fines.

Recommendation:

Staff recommends Council authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with CH2M Hill Engineers, Inc., for Phase IA Engineering Services on the Judge and Spiro Tunnels Mining-Influenced-Water Treatment Evaluation in an amount of \$185,000.

Exhibits:

EXHIBIT A: Judge and Spiro Tunnels Comprehensive SCO Compliance Schedule

EXHIBIT B: Judge and Spiro Tunnels Mining-Influenced-Water Treatment Evaluation – Phase IA Engineering Services, CH2M Hill Engineers, Inc., Scope of Services and Fee Summary

EXHIBIT A

Judge and Spiro Comprehensive Stipulated Compliance Schedule

DRAFT – Judge and Spiro Comprehensive Schedule 8.1.2014

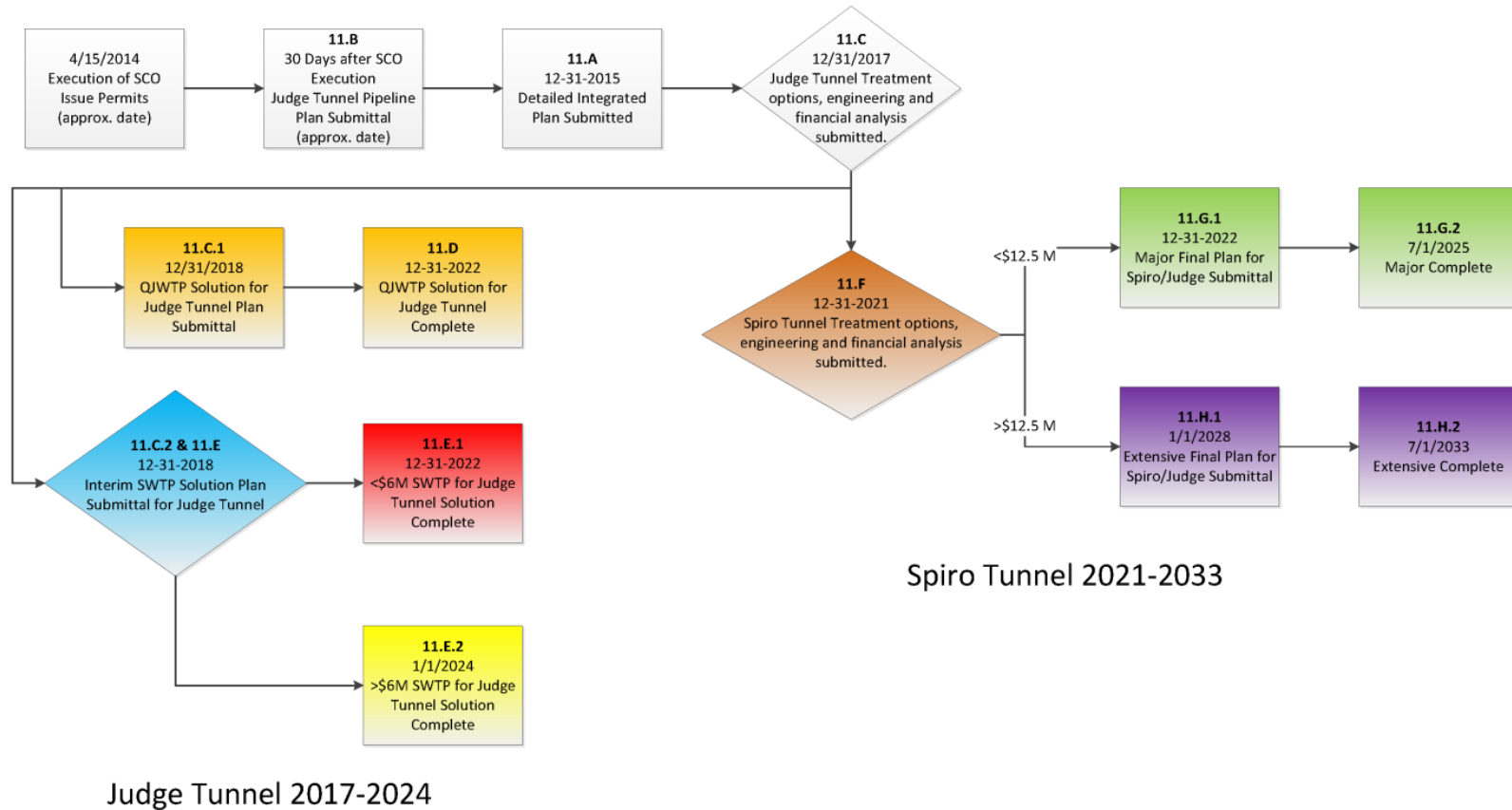


EXHIBIT B

**Judge and Spiro Tunnels Mining-Influenced-Water Treatment Evaluation –
Phase IA Engineering Services**

CH2M HILL ENGINEERS, INC.
SCOPE OF SERVICES AND FEE SUMMARY

Exhibit A – Scope of Services

Park City Municipal Corporation

Engineering Services for Judge and Spiro Tunnels Mining-Influenced Water Treatment

This Scope of Work is to the SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT (AGREEMENT) between Park City Municipal Corporation (PCMC or OWNER) and CH2M HILL ENGINEERS, Inc. (ENGINEER). The work covered under this Scope of Work includes a desktop evaluation of treatment alternatives for municipal and mining-influenced water. Future phases of work (to be covered by addendum) will consist of bench/pilot testing of alternatives, and a treatment facility concept study.

Scope of Services

PCMC requires a desktop evaluation of treatment alternatives for mining-influenced water from the Judge and Spiro Tunnels, encompassing treatment for municipal drinking water use and for discharge to local streams in accordance with a Stipulated Compliance Order (SCO). The Scope of Services to be provided for this Project consists of conducting a kickoff workshop, information gathering, a regulatory evaluation, development of the design criteria basis for each alternative, establishing finished water quality goals, and conducting an alternatives screening evaluation. The services to be provided are categorized into the following tasks and subtasks.

Task 1—Project Management

The purpose of this task is to provide for the initiation and overall management of project activities. An overall schedule and work plan will be prepared and implemented so that work activities are completed in a properly integrated and timely manner. In addition, this task includes those elements necessary to properly manage, lead, and control the project.

Subtask 1.A - Project Planning: Develop the project management plan (PMP) describing level-of-effort, schedule, deliverables, and quality reviewers for each activity and the project as a whole. Execute the PMP, proactively identify potential deviations, and implement corrective actions as needed. Included in this subtask are the following activities to be completed by the ENGINEER:

- Staff management: identify and utilize the appropriate staff for each project activity. Supervise the project team and identify actions needed to maintain the project schedule
- Change management: plan for project changes as the work is executed. Changes in scope will be communicated to OWNER. ENGINEER will provide progress reports to OWNER's project manager, as necessary.
- Monitor progress, identify changes, and provide OWNER with proactive communications regarding changes.
- Develop a decision log for documenting decisions made during the project and an action item log with deadlines.
- Establish a SharePoint site for use by the PCMC and ENGINEER project team.
- Schedule: prepare and provide periodic updates to the Project Schedule (in a bulleted Milestone list format) showing preliminary dates for deliverables and anticipated dates for workshops, QC reviews, meetings, and submittals.

Subtask 1.B - Overall Project Coordination: Monitor and direct the work and track progress against project goals and requirements. Adjudicate approaches, goals, or constraints identified or faced by ENGINEER's team. Coordinate with PCMC to assess overall satisfaction and meeting goals.

Subtask 1.C - Progress Reports and Invoicing: Prepare monthly progress reports and invoices identifying work completed versus planned schedule and budget milestones. Respond to PCMC questions and address concerns. As requested, develop short (3-5 slide) summary PowerPoint presentation materials for PCMC use in informing City Council of activities. Attend one City Council meeting upon request, concurrent with a scheduled project workshop.

Subtask 1.D - Quality Control Review, Coordination, and Response: Implement and carry out a quality assurance/quality control (QA/QC) program. ENGINEER will coordinate the participation of senior reviewers and perform internal QC review of work products at appropriate points in the project. Formal internal QC review of work products will be performed prior to sending deliverables to OWNER for review.

Midway through the phase of work (Phase IA) described in this scope of services, ENGINEER will develop the scope of services and budget for Phase IB.

Task 1 Deliverables

- Monthly milestone schedule and decision log updates
- Summary slides updating completed activities, on an as requested basis, 3 events anticipated
- Monthly progress reports and Invoices
- Scope of Services and budget for Phase IB

Task 2 – Desktop Evaluation

Complete a desktop evaluation of treatment alternatives for municipal and mining-influenced water, as outlined in the following subtasks:

- Project Kickoff Workshop
- Information Gathering
- Regulatory Evaluation
- Design Criteria Basis
- Finished Water Quality Goals
- Alternatives Screening Evaluation
- Develop Bench/Pilot Testing Plan as defined in Subtask 2.G.
- Summary Workshop and Summary Technical Memorandum

Subtask 2.A – Project Kickoff Workshop: ENGINEER will prepare for and lead a 4-hour workshop with PCMC to kickoff the project, review the efforts completed by PCMC, charter the project teams of the OWNER, WATER QUALITY ADVISORY CONSULTANT – WQTS and ENGINEER, identify roles, responsibilities, and communication pathways, review the scope of the project, and present and discuss project schedule and systematic approach for the project.

ENGINEER will prepare an agenda for the workshop at least one week in advance of the workshop, develop presentation materials, and prepare and distribute a draft and final workshop summary.

Subtask 2.B – Information Gathering: ENGINEER will collaborate with OWNER to collect information from the OWNER to assist in developing and evaluating alternatives for the project, including the following:

-
- Collect available data on raw water quality, flow rate, and seasonal influences on tunnel sources.
 - Gather information on existing and planned infrastructure to convey tunnel water to the proposed treatment facilities.
 - Collect information on the Spiro and Quinns Junction WTPs to gain an understanding of the existing treatment processes and capacity
 - Identify data gaps and make recommendations to PCMC for additional data gathering and studies necessary to conduct more detailed evaluations.

Subtask 2.C – Regulatory Evaluation: ENGINEER will conduct an evaluation of current and upcoming drinking water regulations that pertain to this facility and that the facility must meet for compliance. ENGINEER will also conduct an evaluation of current UPDES permit regulations and assess the potential for future changes that could impact treatment processes.

Subtask 2.D – Design Criteria Basis: ENGINEER will combine the information gathered, the regulatory drivers, Park City Water Quality goals, information on OWNER's system, and ENGINEER's experience to develop the conceptual design criteria. ENGINEER will identify the alternatives for consideration, and determine the values or range of values to be used as the design criteria for comparing alternatives. This will include the water quality and flow rates for the raw water sources, as well as the level of system redundancy.

A summary workshop will be held with the OWNER to review subtasks 2.A, 2.B, and 2.C. ENGINEER will prepare an agenda for the workshop at least one week in advance of the workshop, develop presentation materials, and prepare and distribute a draft and final workshop summary.

Subtask 2.E – Finished Water Quality Goals: ENGINEER will collaborate with OWNER to develop finished water quality goals for both municipal drinking water use and permitted stream discharge. ENGINEER will perform initial calculations for a blended discharge location, and develop initial recommendations for a future permit modification strategy.

Subtask 2.F – Alternatives Screening Evaluation: ENGINEER will develop a matrix of municipal and mining-influenced water treatment solutions. The matrix of alternatives will be used to develop the alternatives for screening as part of the decision evaluation approach. For this subtask, the ENGINEER will:

- Conduct a "fatal flaw" analysis to eliminate non-viable alternatives.
- Identify common elements between municipal and M-I-W treatment solutions to identify efficiencies.
- Develop evaluation criteria for use in the decision evaluation including criteria weights (importance) and scoring methodologies to quantify each criterion.
- Use the decision evaluation approach to present advantages and disadvantages of alternatives.
- Use ENGINEER's parametric design and cost estimating system (CPES) to develop capital and operating cost estimates and environmental impact assessments for comparing each alternative.
- Assess waste disposal options for each alternative.

-
- Conduct cost-benefit analysis using decision evaluation criteria from project workshop and discuss the preferred solutions to carry into the next phase.

Two project workshops will be held for Subtask 2.F. The first workshop will focus on reviewing the list of alternatives, eliminating alternatives with fatal flaws, developing evaluation criteria, assigning weighting to each criterion, and developing scoring methodologies to quantify the benefits of each criterion. The second workshop will focus on populating the decision evaluation and reviewing initial results.

For each workshop, ENGINEER will prepare an agenda for the workshop at least one week in advance of the workshop, develop presentation materials, and prepare and distribute a draft and final workshop summary.

The decision evaluation will include separate segments for municipal drinking water treatment for both tunnels individually and combined, for Judge Tunnel mining-influenced water for stream discharge, for Spiro Tunnel mining-influenced water for stream discharge, and for combined Judge and Spiro tunnel mining-influenced water for combined stream discharge.

As part of this subtask, for each alternative, ENGINEER will develop conceptual level project capital costs, O&M costs, and lifecycle costs for up to 15 treatment alternatives, including 5 alternatives for municipal drinking water treatment, up to 5 alternatives for mining-influenced water treatment for stream discharge for Judge and Spiro water (individually), and up to 5 alternatives for combined flows from Judge and Spiro tunnels for combined discharge. The conceptual level costs will be built in CPES from concept basis for sizing process units, facilities, equipment, and piping, etc. The criteria will be based on design criteria basis from Subtask 2.D.

Subtask 2.G – Develop Preliminary Bench/Pilot Testing Plan: ENGINEER will conduct a data gap analysis from the work completed for the alternatives screening evaluation to identify the specific items that need to be verified as part of the planned Phase 1B Bench/Pilot Testing (requiring execution of an amendment to the Agreement). For this Subtask 2.G, the ENGINEER will develop a basic bench/pilot testing plan to include the treatment alternatives to be tested at bench and pilot scale, as well as specifics for testing such as planned length of testing, equipment to be used for testing, location of testing, and objectives for testing. The deliverable will be a scope, fee, and projected costs for Phase 1B based on Phase 1A findings.

Subtask 2.H – Summary Workshop and Summary Technical Memorandum: ENGINEER will summarize the findings of the work completed for Task 2 in a draft technical memorandum (TM). Following a one week review time for the OWNER, ENGINEER will conduct a review workshop (Desktop Summary Review Workshop) with PCMC staff to present and discuss the Phase 1A results and the TM. Following the workshop, ENGINEER will incorporate OWNER comments on the draft TM into the final TM.

Task 2 Deliverables

- Decision Evaluation Framework (Excel spreadsheet model).
- Workshop agenda and workshop summaries (minutes), one (1) electronic copy in Adobe PDF.
- Draft and Final TM incorporating CPES Models and cost/benefit scores for alternatives for treating Judge, Spiro, and Combined Judge/ Spiro water. (Two (2) hardcopies, one (1) electronic copy in Adobe PDF, and one (1) electronic copy in Microsoft Word, of the Draft and Final TMs will be provided.)
- Preliminary Bench/Pilot Testing Plan, one (1) electronic copy in Adobe PDF.
- Scope, fee, and projected costs for Phase 1B

Amendments

The OWNER may elect to amend the contract at a later date for the following tasks.

- Phase IB: Bench/Pilot Testing of Alternatives
- Phase IC: Treatment Facility Concept Study

Project associated services as included in the RFQ

Assumptions

The following assumptions were used in developing this Scope of Services and fee for ENGINEER's services. These assumptions are in addition to the scope and additional services set forth in the preceding scope of services:

- OWNER and/or ENGINEER will give prompt notice whenever it is observed or becomes apparent that a development may affect the scope or timing of the Project.
- Aerial mapping and existing site and utility plans will be provided by PCMC. PCMC staff to provide other additional information as needed.
- Workshops will be conducted with PCMC key personnel at OWNER's office and be no longer than 4 hours in duration.
- OWNER will make its facilities accessible to ENGINEER, as required for ENGINEER's performance of its services.
- The cost estimates will be consistent with Class 5 estimates as defined by the Estimate Classification system of the American Association of the Advancement of Cost Engineering International (AACE International), formerly known as the American Association of Cost Engineers (AACE). The estimates will be developed without detailed engineering data and are considered approximate. Class 5 estimates are normally expected to be accurate within minus 50 percent to plus 100 percent. This range implies that there is a high probability that the final project cost will fall within the range.

Schedule

The activities associated with this Scope of Services will be completed in accordance with the following approximate schedule assuming the Notice to Proceed authorizing the above described work is signed and delivered to ENGINEER no later than March 20, 2015:

- Desktop Evaluation Summary Workshop – June 15, 2015
- Submit Desktop Evaluation Final Report – July 1, 2015

Compensation

Compensation by OWNER to ENGINEER will be as described in Exhibit B.

EXHIBIT B - FEE SUMMARY

EXHIBIT B-1: DESKTOP EVALUATION

Description	Fee
Time and Materials: Task 1 Project Management	\$ 27,928
Time and Materials: Task 2 Desktop Evaluation	\$ 154,150
<i>Total Consultant (including sub consultants) Labor, including mark-ups</i>	<i>\$ 163,528</i>
<i>Total Direct Costs, including mark-ups</i>	<i>\$ 16,000</i>
TOTAL FEE	\$ 182,078

Note: Time and Materials based on EXHIBIT B-2

EXHIBIT B-2: PER DIEM RATE SCHEDULE AND DIRECT EXPENSES

Functional Category	Personnel	Hourly Rate
Senior Program Manager		\$ 298
Program Manager		\$ 280
Principal Project Manager/Principal Technologist	Paul Swaim, Hal Davis	\$ 225
Sr. Project Manager/Sr. Technologist	Joseph Zalla	\$ 195
Project Manager/Engineer Specialist		\$ 175
Associate Project Manager/Project Engineer	Brock Emerson	\$ 150
Associate Engineer		\$ 130
Staff Engineer 2		\$ 120
Staff Engineer 1		\$ 105
Engineering/Environmental Tech 5		\$ 140
Engineering/Environmental Tech 4		\$ 130
Engineering/Environmental Tech 3		\$ 115
Engineering/Environmental Tech 2		\$ 95
Senior Office Administration		\$ 102
Office/Clerical/Accounting		\$ 82

(1) Per diem rates include allowances for salary, payroll, taxes, fringe benefits, overhead, and profit, but do not include allowances for direct expenses.

(2) These rates are effective until December 31, 2015.

(3) Rate Schedule subject to annual revision to reflect current rates. Submittal of proposed ENGINEER rate schedule adjustments and associated contract impacts to occur 30 days minimum prior to each December 31 for review by the OWNER. OWNER authorized rate schedule adjustments to become effective the following January 1.

(4) Auto Mileage billed at Current IRS Rate. Auto Rentals, Other Travel, Equipment Rental, and Postage/ Freight billed at Actual Rate. Subcontractors and Outside Services Billed at Actual +10%.

Compensation

Compensation by OWNER to ENGINEER will be as follows:

Cost Reimbursable Per Diem (Time and Materials)

All items specifically included in this Scope of Services shall be on a Time and Materials basis in the amount not to exceed \$182,078.00. All Time and Material work shall be at the Per Diem Rates referenced in Exhibit B-2, plus Direct Expenses, plus 10 percent of subcontracts and outside services.

Budget

ENGINEER will make reasonable efforts to complete the work within the budget and will keep OWNER informed of progress toward that end so that the budget or work effort can be adjusted if found necessary. ENGINEER will give prompt notice to OWNER whenever ENGINEER observes or becomes aware of any significant development that affects the scope or timing of ENGINEER's services. Refer to the Professional Services Agreement, Paragraphs 3 and 13.

Per Diem Rates

Per Diem Rates are those hourly rates that will be charged as described above on the Project by ENGINEER's employees of the indicated classifications. The Per Diem Rates for this Project are listed in Exhibit B-2. These rates are subject to revision for other projects and annual calendar year adjustments; include all allowances for salary, overheads and fees; but do not include allowances for Direct Expenses, subcontracts and outside services.

Direct Expenses

Direct Expenses are those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals and lodging, mail, and equipment and supplies; (2) ENGINEER's current standard rate charges for direct use of ENGINEER's vehicles, printing and reproduction services, and certain field equipment; and (3) ENGINEER's standard project charges for computing systems, special health and safety requirements of OSHA, and telecommunications services.

Renegotiation of Compensation

If the Project progresses under different conditions than the Scope of Services and assumptions listed in Exhibit A, or if Project timing deviates from the assumed schedule for causes beyond ENGINEER's control, refer to Professional Services Agreement, Paragraphs 3 and 13.

Invoicing

Amount invoiced each month will be based on actual costs based on labor hours times Per Diem rate and direct expenses on Cost Reimbursable tasks through date of invoice.



City Council Staff Report

Subject: WATER SCADA & TELEMETRY SYSTEM UPGRADE PHASE 1A
PROFESSIONAL SERVICE AGREEMENT
Author: Nick Graue, Water Project Engineer
Department: Public Works, Water
Date: March 19, 2015
Type of Item: Administrative

Summary Recommendations:

Staff recommends Council authorize the City Manager to execute a Professional Service Agreement, in a form approved by the City Attorney, with Carollo Engineers for the Water SCADA & Telemetry System Upgrade Phase 1A project in the amount of \$168,000

Topic/Description:

Professional engineering services for the Water SCADA and Telemetry System Phase 1A are in accordance with the Water Strategic Plan's Source Strategies & Policies as follows:

- Source, Water Quality and Infrastructure
- Maximize efficient use of existing City sources;
- Protect existing water sources;
- Ensure public health and safety is protected through quality water; and
- Maximize operational efficiency.

Acronyms and Abbreviations:

The following acronyms and abbreviations have been used in this report:

CIP	Capital Improvements Program
City	Park City Municipal Corporation
GIS	Geographic Information System
GMP	Guaranteed Maximum Price
PSA	Professional Service Agreement
RFQ	Request for Qualifications
RTU	Remote Terminal Unit
SCADA	Supervisory Control and Data Acquisition
SOQ	Statement of Qualifications

Background:

Supervisory Control and Data Acquisition (SCADA) refers to a system that collects data from various sensors at remote locations and then sends the data to a central computer, which then manages and controls the data. The City's Water Department SCADA System enables remote control of such water system operations as tank levels, pumps, and treatment processes, and monitors operational status, water quality, flows, and

water system pressures throughout the water distribution and storage system, treatment facilities, and open channel water conveyance flumes and weirs.

Park City's complicated water system demands an effective, reliable SCADA system for reliable control and operational efficiency. The current SCADA system does not meet the Water Department's needs and goals relative to operations, data management, energy efficiency, or security. The existing SCADA system has been in operation since the 1980's and is currently outdated and a liability. The deficiencies and vulnerabilities of the existing system, presented below, interfere with staff's ability to properly, efficiently, and reliably operate the system.

- Outdated hardware
- Outdated and proprietary software
- Limited ability to transfer data between system and sites
- Limited system support services
- Lack of current system documentation
- System inability for operational analysis, such as trending and data extraction
- Acute reliability issues

After a thorough examination of the existing SCADA system by Water staff, the findings indicated an inability to upgrade the existing system. Therefore efforts into a full (with the exception of the Quinn's Junction Water Treatment Plant SCADA system which was installed new with the plant construction) system upgrade were undertaken.

Project Approach:

To best address the Project's complex needs, maximize the benefit from external experience and perspectives, ensure a proper analysis of system software and hardware, and importantly, maximize efficiency in the changeover from the existing system to the new system (ensuring minimal downtime), the need to pursue a turnkey and phased project approach was determined. To work is scheduled to be completed in four (4) phases:

Phase 1. Upgrade the Water Department's existing SCADA system with a new SCADA platform

Phase 2. Integrate the new water SCADA system with the City's existing Computerized Maintenance Management System

Phase 3. Develop additional analytical and reporting capabilities for the water treatment, water distribution, and water conveyance systems

Phase 4. Integrate the new SCADA system with the City's existing GIS

The most critical phase of the SCADA and Telemetry System Upgrade project is Phase 1. This portion involves the system design, integration, construction, and installation and is the turnkey portion of the project. The work is to be performed in two steps;

Phase 1A – System Design and Integration; and Phase 1B – System Construction, Integration, and Installation.

Phase IA – Initial SCADA System Design (included in this contract): The first phase of this progressive design build project includes initial planning and coordination, design, initial SCADA programming, and equipment procurement preparation.

Phase IB – SCADA System Installation and Integration (not included in this contract – future addendum 1): The second phase of the project includes hardware and software procurement, RTU panel construction, completion of SCADA programming, and upgraded SCADA system testing, installation, and commissioning.

Due to the nature of the SCADA system design/construction/installation where the system design/programming (integration) effort is required during the entire duration of the project, it is anticipated that Phase IB will be incorporated into the Phase 1A contract by addendum. Prior to the completion of Phase IA, at approximately 75% design completion, the consultant will prepare and submit a Guaranteed Maximum Price (GMP) proposal to the City for Phase 1B. The City will subsequently review, negotiate and if an acceptable GMP can be agreed upon, prepare an amendment to the Phase IA contract for approval by the City Council. Based on the best available information to date, the estimated GMP for Phase IB will be in the range of \$750,000 to \$1,000,000.

Phase 1A is scheduled to be completed in mid-July 2015, and Phase IB, which provides a fully operational SCADA system, is scheduled to be completed in late November 2015. Subsequently, needs for Phase 3 and 4 will be developed, scope of work and fees established, and supplemental addenda or separate contracts presented to City Council.

Analysis:

The City's purchasing policies exempt professional service contracts from any requirement for competitive bidding in terms of dollar amount. 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 consultants were provided the following criteria as guidance in developing their Statements of Qualifications (SOQs):

- Firm History and Qualifications
- Team Structure and Key Personnel
- Specific Experience Applicable to SCADA System Design and Installation
- Project Approach and Ability to Meet the Schedule
- Proof of Insurance and Rate Structure
- Other factors deemed relevant by the selection committee

A Request for Qualifications (RFQ) was issued on November 24th, 2014. The RFQ was advertised in the Park Record and Salt Lake Tribune on 11/26, 11/30, 12/7, 12/14 and 12/21 of 2014, online at utahlegals.com, and on the Park City website beginning on

November 26th, 2014. The three consultants listed below submitted Statements of Qualifications in response to the RFQ:

- APCO, Inc.
- CH2M HILL
- Carollo Engineers

Evaluation Criteria

A selection committee, comprised of Clint McAfee (Water), Roger McClain (Water), Kyle MacArthur (Water), Chad Busch (Water), and Nick Graue (Water), used the following criteria to evaluate the submitted SOQs as to how well each proposal met the City's requirements as presented in the RFQ:

1. General Information – Weighted Importance 10%
2. Project Understanding – Weighted Importance 10%
3. Qualifications, Experience, and References – Weighted Importance 25%
4. Project Approach – Weighted Importance 25%
5. Summary – Weighted Importance 10%
6. Additional Proposal Requirements – Weighted Importance 10%

There was no local preference included in the weighting since no qualified water engineering firms submitting a Statement of Qualifications have their entire teams' physical presence and staff based in Summit County. Should any local engineering firm have applied, qualification number seven would have considered local preference.

Following receipt of SOQs on January 20th, 2015, the selection committee met and based on the evaluation criteria, determined the Project would best be served by the selection of Carollo Engineers, Inc. to provide engineering and integration services.

Staff has developed and negotiated the Phase IA scope of services and associated fees with Carollo Engineers, included in Exhibit A and Exhibit B to the Staff Report. The scope of services and fee summary are to be included in the Professional Services Agreement, as Addendum A, in an amount not-to-exceed of \$168,000. Staff feels that these fees are usual and customary with projects of this type, scope, and complexity.

The City's project manager, Nick Graue, will be working under the guidance of the Water and Streets Engineer, Roger McClain.

Department Review:

This report has been reviewed by representatives of Public Works, Legal, and the City Manager's Office and their comments have been integrated into this report.

Alternatives:**A. Approve:**

Council could authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with Carollo Engineers for Phase IA engineering services on the Water SCADA and Telemetry System Upgrade project in an amount of \$168,000

B. Deny:

Council could deny the request for the agreement. Denying the request delays or eliminates the enhanced efficiency and operation of the water system.

C. Modify:

Council could modify the request for the agreement. Modifying the request delays or eliminates the enhanced efficiency and operation of the water system.

D. Continue the Item:

Council could continue the request for the agreement. Continuing the request delays or eliminates the enhanced efficiency and operation of the water system.

E. Do Nothing:

Staff does not recommend this alternative. Doing nothing would delay or eliminate the enhanced efficiency and operation of the water system.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?		+ Managed natural resources balancing ecosystem needs + Enhanced water quality and high customer confidence + Effective water conservation program + Adequate and reliable water supply + Reduced municipal, business and community carbon footprints		+ Fiscally and legally sound + Engaged, capable workforce + Well-maintained assets and infrastructure + Streamlined and flexible operating processes
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Neutral 	Very Positive 	Neutral 	Very Positive 
Comments:				

Funding Source:

The funding for the project is from water service fees, the Phase 1A portion of the project is part of the approved 5 year CIP budget.

Consequences of not taking the recommended action:

The project components are critical to the reliable control and efficient operation of the water system. Not taking the recommended action would extend the liability of the existing outdated and obsolete SCADA system.

Recommendation:

Staff recommends Council authorize the City Manager to execute a Professional Service Agreement, in a form approved by the City Attorney, with Carollo Engineers, Inc. for the phase 1A portion of the Water SCADA & Telemetry System upgrade project in the amount of \$168,000

Exhibits:

Exhibit A	Scope of Services
Exhibit B	Project Fee
Exhibit C	Project Schedule
Exhibit D	Professional Service Agreement
Exhibit E	Construction Agreement
Exhibit F	Consultant Contract Exceptions

EXHIBIT A

Work Plan

Park City Water SCADA and Telemetry System Upgrade Project

Scope of Services for Phase 1A

The following scope of work describes the major tasks and activities to be completed in Phase 1A of the Park City Water SCADA and Telemetry System Upgrade Project. The scope includes objectives, specific activities, schedule, critical decisions, and work products for each of the tasks.

Phase 1A is the first phase of this progressive design build project and includes initial planning and coordination, design, initial SCADA programming, and equipment procurement preparation for replacing Park City's SCADA/Telemetry system. Phase 1B is the second phase of the project and includes hardware and software procurement, RTU panel construction, completion of SCADA programming, and upgraded SCADA system testing, installation, and commissioning. Prior to the completion of Phase 1A, at approximately 75% complete, Carollo and PCMC will negotiate and execute an amendment to the Phase 1A contract with a scope, Guaranteed Maximum Price (GMP), and schedule for completing the Phase 1B upgrades.

Upon notice to proceed (estimated to be March 27, 2015), we will immediately begin the discovery and planning process associated with this project. This will involve visiting the City's sites as well as interviewing key City staff. This will aid our team in better understanding the existing infrastructure, the positives and negatives of the existing system, and the main goals and desires of the staff.

TASK 0 – PROJECT MANAGEMENT

As part of the Project Management task, Carollo will develop an internal Project Management Plan (PMP) to guide the project team through its work. The PMP will identify format and schedules for technical workshops, progress meetings, project deliverables, and quality control. It will also outline team responsibilities, project communications, Quality Management procedures, budget tracking, project schedule, and accountability reporting. The PMP will describe both Phase 1A and 1B, although some of the details of Phase 1B PMP will be defined after execution of the contract amendment. Only Phase 1A Project Management is included in this contract.

Deliverables

- Carollo will track and document project percent complete throughout the project. This will assist PCMC in maintaining cost controls for the project. The project completion status report will be included with each invoice sent to PCMC, and will be reviewed at the project bi-weekly meetings. The report will include a listing of all tasks, with a weighted percent complete for each task and a total project percent complete. All Phase 1A tasks will be included in the reports. The project completion status reports will include key performance indicators and milestones for percent complete.
- Carollo will develop and maintain an overall project schedule using CPM rational. This schedule will be updated monthly as the projects progresses. The initial schedule will be

only for Phase 1A and then be modified to include Phase 1B at the time the GMP is prepared.

TASK 1 – WORKSHOPS AND MEETINGS

Objectives and Activities

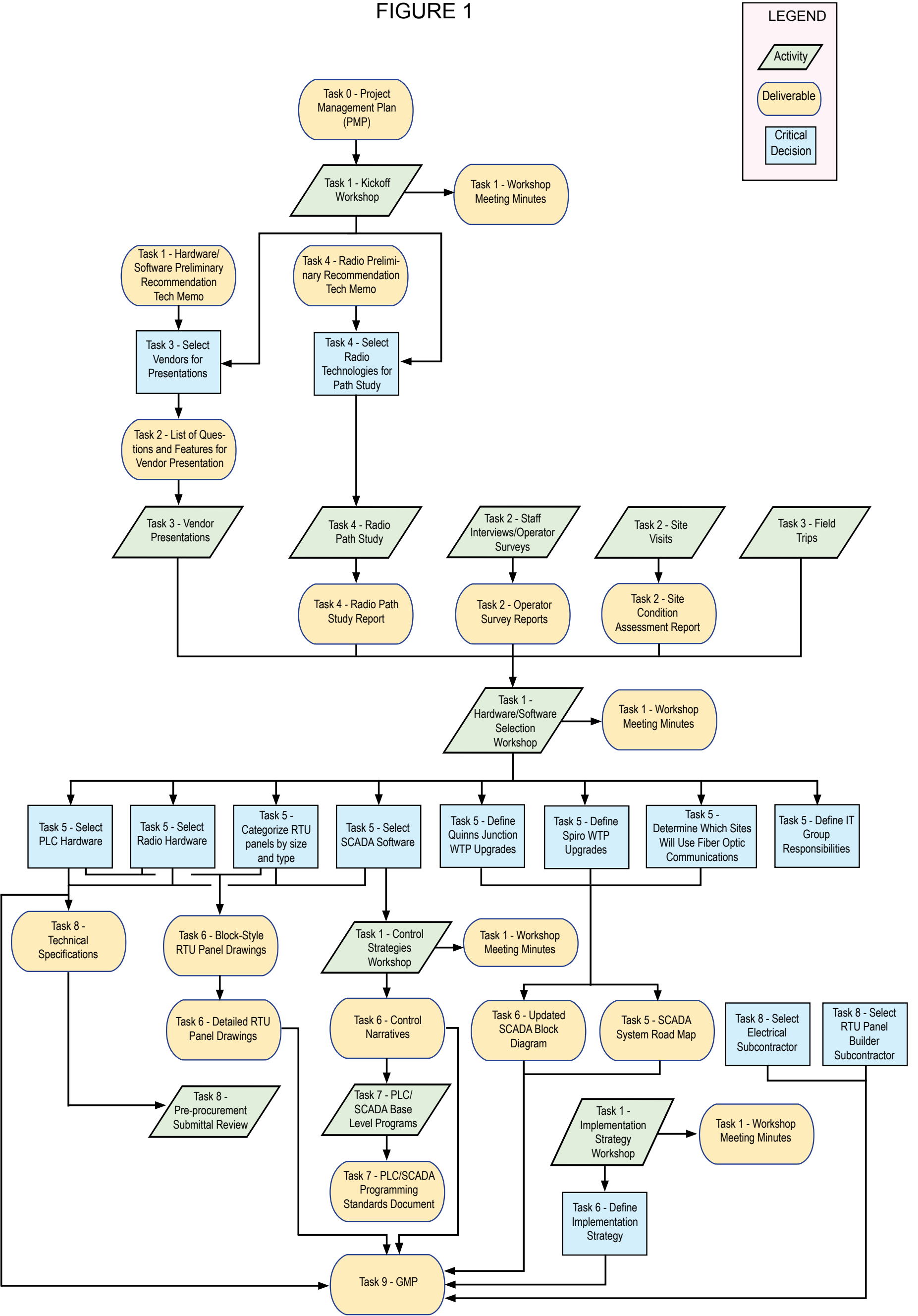
Collaborate and communicate with PCMC, Carollo, and SKM. Workshops and bi-weekly project meetings will be scheduled at critical points in the project. The project workshops will facilitate critical decision making. Figure 1 is a decision-making flowchart detailing the interdependencies between workshops, deliverables, and critical decisions.

- Project Kickoff Workshop. We will review results from staff interviews and site visits to remote sites, Quinn's Junction WTP, and Spiro WTP. We will identify and discuss critical hardware and software elements of the project. We may reach preliminary decisions on some of the basic hardware and software elements to implement. The workshop will include discussion of all 4 project phases.
- Hardware/Software Selection Workshop. This workshop will facilitate making critical hardware and software selection decisions. We will review results of the radio path study, vendor presentations, and field trips to other facilities. This workshop will allow the team to make hardware and software selection decisions early in the project schedule.
- Control Strategies Workshop. We will discuss and make decisions on PLC program logic and SCADA screen functionality and format for remote sites and possible modifications to WTP SCADA systems. We will leverage Carollo's water treatment and distribution experience to discuss any changes required for PLC programming. We will also discuss power monitoring and "smart power" algorithms to help optimize power usage. This workshop will provide the framework for the control narratives that provide the documentation and framework for PLC programming.
- Implementation Strategy Workshop. We will discuss and decide on the implementation strategy for system-wide installation and cut-over.
- Bi-weekly meetings. Throughout Phase 1A, we will hold short biweekly progress meetings with PCMC, Carollo, and SKM. Nick Graue (PCMC Project Manager), Matt Hatch (Carollo Design Lead), and Allen Rogers (SKM Integration Lead) will attend all bi-weekly meetings. Other individuals from PCMC, Carollo, and SKM will attend as needed.

Deliverables

- Technical memorandum following each workshop, documenting workshop discussion and decisions. Each technical memorandum will be provided to the City for review no later than one week after the corresponding workshop.
- Meeting minutes for each bi-weekly progress meeting.
- Technical memorandum listing in table format the market-leading options for major hardware and software packages. This table could include anywhere from 5 to 10 options depending on the item. The table will list important features, advantages, disadvantages, and local users for each option. The table will also discuss cost of each option. The technical memorandum will then present our top 3 or 4 recommendations for each major product type (SCADA software, PLC hardware, etc.) with our reasons for the recommendation. The technical memorandum will be provided prior to the vendor presentations and will facilitate selecting which vendors to invite for presentations.

FIGURE 1



Critical Decisions

- Prior to the vendor presentations, Carollo, SKM and PCMC together will select two or three viable hardware and software vendors to invite for short presentations. This selection will be facilitated by the short technical memorandum listing market-leading products with Carollo/SKM recommendations. .
- During the Hardware/Software Selection Workshop, critical decisions will be made regarding product selection and SCADA system configuration. Those decisions are listed in Task 5 below.

City Effort

Participation of key Park City staff at the project workshops will be critical to a successful project. We encourage participation of Water Department and IT Department staff at each of the project workshops listed above. Workshop duration will vary, but a minimum of half a day should be allocated for each.

Nick Graue (PCMC Project Manager) will attend all bi-weekly meetings. Other PCMC staff will attend as needed.

TASK 2 – SCADA SYSTEM SITE VISITS AND OPERATOR SURVEYS

Objectives and Activities

Understand and clarify PCMC objectives through site visits and operator surveys.

- Operator surveys. We will conduct staff interviews with key staff from PCMC Operations, Maintenance, Treatment, and IT staff. The staff interviews will include discussion of potential topics to focus on during vendor presentations. Prior to the surveys, we will send a short questionnaire to help PCMC staff identify important issues.
- Critical site visits. Our team will conduct site visits to critical remote sites, Quinn's Junction WTP, and Spiro WTP prior to the kickoff meeting. Initially focusing only on the critical sites allows us to quickly obtain information required to prepare for the kickoff meeting. This will help us to identify specific needs for each site and ultimately reduce time spent during installation and start-up. We will assess and document condition of SCADA equipment at each site.
- Remaining site visits. Our team will visit the remaining sites that were not included in the initial round of site visits. If PCMC prefers, we can conduct all site visits at the same time.

Deliverables

- Operator survey summary forms. These forms will summarize in an easy-to-read format, the preferences, concerns, and suggestions of the PCMC operators.
- Condition assessment summary report. We will utilize Carollo software application to document site conditions during site visits. All information gathered will be automatically compiled and formatted into a report for each site. The condition assessments will

include evaluation of the viability of reusing existing SCADA hardware components, such as RTU enclosures, electrical conduit, and antenna masts.

City Effort

- PCMC staff will be participating in operator interviews. Using the questionnaire developed by Carollo as a guideline, those who will be interviewed should prepare in advance to discuss relevant issues during the interview.
- Carollo and SKM will require PCMC personnel to accompany us during site visits to provide access to secure locations and assistance in locating remote sites. We anticipate that these site visits will take several days.

TASK 3 – VENDOR PRESENTATIONS AND FIELD TRIPS

Objectives and Activities

Discuss and understand the available options for SCADA hardware and software. We will invite those vendors selected by PCMC, Carollo, and SKM to make 30 minute presentations (with more time for questions) to PCMC summarizing the capabilities of their hardware or software product as it relates to PCMC SCADA system. We will work with PCMC to prepare a short list of questions and critical features for vendors to focus on. This list will be provided to the vendors prior to their presentations.

Carollo, SKM, and PCMC together will visit two or three facilities that use SCADA hardware and software systems relevant to the PCMC SCADA system. These field trips provide PCMC with hands-on exposure and additional information and ideas on specific systems prior to making final decisions on SCADA hardware and software.

Deliverables

- Vendor presentation materials.

City Effort

All key City personnel should attend the vendor presentations which will last at least half a day. The field trips will require a full day.

TASK 4 – RADIO PATH STUDY

Objectives and Activities

We will conduct an on-site radio path study in conjunction with Google Earth and topographical data. The study will identify radio path obstructions, strength of signal, and effectiveness of signal repeaters. The scope of the study will include two or three viable radio technologies, and will require visiting most or all SCADA sites..

Deliverables

- Radio path study report summarizing study results and recommendations.
- Technical memorandum listing in table format possible options for SCADA remote site communications, including licensed 460 MHz radios, unlicensed 900 MHz radios, other radio technologies, cellular network, and fiber optic. The table will list important features, advantages, and disadvantages for each option. The table will also discuss cost of each option and the possibilities for a hybrid system using multiple communications technologies. The technical memorandum will then present our recommendations for which radio technologies to test in the radio path study.

Critical Decisions

- Selection of radio technologies for radio path study.

City Effort

- There may be some time required of PCMC personnel to provide access to secure locations. However, most of the radio path study will be completed without requiring direct involvement of PCMC staff.

TASK 5 – HARDWARE AND SOFTWARE SELECTION

Objectives and Activities

PCMC will select the specific hardware and software products for the upgraded SCADA system based on a review of available information and Carollo/SKM recommendations. Evaluation of SCADA hardware and software products will include consideration of future project Phases 2 – 4. PCMC will make decisions about the configuration of the upgraded SCADA system as it relates to remote sites, Quinn's Junction WTP, Spiro WTP and City Headquarters on Marsac. This evaluation will include the relationship of the IT group with the Water group.

The Project Kickoff Workshop, system site visits, operator surveys, vendor presentations, field trips, and radio path study described in Tasks 1 – 4 above will provide the information and background necessary to make these decisions. This task culminates with the Hardware/Software Selection Workshop described in Task 1, and some decisions may require additional research during the week after the workshop.

Deliverables

- Short technical memorandum summarizing the Hardware/Software Selection Workshop (included in Task 1)
- SCADA System Road Map which explains the configuration and required work for the overall SCADA system, including Quinn's Junction WTP, Spiro WTP, and other City locations. At the direction of PCMC, portions of this work may be deferred until after completion of Phase 1A and 1B, in which case the Road Map would provide a starting point for PCMC to initiate a future project. The SCADA System Road Map will describe

in a short document the overall approach to the SCADA system – it is not a detailed SCADA master plan. The Road Map will include consideration of future project Phases 2 – 4. The SCADA System Road Map will include an overall system block diagram(s) showing all SCADA locations and major equipment in schematic (block) format. The block diagrams will include multiple drawings showing different options for future system configuration. The SCADA System Road Map will also include a drawing showing all SCADA locations and major equipment in a City-wide geographical site drawing.

Critical Decisions

- Selection of SCADA software manufacturer, including quantity and format of software licenses.
- Selection of PLC hardware manufacturer and platform.
- Selection of radio manufacturer and model.
- Determine basic “size” categories for remote site RTU panels and classify all remote sites into one of these categories. The categorization will be based primarily on I/O count and type.
- Decisions to define modifications to Quinn’s Junction WTP SCADA system and/or PLC components.
- Decisions to define modifications to Spiro WTP SCADA system and/or PLC components.
- Decisions to define communications and SCADA components at other City sites, such as City Hall on Marsac, and Water Department offices on Iron Horse Drive.
- PCMC will determine which sites will utilize fiber optic communications. Some sites may utilize fiber optic with radio as a back-up. These decisions will be based on Carollo/SKM recommendations, the results of the Radio Path Study, the PCMC City Fiber Map, possible future fiber connection to Quinn’s Junction WTP and discussions at the Hardware/Software Selection Workshop. The PCMC IT group will also participate in these discussions and decisions.

City Effort

- The work leading up to this task provides PCMC, Carollo, and SKM with the relevant information necessary to make critical decisions that will allow a successful SCADA upgrade project. PCMC will commit to these decisions throughout the project.
- PCMC, will define roles and responsibilities of the City’s IT group as related to Water SCADA system, including IT hardware and software replacement and maintenance policies. Carollo and SKM will provide recommendations to assist PCMC in defining these roles and responsibilities.

TASK 6 – SCADA SYSTEM DESIGN

Objectives and Activities

Provide the documentation and framework for design of new RTU panels, modifications to other system hardware and software, and PLC and SCADA programming. Carollo and SKM will work closely with PCMC staff to develop an implementation strategy that allows PCMC to continue reliable water treatment and distribution during SCADA system switchover. The details of this

plan will be discussed at the Implementation Strategy Workshop. The plan will include a prioritized staged sequence with smaller groups of remote sites being switched over at one time while other parts of the existing SCADA system remain on-line. Prioritization will be based on replacing those portions of the system that are most critical to PCMC, with the goal to replace those highest priority systems by November 15, 2015.

Deliverables

- Simple control narratives for the SCADA system remote sites with brief, easy-to-read descriptions of the control and monitoring at each remote site. These control narratives will guide the detailed PLC and SCADA screen programming.
- Preliminary block-style RTU panel drawing for each of the RTU panel “size” categories showing box-style outlines of major components and listing all remote sites corresponding to that category. These block-style drawings will facilitate detailed design and will easily convey design intent to PCMC personnel.
- Updated SCADA system block diagram. The updated diagram will include modified and new SCADA system elements.
- Detailed shop drawings for each of the RTU panel “size” categories. Detail will be added to the block-style RTU panel drawings showing all panel components and internal wiring. Minor details customized for each panel will be defined and documented on the drawings using simple schedules.

Additional Assumptions

- System design can be simplified by categorizing the remote sites into basic RTU panel sizes in terms of basic panel layout, dimensions, and complexity.

Critical Decisions

- Carollo and SKM will work closely with PCMC staff to define the implementation strategy.

TASK 7 – PHASE 1A PLC AND SCADA PROGRAMMING

Objectives and Activities

Begin the PLC and SCADA programming based on the results of the Control Strategies Workshop and using the Control Narratives as a guideline. During Phase 1A, a base program will be developed for each type of site such as well, booster, PRV, etc. The base programs will contain all the PLC logic that will be universal between sites. The same effort will take place with the SCADA screen programming. The standard pop-ups, templates, objects, screens, etc. will all be developed during phase 1A so that the work in 1B will basically be assembling the base objects for each site. This will allow Carollo and SKM to focus on panel fabrication, installation, and start-up during Phase 1B without having to complete the bulk of the programming efforts at the same time. Only the Phase 1A portion of the PLC and SCADA Programming is included in this contract.

Deliverables

- Final PLC and SCADA Programming Standards document that explains in detail standards and main organization used to develop PLC logic and SCADA graphic screens. This will include the base programs for PLC and SCADA programming at typical remote sites, such as pump stations, tanks, and PRV stations. This document can be used by PCMC as a guide for any future programming effort by any instrumentation engineer or system integrator.
- Final documentation of the programming -- including electronic copies of commented PLC program logic, SCADA database, and SCADA screens -- will be provided to PCMC upon completion of the programming during Phase 1B, and consequently is not a normal deliverable for Phase 1A. If, however, PCMC elects to not enter into a contract with Carollo for Phase 1B, this documentation will be provided to PCMC at completion of Phase 1A to reflect the status of the programming at that time.

Additional Assumptions

- The effort included in the Phase 1A fee estimate represents a target allowance based on reasonable assumptions. PLC and SCADA programming efforts for Phase 1B will be fully defined and included in Phase 1B scope and fee.

TASK 8 – SOFTWARE AND HARDWARE PROCUREMENT PREPARATION

Objectives and Activities

Preparations for software and hardware procurement will begin prior to the beginning of Phase 1B to accelerate the schedule and provide information required to develop the Guaranteed Maximum Price cost model. Procurement of RTU panel builder subcontractor, electrical subcontractor, SCADA software suppliers, and SCADA hardware suppliers will be a quality based process subject to the project goals defined in the project workshops and discussions.

- Prepare engineering specifications using Carollo's rigorous technical specifications customized for this project. Specifications will be limited to 5 – 10 sections used to procure specific hardware and software. The specifications will be used to convey necessary product features to vendors and for reviewing submittals from hardware and software suppliers. The specifications will not include front-end or general sections, and will not be provided as a project deliverable to PCMC.
- Coordinate with selected hardware and software suppliers. The suppliers will be asked to provide submittals verifying that their products meet all specification requirements. We will review those submittals and require suppliers to make any necessary changes. Carollo and SKM will work closely with PCMC to ensure that procurement begins as early as possible, while still maintaining the budget constraints of Phases 1A and 1B.
- Select RTU panel builder and electrical installation contractor based on Carollo/SKM recommendation, cost, and availability.

Additional Assumptions

- We will not purchase any equipment or begin panel fabrication until Carollo and PCMC have executed the contract amendment for Phase 1B. Completing Task 8 under Phase 1A allows us to purchase equipment and begin panel fabrication immediately upon execution of the contract amendment for Phase 1B.

TASK 9 –GMP PROPOSAL

Objectives and Activities

Carollo will develop and submit a Guaranteed Maximum Price (GMP) proposal at 75% of Phase 1A completion. The GMP proposal will include all costs to provide a fully functional SCADA and Telemetry system replacing the existing system. The GMP and associated scope will provide the basis for negotiation with PCMC for a contract amendment to include Phase 1B.

Deliverables

GMP cost model and detailed proposed scope of work for Phase 1B. The GMP cost model will include a technical memorandum that documents and provides justification for the selection process for SCADA hardware, SCADA software, and subcontractors for Phase 1B work.

The scope and fee have been divided into the 10 tasks above to adequately describe the work. These individual tasks will be invoiced based on the following breakdown:

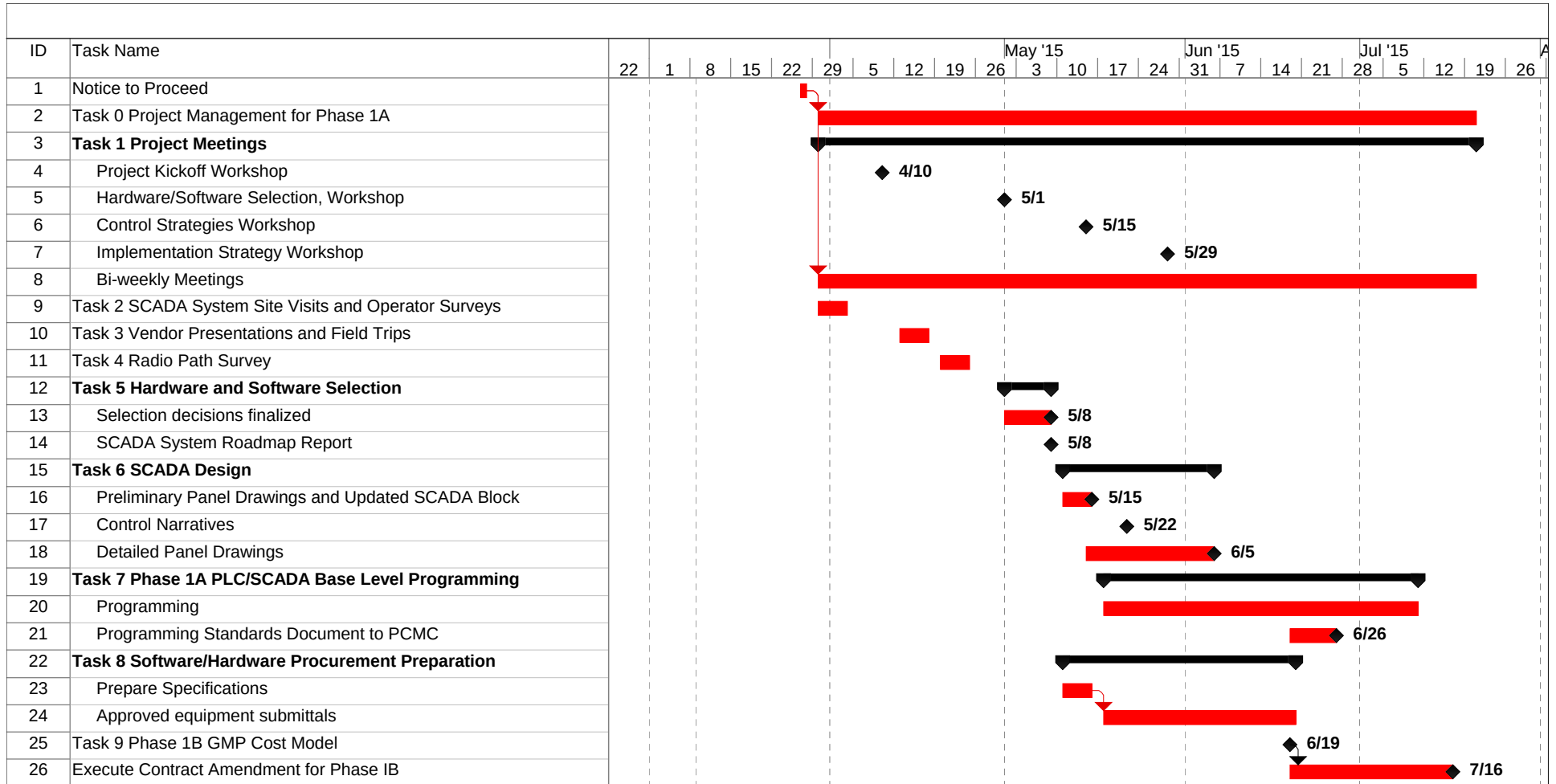
- Project Management, Meetings, and Cost Estimates: Tasks 0, 1 and 9
- Preliminary Planning: Tasks 2 through 5
- Design Phase: Task 6
- Implementation Preparation Tasks 7 and 8

EXHIBIT B

COST FOR ENGINEERING SERVICES -- FINAL (3/9/2015)
WATER SCADA AND TELEMETRY SYSTEM UPGRADE -- PHASE 1A
PARK CITY MUNICIPAL CORPORATION

TASK DESCRIPTION	CAROLLO LABOR HOURS											SKM	PECE (Carollo only)	Other Direct Costs	TOTAL ESTIMATED COSTS
	Phil Suddl Design Build Manager	Alan Domonoske Design Manager	Monte Richard Senior Advisor	Matt Hatch SCADA Design Lead (Project Professional)	Dan Baker CMMS/GIS Integrator (Lead Project Professional)	Justin Sutherland Water Quality Advisor (Professional)	Assistant Professional Senior Designer	Technician/Designer	Clerical / WPS	Carollo Labor Hours	Carollo Labor Costs				
Task 0: Project Management	8	16	0	0	0	0	0	0	4	28	\$5,860	\$0	\$328		\$6,188
Task 1: Workshops and Meetings	12	32	4	54	2	0	0	0	4	108	\$22,520	\$6,830	\$1,264	\$1,200	\$31,814
Task 2: SCADA system site visits, operator surveys	0	6	0	50	0	0	0	0	2	58	\$11,550	\$6,900	\$679	\$300	\$19,429
Task 3: Vendor presentations and field trips (1 day trip, 4@1hr presentations)	0	2	0	14	0	0	0	0	0	16	\$3,260	\$2,110	\$187	\$0	\$5,557
Task 4: Radio path study	0	0	0	2	0	0	0	0	0	2	\$400	\$8,780	\$23	\$200	\$9,403
Task 5: Hardware and Software Selection	0	12	4	52	4	0	0	16	4	92	\$16,740	\$4,930	\$1,076	\$0	\$22,746
Task 6: SCADA system design	0	12	2	50	0	0	0	44	4	112	\$17,680	\$4,680	\$1,310	\$0	\$23,670
Task 7: PLC and SCADA Programming	0	0	0	8	0	0	0	0	0	8	\$1,600	\$25,380	\$94	\$0	\$27,074
Task 8: Software and Hardware Procurement Preparation	8	4	0	24	0	0	0	0	4	40	\$7,900	\$1,840	\$468	\$0	\$10,208
Task 9: Phase 1B GMP Cost Model	24	2	0	8	0	0	0	0	0	34	\$7,580	\$3,260	\$398	\$0	\$11,238
TOTALS	52	86	10	262	6	0	0	60	22	498	\$95,090	\$64,710	\$5,827	\$1,700	\$167,327
Hourly Rate	\$230	\$230	\$200	\$200	\$230	\$170	\$135	\$95	\$85						

EXHIBIT C - PROJECT SCHEDULE



Project: SCADA/Telemetry - Phase 1A Date: Mon 3/9/15	Task		Inactive Milestone		Finish-only	
	Split		Inactive Summary		External Tasks	
	Milestone		Manual Task		External Milestone	
	Summary		Duration-only		Progress	
	Project Summary		Manual Summary Rollup		Deadline	
	External Tasks		Manual Summary			
	External Milestone		Start-only			

EXHIBIT D
PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and _____, a Utah corporation ("Service Provider").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed _____ Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on _____ 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 “Exhibit 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 63G-7-604 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, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. 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.

B. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.

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

D. 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 program, 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. PROHIBITED INTEREST.

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL_____

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 20__, 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

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT “B”

PAYMENT SCHEDULE FOR “EXTRA” WORK

EXHIBIT E

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, P O Box 1480, Park City UT 84060, a municipal corporation of the state of Utah (hereinafter "City"), and _____ which is a (*check one*) ____ corporation ____ partnership ____ sole proprietorship ____ limited liability company (hereinafter "Contractor").

PURPOSE: For the project known as the (project name) (hereinafter "Project"), which consists of (brief description of work and address).

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

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

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

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

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

If written approval is granted to subcontract a part of this contract the Contractor shall require each subcontractor that physically performs services within Utah to submit an affidavit to the Contractor stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee.

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

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

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

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

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

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

of the performance bond or as provided in the project specifications and construction documents, whichever is longer.

E. ADOPTED CODES. All work shall be completed at a minimum in accordance with all building, electric and energy codes adopted by Park City.

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

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

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

A. General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if specifically requested; and employer's practices.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.

C. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident \$500,000 each accident;
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit

"Park City Municipal Corporation" shall be named as an additional insured on the insurance policies and a copy of the endorsement naming the City as an additional insured shall be

attached to the Certificate of Insurance. The City reserves the right to request certified copies of any required policies. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

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

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

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

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

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

section shall be placed in an interest bearing account and the interest shall also be payable to the Contractor upon final payment.

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

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

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

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

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

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **One Hundred Dollars (\$100.00)**, _____ (**Contractor Initials**) which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair

estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

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

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

- A. An agreed lump sum; or in the event the parties cannot agree; then
- B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then
- C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

SECTION 9. DISPUTES. Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which is not disposed of by Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed

diligently with the performance of the contract and in accordance with the City's decision. The decision of the City shall be final and conclusive, but shall not be arbitrary or unreasonable. Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

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

- A. If Contractor or any Subcontractor should substantially violate any of the provisions of this contract;
- B. If Contractor substantially fails to perform any part of this Agreement;
- C. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy two (72) hours;
- D. If Contractor (1) shall become insolvent in a bankruptcy sense; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. '101[10]), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing,

After serving ten (10) days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within ten (10) days after serving such notice,

the violation is not corrected to City's reasonable satisfaction, the City then may take over the work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed for the service herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 20. HOURS AND DAYS OF WORK. All work performed by the Contractor, its subcontractors, material men, agents and employees shall be performed during work hours of 7:00 a.m. to 9:00 p.m. Monday through Saturday unless otherwise specified in a Conditional Use Permit or Construction Mitigation Plan. In individual Construction Mitigation Plans, the Building Official may further reduce the hours or days of work for Special Events or as other circumstances may reasonably warrant. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed. Interior work, however, may be allowed Monday through Sunday, with no limitation on hours for the following types of construction:

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

- B.** Construction of decks, patios, landscape walls less than 4 feet in height, and fences on individual single-family lots
- C.** Non-mechanized exterior painting on individual single-family residences
- D.** Non-mechanized landscaping on individual single-family residences
- E.** Survey work not involving grading or use of power equipment to cut vegetation.

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

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

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

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

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

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

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

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

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

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

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

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

1. Name, address and phone number of contractor;

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

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

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

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

SECTION 23. OBEY LAWS.

A. The Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.

B. The Contractor shall register and participate in E-Verify, or equivalent program. The Contractor agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah.

SECTION 24. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory,

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

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

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

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

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

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

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

Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in

writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

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

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

PARK CITY MUNICIPAL CORPORATION

Diane Foster, City Manager

ATTEST:

City Recorder's Office

APPROVED AS TO FORM:

City Attorney's Office

INSERT CONTRACTOR NAME

Address:

Address:

City, State, Zip:

Utah Contractor License No.

Tax ID#: _____

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 20____, 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.

EXHIBIT F
PCMC Water SCADA and Telemetry System Upgrade
Proposer Contract Exceptions

Proposer #1: CH2MHill

CH2M Hill is providing a list of exceptions to the same Professional Services Agreement as well as an explanation for the exceptions below (*where indicated additions are underlined italic* / ~~deletions are stricken bold~~).

1. There is currently no Standard of Care provision defining CH2M Hill's performance standards and warranty in the Agreement. CH2M Hill is recommending adding the following language as a new provision: *"The standard care applicable to Service Provider's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed. Service Provider will re-perform any services not meeting this standard without ^{any} additional ^{cost to City.} compensation."*
2. Under Article 4, Reports and Inspections, recommending making the suggested changes to this paragraph, "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".
3. In Article 7, Indemnity. CH2M Hill is recommending making the suggested changes to this paragraph, "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 executive of this Agreement and/or~~ the Service Provider's ~~negligence act, wrongful act and error or omission~~ *or negligence in the course of performing 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,..."

sk w/
edits

sk

The difference
here is in the
"duty to defend."

not ok to delete

**PCMC Water SCADA and Telemetry System Upgrade
Proposer Contract Exceptions**

4. In Article 8, Insurance CH2M Hill is recommending making the suggested changes:

a. In sub-paragraph C – “Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than of one million dollars (\$1,000,000) per claim in the aggregate ~~combined single limit per occurrence.~~”

b. In sub-paragraph E – “The City shall be named as additional insured on the General Liability and Auto Liability insurance policies, as respect to work performed by or on behalf of the Service Provider.... The City reserves the right to request review certified redacted copies of any required policies, ~~under non-disclosure, at the Service Providers~~ Denver Office.”

5. Article 9, Treatment of Assets. CH2M Hill is recommending making the suggested changes by adding the following language at the end of the paragraph: “All reports, drawings, specifications, documents, and other deliverables or Service Provider, whether in hard copy or in electronic form, are instruments of service for this Project, whether the Project is completed or not. Service Provider is not liable for any claims, damages, losses, and cost arising out of or related to the unauthorized reuse, change or alteration of these Project documents.”

6. Article 14 – Maintenance and Inspection of Records. CH2M Hill is recommending adding the following provision: “This Agreement gives no rights or benefits to anyone other than the City and Service Provider and has no third-party beneficiaries.”

CH2M Hill is recommending adding a Force Majeure provision in the Agreement as follows: “Service Provider is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of Service Provider. In any such event, Service Provider's contract price and schedule shall be equitably adjusted.”

CH2M Hill has also reviewed the Sample Construction Agreement. For the turnkey solution, upon selection, CH2M Hill would like the opportunity to discuss agreement options and other contracting solutions for the installation and implementation of the SCADA and Telemetry System upgrade

**PCMC Water SCADA and Telemetry System Upgrade
Proposer Contract Exceptions**

Proposer #2: Carollo Engineers

ok { The comments below are not strictly "Exceptions" to the two sample contracts, but they are comments that our legal staff would like to discuss with PCMC legal staff in executing the contract. As we have demonstrated on all previous contracts with Park City, we will work with you to resolve these comments with mutually acceptable solutions.

Professional Services Agreement

ok and I would use this w/ CH2M also. { Section 1: Suggest adding the following before the last sentence of this paragraph: "The Service Provider shall perform the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of Utah."

Section 7: As written, this indemnification obligation is not insurable under any professional liability policy – ours included. Suggest the following changes to make this insurable:

- Starting at the end of the 5th line, suggest deleting "the execution of this Agreement and/or." *ok*
- In the 6th line, suggest replacing "defective" with "negligent." – *use edit from CH2M*
- In the 9th line, suggest adding ", including any defense obligations," after "indemnity provision." – *ok, and use the same w/ CH2M*

Section 7: Suggest adding the following new subsection to the end of this section:

No "C. The Service Provider shall not be responsible for warranties, guarantees, ~~fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract,~~ termination, or for any other reason whatsoever. Additionally, the Service Provider shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Service Provider's subconsultants, that impact project completion and/or success."

ok Section 8, E: In the first line, suggest adding "general liability and automobile liability" before "insurance policies." It is not possible to name additional insured on workers' comp or professional liability.

ok w/ edit Section 9: Suggest adding the following to the end of this paragraph: "Any reuse of completed documents or use of partially completed documents *by city* without written verification or concurrence by the

**PCMC Water SCADA and Telemetry System Upgrade
Proposer Contract Exceptions**

Service Provider for the specific purpose intended ~~that~~ will be at the City's sole risk and without liability or legal exposure to the Service Provider."

OK Section 10, A: In the 5th line, delete the end of the sentence reading "to assure quality of services." The only obligation that is insurable under an E&O policy is to assure that the services provided will be in accordance with the standard of care.

OK Section 10, B: This sentence is really broad. Suggest we request "related to the Service Provider's services hereunder" replace "due on account of this Agreement."

Section 17: Suggest the following new subsections be added to the end of this section:

No "D. The City shall furnish the Service Provider's available studies, reports and other data pertinent to the Service Provider's services; ~~obtain or authorize the Service Provider services of others~~ required for the performance of the Service Provider's services hereunder, and the Service Provider shall be entitled to use any rely upon all such information and services provided by the City or others in performing the Service Provider's services under this Agreement.

OK E. The services to be performed by the Service Provider are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on the Service Provider's performance of its services hereunder, and no right to assert a claim against the Service Provider by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Service Provider's services hereunder."

Construction Services Agreement

Section 1: This discusses bid documents and uses other bid-related terminology that is not appropriate for design-build.

No Section 1, B: In the 2nd line, suggest deleting "or better than" as it creates a heightened standard that is not possible to measure. *↳ it creates a min std*

OK Section 3, E: In the 2nd paragraph from the end of the section, at the end of the first line, suggest adding "general liability and automotive liability" before "insurance policies." It is not possible to name additional insured on workers' comp.

**PCMC Water SCADA and Telemetry System Upgrade
Proposer Contract Exceptions**

Section 11:

- ok* - Starting at the end of the 5th line, delete "or incident to the execution of this Agreement and/or."
- ok* In the 9th line, insert ", and any defense obligations," after "indemnity provision."
- No* - Suggest adding the following to the end of this paragraph: "The Service Provider shall not be responsible for breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Service Provider shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Service Provider's subconsultants, that impact project completion and/or success."

City Council Staff Report



Subject: Park Silly Sunday Market – 2015 Supplemental Plan
Author: Jenny Diersen
Department: Sustainability
Date: Thursday, March 19th, 2015
Type of Item: Administrative

Summary Recommendations:

In accordance with Findings, Conclusions and Conditions of Approval, staff recommends that the Park City Council approve the Supplemental Plan for the 2015 Park Silly Sunday Market and find that PSSM is operating consistently with the City Services Agreement and the Master Festival License. The changes from the 2014 plan are as follows:

- *The Park Silly Sunday Market is requesting to extend the close of market by one hour on September 20, 2015 for Silly Fest. The Park Silly Sunday Market is requesting to have the stage with a band until 6:00 p.m. and for the beer garden to remain open until this time as well. Clearing and reopening of the street will happen no later than 8:00 p.m.*
- *Deadline of May 1, 2015 for all HPCA requests. Any unfilled dates for June that are not fulfilled by the May 1 deadline, will be filled by other vendors as pertains to the Vendor Mix requirements, and subsequently on the first of each month through August 1, 2015.*
- *HPCA members who are scheduled and fail to notify PSSM staff prior to 5:00 p.m. on the Thursday before the scheduled Sunday will receive a bill for a \$50.00 cancellation/no show fee. The next scheduled member will not be permitted to participate or load-in if the cancellation/no-show fee has not been paid.*
- *Estimated fee waivers for 2015 are \$72,539.70. This is up from \$64,000 due to increase in Public Safety, and Variable Message Board costs.*
- *The Parking Plan will include creating two temporary residential parking zones between 923-959 Park Avenue (2 hour zone to 10th Street) and from the library entrance to 13th Street.*

Topic/Description:

Supplemental Plan for the 2015 Park Silly Sunday Market and the City Services Agreement, and the Master Festival Event License

Acronyms in this Report:

PCMC – Park City Municipal Corporation
PSSM – Park Silly Sunday Market
HPCA – Historic Park City Alliance

Background:

On March 11, 2014 Park City Municipal Corporation (PCMC) and the Park Silly Sunday Market (PSSM) entered into a service agreement. The goals of the contract as to

reduce the negative impacts of the market and provide a means for all stake holders to provide feedback in an effort to reach the goals of all parties involved. As part of the City Service Contract, PSSM must present a complete supplemental plan to City Council annually.

Analysis:

The Supplemental Plan is to be presented to and approved by the Park City Council by the last Thursday meeting in March of each contracted year. In 2015, this is March 26, 2015. All operational, financial, and collaborative requirements within the City Services Agreement between Park City Municipal Corporation and Park Silly Sunday Market are currently being executed with no foreseen negative concerns or impacts. Staff will continue to monitor the operations of the market to ensure that all Measures of Success continue to be met. An 'end of year summary' of the 2014 market is included as Exhibit D.

Operational Times & Days

Park Silly Sunday Market will operate their 2015 season within the 2015 Market Use Area (Exhibit A). The Season will commence on Sunday, June 7 and will end after Sunday, September 20, 2015. The Park Silly Sunday Market will operate from 10:00 a.m. to 5:00 p.m. Set up is to begin no earlier than 6:00 a.m. and the street will be cleared and available for parking no later than 8:00 p.m. on each market day.

Exceptions:

1. The Park Silly Sunday Market will not be held on Sunday, August 2, 2015 for the Annual Park City Kimball Arts Festival.
2. The Park Silly Sunday Market will not be held on Sunday, August 9, 2015 in order to accommodate the Tour of Utah, Final Stage.
 - a. Lower Main Street will be utilized for the Final Stage of the Tour of Utah, consistent with allowances in Section B.2.2.2, the Park Silly Sunday Market has declined in writing to host the Market on Sunday, August 9, 2015.
3. The Park Silly Sunday Market is requesting to extend the close of market by one hour on September 20, 2015 for Silly Fest. The Park Silly Sunday Market is requesting to have the stage with a band until 6:00 p.m. and for the beer garden to remain open until this time as well. Clearing and reopening of the street will happen no later than 8:00 p.m.
 - a. Park Silly Sunday Market is asking for this extension of hours which is consistent with allowances in Section B.2.2.3, in which Park City shall consider expanded hours and special holiday late closures (Opening Day, Holiday Weekends and Silly Fest).

Measures of Success – 2014 Review

As per the contracted provisions for the 2015 and 2016 seasons, Park City must find that Park Silly Sunday Market has satisfactorily completed the 'Measures of Success'

for the previous year contracted. Staff feels that a well-organized plan has been created to address all 'Measures of Success moving forward. Please refer to Exhibit D.

Working Group

In accordance with section D.9.8, to the City Services Contract, Park Silly Sunday Market has satisfactorily to conduct a Working Group, which will include (a) two (2) HPCA Representatives, (b) two (2) Park Silly Market Representatives, and (c) two (2) members of the Park City Council. Staff asks Council to choose the Council Representatives for the Working Group for the 2015 Season, as part of the Supplemental Plan approval. Dates are proposed as follows, times to be varied as to experience the start, mid-day and end of day of the market at a later date:

- 1: June 21 Walk-through, Main Street
- 2: July 19 Walk-through, Main Street
- 3: August 16 Walk-through, Main Street
- 4: September 6 Walk-through, Main Street (Labor Day Weekend)
- 5: September 23 PSSM Office - End of Season Debrief 9:30am

Park Silly Sunday Market Service Obligations

In accordance with section D.9.3 of the City Services Contract, Park Silly Sunday Market agrees to provide the HPCA with access to vendor space.

- a. *One 10 x 10 vendor booth space with full set up for HPCA member use each week.*
- b. *Space in the PSSM Information kiosk/table for HPCA outreach, coupons, information, etc...*
- c. *Deadline of May 1, 2015 for all HPCA requests.*

Staff has received changes for this year, and received documented correspondence for the following changes:

- c. *Deadline of May 1, 2015 for all HPCA requests. Any unfilled dates for June that are not fulfilled by the May 1 deadline, will be filled by other vendors as pertains to the Vendor Mix requirements, and subsequently on the first of each month through August 1, 2015.*
- d. *HPCA members who are scheduled and fail to notify PSSM staff prior to 5:00 p.m. on the Thursday before the scheduled Sunday will receive a bill for a \$50.00 cancellation/no show fee. The next scheduled member will not be permitted to participate or load-in if the cancellation/no-show fee has not been paid.*

Financial Consideration and City Services

Approval of the Supplemental Plan for 2015 will allow Park Silly Sunday Market to access contracted municipal funds for the 2015 season. The City Service Agreement includes the following:

- a. *Cash payment for the contracted period December 2, 2014 through December 1, 2015 will be as follows:*
 - i. *\$45,000.00 will be for Operations, Expanded Activities, Marketing, Media, Cross Promotions and Public Relations as defined in section D.9.4.*
- b. *Annual fee waivers, based on a combination of the following:*
 - i. *Fee Waivers – 2015 fees estimated at \$42,000.00 (not including the waiver of parking use fees).*
- c. *Pursuant to Section E. 10.1, Park City agrees that this agreement and all Park City's Obligations and contributions shall be included in the City Manager's Recommended Budget delivered to the City Council on the first scheduled meeting in May and must be approved by the Park City Council no later than June 30 of each year. Payment shall be made within 15 days of*

the Supplemental Plan approval. No payments shall be made prior to approval of the Supplemental Plan.

- i. Based on the Master Festival Event License and City Services Agreement between PCMC and PSSM and sections C.6.6.1 and Section E.10, actual estimated fee waivers for 2015 are \$72,539.70.

PCMC	Hours/Item /Spaces	Waived Fees
Parking Department	Offset of paid parking spaces for 15 days	\$22,050.00
Streets Department	30 Hours	\$3,600.00
Police Department	480 Hours	\$36,000.00
Transit Department	15 Hours	\$2,250.00
Parks Department	Banner installation	\$648.70
Building Department	Inspections and permits	\$3,375.00
Application Fee	Annual Permit Fee	\$80.00
VMS Signs & Barricades	2 VMS/ Electronic Signs	\$4,536.00
Total Fees	2015	\$72,539.70

Department Review:

Building, Police, Parking, Sustainability, Legal and Executive Departments have reviewed the proposal and comments have been incorporated into the report. Staff will work with the Building and Finance Department to obtain all necessary permits and approvals.

Alternatives:

A. Approve:

Approve the confirmation that the Park Silly Sunday Market is operating consistently with the City Services Agreement, and therefore approve of the Master Festival License and Supplemental Plan for the 2015 season. This is staff's recommendation.

B. Deny:

Deny that Park Silly Sunday Market is operating consistently with their City Services Agreement and therefore deny the Master Festival License and Supplemental Plan for the 2015 season.

C. Modify:

Modify the parameters of the Park Silly Sunday Market and the City Services Agreement, Master Festival License and 2015 Supplemental Plan.

D. Continue the Item:

The City Council may continue the public hearing for more information or discussion, thus postponing the approval of the 2015 Supplemental Plan, City Service Agreement and Master Festival License.

E. Do Nothing:

The Council may do nothing and take no action. The Master Festival License, 2015 Supplemental Plan and City Services Agreement would not be approved for the 2015 Park Silly Sunday Market Season, and therefore would not take place.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Balance between tourism and local quality of life + Unique and diverse businesses + Varied and extensive event offerings (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	+ Shared use of Main Street by locals and visitors + Community gathering spaces and places + Primarily locally owned businesses + Vibrant arts and culture offerings + Part-time residents that invest and engage in the community (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Positive 	Neutral 	Very Positive 	(Select from List)
Comments:				

Funding Source:

Funding for the Park Silly Market comes from the Transportation and Parking Fund from income generated through the paid parking meter program.

Consequences of not taking the recommended action:

The Master Festival License and City Services Agreement would not be approved for the 2015 Park Silly Sunday Market Season, and therefore would not take place.

Recommendation:

In accordance with Findings, Conclusions and Conditions of Approval, staff recommends that the Park City Council approve the Supplemental Plan for the 2015

Park Silly Sunday Market and find that they are operating consistently with the City Services Agreement and the Master Festival License. The changes from the 2014 plan are as follows:

- *The Park Silly Sunday Market is requesting to extend the close of market by one hour on September 20, 2015 for Silly Fest. The Park Silly Sunday Market is requesting to have the stage with a band until 6:00 p.m. and for the beer garden to remain open until this time as well. Clearing and reopening of the street will happen no later than 8:00 p.m.*
- *Deadline of May 1, 2015 for all HPCA requests. Any unfilled dates for June that are not fulfilled by the May 1 deadline, will be filled by other vendors as pertains to the Vendor Mix requirements, and subsequently on the first of each month through August 1, 2015.*
- *HPCA members who are scheduled and fail to notify PSSM staff prior to 5:00 p.m. on the Thursday before the scheduled Sunday will receive a bill for a \$50.00 cancellation/no show fee. The next scheduled member will not be permitted to participate or load-in if the cancellation/no-show fee has not been paid.*
- *Estimated fee waivers for 2015 are \$72,539.70. This is up from \$64,000 due to increase in Public Safety, and Variable Message Board costs.*
- *The Parking Plan will include creating two temporary residential parking zones between 923-959 Park Avenue (2 hour zone to 10th Street) and from the library entrance to 13th Street.*

Attachments:

Exhibit A – 2015 Market Use Areas

Exhibit B – Measures of Success 2015

Exhibit C – Sign and Site Plan 2015

Exhibit D – Year End 2015 Summary for Park Silly Market Measures of Success

Exhibit E – Event Parking and Pedestrian Management

Exhibit F – Marketing Plan

Exhibit G – 2015 Vendor Types Defined and Vendor Mix

Exhibit A – 2015 Market Use Areas

2015 USE AREAS			
Use Area	ADDRESS	USE PERIOD	TYPE OF USE
Lower Main Street – Heber Ave. to 9 th St/DV Drive	Lower Main Street	15 Sundays, June 7 – September 20, with exceptions	Exclusive use Area - Operational footprint of Market
5 th Street Between Main St. and Swede Alley	5 th Street Between Main St. and Swede Alley	15 Sundays, June 7 – September 20, with exceptions	Exclusive use Area - Operational footprint of Farmers Market
7 th St and 9 th Street	7 th St and 9 th Street	15 Sundays, June 7 – September 20, with exceptions	Exclusive use Area –Operational footprint of Market
VENDOR AND STAFF PARKING	Sandridge Parking	As available	Non – Exclusive Use of Parking for PSSM vendors and staff
VENDOR AND STAFF PARKING	Top Level of China Bridge Parking	As available	Non – Exclusive Use of Parking for PSSM vendors and staff
VENDOR PARKING	Mawhinney Parking	As available	Non – Exclusive Use of Parking for (2) PSSM vendors
Private Entities as approved by Owner	Town Lift, Summit Watch Plaza, Park City High School, Kimball Art Center	15 Sundays, June 7 – September 20, with exceptions	Non – Exclusive Use, as approved by Owner, letter of permission is required.

Exhibit B – Measures of Success 2015

**Park Silly Sunday Market – 2015 Season Preview
Measures of Success**

Legend

**S – Succeeding in meeting Contracted
I - In progress / Meeting Requirements
N – Not meeting Contracted Requirements**

Vendor Mix

A. Importers (allowed per week maximum) i. 2014 – 10	Notes: Requirements are currently being met	I
B. Jewelers (allowed per week maximum) i. 2014 – 15	Notes: Requirements are currently being met	I
C. On-site Food Vendors & Snack food Vendors (per week maximum) i. 2014 – 14	Notes: Requirements are currently being met	I
D. PSSM will invite 2 HPCA representatives in the jurying of jewelry vendors.	Notes: Requirement was met by PSSM. HPCA was only able to send one representative.	S
E. PSSM will coordinate three (3) market walk through with the HPCA and PCMC to identify possible conflicts and/or issues with vendor mix.	Notes: Dates have been suggested. HPCA and City are identifying representatives.	I
F. PSSM will provide to the City a list of vendor classification definitions along with preference criteria for vendor mix.	Notes: Requirements have been provided and met.	S

Parking / Traffic / Pedestrian Management

A. Create event parking plan i. Identify vendor vehicle with license plate identification. ii. Identify public parking locations both in Old Town/Main Street along with alternative parking areas. iii. Identify locations where parking will be removed to provide space for event and mitigate impacts of event iv. Increase communication between departments and PSSM to encourage parking of vendors in suggested vendor locations.	Notes: PSSM continues to work with Staff & private parking garages to park vendors in appropriate areas. A resident parking area has been established and is being enforced along the west side of Park Ave. from 9 th to 13 th Street. Parking Enforcement continues to communicate with the residents to resolve parking concerns during the Park Silly Sunday Market.	I
B. Work with Special Events and Transit to get out alternate transportation messaging out with: i. Co- messaging with PC Transit Dept. ii. PSSM will create and implement different methods of informing the public (PSA's, print ads) iii. Create and implement a program encouraging non-motorized forms of transportation to the market.	Notes: Meeting requirements; PSSMs print, online and radio advertising includes directions for participants to take alternate transportation to the event. Including City transit, bikes or walking to attend.	I
C. Submit sign Plan to Staff at the time of Supplemental Plan containing the following: i. Locations ii. Size & Type iii. Message iv. Placement and removal times	Notes: Requirements are currently being met	I
D. Work with City to create a pedestrian management plan that addresses the crossings of Heber/Main and Swede Alley	Notes: Requirements are currently being met - Intersection is currently manageable and requires no additional resources.	I

Market Set-Up and Inspections

a. Weekly notification to staff of footprint or operational changes	Notes: Staff is working with PSSM to ensure that requirements are met.	S
b. Location of interior sponsor signs	Notes: Requirements are currently being met	I

<u>Street Cleaning and Trash Removal</u>		
a. Pre-Meet with City's Street Department to create a street cleaning and trash removal plan	Notes: Requirements are currently being met	
b. Meet with Street Department two (2) additional times throughout summer to address any issues with plan.	Notes: Will meet during the 2015 Market Season	
<u>Coordination with PCMC and HPCA</u>		
a. PSSM will schedule monthly 'Working Group' meetings from June through October	Notes: PSSM has set dates for the 2015 Working Group meetings and has requested representatives from both HPCA , City Staff and City Council.	
b. PSSM will schedule three (3) market walkthroughs with the "Working Group" within the season.	Notes: PSSM has set dates for the 2015 Working Group.	
c. PSSM will schedule a weekly market walk through with City representatives	Notes: PSSM and the City have scheduled the weekly meetings.	
d. PSSM will supply the City Representatives with weekly report containing the following i. Estimated attendance ii. Zero Waste statistics iii. Breakdown of number of vendors and types	Notes: Requirements are currently being discussed.	
e. PSSM will supply the City Representatives with an ongoing list of vendor and staff license plates: i. Prior to the start of the June 7 Market. ii. At any time they add license plates to the market throughout the 2015 season. iii. License plate lists should be provided to the City Representative no later than 10:00 a.m. each Sunday.	Notes: Requirements are currently being discussed to work on best coordination between PSSM and the City.	
<u>Marketing and PR</u>		
a. HPCA logo on all advertisements & promotions	Notes: Requirements currently being met.	
b. Engage in cross promotions with Chamber, HPCA, Park City Restaurant association	Notes: Requirements currently being met.	
c. Media – The HPCA logo and sponsorship credits will be provided in all media placement that the PSSM currently employs, including but not limited to: I. Print ads II. Ads, links or info listings on Utah tourism, business and special internet websites; III. Periodic television coverage; IV. Radio PSAs and promotions; V. Website spots, summer guides, fairs, non-profit organization calendar listings; VI. Email blasts; and VII. Social media, ' if applicable"	Notes: Requirements currently being met.	
<u>Other Items:</u>		
Attendance must average 7,500 visitors to the market per season. This number shall be established and verified annually by City Staff and PSSM .	Notes: Average attendance per week in 2014 was 12,000 – 13,000 per week.	
Quantify Marketing & PR Value – of at least \$150,000	Notes: In progress.	

PSSM shall present an annual report to the city in February of the preceding market season. This report will contain the following: i. Estimated attendance ii. Zero Waste statistics iii. Breakdown of number of vendors and types iv. List of non-profit groups attending the market v. Advertising information etc.	Notes: This was reported to Council in the 2014 End of Season Report. PSSM is aware of the requirement and will gather the required information for the 2015 report.	I
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There are three items that have occurred that staff would like to inform Council on outside of the measures as written:

1. PSSM staff has been reminded that all amplified music and announcements are to be halted prior to 5:00 p.m. in accordance with their contract.

Staff found that the issue in 2014 was proper monitoring of the sound board and band. Staff finds that this situation has been rectified but will continue to monitor.

2. In 2014, Park Avenue Residents reported that the climbing wall, erected on 9th Street, had an air horn attached to the top that people would activate when they reached the top, and asked that this horn be disconnected. PSSM has been reminded that the horn not be activated on the climbing wall.

3. The Park City Police reported that the vendor load-in and load-out on Park Ave were causing traffic congestions at those times. After a review period during the 2014 Market season with Park City Police Department and the Special Events Department it was concluded that load-in congestion occurs for very short but specific times and could be easily managed with signs and notification to vendors. They reported that the load-out congestion occurs similarly but would aid with the help additional officers. The market patrol officer times were shifted to assist with the load-out of vendors. PSSM and Staff have reviewed debrief notes and are working with Park City Police Department to come up with a 2015 schedule of officers noting the challenges from the 2014 season.

10. Dangerous conditions: see Evacuation Plan
Health Hazards w/animals present: see Hold Harmless Agreement

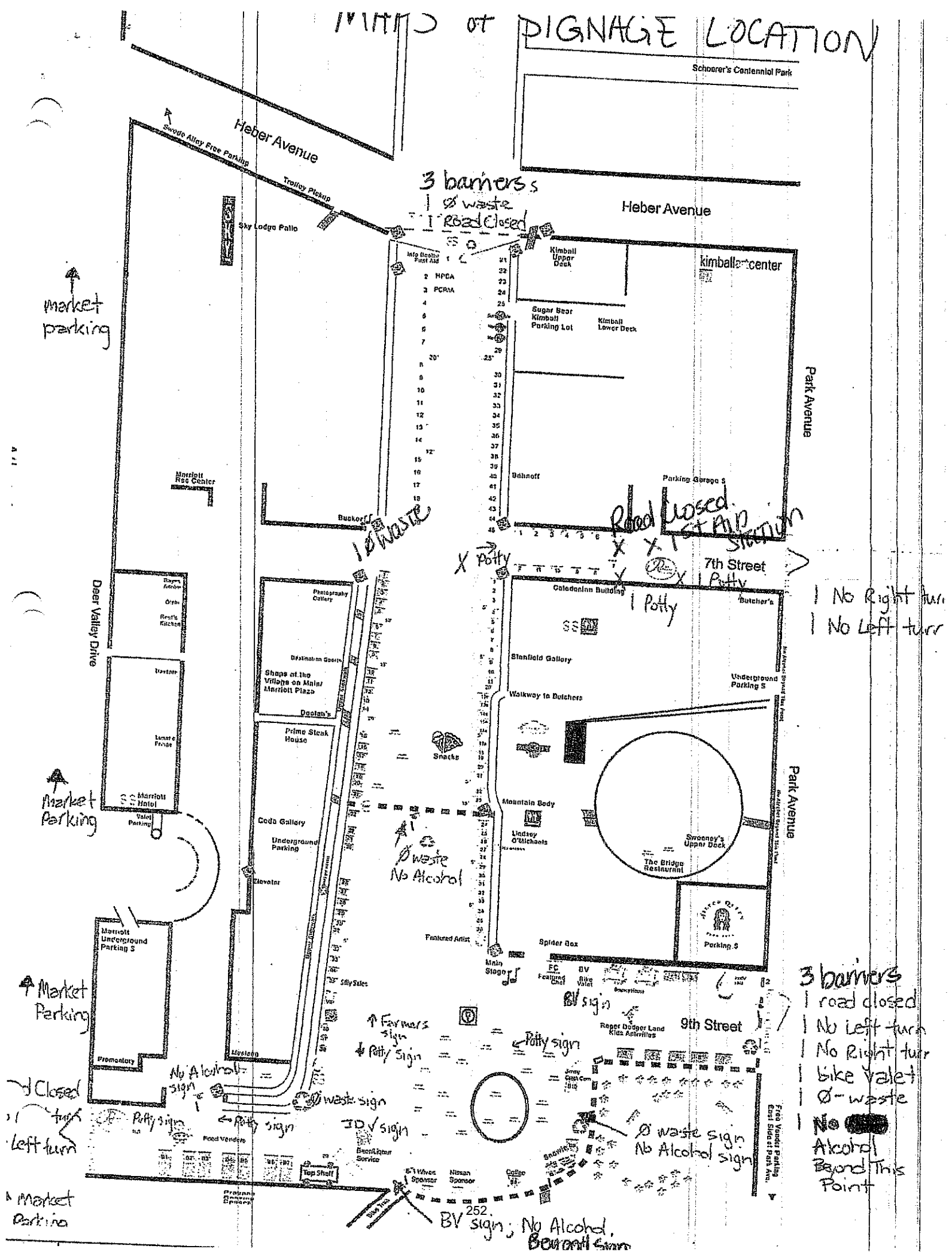
11. Attach a site plan delineating the area where the gathering is to be held including:

- a. **Parking area available for patrons:** Parking on Park Ave. and Main Street, Sweede Alley Flag Pole Lot, China Bridge Lot and Wasatch Brew Pub.
- b. **Location of entrance, exit and interior roadways and walks:** Main Street/ Heber, 7th and Park and 9th and Park. No vehicles in venue from 9:15am-5:00pm. Sidewalks and handicap access is left open for walking.
- c. **Location of operators headquarters at the gathering:** Information Booth 1 on 125 Heber Ave
- d. **Locations, type and provider of restroom facilities:** (2) 8 stall bathrooms by Royal Restrooms. The stall unit is completely self-contained and is operable using a 110 volt outlet or generator for the lights and heat or air conditioning. Water is supplied by a spigot and garden hose or a 125 gallon, on-board fresh water holding tank. The unit houses 450 gallon on-board waste holding tank. Also, see sign offs from restaurants on Main street to ensure the rest of the stalls.
- e. **Location and Description of water stations:** (4) - (1) corner of Heber and Main, (2) at information booth 2, (3) below Mustang Restaurant on Main Street. 3-5 jugs at each station, (4) at Farmers Market Info Booth 3
- f. **Location and number of food stands and the types of food to be served, if known:** 7 cooking food vendors: BBQ, Donuts, Lobster, Vegetarian, etc. located at the bottom of Main Street.
-Food vendors must contact the Health Dept. for Temporary Food Service Permits.
- g. **Location, number, type and provider of solid waste containers:** (7) Zero Waste stations (see map for locations)
- h. **Location of first aid station:** on 7th Street, also all info booths have first aid supplies.
- i. **Plan to provide lighting adequate to ensure the comfort and safety of attendees and staff:** Daylight hours

13. Attach Plans of the following:

- a. **Site clean up plan after the gathering:** Production Crew Set up at 5:50am - 10am and take down 5pm - 7pm
- b. **Plan for directional and exit signs:** Market parking w/arrow up 100 North of 9th Street on NW side. Signs are placed in Venue to indicate areas of map: Bathrooms, Water Stations, info/first aid, animals on leashes, etc.

Schoerer's Centennial Park



1st parking lot will have 2 market parking signs @ each entrance
 2nd parking lot will have 1 market parking sign
 3rd Sandridge will have 2 Vendor Parking signs

5x8 Booth	Restrooms	Seating	Cooking Vendors	Featured Artist
10x10 Booth	Water Stations	Music & Entertainment	Snack Foods	Featured Chef
Information/First Aid Booth	Zero Waste Stations	Beer Garden	Farmer's Market	DABC Line
Cash Stations				Kids Activities

X (Swede Alley by Spw backdoor)

Main Street Access sign
 4th Street

4th Street

Stage
 Miner's Park

5th Street Post Office

Farmers and Gourmet Food

2 barriers - 5th Street

1 Road Closed

2 barriers
 1 Waste
 1 Road closed
 2 Farmers/Food Assistance Signs

X Farmers Market

X Farmers Market

X Farmers Market

Schooner's Centennial Park

Heber Avenue

Heber Avenue

Swede Alley Fire Parking

Trailer Pickup

Swede Alley

Market parking

224 Park Ave

PC High School

Market Parking
Sign w/ Red Arrow pointing
into lot
75 ft or whatever
off street
6 ft 1/2 in

X = 2 black metal Park Silly Market
signs on opposite sides of
224

248 Kearns Blvd

+ Market Parking
↓

Bonanza

Deep Valley Dr.

X = 1 black metal PS market
sign in front of
Welcome to Historic PC sign
middle of Park Ave

Exhibit C- Site and Sign Plan

Exhibit D – Year End Summary for the Park Silly Sunday Market - Measures of Success

Park Silly Sunday Market – End of 2014 Season Review Measures of Success		<u>Legend</u>
Contracted		S – Succeeding in meeting
Requirements		I - In progress / Meeting
Contracted Requirements		N – Not meeting
<u>Vendor Mix</u>		
A. Importers (allowed per week maximum) i. 2014 – 10	Notes: Requirements have been met	S
B. Jewelers (allowed per week maximum) i. 2014 – 15	Notes: Requirements have been met	S
C. On-site Food Vendors & Snack food Vendors (per week maximum) i. 2014 – 14	Notes: Requirements have been met	S
D. PSSM will include a HPCA representative in the jurying of jewelry vendors	Notes: Requirements have been met	S
E. PSSM will coordinate three (3) market walk through with the HPCA and PCMC to identify possible conflicts and/or issues with vendor mix.	Notes: Requirements have been met	S
F. PSSM will provide to the City a list of vendor classification definitions along with preference criteria for vendor mix. G.	Notes: Requirements have been met	S
<u>Parking / Traffic / Pedestrian Management</u>		

A. Create event parking plan i. Identify vendor vehicle ii. Identify public parking locations both in Old Town/Main Street along with alternative parking areas. iii. Identify locations where parking will be removed to provide space for event and mitigate impacts of event iv. Setup program to encourage parking of vendors in approved vendor locations	Notes: PSSM continues to work with Staff & private parking garages to park vendors in appropriate areas. A resident parking area has been established and is being enforced along the west side of Park Ave. from 9th to 14th Street. Parking Enforcement continues to communicate with the residents to resolve parking concerns.	S
B. Work with Special Events and Transit to get out alternate transportation messaging out with: i. Co- messaging with PC Transit Dept. ii. PSSM will create and implement different methods of informing the public (PSA's, print ads) iii. Create and implement a program encouraging non-motorized forms of transportation to the market.	Notes: Meeting requirements; PSSMs print, online and radio advertising includes directions for participants to take alternate transportation to the event. Including City transit, bikes or walking to attend.	S
C. Submit sign Plan to Staff at the time of Supplemental Plan containing the following: i. Locations ii. Size & Type iii. Message iv. Placement and removal times	Notes: Requirements have been met	S
D. Work with City to Create a pedestrian management plan that addresses the crossings of Heber/Main and Swede Alley	Notes: Requirements have been met – Intersection is currently manageable and requires no additional resources.	S
<u>Market Set-Up and Inspections</u>		
a. Weekly notification to staff of footprint or operational changes	Notes: Requirements have been met	S
b. Location of interior sponsor signs	Notes: Requirements have been met	S
<u>Street Cleaning and Trash Removal</u>		
a. Pre-Meet with City's Street Department to create a street cleaning and trash removal plan	Notes: Requirements have been met	S
b. Meet with Street Department two (2) additional times throughout summer to address any issues with plan.	Notes: Meeting requirements: The first follow-up meeting took place June 12th and 19th. Park City Parks Crew and PSSM reworked when and how the city receptacles were being used and replacement with the PSSM recycle set up. The street has been maintained clean post market. There have been no negative reports from the Parks Crew.	S
<u>Coordination with PCMC and HPCA</u>		
a. PSSM will schedule monthly "Working Group" meetings from June through October	Notes: Requirements have been met	S
b. PSSM will schedule three (3) market walkthroughs with the "Working Group" within the season.	Notes: Requirements have been met	S
c. PSSM will schedule a weekly market walk through with City representatives	Notes: Requirements have been met	S

d. PSSM will supply the City Representatives with weekly report containing the following i. Estimated attendance ii. Zero Waste statistics iii. Breakdown of number of vendors and types	Notes: Requirements have been met	S
<u>Marketing and PR</u>		
a. Main Street logo on all advertisements & promotions	Notes: Requirements have been met	S
b. Engage in co-promotions with Chamber, HPCA, Park City Restaurant association	Notes: Requirements have been met	S
c. Media – The HPCA logo and sponsorship credits will be provided in all media placement that the PSSM currently employs, including but not limited to: I. Print ads II. Ads, links or info listings on Utah tourism, business and special internet websites; III. Periodic television coverage; IV. Radio spots and promotions; V. Website spots, summer guides, fairs, non-profit organization calendar listings; VI. Email blasts; and VII. Social media, ‘ if applicable’	Notes: Requirements have been met	S
<u>Other Items:</u>		
Attendance must average 7,500 visitors to the market per season. This number shall be established and verified annually by Staff and PSSM	Notes: Average attendance per week has been 12,000 – 13,000 per week	S
Quantify Marketing & PR Value – of at least \$150,000	Notes: Current estimated value as determined by Staff is in excess of \$150,000.	S
PSSM shall present an annual report to the city in February of the preceding market season. This report will contain the following: i. Estimated attendance ii. Zero Waste statistics iii. Breakdown of number of vendors and types iv. List of non-profit groups attending the market v. Advertising information etc.	Notes: To be Submitted in February 2015, Report from 2013 was received in February of 2014.	S

There are three items that have occurred that staff would like to inform Council on outside of the measures as written:

1. Park Ave. residents reported to staff that the band on the first week went over the event stop time by 15 minutes. Staff reported this to the PSSM staff and their sound personnel to rectify. Unfortunately this amplified music went over again for the following two weeks, although for a lesser amount of time. However, for last five weeks of the event, all amplified music and announcements have halted prior to 5pm, in accordance with the contract.

Staff found that the issue was proper monitoring of the sound board and band. Staff finds that this situation has been rectified but will continue to monitor. No further noise complaints were received concerning the music for the remainder of the season.

2. Park Ave Residents reported that the climbing wall erected on 9th street had an air horn attached to the top that people would activate when they reached the top, and asked that this horn be disconnected. PSSM muffled the horn; one further report was received in Week 13 that the horn had been reconnected. The horn was immediately muffled and no further complaints were received.
3. The Park City Police reported that the vendor load-in and load-out on Park Ave were causing traffic congestions at those times. Beginning in week two PSSM, Park City Police Department, and the Special Events Department monitored the situation and added additional officers to evaluate. After five weeks PCPD reported that the load –in congestion occurs for very short but specific times and could be easily managed with signs and notification to vendors. They reported that the load-out congestion occurs similarly but would aid with the help additional officers. The market patrol officer times have been shifted to assist with the load-out of vendors. No further issues have been reported.

Exhibit E – Event Parking and Pedestrian Management Plan 2015

1. Primary and secondary parking locations & capacities - Total 2,183 parking spaces for attendees:
 - a. Free Parking for up to 6 hours in China Bridge (642 total spaces available for shared use between the Park Silly Market, Visitors, HPCA Merchants and Locals)
 - i. **642** spaces
 - ii. Top of China Bridge is suggested for Oversized Vendor Vehicle Parking.
 - b. Free Park City High School Parking with access to City Bus Transit (472 spaces are open for shared use between the Park Silly Market, Visitors, HPCA Merchants and Locals) – Received written permission from the School District.
 - i. **472** spaces
 - c. Free Park Avenue, Library and City Park Parking with time limits as posted (outside of residential parking restricted areas, assuming 60% of available spaces are open)
 - i. **300** spaces
 - d. Free Flag Pole Lot with time limitations as posted (55 spaces are open for shared use between the Park Silly Market, Visitors, HPCA Merchants and Locals)
 - i. **55** spaces
 - e. Free Swede Alley Surface Lot with time limitations as posted (Lower City Hall Parking Lot & Across the Street) (101 spaces are open for shared use between the Park Silly Market, Visitors, HPCA Merchants and Locals))
 - i. **101** spaces
 - f. Free North Marsac Lot with time limitations as posted (60 spaces are open for shared use between the Park Silly Market, Visitors, HPCA Merchants and Locals)
 - i. **60** spaces
 - g. Free South Marsac Lot with time limitations (25 spaces are open for shared use between the Park Silly Market, Visitors, HPCA Merchants and Locals)
 - i. **25** spaces
 - h. Free Sandridge Lots (101 spaces are open for shared use between the Park Silly Market, Visitors, HPCA Merchants and Locals)
 - i. **101** spaces

- ii. Suggested areas for Vendor Parking
- i. Paid Main Street with time limitations (126 spaces are open for shared use between the Park Silly Market, Visitors, HPCA Merchants and Locals)
 - i. **126** spaces
- j. Paid Brew Pub spaces with time limitations (51 spaces are open for shared use between the Park Silly Market, Visitors, HPCA Merchants and Locals)
 - i. **51** spaces
- k. Paid Private Parking Lots (Such as Marriott Summit Watch and Town Lift Condos, may have restricted access).
 - i. **250** spaces

2. Primary parking Locations for Vendors and PSSM Staff

- a. Sandridge Lots - 101 spaces
- b. Top Level China Bridge – 77 spaces
- c. Use of Mawhinney Lot (near Skateboard Park) for Oversized Box Trucks (2).

3. Directional Signs to Public

- a. Locations of VMS
 - i. Hwy 224 south bound just south of Thaynes Canyon Drive directing market traffic to Park City High School. with bus service to Main Street.
 - ii. HWY 248 west bound directing traffic to PCHS with bus service to Main Street
- b. Locations of Static Signs (See Exhibit C)
 - i. Directing to China Bridge parking at following locations:
 - 1. Intersection of DV Drive and HWY 224
 - 2. Deer Valley Drive
 - 3. Marsac Ave
 - 4. Swede Alley

4. Parking Enforcement Plan for Old town

- A. Residential Parking- Program creation, maintenance and enforcement
 - i. PCMC Parking Enforcement In conjunction with Special Events will create a system and timeline for the following:
 - 1. Create temporary Residential Parking Zone on the West side of Park Avenue from around the 950 block to 13th Street created.
 - a. The Parking Department shall help event Staff in the creation and notification regarding Residential Parking Only areas by June 1, 2015.
 - 4. Placement and removal of 'Residential Parking Only' signs by the Parking Department every Sunday. Signs are to be placed no later than 6:00 a.m. and removed by 6 p.m. each Sunday of the Market.
 - a. Note: Signs will be on A-Frames until final plans and wording for permanent signs are decided upon.
 - 5. Staff will work with Parking Enforcement to establish a plan for enforcement 'Residential Parking Only' restrictions in this area a minimum of three times each Sunday during the market.
 - 6. Special Events will review, with Parking Enforcement, how this system could be used to enforce parking restrictions at other events and other busy times of year.

5. Vendor and Staff parking – Top of China Bridge & Sandridge Lots

A. PSSM will gather and provide a list of license plate information from vendors and staff members of the Park Silly Sunday Market. This list shall be a continuing list which is sent to PCMC Staff at the beginning, and can be added to throughout the 2015 Market Season.

- i. This information will be given to PCMC Parking Enforcement to put into their license plate system.
- ii. If vendors and PSSM staff are identified as being parked outside of their encouraged parking areas by PCMC Parking Enforcement, Parking Enforcement is to notify staff on a weekly basis so that Park Silly Sunday Market may issue notice follow-up with the vendor or staff member. Designated parking lots have been established, though not exclusively, for vendors and Park Silly Sunday Market staff as to provide visitors and market attendees with 'closer' parking options.

6. Commercial/ Paid Parking in Old Town

A. Access must be maintained to these lots

- i. Marriott Summit Watch Lot
- ii. Town Lift Lot
- iii. 7th Street Lot

7. Parking and Use Counts

A. PCMC Parking Enforcement, Transit, Special Events & PSSM will work together to establish a plan and record use counts regarding based on a percentage (%) capacity of lots at all parking locations to track use. This information will be used to evaluate current and future parking plans.

8. Pedestrian Management Plan:

- A. "Pedestrian Crossing" Signs on Swede
 - a. To slow vehicles behind post office
- B. "Pedestrian Crossing" Signs on Heber
 - a. To slow vehicles at Heber and Main intersection.
- C. Way finding signs along Main Street on Sidewalk - See Exhibit C
 - a. Directing to Farmers Market and Upper Main Street businesses

Exhibit F – Marketing Plan 2015

With the market's continued success and increase in attendance by yearly growth of 8%, marketing is a continued tool for communication to visitors and locals alike. With increased attendance, the market sees a need to continue e-marketing options in combination with radio and local newsprint. As much as possible, the Park Silly Sunday Market will make an effort to encourage people to arrive by taking the bus, walking or riding their bike to ease the stress of parking demands and traffic in Park City. The 2015 marketing plan is as follows:

- Weekly email blast via Constant Contact to 9,000 people showing parking options and a re-direct to the high school.
 - Same email blast gets re-posted on our Facebook to 4,500 people
- 8,000 Rack Cards with parking instructions - along with a new re-direct to the High School. These are distributed to every hotel in Park City, along with Chambers and City Buildings in Wasatch Back - and SLC.

- Opening Day - Concierge Day - Reaching out to all concierges while distributing Rack Cards to increase the awareness of ways to get to the market.
 - Opening Day - Theme to get public to Bus, Walk or Bike
- Press Releases to include the messaging for Bus, Walk or Bike
- PSA's - KPCW
- Park Record 1/2 page ad weekly with a blurb to show parking options.

Exhibit G – 2015 Vendor Type Definitions

All categories are juried by the PSSM staff by way of required online application details including, but not limited to: product descriptions, photo samples of products, photo of booth display, history/business description including their 'story', list of sources and co-packing use.

PRIORITY 1: Artisan— A vendor that sells unique, art and handmade crafts (excluding food and jewelry). Starting materials must be significantly altered and enhanced by the artist. Preferential consideration given to local artists based in the state of Utah.

PRIORITY 2: Farmer – A vendor that sells fresh produce from his or her farm and/or a vendor that sells food products made of produce from his or her farm.

PRIORITY 3: Jeweler – A vendor that sells unique, handmade jewelry of their own making and design. Limited space available in this category (12 per market date).

PRIORITY 4: Gourmet Food – A vendor that sells foods or baked goods, made in Utah, which are intended/packaged for off-site consumption. Preferential consideration given to members of Utah's Own.

PRIORITY 5: Designer – A vendor that plans the precise form, look or working of an item, excluding jewelry, in writing before such item(s) is manufactured pursuant to that vendor's specific request. To qualify as a designer, the vendor shall be required to submit specific design plans of all item(s) to be sold at the market. Preferential consideration given to local designers based in the state of Utah.

PRIORITY 6: Young Vendor – A vendor, 17 years of age or younger, that sells their own unique, handmade goods.

PRIORITY 7: Food – A vendor that prepares and sells food for consumption at the Market. First right of refusal is offered through the HPCA membership. Limited space available in this category (12 per market date, 10 of which are propane-approved space).

PRIORITY 8: Service Vendor – A vendor that provides on-site services to market attendees (ex. – henna, face-painting).

LAST PRIORITY: Importer – A vendor that purchases goods manufactured and/or procured outside the U.S. (jewelry not permitted in this category). This category is considered a 'last sell' vendor type. Vendors in this category are invited in April, based on remaining space available, in an effort to maximize opportunity to other vendor types. Limited space available in this category (8 per market date).

1. Vendor Mix –

- a. Importers (allowed per week maximum)
 - i. 2014 – 10
 - ii. 2015 – 8
 - iii. 2016 – 6
- b. Jewelers (allowed per week maximum)
 - i. 2014 – 15
 - ii. 2015 – 12
 - iii. 2015 – 12
- c. On-site Food Vendors & Snack food Vendors (per week maximum)
 - i. 2014 – 14
 - ii. 2015 – 12
 - iii. 2016 - 12
- d. PSSM will include a HPCA representative in the jurying of jewelry vendors
- e. PSSM will coordinate three (3) market walk through with the HPCA and PCMC to identify possible conflicts and/or issues with vendor mix.
- f. PSSM will provide to the City a list of vendor classification definitions along with preference criteria for vendor mix.

*Businesses that are located within city limits will not be included in these counts.

City Council Staff Report



Author: Heinrich Deters
Subject: Clark Ranch Preservation Easement RFP
Professional Service Provider Contract
Date: March 19, 2015
Type of Item: Administrative - Award of Contract

Sustainability

RFP- Request for Proposal
UOL- Utah Open Lands
SLC- Summit Land Conservancy

Summary Recommendation: Authorize the City Manager to enter into a service provider agreement with Utah Open Lands, for the Clark Ranch Preservation Easement in the amount of thirty thousand nine hundred forty three dollars (**\$30,943**) in a form approved by the City Attorney.

Topic: Clark Ranch Preservation Easement Request for Proposal (RFP) -
Award of Professional Service Provider Contract

Background:

Park City Municipal Corporation has protected, either through purchase or development agreement, over 7,500 acres of open space in Summit County. The citizens of Park City have voted on four occasions to tax themselves to purchase and protect open space. On December 17, 2014 Park City Municipal Corporation finalized the purchase of approximately 340 acres of property from the Florence J. Gillmor Estate, which is commonly referred to as the Clark Ranch. The property lies to the east of City limits, along the Highway 40 corridor. (Exhibit A)

Park City Municipal Corporation advertised a request for proposals for qualified firms to establish and steward a possible preservation easement on all or some of the Clark Ranch properties. The Request for Proposals was advertised on January 24th and 28th, 2015 in the Park Record and January 21th and 22nd in the Salt Lake Tribune. Additionally, the RFP was posted on the City's website and on utahlegals.com.

Analysis:

Scope of Services

Briefly, the Scope of the Request for Proposal asked interested firms to:

1. Establish baseline documentation
2. Draft a preservation easement
3. Establish a management plan consistent with the preservation easement values
4. Provide for long term stewardship and monitoring of the properties

The required scope of services was further broken down into six 'tasks', outlined below:

III. Scope of Services Required

Task 1 - Preliminary Coordination and Establishment of the Easement Properties

1. Once directed by City Council per the parameters of the easement properties, establish Baseline Documentation of the easement area. This will include numerous site visits and shall include the following information with subsequent exhibits and GPS/GIS reference points:
 - Acknowledgement of Conditions
 - Baseline Summary
 - Conservation Values and Purpose
 - Physical Setting and Hydrology
 - Geology, Soils and Erosion
 - Vegetation and Plant Communities
 - Wildlife
 - Historical and Current Land Use
 - Structures and Improvements, including Recreational Facilities
 - Major Easements and Agreements
 - References
 - Easement Document
2. Meet with PCMC staff to go over existing conditions, scope, and timing of the survey and baseline work as necessary.
3. Provide final Baseline Document for adoption.

Task 2 – Present a Preservation Easement, in draft form, based on the baseline documentation, public input and easement values established by City Council to staff.

1. Meet with PCMC staff as necessary to draft initial components of the draft Preservation Easement.
2. Present draft preservation Easement to Citizens Open Space Committee.

Task 3 – Finalize and Record Preservation Easement

1. Provide electronic copies of Preservation Easement for PCMC staff review.
2. Include edits associated with staff review into final version of the Preservation Easement.
3. Attend City Council meeting to adopt Preservation Easement.
4. Provide signing and recording of document as necessary.
5. Provide a one-time monitoring and stewardship invoice to Park City Municipal Corporation.

Task 4 – Create a Management Plan associated with the Preservation Easement consistent with values established by City Council.

1. Based on the adopted and recorded Preservation Easement, establish a draft management plan to present to PCMC staff and Council.
2. Include edits associated with staff review into final version of the management plan.
3. Provide copy of final management plan to staff.

Task 5- Consistent with third party oversight and acceptance of the Preservation Easement in perpetuity, provide ongoing review and response to compliance issues and incidents associated with the Easement properties and meet with City staff as required.

1. Meet with City staff on a regular basis or as needed and provide written reports and documentation associated with response to incidents associated with possible violations and/or projects associated with the ongoing management of the Easement area.
2. Provide staffing for compliance, reserved rights and review of associated items.
3. Provide for and possibly fund educational, outreach and or data collection as necessary consistent the management plan.
4. Provide staff appropriate proof of insurance requirements as required by Park City Municipal Corporation.

Task 6- Provide annual monitoring reports to staff.

- The annual monitoring of parcels shall include at minimum two site visits to the Easement area. Additional information shall also be provided:
- Property Conditions and Features
- Improvements
- Current Land Use
- Potential Problem Areas/Issues
- Documentation of Annual Issues/Items Requiring Staff Resources Associated to Easement outside of the required minimum two sites visits.
- Administrative costs and creation of the digital report with supporting documentation/exhibits identified above, in the form of photographs with GPS/GIS reference data or other.
- Provide digital copies of annual monitoring reports to City staff.
- Meet with City staff as necessary to review/debrief reports.

Additionally, a project timetable was provided in the (RFP), outlining specific components of the process including submittal deadlines, award of contract and project components.

VI. Project Schedule

RFP Issued	January 20, 2015
Questions per RFP Deadline	February 4, 2015
Proposals Due	February 13, 2015
Review of Submittals and Intent to Award Contract	February 20-March 19, 2015
Council Determination of Easement Properties/Uses	July 1, 2015
Baseline Documentation/Drafting of Easement	September 15, 2015
Review of Easement/Baseline Information and Council Adoption	October 1, 2015

Finally, staff provided a 'stewardship calculator' template in the RFP (Exhibit B), so analysis of the one-time ongoing stewardship cost proposal could be evaluated equally by the selection committee.

V. Proposal Requirements:

Interested organizations shall provide (1) digital or (5) hard copies of their proposal (5 page limit excluding the cover page) which includes the following information:

- Name, address, email and telephone number of the organization.
- A narrative of firm's qualifications and relevant experience.
- A cost schedule to complete tasks one (1) through four (4) as identified, with staff hours required, hourly rates and administrative costs to provide services as identified, as well as a not to exceed total cost proposal.
- Organizations Stewardship Policy.
- Provide a not to exceed, one-time cost proposal for the ongoing stewardship of the Easement. A worksheet, consistent with industry standards has been provided as a template for calculating the stewardship cost proposal. (Exhibit B- Colorado Open Lands Stewardship Calculator) Interested organizations are encouraged to provide detailed information similar to the template provided.
- A detailed work plan and understanding outlining each required task necessary for completion of the project described in the project scope of services along with a fee breakdown for each phase of the project.
- A tentative schedule for completing the work.
- Names, titles, experience of the personnel that would be assigned to the project.
- Detail your firm's experience in providing the services requested herein for similar customers of similar size, with dates of performance and/or completion, customer name, contact person, and telephone number(s). By providing such references you agree that neither the City nor the clients referenced shall have any liability regarding the provision of such references or the City's use of such references in making selections under this request for proposal.

Submittals/Review

Only two firms submitted formal proposals by the February 13th deadline. On February 19th, a five person selection committee consisting of the following participants reviewed the proposals:

- Heinrich Deters- Trails and Open Space Project Manager
- Nate Rockwood- Capital Projects, Budget and Grants Manager
- Krystal Hazlett- Legal Department
- Matt Abbott –Environmental Project Manager
- Jonathan Weidenhamer- Economic Development Manager

Selection of the consulting firm was based on the following criteria outlined in the (RFP):

VI. Selection Process:

Submittals/Organizations for this project will be selected by a review committee made up primarily of municipality staff. The criteria used to select a consultant will not be limited solely to cost alone and will include:

1. Recognized qualifications associated with providing required services.
2. Experience associated with providing requested services.
3. Ability to be responsive and available to City Staff.
4. Cost effectiveness in providing the desired services in perpetuity.
5. Thoroughness and clarity of the organization's submittal to the requested scope of services.
6. The nature and extent of requested changes to Park City's standard contract.
7. Consistent with City policy, subject to federal, state and local procurement laws, that Park City Municipal Corporation will make reasonable attempts to support local business by purchasing goods and services through local vendors and service providers.

Total cost proposal associated with the two submittals are as follows:

Utah Open Lands	\$30,943
Summit Land Conservancy	\$268,020

After an initial review of the proposals, the selection committee elected to hold an interview for both firms to better understand the differences in the cost proposal. Interviews were held on February 24th. Both firms were asked the following questions:

1. Please identify any specific knowledge of the Clark Ranch, previous owners, lease holders or history, which may help you better steward the property in the future?
2. Please provide information associated with the calculations, criteria or standards in determining your one time stewardship cost.

After the interviews, the selection committee unanimously determined that Utah Open Lands are well qualified to provide the required scope of services. Furthermore, Utah Open Land's detailed analysis of work and staff hours associated to specific tasks and previous work on other City-owned easements was noted by the committee. Moreover, the selection committee specifically felt that Utah Open Land's cost proposal was clearly in the best interest of the City.

Park City's purchasing policy states that Professional Service Contracts are exempt from competitive bidding, where the lowest quote need not necessarily be awarded the contract. Furthermore, the policy states that emphasis will be placed on quality, with cost being the deciding factor when everything else is equal.

Work associated with the development of a baseline conditions report, including data gathering, site visits will commence soon after award of contract. Drafting and analysis of the

easement, as well as creation of the management plan is tentatively scheduled to take place through the spring and summer. Final adoption of the easement is tentatively scheduled for late summer/early fall. Funding of future monitoring and stewardship of the property is covered within the cost proposal, thus no additional city funds are anticipated as part of the easement.

Summit Land Conservancy Letter Request

Summit Land Conservancy has requested a letter to be attached to this report. (Attachment I) Concurrent to the SLC request, staff provided Utah Open Lands the opportunity to submit a letter as well (Attachment II)

Department Review: This report has been reviewed by department representatives of Sustainability, Legal and the City Manager's Office and their comments have been integrated into this report.

Alternatives:

- A. Approve the request, and authorize the City Manager to execute the service provider agreement as attached: (Staff recommendation)**
- B. Modify the request: Council could choose to modify the agreement, which would likely delay the schedule of the project.
- C. Deny the request: Council could choose to not continue with the project at this time.
- D. Continue the Item: Council may feel there is not enough information to make a decision, which will delay the project and the proposed schedule.
- E. Do Nothing: Same effect as continuance.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Accessible and world-class recreational facilities, parks and programs + Safe community that is walkable and bike-able			+ Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	(Select from List)	(Select from List)	Positive 
Comments:				

Funding Source:

Funding for this project, came from the Resort City Sales Tax (RCST) budget and was included as part of the Clark Ranch property transaction.

Consequences of not taking the recommended action:

If Council chooses to deny the contract award, implementation of the preservation easement would not move forward.

Staff Recommendations:

Authorize the City Manager to enter into a service provider agreement with Utah Open Lands, for the Clark Ranch Preservation Easement in the amount of thirty thousand nine hundred forty three dollars (\$30,943) in a form approved by the City Attorney.

Exhibit A- Map of Clark Ranch Properties



COSTS OF STEWARDSHIP, DEFENSE AND ENDOWMENT

Colorado Open Lands

Calculating the Stewardship Endowment

Introduction

The Model CE Costs Spreadsheet has been created by Colorado Open Lands to calculate our Stewardship Endowment for each conservation easement. COL uses this spreadsheet to justify the suggested donation. This worksheet is organized into four parts. Part A, the assumptions, is the hard part. Most cells should be changed to reflect the specific conservation easement. Once the assumptions have been entered for the particular property, the numbers are automatically calculated in Parts B (formulas), C (Annual Expenses), and D (Endowments Needed to Fund Annual Expenses). Each formula in parts B, C, and D list the assumptions that are used for each calculation. As a result, the estimate of the annual monitoring costs and the size of the endowment needed both to produce the income to fund those costs and to maintain funds in the endowment in order to keep pace with inflation is calculated.

Basic Premise

The key to this worksheet is that each land trust has either full or part time staffing and an office. Even if a land trust does not have staff or an office now, it may in the future. If, in the unfortunate case, the land trust does not continue, the easement will be transferred to another land trust that may have staff and an office. Therefore, estimate the costs of monitoring an easement by including the staff and overhead costs.

The Assumptions

The assumptions are the basis for calculating the stewardship endowment. Some of the assumptions are very straightforward, such as annual salary, reimbursement per mile, and hours worked per year. Some involve some experience and additional calculations, such as staff hours to complete post-monitoring record keeping and the overhead per staff member per hour.

Other assumptions can be more complicated. For example, calculating the costs of approving a reserved right or the chances that there will be a potential violation can be done. These events occur infrequently, but they do happen and

each land trust needs to budget for them. It is easy to see that the Stewardship Endowment needs to produce a steady income stream to pay for monitoring costs and to account for the effects of inflation. But, if a reserved right costing \$300 is exercised in 2004, the Endowment cannot be expected to produce \$300 additional in that one year alone. Therefore, it is necessary to take a few extra steps to calculate additional costs.

Risk Analysis

In risk analysis, two things are calculated: the cost of the event and the likelihood the event will happen. For example, a car insurance company will determine from a driver's age, gender, and driving record how often the driver is likely to total a car and what replacing the car will cost. Dividing the cost of replacing the car by the estimated frequency of the accident, they add a specific amount to each premium that, over time, will reimburse the company for the costs of replacing your car.

The same concept applies to conservation easements. For example, what is the estimated cost of approving a reserved right and how often will the land trust have to do this? Assume that it costs \$300 in staff and travel time to approve a reserved right and this event is estimated to occur once in 20 years. For this example, divide \$300 by 20 years. Each year, the Endowment needs to produce \$15 extra to compensate the land trust for the time and effort expended when that event occurs. When a land trust has enough easements, like the car insurance company with enough automobile insurance policies, the revenues generated from the endowment will average out, because not all easements are likely to need special, time-consuming attention at the same time.

Summary

The Model CE Costs Spreadsheet provides a consistent way to calculate endowment needs. It is tailored to each individual conservation easement and provides justification for a donation request. It should be updated annually for the CPI and 30-year T-bill interest rates (see "Updating the CPI and 30 Year T-bill Interest Rate"). These numbers do not come out until April or May; however, the numbers do not vary too much from year to year so the lag time in updating the spreadsheet should not make a significant difference. The spreadsheet

COSTS OF STEWARDSHIP, DEFENSE AND ENDOWMENT

will help calculate the needs of the Stewardship Endowment to ensure a stable conservation easement stewardship and legal defense program over the long term.

Name of Land Trust

Worksheet Calculating the Costs of Stewardship and Defense of a Conservation Easement and the Endowment Need ed to Support it

Line numbers and column letters have been left in to aid in tracking the formulas if desired.

[Name of] Conservation Easement

A. Assumptions

Commentary: The numbers in Section A are designed specifically for this easement specifically and are called the Assumptions. These assumptions are estimates drawn from experience.

1. Staff and Overhead Costs

Annual salary (single parent, two children)	\$41,000.00
Hours worked per year (50 wks x 40 hrs/wk less 7 holidays x 8 hrs/day)	1,944
Salary per hour (annual salary / hours worked per year)	\$21.091
Overhead / staff member / hour (benefits, rent, typing, phone, computer)	\$10.000

2. Travel Costs for a Site Visit

Reimbursement per mile (as of 01.01.01 per IRS)	\$0.375
Average miles for a round trip (office to property and return)	100
Average vehicular speed for entire trip	45
Reimbursable travel expenses (lodging, parking, airplane flyover)	\$0.00

3. Monitoring Costs

Hard costs	
Film purchase and developing costs	\$16.00
Cost of annual supplies	\$3.00
Average long distance telephone costs/year	\$4.00

COSTS OF STEWARDSHIP, DEFENSE AND ENDOWMENT

Staff time for Monitoring	
Average pre-monitoring time	1
Average time spent monitoring	2
Average post-monitoring time	3

4. Frequency of Exercise of Reserved Rights, Management Plan updates etc.

How often will reserved rights etc. be exercised in a 20 year period?	1
Therefore the likelihood of exercise of reserved right etc. in any one year is:	5%
Average staff hours needed for exercise of reserved rights etc. per time	20
Number of site visits required to review change per time	1

5. Annual Landowner Relations

Staff time needed for annual landowner relations	2
Likely hard costs per landowner per year (e.g. newsletter, postage, etc.)	\$5.00

6. Easement Violations

Negotiations prior to obtaining counsel	
How often will negotiations be anticipated in a 20 year period?	1
Therefore likelihood of negotiations in a 20 year period is	5%
Average staff hours needed for negotiations to head off violation	20
Number of site visits required to head off (stop) a violation	1

7. Costs of defending an easement

Commentary: These numbers are estimates. See Section E. below for explanation.

Staff time needed to defend an easement	60
Costs of obtaining legal counsel	\$40,000.00
Additional costs (e.g. expert witnesses etc.)	\$5,000.00

8. Endowment Assumptions Commentary:

The derivation of these numbers is shown on the last page of this spreadsheet.

Average 30 year Treasury Bond rate of return	7.76%
Average inflation rate	3.17%
Therefore the Treasury Bond rate less the inflation rate is:	4.58%

COSTS OF STEWARDSHIP, DEFENSE AND ENDOWMENT

B. Formulas Commentary:

The following computations are used to calculate the overall expenses for certain rates or activities used in the final calculation. Assumptions from Section A above are used in the formulas.

1. Hourly staff rate (including overhead)

Salary costs per hour	21.091
Overhead costs per staff member per hour	<u>10.000</u>
Total: Hourly staff rate	31.091

2. Travel Costs for Each Site Visit

Commentary: Only those costs associated with travelling to and from an easement have been calculated here.

Mileage reimbursement: mileage x reimbursement rate	\$37.50
Staff costs for travel time:	
hourly staff rate x (mileage divided by average vehicular speed)	\$69.090
Reimbursable travel expenses	<u>\$0.00</u>
Total: Travel Costs for Each Site Visit	\$106.59

C. Annual Expenses

Commentary: The following summary of expenses adds up to the annual cost of monitoring an easement based on the assumptions and formulas above. Please refer back to the assumptions in Section A or the formulas in Section B above for clarification.

1. Annual Monitoring Expenses

Pre-monitoring staff costs: hourly staff rate x staff time needed	\$31.09
Monitoring staff costs: hourly staff rate x staff time needed	\$62.18
Monitoring: hard costs	\$23.00
Post-monitoring staff costs: hourly staff rate x staff time needed	\$93.27
Travel costs for each site visit (see formula #2 above)	<u>\$106.59</u>
Total Annual Monitoring Expenses	\$316.13

COSTS OF STEWARDSHIP, DEFENSE AND ENDOWMENT

2. Annual Landowner Relations Costs

Costs of staff time: hourly staff rate x hours needed	\$62.18
Costs of supplies	<u>\$5.00</u>
Total Annual Landowner Relations Costs	\$67.18

3. Per Year Cost of Exercise of Reserved Rights

Staff costs: hourly staff rate x hours needed	\$621.81
Travel costs for each site visit (see formula #2 above)	<u>\$106.59</u>
Costs of exercise of reserved right every 20 years	\$728.40
x percentage likelihood of right being exercised within 20 years	<u>5%</u>
Total: Per year cost of exercise of reserved right	\$36.42

4. Per Year Cost of Negotiations Over Violations:

Staff costs: hourly staff rate x hours needed	\$621.81
Travel costs for each site visit (see formula #2 above)	<u>\$106.59</u>
Cost of one negotiations over violations ever 20 years	\$728.40
x percentage likelihood of negotiations within 20 years	<u>5%</u>

Total: Per year cost of negotiations	\$36.42
Total Annual Expenses	\$456.15

D. Endowment Needed to Fund Annual Expenses

Commentary: The following calculation gives the size of the endowment necessary to spin off enough interest to:

- a. pay for the annual monitoring costs
- b. reinvest sufficient monies so the endowment will grow sufficiently to compensate for the effects of inflation. Assume that a secure investment will produce 9.4% in interest each year. In this example, you only need 4.0% interest to fund your monitoring program. The remaining 5.2% interest will be plowed back into your investments in order to compensate for the historical effects of inflation. See attached page for illustration.

Total Annual Costs (see above)	\$456.15
divided by the difference between Treasury Bond rate and the interest rate (see assumption above where $4.0\% = .040$)	<u>0.046</u>
Total: Endowment Needed	\$9,953.18

COSTS OF STEWARDSHIP, DEFENSE AND ENDOWMENT

E. Costs of Defending an Easement

Commentary: The better the relationship between the landowner and the land trust, the less likely the two parties will ever have to go to court. Each land trust must, however, recognize that even with the best efforts, sometimes it is necessary to go to court.

From the assumptions it costs almost \$50,000 to defend an easement. To be on the safe side, the land trust ought to set aside almost \$60,000 in the Easement Defense Fund. If a land trust holds 30 easements, then \$2,000 per easement ought to be set aside to build up the Easement Defense Fund.

Staff time needed to defend an easement x hourly staff rate	\$1,865.43
Costs of obtaining legal counsel	\$40,000.00
Additional costs	\$5,000.00
Total: Cost of Defending an Easement	
Maximum Defense Fund	\$60,000.00
divided by 30 easements	<u>30</u>
Total: Contribution needed to Defend an Easement	\$2,000.00

F. Total Funds Needed to Accept, Monitor, and Defend the Easement

Total: Stewardship Endowment Needed to Fund Annual Costs	\$9,953.18
Total: Costs of Defending an Easement	<u>\$2,000.00</u>
Total: Funds needed to accept, monitor and defend the easement	\$11,953.18

Commentary:
Demonstration that endowment does not diminish with time.

Average 30 year Treasury Bond rate of return:	7.76%
Average inflation rate for a 20 year period:	3.17%
Difference between average Treasury Bond and interest rate	4.58%
Annual payout needed each year	\$456.15

COSTS OF STEWARDSHIP, DEFENSE AND ENDOWMENT

Year	Beginning Endowment	Total Annual Earned Interest	Annual Monitoring Costs	Annual Return to Endowment	Ending Endowment
2003	9,953	772	456	316	10,269
2004	10,269	797	471	326	10,595
2005	10,595	822	486	336	10,931
2006	10,931	848	501	347	11,278
2007	11,278	875	517	358	11,636
2008	11,636	903	533	369	12,006
2009	12,006	931	550	381	12,387
2010	12,387	961	568	393	12,780
2011	12,780	991	586	406	13,185
2012	13,185	1,023	604	419	13,604
2013	13,604	1,055	623	432	14,036
2014	14,036	1,089	643	445	14,481
2015	14,481	1,123	664	460	14,941
2016	14,941	1,159	685	474	15,415
2017	15,415	1,196	706	489	15,904
2018	15,904	1,234	729	505	16,409
2019	16,409	1,273	752	521	16,930
2020	16,930	1,313	776	537	17,467
2021	17,467	1,355	801	554	18,022
2022	18,022	1,398	826	572	18,594
2023	18,594	1,442	852	590	19,184
2024	19,184	1,488	879	609	19,793
2025	19,793	1,535	907	628	20,421
2026	20,421	1,584	936	648	21,069
2027	21,069	1,634	966	669	21,738
2028	21,738	1,686	996	690	22,428
2029	22,428	1,740	1,028	712	23,140
2030	23,140	1,795	1,060	734	23,874
2031	23,874	1,852	1,094	758	24,632
2032	24,632	1,911	1,129	782	25,414
2033	25,414	1,971	1,165	807	26,220
2034	26,220	2,034	1,202	832	27,053
2035	27,053	2,098	1,240	859	27,911
2036	27,911	2,165	1,279	886	28,797
2037	28,797	2,234	1,320	914	29,711
2038	29,711	2,305	1,362	943	30,654
2039	30,654	2,378	1,405	973	31,627
2040	28,797	2,234	1,320	914	29,711
2041	29,711	2,305	1,362	943	30,654
2042	30,654	2,378	1,405	973	31,627
2043	31,627	2,453	1,449	1,004	32,631

COSTS OF STEWARDSHIP, DEFENSE AND ENDOWMENT

Investment Return Analysis

30 Yr US Consumer Price Index

Year	Treasury Bond Yield	Urban Consumers	Difference
1983	11.2%	3.2%	8.0%
1984	12.4%	4.4%	8.0%
1985	10.8%	3.5%	7.3%
1986	7.8%	1.9%	5.9%
1987	8.6%	3.7%	4.9%
1988	9.0%	4.1%	4.9%
1989	8.4%	4.8%	3.6%
1990	8.6%	5.4%	3.2%
1991	8.1%	4.2%	3.9%
1992	7.7%	3.0%	4.7%
1993	6.6%	3.0%	3.6%
1994	7.4%	2.6%	4.8%
1995	6.9%	2.8%	4.1%
1996	6.7%	3.0%	3.7%
1997	6.6%	2.3%	4.3%
1998	5.6%	1.6%	4.0%
1999	5.9%	2.2%	3.7%
2000	5.9%	3.4%	2.5%
2001	5.5%	2.8%	2.7%
2002	5.4%	1.6%	3.9%
Average	7.76%	3.17%	4.58%

Sources: Treasury Bond Data:

Federal Reserve Board

Consumer Price Index (not seasonally adjusted): Bureau of Labor Statistics



March 12, 2015

Members of the Park City Council
Mr. Heinrich Deters, Open Space and Trails Manager

On behalf of the Summit Land Conservancy's Board of Directors and Staff, I would like to raise some grave concerns and suggest a proposal for protecting the future of the Clark Ranch property. With a \$6.4 million investment in public funds the Clark Ranch property deserves a well-crafted stewardship program secured by a substantial Stewardship Endowment. Here's why:

The Clark Ranch faces numerous challenges from both permitted uses and activities on the neighboring properties:

- Substantial development will occur on large parcels on both the north and south borders of the property in the next few years (Park City Heights and SummitView). Our experience proves that in this situation, lot line incursions/trespass are likely and the heavy equipment involved can do major damage to natural environments in a short amount of time. Construction debris and intrusions from contractors is also common in these situations (as we've learned from our easements on Risner Ridge, Lady Morgan & Iron Mountain).
- Substantial public use will happen on the property as trails are developed and neighboring parcels become subdivisions or transportation hubs. Since the parcel will link to other open spaces (Round Valley, Gambel Oak), the property is likely to see intense recreational use not only from individuals, but also from international events, such as Point-to-Point and Ragnar. It is critical that these activities – so important for local tourism – occur in a sustainable context and incur minimal environmental impact.
- Agricultural use continuing as public access is developed is likely to create conflict between recreationalists with dogs and ranchers who need to protect their livestock (like Osguthorpe's Round Valley ranch).
- Valuable Property will continue to face threats from those who would like to use it for other purposes. The City will be relying on the selected land trust to stand up to adversaries with much deeper pockets, indefinitely.

In light of these challenges, we'd like to explain how and why professional conservation easement stewardship is critical to protecting the Clark Ranch.

1. **The challenges start now.**

Already the contractor on the Park City Heights property has intruded upon the Clark Ranch and disturbed soils. The organization holding the easement will need to hit the ground running, with an established program that can accurately locate such incursions, deal with them in a professional fashion with legal recourse if necessary, and monitor those areas for improvement over the years.

2. **Rapid Professional Response.**

Stewards need to know exactly where lot lines are and be immediately available to stop trouble as soon as possible.

- a. **Need:** A staff person onsite within minutes with the most accurate GPS, digital mapping capabilities to document the exact location of the issue and verify whether or not easement property is actually involved.

SLC Offers: local office, local staff, using the latest GPS technologies so we can tell if the problem is on the easement or not.

- b. **Need:** Immediate access to legal counsel and staff empowered to speak to decision makers.

SLC Offers: In-house counsel and professional staff able to both evaluate permitted uses as well as possible infractions.

- c. **Need:** Multiple eyes on the property, created through a network of volunteers, staff, and Board members who know what and where the property is. These volunteers do not replace but rather support and function in addition to professional staff.

SLC Offers: Our Adopt an Easement program uses volunteers to check a property on a monthly basis, most of the Conservancy's staff and Board live in the area and use the trails and open spaces. The Conservancy also has a local phone number that is monitored 24/7, for citizens to call, and they do. **This also alleviates some pressure from City staff who would otherwise receive these calls.**

3. **Thorough Annual Stewardship.**

The Land Trust Alliance has repeatedly found that lands are best protected through a solid, comprehensive stewardship program so that potential threats are addressed before they cause real damage.

- a. **Need:** Deep knowledge. The stewards must understand the terms of the conservation easement, the precise location of any previous issues, the status of any mitigation efforts, the names of the trails and the boundaries of the property.

SLC Offers: Our Stewardship Director is also our in-house legal counsel with the expertise to both understand and draft complex legal documents. The Conservancy also employs a full-time Conservation Director, with expertise in GIS systems, land use, baseline documents and analysis of multiple types of conservation values. Both our Conservation and Stewardship Directors work closely with COSAC and City staff as

easements are negotiated and drafted so that there is seamless interface to ongoing stewardship of a conserved property.

- b. **Need:** More than a walk in the park: The annual monitoring visit needs to cover specific locations marked by GIS points so that they can be revisited over many years and monitored for improvement or change. Locations need to be documented by GIS points that are permanent so that monitors in the future are not relying on changeable landmarks like “small tree,” or even a trail or a building, as these will change over the years.

SLC Offers: Our monitors have used GIS points to document our photo locations on all our easements since 2007. As the technology has improved, we now track the monitors’ exact course on the property, mark photo locations, and download this information into our maps, which are included in the annual reports provided to landowners each year. This level of stewardship is required at accreditation renewal (which the Conservancy begins this year), but not for first time accreditation.

- c. **Need:** More than a site visit: Stewardship involves many hours in the office. The property’s title should be reviewed from time to time to make sure there are no new encumbrances that might cause the property to change hands or the easement to be challenged. Neighboring parcels’ title should also be reviewed for new or changing uses. Permitted Rights (building trails, hosting events, utility maintenance) require that the easement is reviewed, that the steward’s policies regarding permitted rights is reviewed and that Board oversight is consistent.

SLC Offers: On-staff legal counsel with a solid background in title issues. The Conservancy has an established stewardship program with issue tracking and checklists for Board interaction, if necessary.

4. **A Sustainable Long-term Stewardship Program:**

The Land Trust Alliance standards require that a qualified land trust calculate the monitoring, stewardship, enforcement, and other long-term expenses of each conservation easement. Moreover, the organization must also “secure funds to cover current and future expenses for each conservation easement.”

- a. **Need:** Accurate estimates: A land trust that expects to hold easements indefinitely must accurately estimate its expenses and evaluate and mitigate its risks.

SLC Offers: Experience. Our track record of holding 13 easements on City-owned land for 10 years, along with our meticulous staff time tracking, allows us to accurately estimate real costs of stewardship on this type of property. Our stewardship program has grown in response to the City’s needs. Our staff handles reserved rights, calls from residents, or other City property issues monthly and sometimes weekly. In some cases we are able to interface directly with other partners, like Mountain Trails, thus saving City staff time.

- i. Over the past five years, the Conservancy's annual stewardship costs average \$13.62/acre each year. The current bid comes out to \$13.89/acre.
- b. **Need: Secure Funding:** The steward organization must be able to perform its stewardship obligations year in and year out, this is why accreditation requires "funds to cover current and future expenses." Annual funding mechanisms (such as grants or memberships) are not secure, as they are susceptible to the economy and other measures outside of the land trust's control. The stewardship fund must be large enough to generate both funding for annual expenses and additional income to be reinvested to cover eventual inflation.
SLC Offers: Our stewardship calculation for the Clark Ranch is based on conservative capital management that would generate a total return of 5% per year on endowed stewardship funds. 2% of the fund's income may be taken to cover expenses, while the other 2-3% is reinvested. The Conservancy thus budgeted \$4,750 per year for all stewardship activities for the Clark Ranch. Even if costs increase over time the reinvested portion of the stewardship endowment allows SLC to absorb the additional costs without a requirement to raise additional funds.
- c. **Need: Legal Defense:** Separate from and in addition to stewardship funding, the land trust must maintain a legal defense fund. Given the value of the Clark Ranch, the organization should also have additional support available in the event that legal defense is necessary. The Land Trust Alliance has established a conservation easement defense insurance program called Terrafirma. The City should work with an organization that provides the additional protections of Terrafirma.
SLC Offers: The Conservancy has participated in Terrafirma, a legal defense insurance program offered by the Land Trust Alliance since 2013, and all of our easements are covered by this program. The Conservancy also maintains a separate Legal Defense Fund and, as noted in our bid, would raise additional segregated funds to provide for legal defense of the Clark Ranch.

As we've been discussing stewardship with the City for a number of years, the Summit Land Conservancy has done a great deal of analysis of to make sure that we are accurately tracking our time and expenses, and we've done a lot investigating of what other organizations do. In the end, we've found that lots of land trusts eventually realize they have vastly underestimated their stewardship costs and struggle to solve that problem.

Park City cannot afford make a mistake. Unlike most land trusts that hold easements on donated private lands with little or no public access, the Conservancy has

been entrusted with helping our City and County partners protect the citizens' multi-million dollar investments with public access and ever increasing public usage. We recognize the critical importance of these shared community landscapes.

Relying on annual fundraising mechanisms to support the stewardship of existing easements is not adequate, and expecting such annual funding to cover new easements is frankly dangerous. At some point, an organization will find itself stretched beyond its capacity, and the land will suffer. This is why the Land Trust Alliance insists that organizations secure long term stewardship funding when easements are placed.

The Conservancy's stewardship program is what it needs to be. When City staff contact us needing a signature on an agreement for environmental mediation involving four parties and an easement property, the Conservancy must have a quick and qualified response. When a neighbor wonders about some painted markings on the ground between her lot and the adjacent open space, the Conservancy can send someone out to locate the markings and their purpose. When a developer building right up to an easement lot line argues that our GIS technology isn't "that accurate," we can say confidently that it is.

As local residents, the Board and staff of the Summit Land Conservancy hope that you fully consider the true stewardship needs of the Clark Ranch and evaluate any potential easement holder/steward's abilities to meet those needs both immediately and over the long term.

Thank you,



Cheryl Fox
Executive Director
Summit Land Conservancy

cc: Diane Foster, City Manager
Mark Harrington, City Attorney



March 16, 2015

Park City Council
c/o Heinrich Deters

Dear Heinrich,

For almost a quarter of a century Utah Open Lands has been preserving open space. The organization was started after a Park City 'City Tour' to Jackson Hole, Wyoming when community leaders decided the creation of a land trust could best serve the protection of Park City's unique rural resort character. Utah Open Lands, as the only local land trust in the state at the time, grew from serving just Summit County, to become a leader in Utah for land conservation.

In 2008, the National Land Trust Alliance began operating an accreditation program to ensure land trusts' implementation of standards and practices that would ensure the guidelines of the IRS tax code enabling conservation easements where followed. Initially the accreditation program allowed land trusts without sufficient stewardship endowments to apply and become accredited once the land trust developed a plan to raise the necessary endowment prescribed by the program.

When Utah Open Lands applied for accreditation the organization had protected 56,000 acres. The organization was not required to develop a plan to fund stewardship and legal defense because our Fund already exceeded that standard. Utah Open Lands is one of the 180 accredited land trusts around the country.

Over time, Utah Open Lands has been in the position of defending our easements. We not only have a theoretical understanding of defense, but also a practical one. In a violation of a 250 acre property along the Jordan River, Utah Open Lands, working with the landowner and other agencies, succeeded in requiring the full cure and remediation of the violation. Additionally, \$250,000 in penalties was secured, serving as a deterrent for future would be violators. The entire \$250,000 was applied to additional land preservation. This successful enforcement did not require a court proceeding.

Utah Open Lands applauds the City for requiring that a management plan be part of the preservation easement for Clark Ranch. Well crafted management plans can identify future conflicts, monitoring protocols and appropriate management practices, avoiding poor decisions when it comes to the implementation of uses.

We appreciate the City's long held defense of its unique quality of life through the proactive preservation of open space.

Respectfully,

Wendy Fisher, Executive Director



City Council Staff Report



Subject: 2015 Sales Revenue Bond
Author: Nate Rockwood Capital Budget, Debt & Grants Manager
Department: Budget, Debt & Grants Department
Date: March 19, 2015
Type of Item: Legislative

Recommendation

Staff recommends that Council approve the attached bond resolution for the 2015 Series Sales Revenue bond issuance, in an amount not to exceed \$12,000,000, to provide funding for projects specified as part of the Council approved Additional Resort Communities Sales Tax Plan.

Topic/Description

2015 Sales Revenue Bond Resolution

Background

On November 29, 2012 City Council unanimously passed an ordinance adopting an additional .5% Resort Communities Sales and Use Tax to be levied beginning April 1, 2013. At that time Council confirmed that all revenue generated with the additional .5% Resort Communities Sales Tax be received directly in to the Capital Improvement Fund to be used for but not limited to the following capital projects, Historic Park City/ Main Street & Downtown Projects, OTIS, Storm Drain Improvements, Open Space Acquisition and other capital improvement projects as determined appropriate by City Council.

On May 9, 2013, City Council adopted a Sales Revenue Bond Reimbursement Resolution, which allows the City to reimburse itself for expenses related to specific projects currently listed and proposed as part of the Additional Resort Communities Sales Tax Plan. The resolution sets the maximum reimbursement amount at \$10,000,000. The first Sales Revenue Bonds was issued in 2014 for \$5,375,000.

The projects which qualify for reimbursement are defined in the resolution as Historic Park City/Main Street and downtown streetscape improvements, OTIS (Old Town street and utility improvement projects), storm drain improvements as specified in the Storm Water Master Plan, open space acquisition and Deer Valley Drive reconstruction and streetscape improvements.

Since the issuance of the 2014 sales revenue bonds were issued the following expenditures have occurred and may be reimbursed with proceeds of the 2015 Series Sales Revenue Bonds. Additionally the City anticipates expenditures which have been budgeted for FY 2015-2017:

Project	YTD Expenditure	Remaining Budget FY 15-17
Open Space – (Clark Ranch)	\$6,264,154	\$4,750,000
OTIS	\$20,000	\$2,000,000
Storm Drain Improvements	\$27,000	\$2,600,000
Historic Park City/Main Street & Downtown Projects	\$100,000	\$3,500,000
Deer Valley Drive Phase II	\$21,000	\$831,000
Total	\$5,456,794	\$13,231,000

The resolution sets the maximum bond amount at \$12M. Based on current project manager construction timelines, staff anticipates that the City will not need to issue a 3rd sales revenue bond for Additional Resort Sales Tax projects until CY 2017. The City collected approximately \$3.5 million in FY 2014, from the Additional Resort Sales Tax. With this issuance, the city will have leveraged approximately 35 percent of the Additional Resort Sales Tax until FY 2029.

Analysis

The attached bond resolution sets the parameters of the Sales Revenue bond issuance, delegates final approval of bond terms to a Designated Officer (any one of the Mayor, any authorized Mayor ProTem, the City Manager, and the Finance Manager), and initiates the process of public notice. The resolution sets the maximum principal issuance amount at \$12,000,000. The resolution lists the purpose for issuing the Bonds as:

(a) finance Historic Park City/Main Street and downtown streetscape improvements, OTIS (Old Town street and utility improvement projects), storm drain improvements as specified in the Storm Water Master Plan, open space acquisition and Deer Valley Drive reconstruction and streetscape improvements (collectively, the “Project”); (b) fund a debt service reserve fund, if necessary, and (c) pay costs of issuance with respect to the Series 2015 Bonds.

The resolution establishes the format for public notice for the bonds, which should be published in the Park Record for two consecutive weeks, the first notice not less than 14 days before the public hearing and initiated a 30 day period in which interested parties may contest the legality of the resolution or the bonds. The Public hearing will take place on April 16, 2015.

The resolution also establishes maximum terms of 5% interest for not more than 16 years. These terms are intentionally set high to allow flexibility in the bond structure. Staff anticipates that the actual interest rate of the bonds would be closer to the current rate of 2.95% than the maximum. The maturity of the bonds is expected to be 15 years.

Staff anticipates Council holding a public hearing on April 16, 2015. After the public hearing the Designated Officer may authorize the final terms and sale of the bonds. It is anticipated that the sale of the bonds would occur on or around April 17, 2015. Staff would proceed with the bond closing on or after May 1, 2015. The resolution allows flexibility for the bonds to be sold by competitive, negotiated or private placement sale.

Significant Impacts

The bond resolution is the first step in initiating a bond issuance. This bond issuance is anticipated in the current City Council Adopted Budget. The resolution would allow staff to continue with the current timing of the issuance.

Alternatives:

- A. Approve the attached bond resolution for the 2015 Series Sales Revenue bond issuance, in an amount not to exceed \$12,000,000, to provide funding for projects specified as part of the Council approved Additional Resort Communities Sales Tax Plan.
- B. Modify the request: Council could choose to modify or reduce the amount of bonds to issue.
- C. Deny the request: Council could choose to not issue bonds.
- D. Continue the Item: Council may feel there is not enough information to make a decision, and have staff return with more information. This would impact the timeline for the bond issuance.
- E. Do Nothing: This would have the same impact as alternative C.

Departmental Review

This report has been reviewed by the Legal Department, Budget Department, and City Manager.

Staff Recommendations:

Staff recommends that Council approve the attached bond resolution for the 2015 Series Sales Revenue bond issuance, in an amount not to exceed \$12,000,000, to provide funding for projects specified as part of the Council approved Additional Resort Communities Sales Tax Plan.

Attachments:

A – Bond Resolution

Park City, Utah

March 19, 2015

The City Council (the “Council”) of Park City, Utah (the “Issuer”), met in regular public session at the regular meeting place of the Council in Park City, Utah, on Thursday, March 19, 2015, at the hour of 6:00 p.m., with the following members of the Council being present:

Jack Thomas	Mayor
Andy Beerman	Councilmember
Tim Henney	Councilmember
Cindy Matsumoto	Councilmember
Richard Peek	Councilmember
Liza Simpson	Councilmember

Also present:

Marci Heil	City Recorder
Diane Foster	City Manager
Mark Harrington	City Attorney

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this March 19, 2015, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF PARK CITY, UTAH (THE "ISSUER"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$12,000,000 AGGREGATE PRINCIPAL AMOUNT OF SALES TAX REVENUE BONDS, IN ONE OR MORE SERIES; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR A PUBLIC HEARING AND THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING AND APPROVING ONE OR MORE SUPPLEMENTAL INDENTURES, A PRELIMINARY OFFICIAL STATEMENT, AN OFFICIAL STATEMENT, A BOND PURCHASE AGREEMENT, AN OFFICIAL NOTICE OF BOND SALE, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of the Issuer desires to (a) finance Historic Park City/Main Street and downtown streetscape improvements, OTIS (Old Town street and utility improvement projects), storm drain improvements as specified in the Storm Water Master Plan, open space acquisition and Deer Valley Drive reconstruction and streetscape improvements (collectively, the "Project"); (b) fund a debt service reserve fund, if necessary, and (c) pay costs of issuance with respect to the Series 2015 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the Issuer desires to issue its Sales Tax Revenue Bonds, Series 2015 (the "Series 2015 Bonds") (to be issued from time to time, as one or more series and with such other series or title designation(s) as may be determined by the Issuer), pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), (b) this Resolution, and (c) a General Indenture of Trust dated as of March 1, 2005, as heretofore amended and supplemented (the "General Indenture"), and as further amended and supplemented by one or more Supplemental Indentures of Trust (the "Supplemental Indenture," and together with the General Indenture, the "Indenture"), each between the Issuer and Zions First National Bank, as trustee (the "Trustee"), in substantially the form presented to the meeting at which this Resolution was adopted and which are attached hereto as Exhibit B; and

WHEREAS, the Act provides that prior to issuing bonds under the Act, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the Issuer desires to call a public hearing for this purpose and to publish a notice of such hearing with respect to the Series 2015 Bonds, including a notice of bonds to be issued, in compliance with the Act; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase agreement (the “Bond Purchase Agreement”) to be entered into between the Issuer and the underwriter or the purchaser selected by the Issuer for the Series 2015 Bonds (the “Underwriter/Purchaser”), in substantially the form attached hereto as Exhibit C in the event that the Series 2015 Bonds are not sold pursuant to a public bid with an official notice of bond sale or similar document; and

WHEREAS, in the event that the Designated Officers (defined below) determine that it is in the best interests of the Issuer to publicly offer the Series 2015 Bonds, the Issuer desires to authorize the use and distribution of a Preliminary Official Statement (the “Preliminary Official Statement”) in substantially the form attached hereto as Exhibit D, including a form of an Official Notice of Bond Sale or a substantially similar document for use with or without a Preliminary Official Statement (the “Official Notice of Bond Sale”) in the case where the Series 2015 Bonds are sold at a competitive sale, and to approve a final Official Statement (the “Official Statement”) in substantially the form as the Preliminary Official Statement but including the additional information established at the time of sale of the Series 2015 Bonds, and other documents relating thereto; and

WHEREAS, in order to allow the Issuer (with the consultation and approval of the Issuer’s Financial Advisor, Municipal Bond Consulting Inc. (the “Financial Advisor”)) flexibility in setting the pricing date or dates of the Series 2015 Bonds to optimize debt service costs to the Issuer, the Council desires to grant to any one of the Mayor, any authorized Mayor ProTem, the City Manager, and the Finance Manager (the “Designated Officers”), the authority to (a) determine whether all or a portion of the Series 2015 Bonds should be sold pursuant to a private placement or a public offering (including via a negotiated underwriting or public bid); (b) approve the principal amounts, interest rates, terms, maturities, redemption features, and purchase price at which the Series 2015 Bonds shall be sold; (c) select the Underwriter/Purchaser of the Series 2015 Bonds or execute a Certificate of Award confirming the sale of the Series 2015 Bonds to the winning bidder pursuant to the Official Notice of Bond Sale; and (d) make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the “Parameters”).

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

Section 1. For the purpose of (a) financing the Project, (b) funding a deposit to a debt service reserve fund, if necessary, and (c) paying costs of issuance of the Series 2015 Bonds, the Issuer hereby authorizes the issuance of the Series 2015 Bonds which shall be designated “Park City, Utah Sales Tax Revenue Bonds, Series 2015” (to be issued from time to time, as one or more series and with such other series or title designation(s) as may be determined by the Issuer) in the aggregate principal amount of not to exceed \$12,000,000. The Series 2015 Bonds shall mature in not more than sixteen (16) years from their date or dates, shall be sold at a price not less than one hundred percent (100%) of the total principal amount thereof, shall bear interest at a rate or rates of not to exceed five percent (5.0%) per annum, all as shall be approved by at least one of the Designated Officers, within the Parameters set forth herein.

Section 2. Any one of the Designated Officers are hereby authorized to select the Underwriter/Purchaser and specify and agree as to the method of sale (among competitive sale or negotiated sale (including a private placement without the use of an Official Statement) the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2015 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution. The selection of the form of sale via a private placement, negotiated underwriting, or competitive sale, the selection of the Underwriter/Purchaser and the determination of the final terms and redemption provisions for the Series 2015 Bonds by the Designated Officers shall be evidenced by the execution of a Certificate of Award (the “Certificate of Award”) in substantially the form attached hereto as Exhibit E in the case where the Series 2015 Bonds are sold at a competitive sale or the Bond Purchase Agreement if the Series 2015 Bonds are sold at a private or negotiated underwriting sale in substantially the form attached hereto as Exhibit C. The form of the Certificate of Award and of the Bond Purchase Agreement are hereby authorized, approved and confirmed.

Section 3. The Supplemental Indenture in substantially the form presented to this meeting and attached hereto as Exhibit B is hereby authorized, approved, and confirmed. The Mayor or Mayor pro tem (the “Mayor”) and the City Recorder or Deputy City Recorder (the “City Recorder”) are hereby authorized to execute and deliver the Supplemental Indenture in substantially the form and with substantially the content as the form presented at this meeting for and on behalf of the Issuer, with final terms as may be established by the Designated Officers, in consultation with the Financial Advisor, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 5 hereof.

Section 4. Should the Designated Officers determine to have the Series 2015 Bonds underwritten, as a public offering, the Issuer hereby authorizes the utilization of the Preliminary Official Statement (including an Official Notice of Bond Sale, as needed), in the form attached hereto as Exhibit D in the marketing of the Series 2015 Bonds and hereby approves the Official Statement in substantially the same form as the Preliminary Official Statement with information completing the same from the sale of the Series 2015 Bonds. The Mayor is hereby authorized to execute the Official Statement evidencing its approval by the Issuer.

Section 5. The appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Indenture, the Series 2015 Bonds, the Preliminary Official Statement (including, but not limited to, the addition of an official notice of bond sale), the Official Statement, the Bond Purchase Agreement, the Certificate of Award or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2015 Bonds (within the Parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 6. The form, terms, and provisions of the Series 2015 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor and the City Recorder are hereby authorized and directed to execute and seal the Series 2015 Bonds and to deliver said Series 2015 Bonds to the Trustee for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 7. The appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the Trustee the written order of the Issuer for authentication and delivery of the Series 2015 Bonds in accordance with the provisions of the Indenture.

Section 8. Upon their issuance, the Series 2015 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2015 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2015 Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 9. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers (including, without limitation, any tax compliance policies or escrow agreements or reserve instrument guaranty agreements permitted by the Indenture) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 10. After the Series 2015 Bonds are delivered by the Trustee to the Underwriter/Purchaser, and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Series 2015 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 11. The Issuer shall hold a public hearing on April 16, 2015, to receive input from the public with respect to (a) the issuance of the Series 2015 Bonds and (b) the

potential economic impact that the improvements to be financed with proceeds of the Series 2015 Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is first published, such notice to be published (i) once a week for two consecutive weeks in The Park Record, a newspaper of general circulation in the Issuer, (ii) on the Utah Public Notice Website created under Section 63F-1-701 Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Issuer's offices, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the date of publication thereof. The Issuer directs its officers and staff to publish a "Notice of Public Hearing and Bonds to be Issued" in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), that on March 19, 2015, the City Council (the “Council”) of Park City, Utah (the “Issuer”), adopted a resolution (the “Resolution”) in which it authorized the issuance of the Issuer’s Sales Tax Revenue Bonds, Series 2015 (the “Bonds”) (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer) and called a public hearing to receive input from the public with respect to (a) the issuance of the Bonds and (b) any potential economic impact that the Project described herein to be financed with the proceeds of the Bonds may have on the private sector.

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on April 16, 2015, at the hour of 6:00 p.m. at 445 Marsac Avenue, Park City, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of Bonds and (b) any potential economic impact that the Project to be financed with the proceeds of Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE BONDS

The Bonds will be issued for the purpose of (a) financing Historic Park City/Main Street and downtown streetscape improvements, OTIS (Old Town street and utility improvement projects), storm drain improvements as specified in the Storm Water Master Plan, open space acquisition and Deer Valley Drive reconstruction and streetscape improvements (collectively, the “Project”), (b) funding any required debt service reserve fund, and (c) paying costs of issuance of the Bonds.

PARAMETERS OF THE BONDS

The Issuer intends to issue the Bonds in the aggregate principal amount of not more than Twelve Million Dollars (\$12,000,000), to mature in not more than sixteen (16) years from their date or dates, to be sold at a price not less than one hundred percent (100%) of the total principal amount thereof, and bearing interest at a rate or rates of not to exceed 5.0% per annum. The Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a General Indenture of Trust (previously entered into) and a Supplemental Indenture of Trust (collectively, the “Indenture”) which were before the Council and attached to the Resolution with the Supplemental Indenture in substantially final form at the time of the adoption of the Resolution and said Supplemental Indenture is to be executed in such form and with such changes thereto as shall be approved by certain designated officers; provided that the principal amount, interest rate or rates, maturity, and discount of the Bonds will not exceed the maximums set forth above.

EXCISE TAXES PROPOSED TO BE PLEDGED

The Issuer proposes to pledge 100% of the Local Option Sales and Use Tax revenues received by the Issuer pursuant to Title 59, Chapter 12, Part 2, Utah Code Annotated 1953, as amended and 100% of the Resort Communities Tax and Additional Resort Communities Tax revenues received by the Issuer pursuant to Title 59, Chapter 12, Part 4 (collectively, the “Sales and Use Tax”) to the payment of the Bonds.

OUTSTANDING BONDS SECURED BY PLEDGED TAXES

Other than the proposed Bonds, the Issuer currently has \$12,420,000 of bonds outstanding secured by the Sales and Use Tax.

OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer’s outstanding bonds or obligations may be found in the Issuer’s financial report (the “Financial Report”) at: <http://auditor.utah.gov/accountability/financial-reports-of-local-governments/>. For additional information, including any information more recent than as of the date of the Financial Report, please contact Nate Rockwood the Capital Budget, Debt & Grants Manager at (435) 615-5179.

TOTAL ESTIMATED COST FOR BONDS

Based on the Issuer’s current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Bonds, if held until maturity, is approximately \$14,900,000.

A copy of the Resolution and the Indenture are on file in the office of the Park City Recorder, 445 Marsac Avenue, Park City, Utah, where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m., Monday through Friday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which (i) any person in interest shall have the right to contest the legality of the Resolution, the Indenture (but only as it relates to the Bonds), or the Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever and (ii) registered voters within Park City, Utah may sign a written petition requesting an election to authorize the issuance of the Bonds. If written petitions which have been signed by at least 20% of the registered voters of Park City, Utah are filed with the Issuer during said 30-day period, the Issuer shall be required to hold an election to obtain voter authorization prior to the issuance of the Bonds. If fewer than 20% of the registered voters of Park City, Utah file a written petition during said 30-day period, the Issuer may proceed to issue such Bonds under the Act without an election.

DATED this March 19, 2015.

/s/ Marci Heil
City Recorder

Section 12. The Issuer previously adopted a resolution declaring its intention and reasonable expectation to use proceeds of up to \$10,000,000 of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. In 2014, the Issuer issued \$5,375,000 of tax-exempt bonds for the Project. Such resolution is hereby confirmed as also applicable to the Series 2015 Bonds to be issued for the Project. To the extent that the amount of tax-exempt bonds authorized herein exceeds the remaining reimbursement amount of \$4,625,000, the Issuer desires to express its intention to reimburse for an additional amount of up to \$10,375,000.

Section 13. The Issuer hereby reserves the right to opt not to issue the Series 2015 Bonds for any reason, including without limitation, consideration of the opinions expressed at the public hearing.

Section 14. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this March 19, 2015.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

I, Marci Heil, the duly appointed and qualified City Recorder of Park City, Utah (the "City"), do hereby certify according to the records of the City Council of the City (the "City Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on March 19, 2015, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on March 19, 2015, and pursuant to the Resolution, there will be published a Notice of Public Hearing and Bonds to be Issued no less than fourteen (14) days before the public hearing date: (a) one time each week for two consecutive weeks in The Park Record, a newspaper having general circulation within the City, the affidavit of which publication will be attached upon availability, (b) on the Utah Public Notice Website created under Section 63F-1-701 Utah Code Annotated 1953, as amended and (c) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this March 19, 2015.

(SEAL)

By: _____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Marci Heil, the undersigned City Recorder of Park City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the March 19, 2015, public meeting held by the City Council of the City (the "City Council") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City on March __, 2015, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to The Park Record on March __, 2015, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2015 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (a) posted on _____ at the principal office of the City Council, (b) provided to at least one newspaper of general circulation within the City on _____ and (c) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this March 19, 2015.

(SEAL)

By: _____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2
ANNUAL MEETING SCHEDULE

(attach Proof of Publication of Notice of Public Hearing and Bonds to be Issued)

EXHIBIT B

FORM OF INDENTURE

(See Transcript Document Nos. ____ and ____)

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

(See Transcript Document No. ____)

EXHIBIT D

FORM OF PRELIMINARY OFFICIAL STATEMENT

(See Transcript Document No. ____)

EXHIBIT E

CERTIFICATE OF AWARD

(See Transcript Document No. _____)

Staff Report



Author: Adriane Herrick Juarez
Subject: Library Remodel – Furniture Purchase
Date: March 12, 2015
Type of Item: Administrative – Purchase

Summary Recommendation:

Staff requests authorization to order the furniture for the Library and execute a purchase order with Henricksen Butler in an amount not to exceed Three Hundred Ninety Thousand. **(\$390,000)**

Topic/Description: Library furniture purchase.

Acronyms in this Report:

FF&E Furniture, Fixtures and Equipment
\$M Million Dollars

Background:

On January 15, 2015 City Council acting as the Redevelopment Agency expanded the scope of the Library Reconstruction project to a total budget of \$9.62M. Within the total project budget the architect and team included a placeholder of \$613,000 for Furniture, Fixtures, and Equipment (FF&E). The FF&E includes the bookshelves, soft seating, office furniture, tables, desks, chairs etc. This budget did not include computers and other technology. There is a separate budget line within the \$9.62M project budget for technology.

The Library team working with architect and Henricksen Butler has spent months on the furniture plan for the library. Staff and the designers have put together a plan on the amount of furniture needed to meet the needs of the building workspaces and community spaces. The furniture package is the second largest portion of the FF&E for the library.

Analysis:

As part of the Library Remodel, a project-team consisting of staff, Library Board representatives, the architect, and designers from Henricksen Butler have been meeting to select the furniture and other FF&E items. The team consists of Adriane Herrick Juarez, Christine Roh, Jessica Manis, Candy Markle, Angela Arreche from the Library, Brooke Moss from HR, and Alison Butz and Bobbie Pyron from the Library Board. On occasion other Library and Sustainability staff attends the meetings.

In 2015, the team met with Joann Fettig and designers from Henricksen Butler on February 18 and March 3, 10 and 11 to review and select the furniture for the library. On March 10, 2014 the team chose the final style, materials and color of furniture from a number presented by the designers based on their recommendations with what will go

with the architects “hardscape” plan for the building, the overall building fixtures, and the bookshelves that were ordered, which are black metal with cherry tops and trim. The architect has been working with the designers to develop the order.

Henricksen Butler is on the State’s Cooperative Contracts vendor list. The State Division of Purchasing has already performed the procurement according to State Code. The State Cooperative Contract procurement is performed by the Division of Purchasing so that State of Utah Agencies, Cities and Towns, Counties, Public Education, Higher Education and Special Service Districts all have the opportunity to procure purchases and services at the lowest cost.

Park City’s purchasing policy states:

C General Policy

11. The following items require City Council approval unless otherwise exempted in these following rules:

- a. All contracts (as defined) over \$25,000
- b. All contracts and purchases awarded through the formal bidding process.
- c. Any item over \$15,000 that is not anticipated in the current budget.

D. Exceptions

Certain contracts for goods and services shall be exempt from bidding provisions. The manager shall determine whether or not a particular contract or purchase is exempt as set forth herein.

1. Or circumstances which are likely to cause the City to suffer financial harm or loss, the gravity of which clearly outweighs the benefits of competitive bidding in the usual manner.

4. Purchases from companies approved to participate in Utah State Division of Purchasing and General Services agreements and contracts and under \$100,000 are not subject to competitive bidding requirements.

6. Purchases from local government purchasing pools in which the City is a participant as approved by a resolution of the City Council.

As this purchase is in excess of \$100,000 and there is some ambiguity in the policy with the \$100,000 threshold on State Contracts, staff felt it prudent to outline the procurement process and selection of the vendor of the bookshelves to Council and the public. Staff will be removing the \$100,000 threshold from Exception #4 during the budget process as the State’s Cooperative Contracts has competitively procured vendors to provide the lowest costs. The City Manager finds that not proceeding with this purchase through the Utah State Division of Purchasing would likely cause the City to suffer financial harm or loss by delaying the project and requiring additional staff

resources which clearly outweighs the benefits of competitive bidding in the usual manner.

Department Review: This report has been reviewed by representatives of Sustainability, Library, Budget, Human Resources, Legal, and the City Manager's Office and their comments have been integrated into this report.

Alternatives:

Approve the request, and authorize staff to enter into a purchase order with Henricksen Butler in an amount not to exceed Three Hundred Ninety Thousand Dollars. (\$390,000)

- A. Modify the request: Any modification will delay the order which will delay the move back to 1255 Park Avenue and the Library opening.
- B. Deny the request: Council could choose to not deny the request which would delay the project and the move to 1255 Park Avenue and the Library opening.
- C. Continue the Item: Council may feel there is not enough information to make a decision, which will delay the project and the proposed schedule.
- D. Do Nothing: Same effect as continuance.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Balance between tourism and local quality of life + Varied and extensive event offerings (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	- Reduced municipal, business and community carbon footprints (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	+ Preserved and celebrated history; protected National Historic District + Skilled, educated workforce + Entire population utilizes community amenities + Community gathering spaces and places + Vibrant arts and culture offerings (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	+ Well-maintained assets and infrastructure (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Positive 	Negative 	 Very Positive 	Positive 
Comments: .				

Funding Source: