



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
March 14, 2019**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Ave, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, March 14, 2019.

CLOSED SESSION - 2:00 p.m.

To Discuss Property, Personnel, and Litigation

WORK SESSION

4:15 p.m. - Affordable Housing Update
[Affordable Housing Staff Report](#)

5:15 p.m. - Discuss Summer Day Camp Registration
[Summer Day Camp Staff Report](#)
[Exhibit A: Summer Day Camp Staff Communications Report - February 28, 2019](#)

5:45 p.m. - Break

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Deer Valley Drive/SR-224 Pedestrian & Bicycle Improvement Project Update
[Deer Valley Drive Staff Report](#)
[Exhibit A: Preferred Alternative](#)
2. Park City Municipal Website Redesign Project Status
[Website Redesign Update](#)

III. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

IV. CONSIDERATION OF MINUTES

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Enter into a Five Year Sponsorship Agreement with the United States Ski and Snowboard Association (USSA), in a Form Approved by the City Attorney
[USSA Agreement 2019 Staff Report](#)
2. Request to Approve the Professional Service Contract in a Form Approved by the City Attorney's Office with Cascadia Partners, LLC. in the Amount Not to Exceed \$34,536.00 for Consulting Services for Analysis on Possible Changes to the Land Management Code as it Relates to Affordable Housing Projects
[Affordable Housing Consulting Services Staff Report](#)
[Exhibit A: RFP - Land Management Code Changes - Affordable Housing Consulting Services](#)
[Exhibit B: Professional Services Agreement - Cascadia Partners](#)

VI. OLD BUSINESS

1. Discuss Local Parks Preservation Master Plan and the Protection of Local Parks
(A) Public Input
[Parks Preservation Staff Report](#)
2. Consideration to Authorize the City Manager to Execute the Proposed Electric Service Requirements Agreement between Rocky Mountain Power (RMP), an Unincorporated Division of PacifiCorp and Park City Municipal Corporation (PCMC) for Work to be Performed at 1875 Kearns Blvd in an Amount Not to Exceed \$52,566
(A) Public Input (B) Action
[Rocky Mountain Power Agreement Staff Report](#)
[Exhibit A: RMP Agreement 1875 Kearns Blvd](#)
[Exhibit B: Utility Relocation Design](#)
[Exhibit C: RMP Agreement - 1884 Kearns Blvd](#)
[Exhibit D: Park City School District MOU](#)
[Exhibit E: Snyderville Basin Water Reclamation Engineering Services Agreement](#)
3. Consideration to Authorize the City Manager to Execute a Construction Agreement, in a Form Approved by the City Attorney, with Stapp Construction, Inc. in an Amount Not to Exceed \$3,407,645 to Provide Construction for the SR-248 Bicycle and Pedestrian Tunnel Improvements
(A) Public Input (B) Action
[Pedestrian Tunnel Staff Report](#)
[Exhibit A: Rendering of Proposed Tunnel](#)
[Exhibit B: Recommended Construction Award](#)
[Exhibit C: Traffic Analysis](#)

Exhibit D: Park City School District MOU

4. Discuss Special Service Contracts
(A) Public Input
[Special Service Contracts Staff Report](#)
[Innovation Grant Request for Application](#)
5. 2019 Legislative Update

VII. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4:00 p.m. to 9:00 p.m. Posted: See: www.parkcity.org

***Parking validations will be provided for Council meeting attendees that park in the China Bridge parking structure.**

Council Agenda Item Report

Meeting Date: March 14, 2019

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: Work Session

Agenda Section:

Subject:

4:15 p.m. - Affordable Housing Update

Suggested Action:

Staff is providing an update on work to meet City Council's goal of producing 800 additional affordable and attainable housing units by 2026 with an interim goal of 220 units by 2020.

Attachments:

[Affordable Housing Staff Report](#)

City Council Staff Report

Subject: Affordable Housing Update
Author: Jason Glidden & Rhoda Stauffer
Department: Community Development
Date: March 14, 2019
Type of Item: Administrative

Staff is providing an update on work to meet City Council's goal of 800 new additional affordable and attainable housing units by 2026 with an interim goal of 220 units by 2020. This report will provide informational updates as well as request Council direction on the following:

- Housing Development and progress on the 2026 housing goal
- Pricing for Woodside Park, Phase I & Woodside Park Phase 2
- Housing Authority Rental Model
- Proposal for a revised Lottery Process & Applicant Qualifications

Recommendation

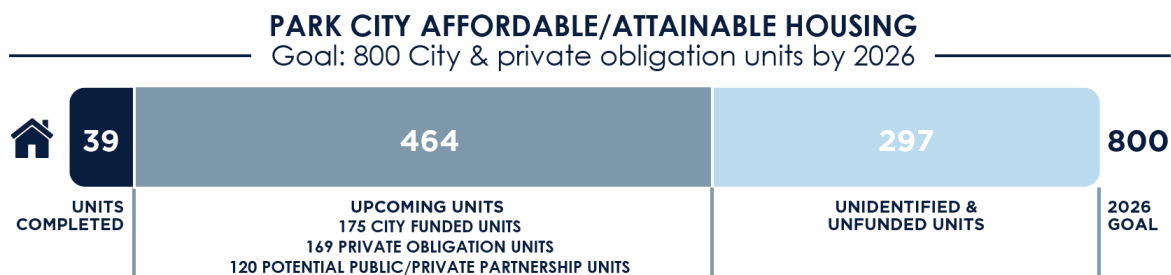
Staff recommends that City Council discuss and take public comment to provide guidance on the following questions:

- Is Council supportive of the proposed pricing for Woodside Park, Phase I?
- Does Council want staff to move forward on the Housing Authority Rental Model?
- Is Council supportive of the proposed lottery waiting list process and applicant qualifications?
- Should there be additional consideration and goals for certain categories of applicants such as city employees or essential employees?
- Is Council supportive of utilizing the City's first right of refusal to allow City employees to purchase affordable/attainable units prior to the general public?

Background

Housing Goal Update

Staff continues to make progress towards meeting the City's goal of adding 800 housing units to the City's affordable/attainable housing inventory by 2026. The info graphic below shows the progress to date, as well as expected future development (both public and private).



Project Updates

2015 Prospector Avenue: Demolition on 17 units is currently under way. Construction of improvements have begun on the units that have demolition complete. This work includes new electrical, plumbing, flooring and sheetrock. It is expected that these units will be ready in May for employees to start moving in. In an effort to help the current need for winter Transit employees, 6 units received minor updates to allow 6 transit drivers to live in units during the winter season. These employees will move out in April and those units will receive a full upgrade and will be completed in June.

Woodside Park, Phase 1: While snow storms have caused a small delay in construction, the contractor is confident that the project will still meet its completion date of mid-May. Staff has completed draft CC&Rs and deed restrictions, as well as proposed pricing of the units which is discussed later in this report.

Woodside Park Phase 2: The Master Planned Development Application and Plat amendment for the Woodside Park Phase 2 project is scheduled to be in front of Planning Commission at the end of March. In addition, staff is working to secure a construction manager at risk (CMAR) to help with pre-construction services such as plan review, cost estimation, and construction scheduling. The current schedule shows construction beginning in late summer of 2019.

Park City Heights: To date, 20 units have been completed and eight (8) units are on track to receive their certificates of occupancy (CO) in the next 30 to 60 days. Sales contracts are signed for these eight units and closings will occur directly after the CO's are received. Another 36 deed restricted units are also under construction for a total of 64 affordable/attainable units of the 79 total required.

Affordable and Attainable Housing Pricing

The City's objective with setting pricing for affordable housing projects is to limit subsidy levels to an average of 20% of the construction costs, while at the same time working to keep sale prices at an affordable level. Due to the fact that the Woodside Park Phase 1 & 2 projects are located within the redevelopment boundaries, the City is able to sell units at and potentially above affordable and attainable pricing which helps to reduce subsidy levels as well as providing attainable housing meeting the needs of higher income households who don't have sufficient income to purchase a market rate unit.

Pricing for Woodside Park Phase 1: Woodside Park Phase 1 is scheduled for completion late May/early June. Staff is recommending that the City retain one unit (1334 Woodside). The remaining units will be sold. Staff has developed proposed pricing for the units which are listed in Exhibit A. The proposed subsidy level for Woodside Phase 1 would be at 32% after removing the construction cost associated with the unit the City would retain. The average AMI for the project would be at 89%.

Pricing for Woodside Park, Phase 2: Woodside Park Phase 2 is scheduled to begin construction in late summer of 2019. It will consist of 58 units. A total of 52 of those units are proposed to be sold at affordable/attainable prices. There will be 6 units that will be sold at market rate. A list of the proposed pricing can be found in Exhibit A. The subsidy for the Woodside Park Phase 2 project is estimated at 0%. This includes the sale of the 6 market units and the sale of 1302 Norfolk Avenue. The average AMI for the affordable/attainable portion of project is projected to be at 88%.

Potential Park City Housing Authority Rental Model

At the July 2018 mid-year City Council retreat, staff presented Council with the concept of issuing debt through the Park City Housing Authority as a way of funding Housing Authority-owned affordable rental projects. The benefit of a Park City Housing Authority rental Model would be to provide more affordable rental units and eliminate the cash flow issues caused by the long return-on-investment times created by a rental product. The rental model could allow the City and Park City Housing Authority to pursue additional housing development opportunities which might include additional partnerships or for which the City/Housing Authority would act as developer. A more detailed description of the proposed model is presented in Attachment B of this report.

Lottery/Waitlist System & Applicant Qualifications

Lottery/Waitlist System

Staff is proposing a two-part lottery system to both identify qualified buyers for the next city projects as well as to establish a wait-list for future re-sales of existing units. A full description and flow chart of the proposed lottery system and waitlist process is provided in Attachment C of this report.

Staff requests Council direction on whether or not to establish special set-asides in the lottery. In the past, set-asides have been made for city employees, seniors and essential employees. All applicants that qualified for the set-asides but were not selected in a set-aside lottery will then be placed in the final lottery for the general public, in essence giving those applicants two chances to be selected for an opportunity to purchase a unit. Does Council want to do this again as part of the proposed lottery? If so, which categories should be considered?

1. City Employees
2. Essential workers (those employed as first responders, medical personnel, and teachers)
3. Others?

Prioritization for City Employees on re-sale of Affordable Units

As part of the deed restrictions placed on all affordable/attainable units, the City holds first right of refusal to purchase any unit that comes up for re-sale. The City has exercised this option in the past in order to update old deed restrictions that did not match current versions. The City could also utilize the first right of refusal to allow City employees to purchase the unit prior to going to the general public. Housing staff would create a separate waitlist containing only City employees. If no qualified buyer from the City employee list was found, staff would then move to the general wait-list to identify a qualified buyer. In an effort to better understand the demand for affordable/attainable units by City employees, staff sent out a survey to all employees. A total of 167 employees responded and the results of the survey can be found in Attachment D.

Applicant Qualifications

In order for a person/family to purchase an affordable/attainable unit, they would be required to meet a set of qualifying criteria. As part of the review of the qualifications, staff researched affordable qualifications in a number of other communities. A proposed list of qualifications is provided in Attachment E of this report. The one change made from previous qualifications is maximum net asset allowed moving from a set dollar amount of \$400,000 to a sliding scale that is limited to 4 times the area median income of the size of the household.

Funding

City allocated approximately \$19 million in Lower Park Ave RDA funds and \$5 million in Additional Resort Communities Sales Tax revenue to fund housing projects. The sale of completed units are deed restricted and the sale price of the unit is rolled into the next housing project.

With these funds, staff originally estimated that through construction and land acquisition costs, and by recovering at least 20% of the cost of construction, the City could revolve these funds from housing project to housing project, to have a total housing project(s) budget or new housing value of \$40 million. As the funding process has advanced, the City has been able to see much better results. Based on currently planned projects, it is projected that the City will provide as much as \$67.6 million in housing project budget or new housing value, by the time the funding is fully expended. With the use of the contemplated Housing Authority Rental Model, the City could stretch this affordable and attainable housing stock even further.

Attachments

Attachment A – Pricing Spreadsheet for Woodside Park Phase 1 & Phase 2
Attachment B – Park City Rental Model
Attachment C - Proposed Lottery/Waitlist Process
Attachment D – Results of City Employee Survey
Attachment E - Proposed Qualifications

Attachment A – Pricing Spreadsheet for Woodside Park Phase 1 & Phase 2

WOODSIDE PARK PHASE 1				
UNIT	BED RM	BATH	SALE PRICE	AMI
1333 Park Avenue	2	2	\$ 296,000.00	120%
1343 Park Avenue	3	2.5	\$ 576,000.00	120%
1353 Park Avenue	1	1	\$ 180,000.00	60%
1354A Woodside	3	3	\$ 381,000.00	80%
1354B Woodside	3	3	\$ 381,000.00	80%
1354C Woodside	3	3	\$ 381,000.00	80%
1354D Woodside	3	3	\$ 381,000.00	80%
AVERAGE AMI				89%

WOODSIDE PARK PHASE 2				
UNIT	BED RM	BATH	SALES PRICE	AMI
Woodside Townhomes				
Townhome 1	3	3	\$ 533,000.00	120%
Townhome 2	3	3	\$ 533,000.00	120%
Townhome 3	3	3	\$ 533,000.00	120%
Townhome 4	3	3	\$ 533,000.00	120%
Townhome 5	3	3	\$ 533,000.00	120%
Townhome 6	3	3	\$ 533,000.00	120%
Woodside Flats Level 2				
Unit 201	2	2	\$ 296,000.00	80%
Unit 202	2	2	\$ 296,000.00	80%
Unit 203	1	1	\$ 260,000.00	80%
Unit 204	1	1	\$ 260,000.00	80%
Unit 205	1	1	\$ 260,000.00	80%
Unit 206	1	1	\$ 260,000.00	80%
Unit 207	Studio	1	\$ 180,000.00	60%
Unit 208	1	1	\$ 260,000.00	80%
Unit 209	1	1	\$ 260,000.00	80%
Unit 210	1	1	\$ 260,000.00	80%
Unit 211	1	1	\$ 260,000.00	80%
Unit 212	1	1	\$ 260,000.00	80%
Unit 213	2	2	\$ 352,000.00	80%
Unit 214	1	1	\$ 260,000.00	80%
Woodside Flats Level 3				
Unit 301	2	2	\$ 296,000.00	80%

Unit 302	2	2	\$ 296,000.00	80%
Unit 303	1	1	\$ 260,000.00	80%
Unit 304	1	1	\$ 260,000.00	80%
Unit 305	1	1	\$ 294,000.00	90%
Unit 306	1	1	\$ 294,000.00	90%
Unit 307	Studio	1	\$ 180,000.00	60%
Unit 308	1	1	\$ 329,000.00	100%
Unit 309	1	1	\$ 329,000.00	100%
Unit 310	1	1	\$ 329,000.00	100%
Unit 311	Studio	1	\$ 180,000.00	60%
Unit 312	1	1	\$ 260,000.00	80%
Unit 313	1	1	\$ 260,000.00	80%
Unit 314	2	2	\$ 296,000.00	80%
Unit 315	1	1	\$ 294,000.00	90%
Unit 316	1	1	\$ 294,000.00	90%
Unit 317	1	1	\$ 294,000.00	90%
Woodside Flats Level 4				
Unit 401	2	2	\$ 296,000.00	80%
Unit 402	2	2	\$ 296,000.00	80%
Unit 403	1	1	\$ 294,000.00	90%
Unit 404	1	1	\$ 294,000.00	90%
Unit 405	1	1	\$ 294,000.00	90%
Unit 406	1	1	\$ 294,000.00	90%
Unit 407	Studio	1	\$ 180,000.00	60%
Unit 408	1	1	\$ 294,000.00	90%
Unit 409	1	1	\$ 294,000.00	90%
Unit 410	1	1	\$ 294,000.00	90%
Unit 411	1	1	\$ 329,000.00	100%
Unit 412	2	2	\$ 296,000.00	80%
Unit 413	1	1	\$ 329,000.00	100%
Unit 414	1	1	\$ 329,000.00	100%
Unit 415	1	1	\$ 329,000.00	100%

AVERAGE AMI 88%

Attachment B – Park City Rental Model

In order to keep these units in the affordable range, the projects would still require the City to subsidize the cost of land (or use existing city owned land) as well as provide, at minimum 20% construction cost subsidy per project, same as the for-sale projects. If City Council wanted to lower the rental unit costs per project, the City could further subsidize construction by more than 20%. Further subsidy beyond 20% would result in reduced funding for the next project (the same as with the for sale projects).

The benefit of a Park City Housing Authority rental Model would be to provide more affordable rental units and eliminate the cash flow issues caused by the long return-on-investment times created by a rental product. It would also reduce or eliminate the cash flow issue associated with for sale units, which require the sale of all units in a project in order to have the cash required to fund the next project. By using the Park City Housing Authority to issue longer term rent revenue anticipation bonds (20-30 years), the City would not risk its bond credit profile (the City only issues short term 15 year bonds) and the Housing Authority would continue to own the building asset and the underlying land in perpetuity.

Under such a scenario the City and Park City Housing Authority could pursue additional housing development opportunities which might include additional partnerships or for which the City/Housing Authority would act as developer. This funding path would allow for additional housing funding in the Arts & Culture District and could provide funding for other projects currently under evaluation. It must be noted that using the Park City Housing Authority rental Model potentially solves a cash flow issue, it does not provide additional revenue beyond what has been allocated from the LPA RDA to subsidies projects. The boundaries of the Park City Redevelopment Authority and the Park City Housing Authority are the City limit boundaries. Use of these funds outside the City limits is prohibited by state code.

The info graphic below attempts to show how this funding process could work:



Attachment C - Proposed Lottery/Waitlist Process

WORKING DRAFT – General Public

Lottery Process – Goals:

1. Utilize lessons learned;
2. Create a waitlist or order for unit assignments
3. Understand demand
4. Minimize work up front
5. Instead of preferences, base choices on qualifications and fit (individual conversations with applicants)

TIMING

38 days or 1.2 months to establish a ranking or waitlist and an additional 31 days or 1 month to complete sales contracts for WP, Phase I

1

Publicize: Describe intent to create a waitlist via a short-form application (pre-application) for Woodside Park, Phases I & 2 as well as Silver Star unit #25-10. All qualified –pre-applications will participate in the lottery to place applicants in an order for the ability to choose and purchase a unit.

Website, KPCW, Park Record, email list, Mountainlands, etc.

21 days – begin 1 week prior to the acceptance period

2

Pre-Applications: Accept applications for 14 days. Review qualifications and place in two income categories:

- a) Affordable which is defined as annual income of 80% of AMI and below that qualify for a sufficient mortgage;
- b) Attainable which is defined as annual income of 81 to 150% of AMI

See initial draft of the pre-application attached for review.

14 days for accepting applications followed by 5 business days for review

3

Lottery: Hold a lottery to establish an order for all qualified applicants resulting in two lists: one each for Affordable and Attainable categories. ??Public event??

3 bus. days

4

Full Applications: Request full applications from wait list households that match unit sizes and pricing (include four or more alternates), i.e. in the case of Woodside Park, Phase I (7) and Silver Star (1) request 10 to 12 applications for a total of 8 units to be sold. Allow applicants 14 days to respond. Staff conducts a full review and verification of information.

21 days to account for response time followed by review of full application and verification of qualifying information

5

Unit Selection: Meet with qualified applicants separately and in order. Assist in unit selection based on size, mortgage capability and income.

5 days

6

Sales Contract: Involve Heinrich Deters in drafting and executing sales contracts for Woodside Park, Phase I units as well as the Silver Star unit.

5 days

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Woodside Park, Phase 2: Request full applications from sufficient applicants (75?) to assign all of the Phase 2 units – allow 14 days for responses, 14 days for review and verification of qualifying information and 14 days to conduct unit selection with qualified applicants separately and in order.

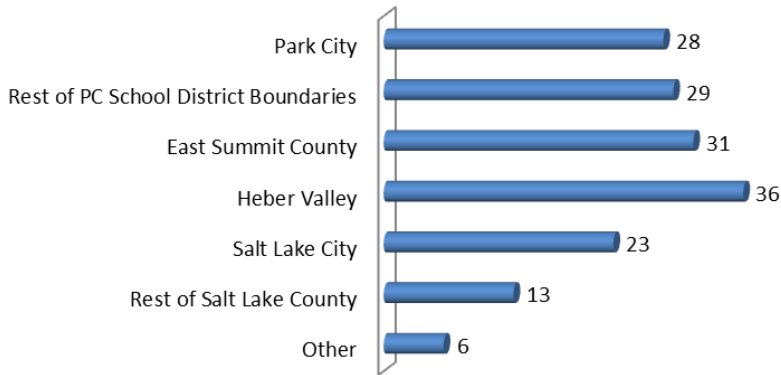
42 days or
1.4 months

Post Lottery:

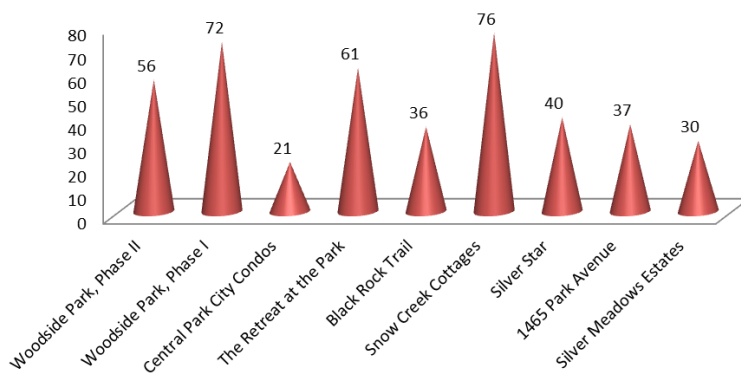
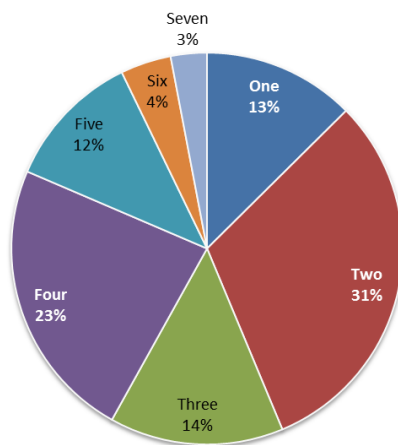
1. Following the completion of the above lottery, all new inquiries will be asked to submit a pre-application which will be date/time stamped and reviewed within days of submission. Qualified applicants will be placed on the wait list in the order in which they are received.
2. An annual update or clean-up will be conducted by sending an email to the entire remaining list requesting a response to remain on the list (likely up to three times). Those who don't respond will be removed from the waitlist.
3. For re-sales that happen unscheduled, if the seller hasn't identified a qualified buyer to sell it to, the waitlist will be utilized to find a qualified buyer.

Attachment D - Results of City Employee Survey

Where Respondents Live



in Household



Attachment E – Proposed Qualifications

- 1) A person who does not own any other real property
- 2) A household with an income that is 80% or less of the area median income for affordable units or 81 to 150% of the AMI for attainable units.
- 3) The combined net worth of the persons eighteen years of age and older in the household does not exceed an amount equal to four (4) times the area median income of the size of the household
- 4) A household which has a minimum of one adult who meets one of the following criteria:
 - a. A full-time (aggregate of 30 hours of employment per week) employee of an entity or entities located within the Park City School District boundaries* for a minimum of the past two years
 - b. An owner of a business or entity with a primary place of business within the Park City School District boundaries* for a minimum of the past two years**
 - c. A retired person who was a full-time employee of an entity located within the Park City School District boundaries* for at least two continuous years immediately preceding his or her retirement
 - d. A person who is unable to work or does not have a work history required under subsections (a) through (c) due to a qualifying disability as defined by the Americans with Disabilities Act (ADA).
- 5) Qualified applicants must be able to qualify for sufficient mortgage without a co-signer.

*Although anyone who works within the Park City School District boundaries qualifies, those who work within Park City Municipal limits will be given preference.

**Owners of business or applicants that are self-employed may be required to provide additional financial information

Council Agenda Item Report

Meeting Date: March 14, 2019

Submitted by: Ken Fisher

Submitting Department: Recreation

Item Type: Work Session

Agenda Section:

Subject:

5:15 p.m. - Discuss Summer Day Camp Registration

Suggested Action:

Attachments:

[Summer Day Camp Staff Report](#)

[Exhibit A: Summer Day Camp Staff Communications Report - February 28, 2019](#)



City Council Staff Report

Subject: Summer Day Camp
Author: Jessica Moran, Recreation Supervisor
Department: Recreation
Date: March 14, 2019
Type of Item: Administrative

Recommendation

Recreation staff recommends that the current registration process for Summer Day Camp remain unchanged.

Background

A brief history of Park City Recreation: In the 1980's & early 90's Park City Recreation was the only provider of recreation programs in the area. As the Snyderville Basin began to develop in the late 80's & 90's the residents in the Basin depended on the City to provide recreation services. The City implemented a fee differential for non-residents to participate in all programs & to use facilities. The City & County wanted all the kids to be able to play together on equal ground. This led to the Western Summit County Youth Sports Program which was founded in 1985. This enabled county & city residents to participate in programs for the same fee & registration priority.

As the population of the Basin continued to grow the Snyderville Basin Recreation District (SBSRD) was formed in 1995 so the residents didn't have to rely on the City for recreation services. In 2000, SBSRD took over the administration of youth sports from the City as 70% of the kids now lived in the Basin.

As SBSRD built parks, facilities and developed programs for all resident of Western Summit County & Park City the City decided to remove recreation fee differentials in 2003 allowing all residents of the Park City School District to use facilities & programs by paying the same fee and not having registration based on where you live.

Park City Recreation & SBSRD (Basin Recreation) have worked to make the delivery of recreation services as seamless as possible for all residents. A Park City resident can use Basin Recreation facilities & programs without worrying about residency requirements just as a Basin resident can use a City facility & program. The staff of each agency meets several times a year to share information & coordinate programs.

Recreation has always been an avenue to build community both in Park City as well as for the greater Park City area. Youth programs, whether summer day camp or a soccer league are one of the few ways that relationships are built outside of neighborhood or geographic boundaries. Our schools are neighborhood based while recreation is not. Recreation provides an opportunity for a child or parent in the city limits to make friends with someone that lives in a Basin neighborhood & vice versa.

Analysis

A Staff Communication Report on Summer Day Camp was submitted to Council on February 28, 2019. The report can be found in Appendix A. As a reminder, in 2018 45% of full summer campers live within City limits. Four campers were waitlisted for full

summer that live in 84060, out of 16 total that were waitlisted. Of those four, two of them registered and attended camp for some weeks/days instead of the full summer. 45% City residents in Day Camp is a much higher percentage than any other program we run. As an example, residents make up only 28% of all skateboard camp registrations.

Additionally, parents have a myraid of other choices for full summer camp and specialty camps, many of which are priced competitively with PC Recreation's Camp, *in Park City or Snyderville Basin* including:

Full Summer Camps

1. Basin Rec Summer Camp
2. YMCA Camp Roger
3. YMCA Park City Summer Day Camp
4. Park City Coop Preschool Camp
5. Deer Valley Summer Adventure Camp
6. Utah Olympic Park
7. Park City Mountain Adventure Camps
8. Girl Scouts Camp Cloud Rim - Park City
9. Tri-Kids123 (Triathlon camp)
10. Creekside Kids Summer Camp
11. Holy Cross Ministries Summer Camp
12. Little Miner's Montessori Summer Camp

Specialty Camps

1. PC Rec Skateboard Camp
2. PC Rec Adventure Camp
3. PC Rec Dirt Jump Camp
4. PC Tennis Camp
5. PC Rec Soccer Camp
6. PC Rec Mt Classroom
7. PC Ice Arena Skate Camps
8. Basin Rec Mt Biking Camp
9. Basin Rec Tennis

10. National Ability Center
11. Summit Land Conservancy
12. Park City Sailing Camp
13. Swaner EcoCenter Camps
14. Park City Mathematics Camps
15. Camp Invention at Weilenmann School
16. Young Riders
17. Egyptian YouTheatre Summer Camp
18. Little Bellas Mountain Bike Camp
19. Ballet West Park City Camp
20. Kimball Arts Center
21. Park City Coop Summer Camp
22. Summit Community Gardens Camp
23. Park City Soccer Club Camps
24. Park City Ski & Snowboard Camps
25. Park City Stand Up Paddleboard Camps
26. Destination Sports Summer Camp

- Plus many general & speciality camps in SLC, Kamas & Heber
<https://bestsummercamps.co/best-utah-summer-camps.html>

Council wanted to discuss an early registration period for City Residents or those that live outside the city limits but work within the city. There is nothing in the *Joint Use Agreement for Recreation* that prevents an entity from having an earlier registration period for its constituents.

Recreation Staff put out an additional survey on Tuesday, March 5 to past day camp participants to get a sense of where they live & work. A summary of the results is below:

- 58 surveys completed by noon on Thursday, March 7
- 39 had at least one guardian that lived and/or worked in the 84060 zip code. This represents 67.24% of the respondents.
- 33% had at least one guardian that was a resident in the 84060 zip code
- 100% of the respondents had at least one guardian that lived and or work in the 84098 or 84060 zip codes

Problem

If Council wants to implement an early registration period the following challenges will need to be addressed or considered:

- Registration would need to occur in person versus online. Currently registration opens at 6 a.m. on April 1st. Staff believes that the current registration process gives as equal an opportunity to register as possible. The PC MARC opens at 5:30 a.m. so if someone doesn't have online access they can come to the facility to register in person.
- In person registration would require those registering to come to a designated location at the designated time & day. There will be people that didn't know about the registration or who can't make the scheduled time that will be upset.
- Holding registration in person will still mean that the camp will sell out quickly. If you come to register, and the camp fills while you are waiting, you are likely not going to be satisfied with the process. Are we going to allow registrants to line up hours in advance? What happens if someone doesn't have the proper documentation. This is a slippery slope that will likely lead to customer dissatisfaction that is more prevalent than with our current registration process.
- Registration for all programs has taken place on April 1st for more than a decade. Changing this for one program will create confusion for patrons and likely cause customer service issues.
- Recreation is in the process of implementing a new registration software system and all summer programs that begin registration on April 1st are in this new system. We are not carrying over past accounts so all registrants need to create a household before they can register. Staff have been, and will continue to be, busy communicating this major change to our patrons. Any additional changes to this year's registration will further complicate the message and may impact the success of the new registration system.
- Recreation has worked to make the delivery of services seamless. Offering an early registration period based on where you live or work is counter to this.
- The current format of Summer Day Camp is to allow full summer, weekly & daily registrations. Currently full summer registration is capped at 50. The reason for the cap is that camp provides opportunities for those that may need a single day of camp to those that need several weeks but not the full summer.
- **In summary, below is the basis for staff's recommendation to maintain the current process for registration:**
 - 1. The very small number of children of Park City residents that did not get into full summer camp;**
 - 2. The problems that many parents will encounter with in-person registration; and**
 - 3. The significant number of alternatives, including affordable alternatives, of summer camps in the Park City area.**

Department Review:

This report has been reviewed by the Recreation, Legal & Executive Departments

Alternatives:

Implement early registration next summer for those that live and/or work in the City so the public can be properly informed of the requirements and changes. Recreation staff is concerned about getting the public properly informed of any changes to requirements for this summer.



City Council Staff Communications Report

Subject: Summer Day Camp Registration for City Residents
Author: Jessica Moran, Recreation Supervisor
Department: Recreation
Date: February 28, 2019

Park City Recreation's Summer Day Camp is a state licensed program through the Utah Department of Childcare Licensing. In accordance with state licensing requirements, the number of participants in the camp is based on building capacity. Currently the camp may have a maximum of 78 kids per day. The ages of the participants range from 5 to 12 years old and they live in Park City, Snyderville Basin and Summit County. A few summer visitors also utilize the camp for daily and weekly registrations. Currently, 28% of all summer camp enrollments reside in the 84060 area code.

Each summer there are both city and county residents that want their children to attend Summer Day Camp but are unable due to space limitations. When registration opens on April 1st each year, Summer Day Camp typically sells out within the first hour. Last year there was a brief discussion at City Council about implementing an early registration period for city residents that want to utilize the Summer Day Camp program, giving priority to Park City residents over others.

The existing early registration period for Summer Day Camp gives priority to **full summer campers** that were registered as full summer campers the year prior. Full summer campers are often kids of working parents who require full-time care, and allowing them to register early means these parents have peace of mind that there will be space for their child. In 2018, early registration was also extended to those in the Fee Reduction and Salomon Fund programs. Last summer, 33 full summer campers took advantage of early registration, including 12 fee reduction/Salomon Fund participants.

If an early registration period for City residents was implemented, it would create the following administrative challenges for the department:

- The online registration system requires patrons to set up an account to register, and verifies residency based on the address entered. It would be possible for people to use a fake address to access the early registration.
- In order to verify residency the department would need to have people come to a registration night & bring proof of residency, essentially taking away the convenience of registering online.
- Historically, we have limited full summer camper spots in order for others that just need certain weeks & days to have an opportunity to also attend the camp. Last year, 51 of the 78 total spots were taken by full summer campers. If the camp were filled with full summer campers there would be a revenue impact as the full summer camper pays a lower overall rate than weekly & daily campers.

- There is not a fee differential for participants if they live outside of Park City limits. Fee differentials are only permitted for those residing outside of the Park City School District per the Joint Use Agreement for Recreation. According to a survey done at the end of the 2018 camp, only 26% of respondents reported living in the 84060 zip code but 46% of respondents *worked* in the 84060 zip code.
- Currently we don't offer early registration for city residents in any of Park City Recreation programs. Basin Recreation also doesn't offer early registration to their constituents. There is nothing in the "Joint Use Agreement for Recreation" that would limit either entity from implementing an early registration period if desired. In an effort to maintain the overall positive relationship between Basin Recreation and the City, staff doesn't think offering early registration based on where you live to be a positive development for that relationship.
- In 2018, 45% of full summer registrants lived in the 84060 zip code. Of those waitlisted for full summer, only 4 of the 16 were 84060 residents.

Fees: 2019 Day Camp Rates are as follows:

Full Summer Camper: \$1950
 Weekly Camper: \$215
 Daily Camper: \$53

2019 Fee Reduction Program Fees
 Full Summer Camper: \$585
 Weekly Camper: \$65
 Daily Camper: \$16

Recommendation: For this summer recreation staff recommends that the registration process remains the same as last summer. Early registration will be only for those that are registered through the Salomon Fund and those that were full summer campers from the previous summer. Staff will continue to monitor registrations this summer and reevaluate the registration process & participants at the end of the summer. Staff believes that offering an early registration program is an unnecessary over correction that could change the positive relationship between the Recreation Department and Basin Recreation.

Should Council wish to discuss this item in more detail or if Council is not supportive of the current policy, Council can direct staff to return in a work session on March 14, prior to the April 1 registration opening.

Council Agenda Item Report

Meeting Date: March 14, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

5:45 p.m. - Break

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: March 14, 2019

Submitted by: Julia Collins

Submitting Department: Transportation Planning

Item Type: Staff Report

Agenda Section:

Subject:

Deer Valley Drive/SR-224 Pedestrian & Bicycle Improvement Project Update

Suggested Action:

Attachments:

[Deer Valley Drive Staff Report](#)

[Exhibit A: Preferred Alternative](#)

Subject: Deer Valley Drive/SR-224 Pedestrian & Bicycle Improvement Project Update
Author: Alfred Knotts, Transportation Planning Manager; Julia Collins, Senior Transportation Planner; Alexis Verson, Associate Transportation Planner; Logan Jones, Trails Coordinator; Corey Legge, Engineer
Departments: Transportation Planning, Engineering and Trails
Date: March 14, 2019
Type of Item: Staff Communications

Executive Summary

One of City Council's transportation goals involves providing multimodal transportation opportunities for residents and visitors. Increasing access to transit and fostering pedestrian and bicycle connections is one tactic for achieving this. The objective of the Deer Valley Drive/SR-248 project is to provide improved bicycle and pedestrian facilities for north/south travel. The project limits are along the 1.1 mile segment of Deer Valley Drive/SR-224, between Bonanza Drive and the Marsac roundabout. Park City Municipal (PCMC) staff has been working in partnership with Utah Department of Transportation (UDOT), who owns and operates the roadway, to agree on a preferred alternative that can be implemented in the short term. The preferred alternative includes a bike lane in the southbound uphill direction, a shared bike lane in the northbound downhill direction and a sidewalk on portion of the west side of the roadway (Exhibit A). To implement the project PCMC is working with a transportation consultant, Fehr & Peers, to move the proposed restriping from concept level design to a full engineering design. UDOT has provided preliminary approval as the project meets the appropriate level of design for UDOT's standards and permitting approval process. UDOT and PCMC are also pursuing solar powered driver feedback signs in both directions along the corridor. PCMC in partnership with UDOT will continue to implement pedestrian and bicycle facilities to improve bicycle and pedestrian access along this corridor.

Background

- On April 13, 2017 [Aerie Subdivision appealed City staff's NTMP decision](#) to deny a crosswalk at the intersection of Aerie Drive and Deer Valley Drive/SR-224. City Council directed staff to explore viable and safe pedestrian and bicycle connections from Aerie Subdivision to the Main Street Area.
- On November 1, 2017, a Professional Service Agreement was established with Fehr & Peers to conduct an analysis of feasible bicycle and pedestrian options.
- On February 15, 2018, City staff provided [a Deer Valley Drive Pedestrian and Bicycle Improvement project update](#) which included the potential alternatives and public outreach to date.
- On May 31, 2018, [City Council approved a preferred alternative](#) and directed staff to implement improvements for pedestrian and bicycle access on Deer Valley Drive.

Project Update

In fall of 2017, PCMC started coordinating with UDOT to evaluate potential alternatives to increase pedestrian and bicycle access along the 1.1 mile stretch of Deer Valley Drive/SR-224, between Bonanza Drive and the Marsac roundabout. UDOT currently owns and operates the entire SR-224/Deer Valley Drive corridor; therefore all improvements must abide by UDOT standards and approvals. This project will advance

near-term bicycle access improvements within the roadway prism, resulting in the proposed alternative found in Exhibit A. The preferred alternative includes a bicycle lane in the southbound uphill direction, separating the slower uphill movement of bicyclists from the faster automobile traffic traveling in the same direction. Through a topographical survey conducted fall of 2018 it was confirmed that a 6-6.5 bicycle lane (occasionally narrowing to 5 feet in only a few spots near the driveways) could fit within the existing curb to curb roadway prism. Additionally a shared bicycle lane will be incorporated in the northbound downhill direction as bicyclists are more likely to match the speeds of automobiles traveling northbound. The space for bicycle lanes is made possible due to narrowing the travel lane widths from 12 feet to 11 feet and the narrowing of the center median from 11 feet to 4 feet in appropriate locations. In some locations on the northbound downhill direction an occasional 0-5ft shoulder will be included (Exhibit A). PCMC is contracting with a transportation design consultant, Fehr & Peers, to finalize the engineering documents for the preferred alternative in UDOT owned right of way. This will provide the appropriate level of design to meet UDOT's standards and support the permitting approval process. Once approved through UDOT's process, Staff and UDOT will work to identify a striping improvement agreement, timeframe, and contractor, to complete the striping work.

Additionally, Park City and UDOT are working on an agreement to jointly fund two (2) solar powered driver feedback signs in both directions along the corridor. UDOT has agreed to manage the purchasing, installation and future maintenance of the driver feedback signs. Staff is developing an improved signage plan for SR-224 to alert drivers, bicyclists and pedestrians and provide wayfinding. The sign solutions will be consistent with UDOT's Manual on Uniform Traffic Control (MUTCD) design standards and implementable in the near-term. Lastly, Staff is exploring next steps for designing a sidewalk and/or a soft-surface trail on the East/West side of the roadway.

PCMC has worked closely to develop a process for retrofitting the roadway in a manner that follows UDOT procedures, while moving PCMC's transportation goals forward. Staff will continue to seek grant opportunities and funding to implement elements of the project, and will report back to Council on progress.

Community Engagement

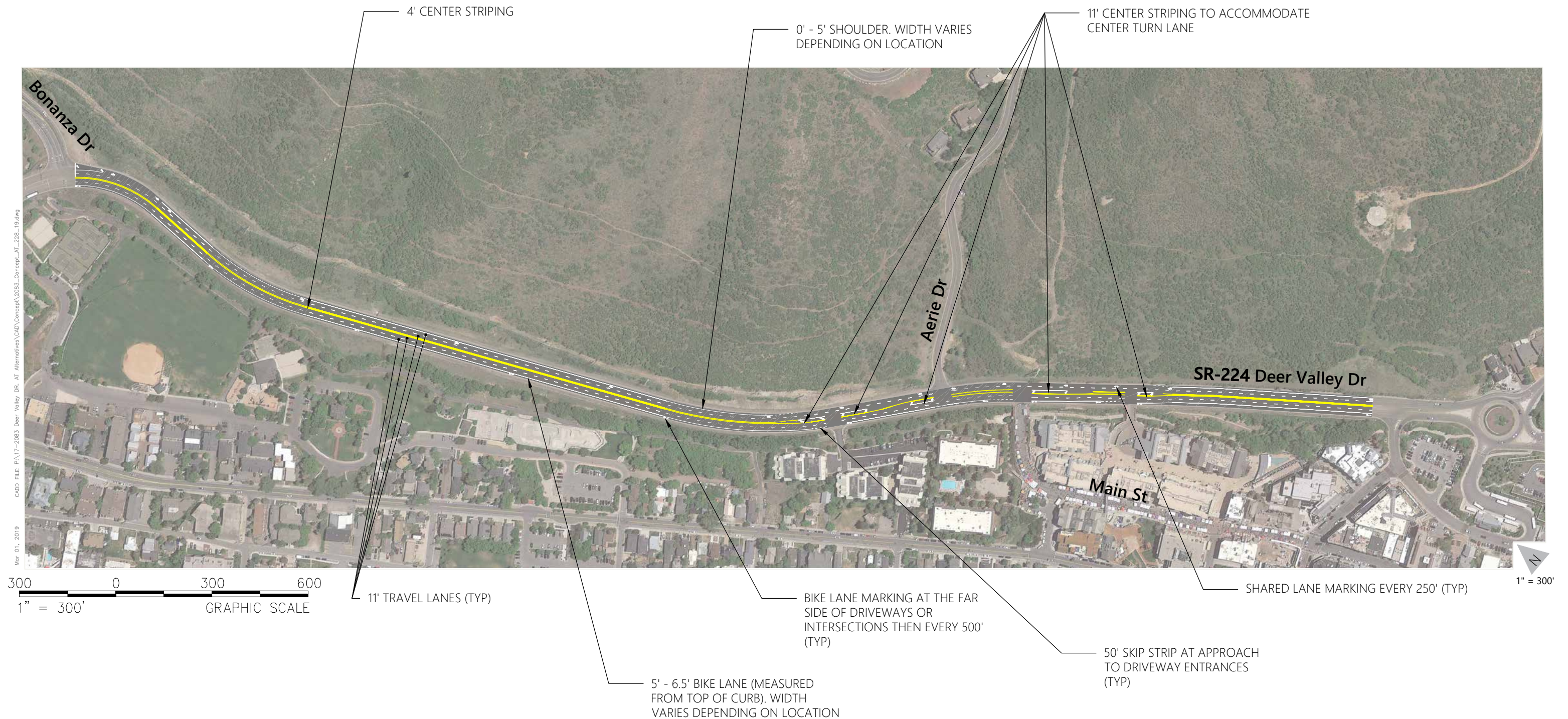
Staff will continue to conduct project outreach throughout the project. During the initial stages of refining the project alternatives, staff engaged members of the community for input through means of an EngageParkCity survey, Citywide Spring Open House, and direct communication with residents. Community members voiced strong support for PCMC and UDOT to improve pedestrian and bicycle facilities along the corridor. Once staff has an updated implementation plan and timeline, staff will continue to keep the public and stakeholders informed.

Funding Source

Funding for the restriping engineering design and the speed feedback signs will come from the Transportation Planning 2018/2019 Operations Budget. Future construction improvements will utilize the City 2019 Capital Improvement budget for Complete Streets.

Attachments

Exhibit A Preferred Alternative



CONCEPTUAL - NOT FOR CONSTRUCTION
DETAILED ENGINEERING DESIGN REQUIRED

Figure 1
SR-224 / Deer Valley Drive
Bike Lane and Shared Lane Markings Restriping Conceptual Plan

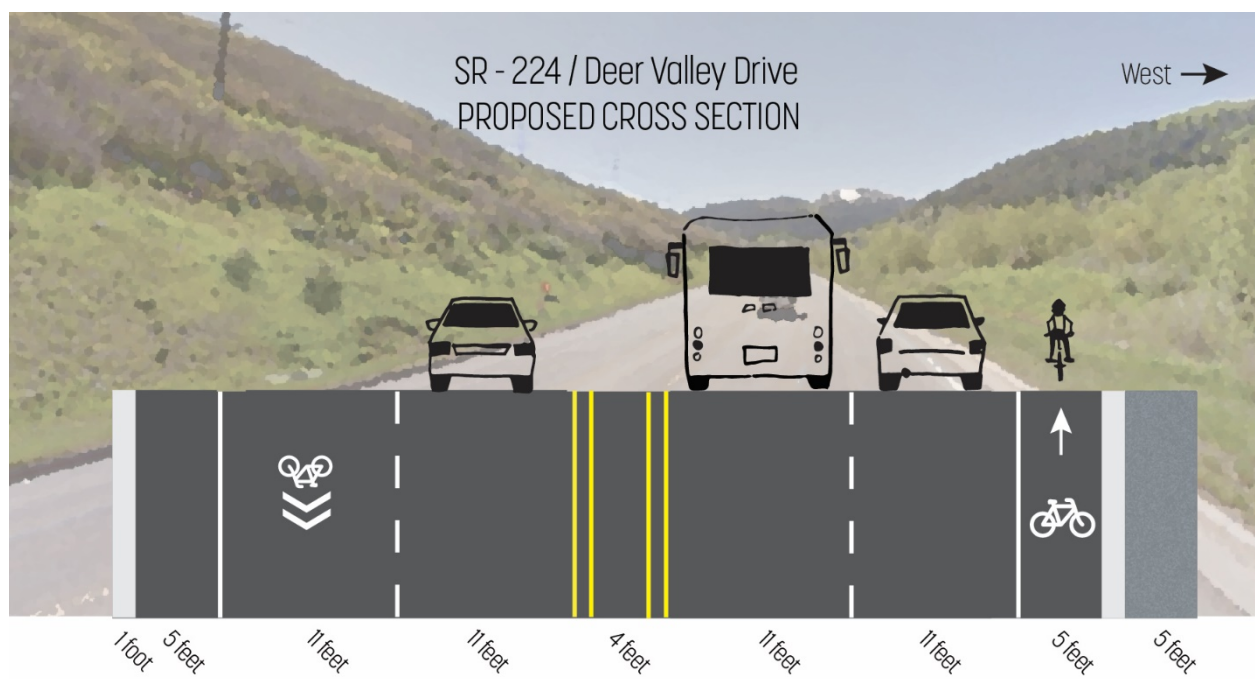
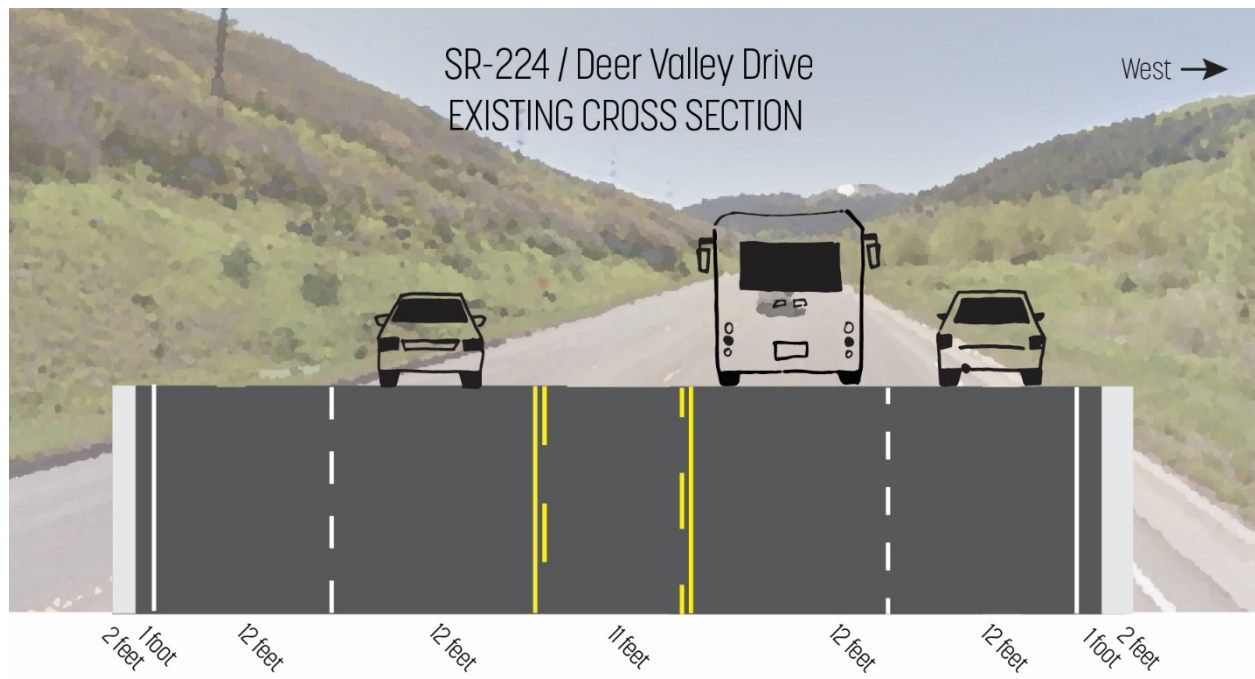
CADD FILE: P:\17-2083 Deer Valley DR. AT Alternatives\CAD\Concept\2083_Concept_AT_226_19.dwg
Feb 28, 2019

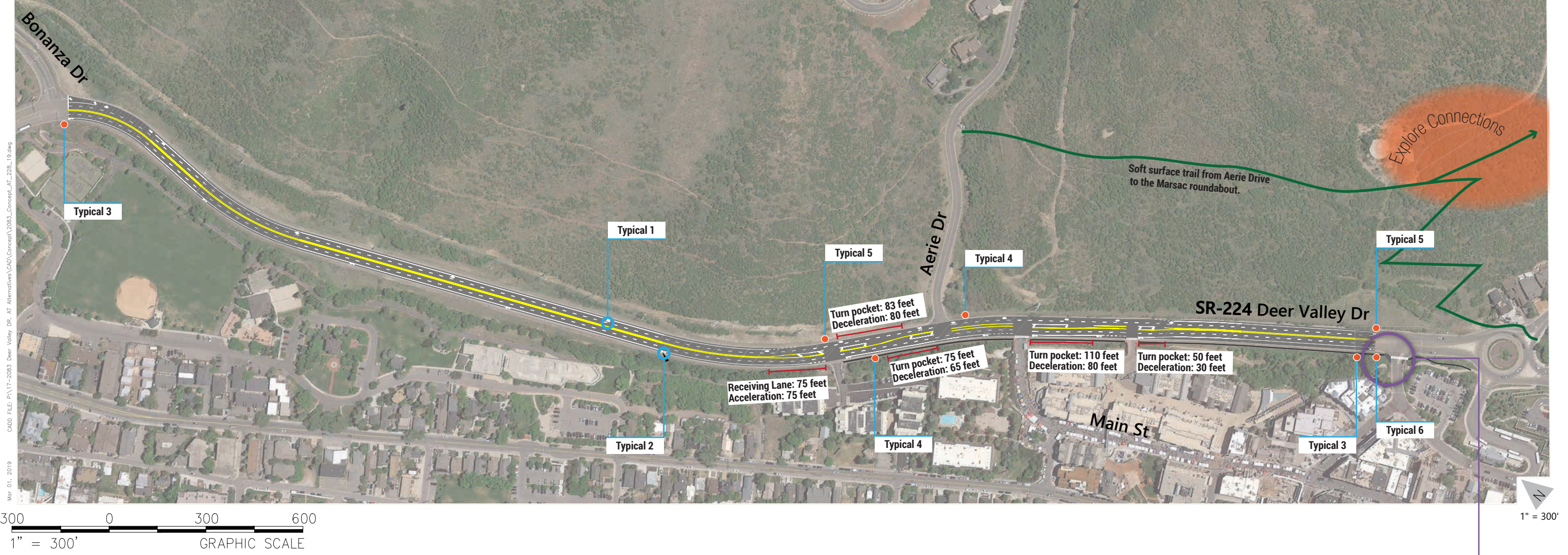


CONCEPTUAL - NOT FOR CONSTRUCTION
DETAILED ENGINEERING DESIGN REQUIRED

Figure 2
SR-224 / Deer Valley Drive
Bike Lane and Shared Lane Markings Restriping Conceptual Plan - Close-up

Figure 3





Merge cyclists onto the sidewalk in order to prevent them from having to enter roundabout

Legend

Typical 2
Indicates a typical treatment details found on Figure 5

Soft surface trail

Indicates a sign location details found on Figure 5

Indicates a design call-out

Indicates a turn pocket or an acceleration lane



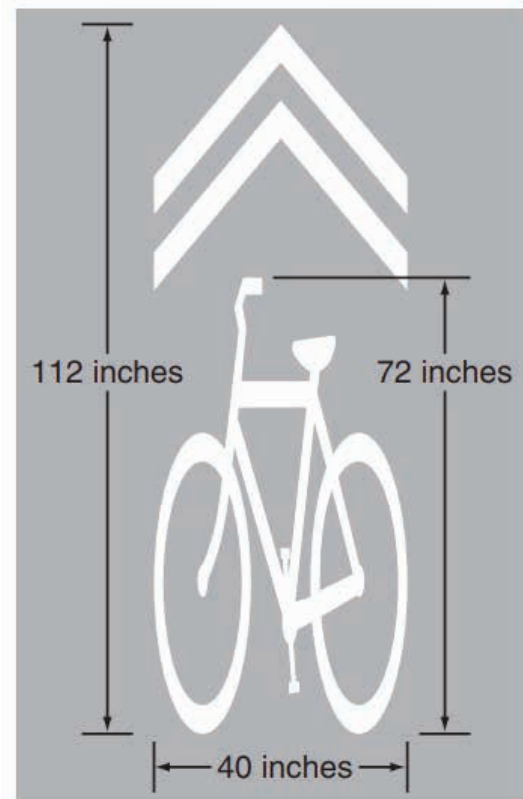
CONCEPTUAL - NOT FOR CONSTRUCTION
DETAILED ENGINEERING DESIGN REQUIRED

Figure 4
SR-224 / Deer Valley Drive
Bike Lane and Shared Lane Markings Restriping Conceptual Plan

Figure 5

Typicals

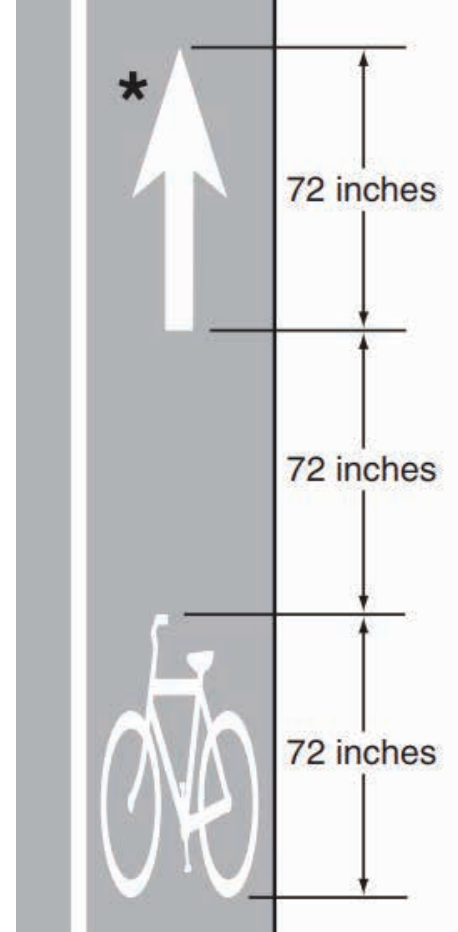
1. Shared Lane Markings



Should be placed in the north-bound travel lane that is closest to the curb immediately after an intersection, and spaced every 250 feet thereafter.

Should be placed at least 4 feet from the face of the curb.

2. Bicycle Lane Markings



Should be placed at the beginning of a bicycle lane in the southbound direction and at periodic intervals thereafter.

Recommend placing them at intersections.

3. Bicycle Lane Sign



R3-17

Should be placed at the beginning of the bicycle lane at the Bonanza Drive Intersection.



R3-17



R3-17bP

Should be placed at the Deer Valley Drive / Swede Alley intersection.

4. Vehicular Traffic Warning Signs - Pedestrians & Bicycles



W11-15

Southbound Direction: Should be placed roughly 150 feet to the north of the Deer Valley Drive / Aerie intersection.

Northbound Direction: Should either be mounted to the retaining wall 150 feet to the south of the Deer Valley Drive / Aerie Drive intersection. Or, should be placed in the as far south of the Deer Valley Drive / Aerie Drive intersection as possible before interfering with the retaining wall.

5. Bicycles May Use Full Lane Signs



R4-11

Should be placed at the southern end of Deer Valley Drive in on the east side of the road to indicate that cyclists may be present in the roadway.

Place additional sign north of the Aerie Drive / Deer Valley Drive intersection.

6. Vehicular Traffic Warning Signs - Bicycles



W11-1



W16-7P

Should be placed at the southern end of Deer Valley Drive in on the west side of the road to direct cyclists up onto the sidewalk. This should be accompanied by a curb cut.

Council Agenda Item Report

Meeting Date: March 14, 2019

Submitted by: Linda Jager

Submitting Department: Community & Public Affairs

Item Type: Staff Report

Agenda Section:

Subject:

Park City Municipal Website Redesign Project Status

Suggested Action:

Attachments:

[Website Redesign Update](#)



City Council Staff Communications Report

Subject: Park City Municipal Website Redesign Project Status
Authors: Shannon Dale, IT Specialist; Linda Jager, Community Engagement Manager; Emma Prysunka, Communications Specialist; Scott Robertson, IT Director
Department: Community Engagement & IT
Date: March 12, 2019
Type of Item: Informational

Summary

The Community Engagement and IT departments recently met with Granicus to review the results of the data analysis performed on the www.parkcity.org website. This involved reviewing data collected from qualitative and quantitative sources, and is represented using statistical analysis, visualization (heat maps) and user testing. This approach identified functional use and performance standards, and assists in identifying areas needing improvement.

Community survey responses were low and not statistically significant, but responses were consistent with similar data from Google analytics indicating event information, contacts, council meetings and water billing being the most frequently visited pages on the website.

Through this process, Granicus identified wire-frame design elements to help maximize our user experience while meeting our redesign goals such as improved search capabilities. Areas noted for improvement include webpage layout, focus on context, progress narrative opportunities, and navigation to name a few.

As Granicus begins work on design elements, our internal working team continues to capture feedback and engage department web-liaisons to begin organizing and eliminating dated content. In addition, the team will be reviewing operating rules for improved website management.

On the following pages, please find examples of a proposed wireframe design. Staff will return to Council to present final draft of wireframe for review and feedback.

Department Review

Community Engagement, Executive, IT and Legal.



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[Contact Us](#)
[En Español](#)


State of the City

Join Mayor Andy and City Council on Tuesday, February 12, from 6:00-8:00 p.m.

[Learn more](#)



Most Requested


[Pay Online](#)


[Bus Routes](#)


[Police](#)


[Perris Farm](#)




City Calendar

March 2018						
25	26	27	28	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

News

FEB 13	City Council Meeting 6:30pm - 10:45pm
FEB 14	Planning Commission Meeting 6:30pm
FEB 16	Full Moon Snowshoe at the McPolin Farm 6:30pm - Feb. 16, 5:30pm

[Full Calendar](#)

NEWS & STORIES

2018 Photo Contest Winners

Drop Off Leaves and Brush this Fall

Residents can drop off fall leaves, brush and yard waste at the Public Works Facility at 123 Main St. at the following date and times.

2018 Election Information

MORE NEWS

MEET YOUR CITY COUNCIL

Andy Beerman
Mayor

✉ i

Becca Gerber
Council Member

✉ i

Steve Joyce
Council Member

✉ i

Tim Henney
Council Member

✉ i

Lynn Ware Peek
Council Member

✉ i

Nann Worel
Council Member

✉ i

<

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Park City, UT 84060

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KEEP IN TOUCH

Website Design by GRANICUS - Connecting People and Government

33

Council Agenda Item Report

Meeting Date: March 14, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section:

Subject:

Consideration to Approve the City Council Meeting Minutes from February 14, 2019

Suggested Action:

Attachments:

[February 14, 2019 Minutes](#)



PARK CITY COUNCIL MEETING MINUTES
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

February 14, 2019

The Council of Park City, Summit County, Utah, met in open meeting on February 14, 2019, at 2:00 p.m. in the City Council Chambers.

Council Member Henney moved to close the meeting to discuss property and personnel at 2:00 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, Ware Peek, and Worel

CLOSED SESSION *

*Council Member Ware Peek was recused from the first property item on the Closed Agenda.

Council Member Gerber moved to adjourn from Closed Meeting at 5:52 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, Ware Peek, and Worel

WORK SESSION

2019 Legislative Update:

Matt Dias noted a bill tracking list was distributed to Council. He indicated staff was working with the County and Chamber of Commerce with regard to bills currently at the legislature. One bill back this year was the ban on the plastic bag ban. Other cities were contemplating banning plastic bags, and there were many lobbying against this bill.

Dias stated another bill that should come out today would lower the sales tax by taxing services and noted outreach was going on in the business community to inform them of the proposed legislation.

Council Member Joyce asked if there was going to be a redistribution of sales tax. Dias stated he was waiting to hear more about that, but currently the distribution was 50% of the revenue went to the point of sale and 50% of the revenue to population.

Discuss Potential Criteria for Accepting Property Donations to the City - Platted/Residential Lots:

Heinrich Deters, Trails and Open Space Manager, was present to facilitate the discussion with Council on land donations to the City. It was indicated that each transaction was so different that it would be difficult to have a broad policy. Council Member Joyce stated the last donation was a done deal before Council even heard about it, so Council's decision-making ability had been taken away. He preferred not to accept parcels unless there was a value to the community that would be gained.

Council Member Gerber asked if there was something else that would be meaningful or in memory of family, such as affordable housing, buying a deed restriction, etc., that could be offered to interested individuals. Council Member Joyce suggested having a 20 year easement on some of the donated parcels instead of a perpetual easement. Mayor Beerman asked what the cost was in association with the parcel donated in December. It was noted there would be a cost for weed abatement, but weed abatement was already being performed in that area so the cost would be minimal. Mayor Beerman thought accepting the donation in December would probably prevent a second home and the use a lot of energy.

Council Member Henney noted other benefits to having that open space, such as no construction noise and additional green space. He thought there would be cases in the future where a donation to the City would not be optimal. Council Member Worel agreed but thought if development rights were extinguished, it was a win for the community.

Deters suggested the donation requests go through the COSAC Council liaisons before being presented to Council. Discussion ensued on Council preferences for land donations. Mayor Beerman thought the first thing to consider when presented with a potential donation should be the HOA fees or other costs associated with the parcel. Deters stated another option would be to have land donations go to a land trust. Council Member Gerber asked that Council members receive a notification on each donation request before the final approval went before Council.

Mayor Beerman summarized the direction to follow the guidelines, that Council or at least COSAC Council liaisons hear about the proposed donation prior to Council final approval, have a cost analysis of HOA fees or other significant property or staff fees, and that Council would look at each donation request and evaluate it based on its merits.

Council Questions and Comments:

Members of the Council reviewed the events and meetings they attended since the last Council meeting.

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Lynn Ware Peek Council Member Nann Worel Diane Foster, City Manager Matt Dias, Assistant City Manager Mark Harrington, City Attorney Michelle Kellogg, City Recorder	Present
None	Excused

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Reports:

1. Sundance 2019 Event Debrief Preview: Overview and Timeline
2. Special Event Department 2019 Preview

III) PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

IV) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from January 15, 22, and 29 2019:

Council Member Gerber requested the closed captions attachment be removed from the minutes for the January 29th meeting. Kellogg agreed but noted the disclosure in the captions which explained the reason for errors and gaps in the document.

Council Member Joyce referred to the January 29th minutes, Page 5 Line 35, and asked that the south line be corrected to read the south side.

Council Member Gerber moved to approve the City Council Meeting minutes from January 15, 22, and 29, 2019 as amended and without the captions for January 29th. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, Ware Peek, and Worel

ABSTAIN: Council Member Ware Peek for January 29, 2019

V) NEW BUSINESS

1. Public Hearing to Receive Comment with Respect to the Proposed Issuance of the City's Approximately \$32,000,000 Sales Tax Revenue Bonds, Series 2019:

Nate Rockwood stated this was the last public hearing required for the Sales Tax Revenue Bonds. He explained the process of selling the bonds on the market.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

2. Consideration to Approve Ordinance No. 2019-10, an Ordinance Approving the King's Crown Workforce Housing Condominiums, Located at 1293 Lowell Avenue, Park City, Utah:

Francisco Astorga, Senior Planner, presented the proposed amended plat for affordable housing units.

Council Member Worel asked if the City would receive annual monitoring reports since this affordable development was from a private developer. Harrington stated the developer would give an annual update.

Council Member Gerber asked if the City got the first right of refusal. Harrington stated yes, but that question would be discussed further when the subdivision was brought back to Council.

Council Member Joyce disclosed he worked on this project when he served on the Planning Commission. He also reminded Council that the developer gave the City twice the required number of affordable units in their development.

Council Member Ware Peek thought the name of the plat "workforce housing" implied it was only for the development's workforce. Astorga stated they could have named the

1 plat anything and that was the name chosen. He indicated the City and County had
2 some say in the name of the plat. There was some discussion on the terminology.

3
4 Council Member Henney stated in Exhibit B, in the letter from the applicant to him, the
5 second page identified unit A203 as being 150% of AMI and noted that in reality it would
6 be in the 80% range.

7
8 Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman
9 closed the public hearing.

10
11 Council Member Gerber moved to approve Ordinance No. 2019-10, an ordinance
12 approving the King's Crown Workforce Housing Condominiums, located at 1293 Lowell
13 Avenue, Park City, Utah. Council Member Worel seconded the motion.

14 **RESULT: APPROVED**

15 **AYES:** Council Members Gerber, Henney, Joyce, Ware Peek, and Worel

16
17 **3. Consideration to Authorize the City Manager to Execute a Waiver of**
18 **Construction and Development Impact Fees for the Park City Golf Course**
19 **Maintenance Facility in an Amount Not to Exceed \$182,135.71:**

20 Nick Graue stated the building permit had been obtained and construction had begun.
21 He requested a fee waiver for the impact fees since this was a City-owned facility.

22
23 Council Member Worel asked what LOD Trust Agency stood for. Michelle Downard
24 stated the Limit of Disturbance (LOD) was a bond and it covered the area that would be
25 disturbed. If for any reason the project wasn't completed the money would be used to
26 reseed and restore the area to its original form.

27
28 Council Member Joyce stated waiving the fees changed the actual cost of the building,
29 and he didn't understand why it was written off. He thought it was bad policy. Foster
30 stated staff was tracking the true full cost even though the fee was waived. Waiving the
31 fee saved the City time and money, but she understood Council Member Joyce's point
32 of keeping the accounting. Council Member Joyce stated there was so much work
33 involved in the Building, Planning, and Engineering Departments, but noted the money
34 would eventually be added back in at a later date. Mayor Beerman suggested that
35 Council Member Joyce discuss this with Anne Laurent and Budget Department and
36 noted those departments didn't receive their budget based on the fees they collected.
37 Council Member Joyce stated he heard reasoning on how it was figured, but not why it
38 was figured. Foster stated the "why" of fee waivers would be added during the budget
39 discussions.

1 Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman
2 closed the public hearing.

3
4 Council Member Henney moved to authorize the City Manager to execute a Waiver of
5 Construction and Development Impact Fees for the Park City Golf Course Maintenance
6 Facility in an amount not to exceed \$182,135.71. Council Member Worel seconded the
7 motion.

8 **RESULT: APPROVED**

9 **AYES:** Council Members Gerber, Henney, Joyce, Ware Peek, and Worel

10
11 **VI) ADJOURNMENT**

12
13 With no further business, the meeting was adjourned.

14
15
16 _____
Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: March 14, 2019

Submitted by: Tate Shaw

Submitting Department: Recreation

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Enter into a Five Year Sponsorship Agreement with the United States Ski and Snowboard Association (USSA), in a Form Approved by the City Attorney

Suggested Action:

Attachments:

[USSA Agreement 2019 Staff Report](#)



City Council Work Session

Subject: USSA Sponsorship Agreement
Author: Tate Shaw, Assistant Recreation Manager
Department: Recreation
Date: March 14, 2019
Type of Item: Administrative

Recommendation

Authorize the City Manager to enter into a five year sponsorship agreement (attachment A) with the United States Ski and Snowboard Association (USSA), in a form approved by the City Attorney.

Opportunity

Recreation Staff are looking to enter into a five year renewal of the current Sponsorship Agreement with USSA. The department has had a sponsorship agreement with USSA since 1997. As part of the Agreement USSA athletes, coaches & staff may use the Park City Municipal Athletic and Recreation Center (PC MARC) at no charge and in return the PC MARC will be licensed to market the facility as an "Official Training Center of the U.S. Ski & Snowboard Team" using the official logos for USSA. In addition USSA will work with recreation staff to create opportunities for joint social functions with U.S. Ski & Snowboard Team athletes, coaches and the public. The continuation of a long standing agreement between two well established entities continues to provide a quality benefit to many locals and athletes.

Background

Despite building The Center of Excellence, USSA still has a need for staff and athletes to use some of the facilities and classes that the PC MARC offers. The 2017-2019 agreement will be expiring and the interest between both parties is to renew the contract until 2024.

- Park City Municipal first entered into a sponsorship agreement with USSA in 1997. The agreement was previously renewed in 1999, 2003, 2011, 2015 and 2017
- The original agreement enabled the former Racquet Club to enter the weight and cardio market as USSA donated a large amount of fitness equipment to the facility. The equipment was and is currently used by both the public and USSA.
- Since the original agreement in 1997 most of the equipment has been replaced by the City. Again in 2012 additional equipment was donated by USSA to the newly opened PC MARC.
- The PC MARC will be licensed to market the facility as the "Official Training Center of the U.S. Ski & Snowboard Team" using the official logos for USSA. USSA will work with recreation staff to create opportunities for joint social functions with USSA elite athletes, coaches and the public.
- USSA elite athletes, coaches and staff will be given free membership to the recreation center in order to use facilities other than tennis free of charge.

- If a USSA pass holder wishes to participate in a fitness class that is filled they will have the option of either paying the drop-in fee for the class or giving up their spot to a paying customer.
- Allow USSA elite athletes, coaches and staff access to fitness areas for dry land training.
- Provides valuable interactions with local community members and elite athletes.
- Historically this agreement has not had a negative impact on the facility despite nearly 150 passes currently issued.

Funding Source

Funding will be covered under the Recreation operating budget.

Attachments

A USSA PC MARC 2019 Agreement

**2019 SPONSORSHIP AGREEMENT
UNITED STATES SKI AND SNOWBOARD ASSOCIATION (USSA)**

This Agreement is made and entered into this _____ day of _____, 2019 (“the effective date”) by and between UNITED STATES SKI AND SNOWBOARD ASSOCIATION (“USSA”), whose principal offices are located at One Victory Lane, Park City UT, and PARK CITY MUNICIPAL CORPORATION (“PCMC”), a municipal corporation and political subdivision of the State of Utah.

Recitals

A. USSA is the National Governing Body for the sports of skiing and snowboarding in the United State of America. USSA is recognized by the United States Olympic Committee (“USOC”) and International Ski Federation (“FIS”) as the sole sanctioning and governing body for Olympic-eligible and FIS-eligible skiing and snowboarding in the United States.

B. PCMC owns and operates a public athletic club located at 1200 Little Kate Road in Park City, Utah (“Recreation Center”).

C. USSA and PCMC desire to create a high caliber ski and snowboard athletic training facility (hereinafter “the Recreation Center”) to be located within the Recreation Center premises for the use, enjoyment and benefit of the general public, USSA, its affiliates, employees, coaches and athletes.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Term and Termination.**

1.1 The term of Agreement shall be a period of five (5) years from the effective date hereof.

2. **Obligations of USSA.**

2.1 USSA shall cooperate with the Recreation Center staff to create opportunities for joint social functions with USSA athletes, staff and the public, including youth opportunities when USSA elite athlete members are in the Park City area and are available for such functions. USSA shall not be obligated to require the attendance of any USSA elite coaches or athletes, but shall use its commercially reasonable efforts to encourage their attendance at and participation in such functions.

2.2 USSA shall provide to the Recreation Center staff on an annual basis a list identifying all current athletes, coaches and staff eligible for free memberships. USSA shall provide Recreation Center staff with an annual update of the list as

changes in team membership and employment occur. USSA will provide them with a USSA ID that must be shown to the front desk in order to use the facility at no charge. If a class is full, USSA team members, coaches and staff will have the option of paying for the class or leaving so that the spot can be used by a paying customer.

- 2.3 USSA shall provide to the Recreation Center a license to use the name and marks of the U.S. Ski and Snowboard Team and allow the Recreation Center to market the phrase "Official Training Center of the U.S. Ski & Snowboard Team" or similar designation to be approved by USSA. In the event that USSA enters into a corporate partnership during the term of this agreement with a national commercial brand (i.e. 24 Hour Fitness, Bally's, Vasa or other) USSA will have the right to alter and/or terminate this agreement after providing sixty (60) days written notice to PCMC. USSA will use commercially reasonable efforts to alter the relationship to accommodate all parties.
- 2.4 USSA and any of its athletes, coaches, staff or other eligible participants or programs under this Agreement shall not interfere with any other patron of the Recreation Center, the access to other spaces within the building or obstruct parking for or the entrances to those other spaces in any way. PCMC shall have the right to require USSA to take reasonably necessary mitigation measures for any participant, program or activity that interferes with the normal day-to-day operations of the Recreation Center. If such measures are not complied with, PCMC may prohibit any such future programs or individual participants.
- 2.5 USSA agrees not to discriminate against anyone on the basis of race, color, national origin, age, gender or disability in its hiring practices, services or operation of its programs hereunder.

3. **Obligations of PCMC.**

- 3.1 The Recreation Center staff shall create fitness programs and offer such programs to the general public at rates to be determined by PCMC.
- 3.2 PCMC shall cooperate with USSA in the scheduling of dry land training opportunities for USSA coaches, staff, and athletes, and shall ensure that the Recreation Center is available for the effective use of USSA, coaches, staff, and athletes during such times, subject to availability, operational hours and scheduled classes. PCMC shall not levy any charges for use of the Recreation Center against USSA or any of its coaches, staff, or athletes in connection with such dry land training opportunities, unless otherwise agreed.
- 3.3 PCMC will provide free membership to each USSA elite athlete, staff, and coach which shall include access to the Recreation Center, pools, aerobics classes (a fee will be charged if such classes are full but the instructor is willing to accept more

participants), spinning, gymnasium, and locker rooms, subject to availability, operational hours and scheduled classes. Tennis courts and tennis-related programs are not included. PCMC may give priority to regular customers in classes or programs offered to a limited number of participants.

- 3.4 PCMC shall cooperate with USSA in providing access to the Recreation Center by guests of USSA.
- 3.5 In the event that the Recreation Center enters into a corporate partnership during the term of this agreement with a national commercial brand, PCMC will have the right to alter and/or terminate this agreement after providing sixty (60) days written notice to USSA. PCMC will use commercially reasonable efforts to alter the relationship to accommodate all parties.
- 3.6 PCMC shall not make any reference to the United States Olympic Committee or utilize any Olympic marks, symbols or terminology in any of its publicity, promotion, advertising and marketing materials for the Recreation Center, unless otherwise authorized to do so.

4. **Insurance and Indemnity.**

4.1 USSA shall indemnify and hold PCMC 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 of nature, brought against PCMC arising out of, in connection with, or incident to the use of the Recreation Center by any of its athletes, coaches, staff or other eligible participant or program under paragraphs 3.4, 3.5, and 3.6 above and/or USSA'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 PCMC, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of USSA; and provided further, that nothing herein shall require USSA to hold harmless or defend PCMC, its agents, employees and/or officers from any claims arising from an intentional tort or the sole negligence of PCMC, its agents, employees, and/or officers. 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. USSA shall, at its expense, carry a policy of general liability insurance, including professional liability, in an amount of at least Two Million Dollars (\$2,000,000) per incident or occurrence with at least a Four Million Dollar (\$4,000,000) aggregate. USSA shall also provide Workers Compensation insurance as per the State of Utah required limits. A certificate of insurance naming PCMC as Additional Insured and stating that PCMC shall receive thirty (30) days written notice of cancellation shall be provided to PCMC on or before the effective date of this Agreement, and maintained continuously during the term of the Agreement.

- 4.2 PCMC shall maintain appropriate property insurance. PCMC shall not be liable for any damage caused by the negligence of USSA or any eligible participant or program conducted pursuant this Agreement. If damage or destruction to the Recreation Center shall be so extensive as to require substantial rebuilding, the effect of which may require removal of USSA's operations from the premises, either PCMC or USSA may elect to terminate this Agreement by written notice to the other within thirty (30) days after occurrence of such damage or destruction.

5. **Miscellaneous Provisions**

- 5.1 No waiver or failure to act with respect to any breach of this Agreement shall be deemed a waiver with respect to any subsequent breach, regardless of its similarity to a previous breach.
- 5.2 Neither party may assign or transfer any part of this Agreement to any third party without the other party's prior written approval.
- 5.3 Without limiting the foregoing, for purposes of any obligation in connection with this Agreement, USSA shall not be deemed to be a partner or agent of PCMC or any third party.
- 5.4 This Agreement may be executed in counterparts, and photo static and facsimile copies of executed signature pages shall be fully binding.

CHANGES.

- 6.1 Either party may request changes to this Agreement and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon 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.

ENTIRE AGREEMENT.

- 7.1 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.

DATED this day of , 2019.

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
P. O. Box 1480
Park City, UT 84060

Diane Foster, City Manager

Attest:

City Recorder

Approved as to form:

City Attorney's Office

US SKI AND SNOWBOARD ASSOCIATION
One Victory Lane
P. O. Box 100
Park City, UT 84060

Business License Number

Tax ID Number

Tiger Shaw, President and Chief Executive Officer

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 2019, before me, the undersigned notary,
personally appeared Tiger Shaw, personally known to me/proved to me through identification
documents allowed by law, to be the person whose name is/are signed on the preceding or
attached document, and acknowledged that he signed it voluntarily for its stated purpose as
President and Chief Executive Officer for the U.S. Ski and Snowboard Association.

Notary Public

Council Agenda Item Report

Meeting Date: March 14, 2019

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve the Professional Service Contract in a Form Approved by the City Attorney's Office with Cascadia Partners, LLC. in the Amount Not to Exceed \$34,536.00 for Consulting Services for Analysis on Possible Changes to the Land Management Code as it Relates to Affordable Housing Projects

Suggested Action:

Attachments:

[Affordable Housing Consulting Services Staff Report](#)

[Exhibit A: RFP - Land Management Code Changes - Affordable Housing Consulting Services](#)

[Exhibit B: Professional Services Agreement - Cascadia Partners](#)



City Council Staff Report

Subject: Special Service Contract – Cascadia Partners, LLC for Consulting Services
Author: Jason Glidden
Department: Community Development
Date: March 14, 2019
Type of Item: Administrative – Award of Contract

Summary Recommendation

Review and approve the Professional Service Contract in a form approved by the City Attorney's Office with Cascadia Partners, LLC. in the amount not to exceed \$34,536.00 dollars for consulting services for analysis on possible changes to the Land Management Code (LMC) as it relates to affordable housing projects.

Executive Summary

On April 5, 2018, City Council gave staff direction to complete Land Management Code (LMC) amendments addressing Master Planned Affordable Housing Developments in LMC § 15-6-7 and associated Defined Terms in LMC § 15-15. On May 9, 2018 Planning Commission reviewed the proposed LMC Amendments and forwarded a unanimous positive recommendation to City Council with a request to add clarifying language in the Density Bonus section (refer to links to Planning Commission Meeting on May 9, 2018). The Planning Commission requested that Planning Staff consider the following as follow-up LMC Amendments at a later date: Height Exceptions, incentivizing Rental Units, and a percentage based Micro-Unit Parking Exemption.

Staff returned to Council on May 17, 2018 to present and seek approval on the proposed amendments. At that time, Council expressed concerns that the proposed amendments may not be enough to generate private/public partnerships and would only benefit City's projects. Staff was asked by Council to proceed with additional economic analysis to provide additional information and to develop models to show how the proposed amendments would help in furthering the development of affordable housing.

Staff is returning to Council to seek approval for the Professional Service agreement with Cascadia Partners. The scope of the contract consisted of code & policy review, market analysis, create prototypes, defining possible tools, strategies and incentives, confirm assumptions, and develop modeling and analysis to test tools, strategies, and incentives. Further details on the scope of service can be found in the draft contract (Exhibit A).

Background

April 5, 2018 - [Staff Report](#) , [Minutes](#)

May 9, 2018 - [Planning Report \(pg. 52\)](#), [Summary](#), [Minutes](#)

May 17, 2018 - [Staff Report](#), [Minutes](#)

Analysis

Staff completed a competitive bidding process for consulting services for Land Management Code amendments. The RFP was published and advertised starting on December 21, 2018. Bids were due by January 11, 2019 at 4pm. The City received a total of four bids. Below is a list of the firms that submitted proposals along with the proposed fees for the services requested.

Economic & Planning Systems (EPS)	\$24,740.00
Street Level Advisors	\$36,050.00
Zion Public Finance	\$31,000.00
Cascadia	\$34,536.00

Selection Process

A selection committee made up of City staff from Community Development and Planning Department read through the proposals and scored each proposal based on the following criteria;

- Team make up and organization (10)
- Experience and references (30)
- Project approach (35)
- Additional proposal requirements (5)
- Cost estimate and schedule (20)

The scores from each committee member were tallied and an average score was calculated for each proposal. The selection committee then discussed the results to determine if firms would need to be interviewed. One firm was asked to interview with the selection committee. The interview process was used to help determine if the firm understood the goals of the projects, and would work best with City staff. Cascadia Partners demonstrated an ability to meet all of these items. The fees differed due to the amount of hours assigned to complete the proposed scope of service. The selection committee felt that Cascadia best estimated the time needed along with assigned the correct team members to complete these tasks. Cascadia also included strong graphic abilities to model the impacts of the proposed code changes. The selection committee felt that the addition of the graphics would add clarity to what could be complex spreadsheet analysis.

Department Review

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

Funding Source

Funding for this contract will come from Community Development, and Planning Department budgets for consulting services.

Attachments

Exhibit A – Request for Proposal for Consulting Services: Land Management Code Changes – Affordable Housing

Exhibit B – Professional Service Contract – Cascadia Partners, LLC.

Park City Municipal Corporation

REQUEST FOR PROPOSALS (NON-BID) FOR

Consulting Services

Land Management Code Changes – Affordable Housing

NOTICE
REQUEST FOR PROPOSALS (NON-BID)
Consulting Services
Land Management Code Changes – Affordable Housing

PROPOSALS DUE: By 4:00 p.m. on Friday, January 11, 2019

PROJECT NAME: Land Management Code Changes – Affordable Housing

RFP AVAILABLE: December 21, 2018

PROJECT LOCATION: Park City, UT

PROJECT DESCRIPTION: Consulting Services to evaluate possible changes in the Park City Municipal Land Management Code as it relates to affordable housing.

PROJECT DEADLINE: April 30, 2019

OWNER: Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

CONTACT: *Jason Glidden – Housing Development Manager*
jglidden@parkcity.org
All questions shall be submitted to Jason Glidden via email by 4:00 p.m. on Friday, January 11, 2019.

Park City reserves the right to reject any or all proposals received for any reason. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

In the absence of the project manager, proposals should be dropped off to the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060.

I. Introduction

In February 2015 “Middle Income, Affordable and Attainable Housing” became one of the Community Critical Priorities for the City. The goal is to facilitate a range of quality, affordable housing opportunities that meet the life-cycle needs of Park City households at all economic levels. Since the early 1990s Council has been forward-thinking about the provision and preservation of affordable housing to help ensure that Park City remains a vibrant community.

In August of 2016, City Council set an ambitious goal of adding 800 new units to the existing inventory of 498 units by 2026 with an interim goal of 220 units by the year 2020.

Park City Municipal Corporation is seeking professional consulting services to evaluate possible changes to the Land Management Code (“LMC”) as it relates to affordable housing, including but not limited to LMC section 15-6-7. The goal of these changes is to encourage the development of additional affordable housing units either through private development or through public/private partnerships in an effort to help reach City Council’s housing goals. The current LMC has not incentivized meaningful project initiation. The selected firm will be asked to test the feasibility of these changes that include incentives or modifications to the Land Management Code to see if the stated purposes can be achieved. The City currently defines Affordable Housing as “Housing costs – rent plus basic utilities or mortgage, tax, insurance and/or Homeowners Association payments – that consume no more than 30 percent of a household’s income”. Based on local wages, Park City further defines affordable housing as those units affordable to households with incomes at or below 100 percent of Area Median Income (AMI).

II. Scope of Project

Task 1: Prototypes and Inputs

Based on input from City staff and local developers, define building prototypes, densities, and mix of uses to utilize in creation of a feasibility model. This process would identify the appropriate scale of project prototypes, including site area, number of units and/or floor area of non-residential space, parking spaces, and lot coverage, etc.

Obtain local data on current project construction cost and revenue factors. These interviews would seek to document specific development cost/revenue attributes by project type or scale, such as: land costs, hard and general soft construction costs, specific soft costs such as permitting, financing, insurance, etc., as well as supportable market-rate sales prices, rental rates, or non-residential lease rates, if applicable. It will also be important to understand where current project feasibility thresholds are for developers working in the City; this will inform the thresholds for understanding what degree of LMC changes might need to be made.

Task 2: Assumptions

Assess Utah state law, the Park City General Plan and local real estate project pro forma. Work with staff to identify the appropriate array of regulatory or incentive assumptions that should be targeted in the feasibility model for analysis, such as lot coverage, expedited permit review, allowable setbacks, maximum or bonus density, parking requirements or exemptions, tax or fee waivers or deferrals, direct subsidies, etc.

Task 3: Feasibility Model

Construct a feasibility model to assess the performance of the identified prototypes using the inputs and assumptions developed. The model will also identify the level of City participation or regulatory flexibility that needs to be offered in exchange for production of affordable housing. This would be achieved by benchmarking project level feasibility with and without regulatory changes or requirements to quantify both the value-added created through incentives and the costs or foregone revenues associated with affordable housing requirements.

Task 4: Modeling Results

Task 4.1: Review and Feedback from Developers

- 1) Confirmation of the assumptions and outputs of the feasibility model with local developers and City staff; and
- 2) Discuss the potentials for projects to realistically move forward under modeled regulatory/incentive changes. If requested, discuss the findings with other City staff and/or present and discuss these findings with Council in a work session.

Task 4.2: Report of Findings

In a concise memorandum with supporting financial analysis, summarize the research, data, analysis, and findings including recommended redlines to the applicable LMC sections. This report would provide a summary of the impact on feasibility that such changes to the LMC and affordability requirements would have on a project. It would also summarize the magnitude of incentives, investment, or City commitment that should be offered as compensation, and it would summarize the magnitude of any deficiencies in these incentives, etc.

TIMING:

The anticipated time table for this project is sixty (60) days from the execution of a professional service agreement.

III. Content of Proposal

Proposals will be evaluated on the criteria listed below. Proposals shall be limited to five (5) pages.

All proposals should include the following:

- *Team make up and roles each team member associated with the project will have*
- *Past projects completed by the team along with a list of references*
- *The team's approach to project*
- *Cost to complete scope of service*
- *Hourly cost of team members*
- *Proposed schedule*

Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA §63G-2-309, as amended. The award of contract is subject to approval by City Council.

Proposals will be evaluated based on the following criteria:

- Team make up and organization (10)
- Experience and references (30)
- Project approach (35)
- Additional proposal requirements (5)
- Cost estimate and schedule (20)

Price may not be the sole deciding factor.

IV. Selection Process

Proposals will be evaluated on the factors listed in Section III, Content of Proposal, above.

The selection process will proceed on the following schedule:

A. Proposals will be received by Park City by 4:00 p.m. on Friday, January 11, 2019, at the Planning Department Office, Attn: Jason Glidden, Housing Development Manager, 445 Marsac Avenue, Park City, UT 84060.

B. A selection committee comprised of City staff will review all submitted RFPs.

C. It is anticipated that City Council will vote on the contract award (if needed) on January 29, 2019.

V. Park City Municipal Standard Service Provider/Professional Services Agreement

A. The successful proposal will be required to enter into Park City's Service Provider/Professional Service Agreement, in its current form, with the City. A draft of the Agreement is attached as Exhibit "A" and incorporated herein.

B. ANY INQUIRIES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PARK CITY MUNICIPAL CORPORATION'S STANDARD AGREEMENT MUST BE SUBMITTED TO PARK CITY MUNICIPAL CORPORATION NO LATER THAN THE PROPOSAL/SUBMITTAL DEADLINE. PARK CITY MAY, IN ITS SOLE DISCRETION, CONSIDER SUCH INQUIRIES. ANY CHANGES TO PARK CITY'S STANDARD INSURANCE AND INDEMNIFICATION PROVISIONS SHALL BE APPROVED IN PARK CITY'S SOLE DISCRETION.

Any service provider who contracts with Park City is required to have a valid Park City business license.

If there is a conflict between the written and numerical amount of the proposal, the written amount shall supersede.

VI. Information to be submitted

To be considered, electronic copies of the proposal must be emailed to Jason Glidden at jglidden@parkcity.org received by 4:00 p.m. on Friday, January 11, 2019.

VII. Preparation of Proposals

A. Failure to Read. Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.

B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

VIII. Proposal Information

A. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

B. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.

C. Rejection of Proposals. Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

D. No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

E. Park City Municipal Corporation's policy is, subject to Federal, State and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

F. If bidder utilizes third parties for completing RFP requirements, list what portion of the RFP will be completed by third parties and the name, if known, of the third party.

EXHIBIT "A"

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and _____, a _____, ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

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

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 (\$_____).

The City has designated _____, or his/her designee as City's Representative, who shall have authority to act in the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the

term 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 her 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.

F. Service Provider acknowledges that the continuation of this Agreement after the end of the City’s fiscal year is specifically subject to the City Council’s approval of the annual budget.

4. RECORDS AND INSPECTIONS.

A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to 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.

B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records,

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider 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.

D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming and exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

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) individual(s) on other non-City related projects.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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 negligent 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 One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) 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.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

D. Workers Compensation insurance limits written as follows:

Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident;
Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.

E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with 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. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS AND WARRANTIES.

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

PARK CITY MUNICIPAL CORPORATION

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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-12-302.

E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. 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. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.

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. Any assignment made without the prior express consent of the City, as required by this part, shall be deemed null and void.

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-12-302.

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. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.

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

B. Nothing herein is intended to confer rights of any kind in any third party.

C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. 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.

16. 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.

17. 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. Notice is effective upon the date it was sent, except that a notice of termination pursuant to paragraph 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

18. 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 connection with that action or proceeding.

19. 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.

20. SEVERABILITY AND NON-WAIVER.

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.

C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. 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.

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

**PARK CITY MUNICIPAL
CORPORATION**, a Utah 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 _____, 2018, 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 _____, a _____ corporation (or limited liability company), by authority of its Bylaws/Resolution of the Board of Directors (if as to a corporation) or Member Resolution (if as to a limited liability company), and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a _____ corporation (or limited liability company).

 Notary Public

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT “B”**PAYMENT SCHEDULE FOR “EXTRA” WORK**

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and CASCADIA PARTNERS LLC, an Oregon limited liability company, ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties").

WITNESSETH:

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

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 **THIRTY FOUR THOUSAND FIVE HUNDRED THIRTY SIX DOLLARS (\$34,536.00)**.

The City has designated Jason Glidden, or his designee as City's Representative, who shall have authority to act on the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on June 30, 2019, 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 her 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.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City’s fiscal year is specifically subject to the City Council’s approval of the annual budget.

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to 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.
- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider 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.

- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming and exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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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 negligent 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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) 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 (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with 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. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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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 AND WARRANTIES.

- 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-12-302.
- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

information, sexual orientation, gender identity, or protected expressions. 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. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- 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. Any assignment made without the prior express consent of the City, as required by this part, shall be deemed null and void.
- 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-12-302.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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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. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. 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.

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- 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.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- 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.

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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. Notice is effective upon the date it was sent, except that a notice of termination pursuant to paragraph 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

18. 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 connection with that action or proceeding.

19. 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.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

20. SEVERABILITY AND NON-WAIVER.

- 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.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. 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.

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES 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, a
Utah 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

**CASCADIA PARTNERS LLC, an Oregon limited
liability company**
519 SW Park Avenue, Suite 215
Portland, OR 97205

Tax ID#: 82-1403771
PC Business License# B-016737

Signature

Printed name

Title

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 2019, 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 CASCADIA PARTNERS LLC, an Oregon limited liability company, by authority of its Member Resolution, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for CASCADIA PARTNERS LLC, a Utah limited liability company.

Notary Public

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “A”

SCOPE OF SERVICES

PARK CITY LAND MANAGEMENT CODE CHANGES - AFFORDABLE HOUSING

Task 1: Code and Policy Review

Cascadia Partners LLC (CP) will review the Master Planned Affordable Housing Developments (MPAHD) section of the LMC. In addition, CP will review the underlying zone standards for the test sites (up to 4 sites). CP will populate a Zoning Research Matrix with all relevant standards.

Task 2: Market Analysis

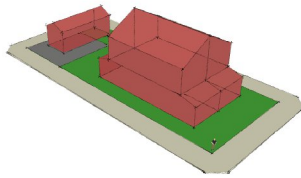
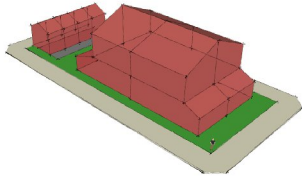
CP will conduct both a review of online market data and up to 6 phone interviews with local and regional builders and brokers to populate our Market Analysis Research Matrix. Key inputs include construction costs for different building types and achievable rents and sales prices for different product types. These assumptions will feed directly into the pro forma analysis in Tasks 3 and 6.

Assistance from City: CP will rely on City staff to recommend local builders, developers or brokers they think would be best to talk with.

Task 3: Calibrate Prototypes to Local Market

CP will create up to 10 building-level pro forma models and calibrate them to the local market. The “building library” will include both market rate/existing base zone building types as well as versions that reflect the changes allowed under the Master Planned Affordable Housing Developments section of the LMC. As CP tests changes to the incentives included in the MPAHD, CP will create a second version of these affordable types to compare the impact of the changes to the existing allowances.

Assistance from City: CP will rely on City staff to supply key tax and fee figures and calculation methods that are important for the pro forma analysis, such as permit fees, impact fees and property tax rates.

Zone: R-2			
Existing Zoning Building: 2-unit House		Recommended Standards Building: 4-unit House	
			
Zone Standard	Existing Zoning	Proposed Zoning	% Change
Lot Size (Sq Ft)	6,250	6,250	-
Stories Height Max	2 35 ft	2 35 ft	-
Building Size (Sq Ft)	3,431	5,144	+50%
FAR	0.63	0.94	+49%
Units	2	4	+100%
Avg. Unit Size (Sq Ft)	1,420	1,065	-25%
Density (DU/Acre)	14	28	+100%
Market Feasible Sales Price (\$)	\$374,000	\$250,000	-33%
Household Income Required to be “Affordable”	\$92,500	\$62,000	-33%
\$48,000 2015 Gunnison Co. Median Income			
			-33% More affordable housing is possible

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Task 4: Define Tools, Strategies and Incentives – Confirm Assumptions

CP will conduct a series of phone interviews with up to 6 seasoned economic development and RDA staff in SLC, Ogden and Provo to seek their advice on effective tools and how to navigate state law most effectively. CP will also meet via phone with Park City RDA staff and legal counsel to flag issues of concern. CP will prepare a summary memo of the most promising strategies, tools and tactics based on its experience.

Task 5: Site Analysis

CP, with assistance from City staff, will analyze each site to define a buildable area, considering constraints such as slopes, contamination, etc. The goal is to ensure we are accurately reflecting the truly buildable area of each site and not overestimating the development potential of constrained sites.

Assistance from City: CP will rely on City staff to supply physical constraints and cost estimates for any site-specific remediation costs, etc.

Task 6: Modeling and Analysis

CP will conduct an initial round of detailed financial modeling (pro forma) of the most promising strategies and tools from above. CP will conduct a sensitivity analysis and prepare a matrix that documents the relative impact of each tool or incentive to understand which have the greatest impact.

Task 7: Site Plan Illustrations

CP will create two plan-view site plan illustrations of the modeled development program under three conditions: base zone, current MPAHD standards and recommended MPAHD standards. Understanding the evolution of the site plan and the finances of these three outcomes will tell a very compelling story.



Task 8: Final Report and Presentations

CP will prepare a final report (PDF) and final presentation (Powerpoint) that highlights the key issues identified, details the results of the testing and modeling, and clearly articulates the recommended changes to the Land Management Code that will have the most success in incentivizing affordable housing. CP will present findings to the Planning Commission and/or City Council.

Any additional follow up analysis or presentations can be arranged on a time and materials cost basis.

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

EXHIBIT “B”

PAYMENT SCHEDULE FOR “EXTRA” WORK

CASCADIA PARTNERS HOURLY RATE CHART		
NAME	TITLE	HOURLY RATE
Alex Joyce	Project Manager	\$200.00
Garlynnne Woodsong	Planner	\$135.00
Neil Heller	Planner	\$83.00

Any extra work shall first be approved in advance in writing by the City.

Council Agenda Item Report

Meeting Date: March 14, 2019

Submitted by: Tate Shaw

Submitting Department: Recreation

Item Type: Staff Report

Agenda Section:

Subject:

Discuss Local Parks Preservation Master Plan and the Protection of Local Parks

(A) Public Input

Suggested Action:

The Recreation Advisory Board (RAB) is recommending additional protection of local park space through direction and next steps for potential implementation of the Local Parks Preservation Master Plan.

Attachments:

[Parks Preservation Staff Report](#)

City Council Work Session

Subject: RAB Parks Preservation
Author: Tate Shaw, Asst. Recreation Manager
Ken Fisher, Recreation Manager
Department: Recreation
Date: March 14, 2019
Type of Item: Administrative

Recommendation

The Recreation Advisory Board (RAB) is recommending additional protection of local park space through direction and next steps for potential implementation of the Local Parks Preservation Master Plan.

Opportunity

- This recommendation has historic precedence [1995 Entryway Corridor Master Plan](#) and follows [Goal #9](#) of the City's General Plan by *providing unparalleled parks and recreation opportunities for residents and visitors.*
- The purpose of the Local Parks Preservation Plan is to reinforce the current Land Management Code with additional measures and means to preserve these spaces.
- As deemed important and referenced in the City's [General Plan and Municipal Code](#), *local recreation and open spaces are crucial to the vitality, character and sense of community Park City provides.* Utilizing Park City's Municipal Code and zoning requirements first, any future changes in the 'recreation and open space' character, approved and/or conditional uses of noted parks and/or zoning changes would require a 'voter referendum' allowing the community voice to determine change.
- If Council determines the development and implementation of the Local Parks Preservation Master Plan is not warranted, the current ROS zoning requirements would be the primary protective measure. Zoning could be changed by a vote of a future Council and leave these parks spaces in jeopardy.

Background

In the [March 2017 RAB Visioning](#) with Council discussion was noted regarding RAB's involvement of the Library Field Conservation Easement. Council was supportive of researching alternative protective measures for City owned property especially for the park parcels. At that time further study was encouraged to see what measures could be used to protect and conserve park spaces based on community values.

RAB selected a Park Preservation Sub-Committee of three members; Jane Campbell, Eric Hoffman and Ed Parigian. The Sub-Committee researched protective measures nationwide through multiple mechanisms and proposed the [RAB Sub-Committee Recommendation](#) with the goal to re-group with City Council. This had unanimous support from RAB members.

In the June 2018 RAB Visioning with Council, the Park Preservation Sub-Committee recommended additional protections of local park space through the development of a Local Parks Preservation Master Plan and sought direction on next steps. RAB identified five park spaces and recommended a “super-zoning” idea by utilizing Park City’s municipal code and zoning requirements first with any future changes above and beyond to require a voter referendum as was instituted in the 1995 Entry Corridor Master Plan. Council was supportive of exploring this further and asked for the Sub-Committee to develop a draft of how this may look and implemented with one of the five spaces as a test.

Funding

- No additional funding would be needed to implement this.

Department Review

- Planning Department- Bruce Erickson
- Trails and Open Space- Heinrich Deters

Attachments

- A Local Parks Preservation Master Plan Draft
(Attached)
- B Parks Preservation Sub-Committee Recommendation
[RAB Sub-Committee Recommendation](#)



Local Parks Preservation Master Plan

ACKNOWLEDGEMENTS

Park City Municipal Corporation

Ken Fisher
Tate Shaw
Heinrich Deters
Bruce Erickson

Park City Council

Andy Beerman, Mayor
Becca Gerber
Tim Henney
Steve Joyce
Lynn Ware-Peek
Nann Worel

Park City Recreation Advisory Board

Jane Campbell
Eric Hoffman
Ed Parigian
Cabot Wooley
Sebe Zeisler
Meisha Lawson
Brett Isaacson

DRAFT

Resolution

Resolution Adopting the Local Parks Preservation Master Plan

RESOLUTION TO ADOPT THE LOCAL PARKS PRESERVATION MASTER PLAN WITH THE INTENT TO LIMIT ZONING CHANGES AND/OR THE SALE OF FOUR CITY PARKS AND THE PARK CITY MUNICIPAL GOLF COURSE WITHIN THE CITY LIMITS OF PARK CITY, UTAH

WHEREAS, City Park, Rotary Park, Prospector Park, Creekside Park and the Park City Golf Course are critical features of our community, providing open space, active and passive recreational opportunities, and expressing a statement about the character and vitality of Park City, Utah to visitors and residents alike; and

WHEREAS, because of the importance of park spaces to the community, the City Council authorized the Recreation Advisory Board and City staff to examine uses to determine and implement protective measures that are viable; and

WHEREAS, public hearings were conducted with the Recreation Advisory Board and the City Council to determine support; and

WHEREAS, the City Council approved a resolution stating: Utilizing Park City's Municipal Code and zoning requirements first, any future changes in the 'recreation and open space' character, approved and/or conditional uses of noted parks and/or zoning changes shall be further restricted; now

THEREFORE, the following procedures shall be put in place:

No sale, change of ownership or change in the 'recreation and open space' zoning of current Recreation Open Space Districts pertaining to the City-owned properties included in this Local Parks Preservation Plan, or changes in the intent of this Plan to protect park spaces shall be undertaken without an affirmative vote of four out of five City Council Members. This vote must further be affirmed by 60% of the voters in a locally scheduled special election within 180 days of the Council's decision. Nothing in this provision shall affect bonds currently secured by the property or preclude or hinder the City using this property as security or collateral for future bonding, as long as the basic intent of maintaining recreation and open space is upheld.

EXECUTIVE SUMMARY

As deemed important and referenced in Park City Municipal's General Plan and Municipal Code, local recreation and open spaces are crucial to the vitality, character and sense of community Park City provides. The primary objective of this Local Parks Preservation Master Plan is to preserve and enhance City Park, Rotary Park, Prospector Park, Creekside Park and the Park City Golf Course.

The goals of the plan are to:

1. Protect, maintain and preserve park spaces for future use.
2. Provide direction for review alongside Joint Use Agreement, General Plan and Land Management Code.
3. Outline the means to preserve these park spaces.
4. Define detail for each location and its current use.
5. Define any/all Municipal Departments, Boards, Commissions or Councils and associated authority.
6. Define the public process, including community engagement, council approval and special election
7. Define who is responsible for 'Speaking for the Land'-
 - Document Review, Amended Clauses, Timelines
 - Land Tasks (ex: inspections, maintenance, utilities, etc.)
 - Allowed uses within ROS Zones
 - Approval process above and beyond ROS Zoning Regulations
8. Define administrative allowances such as:
 - permitted events
 - amenity replacement
 - additional needs (ex: shade)
 - change in trends
 - temporary use for health, life and safety concerns (ex: wildfire staging)

DEFINITIONS AND REFERENCES

Land Tasks- Activity, maintenance or events based on community assessment and asset management.

Examples include:

- Irrigation Installation/Maintenance
- Utilities Installation/Maintenance
- Vegetation Replacement/Restoration
- Structural Repair/Replacement

Administrative Allowances- Activity, amenity and structural uses or changes made that are in line with ROS zoning requirements and the Land Management Code that give City Staff, Boards and Commissions opportunity to allow for temporary or permanent conditional use or change.

Examples include:

- permitted events
- amenity replacement
- additional needs (ex: Shade)
- change in trends
- temporary use for health, life and safety (ex: wildfire staging)

Zoning Change or Sale Process-

- Five Public Meetings over three month period
- Affirmative vote of four out of five City Council Members
- Voter Referendum as detailed below

Voter Referendum- No sale, change of ownership or change in the 'recreation and open space' zoning of current Recreation Open Space Districts pertaining to the City-owned properties included in this Local Parks Preservation Plan, or changes in the intent of this Plan to protect park spaces shall be undertaken without an affirmative vote of four out of five City Council Members. This vote must further be affirmed by 60% of the voters in a locally scheduled special election within 180 days of the Council's decision. Nothing in this provision shall affect bonds currently secured by the property or preclude or hinder the City using this property as security or collateral for future bonding, as long as the basic intent of maintaining recreation and open space is upheld.

Park City General Plan: <http://www.parkcity.org/home/showdocument?id=12388>

Goal 9- Parks & Recreation: Park City will continue to provide unparalleled parks and recreation opportunities for residents and visitors.

Goal 9 Objectives:

- 9A Maintain local recreation opportunities with high quality of service, exceptional facilities, and variety of options.
- 9B Locate recreation options within close vicinity to existing neighborhoods and transit for accessibility and to decrease vehicle miles traveled. Grouping facilities within recreational campuses is desired to decrease trips.

Park City General Plan: <http://www.parkcity.org/home/showdocument?id=12371>

Sense of Community

Strategy: Access to Recreational Facilities

Park City offers its residents and visitors access to a number of recreational parks and facilities.

Parks provide both passive and active recreational opportunities and usually contain a few playing fields, playgrounds or outdoor sport courts. These parks are used primarily by the residents of the neighborhoods in which they are located.

Community parks are used by all members of the community for a variety of different recreational activities. Giving residents access to parks and very basic recreational opportunities is an appropriate and reasonable goal.

Park City Municipal Code: Land Management Code-

[https://parkcity.municipalcodeonline.com/book?type=ordinances#name=15-2.7 Recreation And Open Space \(ROS\) District](https://parkcity.municipalcodeonline.com/book?type=ordinances#name=15-2.7%20Recreation%20And%20Open%20Space%20(ROS)%20District)

Definition and Uses in Recreation and Open Space Zoning (ROS)

15-2.7-1 Purpose – finished product with link to online section

The purpose of the Recreation and Open Space (ROS) District is to:

1. establish and preserve districts for land uses requiring substantial Areas of open land covered with vegetation and substantially free from Structures, Streets and Parking Lots,
2. permit recreational uses and preserve recreational open space land,
3. encourage parks, golf courses, trails and other compatible public or private recreational uses, and
4. preserve and enhance environmentally sensitive lands, such as wetlands, steep slopes, ridge lines, meadows, stream corridors, and forests.
5. encourage sustainability, conservation, and renewable energy.

15-2.7-2 Uses

Uses in the ROS District are limited to the following:

1. **ALLOWED USES.**
 1. Conservation Activity
2. **ADMINISTRATIVE CONDITIONAL USES¹.**
 1. Trail and Trailhead Improvement
 2. Outdoor Recreation Equipment

3. Essential Municipal Public Utility Use, Service, or Structure, less than 600 sq. ft.
4. Accessory Building, less than 600 sq. ft.
5. Ski-related Accessory Building, less than 600 sq. ft.
6. Parking Area or Structure with four (4) or fewer spaces
7. Outdoor Event, Outdoor Music
8. Temporary Construction Improvement
9. Raising, grazing of horses
10. Raising, grazing of livestock
11. Anemometer and Anemometer Towers

3. **CONDITIONAL USES.**

1. Agriculture
2. Recreational Outdoor and Trail Lighting
3. Recreation Facility, Private
4. Recreation Facility, Public
5. Recreation Facility, Commercial
6. Golf Course
7. Passenger Tramway Station and Ski Base Facility
8. Ski Tow Rope, Ski Lift, Ski Run and Ski Bridge
9. Recreational Sports Field
10. Skating Rink
11. Skateboard Park
12. Public and Quasi-Public Institution, Church, and School, Park, Plaza, Structure for Public Assembly, greater than 600 sq. ft.
13. Essential Municipal Public Utility Use, Facility, Service, and Structure, greater than 600 sq. ft.
14. Accessory Building, greater than 600 sq. ft.
15. Ski-Related Accessory Building, greater than 600 sq. ft.
16. Child Care Center
17. Commercial Stable, Riding Academy
18. Vehicle Control Gates²
19. Resort Support, Commercial
20. Cemetery
21. Parking Area or Structure with five (5) or more spaces
22. Telecommunications Antenna³
23. Mines and Mine Exploration
24. Plant and Nursery stock products and sales
25. Fences greater than six feet (6') in height from Final Grade.
26. Small Wind Energy Systems

4. **PROHIBITED USES.** Any use not listed above as an Allowed or Conditional Use is a prohibited use.



CREEKSIDE PARK

Location:

2392 Holiday Ranch Loop. 2.3 Acres

Current Use:

Active neighborhood park with regional amenities adjacent to McLeod Creek Trail.

Hours of Use:

Creekside Park is closed from 2 a.m. to 6 a.m., seven (7) days a week.

Dirt Jump Park is open from dawn until dusk.

No exemptions from noise ordinance, unless permitted through event applications

Amenities:

Restrooms, playground, picnic tables, pavilion, dirt jump bike facility, public AED, onsite parking, benches

Maintenance and Improvements:

Recreation, Building Maintenance, Parks and Water Departments shall maintain the dirt jump park, facilities, playground and additional amenities according to maintenance standards and replacement programs including but not limited to activities, repairs, replacement, restoration and water needs.

Administrative Allowances:

Under the supervision of the Recreation Manager; the Recreation Department Administrative team can approve the following allowances:

- permitted city sponsored events, amenity replacement, additional needs, change in trends, temporary use for health, life and safety concerns.

Scheduling and Coordination:

Dirt Jump Park: Park City Recreation sponsored programs have first priority and are the only entity that is permitted to have exclusive use of the facility. Scheduling will be managed by the Recreation Department.

Playground and Pavilion: These facilities are not available for exclusive use.

Facility Use Guidelines for Events:

Local and out of area user group events are generally not allowed at this venue. The facilities are not generally available for exclusive use with the exception of programs sponsored by Park City Recreation.

Governing Entities:

City Departments: Recreation, Planning, Sustainability, Legal, Building, Parks

Actions: Administrative Allowances, Document Review, Amended Clauses, Timelines, Supportive Document Review, MOU, Joint Use Agreements, etc.

Boards/Commissions: Recreation Advisory Board, COSAC

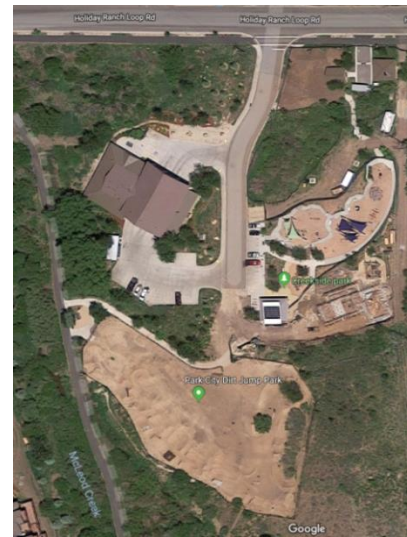
Actions: Research and Recommendations

Approvals: Planning Commission and City Council

Actions: Approval and Decision Making Process

Community Engagement:

No decision making regarding changes in the current use or ROS Zoning will be allowed until a minimum of five (5) public meetings have been held



ROTARY PARK

Location

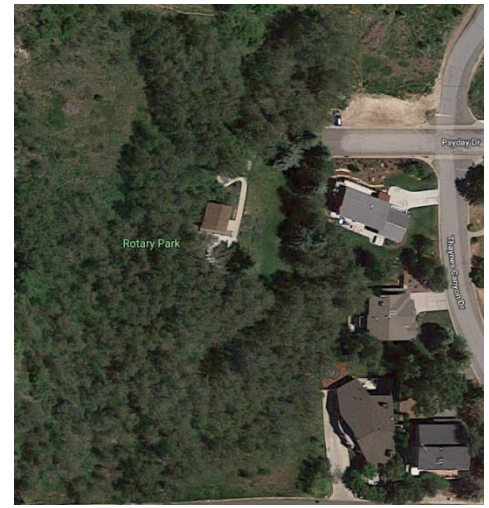
The end of Payday Drive, 2 Acres

Current Use:

Passive Neighborhood Park off of Payday Drive.

Hours of Use:

Rotary Park is closed from 2 a.m. to 6 a.m., seven (7) days a week.
No exemptions from noise ordinance.



Amenities:

Restrooms, picnic tables, pavilion, barbeques, serving station, onsite parking.

Maintenance and Improvements:

Recreation, Building Maintenance, Parks and Water Departments shall maintain the park, facilities and additional amenities according to maintenance standards and replacement programs including but not limited to activities, repairs, replacement, restoration and water needs.

Administrative Allowances:

Under the supervision of the Recreation Manager; the Recreation Department Administrative team can approve the following allowances:

- permitted events such as family rentals, weddings, etc.
- amenity replacement
- change in trends
- temporary use for health, life and safety concerns (ex: wildfire staging)

Scheduling and Coordination:

Pavilion: These facilities are available for exclusive use.

Facility Use Guidelines for Events:

Local and out of area user group events are generally allowed at this venue. The facilities are generally available for exclusive use with the exception of programs sponsored by Park City Recreation.

Governing Entities:

City Departments: Recreation, Planning, Sustainability, Legal, Building, Parks

Actions: Administrative Allowances, Document Review, Amended Clauses, Timelines, Supportive Document Review, MOU, Joint Use Agreements, etc.

Boards/Commissions: Recreation Advisory Board, COSAC

Actions: Research and Recommendations

Approvals: Planning Commission and City Council

Actions: Approval and Decision Making Process

Community Engagement:

No decision making regarding changes in the current use or ROS Zoning will be allowed until a minimum of five (5) public meetings have been held.

Council Agenda Item Report

Meeting Date: March 14, 2019

Submitted by: Julia Collins

Submitting Department: Transportation Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Authorize the City Manager to Execute the Proposed Electric Service Requirements Agreement between Rocky Mountain Power (RMP), an Unincorporated Division of PacifiCorp and Park City Municipal Corporation (PCMC) for Work to be Performed at 1875 Kearns Blvd in an Amount Not to Exceed \$52,566

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Rocky Mountain Power Agreement Staff Report](#)

[Exhibit A: RMP Agreement 1875 Kearns Blvd](#)

[Exhibit B: Utility Relocation Design](#)

[Exhibit C: RMP Agreement - 1884 Kearns Blvd](#)

[Exhibit D: Park City School District MOU](#)

[Exhibit E: Snyderville Basin Water Reclamation Engineering Services Agreement](#)

Subject: Authorize an Electric Service Requirements Agreement between Rocky Mountain Power, a division of PacifiCorp and Park City Municipal for work to be performed at or near 1875 Kearns Blvd and 1884 Kearns Blvd in Park City, Summit County, State of Utah in an Amount Not to Exceed Seventy One Thousand Dollars (\$71,000).

Author: Julia Collins, Senior Transportation Planner; Alfred Knotts, Transportation Planning Manager

Departments: Transportation Planning

Date: March 14, 2019

Type of Item: Administrative

Summary Recommendation

Consideration to authorize the City Manager to execute the proposed Electric Service Requirements Agreement between Rocky Mountain Power (RMP), an unincorporated division of PacifiCorp and Park City Municipal Corporation (PCMC) for work to be performed by RMP for PCMC at or near 1875 Kearns Blvd and 1884 Kearns Blvd in Park City, Summit County, State of Utah in an Amount Not to Exceed Seventy One Thousand Dollars (\$71,000). The agreement is related to site control, relocating and providing the required utilities. PCMC staff is coordinating this utility agreement in connection to the construction of the SR-248 pedestrian and bicycle tunnel at Kearns Boulevard/SR-248, between the High School and Cooke Drive.

Executive Summary

The construction of the SR-248 bicycle and pedestrian tunnel will advance Park City's transportation goals of providing safer pedestrian and bicycle connections while balancing the needs of the general purpose traffic along the corridor. In preparation for the construction of the SR-248 pedestrian and bicycle tunnel at Kearns Boulevard/SR-248, staff is working with utility providers, including RMP to provide necessary site control for utility improvements and utility right of way. The agreement (Exhibit A and Exhibit C) between RMP at or near 1875 Kearns Blvd and 1884 Kearns Blvd outlines the compensation to reroute, extend, supply service and upgrade electrical utilities to serve the broader tunnel project.

Background

- In 2016, [UDOT prepared a Concept Report for SR-248](#) to improve capacity and bicycle facilities along SR-248 between SR-224 and US-40. The Concept Report recommended a safe tunnel crossing at mile post 0.8 to replace the existing HAWK signal near Cooke Drive.
- UDOT and PCMC determined that crossing improvements could advance independently and yet stay coordinated with the overall SR-248 Corridor Project.
- On November 9, 2017, staff presented an [overall transportation update to City Council](#) that included the proposed tunnel safety improvements on SR-248.
- On December 5th, 2017, staff presented the initial project, approach and scope to foster a partnership with the adjacent property owner, Park City School District (PCSD) Board.

- January 11th, 2018, a [Professional Service Agreement was established with Horrocks Engineers](#) to provide engineering services to design and support the construction of bicycle and pedestrian safety improvements.
- On August 16th, 2018 City Council authorized the [execution of a memorandum of understanding agreement between the City and PCSD](#) to design and construct a pedestrian and bicycle tunnel on SR-248/Kearns Boulevard. On August 21st, 2018 PCSD authorized the execution of the memorandum of understanding. This agreement outlined responsibilities for maintenance, access, easements, utilities and costs that would be coordinated between the two parties for the tunnel improvement project. (Exhibit D)
- On August 20, 2018 SBWRD Board approved the sewer line extension agreement between Park City Municipal and PCSD.

Analysis

Staff is preparing the SR-248 pedestrian and bicycle tunnel site prior to construction which includes addressing utility needs and services. The agreement with RMP (Exhibit A and Exhibit C) is related to site control and utilities which staff is coordinating and setting up agreements prior to construction. RMP will complete the final electrical improvements, delivery of power, extension costs, materials and services. As found with other RMP agreements, PCMC will compensate RMP for the actual cost of constructing the improvements as the agreement represents an estimate for the work to be performed. As part of the construction agreement, PCMC's contractor will abide by RMP standards and provide necessary trenching and backfilling during site preparations. The design for the utilities (Exhibit B) has been refined on the basis of the RMP standards, the electrical design needs, service loads, ongoing maintenance, and site preparation. The basis for the determining the electrical service loads is based off the tunnel design including an electrical snow melt system, year round solar panels with net metering, internal tunnel lights, surveillance cameras and electric vehicle chargers.

The RMP electrical service agreement will also satisfy the August 2018 cooperative agreement MOU electrical requirements between PCSD and PCMC (Exhibit D). The MOU outlines responsibilities for maintenance, access, easements, service utilities and costs that would be coordinated between the two parties for the tunnel improvement project.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Support moving forward with the electric service requirements agreement between Rocky Mountain Power and PCMC consistent with the language detailed in Exhibit A.

Pros

- a. The proposed agreement will relocate utilities that will ultimately result in a project that will increase pedestrian and bicycle safety and accessibility.
- b. This project will further the City's transportation related goals.
- c. The project will provide additional connections to destinations.

Cons

- Additional financial resources and staff time will be required.

- During construction, disruptions will occur on SR-248.
2. **Null Alternative:** Council could choose do nothing.

Pros

- Does not allocate any City funds.

Cons

- Does not enable the necessary utility work to further develop viable pedestrian and bicycle connections.
- Miss an opportunity to implement and improve transportation conditions on SR-248/Kearns Blvd. Corridor.

Funding Source

Funding for the entire project in the amount of \$3,853,915 will be provided by the Summit County Transportation sales tax revenues as the project was approved for funding by the Summit County Council of Governments during their February 2018 meeting.

Construction Costs	\$3,407,645
RMP Utility Relocation Costs	\$ 71,000
Other Utility/SBWRD/Pacificorp Costs	\$ 36,970
UDOT Costs	\$ 1,500
Design Costs	\$ 225,396
Construction Management	\$ 111,404
Contingency	\$ up to 10%
Total Estimated Project Costs	\$ 3,853,915

This the estimated total project budget to date which includes the recent \$3,407,645 construction bid from Stapp Construction Inc., along with UDOT fees, \$71,000 utility relocation costs that are billed based on actual costs for utility relocation with Rocky Mountain Power, a division of Pacificorp, \$11,970 for Snyderville Basin Water Reclamation (Exhibit D), and \$25,000 for other utility relocation including Dominion Energy Utah. Additionally the \$336,800 engineering design costs and construction management fees were approved by City Council for the project on January 11, 2018. In accordance with city policy, unforeseen circumstances can arise and the City manager can authorize change orders up within 10% of the contract amount if funding is available.

Department Review

This report has been reviewed by the following departments: Executive, Legal, and Transportation Planning.

Attachments

Exhibit A	Electric Service Requirements Agreement for 1875 Kearns Blvd
Exhibit B	Utility Relocation Design
Exhibit C	Electric Service Requirement Agreement for 1884 Kearns Blvd
Exhibit D	MOU with PCSD
Exhibit E	Snyderville Basin Water Reclamation Engineering Services Agreement

**ROCKY MOUNTAIN POWER, a division of PACIFICORP
CUSTOMER REQUESTED WORK AGREEMENT**

This Customer Requested Work Agreement (this "Agreement"), dated January 30, 2019, is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **PARK CITY MUNICIPAL CORPORATION**, ("Customer"), for work to be performed by Company for Customer at or near **1875 Kearns Blvd – Hwy 248 in Park City, Summit County, State of Utah**.

Description:**Primary Underground Relocation**

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

Customer also agrees to:

- a) Establish final grade for routing of circuits, placement of transformer pads, vaults, junction boxes and other underground facilities as required by Company.
- b) Install and maintain property lines and survey stakes; and,
- c) Make no permanent surface improvements, except curb and gutters, before Company completes installation of its facilities.
- d) Provide legal rights-of-way to Company, at no cost to Company, using Company standard forms.

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

Third-Party Relocation Costs: This work does not include any third-party relocation costs. Customer shall be solely responsible for obtaining cost estimates from any third-parties attached to the existing facilities, and Customer shall be solely responsible for making all necessary arrangements to transfer third-party facilities to the replacement facilities, or any alternative arrangements to accommodate all such third-parties.

Payment to Company: In consideration of the work to be performed by Company, Customer agrees to pay actual costs ("Actual Cost"). Customer agrees to pay \$ 42,566.00 (the "Advance") in advance of the work being performed. Following completion of the work, the work cost shall be true up to Actual Cost, and the Advance adjusted accordingly. If the Advance after true up has increased, Customer shall pay Company the difference within thirty (30) days of receipt of an invoice from Company. If the Advance after true up has decreased, Company shall refund Customer the difference within thirty (30) days of determination of Actual Cost.

Actual Cost means Company's actual cost of constructing the Improvements, including all reasonable costs, charges, and expenses incurred by Company in the design, construction, installation, modification, testing, regulatory approval, and inspection of and site-preparation for the Improvements, including without limitation: reasonable attorney fees, appraisal costs, and all other direct costs; internal costs, including overheads, expenses, and supplies, all as conclusively determined by Company's SAP accounting system; and reasonable costs for the use of its capital and real property interests.

Requested Date of Service: Approximately 04-15-2019

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

Park City Municipal Corporation
Julia Collins
PO Box 1480
Park City, UT 84060
Phone (435) 615-5309
Cellular (585) 797-5898
Fax (435) 615-

Rocky Mountain Power
Dewie Layton
6280 N Silver Creek Dr
Park City, UT 84098
Phone (435) 655-7813
Cellular ()
Fax (435) 655-7830

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

PARK CITY MUNICIPAL CORPORATION

By _____
Signature

Title _____

Print name of Signing Officer

Date

ROCKY MOUNTAIN POWER

By _____
Signature.

Title Manager

Cindy Christoffersen
Print name of Signing Manager/Officer

Date

Appendix A GENERAL TERMS AND CONDITIONS

LIABILITY AND INDEMNIFICATION

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

WAIVER OF JURY TRIAL

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

WORK COMPLETION

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

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

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

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

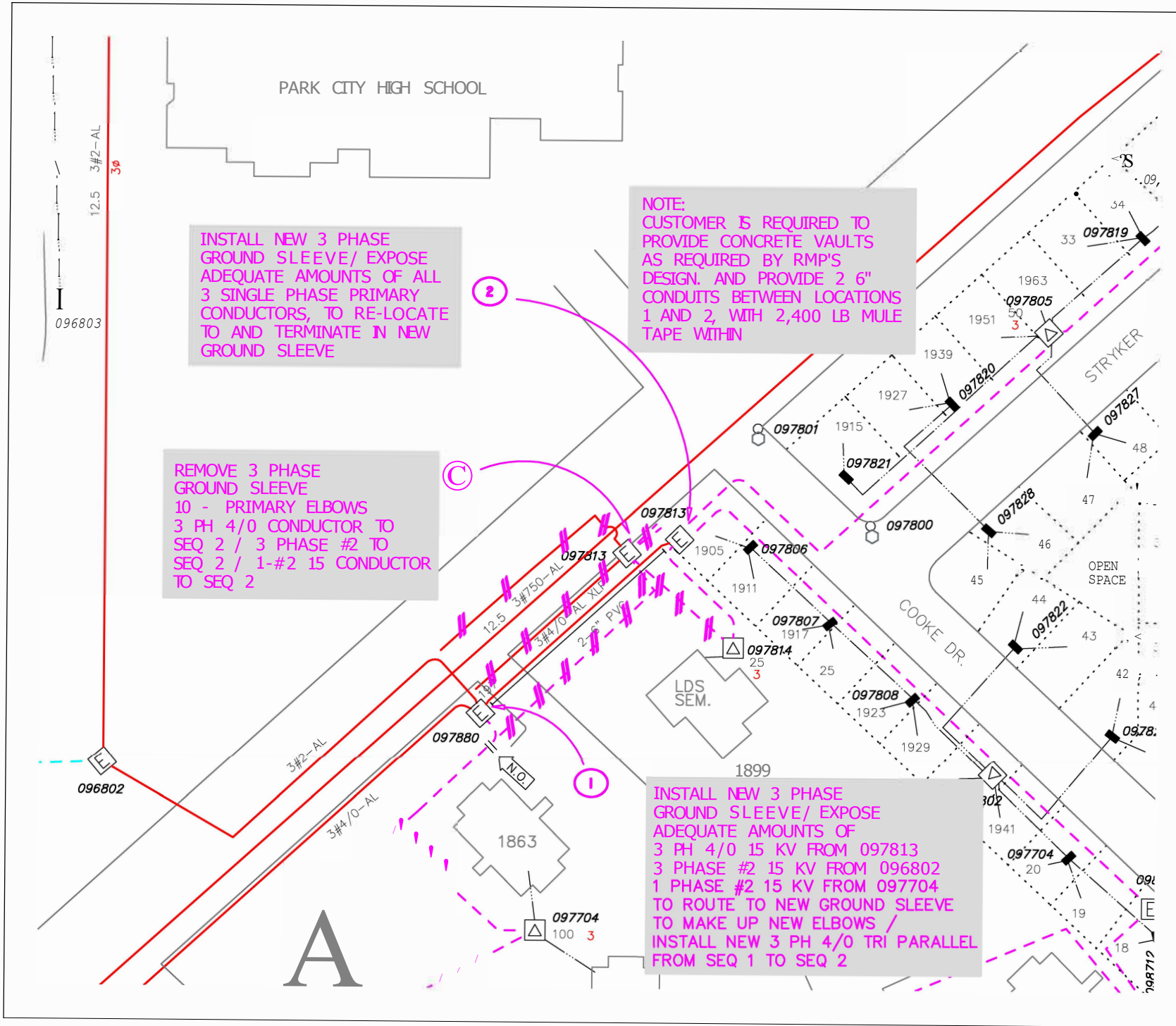
GENERAL

PAYMENTS: All bills or amounts due hereunder shall be payable to Company as set forth herein or on the 25th day following the postmarked date of the invoice is not otherwise specified. In the event that all or a portion of Customer's bill is disputed by Customer, Customer shall pay the total bill and shall designate that portion disputed. If it is later determined that Customer is entitled to a refund of all or any portion of the disputed amount, Company shall refund that portion of the amount of which Customer is found to be entitled. All billing statements shall show the amount due for the work performed.

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

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

Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.



NOTE:
CUSTOMER IS REQUIRED TO
PROVIDE CONCRETE VAULTS
AS REQUIRED BY RMP'S
DESIGN. AND PROVIDE 2 6"
CONDUITS BETWEEN LOCATIONS
1 AND 2, WITH 2,400 LB MULE
TAPE WITHIN

INSTALL NEW 3 PHASE
GROUND SLEEVE/ EXPOSE
ADEQUATE AMOUNTS OF ALL
3 SINGLE PHASE PRIMARY
CONDUCTORS, TO RE-LOCATE
TO AND TERMINATE IN NEW
GROUND SLEEVE

REMOVE 3 PHASE
GROUND SLEEVE
10 - PRIMARY ELBOWS
3 PH 4/0 CONDUCTOR TO
SEQ 2 / 3 PHASE #2 TO
SEQ 2 / 1-#2 15 CONDUCTOR
TO SEQ 2

INSTALL NEW 3 PHASE
GROUND SLEEVE/ EXPOSE
ADEQUATE AMOUNTS OF
3 PH 4/0 15 KV FROM 097813
3 PHASE #2 15 KV FROM 096802
1 PHASE #2 15 KV FROM 097704
TO ROUTE TO NEW GROUND SLEEVE
TO MAKE UP NEW ELBOWS /
INSTALL NEW 3 PH 4/0 TRI PARALLEL
FROM SEQ 1 TO SEQ 2

[illegible]

(UT Jan2019)
 Account #:35279126 001
 Service ID #:563043074 001
Annual

D Layton
 C/C: 11416
 Request #: 06655798
 Contract #:

**GENERAL SERVICE CONTRACT
 (1000 KVA OR LESS)
 between
 ROCKY MOUNTAIN POWER
 and
 PARK CITY MUNICIPAL CORPORATION**

This General Service Contract ("Contract"), dated March 15, 2019, is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **Park City Municipal Corporation** ("Customer"), for electric service for Customer's Pedestrian Tunnel operation at or near 1884 Kearns Blvd, Park City, Utah.

Company's filed tariffs (the "Electric Service Schedules" and the "Electric Service Regulations") and the rules of the Utah Public Service Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide 277/480 volt, three-phase electric service to the Customer facilities.
2. **Contract Demand.** The demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 300 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract)(the "Contract Demand").

After 36 months of service the Company may reduce Contract Demand to the maximum recorded and billed demand in the previous 36 months. The reduction in Contract Demand shall become effective thirty (30) days after the Company provides notice.

Within fifteen (15) days of Customer's written request for capacity above the Contract Demand, Company shall advise Customer in writing whether the additional power and energy is currently available, or if not currently available, initiate the processes to determine the costs to make it available.

3. **Extension Costs.** Company agrees to invest \$10,668.00 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. Customer trenching, conduit, vault and/or right-of-way ("TCVR"), when provided for Company lines and equipment, may

also be subject to refund as calculated using Company standard costs. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

— **Refund Option.** The total Customer Advance for this work is \$19,797.73, and the **balance due is \$19,797.73**, and Customer remains eligible for refunds. Company will refund part of the Customer Advance and TCVR if additional customers connect to the Improvements within ten (10) years of the date Company is ready to supply service. Company will refund 20% of the refundable Customer Advance and TCVR allocable to the **shared** Improvements for four additional applicants. Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.

— **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250 and waives their right to refunds should additional applicants connect to the Improvements. Accordingly, the balance due is \$19,547.73.**

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's annual bill**; or, (2) \$10,666.67 (the **annual facilities charge**) plus eighty percent (80%) of the **Customer's annual bill**. Billings will be based on Rate Schedule No. 006 and superseding schedules. Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
6. **Contract Minimum Billing Term.** This Contract becomes binding when both Company and Customer have signed it, and will remain in effect for five (5) years following the date when Company is ready to supply service (the "Term").

In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the Contract Minimum Billing for the remainder of the Term.

If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. The Customer's Advance will be applied to Company costs incurred for design, permitting and other associated Contract costs. However, if Company has installed Improvements so that Company is ready to supply service, but Customer is not ready to receive service from Company within such one-hundred fifty (150) day period, then the failure of Customer to

receive service may be treated as a Customer default, and Customer shall be responsible for paying the Contract Minimum Billing for remainder of the Term.

7. Customer Obligations. Customer agrees to:

- a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or adjoining property and any permits, fees, etc. required to cross public lands;
- b) Prepare the route to Company's specifications;
- c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
- d) Comply with all of Company's tariffs, procedures, specifications and requirements.

8. Special Provisions: Customer has the option of paying the "Contract Minimum Billing" of \$ 10,666.67 "Annually", as described in paragraph 4. above for the 5 year term of this contract. Or agrees to advance a 5 year "Contract Minimum Billing", that has been "Present Value" calculated to an amount of \$ 8,764.57.

9. Underground Facilities. If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in Company's Electric Service Requirements Manual, and other specifications as otherwise provided by Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this Contract.

10. Design, Construction, Ownership and Operation. Company shall design, construct, install, and operate the Improvements in accordance with Company's standards. Company will own the Improvements, together with Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or Company's other electric utility facilities. Under no circumstances shall Company be liable for other economic losses, including but not limited to consequential damages. Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of Company.

No other party, including Customer, shall have the right to operate or maintain Company's electric utility facilities or the Improvements. Customer shall not have physical access to Company's electric utility facilities or the Improvements and shall engage in no activities on or related to Company's electric utility facilities or the Improvements.

- 11. Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require customer payments be sent by EDI or wire transfer. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as quoted in The Wall Street Journal.

Company may request deposits from Customer to the extent permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, Company may exercise any or all of its rights and remedies with respect to any such deposits.

- 12. Furnishing Information.** Upon Company's request, Customer shall submit its year-end financial statements to Company, certified to be true and correct and in accordance with GAAP (General Accepted Accounting Principles). Furthermore, Customer shall submit additional information as Company may reasonably request from time to time in furtherance of the purposes of this Contract. Such information shall be deemed confidential. Company will base its decision with respect to credit, deposits or any other material matter on information furnished under this section by Customer, and shall reserve its rights with respect to such decisions should such information be inaccurate.

- 13. Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State

of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.

- 14. Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under Company's policies, the Electric Service Regulations, and the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to Company. Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule.

Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.

- 15. Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

- 16. Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

- 17. Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

18. Entire Agreement. This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

PARK CITY MUNICIPAL CORPORATION

By _____
signature

NAME (type or print legibly) TITLE

DATE

Customer's Mailing Address for Executed Contract

Julia Collins
ATTENTION OF

PO Box 1480
ADDRESS

Park City, UT 84060
CITY, STATE, ZIP

julia.collins@parkcity.org
EMAIL ADDRESS

ROCKY MOUNTAIN POWER

By _____
signature

Cindy Christoffersen Manager
NAME (type or print legibly) TITLE

DATE

Rocky Mountain Power's Mailing Address for Executed Contract

6280 N Silver Creek Dr
ADDRESS

Park City, UT 84098
CITY, STATE, ZIP

dewie.layton@rockymountainpower.net
EMAIL ADDRESS

Park City School District and Park City Municipal Corporation SR-248 Tunnel Memorandum of Understanding

This Memorandum of Understanding is made and entered into this 21 day of August 2018, by and between the Park City School District (PCSD) and Park City Municipal Corporation (PCMC) (jointly referred to herein as the Parties).

Purpose. The purpose of memorandum is to clarify the understanding and responsibilities of PCSD and PCMC regarding the construction and ongoing maintenance of a tunnel under SR-248 that will replace the existing High Intensity Activated Signal (HAWK) beacon crossing. The future tunnel crossing location is at mile post 0.8 on SR-248 which is southwest of the Cooke Drive southern access and adjacent to the entrance into the high school Kearns campus (Figure A).

PCSD and PCMC agree to use best efforts to adhere to the following:

Whereas, the 2016 Utah Department of Transportation (UDOT), Region Two Concept Report for SR-248 recommended a pedestrian underpass in this location as a potential project improvement; and

Whereas, both parties recognize that a tunnel underpass across SR-248 will provide for a higher level of safety and connectivity for school students as well as the community at-large to access adjacent destinations; and

Whereas, regional collaboration and partnerships for improved transportation solutions are high priorities for both Parties; and

Whereas, both Parties recognize that traffic congestion along SR-248 is a community issue that requires community collaboration; and

Therefore, the Parties agree to the following:

1. Both Parties agree that as part of broader SR-248 corridor improvements, a tunnel underpass is necessary, which will assist in safely and efficiently promoting pedestrian and bicycle circulation across SR-248. The parties agree to work cooperatively to accomplish the following tasks:
 - a. Provide for the best possible pedestrian and bicycle facility, as well as improve pedestrian and traffic circulation and safety within the school zone.
 - b. Work with UDOT to aid in traffic mitigation efforts.
 - c. Monitor the effects that the HAWK signal removal has on ingress/egress movements by school buses at the parking lot access locations and work with UDOT to determine an

adequate mitigation measure to be implemented. Funding of mitigation measure shall be determined through further discussion with PCSD, UDOT and PCMC.

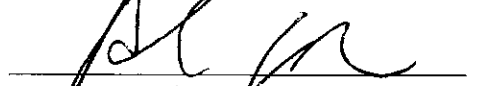
2. In addition to the terms below, PCMC agrees to cover the total cost of design, utility relocation and construction of the tunnel. Additionally, PCMC will acquire the associated permits from UDOT.
3. PCSD will grant easements for the following:
 - a. Storm, Pedestrian Access and Maintenance Easement – For the purposes of maintaining the tunnel improvements and related infrastructure. This easement will provide access as shown (“Storm, Pedestrian Access and Maintenance Easement Exhibit A”) onto the school property by Park City municipal personnel. To capture and treat the stormwater runoff within the ramps and stairways of the tunnel, a sub-surface water quality and infiltration facility will be installed within the defined easement area. This system will be evidenced with a manhole rim(s) at the finished grade provided for access to maintain the facility. Related stormwater maintenance may include cleaning and pumping the system free of sediment and debris. PCMC will maintain responsibility to clean and service this storm system. A future sump pump may be installed within the sub-surface vaults with power conduits provided only at initial development of the system. This easement may also include power and fiber conduits for electrical and communications systems. The easement will cover all maintenance to access the tunnel which may include repairs, construction, ongoing monitoring of all mechanical, snow removal systems, communication and electrical systems in the tunnel.
 - b. Temporary Construction Easement – This easement will provide temporary construction access within the project area through the construction period of the project as shown on “Temporary Construction Easement B.”
 - c. Snyderville Basin Water Reclamation District Sewer Easement – There is a proposed re-alignment of a 24” diameter sanitary sewer line that is currently routed through SR-248 in the area of the project that will be in conflict with the proposed tunnel. As a part of the project improvements, this sanitary line will be re-routed around the structure to the north and requires an additional easement as shown on “Snyderville Basin Sewer Easement Exhibit C.” The 24” sewer will be re-routed at a depth that will allow for the connection of a new sewer line that the School District may be installing as part of a future campus re-development as shown on Figure A – General Site Exhibit. The School District will sign as the property owner on the SBWRD Line Extension Agreement which outlines the conditions of the sewer line-relocation.
4. PCMC and PCSD will collaborate on the following:
 - a. Lighting – Safety is a paramount concern for all parties. PCMC agrees to install and maintain lighting in and around the project area to meet Building Code standards and provide a safe environment for users.
 - b. Security Cameras – PCMC agrees to install conduits, wiring and make initial purchase of security cameras within the tunnel. PCSD agrees to purchase and install all conduit,

cameras and wiring needed to establish the video feed outside of the project construction area (Figure B). Additionally, PCSD agrees to administer the camera feeds within its network and to the ongoing maintenance of said cameras.

- c. Snow Removal – PCMC agrees to provide winter snow removal for the facility illustrated in (Snow Removal Exhibit D). PCSD agrees to provide winter maintenance for the facilities within school property not maintained by PCMC.
- d. Landscape Maintenance – PCMC agrees to install all landscaping for the tunnel as part of the project construction, as well as maintain the landscaping for the area south of the tunnel improvements (between the share-use path and Kearns Blvd.). PCSD agrees to maintain the landscaping and irrigation as outlined in the construction documents in the area north of the tunnel improvements.
- e. Sewer Improvements Alignment Improvements: PCMC agrees to fund and construct the necessary sewer improvements. Both parties agree to the Snyderville Basin Water Reclamation District Line Extension Agreement.
- f. Electrical Conduit for EV Charging Station: PCMC agrees to install the necessary electrical conduit that is sized to accommodate the future electric vehicle chargers to be installed by PCSD at a future date. PCMC will install the conduit from a PCSD metered power source to the proposed electrical charging station locations (number of stations estimated at up to 4 double head units. The parking lot will be striped to accommodate 2 units (conduits will extend to all 4 future station locations.) PCSD is responsible for the ongoing electrical use, fees, and maintenance.
- g. Parking Lot Reconfiguration– PCMC agrees to collaborate with and provide PCSD with a restriping plan that improves vehicle and pedestrian circulation within the faculty lot to be used by PCSD. PCMC will provide the construction funding and site plans for the parking lot striping reconfiguration in the area adjacent to the tunnel (see item f.)
- h. Public Art –PCSD reserves the right and agrees to consult with PCMC to create and maintain public art within the tunnel. PCMC agrees to whitewash or remove any graffiti, as determined by a representative from the school district or the City Public Works Director. General maintenance, repair or restoration to any public art, due to vandalism or exposure, is the responsibility of PCMC.

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

Park City School District


Andrew Caplan, Board President



PARK CITY MUNICIPAL CORPORATION

Andy Beerman
Andy Beerman, Mayor

Attest:

Michelle Kellogg
Michelle Kellogg, City Recorder

Approved as to form:

Mark Harrington
Mark Harrington, City Attorney

EXHIBIT A
LEGAL DESCRIPTION
PEDESTRIAN TUNNEL
STORM WATER, PUBLIC ACCESS & MAINTENANCE EASEMENT
August 7, 2018

A parcel of land located in the northeast quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a point that is South 00°11'09" West 724.25 feet along section line and West 1268.84 feet from the northeast corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being South 00°11'09" West 2667.86 feet between the northeast corner and the east quarter corner of said Section 9), said point also being North 47°28'11" East 525.37 feet from the southernmost corner of the parcel of land described in that certain Special Warranty Deed and Agreement, recorded January 9, 1975, as Entry No. 125620 in the Office of the Recorder, Summit County, Utah, said point being on the northerly right-of-way of State Road 248; and running thence coincident with said northerly right-of-way of State Road 248 South 47°28'11" West 245.34 feet (record: South 47°22'00" West); thence North 42°31'49" West 23.71 feet; thence North 47°28'11" East 160.49 feet; thence North 31°00'18" East 64.45 feet; thence North 47°28'11" East 23.04 feet; thence South 42°31'49" East 41.98 feet to the point of beginning.

Description contains 6,803 square feet / 0.16 acres.

PEDESTRIAN TUNNEL
STORM WATER, PUBLIC ACCESS &
MAINTENANCE EASEMENT

NORTHEAST CORNER SECTION 9
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN

PARK CITY HIGH SCHOOL
PCA-2-2300-X

STORM WATER, PUBLIC ACCESS
& MAINTENANCE EASEMENT

WEST 1268.84'

SILVER MEADOWS
ESTATES SUBDIVISION
ENTRY NO. 441893

724.25'
BASIS OF BEARING - S 0°11'09" W 2667.86'

1943.61'

N 47°28'11" E 525.57'
KEARNS BOULEVARD (SR-248)

LOT 1

PARK CITY SEMINARY SUBDIVISION
ENTRY NO. 433938

LOT 2

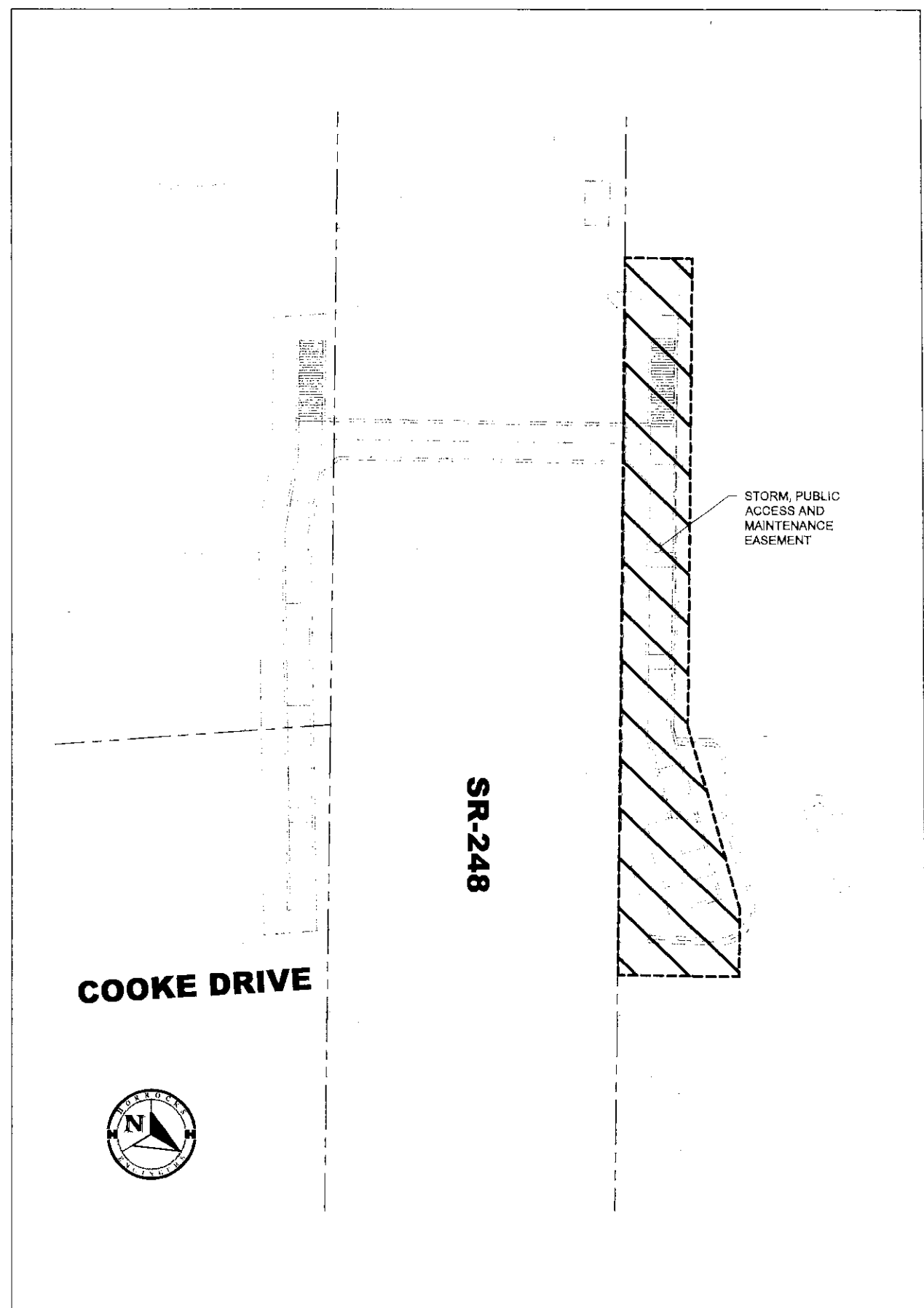
EAST 1/4 CORNER SECTION 9
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN

PARKSIDE
APARTMENTS



8/7/18

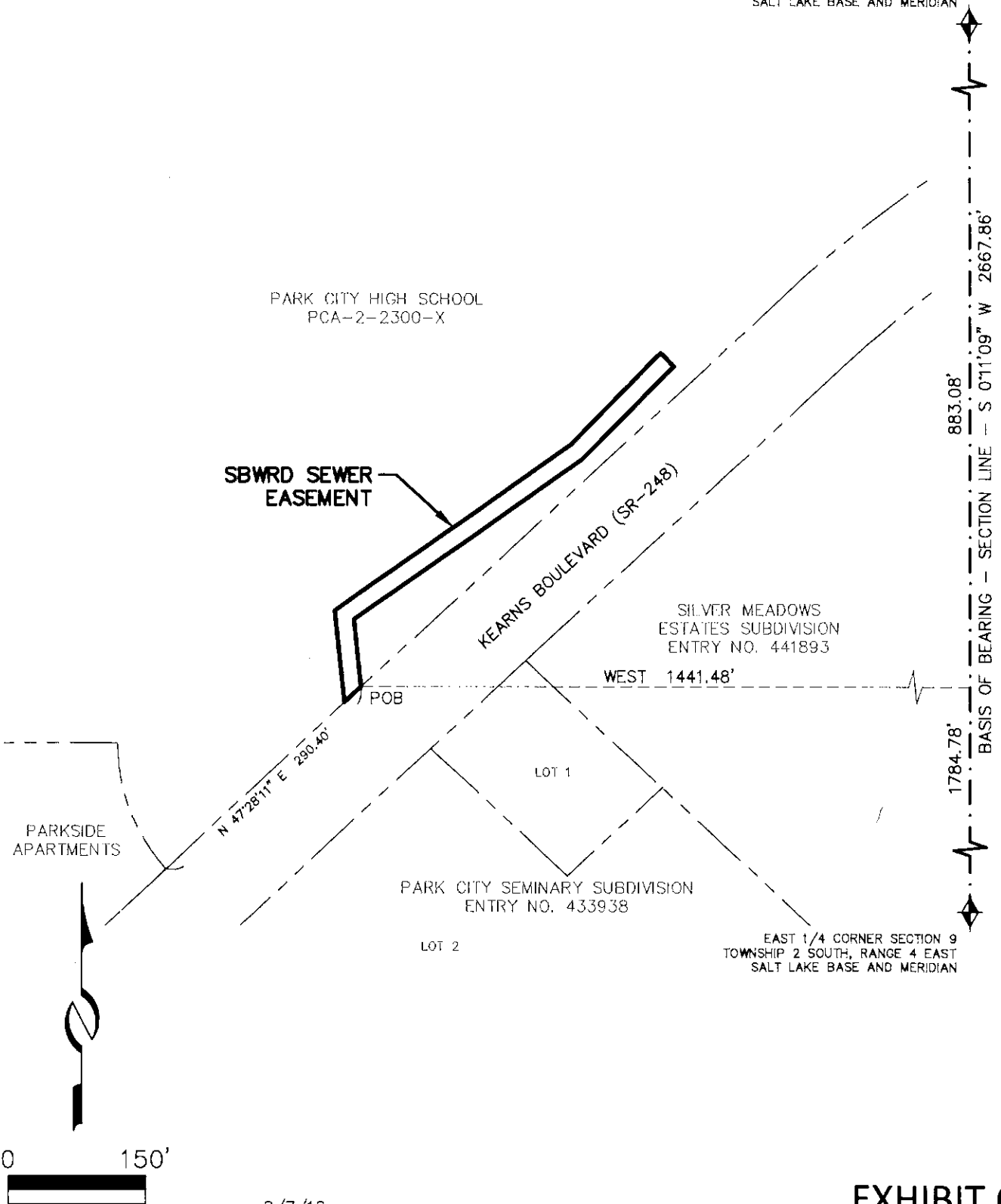
EXHIBIT A



1348 Oatlands Dr., Suite 110 Henderson, NV 89014	WARNING 0 1/2 1 IF THIS BAR DOES NOT MEASURE 1/2 THEN DRAWING IS NOT TO SCALE	SR-248 PEDESTRIAN TUNNEL STORM, ACCESS AND MAINTENANCE EASEMENT	DRAWING INFO DATE 07/25/18 SCALE N.T.S. REV # DATE SEE SHEET FOR LISTING PROJECT NO.	EX A
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PEDESTRIAN TUNNEL SBWRD SEWER EASEMENT

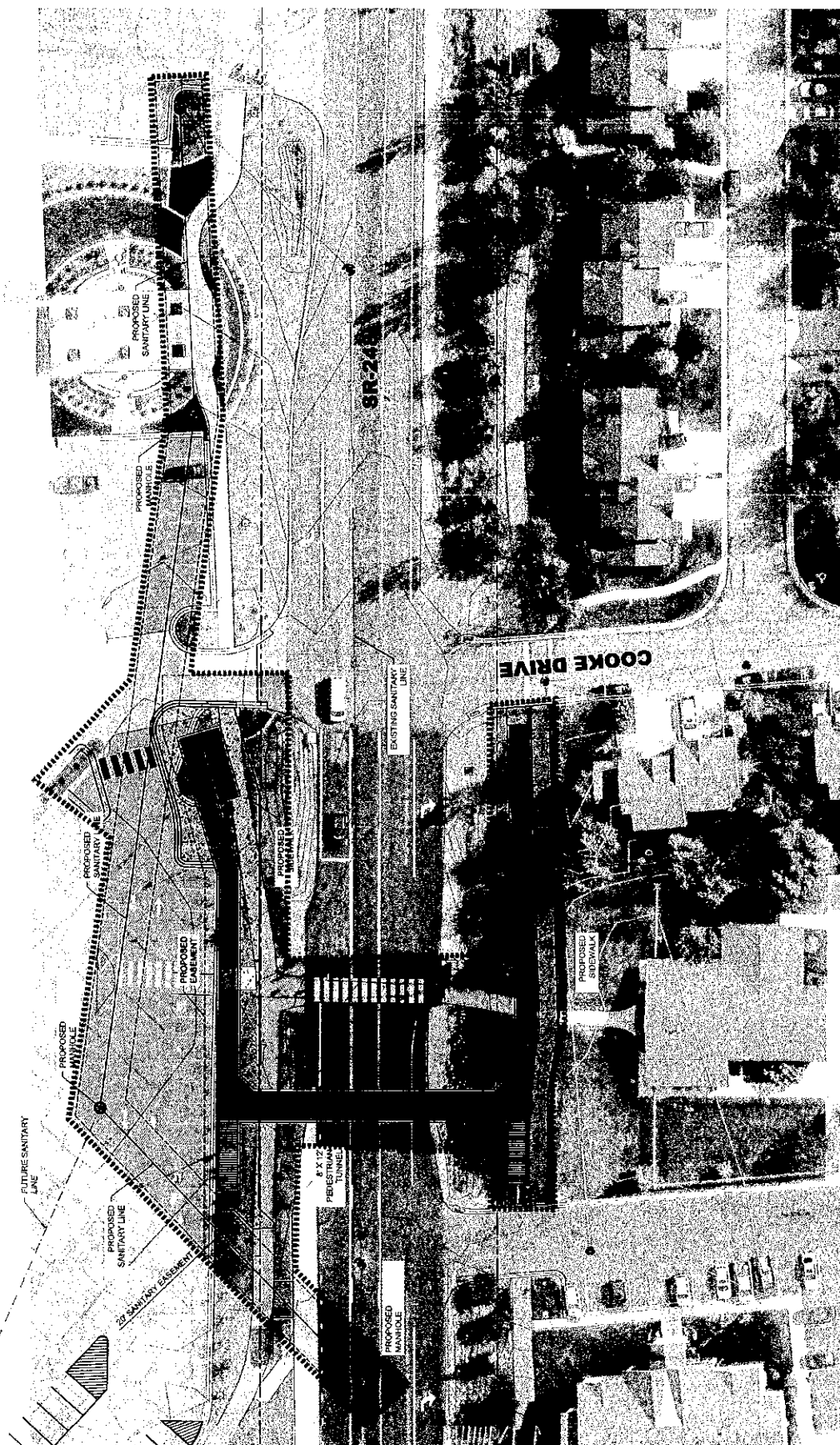
NORTHEAST CORNER SECTION 9
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN



8/7/18

EXHIBIT C





		HORROCKS ENGINEERS		7185 West Grove Parkway Suite 400 Park City, Utah 84002 (801) 761-8100		SR-248 PEDESTRIAN TUNNEL PROJECT CONSTRUCTION AREA: <i>Page 8</i>		REVISION DATE: 7/25/24 DRAWN BY: JTB CHECKED BY: JTB PROJECT NO.: UT-248-18T	
SCALE: HORIZONTAL VERTICAL N.T.S. SECTION		SHEET NO.: 1 OF 1 TOTAL SHEETS: 1		DATE: 7/25/24 PROJECT NO.: UT-248-18T		PROJECT NO.: UT-248-18T		PROJECT NO.: UT-248-18T	



SNYDERVILLE BASIN

WATER RECLAMATION DISTRICT

2800 HOMESTEAD RD, PARK CITY, UT 84098

WWW.SBWRD.ORG

T 435-649-7993

F 435-649-8040

February 19, 2019

Ms. Julia Collins
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

RE: SR 248 Bicycle and Pedestrian Access
Project Fees

Dear Ms. Collins,

Snyderville Basin Water Reclamation District (SBWRD) is proceeding with the Final Design Review of the wastewater system for the project. The estimate of construction costs is acceptable. The following amounts are required payments to SBWRD.

Estimated value of sewer construction	\$212,014.00
ENGINEERING SERVICES FEE	
6% of sewer construction	\$12,720.00
Deduct deposit	<u>\$750.00</u>
Balance	\$11,970.00
IMPROVEMENT COMPLETION AGREEMENT (ICA) AMOUNT	
100% of sewer construction	\$212,014.00

Before the project will be granted Final Design Approval (required prior to beginning construction) the above fees must be paid and the Improvement Completion Agreement (enclosed) must be completed.

Please contact Kevin Berkley with any questions.

Sincerely,

Bryan D. Atwood, P.E.
District Engineer

Enclosure

cc: Rob Sunderlage, Horrocks Engineers
Project File

Council Agenda Item Report

Meeting Date: March 14, 2019

Submitted by: Julia Collins

Submitting Department: Transportation Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Authorize the City Manager to Execute a Construction Agreement, in a Form Approved by the City Attorney, with Stapp Construction, Inc. in an Amount Not to Exceed \$3,407,645 to Provide Construction for the SR-248 Bicycle and Pedestrian Tunnel Improvements

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Pedestrian Tunnel Staff Report](#)

[Exhibit A: Rendering of Proposed Tunnel](#)

[Exhibit B: Recommended Construction Award](#)

[Exhibit C: Traffic Analysis](#)

[Exhibit D: Park City School District MOU](#)

City Council Staff Report



Subject: Award of Construction Contract with Stapp Construction, Inc. for SR-248 Bicycle and Pedestrian Access Project in an Amount Not to Exceed Three Million Four Hundred and Seven Thousand Six Hundred and Forty Five Dollars (\$3,407,645).

Author: Alfred Knotts, Transportation Planning Manager
Julia Collins, Senior Transportation Planner
Alexis Verson, Associate Transportation Planner

Department: Transportation Planning

Date: March 14, 2019

Type of Item: Administrative

Summary Recommendation

Consideration to authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Stapp Construction, Inc. in an amount not to exceed Three Million Four Hundred and Seven Thousand Six Hundred and Forty Five Dollars (\$3,407,645) to provide construction for the SR-248 bicycle and pedestrian tunnel improvements.

Executive Summary

Park City Transportation Planning staff is working with Utah Department of Transportation (UDOT) to develop and implement a suite of transportation solutions along the SR-248 corridor. One aspect of this effort is to build an underpass along SR248 at mile post .08 near Cooke Dr. A bicycle and pedestrian underpass provides neighborhood connections, enhances safety and helps mitigate traffic congestion. Staff and the Utah Department of Transportation (UDOT) are accelerating this project as Phase I of the SR-248 Corridor Improvement Project.

The Problem and Opportunity

The construction of the SR-248 bicycle and pedestrian tunnel will advance Park City's transportation goals of providing safer pedestrian and bicycle connections and access to neighborhood destinations while balancing the needs of the general purpose traffic along the corridor. Currently, the pedestrian-activated HAWK beacon (high-intensity activated crosswalk) near Cooke Dr. at mile post 0.8 on SR-248, causes considerable delays during peak traffic hours and poses significant pedestrian and vehicle conflicts. In 2016, UDOT recommended a culvert tunnel to improve vehicular capacity and to increase safe access to neighborhood destinations at the HAWK crossing. As part of the UDOT SR-248 Project outreach, a significant amount of public concern was expressed about the HAWK signal impacting vehicular travel, and feedback was in favor of providing a safer bicycle and pedestrian crossing (Exhibit C). In summer of 2018, Horrocks Engineers performed a "Benefit Analysis" to determine the need and most appropriate facility treatment, with the recommendation resulting in an underpass tunnel.

Background

- In 2016, [UDOT prepared a Concept Report for SR-248](#) to improve capacity and bicycle facilities along SR-248 between SR-224 and US-40. The Concept Report recommended a safe tunnel crossing at mile post 0.8 to replace the existing HAWK signal near Cooke Drive.

- UDOT and PCMC determined that crossing improvements could advance independently and yet stay coordinated with the overall SR-248 Corridor Project.
- On November 9, 2017, staff presented an [overall transportation update to City Council](#) that included the proposed tunnel safety improvements on SR-248.
- On December 5th, 2017, staff presented the initial project, approach and scope to foster a partnership with the adjacent property owner, Park City School District (PCSD) Board.
- On January 11th, 2018, a [Professional Service Agreement was established with Horrocks Engineers](#) to provide engineering services to design and support the construction of bicycle and pedestrian safety improvements.
- Through a traffic analysis, Horrocks Engineers identified that a below-grade tunnel would have the greatest benefit to support the City's multimodal goals, as well as improve travel delays on SR-248 (Exhibit C).
- On June 19th, 2018, staff presented the tunnel alternatives to the PCSD Board and gathered input on the design, request for easements, maintenance and construction of the tunnel.
- On August 16th, 2018 City Council authorized the [execution of a memorandum of understanding agreement between the City and PCSD](#) to design and construct a pedestrian and bicycle tunnel on SR-248/Kearns Boulevard.
- On August 21st, 2018 PCSD authorized the execution of the memorandum of understanding. This agreement outlines responsibilities for maintenance, access, easements, utilities and costs that will be coordinated between the two parties for the tunnel improvement project. (Exhibit D)
- On August 20, 2018 SBWRD Board approved the sewer line extension agreement between Park City Municipal and PCSD.
- Ongoing collaboration continues with the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints over construction access easements and project updates.

The Invitation to Bid was advertised on February 9th, 13th, 16th, 20th, 23rd and 27th in the Park Record and February 8th, 10th, 13th, 17th, 20rd 24th and 27th in the Salt Lake Tribune and February 8th, 10th, 13th, 17th, 20rd 24th and 27th in the Deseret News. Additionally, the Advertisement was posted for 30 days on the City's website, e-notify and UtahLegals.com website.

On February 28, 2019 a public bid opening was held at the Marsac building 3rd floor. There were two qualified bidders on the project resulting in a Construction award recommendation from Horrocks Engineers to Stapp Construction Inc. as the lowest qualified bidder. (Exhibit B) The bid of \$3,407,645 represents a 19.4% difference in the contractor bid to engineering cost estimate provided by Horrocks Engineers. UDOT and other regional agencies in the field are reporting that construction bids have rising significantly. UDOT's 4th quarter [2018 Construction Cost Index Report](#) outlines that 2018 annual costs for "Roadway excavation, surfacing, structures" are up 19.6% from 2017. The 2018 4th quarter pricing in this category has also risen [57% from the 2017 cost index](#). The bid received by Stapp Construction Inc. is in line with UDOT's Construction Cost Index Report.

The perimeters of this project require the contractor to deliver a multi-faceted, high quality product in a tight timeframe. The current construction schedule restrictions indicate that all work within the UDOT right of way be substantially complete by August 9, 2019. This includes restricting hours of work in the UDOT right of way and all travel lanes open for 4th of July, Arts Festival, High School Graduation, and pick-up/drop-off times for Park City High School. Staff initially wanted to break the project construction into two projects, however it placed additional construction burden on the Kearns School campus and construction during the peak winter season on SR-248.

Funding Source

This contract agreement with Stapp Construction Inc. covers the project construction costs. The

total project cost is outlined below.

Construction Costs	\$3,407,645
Utility Relocation Costs	\$ 107,970
UDOT Costs	\$ 1,500
Design Costs	\$ 225,396
Construction Management	\$ 111,404
Contingency Costs	\$ up to 10%
Total Estimated Project Costs	\$ 3,853,915

Funding for the entire project in the amount of \$3,853,915 will be provided by the Summit County Transportation sales tax revenues as the project was approved for funding by the Summit County Council of Governments during their February 2018 meeting. The estimated total project budget to date, includes the recent \$3,407,645 construction bid from Stapp Construction Inc., UDOT fees, and \$107,970 utility relocation costs that are billed based on actual costs for utility relocation with Rocky Mountain Power, a division of PacifiCorp, Snyderville Basin Water Reclamation and Dominion Energy Utah. Additionally, the engineering design costs and construction management fees were approved by City Council for the [project on January 11, 2018](#). In accordance with city policy, the City Manager can authorize change orders up within 10% of the contract amount if funding is available.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Staff recommends that Council authorize the City Manager to sign the Construction Agreement in the Amount Not to Exceed Three Million Four Hundred and Seven Thousand Six Hundred and Forty Five Dollars (\$3,407,645).

Pros

- The proposed agreement will result in increased pedestrian and bicycle safety and accessibility.
- This project will further the City's transportation related goals and improve congestion on one of the gateway corridors.

Cons

- Transportation Sales Tax Revenue in the amount of \$3,407,645 will be expended.

2. **Alternative 2 - Deny the Item:** Council could choose to not authorize the contract.

Pros

- Funding in the amount of \$3,407,645 will not be expended.

Cons

- Miss an opportunity to improve transportation conditions on SR-248 Corridor.

Department Review

This report was reviewed by Budget, Executive, Legal, and Transportation.

Funding Source

Funding is available from the Summit County Transportation Sales Tax Fund and has been approved through the February Summit County Council of Governments 2018 review process.

Exhibit A – Rendering of proposed tunnel

Exhibit B – Recommendation for construction award from Horrocks for Stapp Construction Inc.

Exhibit C – Traffic analysis prepared by Horrocks Engineers

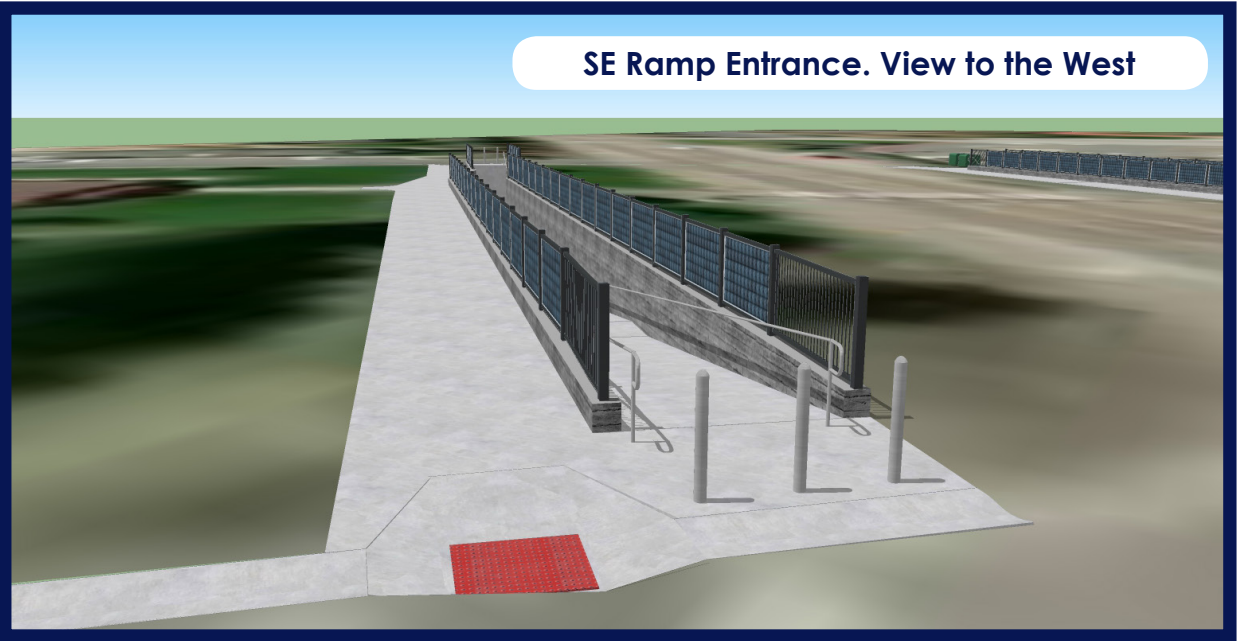
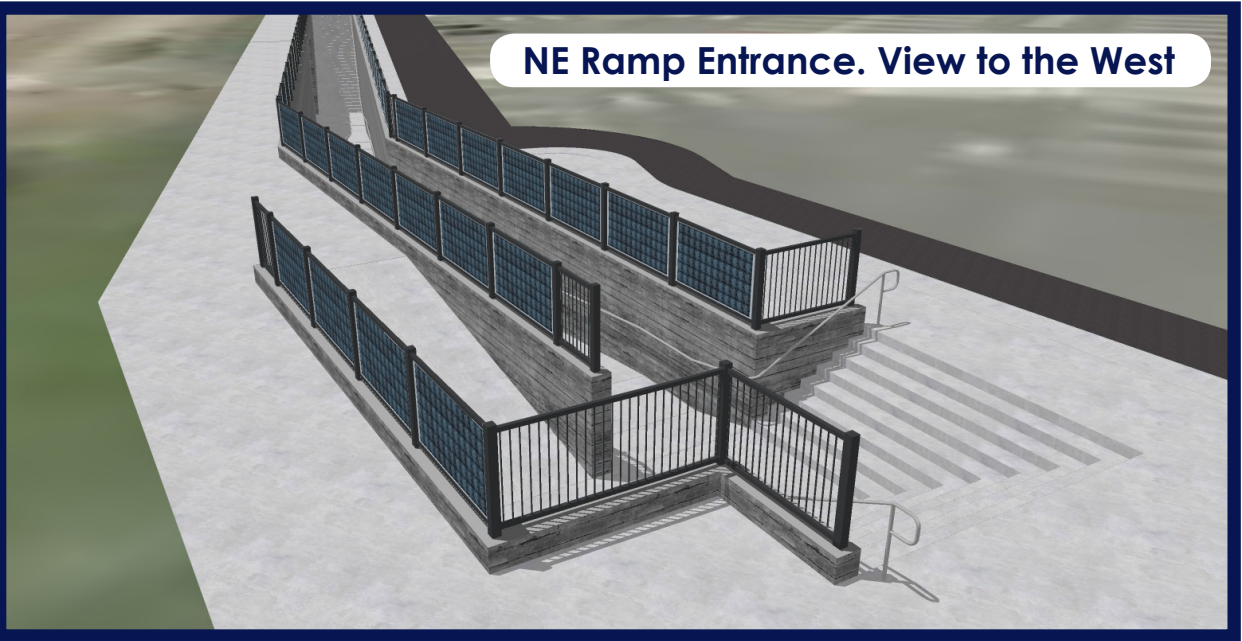
Exhibit D – MOU with PCSD



SR-248 PEDESTRIAN TUNNEL RENDERING

3-8-2019

- Project Features:**
- Electric Car Charging Stations (High School)
 - Solar Panel Guardrail
 - Snow Melt System
 - Board Formed Concrete
 - Art Murals in Tunnel (School District)



Drawings are conceptual and may not depict exact construction conditions.



2162 West Grove Parkway Ste 400
Pleasant Grove, Utah 84062
www.horrocks.com



Tel: 801.763.5100
Salt Lake line: 532.1545
Fax: 801.763.5101
In state toll free: 800.662.1644

March 4, 2019

Julia Collins
Project Manager
Park City Municipal Corp – Transportation Dept
445 Marsac Ave
Park City, UT 84060

Subject: SR 248 Bicycle and Pedestrian Access Project – Bid Tabulation

Dear Julia:

Attached is the bid tabulation for the SR 248 Bicycle and Pedestrian Access Project. There were three bidders at bid opening and one of the three bids was rejected. Of the remaining bidders, the low bidder was Stapp Construction at a total bid of \$3,407,645. The engineers estimate was \$2,854,910.50 which represents a 19.4% difference in contractor bid to engineers estimate.

The contractor included a bid bond and Addendums 1-3 were accounted for in their final bid. Based on our evaluation of the contractors and the bids presented, it is our recommendation that the contract be awarded to Stapp Construction.

If you have any questions please call.

Sincerely,
HORROCKS ENGINEERS

A handwritten signature in black ink, appearing to read "Rob Sunderlage". The signature is fluid and cursive, with a large loop at the beginning.

Rob Sunderlage, P.E.
Project Engineer

cc: file

enclosed: SR 248 Bicycle and Pedestrian Access - Bid Tabulation

Bid Tabulation
SR 248 BICYCLE AND PEDESTRIAN ACCESS PROJECT
Horrocks Engineers



Project Manager: Rob Sunderlage, P.E.
Construction Engineer: Deryl Mayhew, P.E.

Bid Opening: Park City Public Works
Date: February 28, 2019
Time: 4:05 PM
BASE BID

				Engineer's Estimate		Bidder 1 Stapp Construction, Inc.		Bidder 2		Bidder 3 BIDDER REMOVED	
ITEM NO.	DESCRIPTION	QUANTITY (Multiplier)	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization/Demobilization	1	LS	\$130,000.00	\$130,000.00	\$ 103,200.00	\$ 103,200.00	\$ 210,000.00	\$ 210,000.00	-	-
2	Traffic Control	1	LS	\$81,000.00	\$81,000.00	\$ 90,100.00	\$ 90,100.00	\$ 62,000.00	\$ 62,000.00	-	-
3	Temporary Environmental Control	1	LS	\$25,000.00	\$25,000.00	\$ 8,550.00	\$ 8,550.00	\$ 13,000.00	\$ 13,000.00	-	-
4	Demolition of Existing Surface Materials at Disturbed roadway, parking, landscaping and pedestrian areas	1	LS	\$23,000.00	\$23,000.00	\$ 23,400.00	\$ 23,400.00	\$ 32,000.00	\$ 32,000.00	-	-
5	Excavation, Hauling, and Disposal of Subsurface Contaminated Material per PC Soil Ordinance	6,600	Tons	\$70.00	\$462,000.00	\$ 115.00	\$ 759,000.00	\$ 59.00	\$ 389,400.00	-	-
6	Bypass Pumping of Sanitary Sewer Flow with Redundant Pump System per SBWRD Specs	1	LS per day	\$24,500.00	\$24,500.00	\$ 11,650.00	\$ 11,650.00	\$ 10,000.00	\$ 10,000.00	-	-
7	Abandonment/Removal of Existing Sewer System	1	LS	\$12,000.00	\$12,000.00	\$ 29,000.00	\$ 29,000.00	\$ 22,000.00	\$ 22,000.00	-	-
8	Furnish and Install 18" PVC Sanitary Sewer Pipe	650	LF	\$110.00	\$71,500.00	\$ 203.00	\$ 131,950.00	\$ 240.00	\$ 156,000.00	-	-
9	Furnish and Install 60" Precast Sanitary Sewer Manhole with Precast Base	4	EA	\$5,000.00	\$20,000.00	\$ 5,600.00	\$ 22,400.00	\$ 5,400.00	\$ 21,600.00	-	-
10	Restore Disturbed Asphalt Section in UDOT ROW	250	Sq. Yard	\$51.70	\$12,925.00	\$ 69.00	\$ 17,250.00	\$ 95.00	\$ 23,750.00	-	-
11	Restore Disturbed Asphalt Section in Parking Areas	850	Sq. Yard	\$17.00	\$14,450.00	\$ 47.00	\$ 39,950.00	\$ 50.00	\$ 42,500.00	-	-
12	Restore Disturbed Structural Concrete Pavement in Bus Stop and Driveway Areas	1	LS	\$15,633.00	\$15,633.00	\$ 24,000.00	\$ 24,000.00	\$ 45,000.00	\$ 45,000.00	-	-
13	Restore Disturbed Curb and Gutter	460	LF	\$30.00	\$13,800.00	\$ 27.00	\$ 12,420.00	\$ 39.00	\$ 17,940.00	-	-
14	Restore Disturbed Concrete/Asphalt Pedestrian Walkway Areas as per plans	1	LS	\$25,300.00	\$25,300.00	\$ 65,600.00	\$ 65,600.00	\$ 70,000.00	\$ 70,000.00	-	-
15	Restore Disturbed Landscaping Areas and Irrigation Including New 6 inch Topsoil Cap per PCMC Specs	1	LS	\$41,800.00	\$41,800.00	\$ 44,000.00	\$ 44,000.00	\$ 33,000.00	\$ 33,000.00	-	-
16	Furnish and install ADA certified pedestrian access ramp	3	EA	\$2,700.00	\$8,100.00	\$ 2,300.00	\$ 6,900.00	\$ 3,800.00	\$ 11,400.00	-	-
17	Electrical Utility Improvements/ Modifications per Rocky Mountain Power Plans & Specs	1	LS	\$32,000.00	\$32,000.00	\$ 74,500.00	\$ 74,500.00	\$ 110,000.00	\$ 110,000.00	-	-
18	Furnish and Install 24" RCP Storm Drain Pipe	135	LF	\$77.00	\$10,395.00	\$ 127.00	\$ 17,145.00	\$ 110.00	\$ 14,850.00	-	-
19	Furnish and Install 12" RCP Storm Drain Pipe	100	LF	\$65.00	\$6,500.00	\$ 108.00	\$ 10,800.00	\$ 100.00	\$ 10,000.00	-	-
20	Abandonment/Removal of Existing Storm Drain	1	LS	\$1,500.00	\$1,500.00	\$ 43,300.00	\$ 43,300.00	\$ 1,400.00	\$ 1,400.00	-	-
21	Furnish and Install water quality manhole and infiltration system as per plan	1	LS	\$14,500.00	\$14,500.00	\$ 28,600.00	\$ 28,600.00	\$ 35,000.00	\$ 35,000.00	-	-
22	Furnish and install waterline loop on existing 10" steel pipe	1	LS	\$11,000.00	\$11,000.00	\$ 31,500.00	\$ 31,500.00	\$ 15,000.00	\$ 15,000.00	-	-
23	Furnish and install new ¾" water connection	2	EA	\$1,200.00	\$2,400.00	\$ 2,600.00	\$ 5,200.00	\$ 2,700.00	\$ 5,400.00	-	-
24	Furnish and install ¾" poly pipe	100	LF	\$10.00	\$1,000.00	\$ 72.00	\$ 7,200.00	\$ 76.00	\$ 7,600.00	-	-
25	Furnish and Install 9'x12' box culvert	112	LF	\$2,360.00	\$264,320.00	\$ 2,940.00	\$ 329,280.00	\$ 5,300.00	\$ 593,600.00	-	-
26	Furnish and install retaining walls on north and south sides of tunnel complete in place (See Note 1.)	1.0	LS	\$1,104,087.50	\$1,104,087.50	\$ 494,000.00	\$ 494,000.00	\$ 725,000.00	\$ 725,000.00	-	-
27	Furnish and install concrete stairways and concrete ramps on north and south sides of tunnel complete in place	1	LS	\$28,800.00	\$28,800.00	\$ 265,600.00	\$ 265,600.00	\$ 865,000.00	\$ 865,000.00	-	-
28	Furnish and install all handrails in stairways and ramps on north and south sides of tunnel	1	LS	\$36,000.00	\$36,000.00	\$ 30,900.00	\$ 30,900.00	\$ 91,000.00	\$ 91,000.00	-	-
29	Remove and relocated VMR Reader Board	1	LS	\$1,000.00	\$1,000.00	\$ 3,200.00	\$ 3,200.00	\$ 12,000.00	\$ 12,000.00	-	-
30	Furnish and install electrical complete (15' street lights not included)	1	LS	\$48,000.00	\$48,000.00	\$ 161,700.00	\$ 161,700.00	\$ 135,000.00	\$ 135,000.00	-	-
31	Furnish and install 15' pedestrian street light	9	EA	\$1,800.00	\$16,200.00	\$ 8,000.00	\$ 72,000.00	\$ 6,100.00	\$ 54,900.00	-	-
32	Furnish and install solar panels and guardrail system. (from inverter to solar panel system including frame and mounting)	1	LS	\$170,000.00	\$170,000.00	\$ 208,800.00	\$ 208,800.00	\$ 175,000.00	\$ 175,000.00	-	-
33	Furnish and install snow melt system	1	LS	\$105,000.00	\$105,000.00	\$ 209,000.00	\$ 209,000.00	\$ 145,000.00	\$ 145,000.00	-	-
34	Remove and Retain Hawk Signal System	1	LS	\$15,000.00	\$15,000.00	\$ 11,500.00	\$ 11,500.00	\$ 1,800.00	\$ 1,800.00	-	-
35	Furnish and Install 4" Steel Bollards	6	EA	\$500.00	\$3,000.00	\$ 725.00	\$ 4,350.00	\$ 1,100.00	\$ 6,600.00	-	-
36	Furnish and Install landscaping tree	3	EA	\$500.00	\$1,500.00	\$ 700.00	\$ 2,100.00	\$ 610.00	\$ 1,830.00	-	-
37	Furnish and Install Steel Plate Sign	2	EA	\$850.00	\$1,700.00	\$ 3,800.00	\$ 7,600.00	\$ 5,300.00	\$ 10,600.00	-	-
Total Base Bid:							\$ 3,407,645.00	\$ 4,176,170.00		\$ -	



To: Julia Collins, PE Senior Transportation Planner
Park City Transportation Dept.

From: Rob Sunderlage, PE
Horrocks Engineers

Date: March 7, 2018

Subject: **Park City High School Pedestrian Tunnel Benefit Analysis**

1. Introduction

The purpose of this study was to prepare a benefit summary for replacing the existing HAWK signal with a below grade crossing (pedestrian tunnel) located on SR-248/Kearns Blvd adjacent to Park City High School. The City has been evaluating the activity at this crossing by monitoring pedestrian and bicycle use and the results show a significant amount of use (up to 3 times the use of the existing tunnel at Comstock Road.) This information is not presented in this report as it has been documented internally with the city. Our understanding is that the existing HAWK signal has been a concern with UDOT since its installation. The desire to remove at grade crossing and vehicular restrictions is a major goal of UDOT's along this corridor. The current SR248 Corridor Study that the City and UDOT are involved in is addressing many of the future design possibilities along this stretch and a future tunnel has been considered a viable solution. Through the Public Involvement effort, the city has been receiving input regarding issues along the corridor. The public has expressed the desire to replace the HAWK signal and included in the Appendix is a summary of their comments. The following sections include quantitative analysis determining the cost benefit for removing the HAWK signal for vehicle delay and traffic crashes. Also included is a summary of other benefits not fully analyzed. These can be addressed upon request, but are mentioned as simply added benefit to the project.

2. Delay Analysis

Synchro 10 was used to determine delay at the HAWK signal. Existing school-time models were updated to incorporate the existing HAWK signal. Pedestrian activation data from two weeks of typical school activity was provided by the City and used to calculate an average activation count during the peak hours of 7:00-8:00 AM, 8:00-9:00 AM, 2:45-3:45 PM, and 3:45-4:45 PM. To simulate a HAWK signal in Synchro, a signalized intersection was created and given a pre-timed cycle length based on average pedestrian activations and a 30 second crossing time. The crossing time includes the walk and the countdown timings. The total vehicle delay was calculated for the peak hours (4 hours total) for 180 days, representing a school year. The total delay is 1,464 hours shown in **Table 1**, and full details included in the Appendix.

Table 1: HAWK Signal Delay Analysis

Peak Hour	Avg. Pedestrian Actuations	Peak Hour Volume (vph)	Total Peak Vehicle Delay/Veh (s)	Total Peak Vehicle Delay (hr)	Total Vehicle Delay/School Year (hr)
7:00-8:00 AM	23	1406	6.5	8.13	1,464
8:00-9:00 AM	12	1352	4.4		
2:45-3:45 PM	15	1336	4.8		
3:45-4:45 PM	12	1555	5.0		

To associate a cost benefit for delay, a dollar amount was applied to delay per Utah standard practice of \$18.60/hr and \$92.50/hr for passenger and commercial vehicles respectively. The median income for Park City is significantly higher than the state median. To properly attribute the cost benefit to Park City, an equivalent Park City cost for delay of \$28.12/hr for delay was calculated to represent the median average difference as shown in Table 2.

Table 2: Equivalent Value of Vehicle Delay

	Utah ¹	Park City ²
Median Income	\$62,518.00	\$94,518.00
Median Hourly Wages	\$30.06	\$45.44
Value of Pass. Car Time/Hr ³	\$18.60	\$28.12

1. Based off 2016 Census Data (<https://www.census.gov/quickfacts/fact/table/UT,US/INC110216#viewtop>)

2. Based off Summit County Demographics and Income Profile Report

3. Based off Texas Transportation Institute user cost calculations

The percentage of truck traffic along SR-248/Kearns Blvd was included in the delay cost due to its large “value of time”. The percentage of truck traffic was found to be 3% referring to UDOT’s 2016 AADT Trucks Report. Combining all values found for passenger vehicle delays and truck traffic delays a total cost of delay/year and a 20-year total cost of delay are shown in **Table 3**. A full summary of vehicle delay benefits can be found in the Appendix.

Table 3: Cost of Delay/Year and 20 Year Cost of Delay

	Total Cost of Delay/Year	20-Year Cost of Delay
Park City Cost of Delay/School Year	\$43,989.29	\$879,785.77

3. Safety Benefits

Although the HAWK signal currently functions properly and there have been zero severe crashes associated with the signal, removing the HAWK signal and replacing it with a pedestrian tunnel can improve safety by removing pedestrians from the vehicle travel path completely and by significantly reducing front to rear crashes. UDOT crash data shows 7 front to rear crashes at the HAWK signal location between 2010 and 2017. By removing the HAWK signal and installing the pedestrian tunnel there would be an 86% reduction in crashes at that location. The cost associated with the 86% crash reduction, of the 7 crashes at the HAWK signal, over a 20 year period is \$330,468 as shown in **Table 4**. The complete UDOT safety benefits worksheet can be found in the Appendix.

Table 4: 20 Year Safety Benefits

Crash Severity	HAWK Related Crashes (Front-to-Rear)	Crash Modification Factors (CMF)	Est. Red. of Crashes (Total)	Est. Annual Red. of Crashes	Average Cost per Crash (FHWA)*	Estimated Annual Cost Saving (Benefit)
2	3	0.14	2.58	0.32	\$ 64,500	\$ 20,794
1	4	0.14	3.44	0.43	\$ 3,300	\$ 1,419
Total	7	-	6.02	0.75	-	\$ 22,213
20-Year Total Safety Benefit						\$ 330,468

4. Total Benefits

The total benefits over a 20 year period are found by summing up the total delay benefits with the safety benefits in **Table 5**.

Table 5: Total 20 Year Benefits

Delay Benefit	Safety Benefit	Total Benefit
\$879,785.77	\$330,468.04	\$1,210,253.81

However, this is not an exhaustive list of all the benefits. There are a number of factors not included in this analysis. The delay costs are only based off peak hours from 7:00-9:00 AM and 2:45-4:45 PM. The HAWK signal shows moderate activity outside of the AM and PM peak hours. This study is also based off delay cost benefits during typical school days which accounts for 180 of 365 days in a year. Much greater benefits would be seen if delay costs were to be calculated for a full day and the whole year, especially during the Sundance Festival. Additionally, while there haven't been any crashes involving pedestrians there is no money value associated with the reduction in probability of such a crash occurring.

5. Conclusions

The pedestrian tunnel as an alternative to the existing HAWK signal has a significant cost benefit. Removal of the HAWK signal will remove approximately 1,464 hours of vehicle delays along SR-248/Kearns Blvd with a cost benefit of \$879,786 over 20 years during school day peak hours. The construction of the pedestrian tunnel would remove the vehicle-pedestrian conflict point and result in a significant reduction of front to rear crashes with a benefit of \$330,468 over 20 years. Total potential cost benefits include at least \$1,210,254 and is higher when taking into account a complete day and full calendar year. This memo addresses one aspect of the benefit to the SR248 Corridor by adding a below grade crossing and removing the HAWK. It is our recommendation that Park City assess the social benefits as well as the financial and logistical benefits of such a project. The evidence from the jurisdictions, surrounding stakeholders, and general public is that there is a strong desire to remove the HAWK and provide an alternative crossing solution.

Appendix

COMMENT FORM

CONTACT INFORMATION (Optional)

Date Nov. 14, 2017

Name DIRK SPANGENBERG

Phone

Email

Address

Would you like to receive email updates? ☒ Yes or No

TRANSPORTATION CONSIDERATIONS

What are the transportation issues on SR-248 between SR-224 and US-40?

Too many people have moved here -
GO AWAY! Make the "Suicide lane" a peak hour
lane during busier times. Add a couple of
roundabouts and a tunnel to maintain a
steady flow.

ENVIRONMENTAL CONSIDERATIONS

What environmental resources in your community are important to you?

DO NOT ALLOW ANY TYPE of
TRANSIT ON THE RAIL TRAIL!
Keep it pedestrian /cycling ONLY

COMMENT FORM

CONTACT INFORMATION (Optional)

Date 11/14/17

Name John Bartz

Phone - - -

Email [REDACTED]

Address

Would you like to receive email updates? ☒ Yes or ☐ No

TRANSPORTATION CONSIDERATIONS

What are the transportation issues on SR-248 between SR-224 and US-40?

- Traffic jams / low traffic flow
- remove cross-walk stop light, replace with overpass or underpass?
- Synchronize traffic lights?
- neighborhood impacts (Prospector, Park Meadows)
- School access + safety

ENVIRONMENTAL CONSIDERATIONS

What environmental resources in your community are important to you?

- open space, wetlands/riparian/wildlife habitat preservation
- recreation accessibility - maintain rail trail + other trail access points

GENERAL COMMENTS

What issues related to SR-248 are important to you?

- 1- Keeping the Rail Trail, non-motorized +
100 % recreational
- 2- Reducing the number of cars that come into
Park City. Bring people in with efficient
transit on transit only lanes
Sidewinder
- 3- Making ~~Bonanza~~/Kearns + Wyatt Fair/Kearns
intersections easier to navigate
- 4- More pedestrian crossings that do not cause
more traffic issues

MAIL TO

SR-248 Project Team
c/o Lochner
3995 South 700 East, Suite 450
Salt Lake City, UT 84107

OTHER WAYS TO COMMENT

- ☎ 435-602-7440
- ✉ sr248improved@utah.gov
- 🌐 udot.utah.gov/sr248improved

State Route 248
**ENVIRONMENTAL
ASSESSMENT**
S.R. 224 to U.S. 40



COMMENT FORM

CONTACT INFORMATION (Optional)

Date 11/14/2017

Name H.R. Rinderknecht

Phone

Email

Address

Would you like to receive email updates? Yes or No

TRANSPORTATION CONSIDERATIONS

What are the transportation issues on SR-248 between SR-224 and US-40?

- ① Too many single occupant vehicles
- ② Too many vehicles in general
- ③ Lack of out of town park + ride lots
- ④ No regular bus service to park + ride
- ⑤ No traffic signal at Richardson Flats
- ⑥ Inadequate sidewalks + bike lanes
- ⑦ Inadequate underground road crossings for pedestrian safety

ENVIRONMENTAL CONSIDERATIONS

What environmental resources in your community are important to you?

- ① Open space
- ② Minimal noise + air pollution
- ③ Preservation of wildlife in area

COMMENT FORM

CONTACT INFORMATION (Optional)

Date _____

Name Jeremy Wilstein

Phone [REDACTED]

Email [REDACTED]

Address [REDACTED]

[REDACTED]

Would you like to receive email updates? ☒ Yes or No

TRANSPORTATION CONSIDERATIONS

What are the transportation issues on SR-248 between SR-224 and US-40?

Heavy traffic @ certain times w/ school + skiing.
Need to put student crossing in tunnels
More round-about @ Wyatt Camp Way
Don't think more ~~lanes~~ public lanes
should be added, cause that will add more
cars. Bus lanes to encourage public transport

ENVIRONMENTAL CONSIDERATIONS

What environmental resources in your community are important to you?

Water, green + open space, traffic
noise minimization. Nature, trails, rail trail.
Buses on the rail trail is not beneficial
to anyone

GENERAL COMMENTS

What issues related to SR-248 are important to you?

I suggest you widen the Hwy 248
AND then get rid of the bike lanes,
School crossing AND move 4 lanes
to MONITOR.

Build A tunnel or skywalk for
the school

- Simple -

MAIL TO

SR-248 Project Team
c/o Lochner
3995 South 700 East, Suite 450
Salt Lake City, UT 84107

OTHER WAYS TO COMMENT

- ☎ 435-602-7440
- ✉ sr248improved@utah.gov
- 💻 udot.utah.gov/sr248improved

State Route 248
**ENVIRONMENTAL
ASSESSMENT**
S.R. 224 to U.S. 40

UDOT
Keeping Utah Moving

GENERAL COMMENTS

What issues related to SR-248 are important to you?

- MAINTAIN RAIL TRAIL (PRESERVATION)
- CREATE UNDERPASS ~~AND~~ PEDESTRIAN WALKWAY AT HIGH SCHOOL TRAFFIC LIGHT
- HOW DO YOU CREATE TRAFFIC GAPS IN ORDER TO TURN ONTO SR-248 - NOT ONLY LEFT TURNS BUT RIGHT TURNS AS WELL
- CREATE 2 LANES BOTH EASTBOUND + WESTBOUND BETWEEN PARK AVE AND U.S. 40

MAIL TO

SR-248 Project Team
c/o Lochner
3995 South 700 East, Suite 450
Salt Lake City, UT 84107

OTHER WAYS TO COMMENT

- ☎ 435-602-7440
- ✉ sr248improved@utah.gov
- 🌐 udot.utah.gov/sr248improved

State Route 248
**ENVIRONMENTAL
ASSESSMENT**
S.R. 224 to U.S. 40



GENERAL COMMENTS

What issues related to SR-248 are important to you?

- 1. efficient Traffic flow
- * Build a Tunnel at High School - with completed by 2018
- * Utilize The Police Dept To create a better flow
- * ~~Build~~ A third Lane - one way in the morning + one way going out of town

MAIL TO

SR-248 Project Team
c/o Lochner
3995 South 700 East, Suite 450
Salt Lake City, UT 84107

- * Long term, widen the 248 and look at traffic flow.

OTHER WAYS TO COMMENT

- ☎ 435-602-7440
- ✉ sr248improved@utah.gov
- 🌐 udot.utah.gov/sr248improved

State Route 248
**ENVIRONMENTAL
ASSESSMENT**
S.R. 224 to U.S. 40



GENERAL COMMENTS

What issues related to SR-248 are important to you?

Use of Park and Ride lots out of town
for Ski Resorts

Encourage Carpools & riding
the bus

Open a lane coming in during am
and going out during pm

Put HS Crosswalk Underground

MAIL TO

SR-248 Project Team
c/o Lochner
3995 South 700 East, Suite 450
Salt Lake City, UT 84107

OTHER WAYS TO COMMENT

☎ 435-602-7440

✉ sr248improved@utah.gov

🌐 udot.utah.gov/sr248improved

State Route 248
**ENVIRONMENTAL
ASSESSMENT**
S.R. 224 to U.S. 40



COMMENT FORM

CONTACT INFORMATION (Optional)

Date 11/14/17

Name Bill Coavell

Phone

Email

Address

Would you like to receive email updates? ☒ Yes or No

TRANSPORTATION CONSIDERATIONS

What are the transportation issues on SR-248 between SR-224 and US-40?

- ① Protect Rail Trail
- ② Build underpass at High School
- ③ Traffic control at High School (police) when exiting parking area when school is out

ENVIRONMENTAL CONSIDERATIONS

What environmental resources in your community are important to you?

Slow growth

GIS Scroll Plot Comments

224-Bonanza Section Comments

No cars on Main Street (micro buses) - Look at Cambridge & Zermatt.
 Pedestrianize Main Street and only allow Micro-Buses.
 No cars on Main Street.
 Computerize traffic signals based on real time traffic. +1
 Can this be expedited to be improved by summer 2018? We have waited long enough!
 Trail connection behind Snow Creek [Drive].
 Speeds too high [arrows pointing either way on SR 248].
 Pedestrian crossing here [in-between Snow Creek Drive and Park City Cemetery].
 Need to limit number of cars into town, not increase capacity!!
 RE: ↑ AGREE, also don't increase high school capacity. Build another HS out of city limits.
 RE: ↑ This parking cost [rises] as you get closer to the center of town.
 Accept higher density housing to reduce number of workers driving in.
 Incentivize people to park and ride! Partner with Vail - give people something ex: discount food on the mountain.

Bonanza Intersection Comments

Roundabouts are a terror for pedestrians (and cyclists) [SR 248 and Bonanza].
 Round about [SR 248] and Bonanza.
 Hazard to pedestrians [SR 248].
 Right turn pedestrians dangerous [SR 248 and Bonanza].
 Round about [Bonanza and Prospector intersection]. +6
 Round-a-bout YES [Bonanza and Prospector intersection]. +1
 Impossible. Hard to turn left onto Bonanza during busy times.
 Kearns and Bonanza: Make it a transit center. For both busses and Tax.

Sidewinder Intersection Comments

Traffic light or roundabout.
 People buzz the right lane/reduce ion[?] is bad.
 Left turn from Sidewinder to 248 is a challenge. Often leads to traffic back- up.

Corridor between Bonanza and Comstock

Move Schools!
 Move high school out of PC proper.
 Difficulty to leave school lot.
 Research reversible lanes.
 Really? A whole cross walk for a religious group?
 Re: ↑ Tunnel? +6
 Move seminary.
 Move the seminary.
 Get rid of the [seminary] cross walk. +5
 RE: ↑ Yes, for sure!!!
 Get rid of [seminary] cross walk. Possible solution: Overhead walkway bridge for pedestrians.
 Do kids really need to commute to High School? We pay for schools bus, let them take it! +2
 Skiers already parking here [near Prospector and Sidewinder intersection] as there is no room for more cars in
 Build a pedestrian bridge for seminary/residents.
 Roundabout [at exit to high school].
 Put seminary on same side of Kearns as PCHS. +1
 Frontage road along school.
 Re: ↑ Not a bad idea.
 Frontage road for school campus. +1



Sr248 Improved <sr248improved@utah.gov>

sr 248 improved

1 message

sandra bergland <[REDACTED]>
To: sr248improved@utah.gov

Tue, Nov 14, 2017 at 2:41 PM

To UDOT

I am a resident of prospector. I live at [REDACTED] My back fence is north facing. I witness the east and west bound flow of traffic daily. I know that there is a need for improvements to the current road. However, The "improvements" to 248 concern me. After reading the reports, I would like to give my feedback, opinion, suggestions during this time of Scoping.

My Concerns:

1. Rail Trail
2. Noise (Environmental)
3. Public Transportation
4. Metering Traffic In/West Bound and Out/East bound

1. Rail Trail

DO NOT CHANGE IT! It is important for Tourism, Recreation, environmental concerns (noise, wetlands, hazardous waste)

2. Noise

With the widening of the road there will be more traffic and more Noise. There has been mention of a noise wall in past studies. Have you considered a landscaped 5'-6' Earth berm from Cooke dr to Wyatt Earp on the south side of 248? It could be built with a supporting wall facing north on the south side of the 248 using the same design as the tunnel walls? If a cut out happens between Wyatt Earp and Richardson flat, could you use the cut out dirt to fill the earth berm?

3. Public Transportation

Parking at Richardson Flat is inevitable for traffic mitigation within city limits. There should be a sole bus lane to and from Richardson flat to Comstock or Bonanza. The Bus Lane will promote public transit as it passes traffic in the slow lane. VMS and ITS systems on the 40 to encourage public transit, parking at Richardson Flat and/or using the Mayflower lift at Deer Valley. Maybe the Bus lane shared with HOV lane?

4. Metering Traffic In/West Bound and Out/East bound

In/west Bound traffic

Metering- Inbound traffic should already be merged or metered before it gets to Richardson Flat road. Widening the off ramps and widening west/east bound 248 should be considered. Including a metering light system at the 40 all directions , Round Valley dr, and Richardson flat Rd. Using ITS or VMS systems on the 40 and the east side of the 248 to encourage parking at richardson flat. If you control the traffic before richardson flat, there may be no need for an extra lane inbound.

HOV lane with a +3 policy starting on the 40 off ramps and inbound from Kamas on the 248 merging with the bus lane at richardson flat.

School District- The School district should be held responsible for not promoting nor encouraging bus usage and public transportation for students. For the betterment of the community, they should be ask to provide/build a right turn lane at the beginning of the campus onto campus for student drop off.

Cooke Dr tunnel **YES!!!!**

Speed Limit - 35 mph starting at Richardson Flat Rd

Out/East bound traffic

Widening- The road should be widened from Sidewinder to Richardson Flat Rd to get traffic and Busses out of the city. AND Widening at the 40 intersection to get people on the highway. With the Widening there MUST be NOISE Prevention and public transit!!!

Speed Limit - 35 mph until Richardson Flat Rd

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- Although we are not excited about increasing the capacity of the Kearns Blvd corridor, we can suggest that that the addition of a second underground pedestrian crossing at the Cooke Dr. location, in place of the HAWK signal, would certainly improve traffic flow and add to pedestrian / vehicular safety. We also believe, that a round-about at Kearns Blvd and Wyatt Earp Way would be much preferred over a stop and go signal. Again, this would help improve traffic flow.

We in Prospector Park HOA neighborhood would very much appreciate the SR-248 Project Team taking these points into consideration in your planning.

As a neighborhood, we have a lot of variety of residents. But as a group, we hold many common values. We treasure our neighborhood. It is where we live and raise our children. We care about "walkability". We value pedestrian safety and the ability of old and young to be able to ride their bicycles in a safe environment.

Thank you in advance for your consideration of our concerns.

Sincerely,

 TPG
2017.11.14
17:03:56
-06'00'

Tim Govin



for the Prospector Park HOA

cc: Andy Beerman, Mayor-elect

A. Remove the bike lane. I am a biker, and I use the Rail Trail to access trails, including those in Round Valley using the underpass already in place. My husband is a road biker, and for longer excursions to the Kamas Valley, he has stopped using Route 248 altogether. Instead, he takes the Rail Trail to Richardson Flat Road, and proceeds from there. I do not think it would be unreasonable to promote the Rail Trail as providing better and safer access for all forms of biking. Using up valuable real estate on the main highway for a bike lane is superfluous given the Rail Trail alternative.

B. Restripe the road and provide appropriate signage for 3 lanes of traffic, with 2 of the three lanes assigned to incoming traffic in the morning and outgoing traffic in the evenings. Alternatively, assign one lane each to incoming and outgoing traffic, respectively, with the 3rd lane being assigned exclusively to bus, airport shuttle, Uber, and HOV traffic.

C. **Installing more pedestrian underpasses, particularly at the High School**, at the Bonanza Dr. intersection, and at the Kearns/224 intersection. This would greatly reduce the amount of pedestrian traffic, dangerous jaywalking and eliminate the traffic bottlenecks, which are particularly acute at the High School. In addition, build drop off points on both sides of 248 for school buses; this would eliminate the need for buses coming from town to have to cross over 248 and turn into the high school property. The kids can instead unload on the right side of the street and use the pedestrian underpass to get to school.

D. Heavily promote the use of and even the expansion of the Park 'n Ride lot in Richardson Flats, where commuters can park their cars and use free/cheap shuttle buses to get to town.

E. Consider charging tolls for non-residents that choose to drive in to Park City rather than take a free shuttle bus. Many out of town parents drive their kids to school. Many visitors do not understand the dearth of parking and drive in, circle around, get discouraged and leave. Sometimes they park illegally.

F. Sidewinder is a residential street and should never be used by commuters, no matter the time of day. Go sit at the 4 way intersection on Comstock at 5:30. Every other car roars down Sidewinder to avoid the light on Comstock at Kearns. The police enforce in the mornings at Wyatt Earp but we need signage and enforcement in the evenings at the 4 way.

4. The Wetlands and the Silver Creek Waterway Must Be Conserved

In addition to being wonderful open spaces full of life and beauty, these natural areas are vital to our quality of life. The roadway can only be expanded in width by impinging or even destroying these wild spaces, transforming our side of the city into one large offramp, destroying our property value, and demising the life-enhancing qualities of the Rail Trail environment.



Sr248 Improved <sr248improved@utah.gov>

New Message (sent by contact form at UDOT S.R. 248)

1 message

no-reply@www.udot.utah.gov <no-reply@www.udot.utah.gov>
To: sr248improved@utah.gov

Wed, Nov 15, 2017 at 10:44 AM

What are the transportation issues on SR-248 between SR-224 and US-40?: There is a significant clog that will only get worse as the community grows and as tourism continues to grow. The clog is first thing in the morning due to school and skier traffic. Same thing at the end of the day.

What environmental resources in your community are important to you?: We have a significant amount of wildlife along the rail trail. I worry about disturbing their habitat. Also, the stream that contains life and all the natural landscape. We live right off the rail trail and have the pleasure to see all the incredible creatures and life around this landmark.

What issues related to SR-248 are important to you?: I believe it will be important to look into expanding the 248 corridor and looking into reversible lanes. Also, there must be something done immediately about the overflow traffic that is going through the neighborhood to bypass. There are WAY too many cars and going WAY too fast- past 4 preschools!! I believe in a school lane coming into town for the 3 schools along 248/Kearns. **The LDS must pay for a tunnel to get their students back and forth between the school and the church for their class.** That is a HUGE issue those kids going back and forth on the road. Also, HUGE clog and issue around the Kearns/Bonanza section-- that area needs a very expansive round-a-bout



Sr248 Improved <sr248improved@utah.gov>

Homeowner Input for UDOT S.R. 248

1 message

J Bond <[REDACTED]>
To: sr248improved@utah.gov

Thu, Nov 16, 2017 at 3:47 PM

To Whom it May Concern:

I own the home at [REDACTED]. My backyard property line abuts the Rail Trail. In addition to the comments submitted by the Prospector Park HOA, I respectfully request to submit my own.

Here they are, in priority order:

1. Rail Trail Must Remain Protected

I know that you think this is not an issue to be concerned about, but I think any alteration of the current status of the Rail Trail will forever and irrevocably destroy not only the livability of the Prospector neighborhood, but all of Park City. So many people from all over town use this trail that it is inconceivable that any traffic-related justification would ever be convincing enough to warrant its destruction. And let it be known that I have a very personal dog in this hunt as my newly-purchased home abuts the Rail Trail. I don't need to tell you how my property value would be adversely affected by the installation of a bus lane going through my backyard, and I think I speak for all homeowners (and businesses) along the entire corridor.

2. The 248 Corridor Must Never Become an Alternative/Adjunct for the Primary Entrance (Route 224) to Park City

I think it would be impossible to forcefully reroute commuters to Park City coming from the Heber Valley, Kamas Valley, and all of the residences either already built or being contemplated in various locations that would use the same ingress route to Park City. That cat is already out of the bag, and future increases in traffic volume from those sources must be planned for. What scares me is the impact on the ambiance, livability, and air quality of our side of the city if Route 248 was expanded to the point where it became a viable alternative to commuters and visitors coming from the Salt Lake Valley. And horrors of all horrors, if it became an ingress route equal in size to Route 224, the resulting traffic volumes (not to mention the effects on Prospector from the volume of "cheaters" who would illegally use Sidewinder) would directly affect all of us, especially kids trying to get to the schools. The colossal traffic jams beyond what already occurs around the schools during peak use hours is beyond comprehension, and represents a clear and present danger to safety.

3. Alternatives to Expanding the 248 Roadway Must be Implemented First

The need to accommodate increasing local commuter traffic notwithstanding, we must do all we can to provide alternatives to adding more lanes of traffic. It is my belief we can handle the volume to come within the existing roadbed by doing the following:

A. Remove the bike lane. I am a biker, and I use the Rail Trail to access trails, including those in Round Valley using the underpass already in place. My husband is a road biker, and for longer excursions to the Kamas Valley, he has stopped using Route 248 altogether. Instead, he takes the Rail Trail to Richardson Flat Road, and proceeds from there. I do not think it would be unreasonable to promote the Rail Trail as providing better and safer access for all forms of biking. Using up valuable real estate on the main highway for a bike lane is superfluous given the Rail Trail alternative.

B. Restripe the road and provide appropriate signage for 3 lanes of traffic, with 2 of the three lanes assigned to incoming traffic in the morning and outgoing traffic in the evenings. Alternatively, assign one lane each to incoming and outgoing traffic, respectively, with the 3rd lane being assigned exclusively to bus, airport shuttle, Uber, and HOV traffic.

C. Installing more pedestrian underpasses, particularly at the High School, at the Bonanza Dr. intersection, and at the Kearns/224 intersection. This would greatly reduce the amount of pedestrian traffic, dangerous jaywalking and eliminate the traffic bottlenecks, which are particularly acute at the High School. In addition, build drop off points on both sides of 248 for school buses; this would eliminate the need for buses coming from town to have to cross over 248 and turn into the high school property. The kids can instead unload on the right side of the street and use the pedestrian underpass to get to school.

D. Heavily promote the use of and even the expansion of the Park 'n Ride lot in Richardson Flats, where commuters can park their cars and use free/cheap shuttle busses traveling in a bus lane to get to and from town. Oh, how many cities I

228

155



Sr248 Improved <sr248improved@utah.gov>

My suggestions

1 message

Joe Feely <[REDACTED]>
To: sr248improved@utah.gov

Sat, Nov 18, 2017 at 9:41 AM

I sympathize with the concerns of residents in Park City who live near Route 248. But I am convinced that they are mistaken in opposing the expansion of the highway to accommodate the increasing traffic. I lived in the Washington, DC area for many years, and the argument that failing to provide adequate highways will somehow prevent more people from coming to our town has been shown to be greatly mistaken in Northern Virginia. When Route 66 was built inside the Washington beltway in the early 1980's, it was built with only 2 lanes in each direction. That was a political compromise that has been regretted ever since because of the grid lock on the Route 66 corridor. Failing to adequately build highways didn't stop the explosive growth in Northern Virginia. It simply made life miserable for millions of Virginians when they commute to and from work.

When we look at the planned housing construction projects in Summit County, we can see that a lot more people are going to be living here soon. Economic activity in and around our city is bringing more vehicular traffic, and it is only going to get worse if we don't increase the capacity of our highways. My recommendation is to increase the capacity of Route 248 so it has 2 lanes in both directions from Route 40 to S.R. 224. **I would also install an underground walkway in front of Park City High School.** While there would be a benefit to installing reversible lanes on Route 248, this would be a temporary solution that would eventually have to be revisited. I would prefer to solve the problem in a more permanent manner, rather than incur the expense and disruption of construction a second time in the not too distant future.

I've seen the problems caused by traffic jams of skiers approaching or leaving the resorts in bad weather. The stalled traffic on Route 248 causes back ups throughout the city and needs to be remedied. Mass transit proposals aren't easily implemented, are very expensive and probably won't work. They haven't worked very well in Northern Virginia.

Ignoring the traffic problem on Route 248 isn't going to make it go away. I hope that UDOT will do the right thing and build the needed lanes on Route 248 in the areas where they are missing.

F. Joseph Feely III
[REDACTED]



Sr248 Improved <sr248improved@utah.gov>

New Message (sent by contact form at UDOT S.R. 248)

4 messages

no-reply@www.udot.utah.gov <no-reply@www.udot.utah.gov>

Mon, Nov 20, 2017 at 10:17 AM

To: sr248improved@utah.gov

What are the transportation issues on SR-248 between SR-224 and US-40?: I live on Doc Holiday Drive and our backyard faces SR-248. Traffic noise on SR-248 is LOUD (lots of trucks in addition to heavy car traffic) and pretty constant until late at night, and with so many vehicles, I'm sure the air quality along SR-248 is no the greatest. Also, it's very difficult to turn left out of our Prospector neighborhood onto 248 because of heavy traffic. This heavy traffic also makes for very slow going at times (e.g. in the AM, when the schools let out in the afternoons, and in the early evenings when a lot of people get off work). The pedestrian crossing light at the high school slows traffic down greatly.

What environmental resources in your community are important to you?: The Rail Trail for recreational use is HUGLEY important to me. I have lived in the Prospector neighborhood for almost 14 years and know that this trail is heavily used for recreational purposes. I think it actually reduces traffic on SR 248 because with the Rail Trail so close to so many residences, lots of people can access recreation without having to get in their vehicles to drive to trail heads. Also, I know that there is a lot of wildlife around the Rail Trail, so protecting this environment from development is very important to me.

What issues related to SR-248 are important to you?: Reducing traffic! I think UDOT should not do anything to encourage MORE vehicle traffic on SR-248: there is already too much noise and congestion (and probably air pollution) now. That said, I would be in favor of reverse traffic lanes to accommodate peak traffic instead of widening the road. **And a way for people to cross SR-248 at the High School without having to stop traffic (e.g. a tunnel under SR-248 OR a bridge over).** Also, I think something should be done to encourage people to get on a bus to come into town instead of driving all the way in.

no-reply@www.udot.utah.gov <no-reply@www.udot.utah.gov>

Mon, Nov 20, 2017 at 1:15 PM

To: sr248improved@utah.gov

What are the transportation issues on SR-248 between SR-224 and US-40?: The issue is that we study things to death and don't do anything. The fact that this isn't going to be decided upon until the Spring of 2019 is sad. Analysis by Paralysis.

What environmental resources in your community are important to you?: The traffic is what it is. I need my car for work on a daily basis as I am in sales and travel about many times a day. Public transportation isn't going to change things.

What issues related to SR-248 are important to you?: This is a very simple process. Use the existing lanes and make them reversible. The other thing that should be done is putting the cross walk by the high school under ground and eliminating the Flashing Red Lights

no-reply@www.udot.utah.gov <no-reply@www.udot.utah.gov>

Mon, Nov 20, 2017 at 9:07 PM

To: sr248improved@utah.gov

What are the transportation issues on SR-248 between SR-224 and US-40?: Too many vehicles

What environmental resources in your community are important to you?: All of them. Please don't pave over paradise

no-reply@www.udot.utah.gov <no-reply@www.udot.utah.gov>

Mon, Nov 20, 2017 at 9:13 PM

To: sr248improved@utah.gov

What are the transportation issues on SR-248 between SR-224 and US-40?: Too many incoming vehicles with nowhere to go

What environmental resources in your community are important to you?: All of them especially open space

What issues related to SR-248 are important to you?: That we don't widen it only to create access for too many cars into a dead end



Sr248 Improved <sr248improved@utah.gov>

248

1 message

Tim Jeffrey <[REDACTED]>
To: sr248improved@utah.gov

Wed, Nov 22, 2017 at 8:16 AM

1. Build a bridge or tunnel at the high school crosswalk. That light with all the pedestrians really slows things down. If you build a bridge it has to look nice as an entry way into town - not like the one over I80 by McDonalds. Something that goes with our mining tradition or like the Town Lift bridge - lots of wood.
2. Time to think big and bring rail. If Zermatt, Switzerland can do it, so can we! <https://www.gornergratbahn.ch/en/winter/>
People don't take the bus because it's slow.
3. No more lanes. More lanes only encourages more cars and we'll be having this discussion again in 10 years.

Thanks.



Sr248 Improved <sr248improved@utah.gov>

Park City roads

1 message

patty schloesser <[REDACTED]>
To: sr248improved@utah.gov

Sun, Nov 26, 2017 at 2:42 PM

Hello,

I recently read the Park Record article about widening 248. I also read that some individuals say it is not a problem. Living close to 248 I travel from Quinn's Junction to the city several times per week. It is a big problem. Sometimes the traffic is backed up all the way from the dog park to the high school. It does help that after the high school the road becomes four lanes.

I feel strongly 248 needs to be four lanes with a center turn lane and longer right turn lanes. I do not feel it is necessary to have two bus lanes in the middle or on the side. I believe the two additional lanes in both direction would be sufficient to handle the traffic.

Other improvements would be to add an overhead walkway for students to use thus or another tunnel. The light at Bonanza and Kearns Blvd needs to be adjusted to allow more cars to be able to turn left from Kearns onto Bonanza.

Please widen 248 from the point it becomes a two lane to beyond the high school where again it becomes four lanes. It is needed so that our travel to appointments and recreation in Park City can be done in a timely manner.

Thank you

Mary Schloesser

**Sr248 Improved** <sr248improved@utah.gov>

Rush hour traffic

1 message

Rush Hawkins <[REDACTED]>
To: sr248improved@utah.gov

Wed, Nov 29, 2017 at 1:27 PM

Hey guys,

I'm not sure if we need another pedestrian tunnel or bridge for school traffic, but between the pedestrian traffic and the stop lights, something needs to be done to address the traffic that effects us. Having traffic backups as bad as they have been this year in the shoulder and off-season is a bit ridiculous. When the busy season is upon us, the traffic will be relentless.

Thank you!

Rush

Rush Hawkins
[REDACTED]
[REDACTED]



Sr248 Improved <sr248improved@utah.gov>

New Message (sent by contact form at UDOT S.R. 248)

1 message

no-reply@www.udot.utah.gov <no-reply@www.udot.utah.gov>

Fri, Dec 1, 2017 at 3:11 PM

To: sr248improved@utah.gov

What are the transportation issues on SR-248 between SR-224 and US-40?: I would try to get dedicated bus lanes with adequate parking at quinn's junction.

What environmental resources in your community are important to you?: I like the rail trail, with it's access to mnt. bike trails.

What issues related to SR-248 are important to you?: Traffic around the junior high and high school are problematic. It would be nice to have a bridge for pedestrian traffic over 248.



Sr248 Improved <sr248improved@utah.gov>

New Message (sent by contact form at UDOT S.R. 248)

1 message

no-reply@www.udot.utah.gov <no-reply@www.udot.utah.gov>

Tue, Dec 5, 2017 at 4:08 PM

To: sr248improved@utah.gov

What are the transportation issues on SR-248 between SR-224 and US-40?: Expanding SR248 to four lanes (two in each direction) from Bonanza to US-40 with a center lane for buses, **plus installing a tunnel for student crossing at the high school is the best and least disruptive solution**. You should not always prefer the cheapest solution.

What environmental resources in your community are important to you?: The rail trail must be preserved!!! Do not make it motorized in any way!!! It is one of our most valuable community resources!!!

What issues related to SR-248 are important to you?: Do not use the rail trail for any motorized traffic.



Sr248 Improved <sr248improved@utah.gov>

feedback for 248

message

Deanie Wimmer <[REDACTED]>

Tue, Jan 2, 2018 at 9:18 AM

To: "sr248improved@utah.gov" <sr248improved@utah.gov>

Hi,

I realize my comments come a few days after the deadline, but with the holidays, it got lost on the priority list.

I'd like to submit nonetheless because I drive this stretch every day and I am perpetually frustrated by traffic.

My priorities are:

--access to schools

--protecting the rail trail from any motorized use

--getting another pedestrian tunnel for the high school, seminary and residents of the apartments so traffic can flow without stopping for each individual crossing the street.

Thank you for your time

Deanie Wimmer



14 November 2017

SR-248 Improvement Team

RE: November 14th Scoping Meeting

Dear SR-248 Project Team

As the representative for the Prospector Park HOA in the Stakeholder Working Group, I have been active within the neighborhood collecting opinions, desires and concerns regarding the upcoming improvements to Kearns Blvd.

The Prospector Park HOA residents are all very keen to be informed and to keep a close watch on these activities as they will play a major role in affecting the integrity of one of the few family neighborhoods in Park City proper.

In a meeting we held this week to discuss these issues, there was overwhelming support for the following three concepts.

- The Rail Trail should remain a recreational treasure for the people of Park City and its many visitors.
- We recognize there is a strong desire to increase the capacity of SR-248 through Park City. We would request that the Project Team also recognize that a significant portion of this corridor runs alongside many family residences. We are not excited about increasing traffic on SR-248. *Rather, we would much prefer to see actions that the PCMA and UDOT could take to reduce traffic.* As such, we would like to suggest that UDOT consider a plan that would give priority along the SR-248 corridor to public transit (buses). *For example,* if the project created two lanes in each direction, but with one lane each way restricted to public transit, those that choose to drive themselves would learn (through direct observation of buses passing them by) that public transit is a better selection and would therefore be inclined to change their preferred mode of travel in and out of town.

- Although we are not excited about increasing the capacity of the Kearns Blvd corridor, we can suggest that that the addition of a second underground pedestrian crossing at the Cooke Dr. location, in place of the HAWK signal, would certainly improve traffic flow and add to pedestrian / vehicular safety. We also believe, that a round-about at Kearns Blvd and Wyatt Earp Way would be much preferred over a stop and go signal. Again, this would help improve traffic flow.

We in Prospector Park HOA neighborhood would very much appreciate the SR-248 Project Team taking these points into consideration in your planning.

As a neighborhood, we have a lot of variety of residents. But as a group, we hold many common values. We treasure our neighborhood. It is where we live and raise our children. We care about "walkability". We value pedestrian safety and the ability of old and young to be able to ride their bicycles in a safe environment.

Thank you in advance for your consideration of our concerns.

Sincerely,



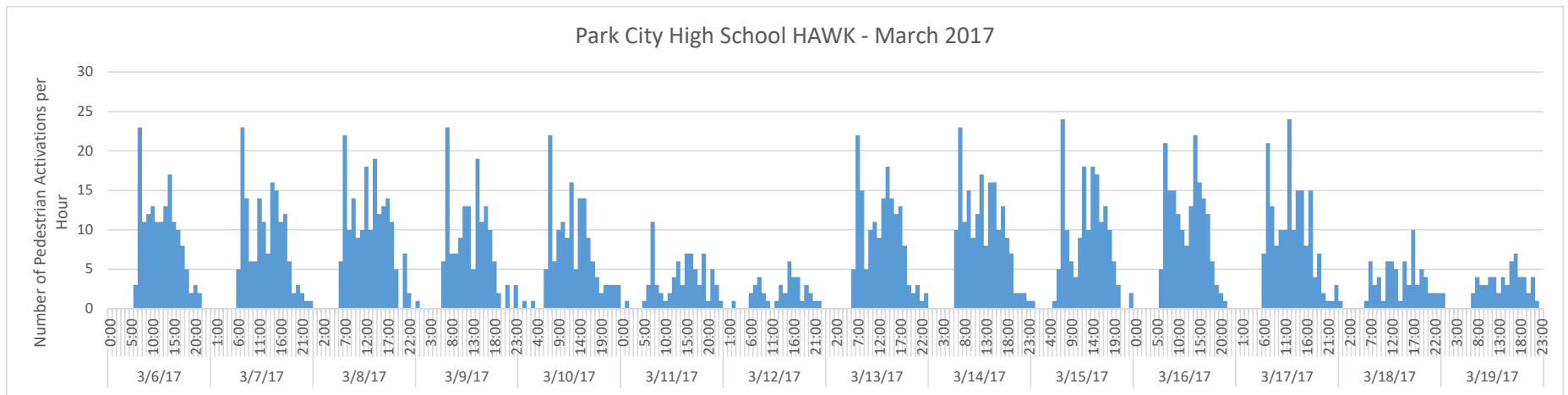
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Tim Govin

for the Prospector Park HOA

cc: Andy Beerman, Mayor-elect

HAWK Signal Actuations



VEHICLE DELAY BENEFITS

Peak Hour	Avg. Pedestrian Actuations	Signal Cycle Length (s)	Peak Hour Volume (vph)	Total Peak Hour Delay/Veh (s)	Truck %	Vehicle Delay/Day (hr)	Pass Vehicle Delay/School Year (hr)	Truck Delay/School Year (hr)	Pass Vehicle Cost of Delay/School Year	Truck Cost of Delay/School Year	Utah Cost of Delay/School Year	Park City Cost of Delay/School Year
7-8am	23	156.5	1406	6.5	3%	2.54	443.24	13.71	\$8,244	\$1,268	\$9,512	\$13,732
8-9am	12	300	1352	4.4	3%	1.65	288.52	8.92	\$5,366	\$825	\$6,192	\$8,939
2:45-3:45pm	15	240	1336	4.8	3%	1.78	311.02	9.62	\$5,785	\$890	\$6,675	\$9,636
3:45-4:45pm	12	300	1555	5.0	3%	2.16	377.09	11.66	\$7,014	\$1,079	\$8,093	\$11,683
Totals						8.13	1419.87	43.91	\$26,410	\$4,062	\$30,472	\$43,989
										20-Year Cost of Delay	\$609,430	\$879,786

UDOT Safety Programs Benefit/Cost Worksheet

State Route/ FAU Route/ FAS Route/ Local Route	Location	Beginning Accum. MP	Ending Accum. MP	Jurisdiction	Study Period Begins	Study Period Ends
0248	Park City High School			UDOT	1/1/2010	12/31/2017
Description of Proposed Work:		Pedestrian Underpass :https://safety.fhwa.dot.gov/ped_bike/tools_solve/ped_tctpepc/				

Crash Severity Distribution	Collision Description										Totals
	HAWK Related Crashes (Front- to-Rear)										
Study Period: Number of Crashes	Fatal	5	0								
		4	0								
	Injury	3	0								
		2	3								3
	PDO	1	4								4
Total			7	0	0	0	0	0	0	0	7
Crash Modification Factors (CMF)	Fatal	5	0.14								0.14
		4	0.14								0.14
	Injury	3	0.14								0.14
		2	0.14								0.14
	PDO	1	0.14								0.14
Estimated Reduction in Crashes	Fatal	5									
		4									
	Injury	3									
		2	2.58								2.58
	PDO	1	3.44								3.44
Total			6.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.02

Year (Project Construction)	2018	Crash Severity	Est. Red. of Crashes (Total)	Est. Annual Red. of Crashes	Average Cost per Crash (FHWA)*	Estimated Annual Cost Saving (Benefit)
Project Cost (exclude Right of Way)		5			\$ 2,024,700	
Right of Way Cost	\$0.00	4			\$ 2,024,700	
		3			\$ 126,400	
CAPITAL RECOVERY		2	2.58	0.32	\$ 64,500	\$ 20,794
Discount Rate	3.0%	1	3.44	0.43	\$ 3,300	\$ 1,419
Project Service Life (yrs)	20	Total	6.02	0.75		\$ 22,213

B/C=

Using present worth values:

$$\text{Benefit} = \$330,468.04$$

$$\text{Cost} = \$0.00$$

**Severe Crashes
Reduced (Ann.)**

0.00

Change only yellow-shaded boxes. Crash Modification Factors and Service Life values are from Utah Crash Modification Factors spreadsheet. Contact W. Scott Jones if you have questions.



*Note: To keep results from updated yearly, break the link between this sheet and the KABCO sheet attached. OR change B6 on the AIS sheet to the current year.



Demographic and Income Profile

Park City, UT
Park City, UT (4958070)
Geography: Place

Prepared by Jeffrey B. Jones, AICP

Summary	Census 2010		2017		2022			
Population	7,558		8,320		8,948			
Households	2,885		3,160		3,387			
Families	1,742		1,876		1,997			
Average Household Size	2.60		2.62		2.63			
Owner Occupied Housing Units	1,775		1,894		2,040			
Renter Occupied Housing Units	1,110		1,265		1,347			
Median Age	37.5		39.3		40.6			
Trends: 2017 - 2022 Annual Rate	Area		State		National			
Population	1.47%		1.61%		0.83%			
Households	1.40%		1.53%		0.79%			
Families	1.26%		1.48%		0.71%			
Owner HHs	1.50%		1.57%		0.72%			
Median Household Income	0.96%		2.55%		2.12%			
Households by Income	2017			2022				
	Number		Percent	Number		Percent		
	<\$15,000		120	3.8%	88	2.6%		
	\$15,000 - \$24,999		133	4.2%	97	2.9%		
	\$25,000 - \$34,999		145	4.6%	107	3.2%		
	\$35,000 - \$49,999		288	9.1%	215	6.3%		
	\$50,000 - \$74,999		425	13.4%	507	15.0%		
	\$75,000 - \$99,999		566	17.9%	697	20.6%		
	\$100,000 - \$149,999		587	18.6%	672	19.8%		
	\$150,000 - \$199,999		296	9.4%	335	9.9%		
\$200,000+		600	19.0%	668	19.7%			
Median Household Income			\$94,518		\$99,120			
Average Household Income			\$134,647		\$147,713			
Per Capita Income			\$51,122		\$55,847			
Population by Age	Census 2010		2017		2022			
	Number	Percent	Number	Percent	Number	Percent		
	0 - 4		411	5.4%	420	5.0%	460	5.1%
	5 - 9		435	5.8%	447	5.4%	425	4.7%
	10 - 14		455	6.0%	494	5.9%	467	5.2%
	15 - 19		436	5.8%	481	5.8%	443	4.9%
	20 - 24		544	7.2%	495	5.9%	526	5.9%
	25 - 34		1,238	16.4%	1,302	15.6%	1,392	15.6%
	35 - 44		1,084	14.3%	1,139	13.7%	1,293	14.4%
	45 - 54		1,205	15.9%	1,205	14.5%	1,129	12.6%
	55 - 64		1,097	14.5%	1,289	15.5%	1,328	14.8%
	65 - 74		481	6.4%	780	9.4%	1,035	11.6%
	75 - 84		138	1.8%	221	2.7%	380	4.2%
	85+		34	0.4%	48	0.6%	72	0.8%
	Race and Ethnicity	Census 2010		2017		2022		
Number		Percent	Number	Percent	Number	Percent		
White Alone		6,120	81.0%	6,604	79.4%	6,992	78.1%	
Black Alone		49	0.6%	68	0.8%	89	1.0%	
American Indian Alone		26	0.3%	32	0.4%	39	0.4%	
Asian Alone		156	2.1%	249	3.0%	328	3.7%	
Pacific Islander Alone		19	0.3%	29	0.3%	35	0.4%	
Some Other Race Alone		1,017	13.5%	1,129	13.6%	1,218	13.6%	
Two or More Races		171	2.3%	209	2.5%	247	2.8%	
Hispanic Origin (Any Race)		1,819	24.1%	2,029	24.4%	2,264	25.3%	

Data Note: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2017 and 2022.

169

July 10, 2017

TECHNICAL MEMORANDUM

Cost Per Hour and Value of Time Calculations for Passenger Vehicles and Commercial Trucks for Use in the Urban Mobility Study

by

David Ellis

Texas Transportation Institute

Introduction

Value of time as commonly used in the context of calculating congestion cost is an estimate of the average differential cost of the extra travel time as a result of the congestion. For personal travel, value of time is the sum of the driver's perceived value of time plus the value of the extra fuel that is consumed in congested conditions. For commercial trucks, value of time is expressed as the wage rate of the driver plus the various operating cost components associated with the truck or tractor-trailer. The sum of these costs, multiplied by the hours of delay, result in the total congestion cost. In the case of personal travel, the value of time eventually accrues to the vehicle (value of time $\times$ average vehicle occupancy). For commercial vehicles, the value of time represents the operating cost to the truck owner. This memorandum summarizes the components of each cost estimate and the values used in the Texas Congestion Index and Urban Mobility Study (UMS) calculations.

Current Methodology for Passenger Vehicles

A speed choice model developed by Chui and McFarland (1986) of the Texas Transportation Institute (TTI) is used by the Texas Department of Transportation. The model derives its utility from the notion that speed is regarded as one of the most important factors in any traveler's choice. Travel time is directly related to the choice of speed that one chooses to travel. The first attempts to discern any relationship between speed and the value of travel time were by Mohring (1965, 1976). The speed choice model assumes that a rational driver chooses to drive at a speed which minimizes his or her total trip cost, i.e., a speed at which his or her marginal cost is equal to or less than the marginal benefit.

The travel characteristics in Texas during the development of the speed choice model included a relatively small number of toll roads and small percentage of people using mass transit systems in Texas. The model was developed to analyze the nature of traffic in Texas at that time. More or less the same conditions exist today with the exception of a significant increase in truck traffic in some border areas and the I-35 corridor as a result of the North American Free Trade Agreement. The model provides travel time value estimates that are in line with other models used by the other states. Daniels, Ellis, and Stockton (1999) provided the details of the values used by other states through a telephone survey. The results reported in their study are presented in Table 1.

Table 1. Value of Time Used by States

State	Automobiles (1997 \$)
North Carolina	\$8.70
New York	\$9.00
Florida	\$11.12
Georgia	\$11.65
Texas	\$11.97
Virginia	\$11.97
California	\$12.10
Pennsylvania	\$12.20
Washington	\$12.51
Ohio	\$12.60
Mean	\$11.26

Table 2 takes the \$11.97 value of time shown for Texas in Table 1 and adjusts it for inflation by the Consumer Price Index back to 1982 as well as forward to 2006. Values of time for past and future years derived from the 1997 base year are as follows:

Table 2: Value of Passenger Car Time

Year	Value of Time
1982	\$7.20
1983	\$7.45
1984	\$7.75
1985	\$8.00
1986	\$8.20
1987	\$8.50
1988	\$8.80
1989	\$9.25
1990	\$10.00
1991	\$10.25
1992	\$10.50
1993	\$10.75
1994	\$11.05
1995	\$11.40
1996	\$11.70
1997	\$12.00
1998	\$12.15
1999	\$12.40
2000	\$12.85
2001	\$13.25
2002	\$13.45
2003	\$13.75
2004	\$14.10
2005	\$14.60
2006	\$15.04

Park City School District and Park City Municipal Corporation SR-248 Tunnel Memorandum of Understanding

This Memorandum of Understanding is made and entered into this 21 day of August 2018, by and between the Park City School District (PCSD) and Park City Municipal Corporation (PCMC) (jointly referred to herein as the Parties).

Purpose. The purpose of memorandum is to clarify the understanding and responsibilities of PCSD and PCMC regarding the construction and ongoing maintenance of a tunnel under SR-248 that will replace the existing High Intensity Activated Signal (HAWK) beacon crossing. The future tunnel crossing location is at mile post 0.8 on SR-248 which is southwest of the Cooke Drive southern access and adjacent to the entrance into the high school Kearns campus (Figure A).

PCSD and PCMC agree to use best efforts to adhere to the following:

Whereas, the 2016 Utah Department of Transportation (UDOT), Region Two Concept Report for SR-248 recommended a pedestrian underpass in this location as a potential project improvement; and

Whereas, both parties recognize that a tunnel underpass across SR-248 will provide for a higher level of safety and connectivity for school students as well as the community at-large to access adjacent destinations; and

Whereas, regional collaboration and partnerships for improved transportation solutions are high priorities for both Parties; and

Whereas, both Parties recognize that traffic congestion along SR-248 is a community issue that requires community collaboration; and

Therefore, the Parties agree to the following:

1. Both Parties agree that as part of broader SR-248 corridor improvements, a tunnel underpass is necessary, which will assist in safely and efficiently promoting pedestrian and bicycle circulation across SR-248. The parties agree to work cooperatively to accomplish the following tasks:
 - a. Provide for the best possible pedestrian and bicycle facility, as well as improve pedestrian and traffic circulation and safety within the school zone.
 - b. Work with UDOT to aid in traffic mitigation efforts.
 - c. Monitor the effects that the HAWK signal removal has on ingress/egress movements by school buses at the parking lot access locations and work with UDOT to determine an

adequate mitigation measure to be implemented. Funding of mitigation measure shall be determined through further discussion with PCSD, UDOT and PCMC.

2. In addition to the terms below, PCMC agrees to cover the total cost of design, utility relocation and construction of the tunnel. Additionally, PCMC will acquire the associated permits from UDOT.
3. PCSD will grant easements for the following:
 - a. Storm, Pedestrian Access and Maintenance Easement – For the purposes of maintaining the tunnel improvements and related infrastructure. This easement will provide access as shown (“Storm, Pedestrian Access and Maintenance Easement Exhibit A”) onto the school property by Park City municipal personnel. To capture and treat the stormwater runoff within the ramps and stairways of the tunnel, a sub-surface water quality and infiltration facility will be installed within the defined easement area. This system will be evidenced with a manhole rim(s) at the finished grade provided for access to maintain the facility. Related stormwater maintenance may include cleaning and pumping the system free of sediment and debris. PCMC will maintain responsibility to clean and service this storm system. A future sump pump may be installed within the sub-surface vaults with power conduits provided only at initial development of the system. This easement may also include power and fiber conduits for electrical and communications systems. The easement will cover all maintenance to access the tunnel which may include repairs, construction, ongoing monitoring of all mechanical, snow removal systems, communication and electrical systems in the tunnel.
 - b. Temporary Construction Easement – This easement will provide temporary construction access within the project area through the construction period of the project as shown on “Temporary Construction Easement B.”
 - c. Snyderville Basin Water Reclamation District Sewer Easement – There is a proposed re-alignment of a 24” diameter sanitary sewer line that is currently routed through SR-248 in the area of the project that will be in conflict with the proposed tunnel. As a part of the project improvements, this sanitary line will be re-routed around the structure to the north and requires an additional easement as shown on “Snyderville Basin Sewer Easement Exhibit C.” The 24” sewer will be re-routed at a depth that will allow for the connection of a new sewer line that the School District may be installing as part of a future campus re-development as shown on Figure A – General Site Exhibit. The School District will sign as the property owner on the SBWRD Line Extension Agreement which outlines the conditions of the sewer line-relocation.
4. PCMC and PCSD will collaborate on the following:
 - a. Lighting – Safety is a paramount concern for all parties. PCMC agrees to install and maintain lighting in and around the project area to meet Building Code standards and provide a safe environment for users.
 - b. Security Cameras – PCMC agrees to install conduits, wiring and make initial purchase of security cameras within the tunnel. PCSD agrees to purchase and install all conduit,

cameras and wiring needed to establish the video feed outside of the project construction area (Figure B). Additionally, PCSD agrees to administer the camera feeds within its network and to the ongoing maintenance of said cameras.

- c. Snow Removal – PCMC agrees to provide winter snow removal for the facility illustrated in (Snow Removal Exhibit D). PCSD agrees to provide winter maintenance for the facilities within school property not maintained by PCMC.
- d. Landscape Maintenance – PCMC agrees to install all landscaping for the tunnel as part of the project construction, as well as maintain the landscaping for the area south of the tunnel improvements (between the share-use path and Kearns Blvd.). PCSD agrees to maintain the landscaping and irrigation as outlined in the construction documents in the area north of the tunnel improvements.
- e. Sewer Improvements Alignment Improvements: PCMC agrees to fund and construct the necessary sewer improvements. Both parties agree to the Snyderville Basin Water Reclamation District Line Extension Agreement.
- f. Electrical Conduit for EV Charging Station: PCMC agrees to install the necessary electrical conduit that is sized to accommodate the future electric vehicle chargers to be installed by PCSD at a future date. PCMC will install the conduit from a PCSD metered power source to the proposed electrical charging station locations (number of stations estimated at up to 4 double head units. The parking lot will be striped to accommodate 2 units (conduits will extend to all 4 future station locations.) PCSD is responsible for the ongoing electrical use, fees, and maintenance.
- g. Parking Lot Reconfiguration– PCMC agrees to collaborate with and provide PCSD with a restriping plan that improves vehicle and pedestrian circulation within the faculty lot to be used by PCSD. PCMC will provide the construction funding and site plans for the parking lot striping reconfiguration in the area adjacent to the tunnel (see item f.)
- h. Public Art –PCSD reserves the right and agrees to consult with PCMC to create and maintain public art within the tunnel. PCMC agrees to whitewash or remove any graffiti, as determined by a representative from the school district or the City Public Works Director. General maintenance, repair or restoration to any public art, due to vandalism or exposure, is the responsibility of PCMC.

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

Park City School District


Andrew Caplan, Board President



PARK CITY MUNICIPAL CORPORATION

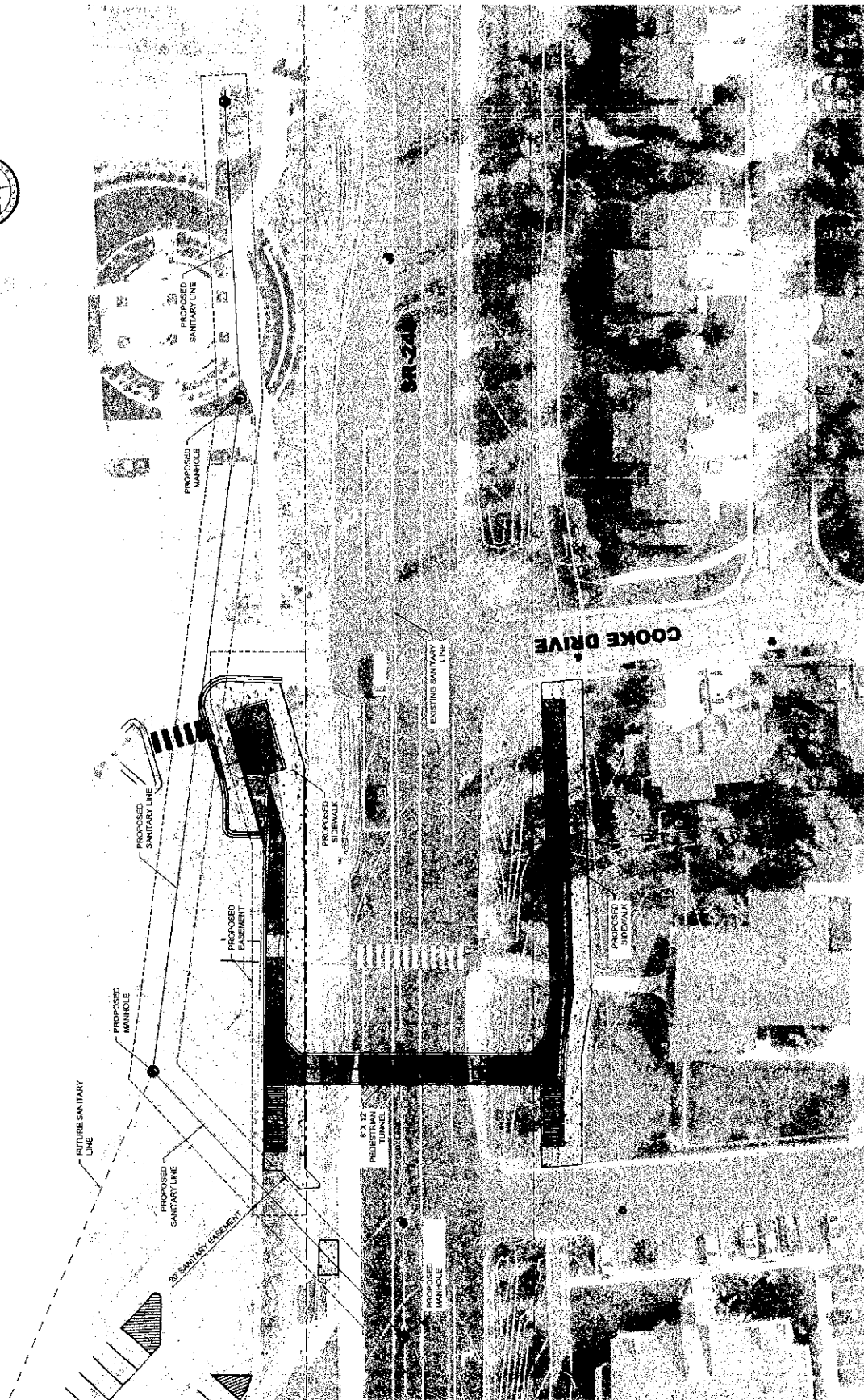
Andy Beerman
Andy Beerman, Mayor

Attest:

Michelle Kellogg
Michelle Kellogg, City Recorder

Approved as to form:

Mark Harrington
Mark Harrington, City Attorney



2142 West Grove Parkway
Salt Lake City, UT 84102
(801) 763-8100

HORROCKS
H
ENGINEERS



SCALE
AS SHOWN
N.T.S.
REVISED
DATE

NO.	DATE	BY	REVISIONS

PROJECT NO.
72574
SHEET NO.
1 OF 2
DATE
11/11/11
FIGURE A

SR-248 PEDESTRIAN TUNNEL

GENERAL SITE EXHIBIT: Figure A

EXHIBIT A
LEGAL DESCRIPTION
PEDESTRIAN TUNNEL
STORM WATER, PUBLIC ACCESS & MAINTENANCE EASEMENT
August 7, 2018

A parcel of land located in the northeast quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a point that is South 00°11'09" West 724.25 feet along section line and West 1268.84 feet from the northeast corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being South 00°11'09" West 2667.86 feet between the northeast corner and the east quarter corner of said Section 9), said point also being North 47°28'11" East 525.37 feet from the southernmost corner of the parcel of land described in that certain Special Warranty Deed and Agreement, recorded January 9, 1975, as Entry No. 125620 in the Office of the Recorder, Summit County, Utah, said point being on the northerly right-of-way of State Road 248; and running thence coincident with said northerly right-of-way of State Road 248 South 47°28'11" West 245.34 feet (record: South 47°22'00" West); thence North 42°31'49" West 23.71 feet; thence North 47°28'11" East 160.49 feet; thence North 31°00'18" East 64.45 feet; thence North 47°28'11" East 23.04 feet; thence South 42°31'49" East 41.98 feet to the point of beginning.

Description contains 6,803 square feet / 0.16 acres.

PEDESTRIAN TUNNEL
STORM WATER, PUBLIC ACCESS &
MAINTENANCE EASEMENT

NORTHEAST CORNER SECTION 9
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN

PARK CITY HIGH SCHOOL
PCA-2-2300-X

STORM WATER, PUBLIC ACCESS
& MAINTENANCE EASEMENT

WEST 1268.84'

SILVER MEADOWS
ESTATES SUBDIVISION
ENTRY NO. 441893

724.25'

1943.61'

SECTION LINE - S 0°11'09" W 2667.86'

N 47°28'11" E 525.57'
KEARNS BOULEVARD (SR-248)

LOT 1

PARK CITY SEMINARY SUBDIVISION
ENTRY NO. 433938

LOT 2

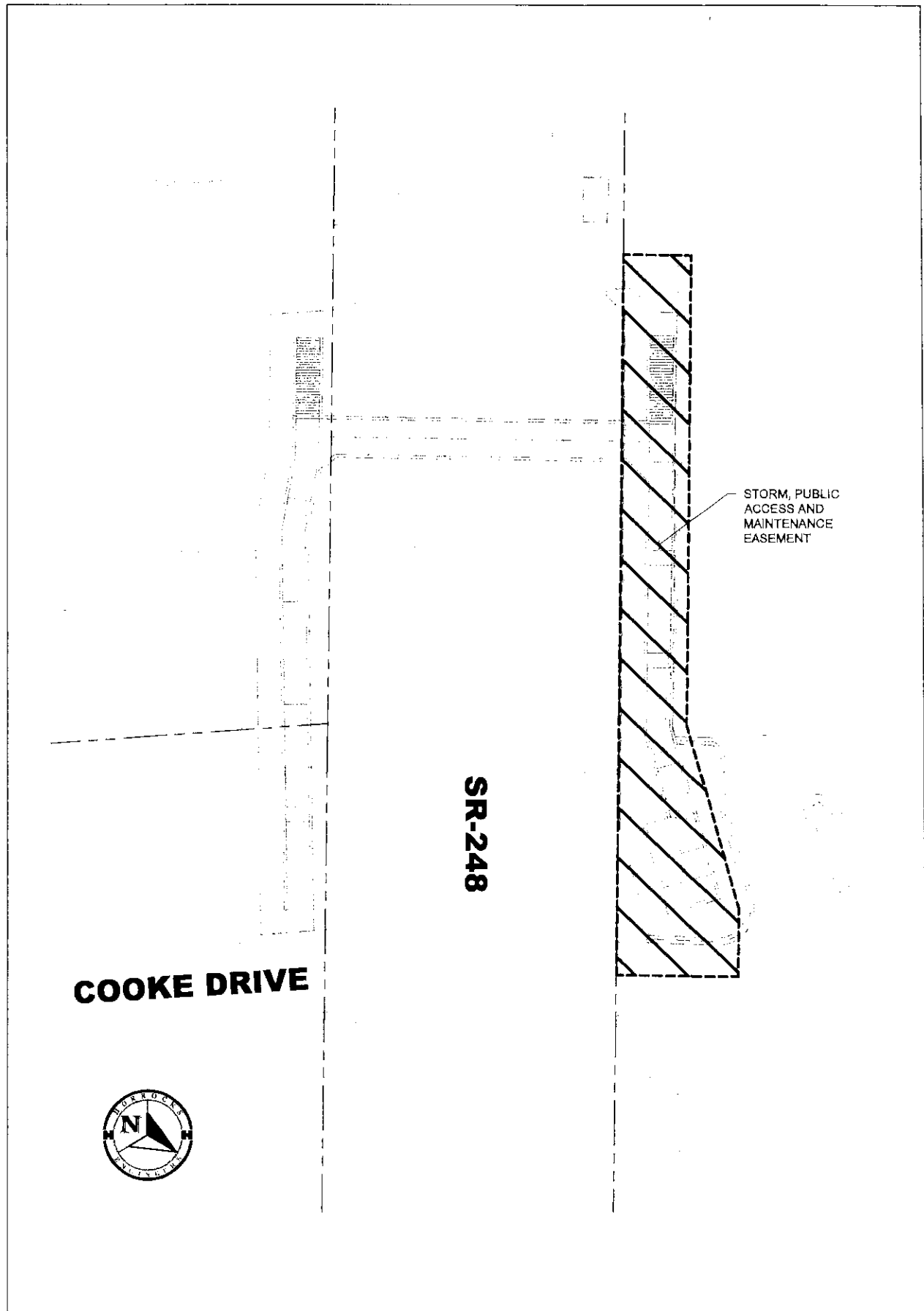
EAST 1/4 CORNER SECTION 9
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN

PARKSIDE
APARTMENTS

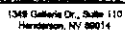


8/7/18

EXHIBIT A



1348 Oatlands Dr., Suite 110 Henderson, NV 89014	WARNING 0 1/2 1 IF THIS BAR DOES NOT MEASURE 1/2 THEN DRAWING IS NOT TO SCALE	SR-248 PEDESTRIAN TUNNEL STORM, ACCESS AND MAINTENANCE EASEMENT	DRAWING INFO DATE 07/25/18 SCALE N.T.S. REV # DATE SEE SHEET FOR LISTING PROJECT NO.	EX A
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IF THIS BAR DOES NOT MEASURE 1' THEN DRAWING IS NOT TO SCALE

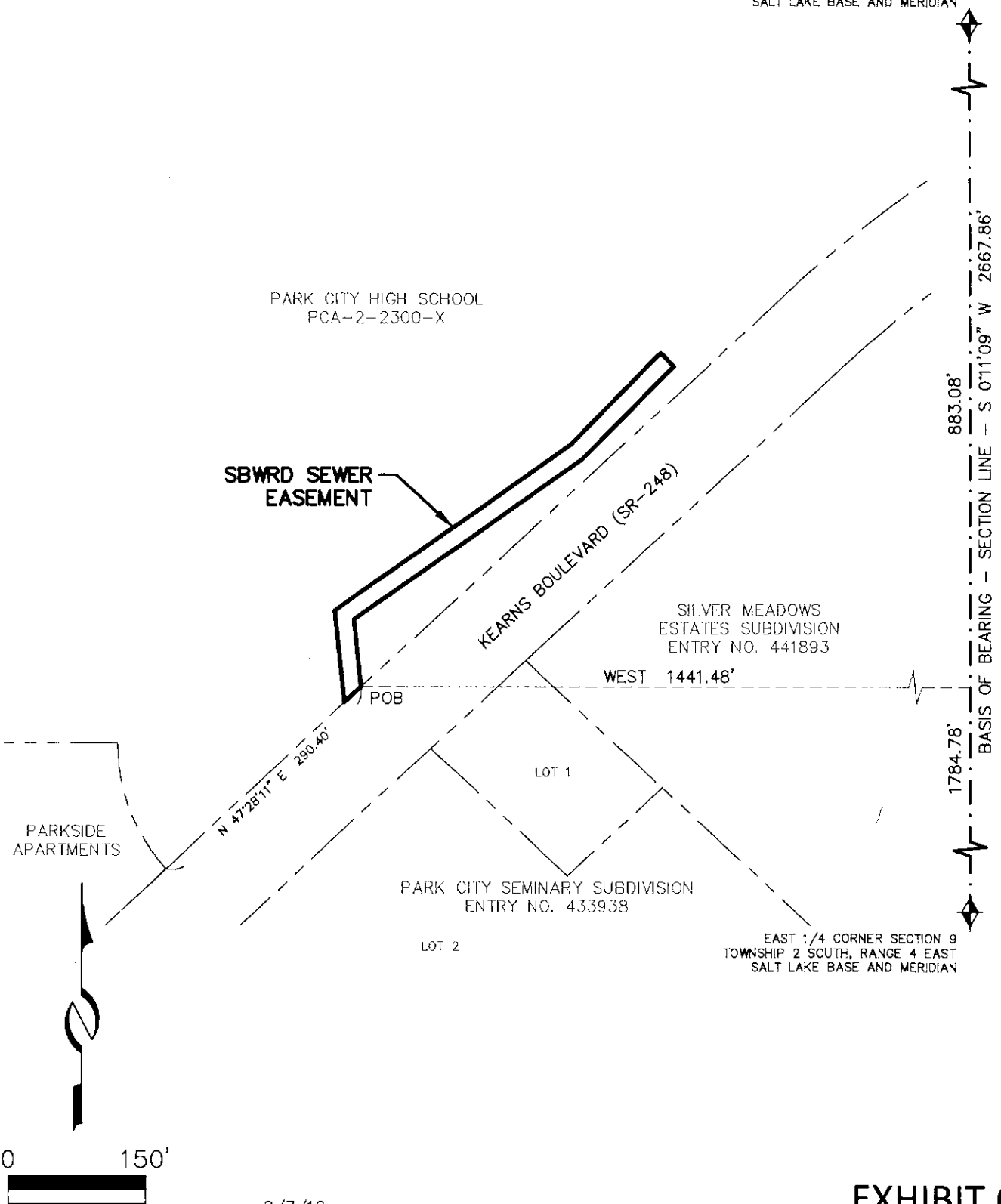
TEMPORARY CONSTRUCTION EASEMENT

DATE		07/26/18
SCALE		N.T.S.
REV #	DATE	
SEE 2nd SHEET FOR LISTING		
PROJ NO:		

180

PEDESTRIAN TUNNEL SBWRD SEWER EASEMENT

NORTHEAST CORNER SECTION 9
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN



8/7/18

EXHIBIT C

COOKE DRIVE

SR-248

20' SBWRD SEWER
EASEMENT



\\ms01d020\BUT-12\24-98\1 SR-248 Pedestrian Access Improvement\27 CAD\27 SR-248 Pedestrian Tunnel Elevation.dwg, Title: SR-248, Date: 07/26/18, 10:44 AM

WARNING

0 1/2 1
IF THIS BAR DOES NOT
MEASURE 1" YOUR DRAWING
IS NOT TO SCALE

SR-248 PEDESTRIAN TUNNEL

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT SEWER EASEMENT

DRAWING INFO

DATE	07/26/18
SCALE	N.T.S.
REV #	DATE
NAME THE SPECIALIST FOR LISTING	
PHONE NO.	

EX C

1349 Galleria Dr., Suite 110
Henderson, NV 89014

COOKE DRIVE

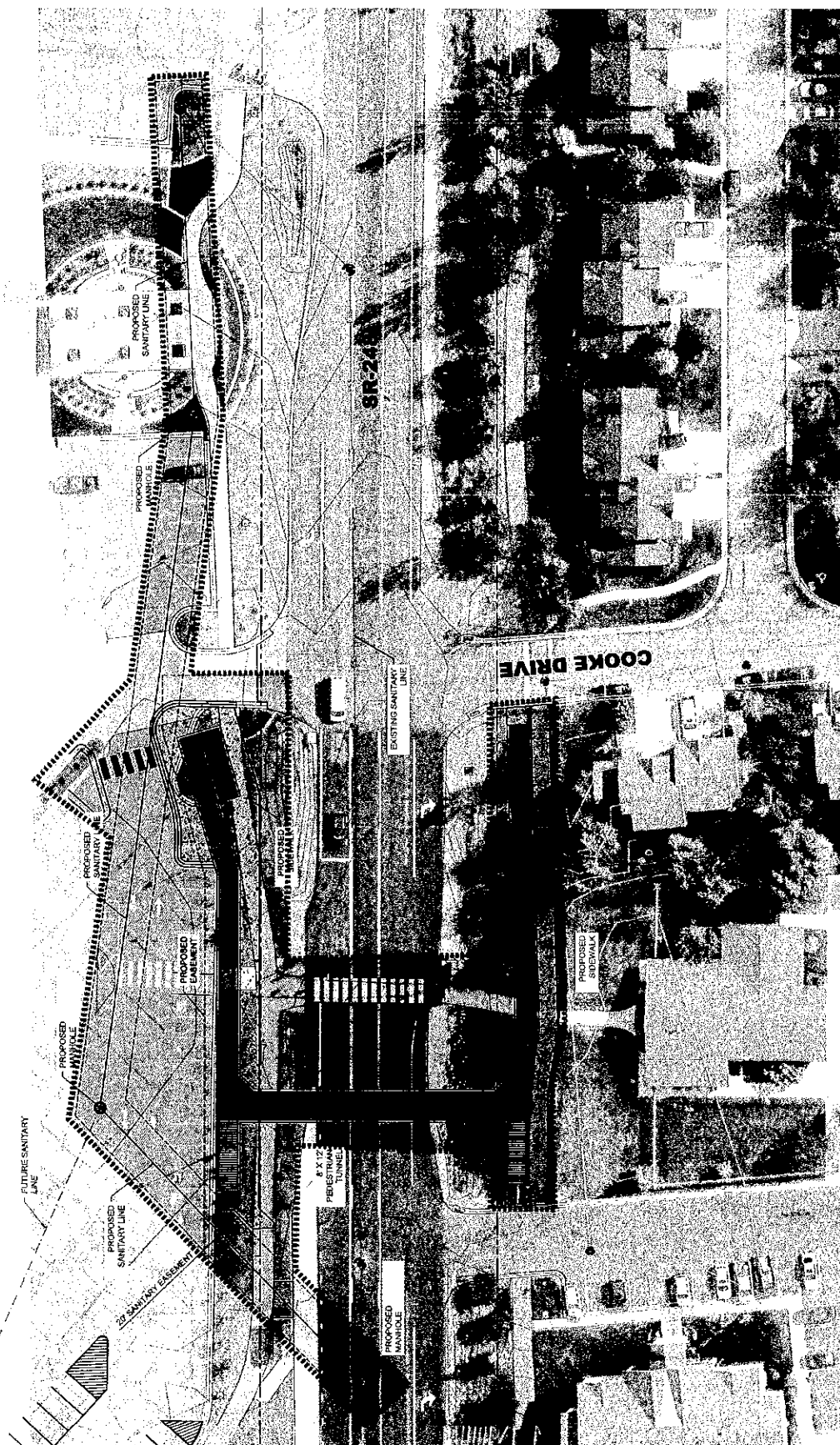
SR-248

SNOW REMOVAL
BY PCMC



\\hds01\hds01\GIS\PROJECTS\SR-248\SR-248 Pedestrian Access Improvements\SR-248 Pedestrian Tunnel Establishing Third Floor 7/25/18 1:04 PM

WARNING 0 1/2 1 IF THIS BAR DOES NOT MEASURE 1' IN THIS DRAWING IS NOT TO SCALE	SR-248 PEDESTRIAN TUNNEL SNOW REMOVAL	DRAWING INFO DATE 07/25/18 SCALE N.T.S. REV # DATE ALL SHOWN FOR SETTING PROJ. NO.	EX D
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		HORROCKS ENGINEERS		7185 West Grove Parkway Suite 400 Park City, Utah 84002 (801) 761-8100		SR-248 PEDESTRIAN TUNNEL PROJECT CONSTRUCTION AREA: <i>Page 8</i>		REVISION DATE: 7/25/24 DRAWN BY: JTB CHECKED BY: JTB PROJECT NO.: UT-248-18T	
SCALE:		GENERAL		NTS		SECTION		SHEET NO.: 1 OF 1 TOTAL SHEETS: 1	

Council Agenda Item Report

Meeting Date: March 14, 2019

Submitted by: Jed Briggs

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

Discuss Special Service Contracts

(A) Public Input

Suggested Action:

Attachments:

[Special Service Contracts Staff Report](#)

[Innovation Grant Request for Application](#)



City Council Staff Report

Subject: Special Service Contracts
Authors: Jed Briggs
Department: Budget, Debt, & Grants
Date: March 14, 2019
Type of Item: Budget Policy

Summary Recommendation:

Council discussed on March 7 the possibility of revamping the Special Service Contract process. Staff presented a proposal and was asked to come back with more detail as to how these proposals would work. Staff recommends that Council review and give direction on a revamped Special Service Contract process being proposed. If Council directs staff to change the Special Service Contract process, staff will update the Park City Municipal Administrative Policies and bring that to City Council during the budget process for review and adoption.

Analysis:

Special Service Contract Restructure

Typically the Special Service Contracts are awarded as two-year contracts in order to mirror the two-year budget cycle. However, last year the committee recommended that awards were made for the first year only. The committee recommended that Council and staff hold additional work sessions before the budget process which started on March 7.

In addition, the City has been contracting out to non-profits through this process for several years now and there is concern that maybe the process has grown somewhat stagnant. The worry is that non-profits become dependent on this financing rather than looking for ways to self-fund. There is also an inherent propensity to want to fund services that have been funded in the past due to tradition. Questions arise: Are the services being provided really helping the City reach its strategic goals and objectives? Are we being as dynamic as we can with limited taxpayer dollars? Are there services being provided that are essential to what the City does and don't need to go through this type of process? Many non-profits provide social equity type of services, how do we work to make sure that those services are being applied to the community's most pressing needs?

Staff met with liaisons Mayor Andy and Council Member Tim Henney to discuss the idea of changing up the process in the hope of helping the City to further its Community Critical Priorities and address some of the above questions. This proposal suggests breaking up SSC recipients into three categories: innovative grants, regular service contracts, and social equity services. For the next budget cycle we could use around \$600k (as an example for now) as the total amount to illustrate how to break up the funding and still keep it under the 1% allowed by state code.

Council Questions:

1. *Should the funding for the three categories be set or can it be flexible?*

Staff recommends that the total funding of 1% needs to be adhered to, but the funding for each individual category could be flexible and should be viewed as a guidepost.

2. *Would Council like to allocate \$150k to Innovation Grants instead of \$200k?*
3. *Does Council agree with the RFA as written in the attachment?*

Innovation Grants (\$150k)

Over the last several years Council has carried out innovation challenges with staff and community members that have been largely successful. Applying a similar methodology, the idea is to provide the community with a meaningful venue to deliver unique and innovative ideas focused on tackling challenges with regards to the Community Critical Priorities of Energy, Housing, and Transportation. The thought is by widening our intake of ideas, we'd be able to generate more community-driven solutions to critical community issues.

Thus the proposal is to solicit grant requests for creative solutions regarding the Community Critical Priorities, which means the proposals would then be more focused and proactive than under the current SSC process. These would be a small number of distributions that run from 1-3 years. Ideally, the grants would provide an organization with seed money to create programs or initiatives that directly deal with the critical priorities, and would not serve as a long-term funding solution for non-profits. These could be new non-profits or established ones that are taking on a new project. They would have to be 501(c)(3)'s per state code. This process would be done similar to the current SSC process where two Council liaisons working with staff would review proposals and recommend them to Council for approval.

Regular Service Contracts (\$250k)

During the research for changing this process the idea was posed that many of the SSC recipients are doing work that the City deems necessary. It felt like there were several recipients that should be receiving funding from the City because the City needed or wanted those services all the time. Thus, the proposal here is that recipients of these types of contracts would be based upon Council-identified services that are core or essential to what the City is trying to achieve long-term. These are services that the Council feels like they would want to fund in the foreseeable future. These services need to be identified by Council and a separate RFP for each type of service would then need to be issued. As part of the RFP, applicants would demonstrate how their service meets the specific need from the city. These services would fall into the regular BFO process and compete for funding with regular General Fund services, but would still fall under the 1% rule of funding for non-profits.

The following list identifies and describes potential needs fulfilled by the regular service contracts:

Park City Museum – Support continual operation of Historical Museum on Main Street and the Visitor Services operation in the Museum for 355 day per year. During the ski season the average number of people that visit the museum is 12,965 per month.

Sister City Administration – Support for administering and facilitating programs tied to fostering the City's relationship with our Sister City, Courchevel, France, (e.g., peer-learning between municipal employees, PC High School Winter/Summer Exchange, Sister Cities International Youth Leadership Summit, etc.).

Trails Management - Prepare and groom approximately 30k of cross-country ski trails and approximately 7 miles of singletrack for public, multi-use, non-motorized winter trails, including but not limited to trails for walking, hiking, snow-shoeing, dog-walking, trail-running, snow biking and cross-country skiing. This would include Round Valley and potentially Bonanza Flat area.

Community Health - Support the medical needs of those in Park City who are uninsured, this would include services such as diagnosis, treatment, screening, referrals to specialist and social agencies, educational programs, physical therapy, and women's health programs.

Waste/Recycling Management - Operation of programs to meet the city's demand for recycling, including a drop off center. This may include community collection events and education.

Mediation Services – Provide area residents with the support and skills needed to prevent and resolve disputes. Provide mediation for small claims cases, and free or low cost mediation in other cases to enable parties to settle disputes in an effective collaborative manner.

Community Art & Culture – Invest in arts and culture to sustain and develop this segment of the economy through cultural tourism and marketing campaigns, economic impact reports, art and culture networking meetings, public art advisory board, and ABC Cultural Implementation Oversight.

Food Pantry - There is a compelling need in Park City and Summit County for serving the needs of low-income individuals and families, particularly among the Latino community. Thus a food pantry service that delivers free meals has been identified as a core need to the community.

If these services were not provided to the city through the non-profits the city would need to make considerable investments to maintain the level of service or forgo many of these crucial services.

Social Equity Contracts (\$200k)

As the City works to move the needle on social equity efforts it's become clear that there's many services provided by non-profits in the community that could be better coordinated through a centralized process. The City would budget for these yet-to-be determined initiatives once the Social Equity Advisory Committee has released their gaps analysis and strategic plan. The disbursement of these funds would be determined by Council depending on the most urgent needs.

Potential SSC Timeline

- Feb 28 – Propose New SSC Process
- March – Release New RFAs and RFPs
- April/May – Subcommittee Deliberate on Recipient Funding
- June 6 – SSC Recommendation
- August/September – Community Foundation Strategic Planning Report
- September/October – Social Equity funding process

Department Review:

This report has been reviewed by the Budget, Legal, and City Manager departments.

Attachment A – FY19 SSC Recommendation

Attachment B – SSC Funding Distribution

Attachment C – [SSC Policy - p. 138](#)

Attachment D – Innovation Grant RFA

March 5, 2019

Dear Applicant,

Park City will be accepting applications for Innovation Grants focused on tackling challenges with regards to the Community Critical Priorities of Energy, Housing, and Transportation. Enclosed with this letter is a grant application as well as a copy of the City's policy governing special service contracts which includes the criteria that organizations must meet in order to qualify for these grants. Also enclosed is an infographic description of the critical priorities.

City Council currently evaluates all funding based on the City's adopted Community Vision & Values (document attached). All innovation grant applications will be evaluated for their ability to significantly address needs identified as part of the Community Vision & Values. Innovation Grants are intended to help with startup costs associated with taking on these challenges and are not intended to be a long-term funding solution.

The current policy states that applications must be submitted by March 31, 2018, (applications will be accepted on the first Monday following the deadline, **Monday April 2, 2018**). Please submit 2 hard copies and an electronic copy of the application along with all other requested information to the Budget, Debt, and Grants department (445 Marsac Ave.) **by 5:00 p.m. on April 2, 2018**. The selection process for an Innovation Grant is competitive and not all submissions may be funded or fully funded.

If you have any questions regarding the process or the application, please contact Jed Briggs at (435) 615-5183 or jbriggs@parkcity.org. Thank you for your interest in serving Park City.

Sincerely,

Jed Briggs
Budget Operations Manager
Park City Municipal Corporation
Tel 435.615.5183





Innovation Grant Application Form

Park City Municipal Corporation

Please provide 2 **(2)** hard copies and an electronic copy of this application and all other requested information to the Budget, Debt, and Grants Office by **5:00 pm on April 2, 2018.**

(1) Organization Contact Information

Name _____

Address _____

Phone _____ Fax _____

E-mail _____

(2) Indicate the applicable Innovation Grant category for this proposal:

☐ Transportation

☐ Affordable Housing

☐ Energy

(3) Proposed Total Grant Amount: \$ _____

(4) In addition to the above requested information, applications must address the following components:

1. Specific detail of how the requested funds will be used (attach summary - *one page maximum*);
2. Financial information for your organization including annual budget and other sources of potential funding. Please also include 2 years of financial statements such as Balance Sheet, Income Statement, Statement of Financial Position, Activity Statement, etc. or include Independent Auditors' Reports (attach relevant documents);
3. Quantitative and/or qualitative goals (with specific targets) that can be used to measure the degree to which the funds were used for their intended purpose (attach summary - *half page maximum*); and
4. Specifically address how your proposal meets the criteria described in the City's Public Service Contract Policy (specific criteria components are outlined below, please attach no more than one page for each criterion):

Criterion 1: Accountability and Sustainability of Organization - The organization must have the following:

- a. Quantifiable goals and objectives.
- b. Non-discrimination in providing programs or services.
- c. Cooperation with existing related programs and community service.
- d. Compliance with the City contract.
- e. Federally recognized not-for-profit status.

Criterion 2: Program Need and Specific City Benefit - The organization must have the following:

- a. A clear demonstration of public benefit and provision of direct services to City residents.
- b. A demonstrated need for the program or activity. Special Service Funds may not be used for one-time events, scholarship-type activities or the purchase of equipment.

Criterion 3: Fiscal Stability and Other Financial Support - The organization must have the following:

- a. A clear description of how public funds will be used and accounted for
- b. Other funding sources that can be used to leverage resources.
- c. A sound financial plan that demonstrates managerial and fiscal competence.
- d. A history of performing in a financially competent manner.

Criterion 4: Fair Market Value of the Services - The fair market value of services included in the public service contract should equal or exceed the total amount of compensation from the City unless outweighed by demonstrated intangible benefits.

Signed: _____ **Date:** _____

CHAPTER 5 - CONTRACTS & PURCHASING POLICY

PART I - PUBLIC SERVICE CONTRACTS (AMENDED JUNE 2004)

As part of the budget process, the City Council appropriates funds to contract with organizations offering services consistent with the needs and goals of the City. Depending upon the type of service category, payment terms of the contracts may take the form of cash payment and/or offset fees or rent relating to City property in exchange for value-in-kind services. The use of the public service contracts will typically be for specific services rendered in an amount consistent with the current fair market value of said services.

A. Public Service Fund Distribution Criteria

In order to be eligible for a public service contract in Fund Categories 1-3, organizations must meet the following criteria:

1. **Criterion 1: Accountability and Sustainability of Organization** - The organization must have the following:
 - f. Quantifiable goals and objectives.
 - g. Non-discrimination in providing programs or services.
 - h. Cooperation with existing related programs and community service.
 - i. Compliance with the City contract.
 - j. Federally recognized not-for-profit status.
2. **Criterion 2: Program Need and Specific City Benefit** - The organization must have the following:
 - c. A clear demonstration of public benefit and provision of direct services to City residents.
 - d. A demonstrated need for the program or activity. Special Service Funds may not be used for one-time events, scholarship-type activities or the purchase of equipment.
3. **Criterion 3: Fiscal Stability and Other Financial Support** - The organization must have the following:
 - a. A clear description of how public funds will be used and accounted for
 - b. Other funding sources that can be used to leverage resources.
 - c. A sound financial plan that demonstrates managerial and fiscal competence.
 - d. A history of performing in a financially competent manner.
4. **Criterion 4: Fair Market Value of the Services** - The fair market value of services included in the public service contract should equal or exceed the total amount of compensation from the City unless outweighed by demonstrated intangible benefits.

B. Total Public Service Fund Appropriations

The City may appropriate up to 1 percent of the City's total budget for public service contracts for the Special Service Contract and Rent Contribution

Categories described below. In addition, the City appropriates specific dollar amounts from other funds specifically related to Historic Preservation as described below.

C. Fund Categories and Percentage Allocations

For the purpose of distributing Public Service Funds, public service contracts are placed into the following categories:

- 1. Special Service Contracts**
 - a. Youth Programming
 - b. Victim Advocacy/Legal Services
 - c. Arts
 - d. Health
 - e. Affordable Housing/Community Services
 - f. Recycling
 - g. History/Heritage
 - h. Information and Tourist Services
- 2. Rent Contribution**
- 3. Historic Preservation**

A percentage of the total budget (which shall not exceed 1 percent) is allocated for contracts in the Special Service Contract and Rent Contribution categories by the City Council. A specific dollar amount is allocated to Historic Preservation based on funds available from the various Redevelopment Agencies.

The category percentage allocation does not vary from year-to-year. However, as the City's budget fluctuates (up or down) due to economic conditions, the dollar amounts applied to each category may fluctuate proportionally. Unspent fund balances at the end of a year will not be carried forward to future years. It is the intent of the City Council to appropriate funds for specific ongoing community services and not fund one-time projects or programs.

D. Special Service Contracts

A portion of the budget will be designated for service contracts relating to services that would otherwise be provided by the City. Special services that fall into this category would include, but not be limited to the following: youth programming, victim advocacy/legal services, arts, health, affordable housing/community services, recycling, history/heritage, information and tourist services, and minority affairs. To the extent possible, individual special services will be delineated in the budget.

Service providers are eligible to apply for a special service contract every biennial budget process. The City will award special service contracts through a competitive bid process administered by the Service Contract Subcommittee and City Staff. The City reserves the right to accept, reject, or rebid any service contracts that are not deemed to meet the needs of the community or the contractual goals of the service contract.

Each special service provider will have a special service contract with a term of two years. Half of the total contract amount will be available each year. Eighty percent of each annual appropriation will be available at the beginning of the fiscal year, with the remaining 20 percent to be distributed upon demonstration through measures (quality and quantity) that the program has provided public services meeting its goals as delineated in the public service contract. The disbursement of all appropriations will be contingent upon council approval. Special service providers will be required to submit current budgets and evidence of contract compliance (as determined by the contract) by March 31 of the first contract year.

The City reserves the right to appoint a citizen's task force to assist in the competitive selection process. The task force will be selected on an ad hoc basis by the Service Contract Subcommittee.

All special service contract proposals must be consistent with the criteria listed in this policy, in particular criterion 1-4.

Youth Contracts: In addition to the above listed criteria, proposals for Youth Programming must meet the following requirements: (1) Provide a service to or enhancement of youth programs in the Park City community; and (2) Constitute a benefit to Park City area youth, community interests, and needs. Youth Programming funds must be used to benefit Park City area youth Citywide; this may be accomplished through one service contract or by dividing the funds between several contracts.

Deadlines: All proposals for Special Service Contracts must be received no later than March 31. A competitive bidding process conducted according to the bidding guidelines of the City may set forth additional application requirements. If there are unallocated funds, extraordinary requests may be considered every six months during the two-year budget cycle, unless otherwise directed by Council.

Extraordinary requests received after this deadline must meet all of the following criteria to be considered:

1. The request must meet all of the normal Public Service Fund Distribution Criteria and qualify under one of the existing Special Service Contract categories;
2. The applicant must show that the requested funds represent an unexpected fiscal need that could not have been anticipated before the deadline; and
3. The applicant must demonstrate that other possible funding sources have been exhausted.

E. Rent Contribution

A portion of the Special Service Contract funds will be used as a rent contribution for organizations occupying City-owned property and providing services consistent with criterion 1-4 pursuant to the needs and goals of the City. To the extent possible, individual rent contributions will be delineated in the budget. Rent contributions will usually be memorialized by a lease agreement with a term of five years or less, unless otherwise approved by City Council.

The City is required to make rent contributions to the Park City Building Authority for buildings that it occupies. Qualified Organizations may enter into a lease with the City to occupy City space at a reduced rental rate pursuant to criterion 1-4. The difference between the reduced rental rate and the rate paid to the Park City Building Authority will be funded by the rent contribution amount. Rent Contribution lease agreements will not exceed five years in length unless otherwise directed by the City Council. Please note that this policy only applies when a reduced rental rate is being offered. This policy does not apply to lease arrangements at "market" rates.

F. Historic Preservation

Each year, the City Council may appropriate a specific dollar amount relating to historic preservation. The City Council will appropriate the funding for these expenditures during the annual budget process. The funding source for this category is the Lower Park Avenue and Main Street RDA. The disbursement of the funds shall be administered pursuant to applications and criteria established by the Planning Department, and awarded by the City Council consistent with UCA § 17A-3-1303, as amended. In instances where another organization is involved, a contract delineating the services will be required.

G. Exceptions

Rent Contribution and Historic Preservation funds will be appropriated through processes separate from the biennial Special Service Contract process and when deemed necessary by City Council or its designee.

The Service Contract Sub-Committee has the discretion as to which categories individual organizations or endeavors are placed. Any percentage changes to the General Fund categories described above must be approved by the City Council. All final decisions relating to public service funding are at the discretion of the City Council.

Nothing in this policy shall create a binding contract or obligation of the City. Individual Service Contracts may vary from contract to contract at the discretion of the City Council. Any award of a service contract is valid only for the term specified therein and shall not constitute a promise of future award. The City Council reserves the right to reject any and all proposals, and to waive any technical deficiency at its sole discretion. Members of the City Council, the Service Contract Sub-Committee, and any Advisory Board, Commission or special committee with the power to make recommendations regarding Public Service Contracts are ineligible to apply for such Public Service Contracts, including historic preservation funds. City Departments are also ineligible to

apply for Public Service Contracts. The ineligibility of Advisory Board, Commission and special committee members shall only apply to the category of Public Service Contracts that such advisory Board, Commission and special committee provides recommendations to the City Council. All submittals shall be public records in accordance with government records regulations (“GRAMA”) unless otherwise designated by the applicant pursuant to UCA Section 63-2-308, as amended.

ENERGY

A PARK CITY COMMUNITY CRITICAL PRIORITY

POWERING PARK CITY'S FUTURE | Park City has set North America's most ambitious climate goals: to be net-zero carbon and run on 100% renewable electricity by 2022 for municipal operations, and for the whole community by 2030. Park City is proving that the transition to a carbon neutral future powered by clean, affordable energy is achievable in time to avoid the worst impacts of climate change.



GOAL

Net-zero carbon and 100% renewable electricity for municipal operations by 2022 and community-wide by 2030.



ELECTRIFY

Transition heating and transportation energy demands from fossil based fuels to renewable electricity.



EFFICIENCY

Reduce fossil-based energy usage, make it easier and more efficient to move people and goods, and reduce waste-to-landfill



REGENERATE

manage land and reduce waste streams to mimic natural processes that capture atmospheric carbon and nutrients to promote healthy soils and increase carbon storage.

PROGRESS



AWARDED SOLSMART GOLD

designation for enabling rooftop solar



C-PACE FINANCING PROGRAM

enabled for energy efficiency upgrades for commercial properties



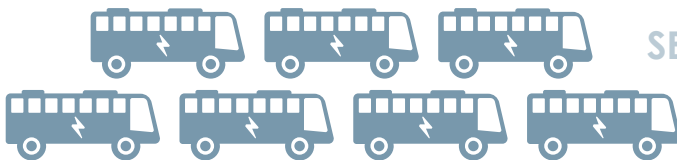
HOME WEATHERIZATION TOOLS

launch of tools, available at library



NET-ZERO ENERGY

designed for affordable housing and golf maintenance facility



SEVEN ADDITIONAL ELECTRIC BUSES ADDED TO FLEET



ACCELERATED CLIMATE GOALS



LAUNCH OF MY SUSTAINABLE YEAR



REGENERATIVE AGRICULTURE ON CITY LAND



PATHWAY TO 100% RENEWABLE

RFP underway for City operations, Legislation underway for community-wide



HOUSING

A PARK CITY COMMUNITY CRITICAL PRIORITY

MAINTAIN A SENSE OF COMMUNITY | To foster a healthier and more complete community, Park City Council reaffirmed its commitment to provide a local housing inventory that better accommodates the diverse needs of people living and working in Park City.

PARK CITY AFFORDABLE/ATTAINABLE HOUSING

Goal: 800 City & private obligation units by 2026



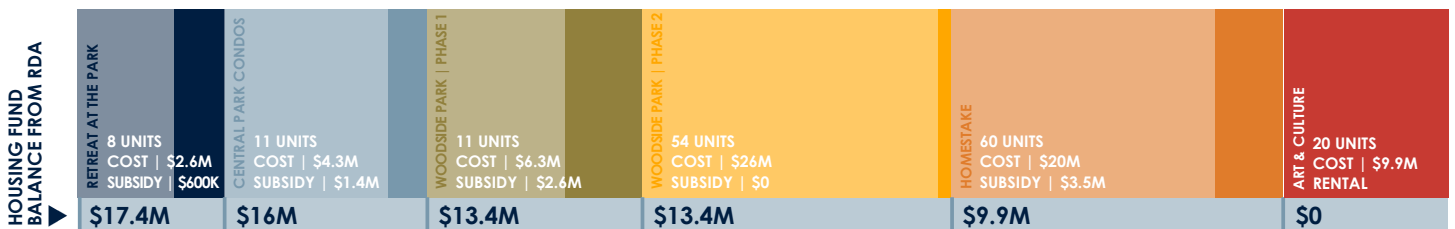
HOUSING PROJECTS SINCE 2016



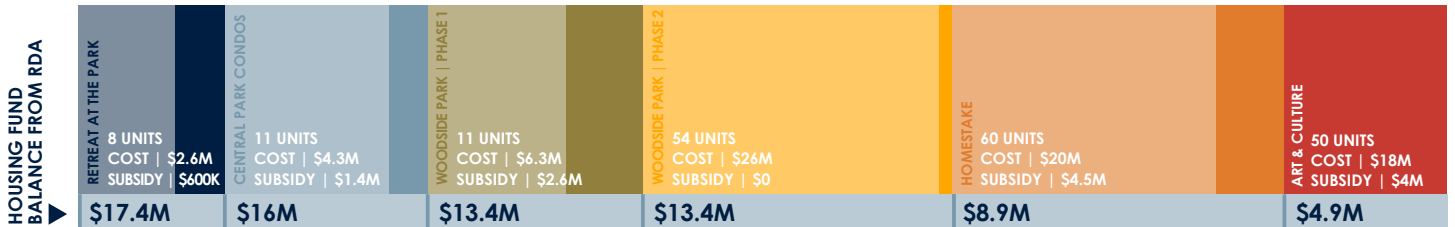
CITY FUNDING OF AFFORDABLE HOUSING (FOR SALE MODEL)



DEVELOPMENT OF AFFORDABLE HOUSING (FOR SALE MODEL)



DEVELOPMENT OF AFFORDABLE HOUSING (RENTAL MODEL)



TRANSPORTATION

A PARK CITY COMMUNITY CRITICAL PRIORITY

PARK CITY FORWARD | Park City's transportation system provides safe, year-round transportation options to promote a thriving, inclusive, and active "car optional" mountain community.

— GOAL/DESTINATION: 25% TRIP REDUCTION ON GATEWAY CORRIDORS BY 2030 —

2030 | 15M ANNUAL CAR TRIPS

2018 | 20M ANNUAL CAR TRIPS

NOW

2003 | 15M ANNUAL CAR TRIPS

THEN

1

SIMPLE

Convenient; free transit; one system for a variety of users (tourist / workforce / locals)



SUSTAINABLE

Electrified fleet powered by 100% renewable energy; economic model that does not increase taxes to residents



SAFE

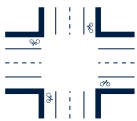
A network of corridors for walking and biking; increase safety for pedestrian, bikers & natural environment



SEAMLESS

A car-optional town

PROGRESS



COMPLETE STREETS
IMPLEMENTATION



ENHANCED

"Fare Free" Transit Service



SR-248
IMPROVEMENTS



TRAFFIC
COMMAND
CENTER



TRANSIT
SIGNAL
PRIORITY



GUARANTEED

Ride Home
Program



REGIONAL INTELLIGENT

Transportation System Improvements

PARK CITY FORWARD MASTER PLAN



PROACTIVE

Transportation
Demand Management



NEW

Dedicated
Local Revenue



LOCAL & REGIONAL

Parking Management



EVENT
TRANSPORTATION
MANAGEMENT



IMPROVED LAND USE
& Transportation Integration



Council Agenda Item Report

Meeting Date: March 14, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

2019 Legislative Update

Suggested Action:

Each week during the 2019 Legislative Session, staff will provide a verbal update and synopsis of the Session to date, as well as an updated Legislative bill tracking list at the meeting for Council and the public's review.

Attachments: