



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
February 25, 2016**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, February 25, 2016.

CLOSED SESSION

2:15 p.m. To Discuss Property, Personnel and Litigation

STUDY SESSION

2:35 p.m. Park City Strategic Planning Discussion

Page 4

WORK SESSION

3:50 p.m. Council Questions and Comments

4:05 p.m. Community Engagement Quarterly Update 2016

Page 28

4:50 p.m. Discuss Potential Amendments to Internal Personnel Policies and Procedures

Page 41

5:10 p.m. Discuss Storm Water Utility and User Fee

Page 50

REGULAR MEETING

6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Manager's Report – McPolin Farm EHMS Art Class

Page 60

Manager's Report – 2015 Building Activity Yearly Report

Page 64

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

IV. CONSIDERATION OF MINUTES

1. Consideration of a Request to Approve the City Council Meeting Minutes from [Page 73](#)
February 4, 2016 and February 5, 2016

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute an Amendment to the [Page 88](#)
Park Avenue Pathways Design and Engineering Agreement with Horrocks Engineering, in a
Form Approved by the City Attorney, as Change Order No. 1, for an Increase to the
Contract in an Amount not to exceed \$71,188, in a total contract amount not to exceed
\$368,674
2. Request to Authorize the City Manager to Enter into an Addendum 2 to the [Page 97](#)
Professional Service Provider Agreement in a Form Approved by the City Attorney's Office
with MGB+A, in the Amount of Thirty Nine Thousand Nine Hundred Fifty Dollars (\$39,950)
3. Request to Authorize the City Manager to Enter into a Contract in a Form [Page 105](#)
Approved by the City Attorney's Office with Caddis Architectural in an Amount Not to
Exceed One Hundred and Thirty Seven Thousand, Five Hundred and Sixty Dollars
(\$137,560) for Phases II and III of the 1450-1460 Park Avenue Affordable Housing Project
4. Request to Authorize the City Manager to Execute a Professional Services [Page 123](#)
Agreement, in a Form Approved by the City Attorney, with Horrocks Engineers for Design
and Construction Services for the Thaynes Canyon Subdivision Improvements Project in an
Amount of \$43,408.00.
5. Request to Authorize the City Manager to Execute Contract Change [Page 133](#)
Order No. 4 to Construction Agreement with Beck Construction and Excavation in a Form
Approved by the City Attorney for Additional Construction Services Related to the
Construction of Phase 2 for Deer Valley Drive in an Amount Up to \$52,475.47 for a New
Total Cost of \$963,355
6. Request to Authorize the City Manager to Execute the Second [Page 145](#)
Amendment to the Professional Services Agreement, in a Form Approved by the City
Attorney, with CH2M Hill Engineers, Inc., for Judge and Spiro Tunnels Mining-Influenced-
Water Treatment Evaluation Phases IB-2 and IC Engineering Services and for an Increase
to the Agreement in an Amount Not to Exceed \$420,000.
7. Request for Authorization to Purchase Mining Influenced Water [Page 164](#)
(M-I-W) Piloting Equipment from Intuitech, Inc. in an Amount of \$77,700 to Support the
Treatment Evaluation Being Performed by CH2M for the Judge and Spiro Tunnel Waters

VI. APPOINTMENTS AND RESIGNATIONS

1. Planning Commission Appointment [Page 173](#)

VII. OLD BUSINESS

1. 2016 Legislative Update [Page 174](#)

VIII. NEW BUSINESS

1. Consideration of Resolution 02-16, a Resolution Amending Section 10, Miscellaneous Fees, and Replacing and Repealing Resolution 08-14 in its Entirety **Page 175**
2. Consideration of Resolution 03-16, a Resolution Creating a Park City Municipal Dog 'Task Force' and Appoint the Recommended At-Large Community Members to the Park City Dog 'Task Force' **Page 183**
3. Consideration of Ordinance 16-08, an Ordinance Approving the One Empire Pass Condominiums Record of Survey Plat, Located at 8910 Empire Club Drive, Park City, Utah, Pursuant to Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney. **Page 190**
(A) Public Hearing
(B) Final Action
4. Review the Update from the Design Team of CRSA and Authorize the City Manager to Enter into a Construction Manager at Risk (CMAR) Agreement in a Form Approved by the City Attorney's Office with Hogan and Associates, Inc., in the Amount of Twenty One Thousand Nine Hundred Dollars (\$21,900) **Page 220**
5. Consideration to Authorize the City Manager to Enter into a Professional Service Provider Agreement in a Form Approved by the City Attorney's Office with GSBS Architects, in the Amount of Nine Hundred Fifty Three Thousand Three Hundred Fifteen Dollars (\$953,315) for Phase 2 Schematic Design, Design Development, Construction Documents and Administration **Page 228**

IX. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. 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



DATE: February 25, 2016

TO HONORABLE MAYOR AND COUNCIL

The Park City 2030 Long Range Strategic Plan is the strategic framework for Park City Municipal Corporation and the community to ensure that the Community Vision to “Keep Park City, Park City” is protected and holds true in 2030. It provides an outline and description for all strategic planning at the City, which includes strategic approaches and an implementation strategy. It’s comprised of the Community Vision, Council Goals, Desired Outcomes and Key Indicators and is the definitive resource that aligns all of these components while demonstrating to the community the various efforts underway to realize their vision. This plan was formally adopted by Council through resolution on August 30, 2012. At that time it was recommended by staff to update the Strategic Plan every four years—2016 is the fourth year.

Staff is not recommending a complete overhaul of the Strategic Plan, but rather is asking Council to review identified weaknesses and possible solutions to correct them. Staff is also asking Council to prioritize the Desired Outcomes from within Council’s four goals over the next several Council meetings. The idea is to focus on each individual Goal and have substantive discussions without feeling rushed leading into the Council Retreat. The Retreat will then serve as a chance to summarize and review all the Desired Outcomes comparing them one with another.

The hierarchy of land use in Park City is based upon the State of Utah’s land use legislation. The General Plan is Park City’s guiding document for land use. It is a long range policy plan that will guide future Land Management Code (LMC) and zoning decisions. The LMC is the regulatory document that addresses specific zoning and land uses within respective zones. The General Plan is, by intent, general and specific regulation should be adopted into the LMC. The current General Plan was adopted in early 2014 – two years ago. As a best practice, every five years is a good target for reviewing and updating the General Plan document to keep it current. The moderate income housing element must be reviewed every two years.

Staff is asking Council if it sees other areas where the General Plan is challenged in the policy area to meet the City’s land use development needs. Staff recommends keeping any updates to the General Plan restrained to critical issues and maintaining staff focus on updating the LMC for the next two years.

Respectfully:

Jed Briggs, Budget Operations Manager



City Council Study Session Report

Subject: Strategic Planning Roadmap (3 of 4 Study Sessions)
Author: Jed Briggs
Department: Budget, Debt & Grants
Date: February 25, 2016
Type of Item: Informational/Discussion

Recommendation:

Staff recommends that Council discuss and review its current Strategic Plan looking for weaknesses and potential improvements, as well as identifying any needed coordination with or elaboration of the General Plan. Specifically staff is looking for direction with regards to the prioritization and reporting on Council's Desired Outcomes. Also, staff is asking council to review the Preserving & Enhancing the Natural Environment and Responsive, Cutting-Edge & Effective Government Biennial Strategic Plans as well as prioritize Desired Outcomes within the Goal. **This is the third of four study sessions which are a precursor to prepare for the Council Retreat.**

Executive Summary:

The Park City 2030 Long Range Strategic Plan is the strategic framework for Park City Municipal Corporation and the community to ensure that the Community Vision to "Keep Park City, Park City" is protected and holds true in 2030. It provides an outline and description for all strategic planning at the City, which includes strategic approaches and an implementation strategy. It's comprised of the Community Vision, Council Goals, Desired Outcomes and Key Indicators and is the definitive resource that aligns all of these components while demonstrating to the community the various efforts underway to realize their vision. This plan was formally adopted by Council through resolution on August 30, 2012. At that time it was recommended by staff to update the Strategic Plan every four years—2016 is the fourth year. ([Link](#) pg. 33.)

Staff is not recommending a complete overhaul of the Strategic Plan, but rather is asking Council to review identified weaknesses and possible solutions to correct them. Staff is also asking Council to prioritize the Desired Outcomes from within Council's four goals over the next several Council meetings. The idea is to focus on each individual Goal and have substantive discussions without feeling rushed leading into the Council Retreat. The Retreat will then serve as a chance to summarize and review all the Desired Outcomes comparing them one with another.

The hierarchy of land use in Park City is based upon the State of Utah's land use legislation. The General Plan is Park City's guiding document for land use. It is a long range policy plan that will guide future Land Management Code (LMC) and zoning decisions. The LMC is the regulatory document that addresses specific zoning and land uses within respective zones. The General Plan is, by intent, general and specific regulation should be adopted into the LMC. The current General Plan was adopted in

early 2014 – two years ago. As a best practice, every five years is a good target for reviewing and updating the General Plan document to keep it current. The moderate income housing element must be reviewed every two years.

Staff is asking Council if it sees other areas where the General Plan is challenged in the policy area to meet the City's land use development needs. Staff recommends keeping any updates to the General Plan restrained to critical issues and maintaining staff focus on updating the LMC for the next two years.

The itinerary is as follows:

Feb. 4 – Overlooked the Strategic Planning Roadmap. Gave direction on key elements of Strategic Plan ([Link](#)).

Feb. 11 - Reviewed Preserving and Enhancing the Natural Environment & Responsive, Cutting-Edge & Effective Government Biennial Strategic Plans. Continued to talk about prioritizing 'Essential' services and Council Priorities ([Link](#)).

Feb. 25 – Review World-Class, Multi-Seasonal Resort Destination Biennial Strategic Plan as well as Prioritize Desired Outcomes within the Goal

Mar. 3 - Review An Inclusive Community that Values Historic Preservation, Economic Diversity, and the Arts & Culture Biennial Strategic Plan as well as Prioritize Desired Outcomes within the Goal

Mar. 9-11 – Council Retreat: Review Prioritization of Desired Outcomes within all of Council's Goals

Acronyms:

LMC – Land Management Code
BFO – Budgeting for Outcomes
CC&Rs - Covenants, Conditions and Restrictions
HOA - Homeowners Association
MPD - Master Plan Development
CUP - Conditional Use Permit
UCA – Utah Code Annotated

Background:

Overview of Park City's Strategic Planning

Park City's strategic planning efforts are summarized in the concept diagram below. The Community Vision (Keeping Park City "Park City") is the foundation of any long-range plan, is aspirational in nature and articulates the desired future state of the community in 2030. It is intended to inspire stakeholders to a common goal and to guide policy and resource allocation decisions. Used properly, it can outlast short-term philosophical shifts or priority changes to ensure the City's progress continues along a path consistent

with its residents' shared values. By the same token, making the vision transparent and continuing to engage the community around it ensures the opportunity for it to evolve along with the residents. The Community Vision was created based on extensive feedback from residents who expressed their desire to maintain many of the current characteristics of the city they call home.

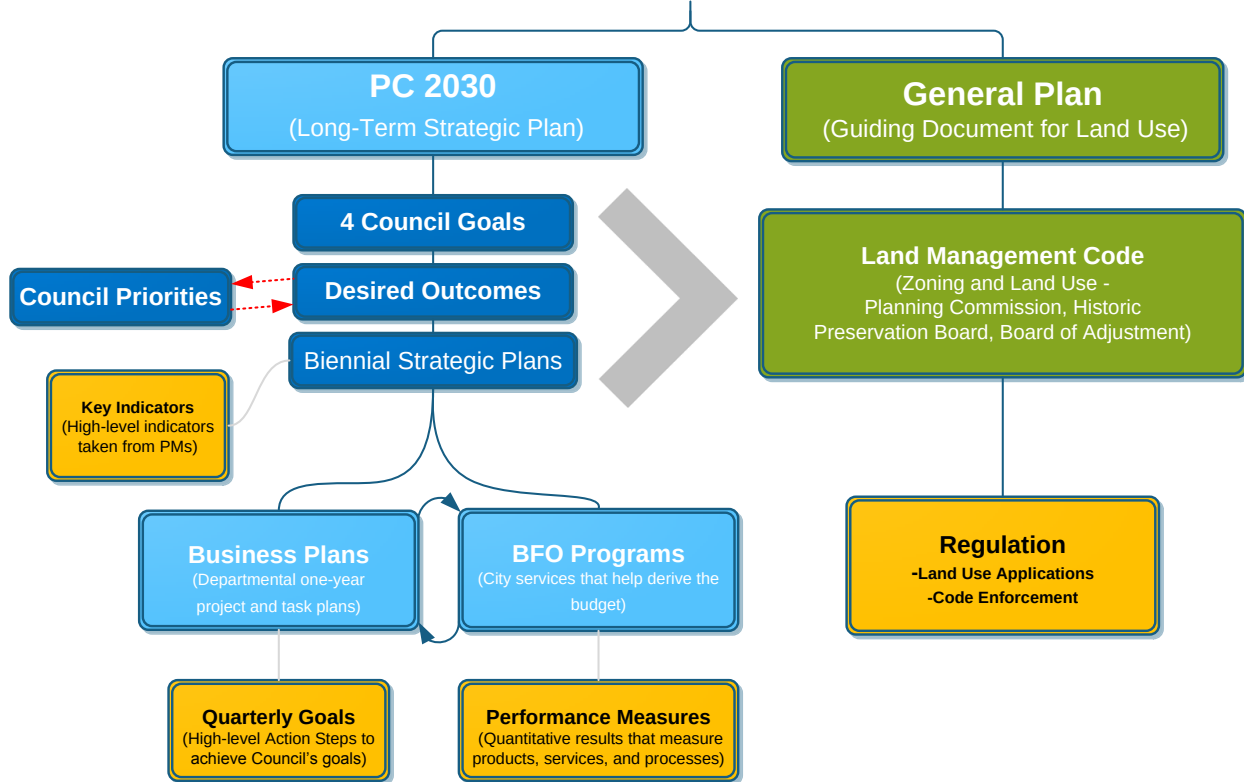
The Park City qualities identified through the visioning process reflect the core, or heart, of Park City. The elements that define "Park City" are Sense of Community, Natural Setting, Small Town, and Historic Character. These core qualities are enduring and if significantly altered would affect the essence of Park City.

In order to implement the Community Vision, there are two branches of strategic planning. The first is an organizational strategic planning effort which focuses on how Park City Municipal Corporation *operates* in order to achieve the Vision. This begins with Council's Goals and the Desired Outcomes of those Goals, which are detailed in Park City 2030. Then, each department or team creates strategies for achieving the Desired Outcomes and Action Steps within those strategies and documents these in a Business Plan. Finally, the programs and projects necessary for pursuing the strategies and action steps, along with their associated costs, are vetted in the Budgeting for Outcomes process and reported in the Budget Document.

The second branch of strategic planning is more external in nature and focuses more (although not exclusively) on the built environment and how the community will develop toward the Vision. This begins with the General Plan, which puts forth strategies and goals within the four Core Value areas. Ultimately, the land management code is derived from these strategies and goals, which details the City's zoning and development standards.

It is important to note that the General Plan and Park City 2030 are not conflicting documents or duplicative. They are both high level strategic documents that guide a particular areas and functions of the City's strategic thinking. Both documents will feed into the shorter term, specific strategies in Business Plans.

Community Vision & Values



The hierarchy of land use in Park City is based upon the State of Utah's land use legislation. The General Plan is Park City's guiding document for land use. It is a long range policy plan that will guide future Land Management Code (LMC) and zoning decisions. The LMC is the regulatory document that addresses specific zoning and land uses within respective zones. The LMC and associated Zoning Map provide for specific uses within noted districts on the Zoning Map. Beyond these governmental tools for regulating land use are private Covenants, Conditions and Restrictions (CC&Rs) that are typically associated with Homeowners Associations (HOAs). These CC&Rs are enforced by their respective HOAs. It is important to note that Park City Municipal cannot enforce CC&Rs, as they are not municipal regulations. However, Utah Code allows cities to refuse to approve plats/subdivisions if CC&Rs prohibit solar and other energy devices based upon renewables:

10-9a-610. Restrictions for solar and other energy devices.

The land use authority may refuse to approve or renew any plat, subdivision plan, or dedication of any street or other ground, if deed restrictions, covenants, or similar binding agreements running with the land for the lots or parcels covered by the plat or subdivision prohibit or have the effect of prohibiting reasonably sited and designed solar collectors, clotheslines, or other energy devices based on renewable resources from being installed on buildings erected on lots or parcels covered by the plat or subdivision.

Enforcement of the LMC is implemented through approvals or denials of land use applications such as a zoning change or plat amendment, Master Plan Development (MPD), Conditional Use Permit (CUP), etc. that are required prior to any new construction activity. If the construction has already occurred without required approval or executed inconsistently with the required approvals, code enforcement will take action including issuing notices to remedy, fines, and/or civil or criminal legal action.

The Hierarchy of Land Use Documents



*May conflict with and be more restrictive than the Zoning Ordinance standards.

Analysis:

Study Session #1 (Feb 4):

Staff kicked off the Strategic Planning discussions leading up to the Council Retreat on Feb. 4 ([Link](#)). In that Study Session Council staff asked Council to consider the following questions:

Council Goals

Council Question: Does Council want to rework or update Council's Goals?

Staff recommendation: Staff feels like the Council Goals, having been reviewed and adopted only three and half years ago, encompass Council's needs and desired future state of the City sufficiently.

Council Direction: Council wants to look at two goals: World-class, Multi-Seasonal Resort Destination and Responsive, Cutting-Edge & Effective Government. Specifically, on the first goal, Council would like to different versions of this goal that make it more community-oriented. For the second goal, Council would like to see more of an emphasis on an engaged citizenry.

In the coming weeks staff will present alternatives for these goals that Council can review.

Council's Desired Outcomes

Council Question: Does Council want to rework or update the Desired Outcomes?

Staff recommendation: Staff is asking Council to prioritize the Desired Outcomes during the Study Session meetings leading to the Council Retreat where Council could update, add, or take away from the Desired Outcomes.

Council Direction: Council is comfortable reviewing and changing the Desired Outcomes, if needed.

Council did prioritize the Desired Outcomes in a survey that hasn't been completely presented or reviewed by Council. The survey acts as a catalyst for discussion, but is not the final word on where the Desired Outcomes would be ranked against one another. In the coming weeks Council will be able to update or change the Desired Outcomes during the review of the Biennial Strategic Plans.

Council's Priorities

Council Question: Does Council want to merge the Council Priorities with the Council Desired Outcomes?

Staff recommendation: There's pros and cons to both: Having a small and succinct list of Council Priorities is nice for communication purposes. However, where the Desired Outcomes (the more comprehensive list) includes all of the Council Priorities it does make it seem somewhat redundant to have two lists.

Council Direction: Council feels comfortable merging the two lists, especially if the Desired Outcomes incorporated the Council Priorities. Council also discussed the possibility of separating which Desired Outcomes were Council's Priorities versus "core" or "essential" services of the City.

Staff will come with recommendations on what a merged list will look like as well as start identifying which Desired Outcomes are Council's Priorities and which are "essential" or "core" services.

Quarterly Goals Report

Council Question: Does Council want a Quarterly Goals Report presented to them for review that includes Action Steps linked to their Council Priorities/Outcomes?

Staff recommendation: Staff recommends a return to presenting this information in a Manager's Report format on a quarterly basis. The report could shift to update Council on the Desired Outcomes that Council is most concerned with.

Council Direction: Council feels that the current Council Priority updates via Staff Report and Manager's Reports are sufficient for them right now.

Staff will continue to present the Quarterly Goals Report with the Biennial Strategic Plan presentations (as they are part of the action items for each plan), but will not resume a quarterly update to Council.

Working with the Strategic Plan

Council Question: Does Council want to continue to use the Significant Impact Matrix? Are there other ways by which Council can keep in mind the Strategic Plan when making decisions?

Staff recommendation: Staff recommends keeping the Significant Impact Matrix, but wants to look for ways to make it more meaningful.

Council Direction: Council was mixed on whether to drop the Significant Impact Matrix. It was suggested that staff come up with alternative ideas that Council could review at a later date.

General Plan

Council Question: Does Council see other areas where the General Plan is challenged in the policy area to meet our land use development needs and should be updated?

Staff recommendation: Staff recommends keeping any updates to the General Plan restrained to critical issues and maintaining staff focus on updating the LMC for the next two years, with the exception of the affordable housing element which will be reviewed as required by state law.

Council Direction: Council is comfortable with the General Plan for now, but in the future wanted to see an emphasis around the Council Priorities. Council was comfortable focusing on the LMC for any changes.

Study Session #2 (Feb 11):

In the second study session Council reviewed Preserving and Enhancing the Natural Environment & Responsive, Cutting-Edge & Effective Government Biennial Strategic Plans.

Preserving & Enhancing the Natural Environment Proposed Changes:

1. Change the Desired Outcome “Economically and environmentally feasible soil disposal” to “Economically and environmentally feasible soil disposal **for citizens and the municipality.**”
2. Adding a WaterSmart Key Indicator.
3. Splitting the ‘Percent of citizens who walked or biked instead of driving at least once a month’ between those who walked and those who biked.
4. Pull out of the Current Challenges section: “Open Space Acquisition Impacts on Housing Affordability.”
5. In the Trends & Opportunities section add “Recycling Opportunities in Town.”
6. In the Staff Focus Areas section add “Acquire Open Space.”

Responsive, Cutting-Edge & Effective Government Proposed Changes:

1. In the Trends & Opportunities section add “Social Media & Multi-media Citizen Engagement.”

Department Review:

Budget, Debt, & Grants Department, Community Development, Legal, and City Manager

Summary Recommendation:

Staff recommends that Council discuss and review its current Strategic Plan looking for weaknesses and potential improvements, as well identifying any needed coordination with or elaboration of the General Plan. Specifically staff is looking for direction with regards to the prioritization and reporting on Council’s Desired Outcomes. Also, staff is asking council to review the World-Class, Multi-Seasonal Resort Destination Biennial Strategic Plan as well as prioritize the Desired Outcomes within the Goal.

Attachments:

A – World-Class, Multi-Seasonal Resort Destination Biennial Strategic Plan

WORLD-CLASS, MULTI-SEASONAL RESORT DESTINATION (DRAFT)

Success of this priority is defined as:

The resort experience continues to exceed expectations. Park City is known as a premier resort destination because of its distinct and recognizable brand, a seamless network of multimodal transportation, and interconnected resorts. Visitors and residents feel safe throughout the community and find that Park City has struck a unique balance between tourism and local quality of life. Tourism remains a chief driver of Park City's economy due to its accessibility, quality snow, and

great summer weather. World-renowned recreational opportunities and an expansive trail network are the center of activity, complemented by multi-seasonal special events and unique, locally-owned businesses. Park City full and part-time residents recognize the exceptional benefits the economic base provides and the paramount importance of fostering and expanding the resort economy in harmony with community values.

Desired Outcomes

The Community and the City Council have identified the following desired outcomes related to this priority:

- Accessible and world-class recreational facilities, parks and programs
- Balance between tourism and local quality of life
- Varied and extensive event offerings
- Unique and diverse businesses
- Multi-seasonal destination for recreational opportunities
- Internationally recognized & respected brand
- Every City employee is an ambassador of first-class service
- ~~Accessibility during peak seasonal times~~
- ~~Well-utilized regional public transit~~
- ~~Walkable and bike-able community~~
- Seamless regional & local network of multimodal transportation options

Key Strategies



The following strategies have been identified as critical for achieving Desired Outcomes:

- Ensure the Timely Maintenance/Replacement of Core Infrastructure
- Environmentally Sensitive Regional Public Transit
- Maintain Transportation Network/Infrastructure
- Public Safety: Preparedness, Prevention, Response, and Education
- Provide Amenities, Facilities, Trails & Infrastructure
- Pursue Development and Redevelopment Consistent with General Plan & Area Plans
- Support & Manage World Class Events

WORLD CLASS, MULTI-SEASONAL RESORT DESTINATION (CONT.)

Key Indicators

KEY INDICATOR	YEAR					ASSESSMENT	
	2011	2012	2013	2014	2015	Benchmark	Trend
Percentage of survey respondents who rate recreation programs as "good" or "excellent."	94%	94%	92%	94%	92%	Higher	Neutral
Percent of respondents who rate the golf course as "good" or "excellent."	97%	97%	97%	97%	98%	N/A	Neutral
Satisfaction levels combining satisfied and very satisfied on satisfaction surveys for all Ice programs.	89%	92%	99%	89%	92%	N/A	Neutral
Percent of McPolin Farm events sold out.	100%	100%	100%	100%	100%	N/A	Neutral
Percent of respondents who rated the overall quality of City Parks as "good" or "excellent."	98%	98%	97%	97%	96%	Higher	Neutral
Percent of respondents who rated the quality of services for snow removal as "good" or "excellent."	77%	77%	83%	83%	89%	Higher	Positive
Percent of respondents who would recommend the tennis programs to friends.	N/A	N/A	93%	97%	99%	N/A	Positive
Percent of respondents who rate the ease of travel by public transportation as "good" or "excellent."	N/A	N/A	89%	89%	84%	Much Higher	Negative
Percent of respondents who utilized bus services this year more than once a month.	N/A	N/A	74%	74%	76%	N/A	Neutral
Percent of respondents who rated the overall Image and Reputation of Park City as "good" or "excellent."	96%	96%	92%	92%	92%	Higher	Neutral
Percent of respondents who rate quality of Street Lighting as "good" or "excellent."	69%	69%	79%	79%	77%	Higher	Neutral
Percent of respondents who would recommend the MARC to their friends.	N/A	N/A	99%	99%	98%	N/A	Neutral
Percent of respondents who rate ease of Public Parking as "good" or "excellent."	N/A	N/A	50%	79%	35%	N/A	Negative

Biennial Plan for World Class Multi-Seasonal Resort Destination

The Key Indicators provide a snapshot of how the community is doing on our goal of being a World Class, Multi-Seasonal Resort Destination. Indicators were taken from Department Performance Measures as well as the National Citizens' Survey, which is given every two years. Where information is available, the indicators are benchmarked against other communities and/or trended over time to highlight areas for improvement.

Recent Successes

- Public Utilities & Streets Concrete & Asphalt Recycling
- Recycling 15% of Asphalt as part of Pavement Mgmt Program
- Rec Awards: ICMA's Voice of the People—Recreation & Wellness, Park City's Best Fitness Center
- Green Waste Recycling (Parks & Golf)
- Completion Stage 3 Main St Sidewalks
- Bear Bench and Bob Wells Plaza Completion
- Expanded Wellness Benefits to Families
- Phase I "Dan's to Jan's" Completed
- Golf Course Food & Beverage (\$20k profit)
- Ice is 92% Booked (6 am—midnight)
- Avatech & Ritual Chocolate Economic Development Grant
- Transit Technology (App, QR codes, Text-the-Stop, Real-Time stop information)
- Water Pipeline through Golf Course
- Permanent Snow Storage Site
- Deer Valley Drive Pathway Lighting & Bus Stops
- City Park Basketball Court Renovation
- Shade in Playgrounds (Quinns & Creekside)
- Started Pickleball Program
- Pilot Program for Off Leash Areas for Dogs
- Expanded Transit Housing
- Best Golf Course for Park City's Best
- Special Event Advisory Committee Creation
- McHenry OTIS Project Completion
- Outdoor AEDs

Current Challenges

- Traffic, Congestion, & Parking
- Federal Funding Uncertainty
- Continued Growth in PC and Surrounding Area
- Special Event Fatigue/Threshold
- Maintaining Aging Infrastructure
- Implementation of OTIS Projects
- Keeping Pace with Supporting Technologies
- Satisfying Demand for Usage of Recreation Facilities (Tennis, Ice, Fields)
- Trail User Conflicts, Overuse and Dog-related Impacts
- Impacts of Water Treatment Facility on PC Golf Club
- Mitigation of Community & Traffic Impacts for Construction Projects
- Funding of Regional Recreational Facilities Master Plan
- Public Works, Utilities & Transit Maintenance and Operations Facilities Space Needs
- Peak Parking Main Street Core
- Competition from Canyons Golf Course
- Planning/Impacts of Future Transit Routes
- Workforce Recruitment
- Parking at Golf Course

Trends & Opportunities

- Increased Competition in Destination Tourism
- Golf Learning Center
- Social Media Presence
- Year-round Aquatic Programs/Water Parks
- Expanded Fields and Parks
- Walkable/Bikeable Communities & Alternative Transportation
- Expanded Regional Transit
- Smart Highway Technologies (Permanent Message Boards, Operations Center, Transit Signal Priority)
- Bonanza Park & LPA Redevelopment
- Increased Use of New Technology
- Vail's Capital Upgrade Plan
- Public Private Partnerships
- Connection of Main St. with Resort Bases
- Mountain Accord
- High Altitude Training
- User Specific and Directional Trails
- Expand Ice Facility
- Wellness & Community Education
- Expand Recreational Opportunities with Regional Collaboration

Action Plan for World Class Multi-Seasonal Resort Destination

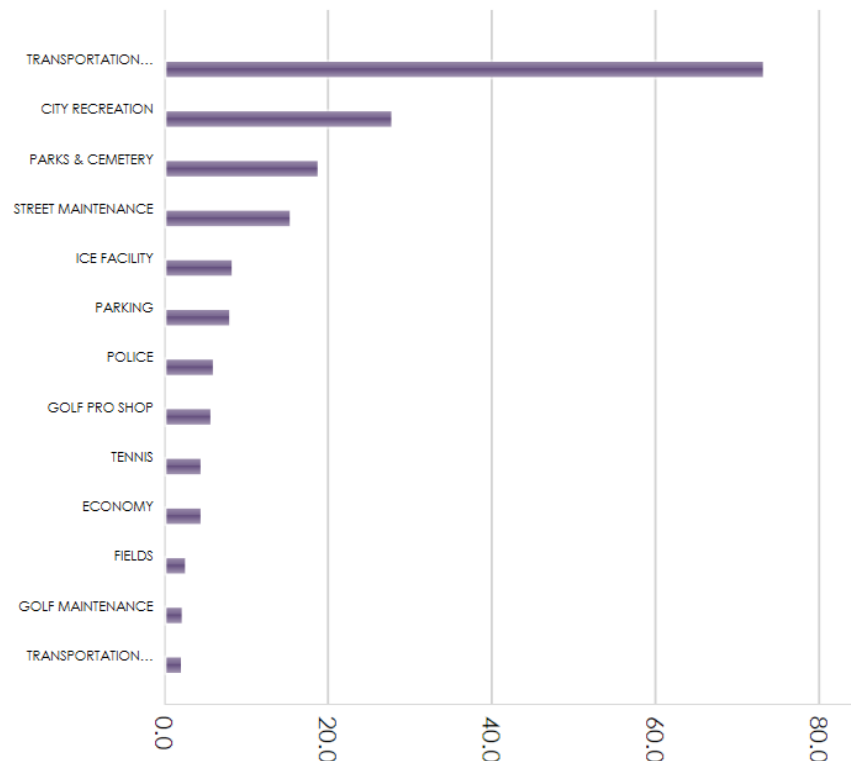
Staff Action Plan

- Regional Transit Service Expansion
- Bus Rapid Transit between Park City & Kimball Junction Area
- Street and Sidewalk Condition Assessment
- Maintain Sequential Plow Priorities
- Ongoing Participation in Mountain Accord
- Dan's to Jan's Walkability Implementation
- Brew Pub & Miner's Plaza Projects
- SR 224 Corridor Plan Implementation
- SR 248 Corridor Plan Update
- Peak Parking Supply/Demand Mgmt
- Transportation Demand Mgmt
- Trails Master Plan Implementation
- Determine Funding Options for Regional Recreation Facilities Master Plan
- Transit Marketing Technology
- Continued Community Partnerships
- Short-Range Transit Development Plan Update
- Parking/Transportation Feasibility Study LoPa & BoPa
- Lowell Ave OTIS & Prospector
- Housing Park Ave Fire Station
- Senior Center
- Receiving 13 New Buses in August (Technology Upgrades)

Staff Budget Plan FY17 & FY18

- Building Maint: Materials & supplies for cleaning
- Transit: Bus Drivers
- Recreation: Recreation Coordinator
- Economy: Business Incentives
- Golf: Part-time employees
- Ice: Part-time employees

Staffing Composition Total FTE's



Strategic Planning

For more information on Park City Municipal's strategic planning process please follow this link:

<http://www.parkcity.org/departments/budget-debt-grants/strategic-planning>

Quarterly Goals FY 2016 Q2: World-Class, Multi-Seasonal Resort Destination

February 1, 2016

Action Step	Dept.	Deliverable/ Description	Status	Type	Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
ACCESSIBILITY DURING PEAK SEASONAL TIMES									
0438 Mountain Accord	TRANSPORTATION OPER	Mountain Accord/Wasatch Summit transportation	On Track	2 Dept	Ongoing		Top	Alfred Knotts (Transportation Planning Director), Jon Weidenhamer (Economic Development Manager), Ann Ober (Regional Community Development Director)	System Teams are meeting regularly working toward the next significant milestone (Individual System Scenarios). System Teams are scheduled to forward recommendations to Executive committee in August 2014. Council Priority: Traffic Mitigation
0455 Kamas\Heber Transit Plan	TRANSPORTATION OPER	Develop plan for Heber\Kamas Transit Service	Delayed	1 Dept	10/01/2014	10/1/2015	Top	Blake Fannesbeck (Public Works Director)	Study Complete. Progress delayed due to Wasatch County requesting City housing resolution be ammended to remove ability for developers to meet affordable housing goals outside City limits if on City Bus Route. Further delays due to Wasatch County\Heber City unwillingness to meet to discuss study and lay out required next steps.
0456 Peak Day Main Street Employee Parking	TRANSPORTATION OPER	Develop and test plan to reduce employee parking in historic core duting peak hours and days.	On Track	2 Dept	07/01/2014	12/15/2015	Top	Blake Fannesbeck, (Public Works Director), Jon Weidenhamer (ED Manager)	Currently meeting with HPCA task force reviewing performance of winter trial program and developing recommendations for ongoing employee parking management program. Scheduled to return to Council Late Winter-Early Spring 2015. Council Priority: Traffic Mitigation
0118 Continue Implementation of Main Street Mini-haul program	STREET MAINTENANCE	Improved parking, vehicular and pedestrian travel	On Track	2 Dept	Ongoing		High	Troy Dayley	This concept has proven to be very successful we are able to reduce the hauling costs while increasing service levels during typical snow storms. Challenges are the reduction in temporary snow storage sites in Swede Alley. We plan to continue this program throughout the winter.
0121 Perform an annual internal street, sidewalk and bike path condition assessment	STREET MAINTENANCE	Identify and prioritize repair and maintenance efforts	On Track	2 Dept	Ongoing		High	Troy Dayley; Ever Armendariz	Streets assessment was completed the information gathered was used to help the development of the 2015 Pavement Management Program. Sidewalk and Bike Path assessments are underway.

Quarterly Goals FY 2016 Q2: World-Class, Multi-Seasonal Resort Destination

February 1, 2016

Action Step	Dept.	Deliverable/ Description	Status	Type	Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
0122 Inspect / replace regulatory street signage to comply with new MUTCD requirements	STREET MAINTENANCE	Compliance of all city regulatory signs	On Track	2 Dept	Ongoing		High	Troy Dayley	Annual sign retro reflectivity inspections are scheduled for March 2016. Replacement of signs that fall below the minimum reflectivity will be replaced.
0124 Apply 5,000 ton asphalt	STREET MAINTENANCE	A City street network with an average RSL (Remaining Service Life) of 10 years	On Track	2 Dept	Ongoing		High	Troy Dayley	Council approved the 2015 Pavement Management Program. 5,526 tons of asphalt was applied to various city streets.
0125 Repair potential hazards in streets, sidewalks and bike paths	STREET MAINTENANCE	Provide safe walkable sidewalks and bike paths	On Track	2 Dept	Ongoing		High	Troy Dayley	A third party trip hazard inventory was completed identifying many hazards, A prioritized list was completed and repairs will continue early next spring.
0224 SR 224 Corridor Plan Implementation: Project co-op agreement with UDOT on SR-224 Lane Dog-Homestake Signal and Intersection Improvements	TRANSPORTATION OPER	Project co-op agreement with UDOT on SR-224 Lane Dog-Homestake signal and intersection improvements	Delayed	1 Dept	10/01/2013	6/1/2016	High	Brooks Robinson (Transit-Transportation Manager)	Delayed due to staff changes at UDOT and City. Draft of Amended Corridor Preservation Agreement in Process as is UDOT/City Cooperative Agreement for next phases of Project (PE, ROW, DES, CON). Transportation Planning staff working with Budget staff to program CIP funding for FY 2016/17. Council Priority: Accelerated Transportation Master Plan Implementation
0239 Transit Coaches Replacement and renewal	TRANSPORTATION OPER	Procure 5 buses and 5 support vehicles	On Track	2 Dept	12/01/2013	10/30/2015	High	Darren Davis	Low Floor RFP completed and advertised for Deisel, Hybrid and CNG options.
0376 Service Expansion: Continued support of PC-SLC Connect Winter Transit Service	TRANSPORTATION OPER	Continued Support of PC-SLC Connect	On Track	2 Dept	Ongoing		High	Blake Fannesbeck (PW Director)	Request for continued subsidy of system scheduled for Council 4-3-14
0378 Service Expansion: Continued support of PC-SLC Connect Summer Transit Service	TRANSPORTATION OPER	Continued Support of PC-SLC Connect	On Track	2 Dept	Ongoing		High	Blake Fannesbeck (PW Director)	Request for continued subsidy of system scheduled for Council 4-3-14
ACCESSIBLE AND WORLD-CLASS RECREATIONAL FACILITIES, PARKS AND PROGRAMS									
0141 Replace outdated 20 year old controllers	PARKS & CEMETERY	Reduce system failures due to aging equipment.	On Track	2 Dept	01/01/2020		High	Clint Dayley	Several new controllers have been installed this year.

Quarterly Goals FY 2016 Q2: World-Class, Multi-Seasonal Resort Destination

February 1, 2016

Action Step	Dept.	Deliverable/ Description	Status	Type	Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
0422 Subsidy Reduction	ICE FACILITY	Through generation of additional revenue, and judicious expenditures, continue to reduce the PCIA subsidy.	On Track	2 Dept	07/01/2014	7/1/2016	High	Amanda Noel (Ice Manager)	Amanda is working closely with Jed and Nate to understand the budgeting process and learn how to monitor the budget. Amanda is working with Jed on making improvements to how budgeting is done at ICE and creating more ownership of budget matters across the Ice Management Team. Amanda is focused on continuing to lower the facility's subsidy. The current subsidy for FY 15 is \$97,305 with a cost recovery of 88.6%. Expenses down \$14,487, Revenues down \$28,842. FY 14 was a big revenue year, FY 15 is still up \$120k from FY 13.
BALANCE BETWEEN TOURISM AND LOCAL QUALITY OF LIFE									
0429 Special Events Municipal Code	ECONOMY	Review & Refinement of Municipal Code as it relates to Special Events	Delayed	1 Dept	04/15/2014	2/1/2016	High	Jason Glidden (ED Program Mgr)	
EVERY CITY EMPLOYEE IS AN AMBASSADOR OF FIRST-CLASS SERVICE									
0294 Food and Beverage in house operation	GOLF PRO SHOP	Evaluate profit margin, products and personnel of Food and Beverage Operation.	Complete	3 Dept	Ongoing	12/15/2016	High	Denise Carey (Golf Farm Coordinator)	Program was successful for the 2nd straight year. Company tournaments were very pleased with the service they were provided and also the pricing they received. While our main goal is still enhanced customer service with competitive pricing we have managed to net \$20,000.00 + profit in consecutive years. This will be a yearly evaluation.
INTERNATIONALLY RECOGNIZED & RESPECTED BRAND									
0135 Create a headstone Inspection program, repair unsafe monuments	PARKS & CEMETERY	Visitor safety / preservation of monuments	On Track	2 Dept	Ongoing		High	Clint Dayley Jarren Chamberlain	An annual inspection program has been implemented. Unstable headstones have been repaired.
0142 Provide Hanging Basket to Main Street & Prospector area	PARKS & CEMETERY	Streetscape beautification	On Track	2 Dept	Ongoing		High	Clint Dayley Maria Barndt	This project is on-going.
PRESERVED AND CELEBRATED HISTORY; PROTECTED NATIONAL HISTORIC DISTRICT									

Quarterly Goals FY 2016 Q2: World-Class, Multi-Seasonal Resort Destination

February 1, 2016

Action Step	Dept.	Deliverable/Description	Status	Type	Original Deadline	Revised Deadline	Priority	Responsible Party	Comments/ Update
0444 Spriggs Barn	BLDG MAINT ADM	Determine the final use for the Spriggs Barn and create a plan for preservation.	On Track	2 Dept	04/01/2015		High	Blake Fannesbeck (Public Works Operations Manager)	A structural evaluation and preservation plan will be performed on this facility along with McPolin Barn, Miner's Hospital and City Park Recreation Building. With these buildings we will also id possible use scenarios for policy and funding discussion. This historical structure is continuing to deteriorate and needs a preservation strategy. In 2012 an interior wall was built to shore up the roof and east side from collapse from snow load. The exterior wood continues to degrade as well as disappear from the site even though we have installed a chain link fence around the building.
UNIQUE AND DIVERSE BUSINESSES									
0463 Implementation of RDA	ECONOMY	Housing, Traffic, circulation and parking plans	On Track	2 Dept	Ongoing		Top	Jon Weidenhamer (ED Manager)	Council work session scheduled in April/ May to review timeline and deliverables Council Priority: LPRDA Master Plan
WALKABLE AND BIKE-ABLE COMMUNITY									
0171 Dan's to Jan's Implementation	TRANSPORTATION OPER	Completed Phase I Projects	On Track	2 Dept	10/01/2014	6/15/2016	High	Heinrich Deters (Trails and OS Project Manager)	Public Open House on design 3/18Strong Public supportStart of Construction scheduled summer 2014.
0176 Sidewalk Reconstruction & Streetscape	ECONOMY	Sidewalk & Streetscape Improvements	On Track	2 Dept	Ongoing		High	Matt Twombly (Sr. Project Manager)	Ongoing. Claimjumper to Heber ave on West side and 5th street to Heber, and 300 block west side to be done summer 2014
WELL-UTILIZED REGIONAL PUBLIC TRANSIT									
0166 Transportation Master Plan Report Card	TRANSPORTATION OPER	Annual Report Card	On Track	2 Dept			High	Brooks Robinson (Principal Planner) and Heinrich Deters (Trails and OS Project Manager)	Will be completed in June every year. Will be compiled in a report and presented to Council.

World-Class, Multi-Seasonal Resort Destination

1. Balance between tourism and local quality of life

CIP Project	Budget
CP0203 China Bridge Event Parking	310,000
CP0329 Main Street Infrastructure Asset Management	100,000

Action Steps/Deliverables	Deliverable/ Description
0060 Meet with staff, Friends of Golf and budget department annually to review rates and player mix	Use data from golf course model for future rate changes

2. Well-utilized regional public transit

Council Priority: Transportation: Congestion reduction; local & regional plans

BFO Programs	Departments	Budget
Summer Service	TRANSPORTATION OPERATIONS	\$2,799,705
Winter Service	TRANSPORTATION OPERATIONS	\$3,955,723
Winter Snow Operations	STREET MAINTENANCE	\$1,146,383
Park City Mobility	TRANSPORTATION OPERATIONS	\$745,492
Clean-up and Storm Drain	STREET MAINTENANCE	\$218,741
Swede Alley Parking Structure	PUBLIC WORKS ADMINISTRATION	\$55,764

CIP Project	Budget
CP0006 Pavement Management Implementation	600,000
CP0009 Transit Rolling Stock Replacement	400,000
CP0025 Bus Shelters	25,000
CP0108 Flagstaff Transit Transfer Fees	300,000
CP0136 County Vehicle Replacement Fund	68,555
CP0289 Ironhorse Transit Facility Asset Management	180,000
CP0313 Transportation Plans and Studies	262,500
CP0316 Transit Facility Capital Renewal Account	50,000

Action Step/Deliverable	Deliverable/ Description
0166 Transportation Master Plan Report Card	Annual Report Card

3. Walkable and bike-able Community

BFO Programs	Departments	Budget
Street Lights & Signs	STREET MAINTENANCE	\$321,849
Urban Trails and Walkability	ECONOMY	\$69,408
Trails (Backcountry)	ECONOMY	\$52,698
Parks & Sidewalk Snow Removal	PARKS & FIELDS	\$401,537
Street & Sidewalk Maintenance	STREET MAINTENANCE	\$382,741
Engineering Project Management	ENGINEERING	\$350,134

CIP Project	Budget
CP0007 Tunnel Maintenance	238,135
CP0191 Walkability Maintenance	40,500

4. Unique and diverse businesses

BFO Programs	Departments	Budget
Economic and Redevelopment	ECONOMY & BUDGET	\$2,142,387

CIP Project	Budget
CP0061 Economic Development	25,000

Action Step/Deliverable	Deliverable/ Description
0463 Implementation of RDA	Housing, Traffic, circulation and parking plans

5. Accessible and world-class recreational facilities, parks and programs

BFO Programs	Departments	Budget
Park Amenities & Infrastructure	PARKS & FIELDS	\$202,946
Parks, Turf & Athletic Fields	PARKS & CITY RECREATION	\$707,217
Parking Management	PARKING & TRANSIT	\$819,901
Retail	ICE FACILITY	\$44,292

BFO Programs	Departments	Budget
Golf Maintenance	GOLF MAINTENANCE & PARKS	\$713,465
Ice Adult Programs	ICE FACILITY	\$137,173
Tennis Tournaments	CITY RECREATION & TENNIS	\$49,713
Ice Youth Programs	ICE FACILITY	\$128,241
Trash Clean-Up	PARKS & FIELDS	\$140,381
Golf Management Operations	GOLF OPERATIONS	\$327,230
Ice Programs	ICE FACILITY	\$105,123
Operations	ICE FACILITY	\$381,765
Recreation Youth Programs	CITY RECREATION & TENNIS	\$629,780
Rec Center Operations	CITY RECREATION & TENNIS	\$460,056
Recreation Adult Programs	CITY RECREATION	\$662,882
Tennis Operations	CITY RECREATION & TENNIS	\$66,967
Concessions	GOLF OPERATIONS	\$53,512
Marketing	CITY RECREATION & TENNIS	\$60,951
Pro Shop	CITY RECREATION & TENNIS	\$131,312
Childcare	CITY RECREATION & TENNIS	\$41,463

CIP Project	Budget
CP0142 Racquet Club Program Equipment Replacement	60,000
CP0167 Skate Park Repairs	5,000
CP0280 Aquatics Equipment Replacement	11,250
CP0364 Master Plan for Recreation Amenities	25,000

Action Steps/Deliverables	Deliverable/ Description
0141 Replace outdated 20 year old controllers	Reduce system failures due to aging equipment.
0422 Subsidy Reduction	Through generation of additional revenue, and judicious expenditures, continue to reduce the PCIA subsidy.
0511 Remove Sediment from Stream Water Detention Basins	Improve stream water quality.
0512 Test & Upgrade Irrigation Systems to Improve Efficiency	Reduction in water used for irrigation.
0563 Electronic Waiver Software	Enhance patron sign in process by implementing software to collect and store liability waivers.
0564 Shower Upgrade	Tile locker room showers

6. Accessibility during peak seasonal times

Council Priority: Transportation - Congestion reduction; local & regional plans

BFO Program	Departments	Budget
Transportation Management	TRANSPORTATION OPERATIONS	\$642,019

Action Steps/Deliverables	Deliverable/ Description
0118 Continue Implementation of Main Street Mini-haul program	Improved parking, vehicular and pedestrian travel
0121 Perform an annual internal street, sidewalk and bike path condition assessment	Identify and prioritize repair and maintenance efforts
0122 Inspect / replace regulatory street signage to comply with new MUTCD requirements	Compliance of all city regulatory signs
0124 Apply 5,000 ton asphalt	A City street network with an average RSL (Remaining Service Life) of 10 years
0125 Repair potential hazards in streets, sidewalks and bike paths	Provide safe walkable sidewalks and bike paths
0224 SR 224 Corridor Plan Implementation: Project co-op agreement with UDOT on SR-224 Lane Dog-Homestake Signal and Intersection Improvements	Project co-op agreement with UDOT on SR-224 Lane Dog-Homestake signal and intersection improvements
0239 Transit Coaches Replacement and renewal	Procure 5 buses and 5 support vehicles
0376 Service Expansion: Continued support of PC-SLC Connect Winter Transit Service	Continued Support of PC-SLC Connect
0378 Service Expansion: Continued support of PC-SLC Connect Summer Transit Service	Continued Support of PC-SLC Connect
0438 Mountain Accord	Mountain Accord/Wasatch Summit transportation
0455 Kamas\Heber Transit Plan	Develop plan for Heber\Kamas Transit Service
0456 Peak Day Main Street Employee Parking	Develop and test plan to reduce employee parking in historic core during peak hours and days.

CIP Project	Budget
CP0036 Traffic Calming	37,500

CP0317 Deer Valley Dr. Phase II	60,000
CP0349 Payment for snow storage lot	170,000
CP0353 Remote snow storage site improvements	25,000
CP0363 Traffic Management Cameras	75,000

7. Multi-seasonal destination for recreational opportunities

BFO Programs	Departments	Budget
Tennis Programs	CITY RECREATION & TENNIS	\$493,607
Golf Shop Programs	GOLF OPERATIONS	\$109,701
Retail Operations	GOLF OPERATIONS	\$244,168

CIP Project	Budget
CP0005 City Park Improvements	100,000
CP0046 Golf Course Improvements	12,000
CP0091 Golf Maintenance Equipment Replacement	98,000
CP0100 Neighborhood Parks	100,000

Action Steps/Deliverables	Deliverable/ Description
0516 Implement RecTrac Web Tickets Module	Purchase, train & install front desk staff; Allow online ticket purchase for events at McPolin Far
0517 Create Department Orientation	Create orientation program that is aimed at part time staff
0518 Install Shade at Creekside Park & PC Sports Complex	Purchase & Install shade at Creekside Park & PCSC
0519 Off Leash Dog Area	Evaluate potential locations for large acreage off leash dog area
0520 Recreation Facility Master Plan	Document that evaluates city owned property for the development of recreation facilities; also be used as impact fee study
0521 City Park Basketball Court	Install pavers and sit wall around basketball court in city park
0522 Club Championships	Bring back club championships for all levels of tennis
0523 Certified Tennis Pros	All contract tennis pros will be certified through PTR and/or USPTA
0530 Mezzanine Repair	Develop a plan to prevent rain & melting snow water from infiltrating the locker rooms.

8. Every City employee is an ambassador of first-class service

Action Steps/Deliverables	Deliverable/ Description
0052 Purchase necessary equipment and upgrade to digital where possible	All CCVS moved to the central network and analog cameras replaced with digital
0294 Food and Beverage in house operation	Evaluate profit margin, products and personnel of Food and Beverage Operation.

9. Varied and extensive event offerings

BFO Programs	Departments	Budget
Special Events	9 CITY DEPARTMENTS	\$2,151,691

Action Step/Deliverable	Deliverable/ Description
0429 Special Events Municipal Code	Review & Refinement of Municipal Code as it relates to Special Events

10. Internationally recognized & respected brand

BFO Programs	Departments	Budget
Flowers/Holiday Lighting/Beautification	PARKS & FIELDS	\$384,003
Cemetery	PARKS & CEMETARY AND CITY REC	\$115,697
Business Improvement District	ECONOMY	\$64,419

Action Steps/Deliverables	Deliverable/ Description
0135 Create a headstone Inspection program, repair unsafe monuments	Visitor safety / preservation of monuments
0142 Provide Hanging Basket to Main Street & Prospector area	Streetscape beautification

11. Every City employee is an ambassador of first-class service

Action Steps/Deliverables	Deliverable/ Description
0052 Purchase necessary equipment and upgrade to digital where possible	All CCVS moved to the central network and analog cameras replaced with digital
0294 Food and Beverage in house operation	Evaluate profit margin, products and personnel of Food and Beverage Operation.



DATE: February 25, 2016

TO HONORABLE MAYOR AND COUNCIL

This report provides a high level overview of community engagement, briefly summarizing the events of the past year, outreach methods, and engagement techniques. Council is asked to consider the outcomes it seeks to achieve in the coming year so staff can define and implement a robust and effective program.

Respectfully:

Phyllis Robinson, Public & Community Affairs Manager

City Council Staff Report



Subject: Community Engagement Study Session
Author: Phyllis McDonough Robinson, Public Affairs Manager
 Kim Clark, Community Engagement Specialist
Department: Community Affairs
Date: February 11, 2016
Type of Item: Study Session

Summary Recommendations:

Staff recommends that the Council discuss its community engagement goals and desired outcomes for the coming year. Staff is particularly interested in discussing Council-focused engagement opportunities as a tool for structured community feedback on issues of more general nature.

Executive Summary:

This report provides an overview of community engagement, briefly summarize the events of the past year, outreach methods, and engagement techniques. Council should discuss and define during this study session the outcomes it seeks to achieve through community engagement in the coming year. Staff will use this input to define and implement a robust and effective program to address Council's priority of "increasing citizen involvement through outreach/government holistic decision making."

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Well-utilized regional public transit Balance between tourism and local quality of life	+ Reduced municipal, business and community carbon footprints Abundant preserved and publicly-accessible open space	+ Diverse population (racially, socially, economically, geographically, etc.) Physically and socially connected neighborhoods Part-time residents that invest and engage in the community	+ Engaged and informed citizenry Ease of access to desired information for citizens and visitors
Assessment of Overall Impact on Council Priority (<i>Quality of Life Impact</i>)	Positive 	Positive 	Very Positive 	Very Positive 
Comments: Community engagement has positive direct impacts on specific projects and long term community benefits by building a culture of community input and trust.				

Background:**What is community engagement?**

At its most basic, citizen engagement is the process by which government involves its public in the decisions that affect them. The purpose of community engagement is to have citizens first talk with each other to identify concerns or outcomes that the community favors rather than an individual. Citizen engagement occurs along with, not in place of, the work of elected and appointed officials. It is not an alternative to representative government nor is it intended to replace legislatively required public hearings. Community engagement and public hearings are not mutually exclusive processes. In many cases, community engagement processes often precede a public hearing process. Public hearings can be effective ways for citizens to participate directly in the public process, and because comments are recorded as minutes in the public record, it also affirms that their voice has been heard.

Guiding Principles of Community Engagement *(adopted by City Council in 2014)*

Open and Responsive: Complete, accurate and timely information is shared with all potentially affected interests and two-way informational flows are emphasized. It also includes reaching out in new ways to persons with special needs such as those with limited English proficiency, students, or working households with less time to devote to city issues.

Proactive: In an age of sound bites, citizen journalism and social media, a citizen's perception of a service, event or an issue can become reality. The city can bring perception and reality into line by telling its own story and initiating outreach rather than simply responding to issues and events as they occur.

Meaningful: For many citizens, the process is the product. Whether it is a workshop or a virtual meeting, each time we ask our community to engage with us, we are asking them to prioritize community matters over personal or family matters. Public confidence and acceptance in the outcome is greatly influenced by whether or not community members feel they have real opportunities for engagement in a way that can influence the ultimate outcome. Processes should be well-designed, implemented respectfully, flexible and evaluated.

Community-centered: Public dialog and decision-making processes identify, reach out to, and encourage broad participation. There is no "one size fits all approach". Effective processes can be stressful for participants and elected officials as we engage in a process to determine the best option(s) versus asking for response to a course of action. Processes must be inclusive, accessible, open, honest and understandable. Processes must respect a range of values, interests and the knowledge of those involved and move beyond traditional methods and venues.

Honest: Community engagement requires commitment and honest intent by public officials including clarity and specificity with participants about how their input and feedback will be considered. It is not a way to convince the public to agree to a pre-

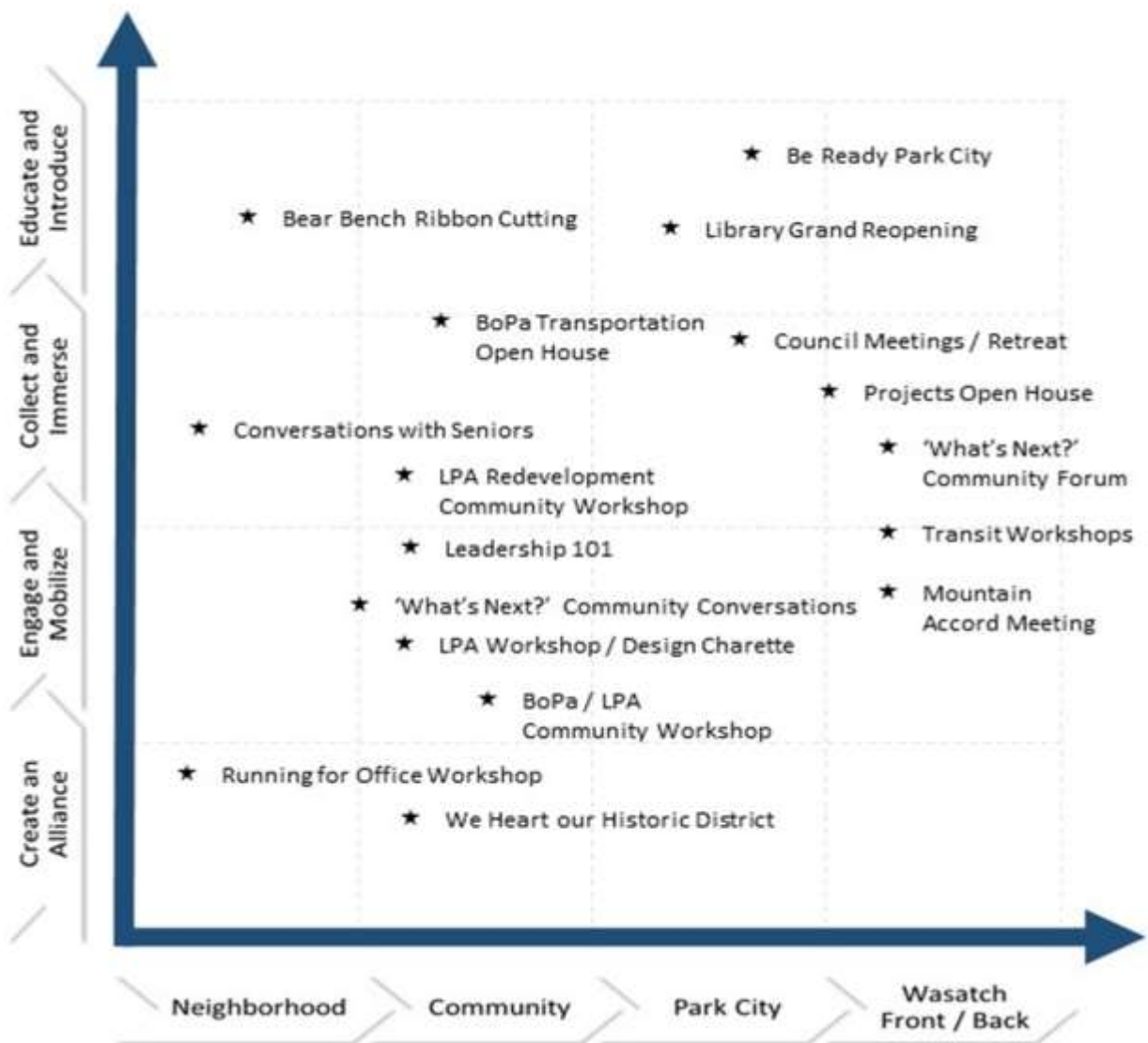
determined course of action. The most important question to ask before initiating engagement activities is “to what extent are decision-makers able and willing to consider the results of citizen engagement processes in their decision making?”

Analysis:

The first step in designing a public engagement process is to define our “promise to the public.” How do the decision-makers need the public to be involved in order to make informed decisions on behalf of the community. We must understand the relationship between impact and scope in order to create an effective program. Generally, the more complex the issue and the broader the scope of impact the more diverse the outreach and more sophisticated the tools used.

Summary of 2015 Engagement Activities

The chart below highlights the major outreach activities supported by the Community Affairs Department in the past year in design and/or execution. This is not an exhaustive list of all events hosted by the city in the past year.



Overall, there were 1,478 participants in engagement events in 2015. Ratings for community engagement in the 2015 National Citizen Survey exceed the national benchmarks. Eighty-five percent of respondents rated opportunities to participate in community matters as Excellent or Good.

You can lead a horse to water....

At the conclusion of an engagement process, we may hear that “only the usual suspects attended”, “not enough people attended” or “we didn’t hear from enough people.” Such concerns (and complaints) are not unique to Park City. While at times that may indeed be the case, and if so additional outreach can and will be conducted, we must also ensure that such statements are not an attempt to discredit the input received because it was contrary to another prevailing opinion.

It is important at the beginning of a public engagement process to be clear on the purpose of the meeting, how decision makers will use the information, and to implement a range of outreach methods to reach all potentially affected interests. It is important to keep in mind that public input is generally designed to aid in the decision making process for elected and appointed officials. Unlike a ballot measure, it is not a vote where the majority of those present control the outcome.

There are many reasons people do not attend public meetings. Below are several frequently cited reasons both in Park City and across the country.

- (1) Relevancy: The issue or project is self-limiting in terms of its audience. It is reasonable to expect that a discussion on senior services, for example, is more likely to draw members of the senior community, not young families. Similarly, we are more likely to see families with young children attend a workshop on childcare or youth recreation programs;
- (2) Schedule: The meeting date/time is not convenient. Lives are busy. In a resort town, work schedules on-mountain begin early and in the restaurants end late the times in between often spent taking care of daily life.
- (3) Confidence: There is a high level of trust in decision makers on the particular issue. Park City regularly gets high marks in the National Citizen Survey on governance.
- (4) Apathy: Residents do not believe their voice makes a difference. It is perceived that the ‘government’ is only checking the box by having the meeting and the outcome has already been decided.
- (5) Awareness. They didn’t know about the meeting. We are fortunate in Park City to have an engaged citizenry, good citizen utilization of the City’s website & social media outlets, and a receptive media to help promote events.

There are many things we do to mitigate reasons for non-participation. At the beginning of each process staff identifies the spectrum of potentially affected community members as well as their interests and uses a broad range of methods to promote meetings in a timely manner. Methods include identifying special interest groups and reaching out personally to ask them to engage their membership, offering more than one meeting time, or various method of participation such as an online presentation with a survey that does not require an in-person meeting or a specific time constraint.

A unique challenge for public outreach in Park City is the high number of units occupied either only seasonally or by local renters who would not receive information if mailed to the property owner. Door-to-door and targeted outreach, for example, will reach a renter, but not the property owner and vice versa so extra steps must be taken to be sure all affected parties are aware of an upcoming event. This year we introduced nontraditional methods including moving A-Frames throughout a neighborhood as we did to inform neighbors of upcoming road construction meetings and the We Love our Historic District meeting. We also placed A-frames at the transit center as another central outreach location. We also use the property tax rolls to notify property owners of upcoming projects in their area. This was successful for Lowell Avenue – more than 60% of the property owners responded to a survey link to provide input. We also offered the option of a community meeting on this project during the holidays when property owners indicated they would be in town.

Of particular concern is encouraging a diversity of voices participating in the process – age, gender, race, cultural identity, physical location, tenure of residency are examples. Last fall we took some initial steps to bring the voices of members of our Hispanic community to the table – literally in the case of a Council study session – and more figuratively in transit outreach through flyers in Spanish and Spanish language outreach on the radio. This is an area to consider more closely in the coming year.

Applying the Rule of Seven to Community Outreach

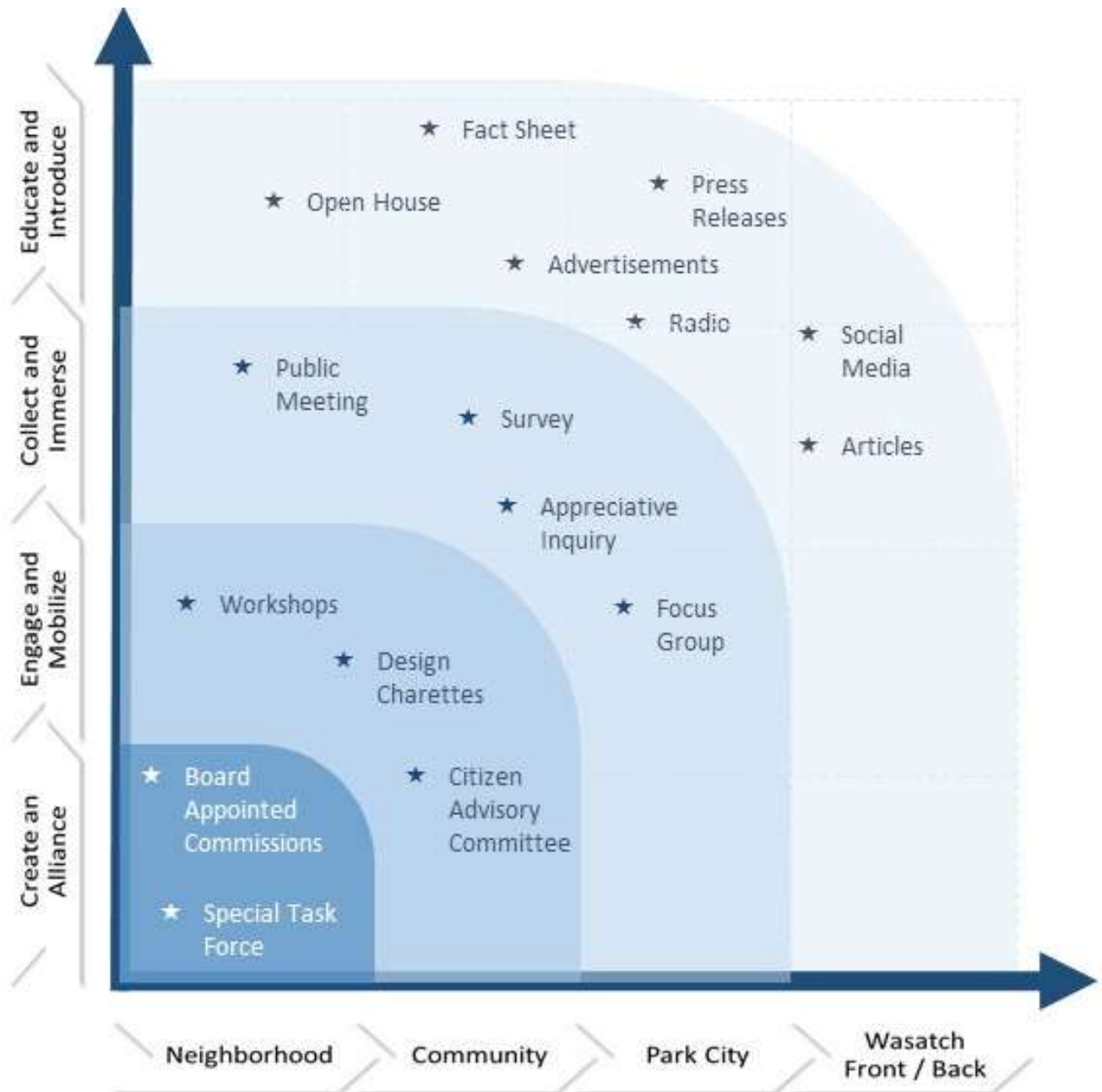
The rule of seven is one of the oldest concepts in marketing. Simply put, a prospective buyer should hear or see the marketing message at least seven times. The first few times someone sees or hears a message it doesn't always register completely given the constant stream of information competing for attention in our brains.

We apply the Rule of Seven concept in public outreach through continuous and repetitive effort in multiple sectors. A robust outreach program to inform the public of an upcoming event is a critical step in the engagement process. We want to ensure that people are making an informed choice as to whether or not they attend a meeting. This means they need to know about the opportunity and in enough time to arrange to attend if they choose.

For example, did they hear an interview about it on KPCW? Read about it in the Park Record? Receive an e-blast from the City? See a tweet or a Facebook post? Receive a flyer at home? Hear about it at Lodging Association or Newcomers? Receive an invitation via another community organization? Been personally asked to attend? The six-most dreaded words for Community Affairs staff come from a citizen stepping up to the microphone at a Council meeting saying “*I didn't know this was happening*” and ask Council to postpone a decision. While we work to drive high levels of participation and input, we also recognize that not everyone can or will attend. What we work to ensure is that folks are aware of the issue and the opportunity to participate in shaping the outcome.

Engagement Tools

Community members can participate in a variety of ways, and to different levels of influence and identify needs, generate solutions, or plan new initiatives and service delivery approaches. There is no simple solution or “one fit all approach” for effective community engagement. It will often be necessary to combine a range of complementary methods. Different tools will appeal to different audiences, also.



The first step in developing an engagement process is identifying goals of the engagement and the desired outcomes. The outcomes inform the process and the tools. In addition to seeking clarity on the engagement channel and the input sought, the community calendar should be consulted to avoid (as much as possible) community conflicts that could affect public participation levels or create community burnout.

Meetings within Meetings Approach

- **Projects Open House (March 2015):** Our annual spring Projects Open House began in 2014 maximizes the use of the community's time and city resources. As individual meetings, the projects presented at the Projects Open House would draw 10 – 15 people and we would hold six to eight meetings over a two-month period. This one-stop shop approach instead attracts 80+ community members who learn about and provide input on a range of projects in one evening. This has significant savings in terms of the community's time, as well as cost savings in terms of staff time and paid advertising, and incidental expenses associated with meetings. Costs are shared among the participating projects.
- **Joint Transportation and Lower Park Avenue Workshops (November 2015):** This is another example of combining meeting to attract a broader cross section of the community. The idea for this grew out of a transportation meeting in August. At that meeting staff and participants noted significant overlap among participants who attended a Lower Park Avenue meeting held a couple of weeks earlier. We also received comments during the transportation meeting from attendees that we could have combined the meetings. Staff noted that feedback and when we found ourselves needing to schedule several public meetings during a very crowded November calendar, we decided to host both discussions within one single meeting. We offered the meetings twice – on different weeks and on different days of the week. The attendance was a bit higher at the second meeting due to additional time to promote the meetings as well as word of mouth.

The majority of people attended initially because of one of the topics but stayed for both sessions. Several people expressed appreciation for the format and encouraged us to use it again for future meetings. Over the course of the two meetings, 80 community members participated in round table discussions on transportation and siting community buildings in Lower Park Avenue. Staff also noted during registration new faces at the meeting, including a few who noted that this was their first time attending a public meeting. This is one of our key indicators of a successful event. This format maximized advertising and outreach impact and shared expenses over two projects. The level of attendance and interaction was greater than individual meetings held earlier in the year on similar topics.

2015 What's Next Park City - A very brief engagement case study

On June 15, 167 community members attended "What's Next Park City" hosted by the Park City Council. Overall, there has been very positive feedback by the community about the growth presentation and subsequent community conversations. One key finding was that while the City has had previous community meetings about growth, it

has largely been within a regulatory context when updating documents such as the General Plan, Historic District Guidelines, or the Land Management Code. This new presentation was developed at a broader level and communicated better with newer residents and longtime locals alike, providing context about future challenges. Staff observed that the June 15 meeting in particular was attended by a mix of Park City residents, diverse in age, tenure and previous involvement. While the city information was not considered “new” by a few of our longer-term members, all considered the regional and statewide information quite helpful. We provided the opportunity for attendees to offer immediate feedback via comment walls outside the Santy auditorium. We also provided a take home guide to give attendees the opportunity to reflect before providing comments via an on-line survey.

Recognizing that not everyone could attend the June 15 meeting, we filmed the meeting and posted the presentations on-line immediately following the meeting. We also scheduled follow-up community conversations held June 23 and June 27. Approximately 50 percent of the attendees said they had not been at the June 15 meeting but had reviewed the on-line information. More than 70 community members participated in the follow-up conversations.

All of the conversations were productive, engaged sessions with a high-level focus on the community speaking while Council and staff listened. The format for these sessions – three simultaneous meetings repeated within in the week- were generally considered successful. Several participants stated that the City should host more meetings in this small group format.

The attached calendar outlines the outreach process for the June 2015 What’s Next Park City meetings, and included pre- and post-event outreach.

Outreach Methods Summary

- City e-blasts via e-notify and website
- Inclusion in other newsletters (Chamber/Visitor Bureau Member to Member and Historic Park City Alliance)
- Radio interviews (4)
- Radio PSAs
- Newspaper Ads (4)
- Guest Editorial by Councilmember Henney
- Two articles by Jay Hamburger in the Park Record
- Social Media (including Facebook ad and event, Twitter and YouTube)
- Community groups direct outreach by Council and staff
- Community comment boards immediately following the event
- On-line access to June 15 materials including video of evening presentation with link to survey for comments
- Community Conversations (held twice at multiple locations)
- Follow up thank you emails with survey
- Follow up email prior to study session in August

An outreach calendar is developed for all engagement events. The potentially affected interests and the type of input sought by decision makers determine the methods and extent of the outreach.

Council Discussion Questions:

Community engagement is an ongoing cumulative process enabling relationships and trust to build and strengthen over time. Individual engagement events are designed within this larger framework of building trust and furthering Council's priority of *"increasing citizen involvement through outreach/government holistic decision making."* This report provided an overview of community engagement, and briefly summarized the events of the past year, outreach methods, and engagement techniques. Staff is asking for Council discussion on the outcomes it seeks to achieve in the coming year through community engagement in order for staff to define and implement an effective program.

- (1) How do you define a successful community engagement event?
- (2) What type of information do you find effective as aids in your decision-making?
- (3) Is Council interested in participating in less formal outreach meetings at a local coffee shop or other venue? What is the best way to schedule these?
- (4) Is Council interested in a community outreach event prior to the annual City Council Retreat such as an informal local gathering or a community survey?
- (5) Is Council interested in hosting a community-wide meeting this year of similar size to the June 2015 What's Next event? If so, are there suggested topics for the community to explore for this meeting?

Staff Next Steps

- Develop 2016 Community Engagement program including master calendar
- Community Engagement Toolkit
 - Staff Training Program
 - Coordinated Engagement Calendar
- Social media integration with website
- Small group meetings at local coffee shops or other venues, if requested
- Follow up on other action items from this Study Session

Department Review: This report was reviewed by Community Affairs and Sustainability staff, the City Attorney and the City Manager.

Recommendation: Staff recommends that the Council discuss its community engagement goals and desired outcomes for the coming year. Staff is particularly interested in discussing Council-focused engagement opportunities as a tool for structured community feedback on issues of more general nature.

Attachment A:

Outreach Calendar for 2015 "What's Next Park City?"

What's Next? Community Outreach Plan - to be held June 15, 2015

Day	Date	Method	Target	Responsible
Tuesday	26-May	Park City Chamber / Bureau Board of Directors Meeting	Presentation on the Agenda for short presentation	Matt
Tuesday	2-Jun	Board of Adjustments Meeting	Board Members	Dick Peek
Tuesday	2-Jun	Recreation Advisory Board Meeting	Advisory Board	Tim Henney
Wednesday	3-Jun	Historic Preservation Board Meeting	Preservation Board	Cindy Matsumoto
Wednesday	3-Jun	Park City Historical Society Meeting	Preservation Board	Cindy Matsumoto
Monday	8-Jun	Public Art Advisory Board Meeting		Jenny Dierson
Monday	8-Jun	Peace House Meeting		Cindy Matsumoto
Tuesday	9-Jun	PC Rotary Meeting	Short pitch to attend meetings and urge to get involved	Diane Foster
Tuesday	9-Jun	Citizens of Open Space Meeting	Short pitch to attend meetings and urge to get involved	Andy Beerman
Tuesday	9-Jun	Mountainlands Community Housing Trust Meeting	Short pitch to attend meetings and urge to get involved	Liza Simpson Tim Henney
Wednesday	10-Jun	Newcomers Club Meeting @ 10a @ Community Church	Short pitch to attend meetings and urge to get involved	Ann Ober Phyllis Robinson
Thursday	11-Jun	Senior Center @ 12:45 Lunch Meeting	Short Pitch & Lunch to attend meetings and get involved provide flyers	Liza Simpson
Monday	15-Jun	Recycle Utah Meeting	Short pitch to attend meetings and urge to get involved	Tim Henney
		Park City School District		Cindy Matsumoto
Tuesday	2-Jun	KPCW News Director Meeting (8-9 am)	Community	Jack Thomas Tim Henney

Thursday	4-Jun	KPCW Interview @ 8:30	Promote – what’s next meeting	Jack Thomas Tim Henney
Wednesday	10-Jun	KPCW	Mention during City Manager Agenda Review	Diane Foster
Thursday	11-Jun	KPCW @ 8:40	Community	Ann Ober & TBD
Friday	12-Jun	KPCW Interview @ 8:30	Brief promotion of MA by CC during Council radio wrap-up	Mayor Jack Thomas Tim Henney
Wednesday	3-Jun	PSA on KPCW	Community	Phyllis Robinson
Wednesday	3-Jun	Park Record Ad for What's Next meetings ¼ page; color	Community	Phyllis Robinson
Saturday	6-Jun	Park Record Ad for What's Next meetings ¼ page; color	Community	Phyllis Robinson
Wednesday	10-Jun	Park Record Ad for What's Next meetings ¼ page; color	Community	Phyllis Robinson
Saturday	13-Jun	Park Record Ad for What's Next meetings ¼ page; color	Community	Phyllis Robinson
Monday	8-Jun	Park Record Editorial Meeting @ 9:30	Media & Community	Jack Thomas Tim Henney Ann Ober Phyllis Robinson
Monday	1-Jun	Website/FB/Twitter/E-notify/ social media	Community and Media	Phyllis Robinson
Thursday	4-Jun	Social Media #keepingparkcity Periodic Tweet/FB	Community & Media	Phyllis Robinson
Monday	8-Jun	Social Media #keepingparkcity Periodic Tweet/FB	Community & Media	Phyllis Robinson
Thursday	11-Jun	Social Media #keepingparkcity Periodic Tweet/FB	Community & Media	Phyllis Robinson
Monday	15-Jun	Social Media #keepingparkcity Periodic Tweet/FB	Community & Media	Phyllis Robinson
Wednesday	3-Jun	E-blast #1	HPCA (Historic Park City Utah)	Phyllis Robinson / Elizabeth

Friday	5-Jun	E-Blast # 2	CVB, Lodging, etc...	Phyllis Robinson / Elizabeth
Monday	8-Jun	E-blast #3	Leadership Alumni	Phyllis Robinson / Elizabeth
Monday	8-Jun	E-blast #4	Construction Update lists	Pi Construction teams
Wednesday	10-Jun	E-blast #5	Chamber Members	Phyllis Robinson
Tuesday	2-Jun	Distribute/Post Fliers/Posters	Starbucks / City Buildings / TBD	TBD
Friday	5-Jun	Check /Distribute/Post Fliers/Posters	Starbucks / City Buildings / TBD	TBD
Monday	15-Jun	Community Growth Forum	Community	ALL HANDS ON DECK



DATE: February 25, 2016

TO HONORABLE MAYOR AND COUNCIL

Over the last year and a half it has become increasingly difficult to recruit and fill empty positions at the City. Because of the rapidly recovering Utah economy and difficulty competing with the Wasatch Front for public sector employees, staff recommended that City Council modify its current pay plan philosophy, which Council supported. In addition, Council also suggested that staff explore other options, beyond monetary compensation, in order to increase our competitiveness and enhance recruitment and retention efforts. Those recommendations are presented for your consideration below.

Respectfully:

Brooke Moss, Human Resources Manager



City Council Staff Report

Subject: Staffing and pay challenges continued
Author: Brooke Moss, HR Manager and Jed Briggs, Budget Manager
Department: Human Resources
Date: February 25, 2016
Type of Item: Legislative

Summary Recommendations:

At the request of City Council, an internal team of employees reviewed various ways to expand the City's non-monetary benefits program in order to enhance our ability to recruit, retain, and motivate staff. In addition, staff has ensured that if there are recommended program expansions, that they align with Council's three Critical Priorities; Transportation, Housing, and Sustainability.

Executive Summary:

Over the last year and a half it has become increasingly difficult to recruit and fill empty positions at the City. Because of the rapidly recovering Utah economy and difficulty competing with the Wasatch Front for public sector employees, staff recommended that City Council modify its current pay plan philosophy, which Council supported. In addition, Council also suggested that staff explore other options, beyond monetary compensation, in order to increase our competitiveness and enhance recruitment and retention efforts. Those recommendations are presented for your consideration below.

Background:

On May 7, 2015, Council discussed the City's current pay plan philosophy and concerns that it was becoming increasingly problematic to continue with the existing pay plan and keep up with the City staffing needs. As Council is aware, the ability to attract, and retain qualified candidates for our open positions has become increasingly difficult across the entire organization.

Organization Challenges:

- **Low unemployment**, especially in Summit County, and all over Utah is likely one of the most significant factors hurting our recruitment and retention efforts. Utah's very low unemployment rate makes it more and more difficult for the City to attract qualified employees away from existing employer and other opportunities.

Unemployment Rates - Utah DWS			
	Feb-15	Oct-15	Dec-15
State of Utah:	3.4%	3.6%	3.5%
Summit County:	3.0%	3.4%	2.4%
United States:	5.5%	5.0%	5.5%

- **Lack of availability of qualified applicants.** Due to the low unemployment rate, fewer qualified candidates have been applying for our vacant positions, which has prolonged vacancies and, at times, resulted in slow response times and less qualified workers.
- **High wages from our competitors.** Park City uses primarily local governments in the surrounding area to compare and contrast wages for benchmarking purposes. We do not utilize surrounding businesses. Historically, this has been effective methodology, as one of our most attractive selling points is an excellent or above average benefits package matched with our relatively moderate wages. Unfortunately, staff is seeing for the first time that not only are our wages being beaten by other municipalities, but also our benefits package, particularly so in the private sector for seasonal and hourly positions.
- **High cost of living in Park City.** Using the average Park City home value, our wages do not support the ability for almost all employees to purchase a single family home within the city limits of Park City. Council and staff have made great strides in affordable housing options through a variety of programs, yet the cost of living continues to rise and outpace demand. One of our primary concerns identified in May with Council is the impact to non-exempt pay plan employees, or those making the lowest wages in our organization. The high cost of living in Park City and now surrounding areas is particularly difficult for those making below \$50k in annual earnings, of which the City has many employees at this level.
- **Changes by the state legislature to the state pension system.** This has weakened a longstanding and critical benefit of working in the public sector – namely competitive benefits. The result is especially challenging given government jobs typically pay less than the private sector.
- **High cost of commuting vs. working locally** poses real challenges to a workforce that is, by way of the cost of living and housing, forced to live in other communities and drive into Park City for work. Commuting costs can average an additional \$300-400 per month in gas vs. local employment; and the number of employees living outside of Park City and Summit County continues to grow each year.

Current Pay Plan

Our current [Classification and Pay Plan Manual \(2012\)](#) sets forth the City's pay philosophy. (See Pgs. 7-10). A history of pay philosophy changes was laid out in the May 7, 2015, staff report; a quick summary is that changes were made during the recession to lower wages for City staff in order to prevent layoffs and provide a balanced response to the difficult economic conditions. In order to update the Pay Plan to better reflect today's strong economy, Council supported several changes that will take effect July 1, 2016, and are expected improve our competitiveness. They are:

- **Modification #1:** The existing practice is to use a benchmark's midpoints, and not top of pay. Staff recommends we use only the highest level of pay to compare with the City's top pay levels. If midpoints were eliminated, it would change the benchmarks with multiple incumbents only, which is generally those in the non-exempt pay plan, and would affect then those lower earning staff members, who we most struggle to attract and retain.
- **Modification #2:** Changed average positions used from 2nd-6th to the methodology used pre-recession which was 1st-5th. This should move the City closer to the "top of the market" philosophy seen previous to the recession.
- **Modification #3:** Increased the number of grades in the Pay Plan and made the range within the grades smaller. In order to offset these changes and reduce the impact of moving a position above the market with a change in pay grade, staff also recommends we place additional grades in the pay plan. While this will make grade changes for positions considered "below market" smaller, it will also result in positions moving more often than they would have previously, which will impact retention and general acceptance of pay levels.

Organizational Adjustments (Immediate)

In addition to the changes above, immediate pay adjustments were supported by Council for certain Building and Transportation positions as part of last year's budget to allow for recruitment in organizational areas proving lower levels of service due to staffing challenges. As a result, some relief has been seen, yet there are still recruitment and retention problems in both departments.

For example, the building department has an opening for a building inspector we are currently unable to fill (though it has been filled once since the adjustment) and Transit department has come closer to fully staffed, but has not been able to maintain a full department staff. Despite these challenges, staff believes the overall quality of our Transportation and Building recruitments and new staff has been improved due to the immediate wage adjustment authorized by Council.

New Recommendations

Once approval was granted by Council to make changes in our pay philosophy, Council also asked for other ideas, beyond monetary compensation, which might make the City a more attractive place for prospective candidates and help prevent escalating levels of attrition. In order to do this properly, current "free to employee" benefits must also be reviewed. These benefits may have no cost, require a City offset, affect other programs and/or are paid for with City funds. They include the following for full time employees:

- City paid retirement pension program
- \$50,000 in life insurance and accidental death and dismemberment coverage
And \$5,000 family coverage
- Short term and long term disability coverage

- Dental program
- Up to \$900 per fiscal year retirement contribution match of employee contributions
- Housing allowance of \$200 per month (\$250 for emergency responders) to those who live within the Park City School District boundaries.
- Tuition reimbursement up to the annual IRS maximum of \$5,250 for accredited degree programs
- No cost access to Health Savings Account and Flexible Spending Accounts for health and dependent care expenses
- Paid sick and vacation leave
- No health insurance premium for employees with single coverage who participate in the City's Healthy Living Program
- Employee Assistance Program (mental health support)
- \$50 monthly vanpool subsidy for those employees participating in the UTA vanpool from Salt Lake City
- Free employee & family use of Ice Arena for open skating sessions and discounted programs
- Free employee & family use of PC MARC facilities, including fitness classes and discounted programs
- Ski passes to check out for Deer Valley Resort
- Service Awards and dinner to celebrate each 5 years of employee retention
- Employee holiday and summer parties
- Discounted use of golf course for employees and spouse
- Free library card (\$40 value) for employees who live outside of Park City
- No cost foreign language learning tools & software
- Bring your dog to work (depending on department)

An employee committee was formed to examine possible expansion options, and their recommendations include moving forward some of the following options. They have been separated here in groups based on budget need. Those which cost the City nothing, or some with very little budget impact, can be implemented easily at this time. However, many will require a budget request, and will be weighted with other City needs through the regular budget process.

It is important to note that the committee members felt that the single best positive impact to recruitment and retention will be had with the likely increases in pay for many positions that is expected to come with the aforementioned three changes to the Pay Plan that City Council directed. Without a Pay Plan that is on par or slightly ahead of other area local governments, improvements made to the City's benefit package will not allow us to attract and retain qualified employees.

Little to No Monetary Impact (No budget request needed): Because options that would require ongoing City funds would require a budget request and we are not currently in the budget process, the following could be implemented now for no cost, or costs could be absorbed into current budgets. The ancillary benefits committee,

working closely with the HR department, will implement these options within the next several months:

- **Educational Reimbursement Benefit** is currently limited to the IRS taxable amount of \$5,250 per year. Staff recommends that if funds are remaining at the end of the fiscal year, allow these funds to be equally disbursed to those in the program on a taxable basis, increasing their benefit and the value of the program.
 - *Staff recommends increasing the Educational benefit to improve employee opportunities to pursue ongoing and continuing education.* The HR department will implement this change for the current fiscal year.
- **Flexible Schedules** have become necessary for many employees to achieve a work/life balance with challenges such as children, elderly parents, and other life stresses. These programs are allowed at the City for many departments/areas depending on needs and scheduling. These programs will continue to be encouraged to managers. Managers have been reminded and encouraged to consider work/life balance and flexible schedules with their employees.
- **Transportation Compensation** –carpooling, bussing or vanpooling. It generally takes longer to commute in a carpool, bus or vanpool. Paid time for time above what a normal commute would be in a single rider car. Staff recommends Council take this option under consideration. If Council directs staff to further explore this option, staff will return to Council with proposed standards for bus vs carpool vs. vanpool for different categories of commute distances.
- **Paid Vanpool Captain** – potentially \$600 per year. Compensated with a bonus, of \$50 a month as a reward for the administrative work required to be a Vanpool Captain. Absorbed by City departments and/or the HR department funds. Implemented by the HR department currently.
- **Paid Visa Cards for Health Savings Account** – *Currently cost the employee \$18 per year, which discourages participation. HR could absorb those costs within current resources.* Implemented by HR for the current plan year.
- **Increase/Restart City Meetings** – City Manager used to hold quarterly meetings with all staff to talk about current projects, focus, etc. With the implementation of the Weekly Staff Strategy Meeting, City-wide All Hands Meetings were cut down from four times each year to two times each year. Employees have asked to begin this again and future meetings are now scheduled. To be implemented by Matt Dias and the HR department for this fiscal year.

Low cost options which may be submitted over the next 3-4 years as budget options. These options may or may not be recommended for the FY 2017 budget due to budget constraints. The Ancillary Benefits Committee will meet once a year during the period to discuss these requests and provide necessary information to the Budget Committee:

- **Emergency relief fund** for those carpooling or vanpooling - \$300 per year. Available for taxi rides if vanpool or carpool employees have to go home unexpectedly for illness, family issues or emergencies. Encourages carpooling and vanpooling.
- **Use of City vehicles** for commuting if cars have at least 3 regular riders. To be examined by the Fleet Committee for further discussion.
- **Showers at Transit Center** - \$8-10K. Would allow close staff to ride their bikes or run to work. HR, Nate Rockwood and Dave Gustafson to research further.
- **Fully paid UTA passes** from SLC - \$500 per employee per year. Jason Christensen researching this option.
- **Covered Bike parking/bike lockers** – cost TBD.
- **Vanpool hotspot** for internet usage while commuting. Mike Sanchez researching this option for feasibility and cost.
- **Purchase of EBikes** – Use would encourage healthy lifestyle and reduce environmental impacts of using automobiles to attend off site meetings.

Some **high cost options** were also considered. These require greater research and consideration. At this time they are not being recommended for future budget options, but could be at some future point if recruitment efforts become much more challenging:

- **Vacation Accrual** – smaller steps more frequently for vacation accrual.
- **Similar to the Chamber of Commerce, offer discounted ski pass purchase program** – cost TBD.
- **Paid Sabbaticals** for large service anniversaries.
- **Offset gas prices for commuters** – this may be equivalent of a housing allowance for those not in the community and would likely be more easily addressed as part of the natural challenges of recruitment, since most staff now commutes and numbers are expected to rise thus a consideration of necessary City pay philosophy.
- **Carpooling/vanpooling stipend for employees** – for example, employees who carpool or vanpool up to 5 times per month could receive a \$50 stipend for time and effort, and to offset the traffic and carbon impacts.

Increases/changes not recommended

Some items we discussed which were not chosen for recommendation. One of those was an increase to the current **housing allowance** offered to City staff which reside within the school district boundaries.

Housing prices have increased threefold since 1995, but the City's housing allowance has stayed the same since then. While an increase would benefit employees currently living in town and/or renting in town, it may not be realistically or economically feasible to raise housing allowance enough to allow families to purchase single family homes in the school district due to the current housing market. The great disparity in housing prices highlights a point that in order to incentivize someone to move within the School District may require too much money on the City's part, or a sacrifice that would too significantly impact the homeowner's such as moving a family of four to a small condo.

It seemed a greater benefit to the City at this time to focus on a living wage rather than a housing allowance. It seems like the housing options in and around Park City have become so expensive that it might be impossible to actually incentive the majority of staff to live close to where they work. However, focusing on pay would take every employee into account regardless of whether they could afford to live in the School District. Thus there is no recommendation to change the current housing allowance, as it will not benefit the majority of City staff. Additional pay would help all staff, whether they are struggling to remain in the School District area or elsewhere. Affordable housing projects have had the largest impact on staff, and would be a more realistic focus.

Additional items examined but not recommended at this time included:

- Extending the housing allowance boundaries to all of Summit County;
- Giving vacation leave to high performing employees as a “bonus”;
- Increase floating holiday hours;
- Increased funds for summer picnic and holiday party; and
- Subsidized child care costs.

Department Review:

Human Resources, Budget, Legal & Executive Departments

Alternatives:

A. Approve:

Instruct City Manager to consider implementation of no cost options. Options which require budgetary consideration may be proposed as budget options during an upcoming budget process.

B. Deny:

No changes. Options which require budgetary consideration may still be proposed for separate consideration during the budget process.

C. Modify:

Instruct City Manager to consider specifically chosen no cost options above only. Options which require budgetary consideration may still be proposed for separate consideration during the budget process.

D. Continue the Item:

Return with additional information or to discuss with Council.

E. Do Nothing:

No changes. Options which require budgetary consideration may still be proposed for separate consideration during the budget process.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	(+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	(+/-) Reduced municipal, business and community carbon footprints (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	(+/-) Jobs paying a living wage (+/-) Skilled, educated workforce (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	(+/-) Engaged, capable workforce (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Neutral 	Positive 	 Positive 	Positive 
Comments:				

Funding Source:

No additional funding requested at this time.

Consequences of not taking the recommended action:

Increasing pressures to attract and retain quality staff. Effects of using under qualified staff may be seen in customer service, quality, and effectiveness of City programs.

Recommendation:

Staff recommends increasing no-cost benefits to the City as outlined above.



DATE: February 25, 2016

TO HONORABLE MAYOR AND COUNCIL

This report discusses the creation of a storm Water fee to fund the Park City storm water program at an increased service level to support the following proposed goals.

1. Manage Storm Water to Protect Stream and Groundwater Water Quality
2. Improve Storm Water Systems to Protect Physical Environment

The storm water fee would be based on Equivalent Surface Units or ESUs. Park City's ESU would be set at 2,000 square feet of impervious outdoor surface. Residential customers would have between 1 and 6 ESUs. Multifamily would be based on the number of units, with each unit being equivalent to 6/10th of an ESU. ESUs for commercial and institutional customers would be calculated on an individual basis using their impervious area. This report presents the bookend funding options; no storm water fee and full capital and operations funding (\$6 per ESU). It also identifies two middle options; MS4 only fee (\$1.25 per ESU) and full operations without capital (\$5 per ESU).

Respectfully:

Jason Christensen, Conservation & Tech Coordinator



City Council Staff Report

Subject: Storm Water Utility and User Fee
Author: Clint McAfee, Public Utilities Director
Jason Christensen, Water Resources Manager
Department: Public Utilities
Date: February 25, 2016
Type of Item: Administrative

Summary Recommendations:

Staff recommends that Council provide direction on the adoption of a new storm water service fee. Staff further recommends that Council direct staff to move forward on the creation of a storm water service fee that would fund Option 2 storm water operations at approximately \$3.75 per ESU, with the exact fee to be finalized and adopted as part of the fiscal year 2017 budget.

Executive Summary:

This report discusses the creation of a storm Water fee to fund the Park City storm water program at an increased service level to support the following proposed goals.

1. Manage Storm Water to Protect Stream and Groundwater Water Quality
2. Improve Storm Water Systems to Protect Physical Environment

The storm water fee would be based on Equivalent Surface Units or ESUs. Park City's ESU would be set at 2,000 square feet of impervious outdoor surface. Residential customers would have between 1 and 6 ESUs depending on location. Multifamily customers would be based on the number of units, with each unit being equivalent to 6/10th of an ESU. ESUs for commercial and institutional customers would be calculated on an individual basis using their impervious area. This report presents the bookend funding options; no storm water fee and full capital and operations funding (\$6 per ESU). It also identifies two middle options; MS4 only fee (\$2.50 per ESU) and full operations without capital (\$3.75 per ESU).

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?		+ Managed natural resources balancing ecosystem needs		+ Fiscally and legally sound + Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Neutral 	Very Positive 	Neutral 	Very Positive 
Comments:				

Acronyms in this Report:

Municipal Separate Storm Sewer System (MS4)
Clean Water Act (CWA)
Notice of Intent (NOI)
Storm Water Management Plan (SWMP)
Equivalent Surface Unit (ESU)

Background:

Park City Public Utilities currently operates and maintains the City's storm water system. This includes the following storm water infrastructure.

- 1,653 Inlet Boxes
- 302 Manholes
- 357 Pipe Endpoints
- 39 Miles of Pipe

While staff has done an excellent job with the resources available, staff is recommending an enhanced level of service for the operations and maintenance of the City's storm water system to protect water quality and to protect the physical environment.

Park City was designated as a Municipal Separate Storm Sewer System (MS4) under the Clean Water Act and must submit a Notice of Intent (NOI) and Storm Water Management Plan (SWMP) by July 1, 2016. The stated goal of the Clean Water Act is

to “restore and maintain the chemical, physical, and biological integrity of the Nation’s waters.” For storm water, this means a Federal mandate to reduce the pollutants contributed to the watershed from Park City’s runoff. Park City will be required to implement the following Minimum Control Measures. Minimum Control Measures are a term of art in the Clean Water Act, and are high level headings for groupings of similar work. While there are only six minimum control measures, there are many more tasks that are not shown in this staff report that fall under each header.

1. Public Education and Outreach on Storm Water Impacts
 - Educating the Community about how to reduce impacts on storm water.
2. Public Involvement/Participation
 - Provide storm water information and opportunities for involvement.
3. Illicit Discharge Detection and Elimination (IDDE)
 - Primarily concerned with making sure that storm water only consists of storm water. Involves checking outfalls during dry weather to determine the source of water, if any.
4. Construction Site Storm Water Runoff Control
 - Managing construction sites through best management practices to reduce the sediment and pollutants that leave the site.
5. Long-Term Storm Water Management in New Development and Redevelopment
 - Permanently reducing the amount of storm water that a site generates.
6. Pollution Prevention and Good Housekeeping for Municipal Operations
 - Ensuring that the City is an example of how to treat storm water.

Staff has recently completed a draft storm water master plan that provided an excellent inventory and mapping of the City’s existing storm water system and a list of recommended infrastructure upgrades. This draft plan is an excellent start towards a comprehensive approach to the management and improvement of the City’s storm water system.

Council has previously recognized the need to increase funding to the storm water system, and has directed a portion of the Resort Sales Tax increase to storm water Capital Projects. This revenue stream was initially committed for 8 years and 8.5 Million dollars. 1.6 Million dollars have been spent, leaving a remainder of 6.9 Million. These funds do not account for the daily operations and maintenance of the storm water system.

The City was reorganized to create a Public Utilities Department in 2015, in part to create a storm water utility and to investigate a fee to fund the utility. A storm water fee would fund an Enterprise Fund, moving all or a portion of existing storm water expenses out of the General Fund. Revenue streams that could enter the storm water Enterprise Fund include User Fees (A monthly fee charged on the Utility Bill), and Impact Fees (A payment of money imposed upon new development activity as a condition of development approval to mitigate the impact of the new development on public infrastructure.) Staff is recommending if a User Fee is adopted, that an evaluation of Impact Fees happens thereafter. A third revenue stream, Development Fees (a charge to cover the drainage plan review and storm water construction inspections) likely will

not enter the enterprise fund but should be mentioned as a piece of the storm water program. Staff believes Council's general direction is that development should pay its own way. For that reason, staff has excluded costs directly associated with Community Development from the storm water enterprise fund, and anticipates folding that cost into Development Fees.

Analysis:

As a starting point, staff has discussed how storm water achieves Council Goals. From these discussions, staff is proposing the following goals for the City's storm water program.

1. Manage Storm Water to Protect Stream and Groundwater Water Quality

Part of this is a regulatory requirement, and part of this is enhancing Council's Goal of Preserving and Enhancing the Natural Environment. The City currently has in place some regulation of storm water. The State also has some regulations in place for larger sites or sites part of a common plan of development (oversimplified these are subdivisions where lots are sold). As part of the MS4 program these responsibilities will shift to the City. Current City regulations are focused mainly on the impact that an active construction can have on storm water. For those construction sites that require a State storm water permit, additional regulations and inspections will be required by the MS4 regulations. In addition, the MS4 requirements will extend beyond construction to include community outreach, post-construction mitigation, and municipal best practices.

2. Improve Storm Water Systems to Protect Physical Environment

Protection of public and private property is an essential service. This is currently being done at a basic level and staff is recommending an enhanced of service. Funding to address capital or infrastructure deficiencies was addressed through the Resort Sales Tax increase in 2013. Enhanced operations, maintenance, improvement, and replacement of the system could be funded through the proposed storm water user fee.

Utility Funding Options

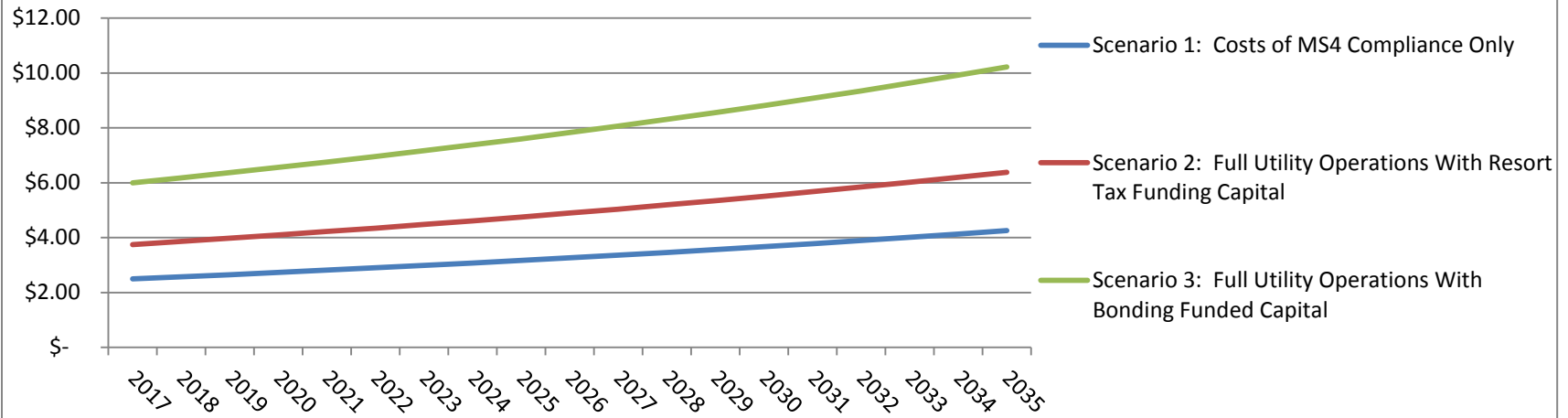
Staff is recommending that Council consider the adoption of a storm water fee to fund all or a portion of the storm water program. There is a spectrum of funding levels available. For purposes of discussion with Council four will be presented here, and three will be discussed in detail. **It is important to note that these numbers are budgetary estimates (+/- approximately 25%), and subject to further refinement over the next several weeks.**

If Council provides direction to continue to work on a storm water fee, staff will further refine the user fee and it will be presented to Council as part of the Fiscal Year 2017 budget process for adoption.

1 Options Table

Funding Levels from a storm water user fee	Additional Funding Source	Approximate ESU Charge	Funding Outcome	Anticipated Revenue Generated from user fee 1 st Year
0. No Fee	General Fund, Development Fees, Resort Sales Tax	\$0 per ESU	Results in general fund funding all storm water expenditures. Development fees cover the cost of building related storm water expenses.	\$0
1. Fee for MS4 Costs only	General Fund, Development Fees, Resort Sales Tax	\$2.50 per ESU	Reduces the requested increase in general fund expenditures on storm water. Development fees cover the cost of building related storm water expenses.	\$583,000
2. Fee for all Operational Costs	Development Fees, Resort Sales Tax	\$3.75 per ESU	Eliminates general fund expenditures on storm water operations. Development fees cover the cost of building related storm water expenses. Resort Sales Tax would fund capital improvements.	\$874,000
3. Fee for Operations and Capital	Development Fees	\$6.00 per ESU	Effectively un-assigns \$6.9 M from the Resort Sales Tax. Eliminates general fund expenditures on storm water. Development fees cover the cost of building related storm water expenses.	\$1,398,000

Rate per ESU by Scenario



Equivalent Surface Units (“ESU”) are a unit of impervious area, based on an average of the impervious area found on a residential lot. Staff has selected the Old Town zoned area to be the basis of Park City’s ESU.

Single Family Residential Impact

Because of the wide variation of home sizes in Park City, staff is recommending three different groupings for residential homes: small, medium, and large. A homes designation will depend on where it is located, and is not based on its actual size. Instead it is based on the average impervious area in that area. Staff used Park City’s zoning as a starting point and is still working on a final delineation these boundaries.

Small = Old Town

Medium = Prospector, Park Meadows and similar

Large = Upper Deer Valley, Empire Canyon and similar

The small lot represents the smallest residential lot grouping and results in an ESU of 2,000 square feet. There would be three single family residential price points.

Single Family Residential Pricing	ESU Multiplier	Monthly Bill Example (based on \$3.75/ESU)
Small	1	\$3.75
Medium	3	\$11.25
Large	6	\$22.50

Multi-Family Residential Impact

Multi-Family accounts would pay by the number of units. Staff has mapped all the Multi-Family accounts and determined that these properties equal 2,256 ESUs. Staff has determined there are 3,827 Units in Multi-Family housing. $2,256 \text{ ESU's} / 3,827 \text{ Units} = 0.6 \text{ ESU per Unit of Multi-Family}$. The Table below provides an example of multi-family bills, at \$3.75 per ESU.

Number of Multi-Family Residential Units	Conversion to ESU	Monthly Bill
5	$5 \times 0.6 = 3 \text{ ESU}$	\$11.25
50	$50 \times 0.6 = 30 \text{ ESU}$	\$112.50
100	$100 \times 0.6 = 60 \text{ ESU}$	\$225.00
183 [Largest Multi-Family Account based on current work]	$183 \times 0.6 = 110 \text{ ESU}$	\$412.50

Commercial Impact

Commercial and Institutional Accounts would be billed based on their actual impervious area converted into ESU's and then charged per ESU. Staff has completed digitizing these accounts and is working through this data to assign this surface area to appropriate account numbers.

Staff has mapped most of the 390 commercial accounts and identified 5,370 ESU in those properties. Both of these numbers will change, as staff works through some of the complexities associated with billing commercial accounts. Those complexities include commercial overlapping with other account types, multiple accounts servicing the same property, and impervious property extending across property lines. However, working with the numbers we have now, that would mean:

Accounts	ESU	Average ESU's per Account	Cost Per Account at \$3.75/ESU
390	5,370	14	\$70

The largest commercial account currently has 358 ESUs. At \$3.75 per ESU that would pay \$1,342.50 per month. It is important to note that the same entity can have multiple properties and multiple accounts with the City.

Existing Storm Water Operational Expenditures

Existing storm water operational expenditures are not specifically identified in the current budget. Instead these items are included in other line items shared with all of the Street Division or Community Development budget. The creation of a storm water enterprise fund would create a separate department in the budget system for the storm water budget. In the current budget, storm water expenses exist in two departmental budgets. Specifically

Public Utilities	Streets	About \$200,000
Community Development	Engineering & Building	About \$200,000

The creation of storm water user fee and associated revenue is separate from Council approval of an enhanced storm water budget. Staff is presenting a utility fee that is capable of meeting anticipated expenses, and that also provides the necessary fund balance to meet accounting standards and bonding requirements, as applicable. The evaluation and potential approval of these anticipated budget requests will happen through the budget process.

Next Steps

Based on Council's direction, staff will be recommending a storm water fee as part of the current 2 year budget process with the fee taking effect July 1, 2016. This date represents an ambitious target for the creation of a storm water fee. Council could choose a later implementation date, or a phased implementation. If this is requested,

staff will need to adjust the cost per ESU accordingly; or modify the recommended storm water level of service.

Department Review:

This staff report was submitted to Community Development, Legal, Finance, Budget and Executive for review.

Alternatives:

A. Approve:

This is the recommended action.

B. Deny:

If Council directs staff to pursue a reduced fee or no fee, this would either: increase demands on the general fund or; this would likely compromise the City's ability to provide the recommended level of storm water service or other services offered by the City as the budget requests would likely exceed the available funding.

C. Modify:

This will depend on the nature of Council's request.

D. Continue the Item:

This will reduce time to prepare for a storm water utility and user fee, and could ultimately push back the proposed start date of the fee adoption.

E. Do Nothing:

This would leave staff without direction on the storm water user fee.

Funding Source:

This report discusses the option of creating a storm water user fee as an additional funding source.

Consequences of not taking the recommended action:

In general a reduced or eliminated user fee will increase funding demands on the general fund and/or reduce the recommended storm water level of service. An increased user fee will reduce demands on the resort sales tax. At a minimum, Park City will be required to comply with the CWA. Non-compliance would result in monetary fines and other penalties issued by the Division of Water Quality.

Recommendation:

Staff recommends that Council provide direction on the adoption of a new storm water service fee. Staff further recommends that Council direct staff to move forward on the creation of a storm water service fee that would fund Option 2 storm water operations at approximately \$3.75 per ESU, with the exact fee to be finalized and adopted as part of the fiscal year 2017 budget.



MANAGER'S REPORT – 2/25/2016

Submitted by: Denise Carey
Subject: McPolin Farm Ecker Hill Middle School (EHMS) Art Class

Park City Municipal Corporation received a donation of \$140 from Ecker Hill Middle School 7th grade art students.

Respectfully:

Denise Carey, Golf Coordinator



DATE: February 25, 2016

TO HONORABLE MAYOR AND COUNCIL

Many thanks to Ecker Hill Middle School 7th Grade art students in Debra Corrigan's class. Debra and her students hold one of their art classes, usually in September or October to sketch the McPolin Farmstead.

The students then turn their artwork into note cards that they sell to friends, teachers and family. The money received for their notecards is then donated to the McPolin Farm for any improvements the Friends of the Farm feel necessary. This year they donated \$140.

Attached are a couple of the note cards and thank you notes I received from the students. I look forward to seeing their work each year. We have some very talented young artists in Park City. Thanks again to EHMS Art Class for their continued support and interest in the McPolin Farm.

Respectfully:

Denise Carey, McPolin Farm Manager

Dear Farm Friends, your bath room
were very clean and your toilet
paper is soft. Your paved trail was
in good condition. Your
benches were very comfortable.
I liked the plaques.

Dear Friends of the Farm,

Thanks for giving me something beautiful to draw!
I'm so grateful for the interesting facts, hilarious
scarecrows, and the much needed restroom facility
that made this trip worth traveling! Thank you
so much!!!

-Mia Cutler

Dear Friends of the Farm, ★
Thank you for keeping the
barn in great condition! It's
a great place to visit. I had
fun drawing the beautiful barn.
Keep doing what you do! It's
a big help! I appreciate it!
So much! I hope it's like
that in the future so more
people can see the wonders.
Thank you!

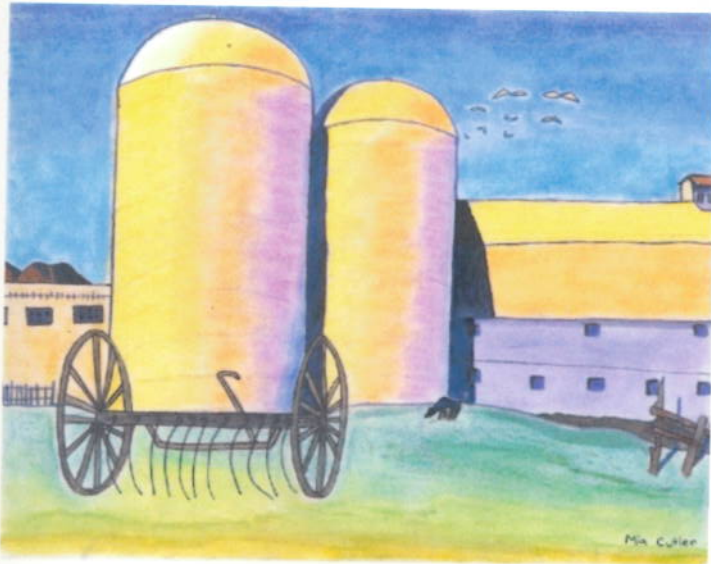


McPolin Barn, by: EHMS 7th Grader, **Derek Su**
Park City, Utah



Barns In Park City, Utah

by EHMS Lily McKay



McPolin Barn by Mia Cutler Park City, Utah



2015 McPolin Barn, Park City, UT
By EHMS 7th grader **Meghan Buchholz**



MANAGER'S REPORT – 2/25/2016

Submitted by: Michelle Downard
Subject: 2015 Building Activity Yearly Report

The Building Department has compiled the 2015 Yearly Report showing building activity, including revenue and permit numbers.

Respectfully:

Michelle Downard, Deputy Chief Building Official



To: Honorable Mayor/Members of City Council

From: City Manager's Office

MANAGER'S REPORT – February 25, 2016

Submitted by Michelle Downard, Deputy Building Official and Jennifer Barclay, Analyst II.

The Building Department has compiled the 2015 Yearly Report showing building activity, including revenue and permit numbers. (Exhibit 1).

The Building Department issued a record high number of permits. However, fees collected decreased. The cause of this inconsistency is being reviewed by staff. Multiple factors may be contributing to this trend, including construction valuation values, the fee calculation and the fee multipliers. Staff will be returning to Council with recommendations within the next few months.

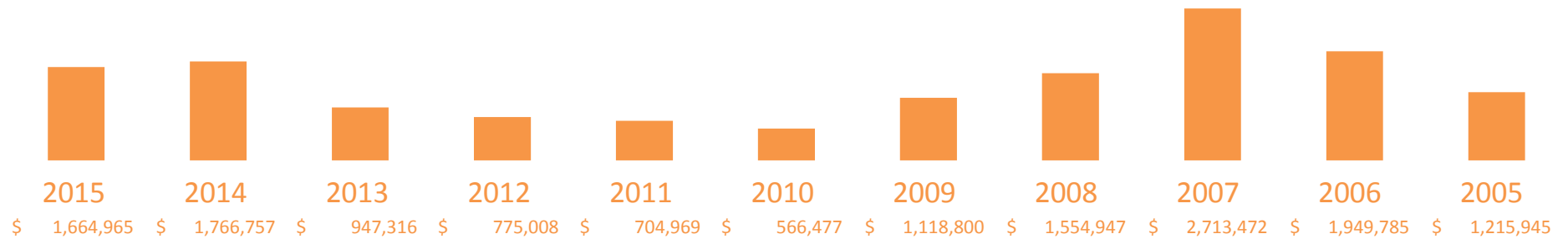
PARK CITY BUILDING DEPARTMENT
YEAR END SUMMARY and COMPARISON



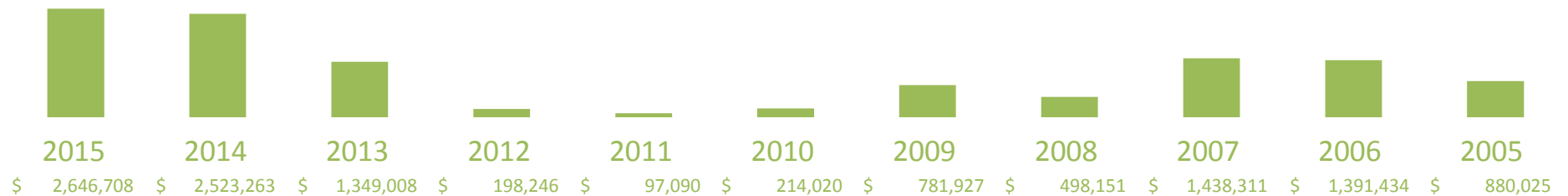
BUILDING PERMITS ISSUED



PLAN CHECK & PERMIT FEES



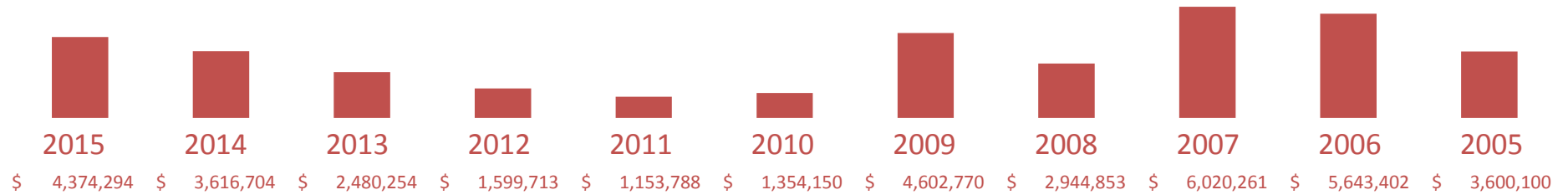
IMPACT FEES COLLECTED



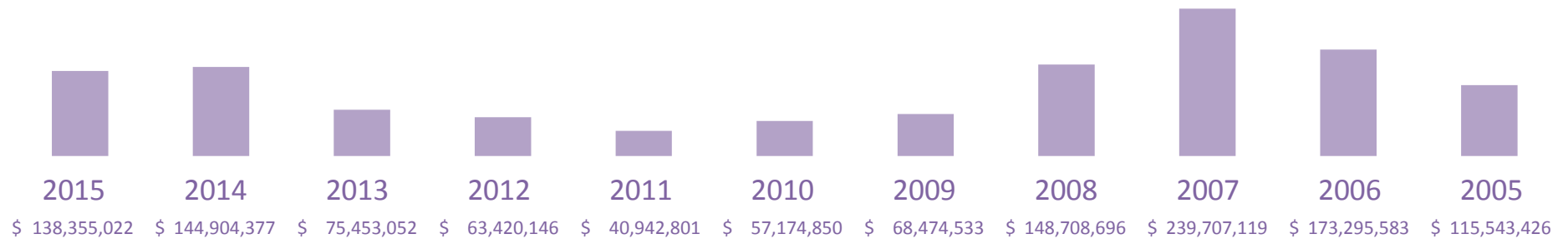
PARK CITY BUILDING DEPARTMENT
YEAR END SUMMARY and COMPARISON



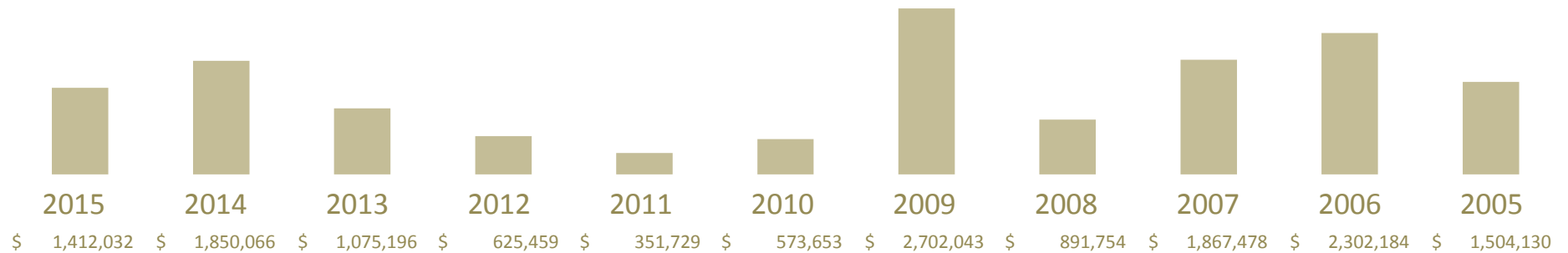
TOTAL FEES COLLECTED



TOTAL VALUATION



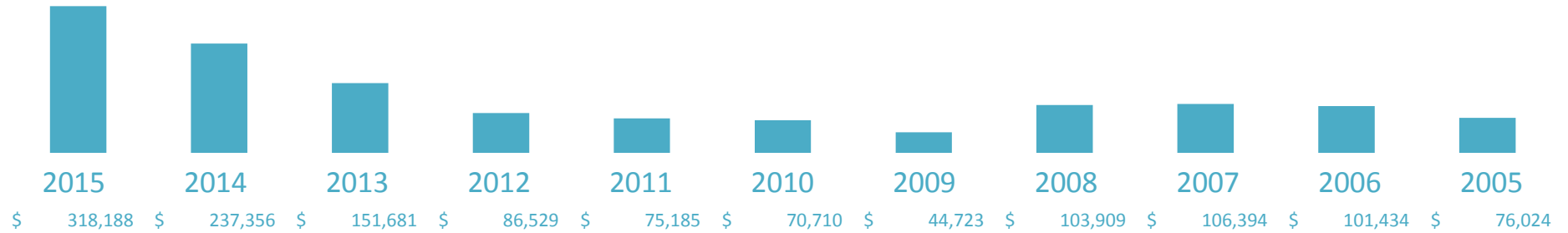
WATER IMPACT FEES



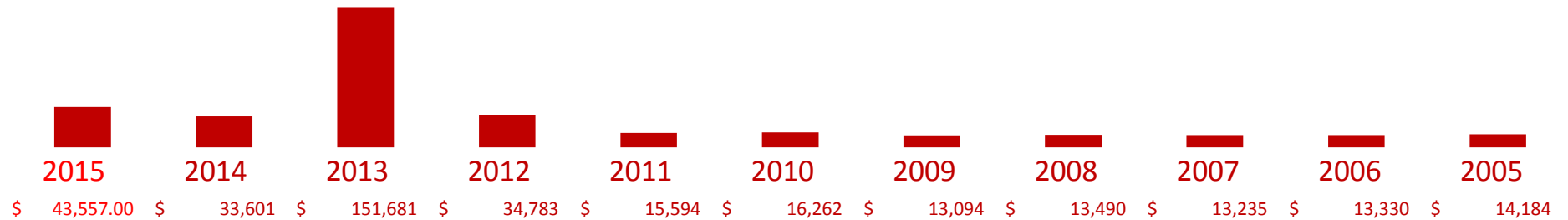
PARK CITY BUILDING DEPARTMENT YEAR END SUMMARY and COMPARISON



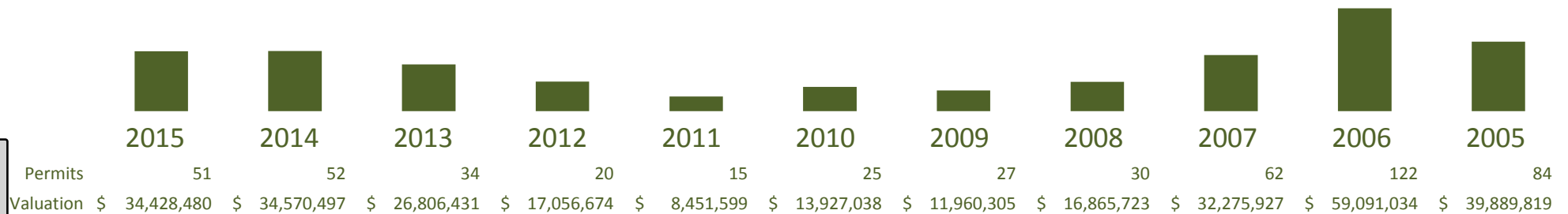
SUB-PERMIT FEES



FIRE PERMIT FEES



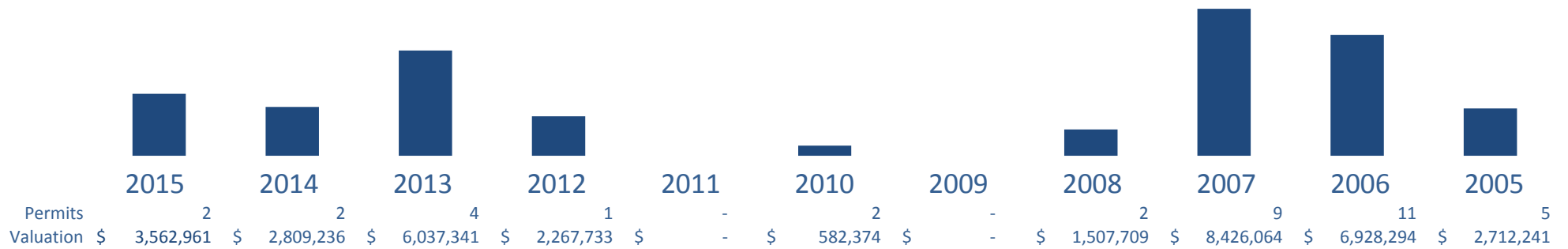
SINGLE FAMILY CONSTRUCTION



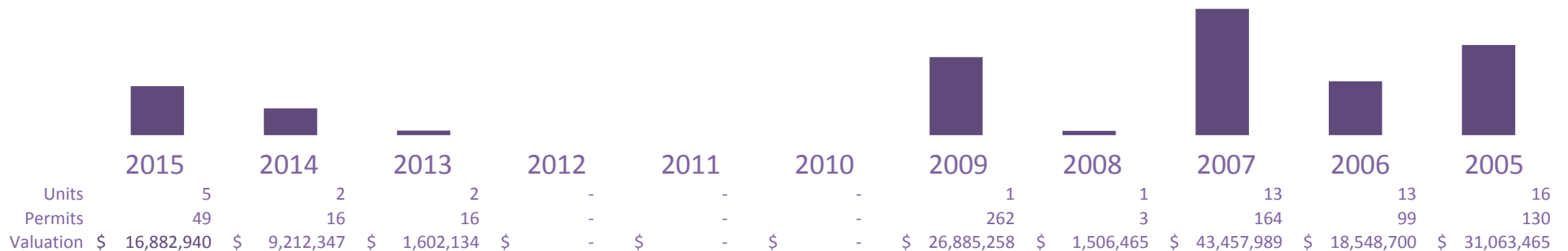
PARK CITY BUILDING DEPARTMENT
YEAR END SUMMARY and COMPARISON



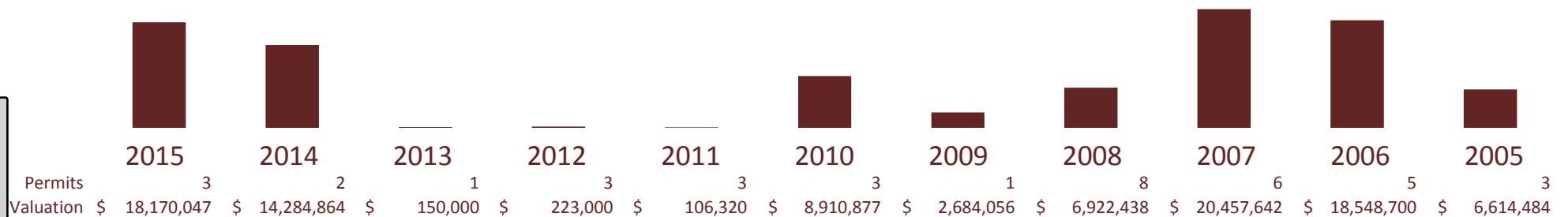
DUPLEX CONSTRUCTION



MULTI-FAMILY CONSTRUCTION



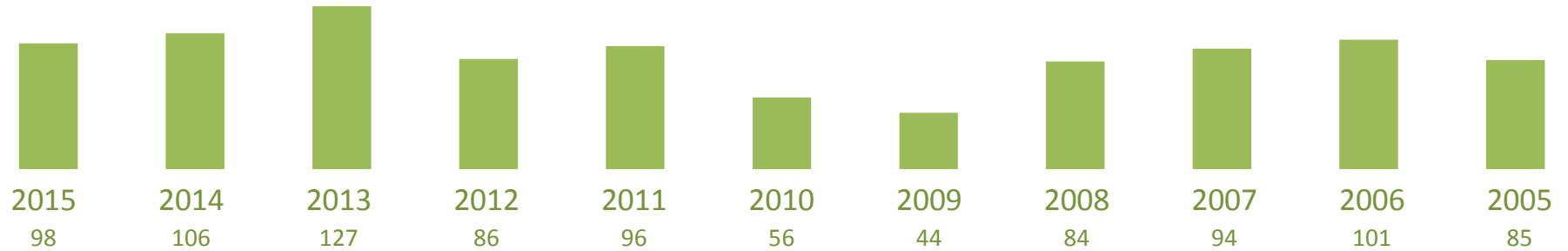
COMMERCIAL CONSTRUCTION



PARK CITY BUILDING DEPARTMENT
YEAR END SUMMARY and COMPARISON



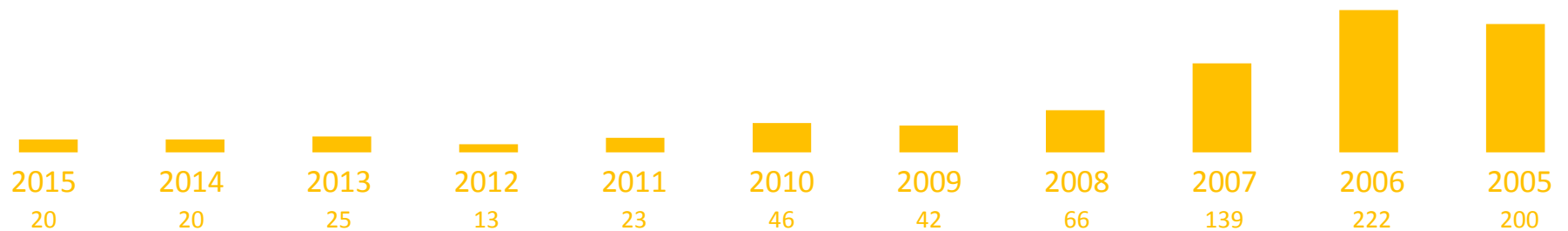
RELOCATION & DEMOLITION CONSTRUCTION



SWIMMING POOL CONSTRUCTION



*OTHER CONSTRUCTION

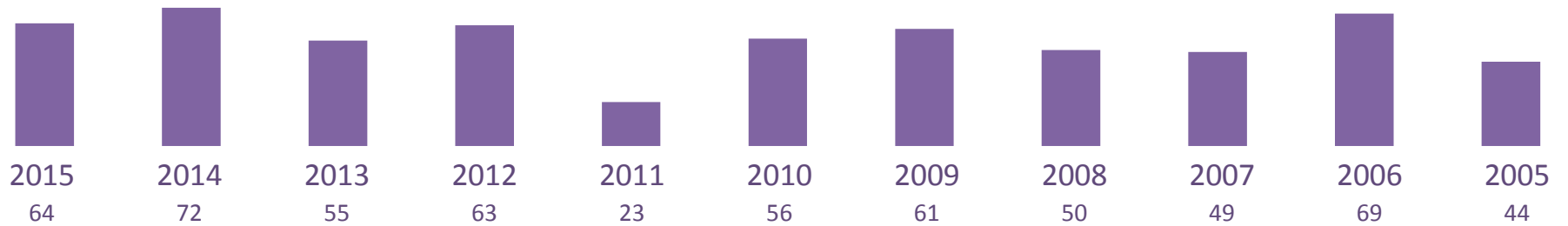


Other Construction = Excavations, footings and foundations, retaining walls, renewal of building permits, ski lifts, and all other construction that does not apply to one of the above categories.

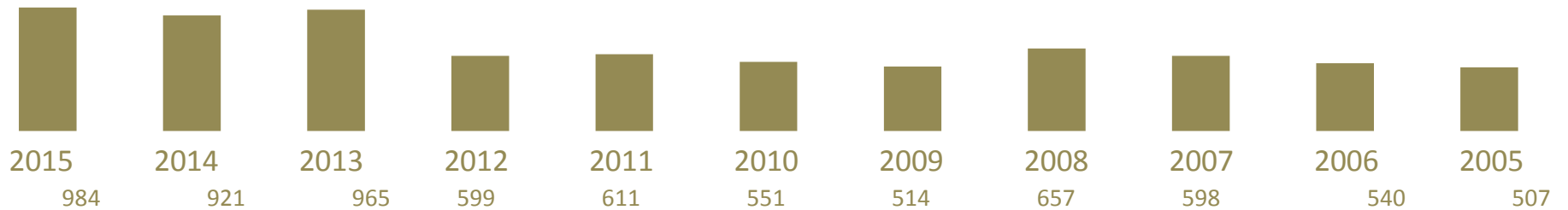
PARK CITY BUILDING DEPARTMENT
YEAR END SUMMARY and COMPARISON



SIGNS



ALTERATIONS / ADDITIONS TO DWELLINGS



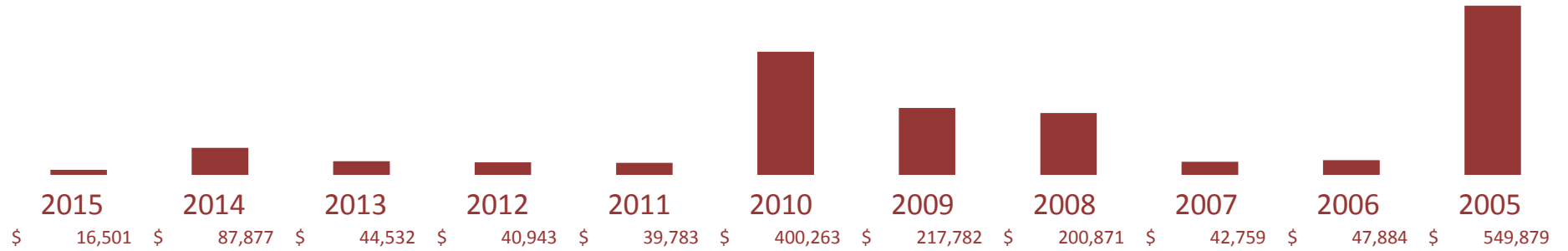
ALTERATIONS / ADDITIONS TO COMMERCIAL



PARK CITY BUILDING DEPARTMENT
YEAR END SUMMARY and COMPARISON



TOTAL FEES WAIVED





DATE: February 25, 2016

TO HONORABLE MAYOR AND COUNCIL

Attached for your approval, please find the City Council meeting minutes for February 4, 2016 and February 5, 2016. Thank you for your consideration.

Respectfully:

Michelle Kellogg, City Recorder



PARK CITY COUNCIL MEETING MINUTES

445 MARSAC AVENUE

PARK CITY, UT 84060

SUMMIT COUNTY, UTAH

February 4, 2016

The Council of Park City, Summit County, Utah, met in open meeting on February 4, 2016, at 2:30 p.m. in the City Council Chambers.

Council Member Matsumoto moved to close the meeting to discuss property, litigation, and personnel at 2:31 p.m. Council Member Henney seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto and Worel.

CLOSED SESSION

Council Member Worel moved to adjourn from Closed Meeting. Council Member Henney seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto and Worel.

WORK SESSION

1. Planning Commission Interview:

The Council interviewed Karen West-Ellis for the vacancy on the Planning Commission. It was noted that more interviews would be held tomorrow and on February 11th. A decision would be made following the other six interviews.

I. STUDY SESSION

1. Strategic and Budget Planning Discussion:

Jed Briggs, Budget Operations Manager, led a discussion reviewing the Strategic Plan and General Plan of the City. He talked about the City's core values and how they were integrated with these plans. Ann Laurent discussed the General Plan, stating it was the guiding policy document for land use. Council Member Beerman suggested not waiting five years before reviewing the General Plan since the critical priorities that the Council focused on had not necessarily been looked at when the General Plan was last updated. Laurent spoke about the goals in the General Plan and the accompanying challenges. Some challenges included development and demands for community services.

Briggs discussed the Strategic Plan in more detail. He reviewed the Council's goals: (1) preserving and enhancing the natural environment, (2) being a world class multi-seasonal resort destination, (3) being an inclusive community that values historic preservation, economic diversity, and the arts and culture, and (4) having responsive,

1 cutting edge and effective government. Council Member Matsumoto stated the City had
2 become a year round destination with the summer festivals as well as the skiing in the
3 winter. Mayor Thomas felt the City needed to preserve its status as a resort destination.
4 Discussion ensued on this goal. Many of the Council members thought there should be
5 a balance between the residents' quality of life and catering to tourism. Council Member
6 Beerman also requested that community engagement be part of the responsive and
7 effective government goal. Foster indicated staff would come up with alternative
8 language for that goal and bring it back to the Council.

9
10 Briggs displayed the desired outcomes for the goals and asked if the Council had any
11 updates for these outcomes. Council Member Gerber felt that specific outcomes should
12 be determined and goals set to reach those outcomes by 2030. Foster stated these
13 plans were made so as to keep the City focused on the desired outcomes. Briggs stated
14 the City had a unique budget process because it budgeted for outcomes. He stated that
15 the department managers justified their budget requests by the performance of their
16 departments. Briggs indicated that in determining budgetary allotments, the Council's
17 goals received top priority. He spoke of the budget process and its connection with the
18 strategic plan. The Council members discussed the City's critical priorities and desired
19 outcomes. Briggs stated this had been a great conversation and he had good direction.
20 He indicated that business plans would be created in the budget process and the action
21 steps toward the City goals would be reported quarterly in Managers' Reports. He
22 asked if there was a preference on receiving a significant impact report. The majority of
23 the Council preferred this report in a summary form rather than a spreadsheet, and it
24 was noted that the summary could be included in the quarterly manager's report. Foster
25 stated this spreadsheet was created as a result of a Council request to see something
26 visual. Briggs indicated he didn't want to give the Council something that wasn't useful.
27 It was agreed that the impact matrix could be included in the executive summary of the
28 manager's report.

29
30 **II. Work Session (Continued):**

31 Council Member Beerman stated he was grateful for staff's work during Sundance, and
32 felt the event went very well. Also, there had been so much work with the Courchevel
33 delegation coming to the City, and the coordination for those events was impressive. He
34 attended Leadership 101 and had never seen such a great attendance to that event,
35 estimating that a third of the group was from Park City. He attended meetings with
36 regard to energy renewables with Rocky Mountain Power and Salt Lake City. He
37 requested that the City continue to work on education with regard to the off-leash areas
38 and goals. Deters stated there was a video coming out tomorrow and Council Member
39 Beerman noted new signs were going up tomorrow as well. Council Member Matsumoto
40 asked when the committee would be formed, to which Deters stated the applications
41 had been posted and people were responding.

42
43 Council Member Worel stated she had a great time meeting with each department as
44 part of her orientation and appreciated staff for all they do. On Saturday she would be at

1 a Utah League of Cities and Towns (ULCT) training. She reminded everyone that
2 February is National Heart Month.

3
4 Council Member Matsumoto indicated she attended the Historic Preservation Board
5 (HPB) and went on a tour of 1450/1460 Park Avenue. She indicated this issue was
6 continued to the next Planning Commission meeting. She noted one citizen talked to
7 her about the trash can labeling requirement with the deadline of February 15th, and
8 was concerned that numbers wouldn't stick to the cans because of the cold weather.
9 Foster stated if the Council was amenable to extending the deadline before
10 enforcement began, she could ask Matt Abbott to extend the grace period. Council
11 Member Matsumoto asked if the post office box rates were raised. Erickson affirmed
12 that prices had increased. Discussion ensued on the areas that required post office
13 boxes. Dias stated he was working with the City Engineer with regard to post office
14 boxes since complaints had arisen. In January, 2015, the Postmaster implemented a
15 charge to secondary homeowners, but not to primary homeowners where post office
16 boxes were mandated. Council Member Beerman noted that only the smallest boxes
17 were distributed at no charge.

18
19 Council Member Henney indicated he attended a Recreation Advisory Board (RAB)
20 meeting. He echoed Council Member Beerman's comments on the off-leash issue and
21 hoped that the video could be posted on Facebook and that a public service
22 announcement could be put in the Park Record to eliminate some confusion with regard
23 to the pilot program. Council Member Henney also stated that he misspoke on the radio
24 about moving two houses on Park Avenue, and hoped the same criteria would be
25 applied to residents as was applied to City interests. Erickson and Foster clarified the
26 situation with regard to this property.

27
28 Council Member Gerber indicated she attended the Recreation Master Plan committee
29 meeting, and noted it would be looking at all the parks with regard to cost efficiency and
30 other matters. She went to a planning meeting on the Thin Air Innovation Conference,
31 as well as some of the Courchevel activities. With regard to the off-leash confusion, she
32 hoped that respect would be shown to others throughout the process.

33
34 Mayor Thomas stated the Leadership event was excellent. He and Dana Williams, the
35 former Mayor of Park City, spoke to a Chinese delegation of students. The Courchevel
36 reception was excellent and he thought the library was a perfect location for this event.
37 He noted the community partners that helped host the delegation in various activities
38 throughout the week. He also attended a Historic Society Committee meeting. Today he
39 went to the Stein Eriksen Celebration of Life Tribute, and noted that Eriksen was a truly
40 amazing person.

41
42 **1. Housing Update:**

43 Rhoda Stauffer, Housing Specialist, gave the monthly housing update. She indicated
44 that the 1450-1460 Park Avenue item was continued at the Planning Commission

meeting, and noted that she would gather additional information to show that moving the houses would be compliant with code.

Council Member Gerber asked how the Ivory Homes applications were coming. Stauffer stated that the plan was to sell the first four homes in February, so the applications would become available soon.

REGULAR MEETING

III. Roll Call

Attendee Name	Title	Status
Jack Thomas	Mayor	Present
Andy Beerman	Council Member	Present
Becca Gerber	Council Member	Present
Tim Henney	Council Member	Present
Cindy Matsumoto	Council Member	Present
Nann Worel	Council Member	Present
Diane Foster	City Manager	Present
Mark Harrington	City Attorney	Present
Matt Dias	Assistant City Manager	Present
Michelle Kellogg	City Recorder	Present

IV. Communications and Disclosures from Council and Staff

Foster indicated the waste receptacle enforcement would begin February 18th. Also she would like the City and County councils from Summit and Wasatch Counties to meet, and stated she would get some potential dates to bring back to the Council.

Manager Report - 2016 Legislative Update:

Manager Report - Library Conference Online Presentation, "Honoring the Past, Moving into the Future":

Council Member Henney congratulated Adriane Juarez for her presentation.

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

VI. CONSIDERATION OF MINUTES

1. Consideration of a Request to Approve the City Council Meeting Minutes from January 7, 2016 and January 14, 2016:

Council Member Worel indicated she had abstained from approving the December 10, 2016 City Council meeting minutes. Council Member Beerman requested that the January 7, 2016 minutes be amended to state that he felt there should be more focus on the arts and marketing cultural events.

Council Member Henney moved to approve the City Council Meeting minutes from January 7, 2016 and January 14, 2016 with the aforementioned amendments. Council Member Matsumoto seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

VII. CONSENT AGENDA

1. Approval of an Amendment to the 2013 Professional Services Agreement with Moreton & Company for Additional Services Which Will Increase the Cost \$7,500, for a New Total of \$25,848:

Council Member Matsumoto moved to approve the Consent Agenda. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

VIII. NEW BUSINESS

1. Monthly Update on Accelerated Transportation Program and Presentation on Transportation Demand Management Plan:

Alfred Knotts and Blake Fannesbeck presented a monthly update. Knotts stated the community was vibrant and with progress came challenges. He showed a chart on peak-day traffic management and thought the strategies implemented were very effective. He explained the peak day standard operating procedures, and noted the police gave hourly traffic reports on KPCW during those times. He reported on the project for providing congestion relief on SR 248. He also discussed some potential improvements on Kearns, Bonanza, SR224 and the Richardson Flat Intersection, and noted that this project was not scheduled to be funded by UDOT for five years.

Council Member Beerman asked if the current bike lanes on SR248 would be maintained with the proposed improvements on that road. Knotts affirmed that the proposed four lane road would also accommodate bike lanes. Council Member Henney noted that putting police at critical points was money well spent during this past peak season. He asked if there were other measures that were equally effective. Knotts stated that staff was asked to alter their work schedules which helped, and transit service was increased as well.

Knotts stated another plan that was being wrapped up was the Bonanza Park/Lower Park Avenue plan alternatives, and he hoped to present this at a future study session.

1 Council Member Matsumoto asked if there was a count on single occupancy cars that
2 traveled on SR 248 versus taking transit or carpooling. It was indicated that 75% of the
3 cars were single occupants. She asked if the HOV lane would be a permanent addition
4 or would it be in effect only at certain times during the day, to which the response was
5 that it was anticipated that the HOV lane would only be active at certain times of the
6 day.

7
8 Council Member Worel asked who comprised the membership of the Greater Park City
9 Transportation Management Association. Knotts indicated that UDOT, UHP, Sundance,
10 the resorts, HPCA, Summit County, Basin Rec, UTA – a large number of the
11 surrounding public and private entities comprised the association, and that this
12 committee would be involved in implementing the management plan.

13
14 Fannesbeck reviewed the increased transit service and extended hours of service. He
15 noted that there were over 8,000 rides between December 4th and January 9th. When a
16 survey was distributed, those extended hours had been requested, and now there was
17 use during those extended hours.

18
19 Council Member Beerman asked if the numbers were compared to the transit system in
20 Aspen. Knotts stated they weren't compared, but that would be a worthwhile
21 undertaking. Knotts stated there was a tracking mechanism and displayed the tracking
22 numbers on service from Vail, Deer Valley and Skullcandy. Fannesbeck stated the
23 overall ridership for the year was approximately 46,000. He noted if the use continued,
24 there might be a need to expand service further. He stated the Main Street Parking
25 Management Plan was worked on by staff and the Historic Park City Alliance (HPCA)
26 members. One thing being discussed was demand-based parking fees.

27
28 Preston Stinger and Richard Brockmyer, Fehr and Peers, spoke to the study. Stinger
29 reviewed that in the fall, data was collected. They then analyzed the data and listed the
30 different markets which included, but was not limited to residents, part-time residents,
31 visitors/tourists, and commuters outside the City. Some strategies from the analysis
32 included a bicycle share system, joint use parking, a park once and then use other
33 transit options, and remote parking to avoid congested corridors. He also discussed
34 other possible strategies to resolve transportation problems, including requiring
35 developers to solve the problem, and requiring a Transportation Demand Management
36 (TDM) coordinator at major businesses in Park City. He recommended measuring the
37 single occupant vehicles so it would be known if progress was being made after these
38 options were implemented. Brockmyer demonstrated an Excel tool that was created to
39 help determine land use /location strategies. Fannesbeck invited the Council to the 40th
40 Anniversary party of the transit system in Park City, which would be held tomorrow.

41
42 **2. Miner's Plaza Update:**

43 Matt Twombly, Sustainability, Cory Shupe, Blu Line Designs, Eric Egenolf and Dwight
44 Yee, Process Studio Architects, presented this item. Twombly updated the Council on

1 the progress on the Miner's Plaza and indicated they had a concept design as well as
2 some energy saving goals for the Plaza. Shupe reviewed that his team started out with
3 a number of concepts but had narrowed them down to seven points that they wanted for
4 this plaza. They wanted a miner's theme, an event space, a living space, a public
5 restroom, sustainability for the plaza and maintenance.

6
7 Yee explained one concept design, and noted the restrooms were situated close to
8 Main Street. He indicated the space was maximized with terrace seating and a balcony
9 area. There would be a stage with a semi-permanent covering. Shupe described the
10 second concept design with the restrooms located behind the stage area. A mine shaft
11 design was created. There would be seating above the stage and additional seating to
12 the side of the stage. A video was shown of both concepts, and they both included a
13 water feature and fire feature. With regard to the City's Net Zero Carbon Energy goal,
14 Egenolf stated that this was a tough goal for a small project. He showed some
15 possibilities for conservation on the plaza.

16
17 Council Member Worel asked if there was a capacity difference in the two plans. Shupe
18 stated the capacity was similar. Council Member Henney asked if there was a cost
19 difference between the two concepts. It was indicated the first concept plan was less
20 expensive.

21
22 Council Member Gerber stated she favored the second concept design. She noted that
23 kids were always climbing on the rocks in the current plaza and hoped some climbing
24 features could be included. Council Member Beerman preferred the second concept
25 with the stage facing the street. He was concerned with the restrooms being in dark
26 spaces. Shupe stated lighting was planned to help light the area at night. Council
27 Member Beerman asked if this place could be flexible or multifunctional. Shupe noted
28 that with both plans, events could be held at the plaza. It was also indicated that there
29 was a large flat space that could accommodate tents for events. Council Member
30 Beerman asked if some solar features could be added in another part of town to make
31 up for this space not being net zero. He asked that funds be reserved to do core
32 projects in town as well.

33
34 Council Member Matsumoto liked Concept Two and the open space. Council Member
35 Henney agreed with Council Member Beerman on focusing on core needs. He liked this
36 project but didn't know if it was needed. He also liked Council Member Gerber's idea of
37 having a play feature. He indicated he would support this project. Council Member
38 Gerber asked if the Council was expecting this project to be more than a restroom
39 upgrade. Council Members Matsumoto and Beerman indicated they knew it would be
40 more, but Council Member Beerman asked to see what projects would be given up if
41 this project was approved. Mayor Thomas favored Concept Two as well, but
42 acknowledged the upkeep might be a challenge with the snow that came six months a
43 year.

Twombly stated this project would come in between \$1 million and \$1.25 million. Council Member Henney stated he was not in favor of the fire feature, and gave some suggestions to the design team to consider. Mayor Thomas complimented the team on the designs. Council Member Worel agreed with Council Member Henney on the fire feature, and favored the second concept as well. Council Member Matsumoto stated the fire feature would be nice if used on a limited basis. Council Member Beerman agreed that the fire feature was not consistent with City goals, but a temporary fire pit could be included if an event ever called for it. He asked if the Council would like to look at an overall project list before deciding on this project. Twombly stated the project might not be completed this summer if the decision was delayed. Weidenhamer stated there was a comprehensive budget on Page 115 of the packet materials. He recommended that in looking at all the projects, the funds should be put into the projects that had been prioritized. Council Member Beerman stated the projects were estimated at more than was budgeted, but he noted that they needed to be done right so as to last 30 years. He indicated that additional restrooms around Main Street were very needed, but this project was only remodeling the current restrooms.

Mayor opened the meeting for public comment.

Alison Kuhlow-Butz, HPCA, stated her biggest concern was funding the project. Her biggest priority was the Brew Pub Plaza, so if the Miner's Plaza project would take away from the Brew Pub Plaza project, it should be put on hold. Council Member Henney asked if she had an opinion on the unfunded projects. She talked about the unfunded projects and felt they were all worthwhile.

Council Member Matsumoto indicated that it was never indicated that funding some projects meant that others would not be funded. She suggested that funding could come from the Resort Sales Tax Fund or the General Plan could probably fund one project a year. Council Member Henney stated the revenues had come in over budget for many years, and he was in favor of moving forward with this project. Council Member Worel stated she supported moving forward with getting some firm costs, as well as costs for the other projects on the list, so decisions could be made. Council Member Beerman felt the money could be found for the projects, but thought the City could have a \$3 million-\$5 million shortfall if it wasn't careful. The Council agreed to move forward to get a firm cost on the project.

3. Consideration to Enter into Design (Schematic, Design Development and Construction Drawings) for the Main Street Plaza:

Council Member Beerman recused himself because his business was located next door to the plaza. Weidenhamer stated a site soils analysis had been done on site. Clio Rayner, GSBS Architects, indicated that a more detailed analysis would be done, but it would cost \$20,000-\$30,000. Allison Kuhlow-Butz distributed a letter to the Council (see attached letter) which indicated the Historic Park City Alliance (HPCA) was in favor of this plaza and would push for parking on the plaza site. She felt the grocery/deli space,

1 parking, and other amenities would help attract a day-to-day use. She did not favor a
2 catering kitchen. Council Member Worel asked what would draw people in the winter.
3 Butz felt the slope that kids could play on, as well as a coffee shop or deli would be
4 good attractions. Mayor Thomas expressed concern over losing the affordable housing
5 on China Bridge if another tier was constructed.
6

7 Weidenhamer stated his team recommended moving forward with construction
8 documents for a basic plaza concept, recommended amenities, and two parking
9 alternatives. Rayner described the plaza layout. She displayed optional features that
10 could be included, and noted that the highest ranked amenity would be on-site parking.
11

12 Council Member Matsumoto asked how many parking spaces would be at the on-site
13 parking and how many would be at an off-site parking. It was indicated that 39 stalls
14 would be on-site and 70 stalls would be off-site. In response to a question regarding the
15 warming kitchen, Rayner indicated that it was included as a suggested feature because
16 of the possible events that would be attracted to the plaza. Discussion ensued with
17 regard to the plaza design and amenities. Council Member Worel asked about the
18 impact on surrounding areas if an event for 2,000 people were held at the plaza.
19 Weidenhamer indicated it was difficult to get feedback on a concept design, and a
20 definite design was needed before much feedback would be received.
21

22 Mayor opened the meeting for public comment.
23

24 Peter Marth stated he favored the first concept design of the Miner's Plaza, but he
25 preferred that the City spend money on new plazas such as this one, rather than
26 improving existing ones such as the Miner's Plaza. He read a statement from his
27 neighbor, Clive Bush. Bush's concerns were for the noise and lights that would come
28 from this plaza. Marth then read a statement he had written. His concern was the
29 commercial traffic on that part of Main Street. He felt the plaza would magnify this
30 problem.
31

32 Doug Stevens stated he was a resident of Main Street and also had a business close to
33 the Post Office. He encouraged the Council to include parking on the plaza site. He also
34 had concern with the height of the proposed landform. He didn't think the residents on
35 the south end of Main Street were being heard. He hoped that this was an opportunity
36 to create changes that would improve the quality of life for the residents. He also agreed
37 with Mayor Thomas that affordable housing should be looked at above China Bridge.
38

39 Monty Coates stated he had a business in the area. He supported the HPCA's
40 recommendation with regard to the plaza. He felt the plaza was a buffer between the
41 commercial and residential areas at that end of Main Street. He also supported having
42 the plaza parking on-site.
43

1 Thea Leonard stated she also supported the on-site parking and the alternate route to
2 Swede Alley. She felt the catering kitchen and ice rink were not needed on that site.

3
4 Mayor Thomas closed the public comment portion of the meeting.

5
6 Mayor Thomas gave suggestions for the plaza including using the cut through to Swede
7 Alley as a pedestrian access and using the current parking as a start to the project and
8 building the plaza off of the existing parking. Council Member Matsumoto indicated the
9 cut through would help with traffic issues. She understood that the hillside residents
10 were frustrated with the traffic in that area, but felt this was a different issue.

11
12 Weidenhamer stated his team evaluated using the existing plaza but it was not a
13 feasible option. Council Member Henney stated he liked the cut through and gave
14 suggestions for commercial vehicles using that as a turn around. He didn't think a
15 catering kitchen was needed since it could be in competition with the surrounding
16 businesses. He noted that he would also be open to having the ice rink if it was a
17 necessity for making the plaza viable. Council Member Gerber favored bringing the
18 plaza up to the Main Street level. She was concerned about the cost of the on-site
19 parking. She liked the landforms and thought it could be used as a sledding hill. She
20 didn't think the kitchen was necessary, and also thought a discussion needed to take
21 place with regard to traffic.

22
23 Council Member Worel liked the cut through street and was anxious to see the results of
24 the traffic study. She didn't favor the catering kitchen. She thought more information was
25 needed on elements that would attract people to the plaza in the winter and indicated
26 she could be convinced on having an ice rink at the plaza. Mayor Thomas suggested
27 some possibilities for the landforms. Council Member Henney spoke about on-site
28 parking versus off-site parking, and noted he had a hard time spending \$5 million to
29 have on-site parking. Dave Rasmussen, GSBS, stated the parking estimate was a little
30 high, and explained where the costs were coming from. It was noted that parking costs
31 would be firmed up. The Council agreed to proceed with the project. Council Member
32 Worel wanted to see more residential engagement. Council Member Matsumoto wanted
33 to see the results of the soils analysis.

34
35 **IX. Adjournment**

36 With no further business, the meeting was adjourned.

37
38
39

Michelle Kellogg, Park City Recorder



February 4, 2016

Mayor Jack Thomas
Park City Council
Park City Municipal Corporation
PO Box 1480
Park City, UT 84060

RE: Brew Pub Plaza Priorities

Dear Mayor and Council Members:

In 2010 the HPCA adopted a Position Statement for Infrastructure that says *"It is the objective of the HPCA to promote Historic Park City as a fun, friendly and vibrant destination. Smart infrastructure, that supports both car and pedestrian traffic, is essential to fostering an alluring and navigable environment. Our District should encourage visitors to linger, circulate and explore throughout the District. To accomplish this, we need to: 1) reduce physical impediments such as difficult sidewalk navigation; and 2) create attractions/draws along the street (from top to bottom) such as parks and art that encourage exploration. We are confident that easy access, a friendly atmosphere and prolonged exposure to our businesses will increase sales and diversify revenues."*

The HPCA Board submits this letter to reaffirm our support of a plaza at the Wasatch Brew Pub location. The addition of an attraction to the top of Main Street is a goal outlined in the Historic Park City Improvement Plan. This plan was developed after consideration of the previous studies conducted and input gathered from the Historic Park City membership. The report states *"There is a saying, 'Each time history repeats itself, the price goes up.' The need for both gathering spaces and enhanced walkability has been identified and prioritized for nearly two decades."*

The HPCA believes there is a need for a community gathering space in downtown. The Brew Pub Lot is the last open space on Main Street and if we sell it we will never have another opportunity to provide an opportunity where we can both drive more people to Main Street and up to the top of the street. The purpose of the Plaza is to increase sales tax, draw people to visit Main Street more often and allow people to linger. Elements that meet this goal for day-to-day activation should be prioritized highest and elements such as meeting space and a kitchen should be proposed in a future phase.

The Plaza is an addition to elements that differentiates Main Street from a mall. People visit Main Street to connect with the community of Park City and to experience the quaint uniqueness of the area. The cost of all the elements proposed is large, the HPCA recommends construction of just the basic day-to-day elements in the first phase. Taking time to carefully phase the necessary elements will assist in the plaza's success and provide the most flexibility.

Parking at the site is an element that will guarantee year round day-to-day activation in the area. Recent parking studies show the top levels of China Bridge are the last to fill. An addition of 70 parking spaces on China Bridge will continue the imbalance of parking and pedestrian traffic to the block between 4th Street and 5th Street on Main Street. Convenience

of parking is seen as a priority at the top of Main Street versus adding additional volume at the center of Main Street. The City Council's priority to address traffic through transportation solutions makes clear that a significant investment in parking in the downtown core will not occur. The HPCA reminds the Council of the necessity of parking as part of the Plaza.

The HPCA led the efforts to secure the sales tax increase to allow these project to become a possibility. The Resort City Sales Tax is the identified funding source for the Main Street Improvements. GOED provided an additional \$3million in funding that was allocated to the previously constructed improvements. This allowed the previous projects to include all elements proposed in the design. The Plaza at the Brew Pub Lot is the HPCA's top goal and has been since the completion of the Historic Park City Improvement Plan. With the approval of each previous project the HPCA asked Council to not allow these lower priority projects take away from the budget for the Plaza at the Brew Pub Lot.

The HPCA asks the Council to keep the day-to-day elements that guarantee the success of the Brew Pub Plaza, including retaining parking at that location.

Please feel free to contact me with any questions.

Best regards,

A handwritten signature in cursive script, appearing to read "Alison Kuhlow-Butz".

Alison Kuhlow-Butz
Executive Director



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

February 5, 2016

The Council of Park City, Summit County, Utah, met in open meeting on February 5, 2016, at 1:15 p.m. in the City Council Chambers.

Roll Call

Attendee Name	Title	Status
Jack Thomas	Mayor	Present
Andy Beerman	Council Member	Present
Becca Gerber	Council Member	Present
Tim Henney	Council Member	Present
Cindy Matsumoto	Council Member	Present
Nann Worel	Council Member	Present
Diane Foster	City Manager	Present
Bruce Erickson	Planning Director	Present
Karen Anderson	Deputy City Recorder	Present

WORK SESSION

Planning Commission Interviews:

John Schloderer, Jeremy Atkinson, Laura Suesser and John Kenworthy were interviewed by the Council and Mayor Jack Thomas. At the conclusion of the interview it was indicated the Council would discuss the four applicants and a decision would be made soon.

Council Member Beerman moved to close the meeting to discuss personnel at 2:15 p.m. Council Member Henney seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto and Worel.

CLOSED SESSION

Council Member Gerber moved to adjourn from Closed Meeting. Council Member Worel seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto and Worel.

ADJOURNMENT

1 With no further business, the meeting was adjourned.
2
3
4

Karen Anderson, Park City Deputy Recorder

DRAFT



DATE: February 25, 2016

TO HONORABLE MAYOR AND COUNCIL

Council should review and approve costs in the amount of **\$71,188** associated with the design and engineering of the Park Avenue project, which encompasses pathway construction on the west side of Park Avenue, including replacement of water lines and gas lines within the Park Avenue right-of-way, and pathway improvements on the east side of Park Avenue. This staff report includes a recommendation for an amendment to the existing Design and Engineering agreement with Horrock's Engineering. These change orders address extra work costs associated with the design, construction and construction management of the waterline and related appurtenances.

Respectfully:

Heinrich Deters, Trails and Open Space Program Manager



City Council Staff Report

Subject: PARK AVENUE PATHWAYS 2016
DESIGN AND ENGINEERING AGREEMENT- AMMENDMENT
NUMBER 1

Author: Heinrich Deters, Trails and Open Space Project Manager
Griffin Lloyd, Water Project Manager

Department: Sustainability / Public Utilities

Date: February 25, 2016

Type of Item: Administrative

Summary Recommendations:

Staff recommends Council authorize the City Manager to execute an Amendment to the Park Avenue Pathways Design and Engineering Agreement with Horrock's Engineering, in a form approved by the City Attorney, as Change Orders No. 1, for an increase to the contract in an amount not to exceed **\$71,188**, in a total contract amount not to exceed **\$368,674**.

Executive Summary

Council should review and approve costs in the amount of **\$71,188** associated with the design and engineering of the Park Avenue project, which encompasses pathway construction on the west side of Park Avenue, including replacement of water lines and gas lines within the Park Avenue right-of-way, and pathway improvements on the east side of Park Avenue. This staff report includes a recommendation for an amendment to the existing Design and Engineering agreement with Horrock's Engineering. These change orders address extra work costs associated with the design, construction and construction management of the waterline and related appurtenances.

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Accessible and world-class recreational facilities, parks and programs + Safe community that is walkable and bike-able			+ Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Neutral 	Neutral 	Very Positive 
Comments:				

Acronyms and Abbreviations:

No. Number
SR State Route

Background:

On May 5, 2014 Council authorized the City Manager to execute a Design and Engineering Contract, in the amount of **\$297,486**. The scope of the contract included a feasibility analysis of an underpass at the corner of Deer Valley Drive and Park Avenue, as well as, design and engineering of the Park Avenue walkability project.

After several years of negotiations, in March 2015, Park City Municipal Corporation and Park Avenue Condominium Association finalized an easement along the west side of Park Avenue to allow for the construction of the 8' wide separated pathway. At the same time, discussions between the Sustainability and Water Departments related to the existing waterline along Park Avenue and the ongoing maintenance issues and coordination of the two projects were taking place. It was decided, that to combine an existing Water Department project, also being designed by Horrocks into the west side pathway project, to allow for a cost savings and a minimization of impacts to the community.

In August of 2014, staff updated Council on the feasibility aspect of the underpass at the Deer Valley Drive location and recommended moving the infrastructure to the Kearns Blvd and Park Avenue location. In doing so, Council directed staff to explore the round-about concept at that intersection.

In May 2015, Council awarded a construction contract to B. Jackson Construction for **\$960,411.80**, to construct the west side waterline and pathway project, in addition to the east side pathway project between the Poison Creek pathway and Homestake Drive.

Proposed Contract Changes:

The initial design of the waterline on the west side of the street required an abandonment of the existing six inch line and the implementation of a new ten inch line adjacent. Location of the existing line and implementation of a new line, within the existing six to eight foot rights of way, proved to be extremely difficult, given the additional replacement of a gas line also being addressed at the same time. Additionally, connections and related appurtenances, such as hydrants and fire lines led to required change orders:

Proposed Change Order 1: Total Amount, \$71,188

The proposed change order contains the following extra work:

1. **Engineering Design** **\$25,754**

This cost includes the engineer and design waterline with appurtenances, and connections as outlines in bid schedule.

- Design of 10" waterline on west side of Park Avenue from Kearns Blvd to Empire Ave.
- Waterline Connections to existing lines
- All other appurtenances

2. **Construction Management/Engineering** **\$29,434**

This cost includes the construction Inspection and Construction Engineering for installation of new 10" waterline with fittings, connections and other appurtenances in design

Submittal, shop drawing and material review and approval

3. **Underpass design coordination with UDOT at Kearns Blvd** **\$16,000**

This cost includes the design and evaluation of a round-about and subsequent underpass at the Kearns Blvd location.

4. **Project Completion Date**

The original contract with Horrock's Engineering had a completion date of February 1, 2016. Due to many of the utility impacts noted above staff has recommended a completion date of **December 1, 2016** for the contract.

Analysis:

The overall construction costs of the waterline that have been broken out and paid for by the water department as of the end of the construction phase is \$367,924.97. This cost was broken out of the overall construction charges based on the specific waterline bid items as well as an agreed upon percentage of the bid items that benefit both water and walkability projects. These costs include trenching, backfill,

earthwork, surface restoration, etc.

The Engineering and Construction Management fees are based on a percentage of overall construction costs as follows;

Overall Construction Cost	=	\$367,924.97
Engineering Design	%7 of Construction Costs	= \$25,754
Construction Engineering	%8 of Construction Costs	= \$29,434
Total		\$55,188

Department Review:

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

Alternatives:

A. Approve:

Council could approve the staff recommendation.

B. Deny:

Council could deny staff's recommendation. Installation of the new water line has required sections of the existing water line to be removed. Denying the changes will require installation of the new water line to be terminated and connections, at additional costs, to be made to the remaining existing water line. Installation of the gas and fiber line will also be impacted due to conflicts with the existing waterline. Sections of waterline not replaced will remain at the current level of service which is susceptible to failure and interruption of service to customers.

C. Modify:

Council could modify the staff recommendation. This would delay the project and depending on the modifications it could result the failure to complete the west side pathway improvements this year.

D. Continue the Item:

Delay could impact the item.

E. Do Nothing:

Staff does not recommend this alternative. Doing nothing with the request will have the same outcome as denying the request.

Funding Source:

Funding for the water system improvements is from water service fees and is part of the proposed 5-year Water CIP. Water's total participation portion of the contract, including the proposed change order amounts, is within existing budget amounts. Walkability bond funds are available and within budget for this item.

Proposed Change Order in this report:

Water: \$55,188

Walkability: \$16,000

Consequences of not taking the recommended action:

The changes are critical to completion of the project infrastructure. Not taking the recommended action could result in the sections of waterline which are not replaced remaining at the current level of service which is susceptible to failure and interruption of service to customers.

Recommendation:

Staff recommends Council authorize the City Manager to execute an Amendment to the Park Avenue Pathways Design and Engineering Agreement with Horrock's Engineering, in a form approved by the City Attorney, as Change Orders No. 1, for an increase to the contract in an amount not to exceed **\$71,188**, in a total contract amount not to exceed **\$368,674**.

Exhibit:

Exhibit A – Change Orders

Exhibit A

To: Heinrich Deters
Park City Sustainability

From: Rob Sunderlage, PE
Horrocks Engineers

Date: January 25, 2016

Subject: Park Avenue Pathways Project 2015
Additional Services No. 1: Waterline Design and Construction Engineering



During the design phase of the Park Ave Pathways Project 2015, it was decided to include the design and construction of a 10" culinary waterline within the alignment of the west side of SR224. The following is a breakdown of Design and Construction Engineering Costs that were associated with this additional scope.

The overall construction costs of the waterline that have been broken out and paid for by the water department as of the end of the construction phase is \$367,924.97. This cost was broken out of the overall construction charges based on the specific waterline bid items as well as an agreed upon percentage of the bid items that benefit both water and walkability projects. These costs include trenching, backfill, earthwork, surface restoration, etc.

The Engineering and Construction Management fees are based on a percentage of overall construction costs as follows;

Overall Construction Cost		=	\$367,924.97
Engineering Design	%7 of Construction Costs	=	\$25,754
Construction Engineering	%8 of Construction Costs	=	\$29,434
Total			\$55,188

Engineering Design \$25,754

Engineer and Design waterline with appurtenances, and connections as outlines in bid schedule.

- Design 1910 LF of 10" waterline on west side of Park Avenue from Kearns Blvd to Empire Ave.
- Waterline Connections A-F as outlined in Bid Schedule
- All other appurtenances and fittings as required
- Change Orders 1, 2, 3 and 8 as identified in approved change order documents

Construction Engineering \$29,434

- *Construction Inspection and Construction Engineering for installation of new 10" waterline with fittings, connections and other appurtenances in design*
- *Submittal, shop drawing and material review and approval*

- *Testing review and verification*
- *As-builts*

The total proposed Fee for these additional services total:	\$55,188
--	-----------------

Please contact us if you have any questions regarding this proposal. Upon approval, please sign and return to Horrocks Engineering.

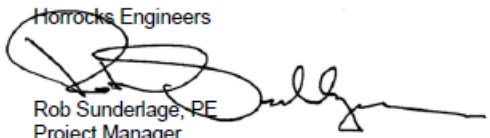
Additional Services Approval:

Authorized by: _____

Date: _____

Sincerely,

Horrocks Engineers


Rob Sunderlage, PE
Project Manager

To: Heinrich Deters
Park City Sustainability

From: Rob Sunderlage, PE
Horrocks Engineers

Date: January 25, 2016

Subject: Park Avenue Pathways Project 2015
Additional Services No. 2: Traffic Study / UDOT Coordination



During the design phase of the Park Ave Pathways Project 2015, it was requested that Horrocks conduct a study in the conceptual phase of design in order to determine a direction on the tunnel design. This study included the following scope:

- Study pedestrian tunnel designs under Park Ave at Deer Valley Drive, Homestake, Kearns
- Evaluate alternative designs for these three intersections (intersections modifications, signal modifications, sky bridge, etc.)
- Assess preliminary costs of construction as basis for evaluating feasibility
- Design a roundabout at Kearns to evaluate tunnel locations
- Study alternative signal modifications
- Model alternative designs in Synchro and prepare report of findings
- Present findings to UDOT (2 meetings at Region 2)
- Create alternative tunnel designs and evaluate ADA, property impacts, Utility relocation
- Prepare easement exhibit to determine areas of impact to private property

The total proposed Fee for these additional services total:	\$16,000
--	-----------------

Please contact us if you have any questions regarding this proposal. Upon approval, please sign and return to Horrocks Engineering.

Additional Services Approval:

Authorized by: _____

Date: _____

Sincerely,

Horrocks Engineers

Rob Sunderlage, PE
Project Manager

A handwritten signature in black ink, appearing to read "Rob Sunderlage", written over the printed name and title.



DATE: February 25, 2016

TO HONORABLE MAYOR AND COUNCIL

In 2012 staff developed a ten to twelve year implementation plan to (re-)construct all of the streetscape infrastructure (sidewalks, curb and gutters, streetlights, benches, signage, art...) as well as the public plazas. Council should review the proposed scope of services and approve the Addendum 2 to the Service Provider Agreement and proceed with the reconstruction of the Main Street sidewalks on the West side of the street from 3rd Street to 4th Street.

Respectfully:

Matthew Twombly, Senior Project Manager

City Council Staff Report

Subject: 2015 Main Street Improvements
Professional Service Provider Contract –
Addendum 2

Author: Matthew A. Twombly

Department: Sustainability

Date: February 25, 2016

Type of Item: Administrative – Award of Contract Addendum

Summary Recommendations:

Authorize the City Manager to enter into an addendum 2 to the professional service provider agreement in a form approved by the City Attorney's Office with MGB+A, in the amount of Thirty Nine Thousand Nine Hundred Fifty Dollars (\$39,950).

Executive Summary:

In 2012 staff developed a ten to twelve year implementation plan to (re-)construct all of the streetscape infrastructure (sidewalks, curb and gutters, streetlights, benches, signage, art...) as well as the public plazas. Council should review the proposed scope of services and approve the Addendum 2 to the Service Provider Agreement and proceed with the reconstruction of the Main Street sidewalks on the West side of the street from 3rd Street to 4th Street.

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

Acronyms in this Report:

HDDR	Historic District Design Review
HPCA	Historic Park City Alliance
RFP	Request for Proposals
GMP	Guaranteed Maximum Price

Background:

The 2013 project design agreement with MGB+A included determining the streetscape “design” or the look of the Main Street sidewalk improvements to be carried through the 10 year plan. The agreed upon and Historic District Design Review (HDDR) approved Main Street improvements include storm drains and inlet boxes, new water meters and lids, “Blue Sky” grey granite curb, 12”x12” “Chester” pavers, ~ 18” wide concrete bands around a rectangular field of granite pavers (alternating between square and diagonally set), new reproduction street lights, and electrical conduit. The site furnishings will be reviewed and chosen by Parks and Planning and coordinated with the project team in an effort to keep the funk and not have all the same benches and other site furnishings.

MGB+A was also selected for the 2014 Main Street improvement projects including the Main Street sidewalks the Bear Bench and the Bob Well’s (City Hall) Plaza. On March 5, 2015 Council authorized the City Manager to enter into an agreement with MGB+A in the amount of sixty nine thousand six hundred and nineteen dollars (\$69,619) for the design and engineering of the Main Street sidewalks between 4th Street and 5th Street on the West side as well as the sidewalks between the Brew Pub and 4th Street on the East side. Due to the re-construction of 333 Main Street (Main Street Mall) in 2014, staff put off the design and construction of the section of granite curb and sidewalks between the TMI (roughly 3rd Street) and 4th Street on the West side. During the re-construction of 333 and in conjunction with MGB+A, Questar Gas and the construction team, the City was able to install the storm drains from the TMI to 4th Street while the 333 Main Street building and sidewalk were under construction. Staff was unable to design and re-construct that section of sidewalk with granite curb and pavers in conjunction with the redevelopment of 333 Main due to the timing plus their approval only consisted of replacement of sidewalk with concrete.

Analysis:

The firm of MGB+A were the architects and engineers for all the 2013, 2014, and 2015 Streetscape projects. MGB+A is a landscape architecture and land planning firm who has teamed up with the local firm of Alliance Engineering for the civil engineering. Their team also designed and provided oversight for the storm drain, utilities and concrete curb and gutter in that location.

Because of the timing and duration of the design and approval process on the Brew Pub, City staff and HPCA Executive Director identified that the projects for 2016 would consist of the Miner’s Plaza and the last section of upper Main Street sidewalk between 3rd and 4th Street on the West side (not including the sidewalks on either side of street to be done in conjunction with the Brew Pub Plaza project). Staff felt the most efficient way to complete the design and engineering was to extend the MGB+A professional

services contract termination date for another year via Addendum 1 and add the scope of the design for the single block of sidewalk.

The estimate for the 2015 Streetscape Improvements including design is approximately \$200,000. Staff will return to Council for the award of the construction project in late March. Staff is hoping to start construction the middle of April.

Department Review:

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

Alternatives:

A. Approve:

Approve the request, and authorize the City Manager to execute Addendum 2 to the service provider agreement in a form approved by the City Attorney's Office with MGB+A, in the amount of Thirty Nine Thousand Nine Hundred Fifty Dollars (\$39,950): (Staff recommendation)

B. Deny:

Council could choose to not proceed with the project at this time.

C. Modify:

Council could choose to not continue with the project as at this time, which would likely delay the schedule of the project..

D. Continue the Item:

Council may feel there is not enough information to make a decision, which will delay the project and the proposed schedule.

E. Do Nothing:

Same effect as continuance.

Funding Source:

There is currently approximately \$200,000 estimated for the 2016 Main Street Sidewalk Improvement project out of the \$15 M 10 year project budget. Sustainability, Planning, Engineering, Budget, Public Works and on a limited basis other City staff resources will be required to complete the project.

Consequences of not taking the recommended action:

Consequences of not taking the recommended action will likely delay construction.

Recommendation:

Authorize the City Manager to enter into Addendum 2 to the professional service provider agreement in a form approved by the City Attorney's Office with MGB+A, in the amount of Thirty Nine Thousand Nine Hundred Fifty Dollars (\$39,950).

Attachments:

Exhibit A: MGBA Proposal/Fee

Exhibit A



February 16, 2016

Matthew Twombly, Project Manager
Park City Sustainability Office
445 Marsac Avenue
Park City, UT 84060

**SUBJECT: PARK CITY 2015 STREETScape
ADDITIONAL SERVICES 01**

Dear Matthew,

Thank you for the opportunity to continue to work with you on the Main Street streetscape improvements. Per our discussion, the additional improvements will start at 4th street and run south along the west side of Main Street to a point that is approximately equal with the limit of improvements constructed last year. The following is our proposed approach to complete the additional scope.

MGB+A (hereinafter referred to as Consultant) will attend a kick-off meeting with Park City (hereinafter referred to as Client) and other team members to review project information and collaborate with the Client.

1. PROJECT MANAGEMENT + SITE ANALYSIS

- a. Participate in six weekly design/coordination meetings with the Working Committee
- b. Survey to be provided as part of a separate contract.
- c. Review and walk the site with the Client, document existing conditions and prepare an updated site plan.

2. DESIGN DEVELOPMENT PLANS

- d. Provide design development plans based on the approved Main Street pattern. Participate in a collaborative review and work session to refine plans relative to:
 - i. Hardscape layout and materials
 - ii. Site grading plan
 - iii. Site lighting locations
 - iv. Water meter locations
 - v. Roof drain connections
- e. Review
 - i. Client review of design development plans for refinement and adjustment as needed.

Product(s):

- Design development plans completed

3. CONSTRUCTION DOCUMENTS

- a. Prepare construction documents incorporating design development plan reviews by LDS Church Personnel and consultants. Construction documents will be prepared in two stages: 75% and 100%. Construction documents include:
 - i. Demolition Plan
 - ii. Site Plan
 1. Overview + Enlargement Plans
 2. Pedestrian Hardscape Materials
 3. Details + Specifications
 - iii. Civil Plans
 1. Grading Plan
 2. Water Meter connections
 3. Roof Drain Connections
 4. Storm Drainage Plan
 - iv. Lighting Design
 1. Plans
 2. Details + Specifications

Product(s):

- Completed CD's at 75% and 100% milestones

4. BIDDING

- a. Assist the Client in bidding the project to prequalified contractors.
- b. Answer questions during the contract bidding period.
- c. Provide clarification of drawings.
- d. Prepare addenda relating to landscape architecture concerns
- e. Attend pre-bid meeting

Product(s):

- Contractor Selected.

5. CONSTRUCTION SERVICES

- a. Consultant to conduct five site inspections.
 - i. Site inspections to be scheduled once the construction schedule has been determined.
 - ii. Site inspections include final walkthrough and follow-up inspection.
- b. Consultant in office services to coordinate landscape construction
 - i. Submittal review.
 - ii. Review RFI's and coordination with contractor, design team and Owner.
 - iii. Interpret construction documents for the contractor and prepare clarifications.
 - iv. Work with the contractor to avoid, if possible, any change orders.
 - v. Prepare final punch list.

Product(s):

- Finished Project

SCOPE FEES

<u>Task</u>	<u>Fee</u>
Project Management + Site Analysis	\$6,350
Design Development	\$4,850
Construction Documents	\$6,850
Bidding	\$2,850
Construction Services	\$4,050
Alliance Engineering	\$10,000
BNA	\$4,500
Reimbursables	<u>\$500</u>
Total Fee	\$39,950

We welcome the opportunity to negotiate this fee. If there are services required which are not listed in the fee schedule above, we can complete them on a time and materials basis based on the following rates. We will not proceed on any time and materials basis until we receive approval from the Client.

TIME OF PERFORMANCE:

1. Consultant is prepared to initiate the services described herein immediately upon Client's authorization and notice to proceed. A more definitive schedule can be established with the Client at the outset of the project as needed.

ADDITIONAL SERVICES:

1. Consultant, at the direction of the Client, may perform additional services related to the project including but not limited to preparation of site sections, grading plans, preliminary development plans and zoning applications, project signage design, marketing graphics, and other services not otherwise defined in the scope of services. These and other additional services will be performed by Consultant as mutually agreed to by the Client and Consultant prior to performance of the services.
2. Reimbursable expenses associated with travel not included in the above Scope of Services will be billed to the client as outlined below.

HOURLY RATES:

The hourly rate for performing design services typically conforms to the following table.

Principal/Partners	\$120.00 per hour
Senior Associates.....	\$100.00 per hour
Associates.....	\$90.00 per hour
Landscape Architects	\$80.00 per hour
Staff	\$70.00 per hour
Clerical.....	\$50.00 per hour

REIMBURSABLE EXPENSES:

Reimbursable expenses will be billed according to the following rates.

Automobile Travel.....	\$0.50 per mile
Airfare/Hotel/Car Rental	Cost plus 10%
Black & White Copies / Prints - 8 " x 11"	\$0.10 per copy
Black & White Copies / Prints - 11" x 17"	\$1.00 per copy
Color Copies / Prints - 8 " x 11"	\$0.20 per copy
Color Copies / Prints - 11" x 17"	\$2.00 per copy
Black & White Plotter Bond	\$2.00 per square foot
Color Plotter Bond.....	\$5.00 per square foot
Plotter Vellum / Mylar	\$7.00 per square foot
Outside Reproduction	Cost plus 10%
SubConsultants.....	Cost plus 10%

Please review the above costs. If there is anything you would like us to add or deduct, please let us know.
If not, please sign your approval and fax or e-mail back to us.



Jay Bollwinkel, Principal

Park City

Date



DATE: February 25, 2016

TO HONORABLE MAYOR AND COUNCIL

Caddis Architectural has completed Phase I of the three phase process for architectural design services in the preservation of two historic homes and development of affordable homes at 1450-1460 Park Avenue. A new contract is necessary to complete Phases II and III.

Respectfully:

Rhoda Stauffer, Housing Specialist



Sustainability

City Council Staff Report

Author: Rhoda Stauffer
Subject: Architectural Design Services Contract
Date: February 25, 2016
Type of Item: Consent Item

RECOMMENDATION: Staff recommends that City Council authorize the City Manager to proceed with Phases II and III of the 1450-1460 Park Avenue affordable housing project by approving a contract in a form approved by the City Attorney's Office with Caddis Architectural in an amount not to exceed One Hundred and Thirty Seven Thousand, Five Hundred and Sixty Dollars (\$137,560).

EXECUTIVE SUMMARY: Caddis Architectural has completed Phase I of the three phase process for architectural design services in the preservation of two historic homes and development of additional affordable homes at 1450-1460 Park Avenue. A new contract is necessary to complete Phases II and III.

Significant Impacts:

	World Class Multi- Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting- Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Balance between tourism and local quality of life	~ (Select Desired Outcome)	+ Residents live and work locally	+ Fiscally and legally sound
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Positive 	Neutral 	Very Positive 	Positive 
Comments: Utilizing city-owned property for workforce housing is cost effective and meets Council's goals in regards to the Critical Priority of providing affordable, attainable and middle-class housing locally.				

ACRONYMS USED IN THIS REPORT:

HPB = Historic Preservation Board
RDA = Redevelopment Agency
RFP = Request for Proposal

BACKGROUND: At the March 5, 2015 City Council meeting, staff requested council direction in the disposition and development of the RDA-owned property at 1450-1460

Park Avenue. Of the four proposals presented, Council chose the option of a city-sponsored development and chose single family homes over a townhome or multi-story condo development.

In May of 2015, staff conducted a RFP process that resulted in the selection of Caddis Architectural. On June 25, 2015 Council approved a contract for Phase I of the three-phase process.

The Scope of Work for 1450-1460 Park Avenue is divided into three phases:

1. Phase I - Planning & Schematic Design
 - a. Program development and development of two or three design alternatives for the site.
 - b. Definition of the Scope of Work for the project within budget parameters.
 - c. Development of Schematic Design documents and a computer generated rendering of a selected concept plan alternative
2. Phase II – Design Development, Entitlements & Construction Document Development
 - a. Provide Design Development drawings
 - b. Secure necessary approvals from regulatory agencies for permits
 - c. Prepare Construction Document drawings
3. Phase III – Construction Contract Administration
 - a. Construction Contract Bidding Services and Bid Documents
 - b. Performance of Construction Contract Administration during construction
 - c. Record drawings and project manual, including technical specifications
 - d. Performance of Construction Contract Administration for project close out

Work on Phase I extended through January of 2016. Council provided guidance in site design in October of 2015 requesting further design work that was approved in November of 2015. The chosen layout design required that an application be made to HPB to move the historic houses forward on the lot. Movement of the houses will result in making better use of the remaining land as well as provide a small neighborhood feel to the whole project. The application was continued to March 2 for a final vote on the application to move the houses.

ANALYSIS: With a final decision by HPB on March 2, Phase I design work is coming to completion. Staff is requesting Council authorize the City Manager to execute a contract with Caddis Architectural to continue the work through Phases II & III outlined above in a form acceptable to the City Attorney in an amount not to exceed \$137,560.

A final piece of design work will be needed if HPB denies the application to move the historic houses forward on the lots. However, the total cost of the remaining contract will not change. The initial design contract was \$18,000 and with this contract for the remaining work (\$137,560), a total fee for the design services will be \$155,560. This is

in the mid-to-low cost range for architectural services. By way of reminder and in comparison, the fees projected by the firms who responded to the original RFP ranged in price from \$131,000 to \$234,000.

DEPARTMENT REVIEW: This staff report has been reviewed by Sustainability, Legal and the City Manager.

ALTERNATIVES:

- A. Approve:** Approval of a contract covering Phases II & III will keep the affordable housing project at 1450-1460 on schedule and it is **Staff's Recommendation**.
- B. Deny:** Denial of the amended contract will require that Staff begin again with the RFP process and thus suspend the progress of development of affordable housing at 1450-1460 Park Avenue.
- C. Modify:** Modification of the contract and discussion will require that staff return to council with additional information and will suspend the design and development process.
- D. Continue the Item:** Continuance of the discussion will require that staff return to council with additional information and will suspend the design and development process.
- E. Do Nothing:** Doing nothing basically will be the same as B above.

FUNDING SOURCE: The architectural contract will be funded through the Lower Park Avenue RDA Affordable Housing budget. It will also be reimbursed when the resulting homes are sold to qualified buyers.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: Taking no action at this time will suspend the process of building affordable units at 1450-1460 Park Avenue.

RECOMMENDATION: Staff recommends that City Council authorize the City Manager to proceed with Phases II and III of the 1450-1460 Park Avenue affordable housing project by approving a contract in a form approved by the City Attorney's Office with Caddis Architectural in an amount not to exceed One Hundred and Thirty Seven Thousand, Five Hundred and Sixty Dollars (\$137,560).

Attachment A: Contract with Caddis Architectural

**February 25, 2016 Staff Report
Exhibit A**

**PARK CITY MUNICIPAL CORPORATION SERVICE
PROVIDER/PROFESSIONAL SERVICES AGREEMENT
FOR PHASE II & III OF ARCHITECTURAL DESIGN SERVICES
FOR AFFORDABLE HOUSING AT 1450-1460 PARK AVENUE**

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 2016 by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and Caddis PC, a Colorado corporation ("Service Provider").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in Tasks 2 through 5 of the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **One hundred and thirty seven thousand, five hundred and sixty dollars (\$137,560).**

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on December 31, 2016 or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Exhibit B,” or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. 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, 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

PARK CITY MUNICIPAL CORPORATION

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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

8. INSURANCE.

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

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

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with annual limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident \$500,000 each accident;
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, as respect to work performed by or on behalf of

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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 member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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.

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 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.

- 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.

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

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. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

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

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

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

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

CADDIS PC

1510 Zamia #103
Boulder, CO 80304

Tax ID#: 20-0554612

PC Business License# BL – O14604

Signature

Hans Cerny

Printed name

Principal Architect

Title

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

On this ____ day of _____, 20__, personally appeared before me Hans Cerny, 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 Principal Architect of Caddis PC by Authority of its Resolution, and acknowledged that he/she signed it voluntarily for its stated purpose as Principal Architect for Caddis PC, a Colorado company.

Notary Public

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

PHASE II & III OF ARCHITECTURAL DESIGN SERVICES FOR AFFORDABLE HOUSING AT 1450-1460 PARK AVENUE EXHIBIT “A”

Scope & Fee

Nature of Project:

Architect proposes to perform the following architectural services: Design and Permit documents for an affordable housing site at 1450/1460 Park Avenue in Park City, UT 84060. The site includes two small historic homes. It is the intention of the client at this time that the historic homes will be stabilized, moved forward on the site to new foundations, and rehabilitated. The total square footage of the historic homes is roughly 1,380 sf with an estimated construction cost of roughly \$552,000. The total square footage of the new structures is roughly 5,700 sf with an estimated construction cost of roughly \$997,500. The estimated total construction cost including buildings and site work and improvements is roughly \$1,719,500. The Client’s intention is that all the units will be HERS 54 or less, and possibly net-zero-energy. Fees represented in this contract allow for either energy scope.

Scope of Work and Fee:

Task 1: Development Study & Conceptual Design – Completed per previous agreement.

Task 2: Construction Documents- Design & Permit

Schematic Design

- Develop architectural floor plans, elevations and building sections for the Project with all required spaces, circulation, and relationships.
- Collaboration with the owner/contractor for pricing and constructability.
- Deliverables: Refined site plan, architectural plans, elevations, and building sections.

Design Development

- Develop the schematic design for the Project, further defining the interior spatial relationships.
- Value engineering and modifying design to meet any changing demands before the documents are completed.
- Address site issues, be they geotechnical, natural exposure, environmental, drainage, and/or code and permitting site issues.
- Evaluate site issues to determine whether engineering or design modifications need to be made to meet any of these issues and market demand issues or limitations before the documents are completed

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- Provide system-oriented information to determine building costs for use in the development cost model and to allow for any necessary changes.
- Deliverables: Refined site plan, architectural plans, elevations, and building sections.

Permit Documents

- Basic Permit Set
 - Cover sheet w/ project information
 - Site plan
 - Drawings required for permit
 - Floor & roof plans
 - Four building elevations (additional partial elevations may be required)
 - 2-3 Building sections
 - Minimal critical and typical details, roughly 10. Caddis may include more or less at our discretion and within the fee.
 - Window schedule, door schedule
- Contracting and coordination of engineering and consultant work required to satisfy submittal and design requirements.
 - Structural Engineering
 - Civil Engineering (Minimal for Permitting Only)
 - Landscape Architecture (Minimal for Permitting Only)
 - Mechanical Engineering (Performance Only, Minimal Drawings)
 - HERS Energy Rating
- Permit Submittal and Comments
 - This includes work completed to address plan check comments from the governing agency.
 - At the Client's direction, we will prepare for and attend meetings with various governmental review agencies as necessary to obtain complete building and development permitting.
 - Revisions requested by agencies with jurisdiction will be billed under this task.

Task 3: Bidding and Negotiations

- Bids for contractors and materials will be reviewed by the Design Team with the Client to assure that the contractors, subcontractors and materials being used will meet the performance standards and the intended and advertised use in quality of the Project.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Task 4: Construction Administration (Construction Phase Representation)

- The Design Team will be a representative of, and shall advise the Client during construction until final payment to the Contractor is due. A representative of the Design Team will visit the Site at intervals appropriate to the stage of construction to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the Construction Documents and, when completed, will be in accordance with the Contract Documents.
- The Design Team will review and approve, or take other appropriate action, upon Contractor's submittals of Shop Drawings and Product Samples for the purpose of checking for conformance with the Construction Documents and the design concept.
- The Design Team will review and sign, or take other appropriate action, on Change Orders and Construction Change Directives for the Client's approval. Except as set forth herein, the Design Team shall not supervise, direct, or have control over the Contractor's work. The Design Team shall not be responsible for (a) the Contractor's means, methods, procedures, techniques, or sequences of construction, (b) safety programs or procedures employed by the Contractor on the job site, (c) the Contractor's failure to carry out work in accordance with the Contract Documents.
- Construction Administration typically accounts for 25% of the proposed design fee. This proposal includes construction administration services up to 25% of the design fee. Construction administration exceeding that fixed fee will be billed on an hourly basis and will proceed at the client's request.

Tasks 2-4 Proposed Fee: \$137,560

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “B”

PAYMENT SCHEDULE FOR “EXTRA” WORK

Architecture- Caddis

Principal Architect: \$120/hr

Project Architect: \$95/hr

Project Manager: \$85/hr

Production Staff: \$65/hr

Illustration & Modeling: \$50/hr

Structural Engineering- CTS

Senior Engineer: \$110/hr

Junior Engineer: \$60/hr

CAD/BIM: \$50/hr

Civil Engineering- Mullholland

Project Engineer: \$120/hr

Designer/Drafter: \$75/hr

Surveying/GPS: \$120/hr

Printing: \$0.30/SF

Landscape Architecture-R Design

Landscape Architect: \$100/hr

Energy Modeling & Mechanical Engineering- Sustainably Built

Project Manager: \$105/hr

Energy Modeler: \$90/hr



DATE: February 25, 2016

TO HONORABLE MAYOR AND COUNCIL

Staff Recommends Council Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney, with Horrocks Engineers for Design and Construction Services for the Thaynes Canyon Subdivision Improvements Project in an Amount of \$43,408.00.

Respectfully:

Nicholas Graue, Water Project Engineer

City Council Staff Report



Subject: THAYNES CANYON SUBDIVISION IMPROVEMENTS
Author: PROFESSIONAL SERVICES AGREEMENT
 Roger McClain, Public Utilities Engineer
 Griffin Lloyd, Public Utilities Project Manager
Department: Public Utilities
Date: February 25, 2016
Type of Item: Administrative

Summary Recommendations:

Staff recommends Council authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with Horrocks Engineers for design and construction services in an amount of \$43,408.00.

Executive Summary

As part of the Public Utilities Department's asset management program, the Thaynes Canyon Subdivision Improvements Project addresses prioritized water main replacements and deficient water delivery to residences. The project consists of replacement and upgrade of waterlines, and sewer and storm drain improvements. The project has been planned as a joint project between Park City Public Utilities and Snyderville Basin Water Reclamation District. The project will consist of replacing existing inadequate water lines to four cul-de-sacs that have been subject to breakage in recent years, as well as upgrades to storm drainage and elimination of gutter pans at each cul-de-sac entrance that have caused damage to cars and plows.

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	(+/-) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	+ Adequate and reliable water supply + Enhanced water quality and high customer confidence + -		+ Well-maintained assets and infrastructure + Fiscally and legally sound + Streamlined and flexible operating processes
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Neutral ó	Positive ñ	Neutral ó	Positive ñ
Comments:				

Acronyms and Abbreviations:

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

RFQ	Request for Qualifications
SBWRD	Snyderville Basin Water Reclamation District
FY	Fiscal Year

Background:

Each of the Thaynes Canyon Subdivision cul-de-sacs extending from Prospector and Payday Drives were originally constructed with a two-inch water main line serving as many as four homes in the cul-de-sac. The existing pipe size and the pipe material, which is thin-walled PVC and subject to water breaks, is inadequate to properly serve the properties. Additionally, the water line sizing and configuration does not enable proper flushing of the dead-end water mains to address water quality considerations.

In 2014 Park City Water crews replaced the water main within the Single Jack cul-de-sac. Subsequently the Snyderville Basin Water Reclamation District informed Park City Public Utilities that they were scheduling to replace sanitary sewer mains in Prospector Drive and several of the cul-de-sacs. Public Utilities has been coordinating closely with SBWRD regarding their project and consequently has identified water and storm drain related improvements that could be included. Inclusion of these items would be a cost-benefit to the City and would reduce the disturbance to the neighborhood by creating one project instead of multiple.

Proposed Construction:

Water replacement will consist of vacating the existing two-inch thin walled PVC pipe and replacing it with a six-inch PVC line. New valving will be installed to aid with water operations, and new water services and meter boxes will be installed to the lots in the cul-de-sacs. To aid with water main flushing in the cul-de-sacs, a flushing hydrant will be installed at the end of the water lines, eliminating existing dead ends and water quality issues.

Residents have asked for removal of the gutter pans that aid in moving storm water along Prospector Drive. Removal of gutter pans will allow for lower slung hybrid cars to enter/exit cul-de-sacs with ease. In order to remove the gutter pans, catch basins will be installed to collect the water before the cul-de-sacs, and pipe it to a nearby drainage channel. Grading and asphalt work will then take out the low spot of where the gutter pans were.

SBWRD plans to replace all of their sewer main line within Prospector Drive as well as in Single Jack Court. Clean out manholes will also be installed in three cul-de-sacs to aid with line cleaning.

Full repave of Prospector Drive and five cul-de-sacs are proposed as part of the project in cooperation with SBWRD and Park City Public Works. See exhibit B for the project extent.

Estimated costs of Water, Storm, and Repaving costs are expected to be \$575,000, which includes engineering and construction management.

Project Schedule:

Bidding for the construction of the project is anticipated in May 2016 with construction beginning in May and ending in August 2016.

Analysis:

Snyderville Basin Water Reclamation District (SBWRD) selected Horrocks Engineers through their RFQ process for the project. SBWRD has requested that Park City contract separately for design and construction services. Accordingly, Public Utilities requested a proposal from Horrocks to provide services for the associated water and storm drain improvements. The professional services agreement recommended in the staff report reflects the scope and fee as negotiated by Staff. Staff feels that these fees are usual and customary with projects of this type, scope, and complexity.

Bidding documents and an agreement between the SBWRD and Park City will address construction cost participation by each party.

Department Review:

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

Alternatives:

A. Approve:

This is staff's recommendation.

B. Deny:

Council could deny staff's recommendation. This would result in the existing inadequate water line remaining in place, resulting in potential water breaks which would result in City staff time addressing the problems and interruption of service for these customers.

C. Modify:

Council could modify the request for the agreement. Modifying the request could result in a delay to the project as the impacts of the requested modifications on the planning, engineering and/or management elements are evaluated, potentially resulting in multiple projects affecting the residents in the area.

D. Continue the Item:

Council could continue the item. This would result in a failure to participate in a joint project with Snyderville Water Reclamation District and the ability to complete the replacement improvements this year and multiple projects affecting the residents in the area.

E. Do Nothing:

Staff does not recommend this alternative. Doing nothing with the request will have the same outcome as denying the request

Funding Source:

Storm Water Improvements will be funded through the Storm Water CIP account. The funding the water improvements is from water service fees and is included in the approved 5-year Water CIP and long term costs of this project are included in the Water Department's long term comprehensive financial model.

Consequences of not taking the recommended action:

This would likely result in a failure to participate in a joint project with Snyderville Water Reclamation District and the ability to complete the replacement improvements this year. Delay of the project would result in separate projects impacting the residents in the area multiple times, as well as the possibility of line breaks causing disruption of service to customers.

Recommendation:

Staff recommends Council should authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with Horrocks Engineers for design and construction services in the amount of \$43,408.00.

Exhibits:

Exhibit A: Horrocks Engineers Scope of Work and Fee Schedule

Exhibit A

Horrocks Engineers Scope of Work and Fee Schedule

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



Tel: 801.763.5100
Salt Lake line: 801.532.1545
Fax: 801.763.5101
In state toll free: 800.662.1644

February 9, 2016

Park City
Griffin Lloyd
1052 Iron Horse
Park City, UT 84098

Subject: Thaynes Canyon Subdivision Water and Storm Drain Improvements - Scope of Work

Griff:

Horrocks Engineers has been asked by the City to prepare a scope and cost estimate for design engineering and construction management services for the Thaynes Canyon Subdivision Water and Storm Drain Improvements in conjunction with SBWRD Thaynes Canyon Subdivision Sewer Improvements. Per our understanding the existing pipes are deficient in size and need to be replaced. The City desires to provide new water lines as well as improve some existing storm drainage. The scope of the project is listed below:

1. Bonanza Court: Replace existing 2" with new 6" PVC C900 pipe, services and flush hydrant.
2. Keystone Court: Replace existing 2" with new 6" PVC C900 pipe, services and flush hydrant.
3. Nail Driver Court: Replace existing 2" with New 6" PVC C900 pipe, services and flush hydrant.
4. Single Jack Court: Remove existing valley gutter, install catch basin and outfall pipe to existing ditch east of Prospector Drive.
5. Double Jack Court: Replace existing 2" with New 6" PVC C900 pipe, services and flush hydrant. Remove existing valley gutter, install catch basin and outfall pipe to existing ditch east of Prospector Drive.
6. Coordinate asphalt replacement, sewer line, water line replacement with SBWRD and Park City.
7. Construction Management: Administer Contract and provide construction inspection jointly with SBWRD.

We have scoped this work to provide a construction bid package to be included in the SBWRD Thaynes Canyon Subdivision Sewer Project for the above listed work. Hydraulic analysis and pipe sizing is to be provided by the City. Work does not include a wetland delineation, stream alteration permit or Section 404 permit for the storm drain outfall lines.

Scope of Tasks:

1. Project Management

- a. Project Initiation, project oversight, coordination meetings.
 - b. Site Visit
- 2. Survey/Utility
 - a. Provide design survey information. Some additional survey will be required at Single Jack, Double Jack Courts and storm drain outfall lines. Utilize existing aerial imagery for base mapping. Set survey control.
 - b. Utility. Map utilities along the construction site. Provide potholing along the new storm drain alignments to determine utility conflicts and locate crossing utilities. Assume 8 -10 potholes.
- 3. Design – Water Lines
 - a. Create horizontal alignments for Bonanza, Nail Driver, Keystone and Double Jack Courts. It is anticipated that the water line will be placed offset from the existing and 10' away from the sewer line. New service connections will be required. Flush hydrants on the end of the lines. The new lines will be connected to existing asbestos cement water line with new tee.
 - b. Prepare construction drawings for water line construction. Assume use of Park City typical drawings, roadway sections and pavement design.
 - c. Coordinate construction drawings with District and Park City.
 - d. Prepare and submit plans, specifications and estimate to City for approval.
 - e. Hold 60% and 90% design review meetings.
- 4. Design – Storm Drain Lines
 - a. Design new storm drain lines and outfall for Double Jack and Single Jack Courts.
 - b. Remove existing valley gutters.
 - c. Regrade existing intersections as needed.
- 5. Public Involvement (This task under SBWRD). We will add information about water line and storm drain to project information flyer.
 - a. Prepare project information flyer with project impacts and schedule. Deliver flyers.
 - b. Meet with residents over concerns if necessary.
 - c. Deliver and distribute impact notices as needed.
 - d. Collect and record comments/concerns, convey to Project Management Team.
 - e. Provide information for Park City and District websites, and social media outlets.
- 6. Final Bid Package, Specifications
 - a. Prepare and submit plans.
 - b. Prepare and submit engineer's estimate.
 - c. Prepare and submit specifications.
 - d. Assist District with bidding.
- 7. Construction Assistance
 - a. Provide construction engineering management, resolve construction issues, contract management.
 - b. Review and recommend approval of payments.
 - c. Assume full time inspector on site during construction. 8 hrs/day for 15 days.
 - d. Provide full as built drawing set.
 - e. Provide construction staking. Assume two visits to set bench marks and set manhole station off sets. (This task under SBWRD contract). Assume one additional day for survey.

Anticipated Schedule

Notice of Proceed with Design
 Site Survey, Pot holing
 30% Design Review Meeting

February 15, 2016
 February 29, 2016

60% Design Review Meeting
90% Design Review Meeting
Advertise Project
Award Contract
Construction
Anticipate 6 weeks for construction

March 18, 2016
April 15, 2016
May 5, 2016
May 27, 2016
June 13, 2016

Adjustments to this scope may need to be made based on additions to scope as required by site conditions or changes to the scope to meet the needs of the district.

Please feel free to contact David Dillman at (801) 376-7330 or Scott Robertson at (801) 319-1266 with any questions or concerns.

Sincerely,
HORROCKS ENGINEERS



David Dillman, P.E.
Principal

cc: Scott Robertson

Park City, Thaynes Canyon Subdivision - 2016 Project

PROJECTED MANHOURS AND COSTS

Task & Description	Total Cost	Total Hours	Principal Engineer II, P.E.	Engineer II, P.E.	Engineer, P.E.	Engineer-in- Training II	Senior Design Technician II	Senior CAD Technician	CAD Technician	Field Engineer	Communica- tion Specialist	Jr. Field Technician	Vac Truck	Senior Licensed Surveyor	Licensed Surveyor	Surveyor/R OW Technician	Clerical
BILLING RATE			\$166	\$117	\$101	\$82	\$117	\$78	\$55	\$106	\$86	\$42	\$220	\$132	\$108	\$84	\$52
TASK 1: Project Management Project Initiation, project oversight, coordination meetings	1,328	8	8														
TASK 2: Design Survey (2 man crew) Utility location Pot Holes (Assume 10 holes) SUE	1,476 4,824 234	17 24 2					2			4			20	1		16	
TASK 3: Design - Water Lines Prepare design plans	3,240	38	2		4		12		20								
TASK 4: Design - Storm Drain Prepare design plans, intersection grading	4,746	62	4		8	16		4	30								
TASK 4: Public Involvement	1,020	10	2								8						
TASK 5: Prepare Final Bid Package and specifications	2,132	22	2			8	8										4
TASK 6: Construction Engineering Management Assume 3 weeks construction, full time inspection Weekly construction meetings. Prepare pay estimates, Contract closeout.	16,704	144	24							120							
As-Built Drawings Construction Staking (assume 2 trips)(2 man crew)	2,020 804	26 9	2		8				16					1		8	
Total Labor	\$38,528	362	44		20	24	22	4	66	124	8		20	2		24	4

Direct Costs:

other consultant:

Mileage (5000 Miles)

\$4,880

GPS

Printing

TOTAL DIRECT COSTS

\$4,880

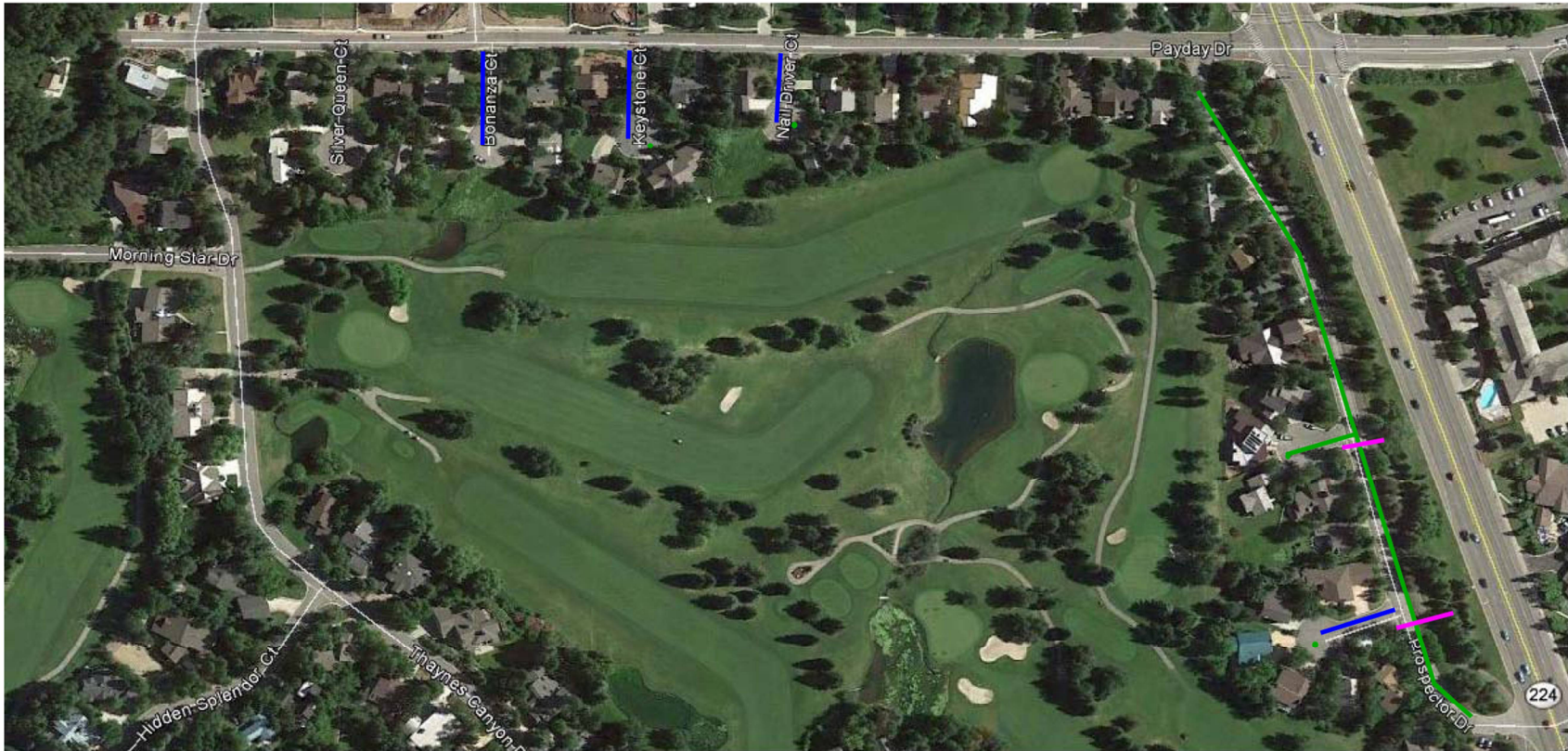
Design Engineering Total

\$43,408

TOTAL

\$43,408

Exhibit B



- Water Improvements
- Sewer Improvements
- Storm Improvements



DATE: February 25, 2016

TO HONORABLE MAYOR AND COUNCIL

Beck Construction and Excavation was contracted by the City for construction of the Deer Valley Drive Phase 2 Project as designed by Ward Engineering. They were given a Notice-to-Proceed to start work on April 29, 2015.

The major elements of this project were the installation of eight foot wide sidewalks extending from Deer Valley Drive North to Snow Park, continuation of pedestrian lights extending from Sunnyside to Snow Park and installation of bus pull-outs, one in front of the Greyhawk condominiums and one in front of the Fox Glove condominiums. Deer Valley Resort will also participated in this contract and will be paying for the replacement of their overhead lights in the Deer Valley Plaza parking area.

The work has been substantially completed and this Contract Change Order No. 4 is the settlement of issues arising near the end of the project. Final Completion will not be attained until the temperature of the lights is corrected (lights delivered are \$4,000,000 but were to be \$2,700,000). Staff does not anticipate any other changes to the construction contract.

Respectfully:

Matthew Cassel, City Engineer



City Council Staff Report

Subject: Contract Change Order No. 4 to
Construction Agreement for the
Deer Valley Drive Phase 2 Project
Author: Matthew Cassel, P.E., City Engineer
Department: Engineering
Date: February 25, 2016
Type of Item: Administrative

Summary Recommendations:

Staff recommends City Council authorize the City Manager to execute Contract Change Order No. 4 to Construction Agreement with Beck Construction and Excavation in a form approved by the City Attorney for additional construction services related to the construction of Phase 2 for Deer Valley Drive in an amount up to \$52,475.47.

Executive Summary:

Beck Construction and Excavation was contracted by the City for construction of the Deer Valley Drive Phase 2 Project as designed by Ward Engineering. They were given a Notice-to-Proceed to start work on April 29, 2015.

The major elements of this project were the installation of eight foot wide sidewalks extending from Deer Valley Drive North to Snow Park, continuation of pedestrian lights extending from Sunnyside to Snow Park and installation of bus pull-outs, one in front of the Greyhawk condominiums and one in front of the Fox Glove condominiums. Deer Valley Resort was also participating in this contract and were paying for the replacement of certain overhead lights in the Deer Valley Plaza parking area.

The work has been substantially completed and this Contract Change Order No. 4 is the settlement of issues arising near the end of the project. Final Completion will not be attained until the temperature of the lights is corrected (lights delivered are 4000K but were to be 2700K). Staff does not anticipate any other changes to the construction contract.

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Accessible and world-class recreational facilities, parks and programs + Accessibility during peak seasonal times + Safe community that is walkable and bike-able			+ Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Neutral 	Neutral 	Positive 
Comments:				

Acronyms

RELS – Request for Elevated Level of Service

UDOT – Utah Department of Transportation

ROW – Right-of-Way

HPS – High Pressure Sodium

LED – Light Emitting Diode

CCO – Contract Change Order

Background:

Through the Small Urban Fund program, Park City was granted \$1,000,000 to be used for infrastructure improvements to Deer Valley Drive. This work, designated as Deer Valley Drive, Phase 1, was completed in the fall of 2013. There were numerous other elements that staff would have liked to be included in this project, but funding was not available. Additionally, changing or expanding project scope when federal money is involved is not well received by UDOT or the federal government. Council approved \$950,000 during the FY 14 budget process for a second phase to this project to address these improvements, which help to beautify the corridor and address numerous improvements requested from a 2004 request for elevated level of service (RELS) process from the neighborhood.

The Deer Valley Drive Phase 1 project included repair and lining of the existing collapsed storm drain, replacement of sections of the gas line (work and design performed by Questar Gas), replacement of the existing distribution water line, pedestrian modifications at the round-about, left turn lane at the intersection of Deer Valley Drive and Deer Valley Drive North, bus pullouts, speed limit feedback signs,

pedestrian lighting and sidewalks from the round-about to the intersection of Deer Valley Drive and Sunnyside Drive, updated signage and road resurfacing.

Deer Valley is one of the two major economic generators in Park City and was seen as a partner in this project. Adding elements to strengthen their entry statement and sense of arrival, providing safe, lighted pedestrian connectivity to Snow Park Lodge and further transit amenities should enhance the experience of their guest and minimize vehicular impacts. The goal of this project was to help beautify this corridor along with creating an entry statement as visitors drive toward Deer Valley Resort.

This project originally went out to bid in the spring of 2014 with bids received on June 24, 2014. Staff received only one bid and that was from COP Construction. Their bid was \$1,386,190, which was \$425,421 over the engineer's estimate of \$960,769. After careful review, staffs elected to reject the bid based on the discrepancy, re-format the bid-schedule and re-bid the project during the prime bidding period, which occurs between January and April.

This Deer Valley Drive Phase 2 project went out to bid again during the winter of 2015 with bids being received on March 12, 2015. City Council awarded the contract to Beck Construction on April 16, 2015. The contractor started working in the middle of May.

Analysis:

Contract Change Order No. 1 was approved and executed by staff on July 28, 2015. The total cost of Contract Change Order No. 1 was an increase of \$62,288, which is 7.0% of the construction contract amount. This increase in the contract is a cost all to the City.

Contract Change Order No, 2 was approved by City Council on August 6, 2015. The total cost of Contact Change Order No. 2 was an increase of \$106,105. Per Park City purchasing policy, for projects over \$250,000 once change orders exceed 10% of the original contract amount (10% of \$860,455 is \$86,045), they must be approved by City Council. At a total of \$106,105, Contract Change Order No. 2 exceeded the 10% change order threshold. This increase in the contract is a shared cost of \$76,175 to the City and a cost of \$29,970 to Deer Valley Resort.

Change Order No. 3 was approved and executed by staff on October 8, 2015. The total cost of Contract Change Order No. 3 was a decrease of \$1,693. This change to the contract includes an increase cost of \$18,207 to the City and a decrease in cost of \$19,900 to Deer Valley Resort.

Working with the Budget Department, the City funds used to cover the additional cost of Contract Change Order No. 1 to 3 are as follows:

- | | |
|---|-----------------|
| • Contract Change Order No. 1 costs to City | \$62,288 |
| • Contract Change Order No. 2 costs to City | \$76,175 |
| • Contract Change Order No. 3 costs to City | <u>\$18,207</u> |

Total Cost for CCO Nos. 1 – 3	\$156,670
• Storm Water CIP Funds	\$60,515
• Public Utilities Operation Funds	\$19,120
• NTMP Funds	\$7,150
• Contingency Funds for Project	<u>\$69,885</u>
Total Funds to Cover CCO Nos. 1 – 3	\$156,670

The total cost of Contract Change Order No. 4 was an increase of \$52,475.47. This change to the contract includes an increase cost of \$113,400.47 to the City and a decrease in cost of \$60,925 to Deer Valley Resort. The following items are included in Contract Change Order No. 4;

- Removal and replacement of existing catch basins. Contract Change Order No. 1 included the cost to replace two deteriorated storm water inlet boxes. As the project progressed, four (4) additional storm inlet boxes were found to be in poor shape and needing replacement. The cost for this item is \$15,825. The Storm Water CIP fund will be used to cover the cost for the replacement of these existing catch basins,
- Locate and connect an existing and buried storm drain near the intersection of Deer Valley Loop and Rossi Hill Drive. During previous construction on Deer Valley Loop, a storm drain line was disconnected from the inlet box located in the intersection of Deer Valley Drive and Rossi Hill Drive. Staff became aware of this disconnected drain but did not know its exact location. This cost is for the three days it took to find the end of the pipe, the cost to reconnect it to the storm drain inlet box and the cost to put the road back together. The cost for this item is \$14,743.98. The Storm Water CIP fund will be used to cover the cost for this item,
- Additional storm drain work along Deer Valley Drive East. The cost of the item is \$8,333.53. The Storm Water CIP fund will be used to cover the cost for this item,
- Additional cost to demolish the concrete on the bridge south of Deer Valley Drive North. As part of Contract Change Order No. 1, the cost to repair the bridge deck was included. By accident, the cost to remove the concrete to install the power and fiber conduits was not included in that cost. This item is for the extra work to cut out the concrete so the power and fiber conduits could be installed. . The cost for this item is \$1,580. This item is proposed to be paid from the small project CIP fund,
- Remove existing lights and temporarily install them on the new bases. To install the sidewalk along Deer Valley Drive East, the existing lights would need to be removed. Because of the summer activities at Deer Valley Resort, the goal was to minimize the time period the lights were removed and off. Because of the delay in the delivery of the new lights, the sidewalk could not be constructed because the new lights were not available to be installed. The solution was to take the existing lights and temporarily mount them on the new light pedestals.

This allowed the sidewalk to be installed and to keep lights on this active walking corridor. The cost for this item is \$2,200. This item is proposed to be paid from the small project CIP fund,

- Cover the cost of poles shipped before Contract Change Order No. 2 was authorized. Before CCO No. 2 was signed, five (5) poles were ordered and shipped. These poles were to be used for the previous light system. Because of the cost to restock the poles it made sense for the City to accept the poles and use them to replace damaged trail poles in the future. The poles were given to Public Utilities to stock and use as needed. The cost of this item is \$11,250. This item is proposed to be paid from the small project CIP fund,
- Install fractured rock along the newly installed sidewalk along Deer Valley Drive East. Because of delays to the storm drain installation along Deer Valley Drive East (Army Corp permit was not received until late July) and delays to the shipment of new lights along Deer Valley Drive East, the work along this section was not completed until after the landscaping season. There is a steep slope between the newly installed sidewalk and the newly installed storm drain. To protect this slope from erosion, which could damage the sidewalk, and to keep cars from parking on top of the newly installed storm drain, which is very shallow, staff elected to install fractured rock along this sloped embankment. The cost of this item is \$12,070.50. This item is proposed to be paid from the small project CIP fund,
- Expedite the shipping of the pedestrian lights. The lights were anticipated scheduled to come in by the end of October. By mid-November the lights still had not arrived and Deer Valley was getting close to opening. Staff requested the expedited shipping of the lights so they would arrive a week earlier so they could be installed before Deer Valley Resort opened in December. The cost of this item is \$2,500. This item is proposed to be paid from the small project CIP fund,
- Replace damaged section of pedestrian light conduit. While the new lights were being installed, a section of conduit, which was to be reused, was found to be damaged and unusable. New conduit and wiring needed to be installed. The cost of this item is \$5,776. This item is proposed to be paid from the small project CIP fund,
- Provide and install transformer for lights along Deer Valley Drive East. When it was time to connect the power to the new lights, the contractor realized that the power needs were different. The power needs for LED lights are significantly less than high pressure sodium lights and can run off of single phase power instead of three phase power. A step down transformer was required to be installed for this change. The cost of this item is \$1,842.50. This item is proposed to be paid from the small project CIP fund,
- Bid quantity over runs and under runs. With all construction projects, bid quantities are estimates and are not exact. This line item addresses the over runs and under runs of the bid quantities. The overruns totaled \$47,863.76. The under runs totaled \$11,584.80. The largest over run was for the extra asphalt required to rebuild the Royal Street and Deer Valley Drive intersection which

totaled \$15,134.43. The cost of this item is \$37,278.96. This item is proposed to be paid from the small project CIP fund, and

- Remove bid schedule E, Omit items 2, 3, 4 and 5 of bid schedule C and remove the Deer Valley Monument from the project. Staff's research has found that LED lights emit less light than HPS. The amount of light emitted is measured in Lumens. A 70 watt HPS light provides on average 7,000 lumens (100 lumens per watt of light). The replacement LED light, at 48 watts, only provides 2,640 lumens. Deer Valley Resort's goal was to convert to LED but to slightly increase the amount of light in their parking lots. If each HPS light is replaced with one LED light, the amount of light is reduced by over 60%. This is exactly what Deer Valley did not want. These light items were removed from the contract pending additional studies and understanding of the change in lights. The monument was removed from the contract because it was not going to be constructed until next summer and after the contract with Beck Construction is closed. The total credits to the project for these items are \$60,925. These project elements were all to be funded by Deer Valley so Deer Valley will receive these credits to the project.

Working with the Budget Department, the funds used to cover the City costs from Contract Change Order No. 4 are as follows:

• Storm Water CIP Funds	\$38,902.51
• Contingency Funds for Project	\$1,206.50
• Small Project CIP Funds (CP0355)	<u>\$73,291.46</u>
Total Funds to Cover CCO No. 4	\$113,400.47

The status of the projects total budget including Contract Change Orders No. 1 to 4 is as follows:

CIP Funds approved by Council	\$950,000
Transit Funds	<u>\$ 13,355</u>
Total Project Budget	\$963,355

ADD TO BUDGET:

Contingency Budget approved by Council as part of the FY2016 Budget	\$60,000
Public Utilities Funds	\$19,120
Storm Water CIP Funds	\$99,417.51
NTMP Funds	\$7,150
Small Project CIP Funds	<u>\$73,514.46</u>
Total Available Project Budget	\$1,222,556.97

LESS:

Consultant Design & Construction Management Contract	\$144,233.50
Utility relocate and other project costs	<u>\$ 28,057.55</u>

Project Funds Available	\$1,050,265.92
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LESS:

Base Bid	\$736,510
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Alternatives Added

Bridge Restoration	\$ 8,625
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Crosswalks	\$ 13,200
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Greyhawk Stair Railing	\$ 1,285
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Landscape Area 1	<u>\$ 12,850</u>
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Bid Subtotal	\$772,470
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LESS:

Funding of Art at 1% of construction costs	\$ 7,725
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LESS (City Portions Only):

Contract Change Order No. 1	\$62,288
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Contract Change Order No. 2	\$76,175
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Contract Change Order No. 3	\$18,207
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Contract Change Order No. 4	\$113,400.47
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Project Contingency Budget Remaining (City Budget Only)	\$ 0.45
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Department Review:

This report has been reviewed by City Manager, Sustainability, Budget, Public Utilities and Legal. All issues have been resolved.

Alternatives:

A. Approve the Request:

This is the staff's recommendation.

B. Deny the Request:

With notice to proceed on several of the items on the requested change order, and due to the fact that the project has been completed, denial would require the City to work further with Beck Construction and Excavation in a manner as directed by Council to resolve concerns that Council has regarding the Change Order.

C. Continue the Item:

If the Council needs more information the item can be continued.

D. Do Nothing:

This option would have the same result as denying the request.

This contract agreement will have an impact on the other budgets used for the project. Because the budget for this project was tight, any significant change orders would require the drawing from other funds. The biggest impact was to the small project fund, which was designated to make repairs to smaller infrastructure such as the bridge entering into the Snow Creek complex, and repair and replacement of guardrails and

deteriorated concrete infrastructure. Addressing these items will now be delayed until funding can be obtained.

Consequences of not taking the recommended action:

Although the project is complete, had staff not authorized approval and given the contractor direction to proceed on the items in this Change Order, the project would have been significantly delayed and would not have completed the work before the opening of the Deer Valley Resort.

Recommendation:

Staff recommends City Council authorize the City Manager to execute Contract Change Order No. 4 to Construction Agreement with Beck Construction and Excavation in a form approved by the City Attorney for additional construction services related to the construction of Phase 2 for Deer Valley Drive in an amount up to \$52,475.47.

Exhibit - Change Order No. 4 with Beck Construction and Excavation

Change Order

No. 004

Date of Issuance: February 16, 2016

Effective Date: February 16, 2016

Project: Deer Valley Drive Phase 2	Owner: Park City Municipal Corporation	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: Beck Construction and Excavation, Inc.		Engineer's Project No.: 2420-PCITY003

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Item No. 1. Remove existing catch basin and replace it with combo box, reconnect existing pipes.

Item No. 2. Remove existing catch basin and replace it with new catch basin (Contract Unit Prices).

Item No. 3. Locate existing buried ADS storm drain at Rossie Hill Dr. and connect existing catch basin to existing storm drain with approximately 30 ft of new 15" ADS pipe with bends. Includes all work (Sawcut, remove asphalt, trenching, connections, and road reconstruction using DVD road repair standards). City shall furnish sandbags.

Item No. 4. Breaker for the concrete removal on the bridge includes mobilization and run time.

Item No. 5. Remove (5) existing lights from existing bases along Deer Valley Drive East and install them on new bases temporarily. (Remove and dispose of lights when new project lights are to be installed).

Item No. 6. Extra light poles shopped

Item No. 7. Import and Install 6" depth of 3-6" fractured rock and fabric along Deer Valley Drive East

Item No. 8. Expedite Shipping of Pedestrian Lights

Item No. 9. Additional work due to SD pipe repair at Rossie Hill DR.

Item No. 10. Replace Pedestrian Light Conduit

Item No. 11. Deer Valley Drive East Lighting Voltage Change (Transformer)

Item No. 12. Over-run and under-run

Credit:

Item No. 1. Remove bid schedule E (Deer Valley Plaza parking lot lights)

Item No. 2. Omit items 3, 4 and 5 of bid schedule C (Deer Valley Resort parking lot lights)

Item No. 3. Deer Valley Monument

Item No. 4. Fabric at D.V. Parking Lot

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$...853,295.00...

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A:

\$...166,740.00...

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Price prior to this Change Order:

\$...1,020,035.00...

[Increase] [Decrease] of this Change Order:

\$...52,475.47...

Contract Price incorporating this Change Order:

\$...1,072,510.47...

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

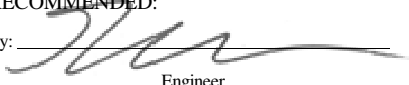
Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: 
Engineer

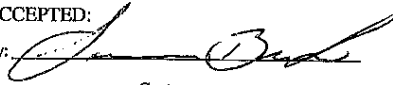
Date: 02-16-2016

ACCEPTED:

By: _____
Owner

Date: _____

ACCEPTED:

By: 
Contractor

Date: 02-16-2016

DEER VALLEY DRIVE PHASE 2 CONSTRUCTION PROJECT
Change Order 004 – Schedule of Values & Corresponding Contract Amounts

Item No.		Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1		Remove existing catch basin and replace it with combo box, reconnect existing pipes	LS	3	\$4,500.00	\$13,500.00
2		Remove existing catch basin and replace it with new catch basin (Contract Unit Prices)	LS	1	\$2,325.00	\$2,325.00
3		Locate existing buried ADS storm drain at Rossie Hill Dr. and connect existing catch basin to existing storm drain with approximately 30 ft of new 15" ADS pipe with bends. Includes all work (sawcut, remove asphalt, trenching, connections, and road reconstruction using DVD road repair standards). City shall furnish sandbags.	LS	1	\$5,250.00	\$5,250.00
4		Breaker for the concrete removal on the bridge deck includes mobilization and run time	LS	1	\$1,580.00	\$1,580.00
5		Remove (5) existing lights from existing bases along Deer Valley Drive East and install them on new bases temporarily.(Remove and dispose of lights when new project lights are to be installed.	LS	1	\$2,200.00	\$2,200.00
6		Extra light poles shopped	EA	5	\$2,250.00	\$11,250.00
7		Import and Install 6" depth of 3-6" fractured rock and fabric along Deer Valley Drive East	SF	9,285	\$1.40	\$12,999.00
8		Expedite Shipping of Pedestrian Lights	LS	1	\$2,500.00	\$2,500.00
9		Additional work due to SD pipe repair at Rossie Hill DR.	LS	1	\$9,493.98	\$9,493.98
10		Replace Pedestrian Light Conduit	LS	1	\$5,776.00	\$5,776.00
11		Deer Valley Drive East Lighting Voltage Change (Transformer)	LS	1	\$1,842.50	\$1,842.50
12	Over-run under-run	Sprinkler timer road crossing	LS	1	\$627.14	\$627.14
		Storm drain work by snow park parking lot	LS	1	\$8,333.53	\$8,333.53
		Extra 1 foot sawcut along snow park parking lot	LS	1	\$7,825.86	\$7,825.86
		Royal street intersection (extra asphalt paving)	LS	1	\$15,134.43	\$15,134.43
		Misc. Plan Quantity Over-run	LS	1	\$25,276.33	\$25,276.33
		Misc. Plan Quantity Under-run	LS	1	-\$11,584.80	-\$11,584.80
Total					\$114,328.97	

Credit

1	Remove bid schedule E (Deer Valley Plaza parking lot lights)	LS	1	\$19,050.00	\$19,050.00
2	Omit items 2, 3, 4 and 5 of bid schedule C (Deer Valley Resort parking lot lights)	LS	1	\$33,300.00	\$33,300.00
3	Deer Valley Monument	LS	1	\$8,575.00	\$8,575.00
4	Fabric at D.V. Parking Lot	SF	9,285	\$0.10	\$928.50
Total					\$61,853.50

TOTAL CHANGE ORDER AMOUNT					\$52,475.47
OVERALL CONTRACT [Increase] [Decrease]					



DATE: February 25, 2016

TO HONORABLE MAYOR AND COUNCIL

Staff recommends Council authorize the City Manager to execute the Second Amendment to the Professional Services Agreement, in a form approved by the City Attorney, with CH2M Hill Engineers, Inc., for Judge and Spiro Tunnels Mining-Influenced-Water Treatment Evaluation Phases IB-2 and IC Engineering Services and for an increase to the agreement in an amount not to exceed \$420,000.

Respectfully:

Roger McClain, Water Engineer



City Council Staff Report

Subject: Judge and Spiro Tunnels Mining-Influenced-Water Treatment Evaluation
Professional Services Agreement – Second Addendum
Phases IB-2 and IC Engineering Services, CH2M Hill Engineers, Inc.

Author: Roger McClain, Public Utilities Engineer
Michelle De Haan, Water Quality and Treatment Manager

Department: Public Utilities

Date: February 25, 2016

Type of Item: Administrative

Summary Recommendations:

Staff recommends Council authorize the City Manager to execute the Second Amendment to the Professional Services Agreement, in a form approved by the City Attorney, with CH2M Hill Engineers, Inc., for Judge and Spiro Tunnels Mining-Influenced-Water Treatment Evaluation Phases IB-2 and IC Engineering Services and for an increase to the agreement in an amount not to exceed \$420,000.

Executive Summary:

This project is a progressive engineering study to develop alternatives to meet the Utah Pollutant Discharge Elimination Systems (UPDES) permits for water draining from the Judge and Spiro Tunnels. Based on prior Phase IA evaluations (Desktop Analysis) and the outcome of current Phase IB-1 evaluations (Bench-Scale Testing) by the project consultant, CH2M Hill Engineers (CH2M), the consultant has provided recommendations for the treatment process alternatives to be integrated into Phase IB-2 (Pilot Testing) & IC (Treatment Facility Concept Study) evaluation.

The piloting equipment has been leased and purchased under separate contracts previously authorized by City Council and this Second Addendum to CH2M's Professional Services Agreement (PSA) addresses their services for the operation of piloting equipment, associated lab work and piloting coordination, the review and evaluation of testing results, recommendations for treatment process related improvements, and preparation of general facility concepts and costing analyses. Piloting equipment delivery is contracted for delivery in early March with piloting operations scheduled to begin mid-March 2016 and operation to continue for 32 weeks.

In achieving the requirements of the Stipulated Compliance Order (SCO), this piloting effort is critical to the City in establishing the most viable, cost-effective, and energy efficient treatment process, facility space needs, and capital & O&M costs.

Significant Impacts:

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

Acronyms and Abbreviations in this Report:

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

CIP	Capital Improvement Project
City	Park City Municipal Corporation
CH2M	CH2M Hill Engineers, Inc.
DWQ	Utah Division of Water Quality
EPA	Environmental Protection Agency
M-I-W	Mining-Influenced-Water
PCMC	Park City Municipal Corporation
PSA	Professional Services Agreement
SCO	Stipulated Compliance Order
UPDES	Utah Pollutant Discharge Elimination System
Water	Park City Municipal Water Department

Background:

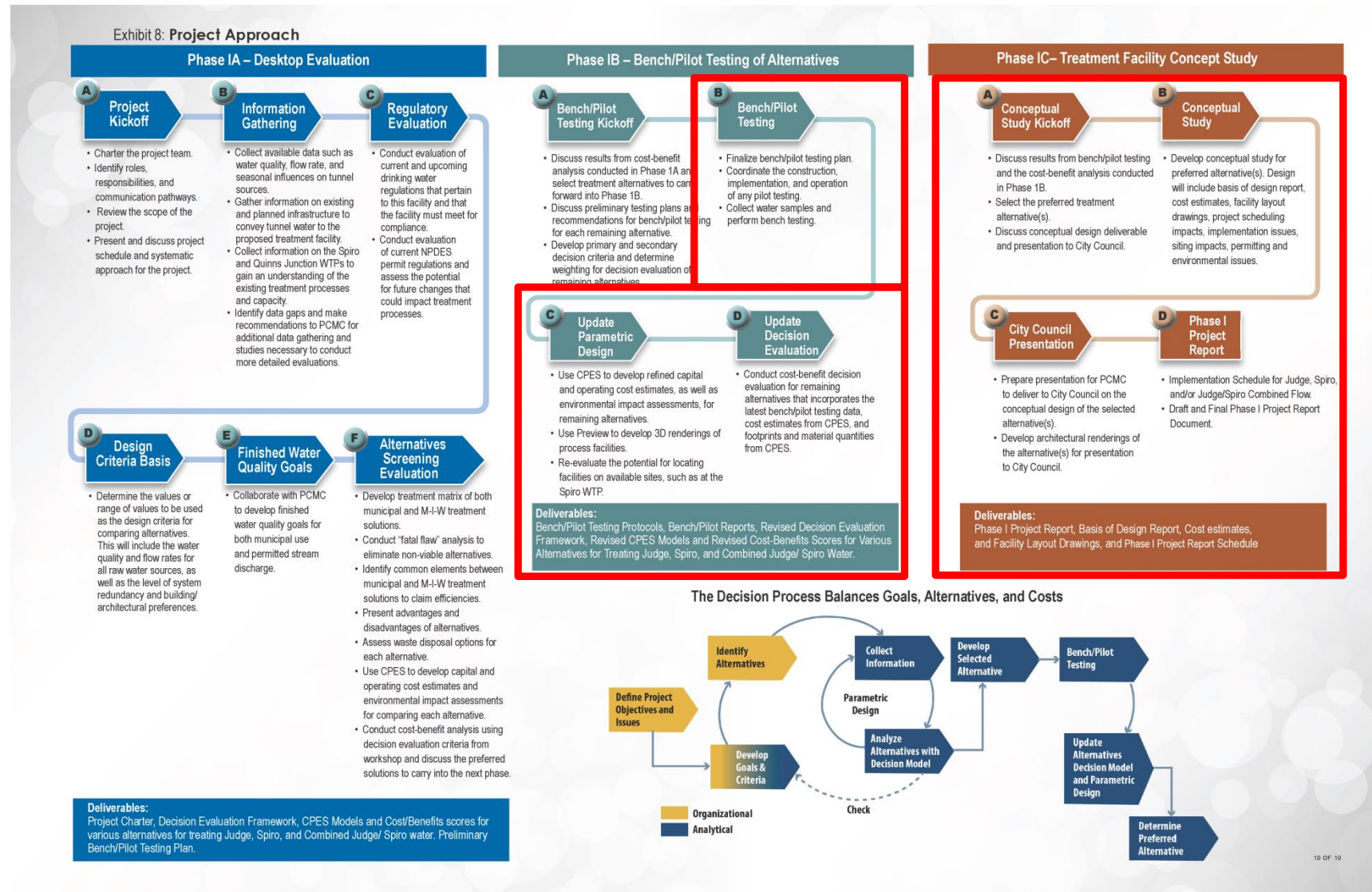
In 2009, EPA Region 8 and the Utah Division of Water Quality (DWQ) directed Park City to obtain UPDES permits for the Judge Tunnel and Spiro Tunnel. Concurrent with the issuance of discharge permits for the tunnels DWQ and PCMC entered into a Stipulated Compliance Order (SCO). The SCO requires Park City to develop and implement a plan under an Integrated Framework, generally, by first addressing discharges at the Judge Tunnel, followed by Spiro Tunnel discharges at a later date.

To address the requirements of the SCO the project has been undertaken in multiple phases with each progressive phase more clearly defining the next. The steps within Phase I are briefly described in the following graphical illustration.

To date Phases IA (Desktop Analysis) and a portion of Ph IB (the Bench-Scale Testing evaluation) has been completed. CH2M has recommended a preferred treatment process and developed a protocol for pilot-scale testing. The next steps for CH2M, Phase IB-2 and Phase IC, are included in this recommended second addendum which are indicated by the red boxes in the graphical illustration.

Following Phase I, the viable and preferred treatment process alternative(s) will be advanced to Phase II (Treatment Location and Siting Evaluation) for evaluation.

The following illustration represents Phase I of the M-I-W Treatment Project and indicates the current project status.



Proposed Phases IB-2 and IC Consultant Services

A brief summary of objectives and outcomes for the CH2M services for Phase IB-2 and Phase IC included in this proposed addendum is discussed below:

Phase IB-2 – *Pilot Testing of Alternatives* will further refine and validate the bench-scale testing and selected preferred treatment alternatives, which were identified in Phase IA (Desktop Analysis) and IB-1 (Bench-scale Testing). Through pilot-scale testing analyses and comparative evaluations process related issues such as alternative filter and adsorption media suitability and performance comparisons, long-term adsorption media performance analysis, and the refinement of associated treatment operational and maintenance costs will be performed. Quantifiable performance measures and comparison of treatment alternatives, in direct relation to the project goals and objectives, will be used in the evaluations.

Phase IC – *Treatment Facility Concept Study*: Phase IC will further develop the evaluation of the preferred treatment process alternative(s) and provide information relative to treatment process impacts to be used in the Phase II evaluation. In order to advance the preferred alternatives to Phase II, the Phase I evaluation of the preferred treatment process alternatives will yield process related information such as: professional assessments on the treatment processes, planning-level estimates of process operational and maintenance costs, Project scheduling impacts, implementation issues, siting impacts, permitting and environmental issues, and other potential treatment impacts for the alternative(s). Concept level facility designs for each selected process may be required to facilitate the Phase II analysis.

To meet milestones outlined in the SCO, the Phase IB (Bench and Pilot testing) and Phase IC work is scheduled to be completed by July 1, 2017.

Analysis

The current Professional Services Agreement (PSA) with CH2M is based on the approach that, due to the complex and progressive nature of the project, anticipated future project phases would be presented to City Council as amendment(s) to the initial PSA and that the total contract amount, including amendments associated with future phases, would significantly exceed the initial PSA amount. The following is a summary of the status of CH2M's M-I-W related contracts:

CH2M

The current PSA with CH2M, in an amount of \$185,000, was approved by City Council on March 19, 2015. The associated Staff Report may be found at:

CH2M PSA Phase IA: March 19, 2015

<http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=12&ID=1483&Inline=True>

A First Amendment to the Agreement, in an amount of \$135,000, incorporating Ph IB-1 bench-scale testing related services and extending CH2M's contract term was approved by the City Council on July 30, 2015. The associated Staff Report may be found at:

CH2M PSA First Addendum (Phase IB-1): July 30, 2015

<http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2063&Inline=True>

Pilot Equipment Related Contracts - Intuitech

A portion of the piloting equipment has been leased from Intuitech, Inc. in the amount of \$93,600. The associated Staff Report may be found at:

Intuitech Piloting Equipment Lease Agreement (Phase IB-2): December 17, 2015

<http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2082&Inline=True>

Additional piloting equipment is intended to be purchased from Intuitech. The equipment purchase is being recommended in a separate staff report.

Following substantial completion of Phase IB-1 (Bench-scale testing), staff has negotiated with CH2M to develop a scope of services and associated fee that will address Phases IB-2 and IC for the recommended treatment process alternatives. The scope of services and fee summary, included as Exhibit A to this Staff Report, are to be included in the Second Addendum to the Professional Services Agreement in an amount not-to-exceed of \$420,000.00 which includes approximately \$38,000 in direct costs related to operation of the piloting equipment. Staff feels that these fees are usual and customary with projects of this type, scope, and complexity.

To offset a large portion of cost, staff recruited a highly qualified Water Quality Scientist and hired her under a special employment agreement to assist with this project. Iwona Goodley (pronounced Evona) will be working under the direction of Michelle De Haan, Water Quality and Treatment Manager, and her time will be almost 100% dedicated to this project.

Schedule

It is anticipated that the pilot plant will be set up starting in early March 2016 and pilot-scale testing will occur for a 32 week period starting mid-March 2016. This schedule is consistent with the City's ability to meet the milestones outlined in the SCO.

Other Phase IB-2 (Pilot-Scale Testing) Project Costs

In addition to the lease and purchase of the piloting equipment, the following project related items will be required. Approximate costs are also presented below for each item:

- Certified laboratory testing during piloting, paid for directly by the City, \$60k;
- Outfitting of on-site lab related equipment and utility connections for the pilot equipment, procured and paid for directly by the City \$30k;
- Purchasing of chemicals and supplies for the duration of the pilot testing, by the City \$60k; and
- City staff time including full-time dedicated contract employee.

Many of the costs listed above would be reduced if the full 32 week pilot period is not used.

Project Management

The City's project manager will continue to be Roger McClain and will be working under the guidance of the Public Utilities Director.

Department Review:

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

Alternatives:

A. Approve:

Council could approve staff's recommendation.

B. Deny:

Council could deny staff's recommendation. Staff has developed an approach to studying, designing, and constructing a system that will ensure compliance with the UPDES permits for water draining from the Judge and Spiro Tunnels. Denying this request would require staff to move forward into design using only bench testing validation of filter media, filter and adsorption media bed volumes, and process trains. This would likely result in either a very conservative design or a design that would result future infrastructure modifications once operational data was obtained. The cost of both of these alternatives would likely greatly exceed the cost of the piloting work proposed in this staff report.

C. Modify:

Council could modify the requested second addendum. Modifying the request could result in a delay to the start of the piloting effort as the impacts of the requested modifications are evaluated. A delay will impact the overall project schedule with respect to the site planning and analysis but should not impact the ability to meet the SCO deadlines. Specific pilot testing elements, such as WET testing, are required to be performed during a specified season of the year. A delay to the start could require the project to be delayed for up to one year or require re-piloting (including all necessary equipment releasing and set-up) at a later date during the specified testing period. This would result in additional piloting costs.

D. Continue the Item:

Council could continue the requested second addendum. Continuing the request could result in a delay to the project until key elements can be addressed. The impacts and consequences would be similar to those described in the alternative to Modify the request.

E. Do Nothing:

Staff does not recommend this alternative. Doing nothing would delay treatment evaluations for the time-critical project and create a potential inability to meet existing water obligations, future water quality requirements, and compliance with the SCO.

Funding Source:

The funding for the project is water service fees and is included in the approved 5-year Water CIP and long term costs of this project are included in the Water Department's long term comprehensive financial model.

Consequences of not taking the recommended action:

Delays in the treatment process evaluation will potentially impact the ability to meet the requirements of the Clean Water Act and/or deadlines related to the SCO for the Judge and Spiro Tunnel source water. This could potentially result in the inability to meet compliance obligations and/or result in fines.

Recommendation:

Staff recommends Council authorize the City Manager to execute the Second Amendment to the Professional Services Agreement, in a form approved by the City Attorney, with CH2M Hill Engineers, Inc., for Judge and Spiro Tunnels Mining-Influenced-Water Treatment Evaluation Phases IB-2 and IC Engineering Services and for an increase to the agreement in an amount not to exceed \$420,000.

Exhibits:

EXHIBIT A: Judge and Spiro Tunnels Mining-Influenced-Water Treatment Evaluation – Phases IB-2 and IC Engineering Services, CH2M, Scope of Services and Fee Summary

EXHIBIT A

Judge and Spiro Tunnels Mining-Influenced-Water Treatment Evaluation – Phases IB-2 and IC Engineering Services

CH2M HILL ENGINEERS, INC.
SCOPE OF SERVICES AND FEE SUMMARY

Second Addendum

Exhibit A – Scope of Services

Park City Municipal Corporation

Engineering Services for Judge and Spiro Tunnels Mining-Influenced Water Treatment, Phase IB and IC

This Scope of Services is to the SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT (AGREEMENT) between Park City Municipal Corporation (PCMC or OWNER) and CH2M HILL ENGINEERS, Inc. (ENGINEER). The work covered under this Scope of Work includes engineering services to manage and support the pilot testing, monitor and summarize pilot testing results, and develop the treatment facility concept study, building on previous efforts completed in Phase IA and Phase IB-i. This phase of work is designated as Phase IB and IC.

Scope of Services

The services to be provided under this Scope of Services are categorized into the following tasks and subtasks.

Task 1—Project Management

The purpose of Task 1 is to provide for the continuation and overall management of project activities. An overall schedule and work plan for this phase will be prepared and implemented so that work activities are completed in a properly integrated and timely manner. In addition, this task includes those elements necessary to properly manage, lead, and control the project.

Subtask 1.A - Project Planning: Update the project management plan (PMP) describing level-of-effort, schedule, deliverables, and quality reviewers for each activity and the project as a whole as needed for the additional work included in this Amendment. Execute the PMP, proactively identify potential deviations, and implement corrective actions as needed. Included in this subtask are the following activities to be completed by the ENGINEER:

- Staff management: identify and utilize the appropriate staff for each project activity. Supervise the project team and identify actions needed to maintain the project schedule
- Change management: plan for project changes as the work is executed. Changes in scope will be communicated to OWNER. ENGINEER will provide progress reports to OWNER's project manager, as necessary.
- Monitor progress, identify changes, and provide OWNER with proactive communications regarding changes.
- Update the decision log documenting decisions made during the project and update the action item log with deadlines.
- Schedule: prepare and provide periodic updates to the Project Schedule (in a bulleted Milestone list format).

Subtask 1.B - Overall Project Coordination: Monitor and direct the work and track progress against project goals and requirements. Adjudicate approaches, goals, or constraints identified or faced by ENGINEER's team. Coordinate with PCMC to assess overall satisfaction and meeting goals.

Subtask 1.C - Progress Reports and Invoicing: Prepare monthly progress reports and invoices identifying work completed versus planned schedule and budget milestones. Respond to PCMC questions and address concerns. As requested, develop short (3-5 slide) summary PowerPoint presentation materials for PCMC use in informing City Council of activities.

Subtask 1.D – Chartering Session: Prepare for and attend one Chartering Session prior to the beginning of piloting operations. Chartering session to be attended by project manager, pilot study manager, and ENGINEER’s pilot operator. Goals of the Chartering Session will be to align ENGINEER and PCMC roles and expectations throughout the pilot.

Subtask 1.E - Quality Control Review, Coordination, and Response: Implement and carry out a quality assurance/quality control (QA/QC) program. ENGINEER will coordinate the participation of senior reviewers and perform internal QC review of work products at appropriate points in the project. Formal internal QC review of work products will be performed prior to sending deliverables to OWNER for review.

Task 1 Deliverables

- Summary slides updating completed activities, on an as requested basis
- Monthly progress reports and invoices
- Project Charter, one (1) electronic copy in Adobe PDF.

Task 2 – Pilot Plant Commissioning

For Task 2, the ENGINEER will manage and lead the commissioning of the pilot plant, as outlined in the following subtasks:

- Equipment Installation and Pilot Plant Setup
- Confirm Operations and Calibrate Equipment
- Establish Operating Procedures
- Initial Operating Period

Pilot operations will be performed by both PCMC and ENGINEER. ENGINEER will provide one pilot operator at 40 hours per week. PCMC will provide one pilot operator at 40 hours per week and 25% availability for a second operator on an as-needed basis. This team of operators, including PCMC and ENGINEER staff, is referred to as PILOT OPERATOR.

Subtask 2.A – Equipment Installation and Pilot Plant Setup: ENGINEER will work with PCMC and determine the locations for the installation of the pilot treatment skids at the Spiro Water Treatment Plant (SWTP) site. It is assumed that PCMC will have completed the field work necessary for utility connection/tie-in details, including electrical, and completed source water connections for Judge Tunnel water and Spiro Tunnel Water, as well as sewer discharge details to install a fully functional pilot plant. PCMC will unpack each skid and physically move it to the indicated location, and then level each skid and complete other steps as indicated by the equipment supplier.

At the SWTP site, PCMC will furnish the raw water skid, flocculation/sedimentation skid, filter columns skid, and post-adsorption skid for testing. Upon arrangement of the skids, ENGINEER and PCMC will make final piping connections to and from each skid. PCMC will provide all electrical connections to the piloting equipment.

For testing, PCMC will procure necessary laboratory equipment for set-up of a pilot laboratory space to support testing. PCMC shall retain ownership of all laboratory equipment purchased for the pilot testing. PCMC will also obtain treatment chemicals, filter and adsorption media, and other consumable items to support the operation of the pilot plant. Throughout testing, PILOT OPERATOR, with direction from ENGINEER, will maintain quantities of these items to support testing and notify PCMC when additional resources are needed. All off-site laboratory testing costs will be the responsibility of PCMC. ENGINEER will occasionally purchase items needed in an expedited manner to continue with testing, up to an allotment of \$200 per week throughout Tasks 2 through 4. Task 2.A will be completed in a two-week time period.

Subtask 2.B – Confirm Operations and Calibrate Equipment: Once the pilot skids are installed in place and plumbed for flow, PILOT OPERATOR will run water through the pilot plant and verify operation of the components. PILOT OPERATOR will calibrate laboratory and on-line instruments. PILOT OPERATOR will install filter media. PILOT OPERATOR will calibrate chemical feed pumps and run the system for a 24-hour time period and

complete trouble-shooting, including verifying functional operation of the instrumentation and control system. Task 2.B will be completed concurrent with Task 2.A.

Subtask 2.C – Establish Operating Procedures: ENGINEER will develop and document protocols for pilot laboratory procedures, instrument calibrations, chemical feeds, solids collection from the clarifier, filter backwashing, and other steps for regular pilot plant operation. ENGINEER will also establish procedures for data collection, download/transfer, database entries, and filter performance tracking.

Subtask 2.D – Initial Operating Period: For Task 2.D, which will occur over 5 weeks (following the two-week time period for Tasks 2.A and 2.B) of pilot plant operation (including Task 2.C activities), PILOT OPERATOR will operate the pilot 7 days a week under the direction of ENGINEER. The Task 2.D test period will also require senior support for the pilot plant operators. These services will consist of approximately 1/2-time on-site support from the ENGINEER's pilot study manager. An Engineering Specialist will visit the site for one full work week to set up the pilot laboratory, calibrate instruments, and establish laboratory and instrument protocols. In addition, a senior engineer will spend up to three days on site establishing data transfer and tracking protocols.

This start-up operating period will include data collection and activities per the pilot plant experimental plan. The results of the 5-week startup operations period will be used to identify effective treatment conditions for subsequent testing. The results will be documented at the end of the Task 2 testing period. Documentation will be provided in a concise format with the underlying goal of detailing key information for design decisions and key findings from pilot activities.

During operation, PCMC will be responsible for procuring pilot treatment chemicals, laboratory chemicals and reagents, and other consumables. PCMC will be responsible for all off-site laboratory analyses, power, and sewer disposal costs.

Task 2 Deliverables

- Protocols "book" (compilation of protocols in pdf file and binder at pilot plant laboratory)
- Water quality and pilot performance database(s)

Task 3 – Metals Removal Testing

For Task 3, the ENGINEER will manage and conduct pilot testing, as outlined in the following subtasks:

- Conduct Steady-State Operations
- Perform Supplemental Tests
- Weekly Update Communications

Pilot operations will be performed by both PCMC and ENGINEER. ENGINEER will provide one pilot operator at 40 hours per week. PCMC will provide one pilot operator at 40 hours per week and 25% availability for a second operator on an as-needed basis. This team of operators is referred to as PILOT OPERATOR.

Subtask 3.A – Conduct Steady-State Operations: Task 3.A will consist of 5 weeks of full-time pilot plant operation. Tasks 3.B, 3.C, and 3.D, described below, will occur concurrently with Task 3.A. For Task 3.A, PILOT OPERATOR will provide operations of pilot 7 days a week. The ENGINEER will provide direction to the PILOT OPERATOR throughout testing for Task 3. The Task 3 test period will also require senior support for the pilot plant operators. These services will consist of approximately 1/4-time support from the ENGINEER's pilot study manager.

During operation, PCMC will be responsible for procuring pilot treatment chemicals, laboratory chemicals and reagents, and other consumables. PCMC will be responsible for all off-site laboratory analyses, power, and sewer disposal costs.

Subtask 3.B – Perform Supplemental Tests: While on-site conducting pilot plant operations for Task 3.A, PILOT OPERATOR will also perform supplemental tests to support the generation of information important for the future M-I-W treatment facility. The supplemental testing is expected to include coagulation jar tests to further explore chemical doses (coagulant dose, polymer type and dose, pH). The supplemental testing will also include basic "bucket" tests with pilot plant solids for evaluation of solids characteristics and settling, as well as testing to

evaluate chemical doses for finished water stabilization. Results will be documented and disseminated through the Weekly Update Communication (Task 3.C).

Subtask 3.C – Weekly Update Communications: Using the protocols developed in Task 2.C, PILOT OPERATOR will download and transfer data to databases of water quality and operational performance data. PILOT OPERATOR will keep the databases up-to-date throughout Task 3. During testing for Task 3, a weekly summary briefing will be prepared by the PILOT OPERATOR each week to briefly summarize the testing activities from the previous week. ENGINEER and PCMC will use these weekly summaries to guide the direction of pilot testing. The summary briefing will be distributed no later than close of business on Tuesday of each week. ENGINEER and PCMC will have weekly conference calls to discuss direction of testing. Water quality changes, source waters tested, key tasks completed, early indications of key results, and a look ahead plan for the coming week will be included in the discussion. Call duration is expected to be 60 minutes.

Task 3 Deliverables

- Water quality and pilot performance database(s)
- Five weekly update summaries

Task 4 – Challenge Testing and WET Tests

For Task 4, the ENGINEER will manage and conduct pilot testing, as outlined in the following subtasks:

- Conduct Pilot Plant Operations through Challenge Testing Period
- Whole Effluent Toxicity Tests
- Weekly Update Communications

Pilot operations will be performed by both PCMC and ENGINEER. ENGINEER will provide one pilot operator at 40 hours per week. PCMC will provide one pilot operator at 40 hours per week and 25% availability for a second operator on an as-needed basis. This team of operators is referred to as PILOT OPERATOR.

Subtask 4.A – Conduct Pilot Plant Operations through Challenge Testing Period: Task 4.A will consist of 4 weeks of full-time pilot plant operation to complete whole effluent toxicity tests and challenge testing. Tasks 4.B, 4.C, and 4.D, described below, will occur concurrently with Task 4.A. PILOT OPERATOR will be responsible for pilot operations 7 days a week. The ENGINEER will provide direction to the PILOT OPERATOR throughout testing for Task 4. The Task 4 test period will also require senior support for the pilot plant operators. These services will consist of approximately 1/2-time support from the ENGINEER's pilot study manager.

During operation, PCMC will be responsible for procuring pilot treatment chemicals, laboratory chemicals and reagents, and other consumables. PCMC will be responsible for all off-site laboratory analyses, power, and sewer disposal costs.

Subtask 4.B – Whole Effluent Toxicity Tests: As part of Task 4, PILOT OPERATOR, with direction from ENGINEER, will work to complete whole effluent toxicity (WET) tests. WET tests will be completed on Judge and Spiro waters, independently, during two time periods each. The costs for laboratory analyses for the WET tests will be the responsibility of PCMC. One week prior to the WET testing, ENGINEER will prepare and disseminate a brief protocol for the WET tests.

Subtask 4.C – Weekly Update Communications and Summary TM: Using the protocols developed in Task 2.C, PILOT OPERATOR will download and transfer data to databases of water quality and operational performance data. PILOT OPERATOR will keep the databases up-to-date throughout Task 4. During testing for Task 4, a weekly summary briefing will be prepared by the PILOT OPERATOR each week to briefly summarize the testing activities from the previous week. ENGINEER and PCMC will use these weekly summaries to guide the direction of pilot testing. The summary briefing will be distributed no later than close of business on Tuesday of each week. ENGINEER and PCMC will have weekly conference calls to discuss direction of testing. Water quality changes, source waters tested, key tasks completed, early indications of key results, and a look ahead plan for the coming week will be included in the discussion. Call duration is expected to be 60 minutes. At the end of Task 4,

ENGINEER will prepare a brief (no more than 10 page) Summary TM to document the recommended pilot operating conditions for Task 5.

Task 4 Deliverables

- Water quality and pilot performance database(s)
- Four weekly update briefings
- Summary TM (draft only) in pdf format

Task 5 – Adsorber Testing Support

For Task 5, the ENGINEER will support the pilot testing led by PCMC as outlined in the following subtasks:

- Pilot Testing Support
- Data Management and Bi-weekly Reports
- Weekly Update Communications

Subtask 5.A – Pilot Testing Support: Task 5.A will consist of up to 20 weeks of full-time pilot plant operation to complete adsorption testing. For Task 5, PCMC will lead and conduct pilot plant operations using in-house resources to follow the experimental plan. Tasks 5.B and 5.C, described below, will occur concurrently with Task 5.A. While PCMC conducts pilot operations, ENGINEER will provide part-time operations support of approximately 8 hours per week on average. The Task 5.A test period will also require approximately 4 hours per week support from the ENGINEER's pilot study manager. Throughout this task, PCMC operators will update the water quality and pilot performance database and complete all recurring activities, including those completed by the ENGINEER during previous pilot testing tasks.

During operation, PCMC will be responsible for procuring pilot treatment chemicals, laboratory chemicals and reagents, and other consumables. PCMC will be responsible for all off-site laboratory analyses, power, and sewer disposal costs.

Subtask 5.B – Weekly Update Communications: Using the protocols developed in Task 2.C, PCMC will download and transfer data to databases of water quality and operational performance data. PCMC will keep the databases up-to-date throughout Task 5. During testing for Task 5, PCMC will provide a 1-page bi-weekly summary to briefly summarize the testing from the previous two week period. ENGINEER and PCMC will use these bi-weekly summaries to guide the direction of pilot testing. Water quality changes, source waters tested, key tasks completed, early indications of key results, and a look ahead plan for the coming weeks will be included. These bi-weekly briefings will be distributed no later than close of business on Wednesday every other week. A 60 minute weekly update conference call will also be held to keep the full PCMC team updated on pilot testing.

Task 6 – Pilot Plant Demobilization and Pilot Testing Report

For Task 6, the ENGINEER will assist in demobilizing the pilot plant, and ENGINEER will summarize the pilot testing results, as outlined in the following subtasks:

- Pilot Plant Demobilization
- Draft and Final Pilot Testing Summary Report
- Pilot Testing Summary Workshop

Subtask 6.A – Pilot Plant Demobilization: PCMC will demobilize the pilot plant. ENGINEER's pilot study manager will provide 8 hours of logistics support. PCMC staff will disassemble, pack, dispose, and ship pilot plant equipment.

Subtask 6.B – Draft and Final Pilot Testing Summary Report: ENGINEER will develop a draft pilot testing summary report and distribute the draft report after demobilization of the pilot plant. This report will present a Basis of Design to be used in Phase II, based on the pilot results. The pilot testing summary report will be presented as a draft for PCMC review, and then the draft document will be revised to reflect PCMC comments and submitted as a final report.

Subtask 6.C – Pilot Testing Summary Workshop: At the conclusion of testing and following distribution of the draft pilot testing summary report, ENGINEER will prepare for and lead a pilot testing summary workshop up to four hours in length, to discuss the pilot testing findings, outcomes, and recommendations. ENGINEER’s project manager, pilot study manager, lead operator, and senior technical consultant will be in attendance.

Task 6 Deliverables

- Draft and Final Pilot Plant Summary Report, submitted electronically in Adobe PDF (draft and final) and in hard-copy form (10 copies) for the final report.
- Agenda and summary (minutes) for pilot testing summary workshop

Task 7 – Phase IC Treatment Facility Concept Study

For Task 7, ENGINEER will evaluate the preferred treatment process alternative and provide information relative to the treatment process to be used in the Phase II evaluation. This task will include the following subtasks:

- Document Final Alternative Screening Evaluation
- Site Evaluation Support
- Develop Conceptual WTP Design
- Conceptual Design Cost Estimate

Subtask 7.A – Document Final Alternative Screening Evaluations: ENGINEER will utilize data gathered during the pilot testing to update the alternatives screening evaluation models (construction cost, O&M cost, and decision evaluation).

Subtask 7.B – Site Evaluation Support: ENGINEER will prepare Google-Sketch Up block models for visualization of the preferred treatment alternative at up to three generic sites to be described by PCMC. PCMC will provide a site size and parameters (e.g., 3 acres, length to width ratio of 2:1, access restrictions) to serve as the basis for the site layout. In addition, criteria that could affect the overall siting and feasibility of the facility will be developed. Such criteria include, but are not limited to, project scheduling impacts, implementation issues, siting impacts, permitting and environmental issues, and other potential conveyance issues that could be effected by site selection. The site selection criteria and site modeling will be discussed with PCMC, either concurrently with the Task 6.C workshop or concurrent with other scheduled meetings or workshops.

Subtask 7.C – Develop Conceptual WTP Design: ENGINEER will prepare a detailed process flow diagram, equipment sizing/design criteria tables, and a plant hydraulic grade line for the preferred alternative. Additionally, a preliminary list of electrical equipment will be provided to evaluate the electrical load of the facility.

Subtask 7.D – Conceptual Cost Estimate and Revised Technical Memorandum: ENGINEER will prepare a conceptual cost estimate for a “site-agnostic” facility. Additionally, ENGINEER will identify the key cost elements that will be effected by the final site selection. ENGINEER will prepare a TM consisting of a revised Executive Summary that summarizes the revisions to the Phase 1A Technical Memorandum, Desktop Evaluation Summary.

Task 7 Deliverables

- Preliminary Block Model Site Layouts in Adobe PDF and Google Sketch-Up models for preferred treatment alternative
- List of criteria to be considered for site selection
- Site agnostic cost estimate and list of key cost factors that will be effected by site selection
- “Executive Summary” for revisions to Phase 1A Technical Memorandum, Desktop Evaluation Summary

Assumptions

The following assumptions were used in developing this Scope of Services and fee for ENGINEER’s services. These assumptions are in addition to the scope set forth in the preceding scope of services:

- OWNER and/or ENGINEER will give prompt notice whenever it is observed or becomes apparent that a development may affect the scope or timing of the Project.

- Aerial mapping and existing site and utility plans will be provided by PCMC. PCMC staff to provide other additional information as needed.
- OWNER will provide all chemicals, consumable items, and items needed for on-site water quality testing for pilot testing.
- OWNER will procure items necessary for any equipment that requires replacement during testing.
- OWNER will be responsible for all laboratory tests, including whole effluent toxicity tests, performed by outside laboratories.
- OWNER will make its facilities accessible to ENGINEER, as required for ENGINEER's performance of its services. Pilot testing will be conducted at the Spiro WTP, with a designated area established as the pilot plant area. At the Spiro WTP, ENGINEER will share some facilities such as lavatory, laboratory sinks, and other facilities with PCMC operations staff.
- OWNER will provide 1.25 full time equivalent pilot operators throughout the duration of pilot testing. The OWNER's pilot operators will charter with the ENGINEER's team, and work under the direction of the ENGINEER to carry out the pilot testing experimental plan.
- If the pilot operations and pilot oversight approaches are not working effectively, the ENGINEER'S project manager and OWNER's project manager will address the situation, and an alternative approach may be implemented upon mutual agreement. It is understood that additional costs and revised scope may be necessary if this occurs.
- Workshops will be conducted with PCMC key personnel at OWNER's office.
- Cost estimates will be consistent with Class 5 estimates as defined by the Estimate Classification system of the American Association of the Advancement of Cost Engineering International (AACE International), formerly known as the American Association of Cost Engineers (AACE). The estimates will be developed without detailed engineering data and are considered approximate. Class 5 estimates are normally expected to be accurate within minus 50 percent to plus 100 percent. This range implies that there is a high probability that the final project cost will fall within the range.
- ENGINEER will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations. ENGINEER will coordinate with PCMC to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose ENGINEER's staff to unsafe conditions.

Compensation

- Compensation by OWNER to ENGINEER will be as described in Exhibit B.

SECOND ADDENDUM EXHIBIT B - FEE SUMMARY

EXHIBIT B-1:

Description	Fee
Time and Materials: Task 1 Project Management	\$ 37,100
Time and Materials: Task 2 Pilot Plant Commissioning	\$ 105,320
Time and Materials: Task 3 Metals Removal Testing	\$ 59,630
Time and Materials: Task 4 Challenge Testing and WET Tests	\$ 53,010
Time and Materials: Task 5 Adsorber Testing Support	\$ 64,690
Time and Materials: Task 6 Pilot Plant Demobilization and Pilot Testing Report	\$ 44,800
Time and Materials: Task 7 Phase IC Treatment Facility Concept Study	\$ 70,450
<i>Total Consultant (including sub consultants) Labor, including mark-ups</i>	<i>\$ 397,390</i>
<i>Total Direct Costs, including mark-ups</i>	<i>\$ 37,610</i>
TOTAL FEE	\$ 435,000
"Rollover" Deduct Amount Remaining from First Addendum	(\$ 15,000)
TOTAL Contract Fee Increase for Second Addendum	\$ 420,000

Note: Time and Materials based on EXHIBIT B-2

EXHIBIT B-2: PER DIEM RATE SCHEDULE AND DIRECT EXPENSES

Functional Category	Personnel	Hourly Rate
Senior Program Manager		\$ 298
Program Manager		\$ 280
Principal Project Manager/Fellow Technologist	Paul Swaim	\$ 250
Principal Project Manager/Principal Technologist	Hal Davis, Paul Mueller, Ed Meyer	\$ 235
Sr. Project Manager/Sr. Technologist	Joseph Zalla	\$ 200
Project Manager/Engineer Specialist	Brock Emerson, Ashley Wille	\$ 180
Associate Project Manager/Project Engineer		\$ 155
Associate Engineer		\$ 135
Staff Engineer 2		\$ 120
Staff Engineer 1	Erinn Kunik	\$ 110
Engineering/Environmental Tech 5		\$ 140
Engineering/Environmental Tech 4		\$ 130
Engineering/Environmental Tech 3		\$ 115
Engineering/Environmental Tech 2		\$ 95
Senior Office Administration		\$ 102
Office/Clerical/Accounting		\$ 90

(1) Per diem rates include allowances for salary, payroll, taxes, fringe benefits, overhead, and profit, but do not include allowances for direct expenses.

(2) These rates are effective until December 31, 2016.

(3) Rate Schedule subject to annual revision to reflect current rates. Submittal of proposed ENGINEER rate schedule adjustments and associated contract impacts to occur 30 days minimum prior to each December 31 for review by the OWNER. OWNER authorized rate schedule adjustments to become effective the following January 1.

(4) Auto Mileage billed at Current IRS Rate. Auto Rentals, Other Travel, Equipment Rental, and Postage/ Freight billed at Actual Rate. Subcontractors and Outside Services Billed at Actual +10%.

Compensation

Compensation by OWNER to ENGINEER will be as follows:

Cost Reimbursable Per Diem (Time and Materials)

All items specifically included in this Scope of Services shall be on a Time and Materials basis in the amount not to exceed \$435,000.00. All Time and Material work shall be at the Per Diem Rates referenced in Exhibit B-2, plus Direct Expenses, plus 10 percent of subcontracts and outside services.

Per Diem Rates

Per Diem Rates are those hourly rates that will be charged as described above on the Project by ENGINEER's employees of the indicated classifications. The Per Diem Rates for this Project are listed in Exhibit B-2. These rates are subject to revision for other projects and annual calendar year adjustments; include all allowances for salary, overheads and fees; but do not include allowances for Direct Expenses, subcontracts and outside services.

Direct Expenses

Direct Expenses are those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals and lodging, mail, and equipment and supplies; (2) ENGINEER's current standard rate charges for direct use of ENGINEER's vehicles, printing and reproduction services, and certain field equipment; and (3) ENGINEER's standard project charges for computing systems, special health and safety requirements of OSHA, and telecommunications services.



DATE: February 25, 2016

TO HONORABLE MAYOR AND COUNCIL

The proposed pilot-scale testing equipment is a part of the progressive engineering study to develop alternatives to meet the Utah Pollutant Discharge Elimination Systems (UPDES) permits for water draining from the Judge and Spiro Tunnels. Based on prior Phase IA evaluations (Desktop Analysis) and the outcome of current Phase IB-1 evaluations (Bench-Scale Testing) conducted by CH2M Hill Engineers (CH2M), CH2M has provided recommendations regarding the necessary pilot testing equipment for the Phase IB-2 (Pilot Testing) evaluation.

Pilot Testing equipment is being acquired by two methods; 1) equipment lease from Intuitech Inc., which has been previously approved by City Council and, 2) equipment purchase from Intuitech, Inc., which is addressed in this Staff Report. Purchasing, rather than leasing, of a portion of the piloting equipment is required due to the project specific components and configuration. Upon completion of piloting, where possible, instrumentation components of the purchased piloting equipment will be integrated into existing water treatment facilities.

Respectfully:

Roger McClain, Water Engineer



City Council Staff Report

Subject: Judge and Spiro Tunnels Mining-Influenced-Water Treatment Evaluation – Phase IB-2
Equipment Purchase Agreement, Intuitech, Inc.

Author: Roger McClain, Public Utilities Engineer

Department: Public Utilities, Water

Date: February 25, 2016

Type of Item: Administrative

Summary Recommendations:

Staff recommends Council authorize the City Manager to execute an Equipment Purchase Agreement, in a form approved by the City Attorney, with Intuitech, Inc., for Judge and Spiro Tunnels Mining-Influenced-Water Treatment Evaluation Phase IB-2 pilot-scale testing equipment in an amount not to exceed \$77,700.

Executive Summary:

The proposed pilot-scale testing equipment is a part of the progressive engineering study to develop alternatives to meet the Utah Pollutant Discharge Elimination Systems (UPDES) permits for water draining from the Judge and Spiro Tunnels. Based on prior Phase IA evaluations (Desktop Analysis) and the outcome of current Phase IB-1 evaluations (Bench-Scale Testing) conducted by CH2M Hill Engineers (CH2M), CH2M has provided recommendations regarding the necessary pilot testing equipment for the Phase IB-2 (Pilot Testing) evaluation.

Pilot Testing equipment is being acquired by two methods; 1) equipment lease from Intuitech Inc., which has been previously approved by City Council and, 2) equipment purchase from Intuitech, Inc., which is addressed in this Staff Report. Purchasing, rather than leasing, of a portion of the piloting equipment is required due to the project specific components and configuration. Upon completion of piloting, where possible, instrumentation components of the purchased piloting equipment will be integrated into existing water treatment facilities.

Significant Impacts:

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

Acronyms and Abbreviations in this Report:

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

City	Park City Municipal Corporation
CH2M	CH2M Hill Engineers, Inc.
DWQ	Utah Division of Water Quality
EPA	Environmental Protection Agency
M-I-W	Mining-Influenced-Water
PCMC	Park City Municipal Corporation
PSA	Professional Services Agreement
SCO	Stipulated Compliance Order
UPDES	Utah Pollutant Discharge Elimination System

Background:

In 2009, EPA Region 8 and the Utah Division of Water Quality (DWQ) directed Park City to obtain UPDES permits for the Judge Tunnel and Spiro Tunnel. Concurrent with the issuance of discharge permits for the tunnels DWQ and PCMC entered into a Stipulated Compliance Order (SCO). The SCO requires Park City to develop and implement a plan under an Integrated Framework, generally, by first addressing discharges at the Judge Tunnel, followed by Spiro Tunnel discharges at a later date.

The purpose of Phase I (Treatment Process Evaluation) of the Judge and Spiro Tunnels M-I-W Treatment Project is to identify viable treatment process alternatives, identify 2 to 3 preferred alternatives, and advance the preferred alternatives to Phase II (Treatment Location and Siting Evaluation). Phase I has been further divided into three segments briefly described in the following graphical illustration.

The Phase IB pilot-scale testing effort will: further validate bench-scale testing findings; evaluate the preferred treatment process; address process related issues such as comparison of alternative filter and adsorption media suitability and performance; and facilitate long-term adsorption media performance analysis and the refinement of associated treatment operational and maintenance costs.

M-I-W Project associated Staff Reports may be found at:

CH2M PSA Phase IA: March 19, 2015

<http://parkcityut.ig2.com/Citizens/FileOpen.aspx?Type=12&ID=1483&Inline=True>

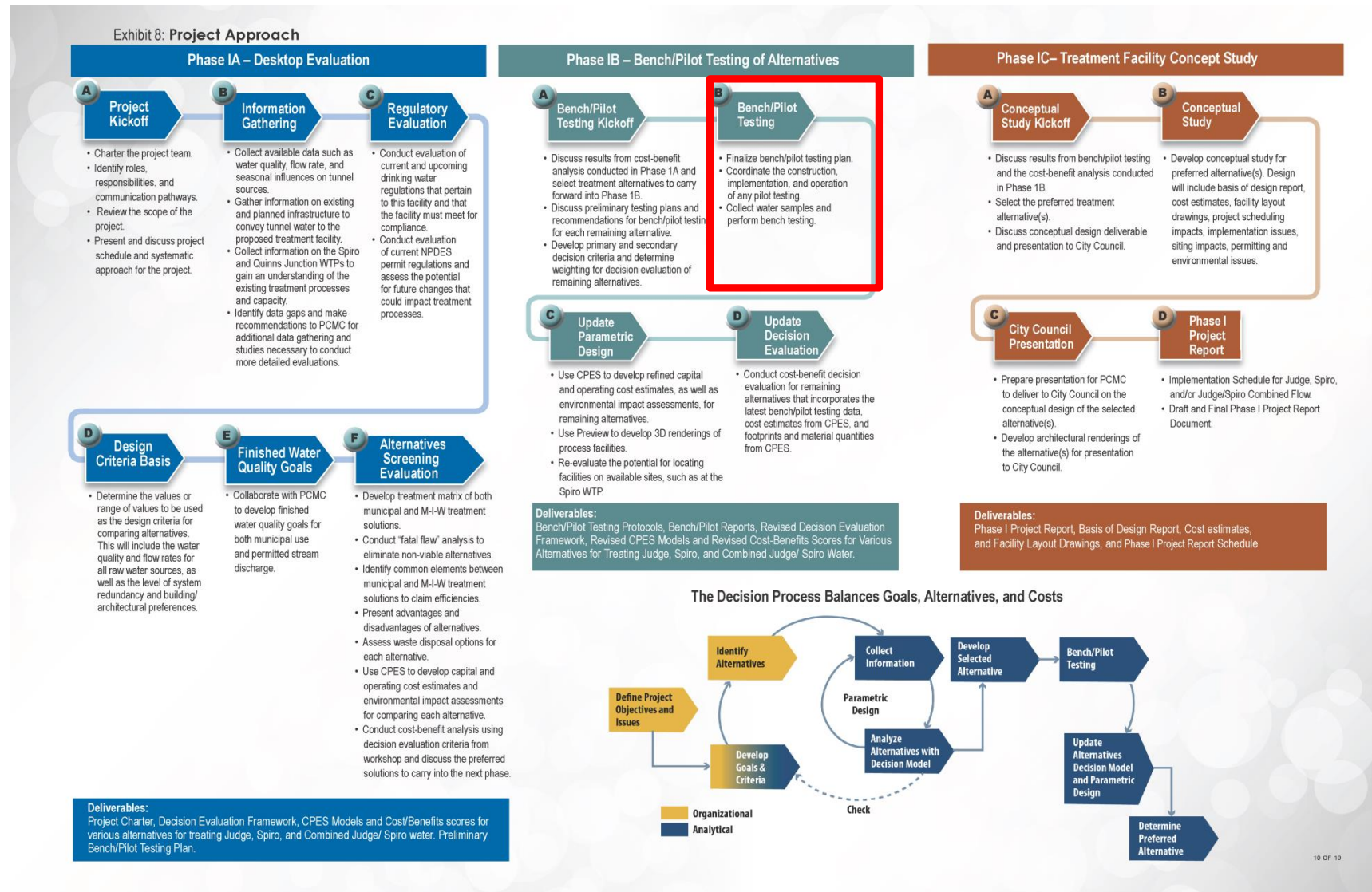
CH2M PSA First Addendum (Phase IB-1): July 30, 2015

<http://parkcityut.ig2.com/Citizens/FileOpen.aspx?Type=1&ID=2063&Inline=True>

Intuitech Equipment Lease Agreement (Phase IB-2): December 17, 2015

<http://parkcityut.ig2.com/Citizens/FileOpen.aspx?Type=1&ID=2082&Inline=True>

The following illustration represents Phase I of the M-I-W Treatment Project and indicates the current project status.



Proposed Phase IB-2 Pilot-Scale Testing - Equipment Acquisition

Phase IB-2 – Pilot Testing of Alternatives requires specialized equipment and operational protocols. The pilot-scale testing equipment will consist of two “skid” portions: 1) the flocculation/sedimentation equipment skid which has been leased and; 2) the oxidation/adsorption/instrumentation equipment skid which will be purchased. Purchasing of the second skid, rather than leasing, is required due to the project specific components and configuration associated with the second skid. Upon completion of piloting it is anticipated that the instrumentation components of the purchased piloting equipment will be integrated into existing water treatment facilities.

The oxidation/adsorption skid portion of the pilot-scale treatment equipment is proposed to be purchased from the same firm, Intuitech, Inc., from which the City selected to lease the flocculation/sedimentation skid portion of the pilot-scale equipment. The original lease for the equipment was authorized by City Council on December 17, 2015 and the associated Staff Report can be found at the link referenced in the Background section of this report.

Proposed equipment delivery is 2 to 4 weeks which is consistent with the City’s ability to meet the milestones outlined in the SCO.

Project Management

The City’s project manager will continue to be Roger McClain working under the guidance of the Public Utilities Director.

Department Review:

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

Alternatives:

A. Approve:

Council could approve staff’s recommendation.

B. Deny:

Council could deny staff’s recommendation. Staff has developed an approach to studying, designing, and constructing a system that will ensure compliance with the UPDES permits for water draining from the Judge and Spiro Tunnels. Denying this approach would result in staff returning to Council with a request to modify current Council direction to comply with the UPDES permits. Staff would also need to modify our approach for the drinking water quality goals we have developed for this project including addressing the aging Spiro Water Treatment Plant.

C. Modify:

Council could modify the request for the equipment purchase approach. Modifying the request could result in a delay to the project as the impacts of the requested modifications on the planning, engineering and/or testing elements are evaluated.

D. Continue the Item:

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

E. Do Nothing:

Staff does not recommend this alternative. Doing nothing would delay treatment evaluations for the time-critical project and create a potential inability to meet existing water obligations, future water quality requirements, and compliance with the SCO.

Funding Source:

The funding for the project is water service fees and is included in the approved 5-year Water CIP and long term costs of this project are included in the Water Department's long term comprehensive financial model.

Consequences of not taking the recommended action:

Delays in the treatment process evaluation will potentially impact the ability to meet the requirements of the Clean Water Act and/or deadlines related to the SCO for the Judge and Spiro Tunnel source water. This could potentially result in the inability to meet compliance obligations and/or result in fines.

Recommendation:

Staff recommends Council authorize the City Manager to execute an Equipment Purchase Agreement, in a form approved by the City Attorney, with Intuitech, Inc., for Judge and Spiro Tunnels Mining-Influenced-Water Treatment Evaluation Phase IB-2 pilot-scale testing equipment in an amount not to exceed \$77,700.

Exhibits:

EXHIBIT A: Judge and Spiro Tunnels Mining-Influenced-Water Treatment Evaluation – Phase IB-2 Equipment Purchase Agreement, Intuitech, Inc., Purchase Scope

EXHIBIT A

Judge and Spiro Tunnels Mining-Influenced-Water Treatment Evaluation – Phase IB-2 Equipment Purchase Agreement, Intuitech, Inc., Purchase Scope

Provide equipment in accordance with the terms of the agreement.

Equipment is to include:

Intuitech Provided

1. Provide one oxidation/adsorption pilot plant with the following major components
 - A. One welded 304SS skid and support structure
 - B. One 4 inch diameter by 21 foot long reaction pipe
 - C. Two 1 inch PVC static mixers
 - D. Four 2 inch diameter by 60 inch high clear PVC vessels with media retention screens on top and bottom
 - E. Four 0.3...570 mL/min variable speed easy-loading peristaltic feed pumps
 - F. Sixteen ½ inch PVC hand-actuated ball valves
 - G. Nine ¾ inch PVC hand-actuated ball valves
 - H. Eleven ¼ inch PP hand-actuated sampling valves
 - I. Two 2-channel universal transmitters (Hach: SC200)
 - J. Two 0...9,999 NTU surface scatter turbidity sensors (Hach: SS7)
 - K. One 0...14 pH sensor (Hach: PC1R2A)
 - L. Two 0.06...13.2 GPM magnetic flow transmitters (used)
 - M. Schedule 80 PVC pipe and fittings
 - N. One control panel with the following major components:
 1. One 36 inch high by 30 inch wide by 8 inch deep NEMA 4 wall-mount enclosure with back panel
 2. One 40A rotary disconnect switch with door interlock and defeat mechanism
 3. One 120V 1-pole 15A circuit breaker for miscellaneous loads
 4. Fifteen 24VDC 1-pole circuit breakers for miscellaneous loads
 5. One power surge suppressor
 6. One 10A 24VDC power supply
 7. One 8-port Ethernet switch
 8. One green LED light for "RUNNING" indication
 9. One red LED light for "ALARM" indication
 10. One latching mushroom button for "EMERGENCY STOP" control
 11. One operator interface with the following major components
 - a. One 12 inch flat-panel color display
 - b. One touchscreen
 - c. One web server and FTP server
 - d. One license for 1500 tag runtime software with 1 simultaneous remote client connection
 - e. One 16 GB USB flash module for datalogging

12. One programmable logic controller with the following components
 - a. ne processor adapter with 3,584KB logic memory, one Modbus TCP/IP Ethernet port, one Modbus RS232/485 serial port, one I/O bus port, one mini-USB port, and IEC executive
 - b. Three Interbus communication adapters
 - c. Three Interbus communication adapter cables
 - d. One analog input module with sixteen 4-20mA inputs
 - e. Two analog output modules with four 4-20mA outputs each
 - f. One discrete input/output module with sixteen 24VDC inputs and sixteen 24VDC outputs
 - g. Four sets of spring cage terminals
 - h. Three 3-row spring cage bus bars
 - i. One 2-row spring cage bus bar
2. Provide two copies of drawings
3. Provide two copies of CD-ROM including drawings and component manuals in PDF format
4. Provide QA/QC testing at Intuitech shop prior to shipment

Price Summary:

Equipment 1:	Oxidation/Adsorption Pilot Plant	\$53,608
Equipment 2:	Instrumentation	\$13,892
Shipping		\$ 200
Additional Equipment Allowance		\$10,000
Total		\$77,700



DATE: February 25, 2016

TO HONORABLE MAYOR AND COUNCIL

Consideration of Laura Suesser to be appointed to the Planning Commission to fill the vacancy of Nann Worel, with a term expiring July, 2016.

Respectfully:

Louis Rodriguez, Planning Analyst II



DATE: February 25, 2016

TO HONORABLE MAYOR AND COUNCIL

Staff will provide a verbal weekly update regarding the 2016 Legislative Session well underway, as well as provide an updated bill tracking list at the meeting for Council review.

Respectfully:

Michelle Kellogg, City Recorder



DATE: February 25, 2016

TO HONORABLE MAYOR AND COUNCIL

On January 28th the staff returned to Council for approval of changes to Special Events, Title 4, Chapter 8 of the Park City Municipal Code regarding the permitting of Special Events. Council was supportive of the adoption of the changes. Staff is returning to formally adopt the changes to the fee resolution.

Respectfully:

Jennifer Diersen,

City Council Staff Report

Subject: Fee Resolution Title 4, Special Event Amendments
Author: Jenny Diersen, Special Event Coordinator
Department: Sustainability
Date: Thursday, February 25, 2016
Type of Item: Legislative

Summary Recommendations:

Staff recommends City Council adopt the amended Fee schedule as presented, and to reflect code changes to Title 4 Licensing, Special Event Fees.

Executive Summary:

On January 28th the staff returned to Council for approval of changes to Special Events, Title 4, Chapter 8 of the Park City Municipal Code regarding the permitting of Special Events. Council was supportive of the adoption of the changes. Staff is returning to formally adopt the changes to the fee resolution.

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Varied and extensive event offerings + Balance between tourism and local quality of life + Internationally recognized & respected brand		+ Shared use of Main Street by locals and visitors + Entire population utilizes community amenities	+ Ease of access to desired information for citizens and visitors + Fiscally and legally sound
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Positive 	Neutral 	Positive 	Positive 
Comments: Changes to the fee resolution will help to lower the cost to non-profits and other community groups hosting events. Staff believes this will help to support the balance of events designed for locals versus those designed for visitors and locals.				

Acronyms in this Report:

MFL Master Festival License
 SEP Special Event Permit

Background:

On January 28th, 2016 staff returned to Council with proposed changes to Special Events, Title 4, Chapter 8 of the Park City Municipal Code regarding the permitting of Special Events. Council was supportive of the changes and directed staff to return at a subsequent meeting for formal adoption of the fee resolution changes.

Summary of Fee Changes Regarding Event Types –

The following is a summary of the changes considered on January 28th, 2016. A link to the report and minutes can from the January 28th meeting be found [here](#).

Event Titles – These changes were recommended to avoid confusion over classification based on impacts and thresholds versus intent or character.

- Community Event, now Level One Event
- Special Event, now Level Two Event
- Master Festival, now Level Three Event
- First Amendment Events; ensure the right to speak and protest in public forums, and protect public safety

Event Types

- Level One event applications are to be submitted, completed thirty (30) days in advance; application fee of \$40.00. First Amendment event applications will follow this timeline and fees, with exceptions as outlined below in the Chapter 4 of the Municipal Code (defined in subsections B-E of section 4-8-5).
- Level Two event applications (previously SEPs) are to be submitted, completed sixty (60) days in advance; application fee of \$80.00
- Level Three event applications (previously MFLs) are to be submitted, completed ninety (90) days in advance; application fee of \$160.00

Event Fees

<u>Type</u>	<u>Fee</u>
Level One/First Amendment	\$40
Level Two	\$80
Level Three	\$160

Fee Reduction

The approved edits to fee reduction policy in the Code will provide clarity on a fee reduction process for both the event organizer and City Departments. The process will evaluate reduction requests on a bi-annual basis, and will continue to follow the City's Purchasing Policy including when it is necessary for City Manager or City Council approval.

Analysis:

City Council has approved the changes to the Park City Title 4, Chapter 8 Municipal Code. Staff is requesting amendments to the Park City fee resolution. This will allow the Park City Municipal Fee Schedule to align with the recent Title 4 Licensing, Special Event amendments, that were approved on January 28th 2016.

Department Review:

Sustainability, Executive, Legal and Special Events Departments have reviewed this report. The Special Event Advisory Committee has been briefed on the changes as proposed.

Alternatives:

A. Approve:

Staff recommends that City Council approve the recommended Title 4 Licensing, Special Event fees resolution amendment. This will allow the Park City Municipal Fee Schedule to align with the recent Title 4 Licensing, Special Event amendments, as were passed on January 28th, 2016.

B. Deny:

Council could choose to deny the proposed fee resolution amendment, which will leave the fee schedule inconsistent with the recently passed Title 4 Licensing, Special Event Municipal code changes.

B. Modify:

Council could choose to modify the proposed Municipal Code Changes and provide edits to staff.

C. Continue the Item:

Council could choose to continue the item and request that staff bring additional information back to Council.

D. Do Nothing:

Council could take no action. This would create inconsistency between the Municipal Code and the City's Fee Schedule.

Funding Source:

Funding is not needed.

Consequences of not taking the recommended action:

Not taking the recommended action would create inconsistency between the Municipal Code and City's Fee Schedule. Additionally, not taking the recommended action would further prevent staff from being able to continue to gain control of events and further mitigate their impacts on the community, as well as, limit the events that are not positive to the community.

Recommendation:

A. Approve:

Staff recommends that City Council approve the recommended Title 4 Licensing, Special Event fees resolution amendment. This will allow the Park City Municipal Fee Schedule to align with the recent Title 4 Licensing, Special Event amendments, as were passed on January 28th, 2016.

Attachments:

Exhibit A – Amendments to Fee Resolution, Section 10. Miscellaneous Fees

Exhibit B – Ordinance for amendments to Fee Resolution



Resolution No. 02-16

A RESOLUTION AMENDING SECTION 10, MISCELLANEOUS FEES, AND REPLACING AND REPEALING RESOLUTION 08-14 IN ITS ENTIRETY

WHEREAS it is necessary to update the fee resolution to reflect the changing costs of performing services; and

WHEREAS, a public hearing shall be held on February 25, 2016, to receive public comments on the user fee changes,

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

SECTION 1. FEE SCHEDULE AMENDMENTS. The Park City Fee Schedule is hereby re-adopted with changes as outlined in Exhibit A.

SECTION 2. EFFECTIVE DATE. This resolution shall take effect upon adoption.

PASSED AND ADOPTED this 25th day of February, 2016.

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

Approve as to form:

Mark D. Harrington, City Attorney

Exhibit A –Amendments to Fee Resolution, Section 10. Miscellaneous Fees

SECTION 10. MISCELLANEOUS FEES. The following fees are set to insure cost recovery and use fees for additional City services associated with but not limited to ~~Master Festival~~, ~~Special Event~~ Permits or Small Scale Community Licenses and approved filming activity.

<u>10.1</u>	<u>Fee for in lieu of providing public parking</u>	\$14,000 per stall
10.2	<u>Returned Check Charge:</u>	\$25.00
10.3	<u>News Rack Application and Permit</u>	\$50 per application \$75 per three-year permit
10.4	<u>Bleachers</u>	
	Bleacher Rental (per bleacher, per day)	\$53.00
	Bleacher Delivery and Pick Up (per event, all bleachers)	\$93.25
<u>10.5</u>	<u>Banner Installation</u>	\$648.70
	Street Banner Installation-entire Main	
	Street Banner Installation-every other Main	\$486.55
	Street Banner Installation-every 3rd	\$324.35
	Street banner Installation- Roundabout	\$346.65
	Street Banner Installation- Kearns	\$1,431.00
	(Includes state permit, barricades and signage, required during install and takedown)	
<u>10.6</u>	<u>Parks Clean Up, Labor and Equipment</u>	
	Pressure Washing (per hour, incl operator)	\$47.70
	Pavilion Cleaning	\$157.95
	Trash Removal	\$33.90
	(public property only - not provided for private property)	
	Extra Trash Cans	\$6.75
	Trash Bags	\$2.10
<u>10.7</u>	<u>Public Safety</u>	
	Police Officer (per employee, per hour - four hour minimum)	\$75.00
	Holiday (per employee, per hour- four hour minimum)	\$165.00
<u>10.9</u>	<u>Parking Reservation Fees (Parking Department)</u>	
	Application Fee	\$22.25
	Main Street, Heber Avenue, Park Avenue (Heber to 9th St)	\$20.00
	Swede Alley Parking Space (per space, per day)	\$13.25
<u>10.10</u>	<u>Barricades (cost per barricade)</u>	
	Crowd Control Barricades	\$5.90
	Street Barricades	\$1.40
<u>10.11</u>	<u>Dumpsters</u>	
	8 Yard (delivery + haul off fee)	\$210.00
	30 yard (delivery + haul off fee)	\$210.00
	Landfill fee for 30 yard dumpster (per ton)	\$23.00
<u>10.12</u>	<u>Streets Equipment and Materials Equipment</u>	
	(2 hour min. - billable rate is portal to portal, cost includes operator, fuel, maintenance)	
	Large Loader (per hour, 1 staff)	\$103.20
	Small Loader (per hour, 1 staff)	\$71.95
	Street Mechanical Sweeper (per hour, 1 staff)	\$150.6
	Unimog with Snow Blower (per hour, 1 staff)	\$180.20

Unimog Snowplow (per hour, 1 staff)	\$88.35
Loader with Blower (per hour, 1 staff)	\$218.65
1 Ton Truck with dump (per hour, 1 staff)	\$54.15
2 Ton Truck with dump (per hour, 1 staff)	\$86.55
Bucket Truck (per hour, 2 staff)	\$117.65
Skid Steer (Cat 262 - per hour, 1 staff)	\$55.90
Add Grinder	\$7.60
Add Snow Blower	\$6.35
Backhoe (per hour, 2 staff)	\$98.75
Air Compressor (per hour, 1 staff)	\$42.00
Graffiti Truck (per hour, 1 staff)	\$75.05
Portable Electronic Sign/ message board (per day)	\$151.20

10.13 Materials

Salt (per ton)	\$39.95
Road base (per ton)	\$13.50
Sand (per ton)	\$13.50
Cold Patch (per ton)	\$90.70
Hot Mix (per ton)	\$66.95

10.14 Personnel (total compensation per employee, per hour, during regular business hours)

Parks Dept.	\$23.30
(PCMC employee - Seasonal Parks III –non-benefited)	
Streets Department (Streets III employee)	\$30.25
Special Events Department (staff)	\$42.25
Cleaning Labor –	\$28.00
restrooms, buildings and other (contract labor)	

10.15 Special Event Application Fee (Processing and Analysis)

<u>Level Three Event</u>	\$160
<u>Level Two Event</u>	\$ 80
<u>Level One Event</u>	\$ 40
<u>First Amendment Event</u>	\$ 40

As according to section 4-8-9, Fee Reduction requests for Special Events will be reviewed twice a year. All event fee reduction requests must be submitted to the Special Events Department prior to the application deadlines:

- (1) October 1st – Events occurring between January 1st and June 30th.
- (2) April 1st – Events occurring between July 1st and December 31st.

Fee reduction applications received outside of the normal application process may be considered for reductions but must demonstrate an immediate need for reduction and provide justification as to why the application was not filled within the specified deadline.

10.16 Public Parking Lot Use Rates for approved ~~Master Festival~~ Special Events:

All lot fees are for approved ~~Master Festival~~ Permitted ~~licensed~~ Special Events only. Regular parking rates apply at all other times

Brew Pub Lot – Upper Lot	\$240 per day
Brew Pub Lot – Lower Lot	\$105 per day
North Marsac Lot	\$ 50 per day
Swede Alley Surface Lot	\$ 50 per day
Swede Alley Wall Lot	\$ 50 per day
Flag Pole Lot	\$ 50 per day
Sandridge lot – Upper/Lower	\$ 50 per day/ per lot
Quinn's Sports Parking Lots 1, 2, 3	\$ 50 per day/ per lot
Mawhinney Parking Lot	\$ 50 per day
Library Parking Lot – Partial Use Only	\$ 50 per day

10.17 Trail Use Fees
Trail Use Fee and Deposit Schedule

ACTIVITY	NUMBERS	LOCAL NON- PROFIT	OUT OF AREA NON- PROFIT	LOCAL PROFIT	OUT OF AREA PROFIT
Mountain Biking	30-350	1% x \$150 x number of participants	2% x \$150 x number of participants	1.5% x \$150 x number of participants	3% x \$150 x number of participants
Cross Country Skiing*	30-350	.5% x \$150 x number of participants	1% x \$150 x number of participants	1% x \$150 x number of participants	1.5% x \$150 x number of participants
Triathlon*	30-350	1.5% x \$150 x number of participants	2.5% x \$150 x number of participants	2% x \$150 x number of participants	3.5% x \$150 x number of participants
Running/Walking/Snowshoe*	30-500	.5% x \$150 x number of participants	1% x \$150 x number of participants	1% x \$150 x number of participants	1.5% x \$150 x number of participants
Other (Events that may propose significant impacts to the system)	TBD	TBD	TBD	TBD	TBD

If Council approves additional participation above a capped quota of participants, add \$2/participant in addition to fees provided below.

*All winter events that propose to use the winter trails system may be subject to a grooming fees of \$30/hr. This fee may include pre-event preparation of the trails and post event maintenance of the trails.



DATE: February 25, 2016

TO HONORABLE MAYOR AND COUNCIL

City Council should adopt a resolution creating a Park City Municipal Dog 'Task Force' and appoint the recommended at-large community members to the Park City Dog 'Task Force.

Respectfully:

Heinrich Deters, Trails and Open Space Program Manager



City Council Staff Report

Subject: Resolution Creating a Park City Municipal Dog 'Task Force' and Appointments
Author: Heinrich Deters
Department: Sustainability
Date: February 25, 2016
Type of Item: Legislative (resolution) and Administrative (appointments)

Summary

Recommendations:

Staff recommends Council adopt a resolution creating a Park City Municipal Dog 'Task Force' (Exhibit A) and appoint five at-large members to the Dog 'Task Force'.

Executive Summary:

City Council should approve the recommended at-large community members to the Park City Dog 'Task Force'.

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Accessible and world-class recreational facilities, parks and programs + Safe community that is walkable and bike-able			+ Engaged and informed citizenry
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	(Select from List)	(Select from List)	Positive 
Comments: Creation of a public advisory Committee allows for greater transparency in decision making and allows citizens to be more involved in the process.				

Acronyms in this Report:

Mountain Trails Foundation (MTF)
Summit Land Conservancy (SLC)
Utah Open Lands (OUL)
Park City Police Department (PCPD)
Summit County Animal Control (SCAC)
Division of Wildlife Resources (DWR)
Park City School District (PCSD)

Background:

On December 17, 2015 and then again on January 14, 2016 City Council held public meetings per the possible amendments to Title 7 of the Municipal Code, which addresses Animal Control. Specifically, proposed amendments were to allow City Council the ability to designate city-owned property as an 'off-leash' area. This designation would allow dog owners the ability to recreate with their dogs without a physical leash but under 'voice and sight control'.

During these discussions, Council designated the Round Valley Open Space property within city limits and the Library field as off leash. The intent of the designation was to be clear and simple, without any management conditions, such as odd/even days or hourly restrictions. To that point, Council directed staff to create a dog 'task force', which would include local stakeholder groups and some at-large community members.

Analysis:*Role of the Task Force*

Per Council direction, the task force will be discussing the following topics and providing recommendations where applicable:

- Criteria to evaluate other possible dog related designated areas or improvements, including:
 - Fenced Dog Parks
 - Unfenced off-leash areas
 - Areas where dogs should be prohibited/excluded
- Possible Management tools in designated areas
 - Seasonal, Daily or hourly restrictions
 - Geographical restrictions/parameters
- Criteria to establish High Enforcement areas
- Additional Dog related Policies, Regulations and Programs
 - Specific off leash ordinance
 - Education/Outreach
- Participate in the evaluation of existing Round Valley and Library field designated areas

Stakeholders

In addition to the five (5) at large community members, the following stakeholders will also be part of the task force

- Recreation Advisory Board (RAB)
 - (3 members)
- Mountain Trails Foundation (MTF)
- Summit Land Conservancy (non-voting)
- Summit County Animal Control
- Park City Police Department
- Snyderville Basin Recreation District

- Utah Open Lands (non-voting)

Summit County and Park City School District staff has also committed to participating when needed. Finally, staff has also discussed the task force with resources at the Division of Wildlife Resources, should their input be required.

Public Notice

Advertisements for the committee were posted on the City website and on Utahlegals.com on January 30th. Additionally, they were posted in four consecutive editions of the Park Record; January 30th, February 3rd, 6th and 10th.

Applicants

Seventeen members of the public requested applications and eight were submitted prior to the deadline of February 12th. Applicants were asked if they were dog owners, what were their interests in the topic and what abilities they would bring to the committee.

Selection Committee

A four person selection committee, including the Trails and Open Space Program Manager, The Mountain Trails Executive Director, the Summit Land Conservancy Executive Director and Councilman Henney met and reviewed the written applications.

Recommendations to Task Force

Staff recommends the following five Park City residents participate in the task force:

1. Tod Frohnen
2. Barbara Maw
3. Alison Childs
4. Becky Burns
5. Ed Parigian

Department Review:

This report has been reviewed by the Recreation Department, City Attorney's office and the Executive Department.

Alternatives:

A. Approve:

Council may adopt the Resolution and appoint the recommended at-large applicants to the task force.

B. Deny:

Council may choose to forego the task force and/or recommended at-large applicants.

C. Modify:

Council may wish to modify any aspect of the task force or appointments

D. Continue the Item:

Council may ask staff to return with more information

E. Do Nothing:

Same as continuance

Funding Source:

Funding is not required currently

Consequences of not taking the recommended action:

Council may wish to proceed without a task force.

Recommendation:

Staff recommends Council adopt a resolution creating a Park City Municipal Dog 'Task Force' (Exhibit A) and appoint five at-large members to the Dog 'Task Force'.

Exhibit A-

RESOLUTION 03-16

RESOLUTION TO APPOINT A DOG TASK FORCE TO EXPLORE CRITERIA IN ESTABLISHING MANAGEMENT AND INFRASTRUCTURE OPTIONS RELATED TO DOGS AND DOG RELATED PROGRAMS

WHEREAS, Park City is recognized for having publically accessible world class trails and open spaces;

WHEREAS, On January 14, 2016, Council created an 'off-leash pilot program' and designated the Round Valley Open Space and Library Field as such;

WHEREAS, Council has a goal to provide balanced and safe recreational opportunities for the citizens of Park City;

WHEREAS, Park City has a long standing commitment to the preservation of natural resources within the community;

WHEREAS, On January 14, 2016 Council directed staff to create a temporary dog 'task force' to explore possible management and infrastructure improvements for dog related programs and return to Council with an update in April 2016 and a final report in June 2016 with recommendations;

WHEREAS, Communication and coordination between non-profits, committees, organizations and the City Council is vital to the overall success and fabric of the Park City community.

NOW THEREFORE, be it resolved by the Park City Council as follows:

1. The City Council shall create a temporary dog task force that includes local stakeholders and five at large members, to explore criteria in establishing management and infrastructure options related to dogs and dog related programs.

This Resolution shall become effective upon adoption, dated this 25th day of February, 2016.

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney



DATE: February 25, 2016

TO HONORABLE MAYOR AND COUNCIL

This is a request for approval of a condominium record of survey plat for a twenty seven unit residential building to be located on Lot 15 of the Village at Empire Pass West Side Subdivision. The building is identified as Building 5 of the Village at Empire Pass Master Planned Development and is located at 8910 Empire Club Drive. The Building 5 site was sold to the applicant with up to 65,537 net residential square feet (32.8 Unit Equivalents). This proposed density is consistent with the Flagstaff Annexation and Development Agreement and Village and Empire Pass Master Planned Development. Substantial background information on this property was described in the January 13, 2016, Planning Commission Staff Report and is summarized in the findings of fact of the proposed Ordinance.

An application for a Conditional Use Permit for this property was submitted on October 26, 2015, and was approved by the Planning Commission on February 10, 2016. The proposed Conditional Use Permit is for 27 units (64,965 sf, utilizing 32.48 UE). The Flagstaff Annexation and Development Agreements track both UEs and the total number of units. Each UE equates to 2,000 square feet of residential floor area. The gross building size is 113,293 square feet, including residential units, parking garage, mechanical, circulation, common areas, storage, and other common areas that do not use unit equivalents. The condominium plat is consistent with the approved Conditional Use Permit.

On January 13, 2016, the Planning Commission conducted a public hearing and discussed the proposed condominium plat. No public input was provided and the public hearing was closed. Staff explained that a revised plat was submitted on January 11th after the Planning Commission packet was published. The Commission continued the item to February 10, 2016, in order for Staff and the applicant to get the correct figures, plat, and plans into the staff report and packet for the Commission to review. On February 10, 2016, the Commission voted unanimously to forward a positive recommendation to City Council.

Respectfully:

Kirsten Whetstone, Senior Planner

City Council Staff Report



Application: PL-15-03003
Subject: One Empire Pass Condominiums
Author: Kirsten Whetstone, AICP, Sr. Planner
Date: February 25, 2016
Type of Item: Legislative - Condominium Record of Survey Plat

Summary Recommendations

Staff recommends City Council conduct a public hearing and consider approving the One Empire Pass Condominiums record of survey plat pursuant to the findings of fact, conclusions of law, and conditions of approval as stated in the attached Ordinance.

Description

Applicant: Guardsman Lodge, LLC, represented by Bill Fiveash, managing partner
Location: 8910 Empire Club Drive- Pod A, Lot 15 Village at Empire Pass West Side Subdivision (Building 5)
Zoning: Residential Development (RD) District as part of the Flagstaff Annexation and Master Planned Development
Adjacent Land Uses: Deer Valley Resort, condominiums, townhouses, and other development parcels of the Village at Empire Pass Pod A

Acronyms

ADA- American Disability Act
AICP- American Institute of Certified Planners
CUP- Conditional Use Permit
EHU- Employee Housing Unit
HOA- Homeowners Association
LMC- Land Management Code
MPD- Master Planned Development
PUD- Planned Unit Development
SF- Square Feet
RD- Residential Development Zoning District
UE- Unit Equivalents (1 UE = 2,000 sf residential floor area)

Background

On November 13, 2015, the Planning Department received an application for a Condominium Record of Survey plat (Exhibit A) for a twenty seven unit residential building to be located on Lot 15 of the Village at Empire Pass West Side Subdivision (Exhibit C). The building is identified as Building 5 on the Village at Empire Pass MPD. The application was deemed complete on November 20, 2015. An application for a CUP was submitted on October 26, 2015, and was approved by the Planning Commission on February 10, 2016. An existing conditions survey, aerial photo, and photos of the site were also submitted with the application (Exhibits B and D).

Substantial background information on this property was described in the January 13, 2016 Planning Commission Staff Report and is included in the findings in the Ordinance.

On January 13, 2016, the Planning Commission conducted a public hearing and discussed the proposed condominium plat. No public input was provided and the public hearing was closed. Staff explained that a revised plat was submitted on January 11th after the packet had gone out. The Commission continued the item to February 10, 2016 to allow staff and the applicant to get the correct figures, plat, and plans into the staff report and packet for the Commission to review. On February 10, 2016, the Commission voted unanimously to forward a positive recommendation to City Council.

Purpose

The purpose of the Residential Development (RD) Zoning District is to:

- (A) allow a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,
- (B) encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,
- (C) allow commercial and recreational activities that are in harmony with residential neighborhoods,
- (D) minimize impacts of the automobile on architectural design,
- (E) promote pedestrian connections within Developments and between adjacent Areas; and
- (F) provide opportunities for variation in architectural design and housing types.

Land Management Code (LMC) and Village MPD Analysis

The proposal complies with lot and site requirements of the RD Zoning District as described below:

	RD Zoning District and/or Village at Empire Pass MPD
Lot Size	No minimum lot size. Lot 15 is 1.17 acres (50,999 square feet)

Building Footprint- Floor Area Ratio (FAR)	Density is per the Flagstaff Annexation and Development Agreement and Village and Empire Pass MPD. Building 5 site was sold with up to 65,537 net residential square feet (32.8 UE). The proposed CUP is for 27 units (64,965 sf, utilizing 32.48 unit equivalents (UE). Density is based on 1 UE is equivalent to 2,000 sf of residential floor area. The Flagstaff Annexation and Development Agreement track both UEs (each 2,000 sf) as well as total number of units. The gross building is 113,293 sf, including the parking garage, mechanical, circulation, common areas, storage, and other common areas that do not use UE.
Front yard setbacks	25 feet to front facing garage, 20 feet to building. Minimum of 25 foot front setbacks are proposed.
Rear yard setbacks	15 feet. Minimum of 15 foot rear setbacks are proposed.
Side yard setbacks	12 feet. Minimum of 12 foot side setbacks are proposed.
Building Height	Per Village MPD Volumetric and Height Exception Diagrams. For Building 5, 20% of the building was permitted to reach 80' above existing grade, 55% of the building to reach 92' above existing grade, and 25% of the building to reach 74' above existing grade. The volumetric diagram allows Building 5 to be four to six stories. The building complies.
Parking	The Transit and Parking Management Plan requires a 25% reduction in parking from what would be normally required by the LMC. Based on unit sizes, fifty-five (55) spaces would be required for the 27 units based and one ADA unit. The 25% reduction is 42 spaces. The underground parking structure will have 38 spaces and 4-6 surface spaces will be provided near the front drop-off area. Parking complies.
Architectural Design	All construction is subject to Village at Empire Pass Design Review Board approval and LMC Chapter 15-5- Architectural Design Guidelines with final review conducted at the time of the Building Permit.
Residential Units	27 units ranging in size from 1,140 sf to 3,895 sf, one 900 sf affordable housing unit, and one 944 sf ADA unit.
Commercial space	No commercial space is proposed.
Support space	Common amenity areas are provided for the unit owners, including storage areas, locker rooms, fitness area, lounge and lobby areas, children's room, and small business center areas.

Density Summary	The Mountain Village (Pods A, B1 and B2) was approved for a maximum of 785 UE of multi-family (550 multifamily units) and 16 single family units. A maximum of 60 PUD style units (i.e. Belles, Paintbrush, and Nakoma) were approved as part of the overall multi-family units. To date 352 multi-family units (558.3 UE) (of which 52 are PUD style units) and 16 single family units have been platted and/or built. Constructed lodge style buildings include Shooting Star, Silver Strike, Flagstaff, Arrowleaf A and B, and Grand Lodge. Still to be approved are Tower Residences (Building 1), Building 3, Building 4, and subject property One Empire Pass, aka Building 5. There is sufficient remaining density in the MPD (226.7 UE), or 198 multi-family units, to accommodate the density of Building 5 (32.48 UE) as 27 units in a lodge style building.
-----------------	---

This application meets the necessary subdivision requirements of Land Management Code (LMC) Section 15-7 of the Park City Municipal Code and is consistent with the CUP application for One Empire Pass Lodge. Parking is provided at 75% of the Code requirement consistent with the Development Agreement that requires a 25% reduction in parking.

The total residential square footage is 64,965 sf, utilizing 32.48 Unit Equivalents (UEs). In addition, an Employee Housing Unit (EHU) of 900 square feet (Unit #104) and one ADA accessible unit of 944 square feet (Unit #103) are provided. The applicant requests that the EHU unit be platted as private space so that the unit can be managed and rented out by the project owners/applicant rather than turn it over to the 27 members of the future HOA. The applicant has had good success leasing the affordable units in their other buildings, typically to a manager of the property or to someone employed in the Empire Pass area. A deed restriction for the EHU unit, acceptable to the City, is a Condition of Approval prior to plat recordation. The deed restriction should outline and resolve concerns that may have come up on other affordable units platted as private. The ADA unit is platted as Common Area.

Good Cause

Staff finds good cause for this record of survey as this condominium plat is consistent with the development pattern envisioned in the MPD and the 14 Technical Reports and identifies the specific square footage for residential units, affordable unit, ADA unit and common area.

Department Review

This application has gone through an interdepartmental review. Issues raised at the review have been addressed with revisions to the application and conditions of approval.

Notice

The property was posted and notices were mailed to property owners within 300 feet on December 23, 2015. A legal notice was published in the Park Record on December 26, 2015. No public input has been received at the time of this report.

Alternatives

1. The City Council may approve the One Empire Pass Condominiums record of survey plat, as conditioned or amended, or
2. The City Council may deny the One Empire Pass Condominiums record of survey plat and direct staff to make Findings for this decision, or
3. The City Council may continue discussion on the One Empire Pass Condominiums record of survey plat to a date certain and provide Staff and the applicant with direction regarding additional information needed in order to make a final decision.

Significant Impacts

There are no significant fiscal or environmental impacts from this application that have not been mitigated with the Flagstaff Agreement and Master Planned Development conditions and recommended conditions of approval.

Consequences of not taking the Suggested Recommendation

The units could not be separately sold.

Recommendation

Staff recommends City Council conduct a public hearing and consider approving the One Empire Pass Condominiums record of survey plat pursuant to the findings of fact, conclusions of law, and conditions of approval as stated in the attached Ordinance.

Exhibits

Ordinance

Exhibit A – Proposed record of survey plat

Exhibit B – Existing Conditions

Exhibit C – Subdivision plat

Exhibit D – Photos of the Site

Ordinance 16-08

AN ORDINANCE APPROVING THE ONE EMPIRE PASS CONDOMINIUMS RECORD OF SURVEY PLAT LOCATED AT 8910 EMPIRE CLUB DRIVE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the One Empire Pass, located at 8910 Empire Club Drive, Lot 15 of the Village at Empire Pass West Side Subdivision, have petitioned the City Council for approval of the One Empire Pass Condominiums record of survey; and

WHEREAS, the property was noticed on December 26, 2015 and posted on December 23, 2015, according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners on December 23, 2015; and

WHEREAS, the Planning Commission held a public hearing on January 13th, 2016, to receive input on the One Empire Pass Condominiums record of survey;

WHEREAS, the Planning Commission, on February 10, 2016, forwarded a positive recommendation to the City Council; and,

WHEREAS, on February 25th, 2016, the City Council held a public hearing on the One Empire Pass Condominiums record of survey; and

WHEREAS, it is in the best interest of Park City, Utah to approve the One Empire Pass Condominiums record of survey.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The One Empire Pass Condominiums record of survey as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The One Empire Pass Condominiums are proposed on Lot 15 of the Village at Empire Pass West Side Subdivision, within Pod A of the Village at Empire Pass Master Planned Development.
2. The property is located at 8910 Empire Club Drive.
3. The property is in the Residential Development (RD) Zoning District.
4. The property is subject to the Flagstaff Mountain Annexation and Development Agreement approved by City Council per Resolution No. 99-30 on June 24, 1999 as amended on March 2, 2007.

5. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass (Village MPD) (Pods A and B1) within the Flagstaff Mountain Annexation and Development area. The MPD (known as Mountain Village) was amended to include Pod B2 (Montage).
6. The Mountain Village (Pods A, B1 and B2) was approved for a maximum of 785 UE of multi-family (550 multi-family units) and 16 single-family units. A maximum of 60 PUD style units (i.e. Belles, Paintbrush, and Nakoma) were approved as part of the overall multi-family units.
7. To date, 352 multi-family units (558.3 UE) (of which 52 are PUD style units) and 16 single-family units have been platted and/or built within the Mountain Village.
8. Constructed lodge style buildings include Shooting Star, Silver Strike, Flagstaff, Arrowleaf A and B, and Grand Lodge. Condominium record of survey plats have been approved and recorded for these buildings.
9. Still to be approved as Conditional Use Permits are Tower Residences (Building 1), Building 3, Building 4, and subject property One Empire Pass, as Building 5.
10. A Conditional Use Permit application for One Empire Pass, aka Building 5 was received on October 26, 2015 and is being reviewed concurrently with this application.
11. There is sufficient remaining density (226.7 UE), or 198 units, to accommodate the density of Building 5 (32.48 UE) as 27 units in a lodge style building.
12. Approximately 368 certificates of occupancy for the entire Flagstaff Annexation and Development area (Pods A, B1, B2, and D) have been issued. According to the Annexation and Development Agreement, the affordable housing obligations come due for each 150 certificates of occupancy. The next housing obligation trigger point is 450 certificates of occupancy. The 27 certificates of occupancy for One Empire Pass would bring the total to 395 certificates of occupancy.
13. On November 13, 2015, the Planning Department received an application for a Condominium Record of Survey plat for the 27 unit residential building to be located on Lot 15 of the Village at Empire Pass West Side Subdivision.
14. The application was deemed complete on November 20, 2015.
15. The Village at Empire Pass West Side Subdivision was approved by Council in 2005 and recorded at Summit County on August 12, 2005. Lot 15 consists of 50,999 square feet of lot area and is currently undeveloped.
16. The property is subject to subdivision plat notes that require compliance with RD District zone setbacks, approval of a Conditional Use Permit for each building prior to issuance of a building permit, a declaration of condominium and a record of survey plat prior to individual sale of units, membership in the Empire Pass Master HOA, identifies Empire Club Drive as a private street, plats a 20' snow storage easement along the street frontages, requires water efficient landscape, and includes other utility and maintenance provisions.
17. The proposed One Empire Pass Lodge building is a multi-story building with 27 residential units ranging in size from 1,140 sf to 3,895 sf, one 900 sf affordable housing unit, and one 944 sf ADA unit. The ADA unit is platted as Common Area. The affordable unit is platted as Private Area and a deed restriction acceptable to the City will be recorded prior to recordation of the plat.

18. The proposed gross building area, including parking and all common areas is approximately 113,293 square feet. The total residential area subject to Unit Equivalents is 64,965 square feet utilizing 32.48 Unit Equivalents. All saleable residential area platted as private area within the Units is counted into the Unit Equivalent figure and one UE is 2,000 square feet of residential area. Common amenities areas (exercise and recreation rooms, ski lockers, locker rooms, etc. for the use of unit owners and guests) are proposed at the south end of levels one and two. No commercial uses are proposed.
19. The Transit and Parking Management Plan requires a 25% reduction in parking from what would be normally required by the LMC. Based on unit sizes, 55 spaces would be required for the 27 units based and one ADA unit. The 25% reduction is 42 spaces. The underground parking structure will have 38 spaces and 4-5 surface spaces will be provided near the front drop-off area.
20. The elevation and climate of Flagstaff creates a harsh environment for utilities and their maintenance.
21. The maximum Building Height in the RD District is 28 feet (33 feet with a pitched roof). A height exception was approved with the Village Master Plan Development. Specific volumetric diagrams were approved for each Building Site. For Building 5, 20% of the building was permitted to reach 80' above existing grade, 55% of the building to reach 92' above existing grade, and 25% of the building to reach 74' above existing grade. The volumetric diagram allows Building 5 to be four to six stories.
22. The proposed building complies with the granted height exceptions and volumetric in terms of percentage at certain heights, number of stories, and required vertical and horizontal articulation. The proposed building is 11.5' to 15' lower than the 80' allowance (20% of the building), approximately 9'-8" below the 92' allowance (55% of the building), and approximately 5' lower than the 74' allowance (25% of the building).
23. The building complies with all RD District zone setbacks maintaining a 25' front setback, 12' side setbacks, and 15' rear setbacks.
24. A Master Homeowners Association document and Maintenance Agreement for the Mountain Village were reviewed and approved by the City prior to issuance of building permits for buildings within the Mountain Village. This property is also subject to these documents, in addition to any declaration of condominium and CCRs recorded with the condominium plat.
25. The proposed record of survey plat for the condominium building and development is consistent with the development pattern envisioned in the MPD and the 14 Technical Reports.

Conclusions of Law:

1. There is good cause for this record of survey.
2. The record of survey is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed record of survey.
4. Approval of the record of survey, subject to the conditions stated below, does not

adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the record of survey for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the record of survey plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void unless a written request for an extension is submitted to the City prior to the expiration date and the City Council grants an extension.
3. The record of survey plat will note that all conditions of approval of the Village at Empire Pass Master Planned Development, the Village at Empire Pass West Side subdivision plat, and the One Empire Pass Conditional Use Permit shall continue to apply.
4. A deed restriction for the Employee Housing Unit acceptable to the City is required prior to plat recordation. The plat will note that the EHU is subject to a deed restriction. The CCRs shall reflect a lower par-value to reflect the reduced cost of the unit (or exempt the unit from HOA fees) to ensure that the unit doesn't lose its affordability due to HOA fees.
5. The plat will note the Employee Housing Unit and the ADA accessible unit.
6. Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on Lot 15.

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

PASSED AND ADOPTED this _____ day of February, 2016.

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, Mayor

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Exhibits

Exhibit A – Proposed record of survey plat

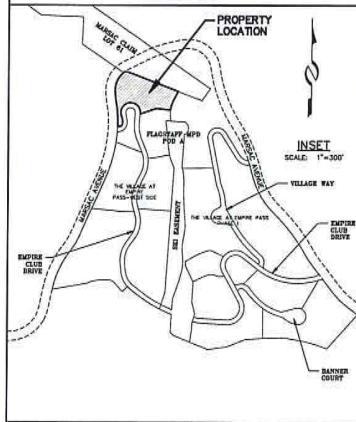
EXHIBIT A

SETBACK NOTE

(as approved by Park City Municipal Corporation Empire Pass Village Master Plan, July 21, 2006.)

- The required 25' setback for master planned developments is measured from the Flagstaff annexation boundary. The internal setback lines shown hereon are standard R0 zone setbacks. R0 zone setbacks are as follows: 25' front yard (front facing garages), 20' front yard (residence), 12' side yard, & 15' rear yard.

VICINITY MAP



LINE	BEARING	DISTANCE
L1	N 05°28'37" E	2.45
L2	S 85°20'00" E	21.17
L3	S 85°20'00" E	2.25
L4	S 85°20'00" E	2.25
L5	S 85°20'00" E	2.25
L6	S 85°20'00" E	2.25
L7	S 85°20'00" E	2.25
L8	S 85°20'00" E	2.25
L9	S 85°20'00" E	2.25
L10	S 85°20'00" E	2.25
L11	S 85°20'00" E	2.25
L12	S 85°20'00" E	2.25

CURVE	RADIUS	LENGTH	DELTA
C1	150.00	11.83	20°33'17"
C2	27.50	23.32	48°34'52"
C3	18.00	26.19	83°22'24"
C4	775.00	10.16	0°45'00"
C5	275.00	84.62	13°22'50"
C6	118.83	107.81	52°04'13"

LEGEND

- Set not and water, AE 15491
- Set 5/96' road w/stop, ALLIANCE ENR/LS 15491

CONDOMINIUM PLAT FOR ONE EMPIRE PASS CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE SOUTH HALF OF SECTION 21
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

Recorded concurrently herewith is the Declaration of Condominium for Flagstaff.



SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, certify that I am a Registered Land Surveyor and that I held Certificate No. 4938730, as prescribed by the laws of the State of Utah, and that by authority of the owners, I have prepared this Record of Survey map of ONE EMPIRE PASS CONDOMINIUMS has been prepared under my direction and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

LEGAL DESCRIPTION

All of Lot 15, THE VILLAGE AT EMPIRE PASS WEST SIDE, according to the official plat thereof recorded in the office of the Summit County Recorder August 12, 2005 as Entry No. 746744, Summit County, Utah

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT One Empire Pass, LLC, a Delaware limited liability company, the owner of the tract of land described herein as One Empire Pass Condominiums, a Utah condominium project, located on said tract of land, hereby certifies that it has caused this survey to be made and this Condominium Plat consisting of ten (10) sheets to be prepared, and does hereby consent to the recordation of this Condominium Plat and submit this property to the Utah Condominium Ownership Act.

The owner certifies that the buildings shown on this plat, but not under construction at the time the plat was recorded, will, when completed, be substantially as shown on the plat.

In witness whereof, the undersigned has executed this certificate and dedication this _____ day of _____, 2016.

ONE EMPIRE PASS, LLC, a Delaware limited liability company

By: HF Holding Corp. III, a Colorado corporation

Manager

Title

ACKNOWLEDGMENT

On this _____ day of _____, 2016, _____ personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, _____ acknowledged to me that One Empire Pass, LLC, is the owner of the herein tract of land and that he/she, as the Authorized Signatory of HF Holdings Corp. III, the Manager of One Empire Pass, LLC, is authorized to sign the above Owner's Dedication and Consent to Record truly and voluntarily.

A Notary Public commissioned in _____

Printed Name _____

Residing in: _____

My commission expires: _____

NOTE

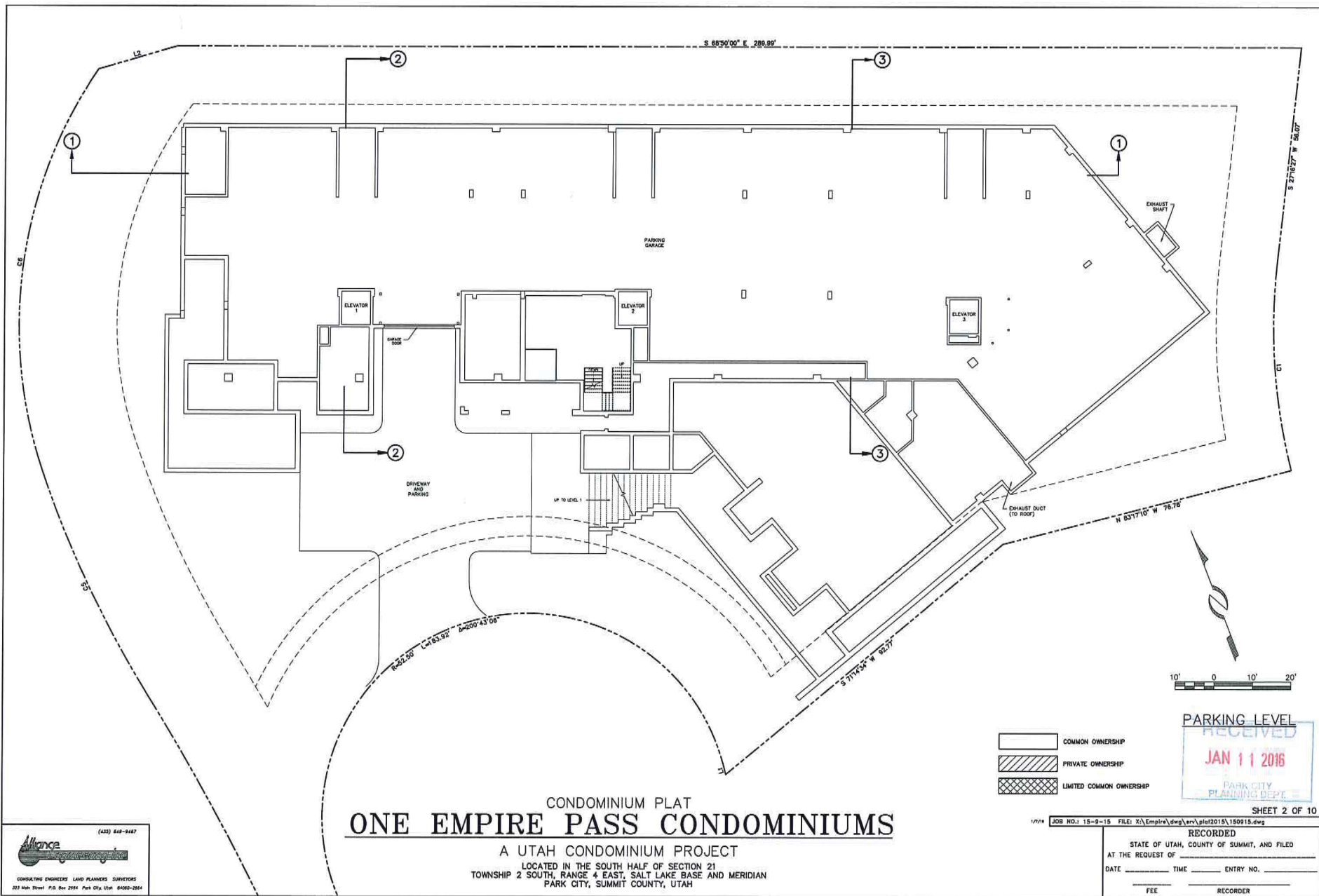
- The dimensions of the private spaces and square footage calculations are based on drawings supplied by the owner. The square footages shown on this plat are calculated in accordance with the Utah Condominium Act and the Declaration of Condominium for One Empire Pass, a Utah Condominium Project. Such calculations typically differ somewhat from the square footages determined by the architect or other using different methods of determining unit area. It is the intent that the private ownership area of the units will be as constructed.
- All common structural elements are designated as Common Areas and Facilities, as described in the Declaration of Condominium.
- Building lines on this sheet are from the property line to the building foundation as shown.
- All Common Areas and Facilities are dedicated as non-exclusive easement to Park City Municipal Corporation Snyderville Basin Water Reclamation District, Park City Fire Service District, and Summit County for the purpose of providing access for utility and drainage installation, use, maintenance, and eventual replacement.
- Access to the units is by private roads and is not warranted by Park City.
- The units of the One Empire Pass Condominium Development are served by a Common Private Lateral Wastewater Line. The Empire Pass Master Owners Association, Inc. (the "Master Association") shall be responsible for the maintenance and replacement of said Private Lateral Wastewater Line serving One Empire Pass. The cost of such maintenance and replacement shall be paid by the One Empire Pass Owners Association, Inc. as part of the common expenses.
- The property corners at Empire Club Drive are set at the intersection of the 95' wide public and private utility easement and the lot line or as shown hereon.
- Unit 104: Deed Restricted Employee/Affordable Housing Unit (DHR)
- All conditions of approval of the Village at Empire Pass (Pod A) Master Planned Development, the Village at Empire Pass West Side Subdivision Plat, the One Empire Pass Conditional Use Permit, and Park City Ordinance _____ shall continue to apply.
- At the time of re-survey of Empire Club Drive, the Master Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District Standards.
- The Silt Easement and Slurry Buffer Zone shown on this plat identifies certain portion of the Common Area that may be used for summer and winter recreation use, for utility, and other adjacent recreation areas. The Silt Easement and Slurry Buffer Zone may be used by all owners of The Village at Empire Pass development, and as otherwise permitted in the Declaration of Condominium for One Empire Pass.

JAN 11 2016

PARK CITY PLANNING DEPT.

SHEET 1 OF 10

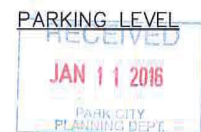
(435) 949-9467 SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2016 BY _____ S.B.W.R.D.	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2016 BY _____ CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2016 BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____, 2016 BY _____ PARK CITY ATTORNEY	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2016 BY _____ MAYOR	CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2016 BY _____ PARK CITY RECORDER	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ ENTRY NO. _____ FEE _____ RECORDER _____
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CONDOMINIUM PLAT **ONE EMPIRE PASS CONDOMINIUMS**

A UTAH CONDOMINIUM PROJECT
 LOCATED IN THE SOUTH HALF OF SECTION 21
 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
 PARK CITY, SUMMIT COUNTY, UTAH

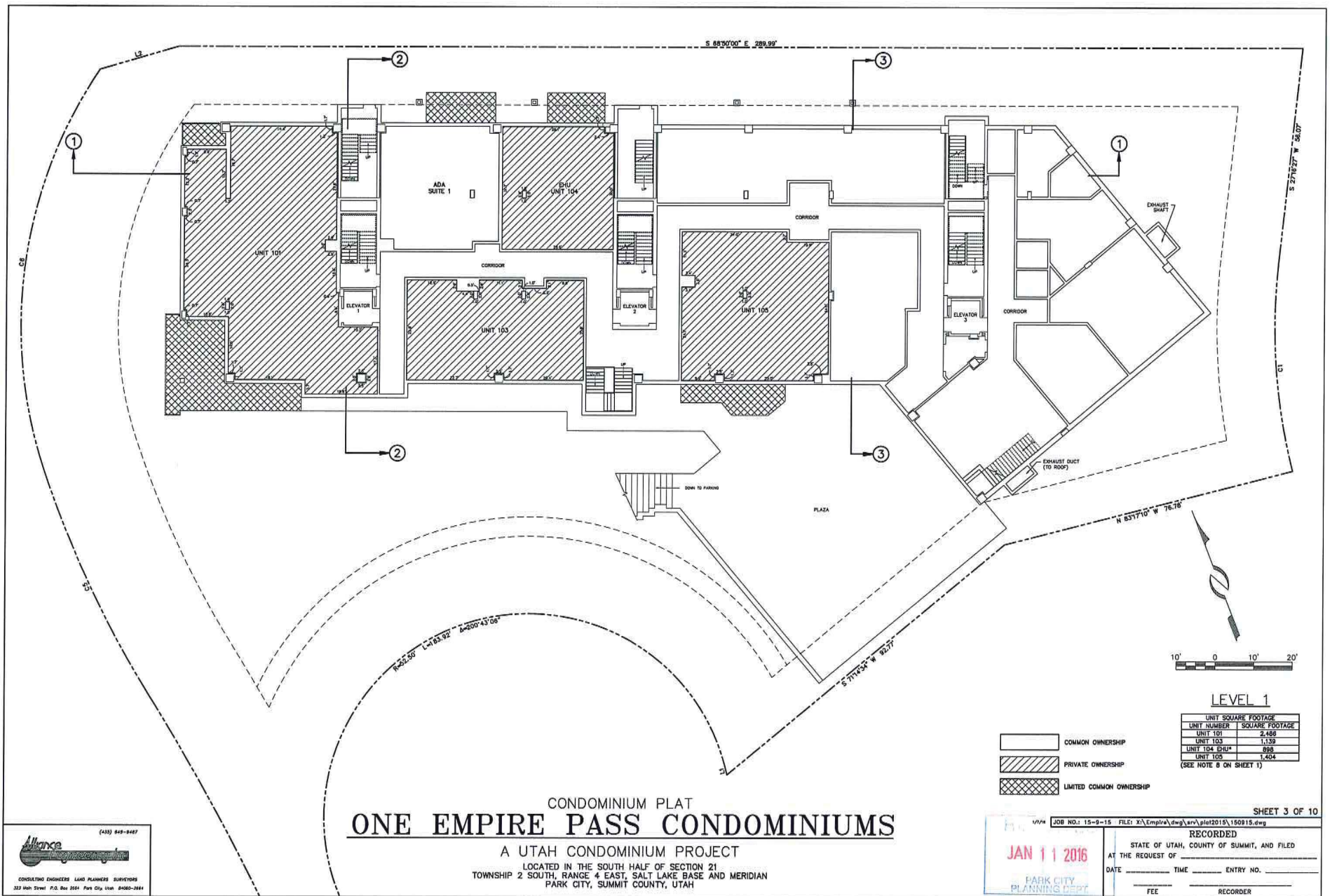
- COMMON OWNERSHIP
- PRIVATE OWNERSHIP
- LIMITED COMMON OWNERSHIP

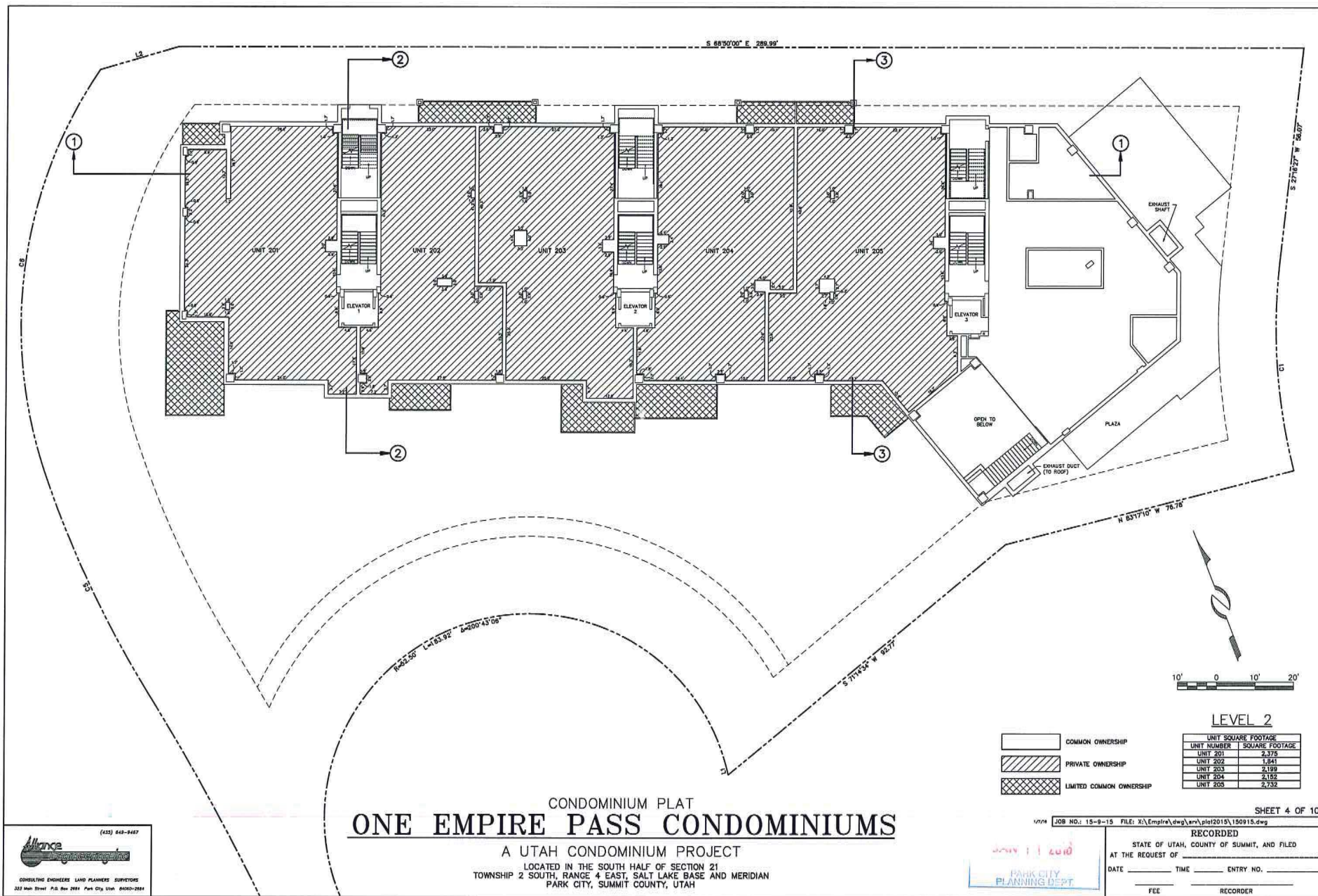


SHEET 2 OF 10

JOB NO.: 15-9-15		FILE: X:\Empire\dwg\emp\plot2015\150915.dwg	
RECORDED			
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED			
AT THE REQUEST OF _____			
DATE _____	TIME _____	ENTRY NO. _____	
FEE _____		RECORDER _____	







CONDOMINIUM PLAT **ONE EMPIRE PASS CONDOMINIUMS**

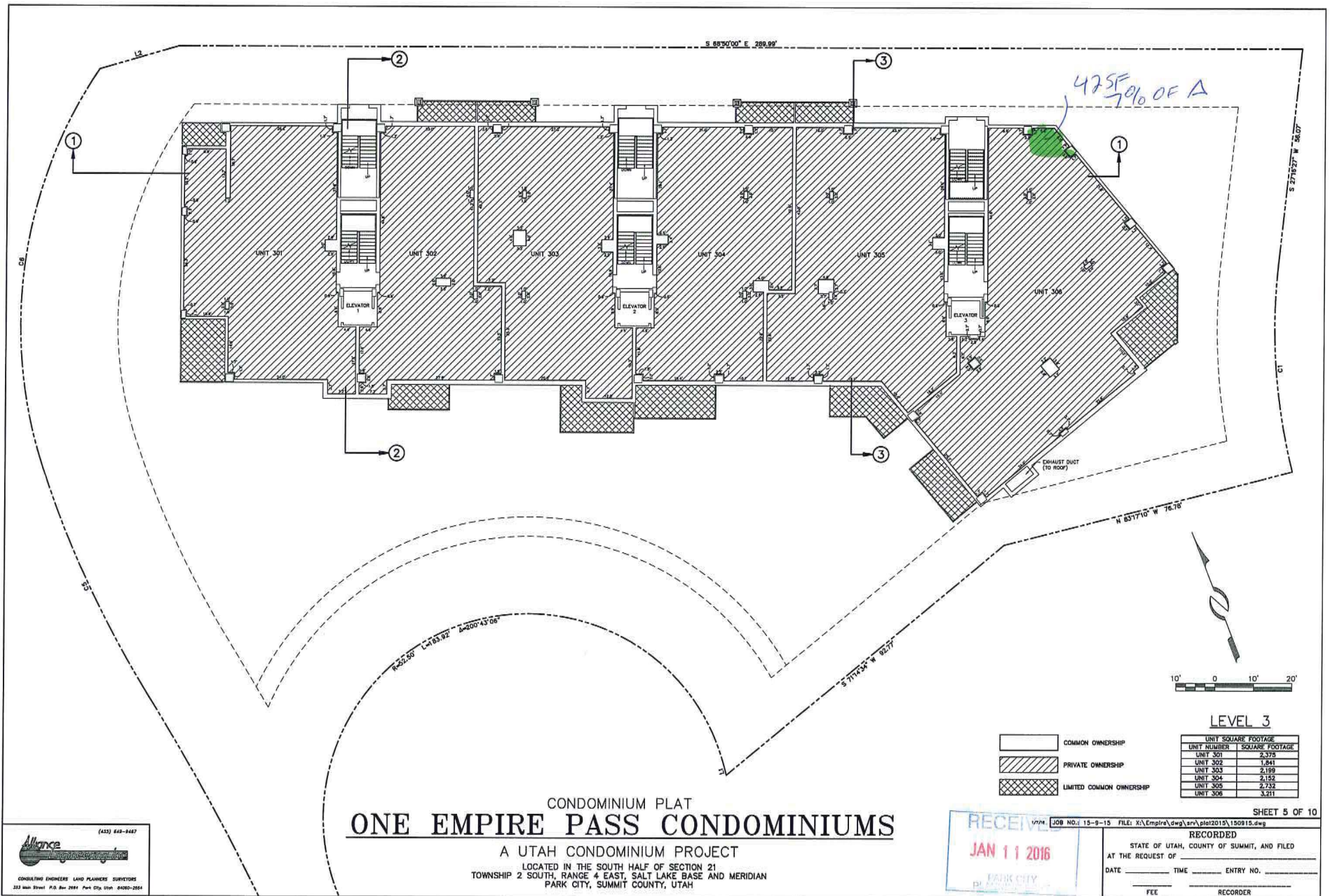
A UTAH CONDOMINIUM PROJECT
 LOCATED IN THE SOUTH HALF OF SECTION 21
 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
 PARK CITY, SUMMIT COUNTY, UTAH

Alliance
 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
 323 Main Street, P.O. Box 2859, Park City, Utah 84002-2859
 (435) 943-9457

1/7/19 JOB NO.: 15-8-15 FILE: X:\Empire\dwg\en\plat\2019\150915.dwg

RECORDED
 STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
 AT THE REQUEST OF _____
 DATE _____ TIME _____ ENTRY NO. _____
 FEE _____ RECORDER _____

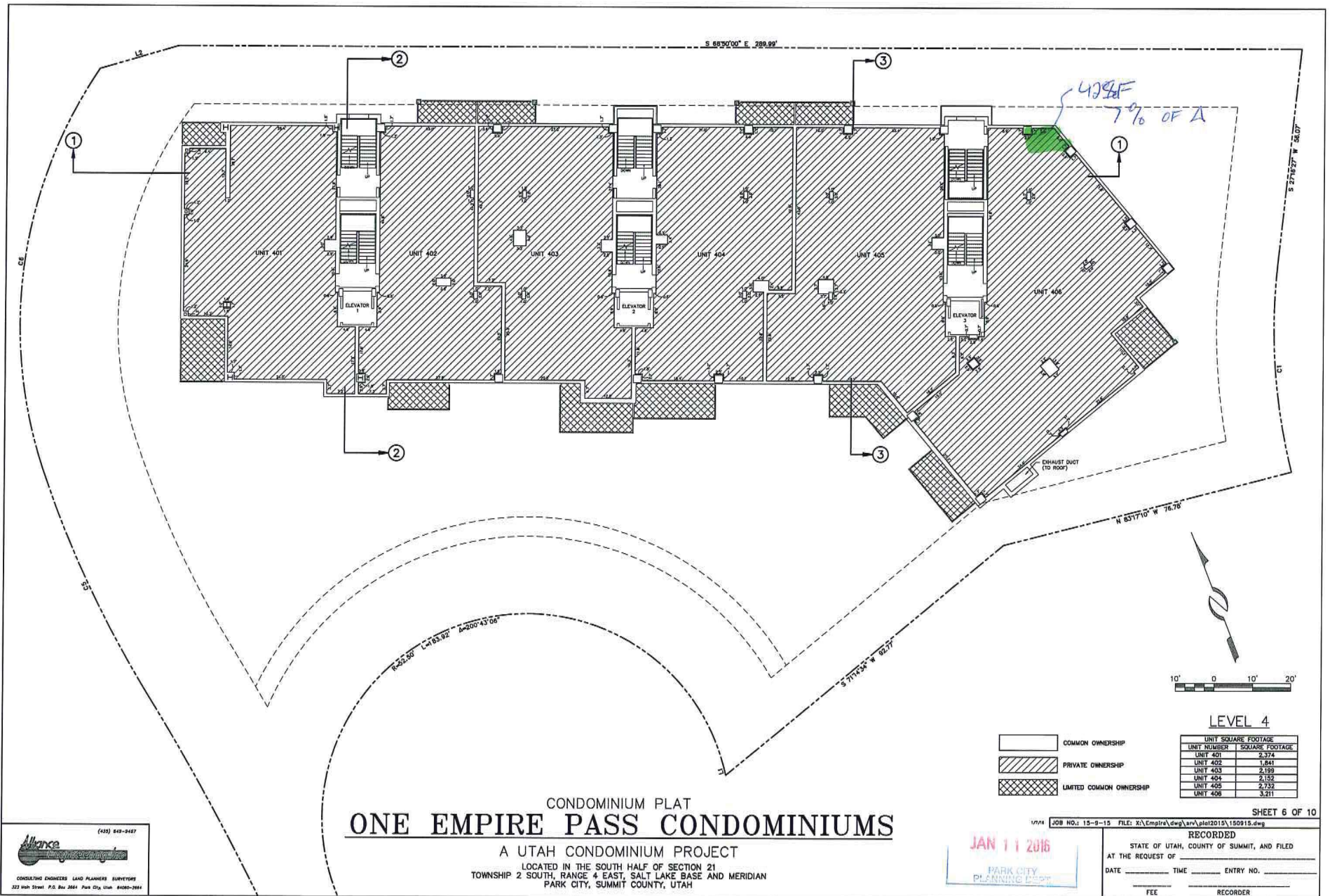
PARK CITY PLANNING DEPT.



(435) 648-9427

 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

 233 Main Street, P.O. Box 2049, Park City, Utah 84060-2049



CONDOMINIUM PLAT **ONE EMPIRE PASS CONDOMINIUMS**

A UTAH CONDOMINIUM PROJECT
 LOCATED IN THE SOUTH HALF OF SECTION 21
 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
 PARK CITY, SUMMIT COUNTY, UTAH

	COMMON OWNERSHIP
	PRIVATE OWNERSHIP
	LIMITED COMMON OWNERSHIP

LEVEL 4	
UNIT NUMBER	SQUARE FOOTAGE
UNIT 401	2,374
UNIT 402	1,841
UNIT 403	2,199
UNIT 404	2,152
UNIT 405	2,732
UNIT 406	3,211

SHEET 6 OF 10

JAN 11 2016

PARK CITY PLANNING DEPT

RECORDED

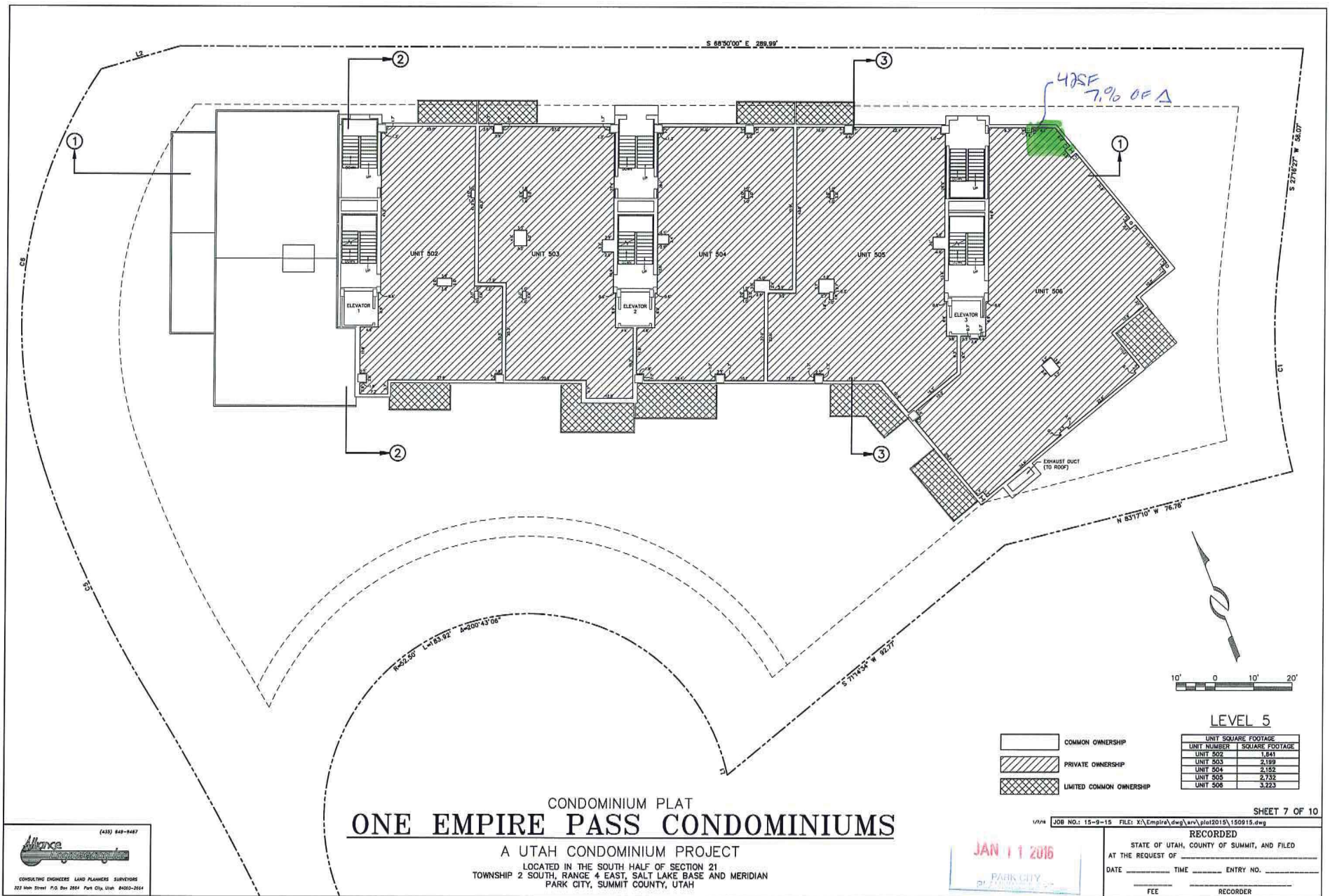
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

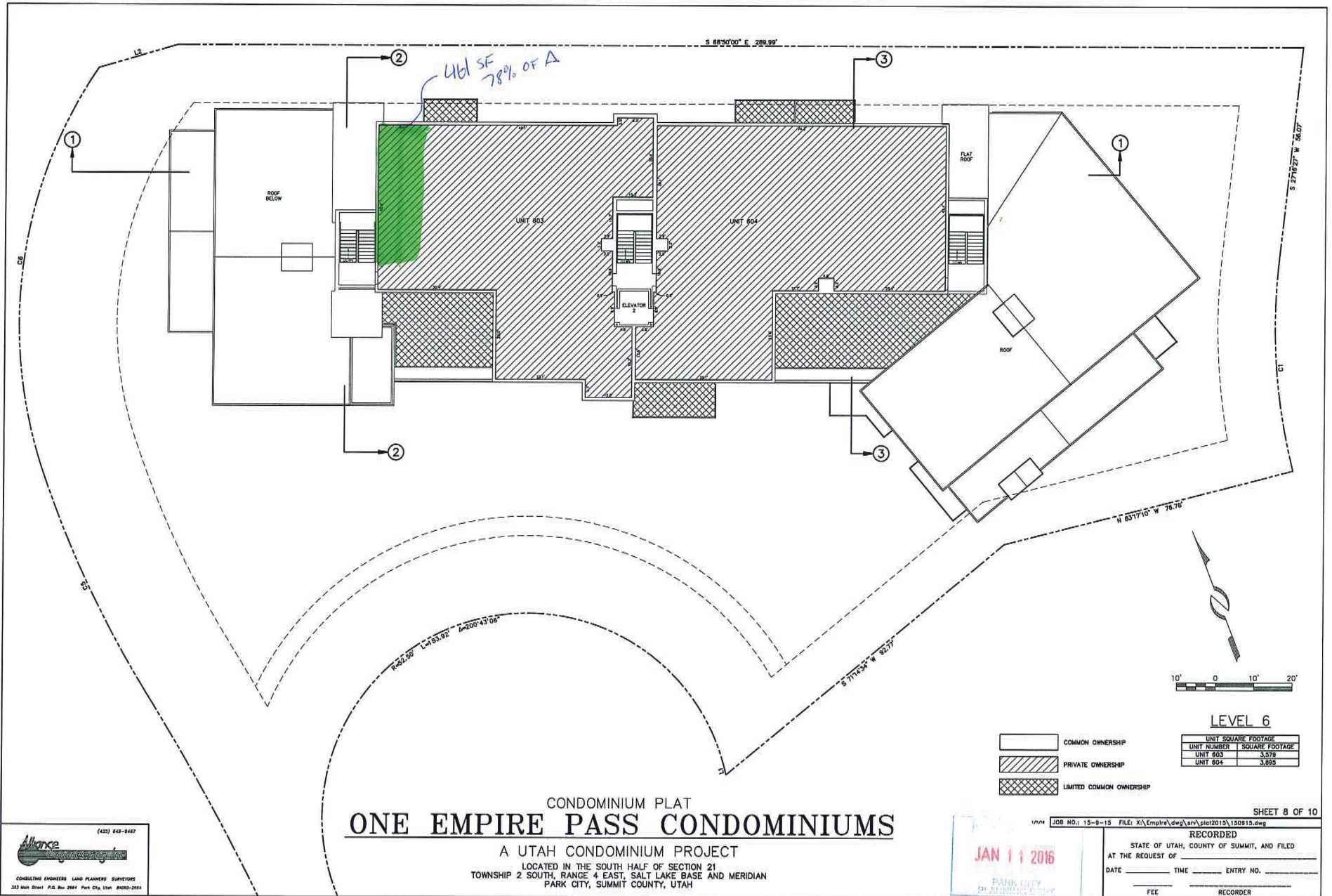
DATE _____ TIME _____ ENTRY NO. _____

FEE _____ RECORDER _____

Alliance
 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
 323 Main Street, P.O. Box 264 Park City, Utah 84060-0264
 (435) 949-0427



Alliance
 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
 322 Main Street P.O. Box 2854 Park City, Utah 84003-2854
 (435) 949-9427



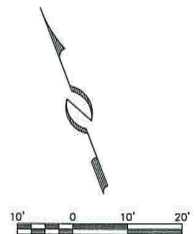
CONDOMINIUM PLAT **ONE EMPIRE PASS CONDOMINIUMS**

A UTAH CONDOMINIUM PROJECT
 LOCATED IN THE SOUTH HALF OF SECTION 21
 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
 PARK CITY, SUMMIT COUNTY, UTAH

	COMMON OWNERSHIP
	PRIVATE OWNERSHIP
	LIMITED COMMON OWNERSHIP

LEVEL 6

UNIT	SQUARE FOOTAGE
UNIT 603	3,579
UNIT 604	3,585



JOB NO.: 15-8-15 FILE: X:\Empire\dwg\arc\plat2015\150915.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

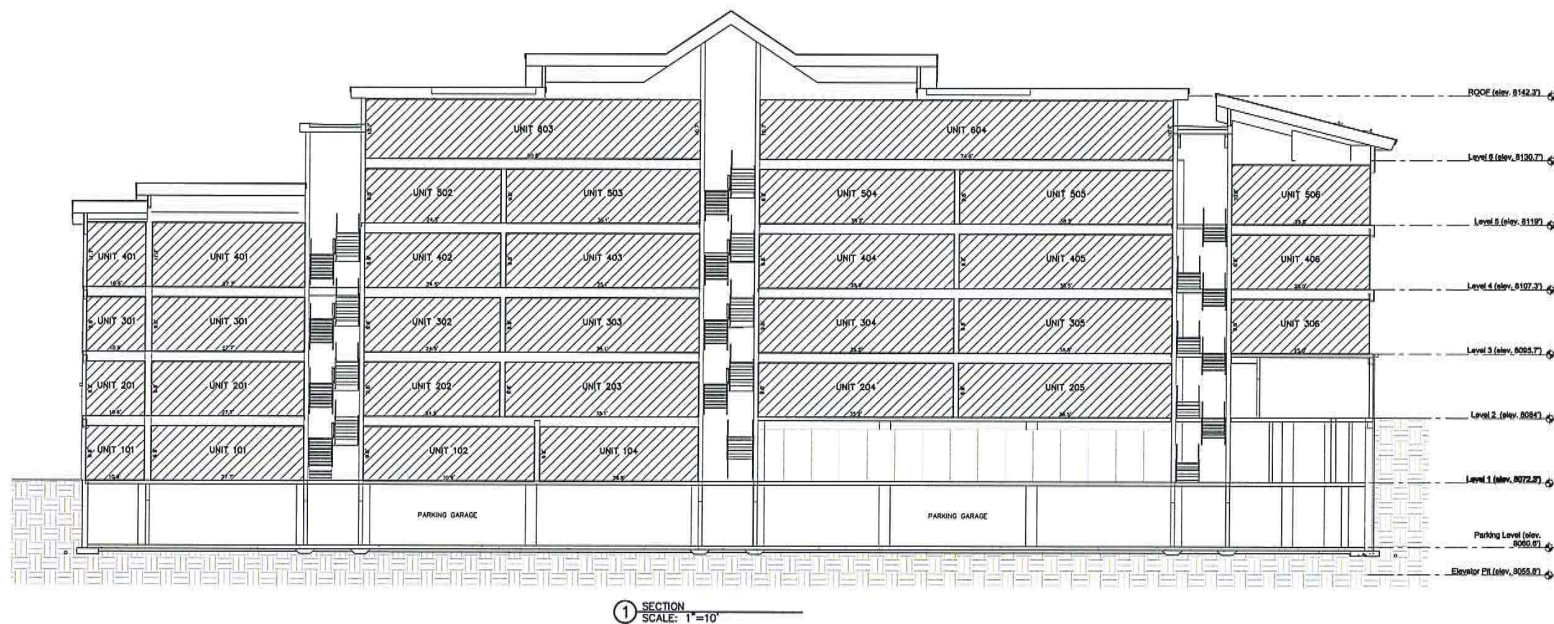
AT THE REQUEST OF _____

DATE _____ TIME _____ ENTRY NO. _____

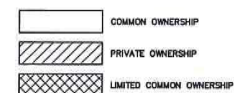
FEE _____ RECORDER _____

Alliance
 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
 223 Main Street P.O. Box 2689 Park City, Utah 84099-2689
 (435) 648-9487

SHEET 8 OF 10



CONDOMINIUM PLAT
ONE EMPIRE PASS CONDOMINIUMS
 A UTAH CONDOMINIUM PROJECT
 LOCATED IN THE SOUTH HALF OF SECTION 21
 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
 PARK CITY, SUMMIT COUNTY, UTAH



SHEET 9 OF 10

JOB NO.: 15-9-15 FILE: K:\Empire\dwg\serv\plot2015\150915.dwg

RECORDED

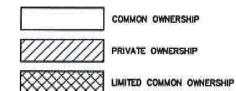
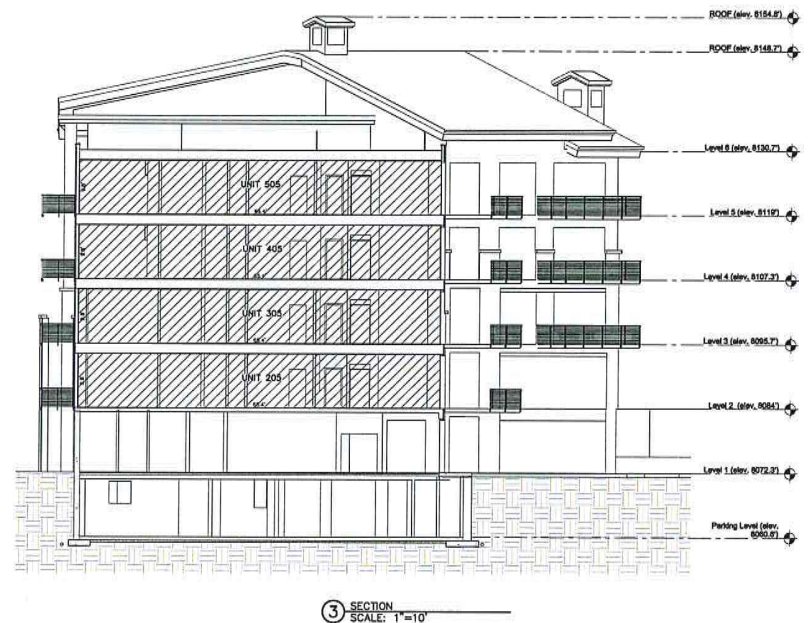
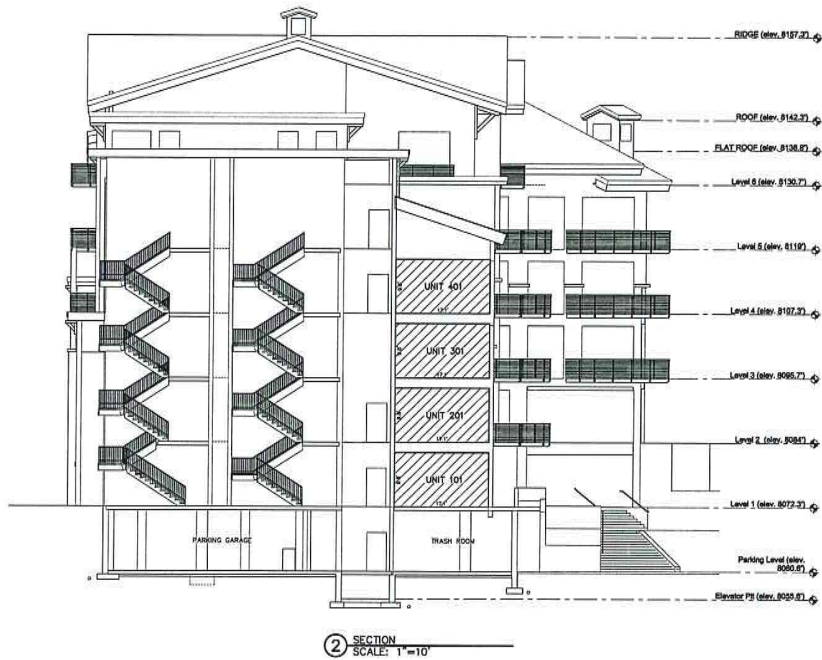
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
 AT THE REQUEST OF _____

DATE _____ TIME _____ ENTRY NO. _____

FEE _____ RECORDER _____

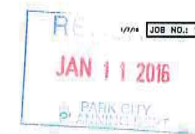


CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
 323 Main Street, P.O. Box 2889 Park City, Utah 84001-2889



CONDOMINIUM PLAT **ONE EMPIRE PASS CONDOMINIUMS**

A UTAH CONDOMINIUM PROJECT
 LOCATED IN THE SOUTH HALF OF SECTION 21
 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
 PARK CITY, SUMMIT COUNTY, UTAH



SHEET 10 OF 10

1/1/16 JOB NO.: 15-9-15 FILE: X:\Empire\dwg\env\plat2015\150915.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

DATE _____ TIME _____ ENTRY NO. _____

FEE _____ RECORDER _____

EXHIBIT B

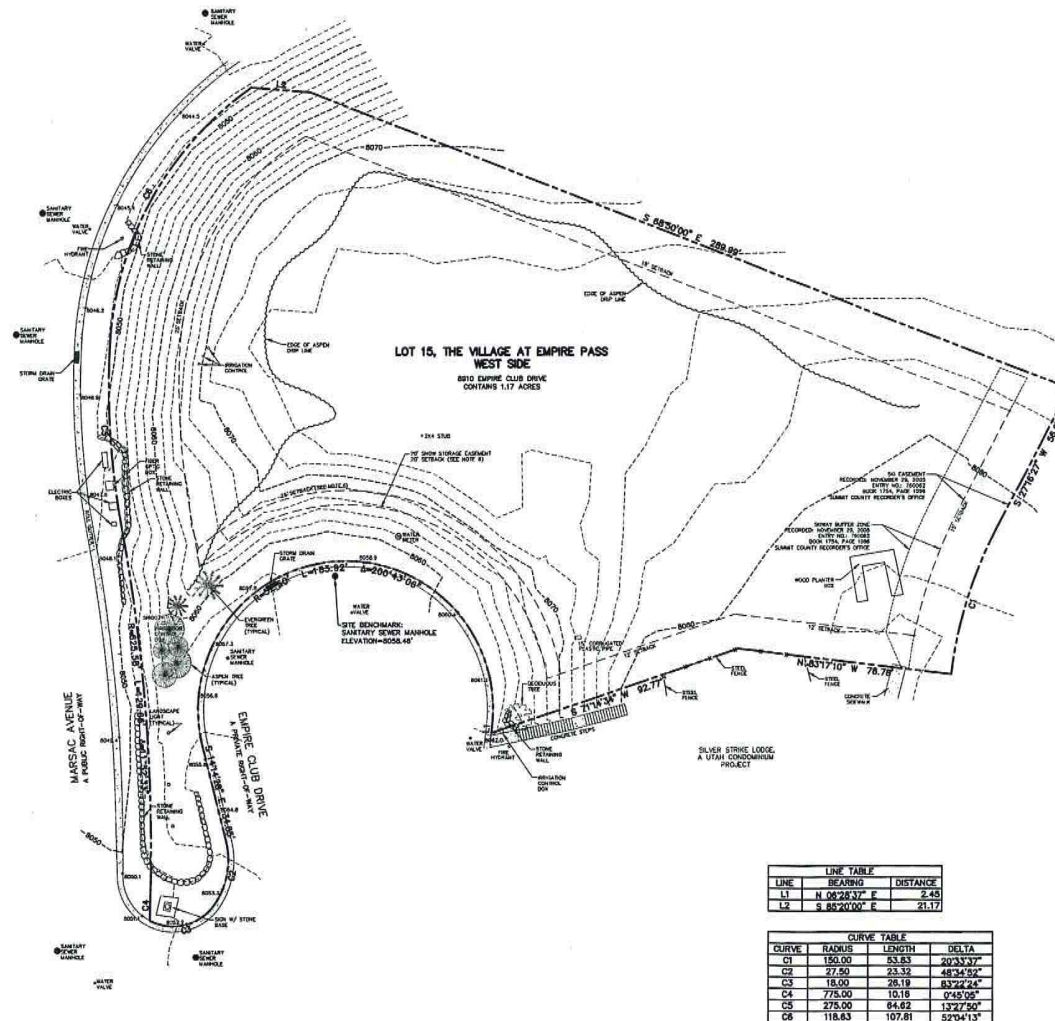


SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, do hereby certify that I am a registered land surveyor and that I hold certification no. 4936739 as prescribed under the laws of the State of Utah. I further certify that a topographic survey has been made under my direction of the lands shown and described hereon. I further certify that this topographic survey is a correct representation of the land surveyed at the time the field work was completed and is in compliance with generally accepted industry standards for accuracy.

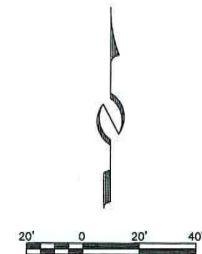
NOTES

1. Site Benchmark: Sanitary Sewer Manhole
Elevation=8058.46'
2. See record of survey plot for easements and restrictions.
3. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
4. This topographic map is based on a field survey performed on June 19, 2015.
5. Property corners were set or found during a previous survey.
6. The required 25' setback for master planned developments is measured from the Flagstaff annexation boundary. The internal setback lines shown hereon are standard RD zone setbacks. RD zone setbacks are as follows: 25' front yard (front facing garages), 20' front yard (residence), 12' side yard, & 15' rear yard.

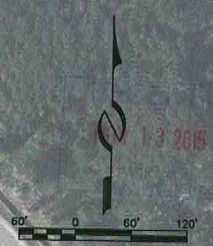


LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 06°28'37" E	2.43
L2	S 85°20'00" E	21.17

CURVE TABLE		
CURVE	RADIUS	LENGTH
C1	150.00	53.83
C2	27.50	23.32
C3	18.00	25.19
C4	775.00	10.18
C5	275.00	94.62
C6	118.63	107.81



 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street, P.O. Box 2584, Park City, Utah 84050-2584	(435) 649-9467 STAFF: MARSHALL KING MARTY MORRISON HARRISON HOLLEY	EXISTING CONDITIONS & TOPOGRAPHIC MAP LOT 15, THE VILLAGE AT EMPIRE PASS WEST SIDE, 8910 EMPIRE CLUB DRIVE FOR: EAST WEST PARTNERS JOB NO.: 7-2-15 FILE: X:\Empire\dwg\topo2015\070215.dwg	SHEET 1 OF 1
	DATE: 6/26/15		



 (435) 848-8487 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 123 Main Street P.O. Box 2004 Park City, Utah 84060-2004	STAFF: MICHAEL DEMKOWICZ MARSHALL KING	ONE EMPIRE PASS CONDOMINIUM AERIAL PHOTOGRAPH 8910 EMPIRE CLUB DRIVE	SHEET 1
	DATE: 11/15/15	FOR: EAST WEST PARTNERS JOB NO.: 15-9-15 FILE: \\cmprdr\dwg\env\plot2015\150915.dwg	

EXHIBIT C

JUROR'S CERTIFICATE

I, John Demkowicz, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed under the laws of the State of Utah. I further certify that by the authority of the owner I have made a survey of the tract of land shown on this plat and described herein and subdivided said tract of land into lots, privately owned, and have caused the same to be recorded in the public records of the State of Utah, and that the same has been or will be correctly located on the ground as shown on this plat. I further certify this plat accurately represents the surveyed property.

John Demkowicz
Date 6/15/05

BOUNDARY DESCRIPTION

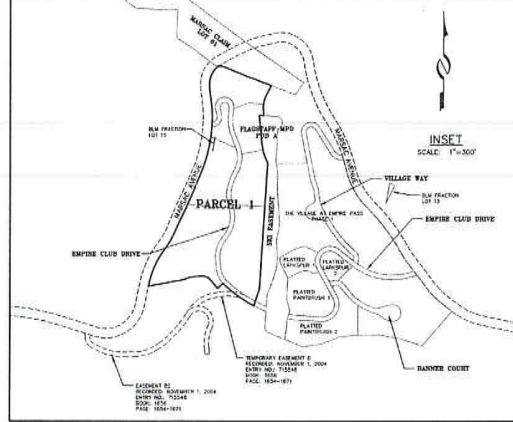
PARCEL 1

A parcel of land located in the south half of Section 21 and the northwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is North 88°09'24" East 81.3 feet along section line and North 262.11 feet from the north corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 27°19'22" West 56.07 feet to a point on a curve to the left having a radius of 150.00 feet, of which the radius point bears South 02°43'33" East; thence along the arc of said curve 75.83 feet through a central angle of 28°57'57" to a point of compound curve to the left having a radius of 300.00 feet, of which the radius point bears North 08°18'30" East; thence southerly along the arc of said curve 20.22 feet through a central angle of 02°51'42"; thence South 05°31'11" East 17.15 feet; thence North 88°18'45" West 25.33 feet; thence South 02°31'11" East 157.74 feet to a point on a curve to the left having a radius of 200.00 feet, of which the radius point bears North 84°26'48" East; thence along the arc of said curve 92.29 feet through a central angle of 21°09'04" to a point of reverse curve to the right having a radius of 79.77 feet, of which the radius point bears South 63°17'44" West; thence southerly along the arc of said curve 11.44 feet through a central angle of 08°13'06"; thence South 03°43'15" West 67.52 feet to a point on a non-tangent curve to the left having a radius of 1025.00 feet, of which the radius point bears South 70°22'23" East; thence southerly along the arc of said curve 38.87 feet through a central angle of 02°10'21"; thence South 12°27'15" West 31.80 feet to a point on the northerly right-of-way of Empire Club Drive as shown and dedicated on the Village at Empire Pass, Phase 1, recorded November 24, 2004, on 8718034, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; thence South 17°27'15" West 25.38 feet to a point on the southerly right-of-way of Empire Club Drive, said point also being on a non-tangent curve to the right having a radius of 812.50 feet, of which the radius point bears North 27°15'53" East; thence northwesterly along the arc of said curve 199.71 feet through a central angle of 14°05'00" to a point of compound curve to the right having a radius of 137.50 feet, of which the radius point bears North 41°20'53" East; thence northwesterly along the arc of said curve 12.52 feet through a central angle of 05°13'06"; thence South 46°33'59" West 40.00 feet; thence North 41°37'40" West 65.38 feet to a point on a curve to the left having a radius of 50.00 feet, of which the radius point bears South 48°22'20" West; thence along the arc of said curve 44.97 feet through a central angle of 51°32'04"; thence South 65°50'16" West 44.62 feet to a point on a curve to the left having a radius of 137.50 feet, of which the radius point bears South 03°09'44" East; thence along the arc of said curve 60.72 feet through a central angle of 27°18'01"; thence South 79°50'48" West 195.18 feet to a point on a non-tangent curve to the right having a radius of 509.74 feet, of which the radius point bears South 78°17'48" East; said point also being on the easterly boundary of Morsec County, Utah, recorded 8623451; thence along the easterly boundary of Morsec County, Utah, recorded 8623451, following seven (7) courses: 1) northerly along the arc of said curve 234.19 feet through a central angle of 26°19'27" to a point of reverse curve to the left having a radius of 375.00 feet, of which the radius point bears North 51°26'21" West; thence 2) northerly along the arc of said curve 93.78 feet through a central angle of 14°19'44"; thence 3) North 23°43'50" East 357.98 feet to a point on a curve to the left having a radius of 775.00 feet, of which the radius point bears North 05°10'00" West; thence 4) along the arc of said curve 304.84 feet through a central angle of 22°32'40" to a point of compound curve to the left having a radius of 825.58 feet, of which the radius point bears North 88°48'45" West; thence 5) northerly along the arc of said curve 129.66 feet through a central angle of 11°52'33" to a point of reverse curve to the right having a radius of 275.00 feet, of which the radius point bears North 78°18'42" East; thence 6) northerly along the arc of said curve 84.82 feet through a central angle of 13°27'50" to a point of compound curve to the right having a radius of 1186.5 feet, of which the radius point bears South 87°13'28" East; thence 7) northerly along the arc of said curve 107.81 feet through a central angle of 02°04'13" to a point on the northerly side of the Little Mc mining claim, Lot 5.34 in the Ute Mining District; thence along the northerly side of the Little Mc mining claim the following two (2) courses: 1) South 85°20'00" East 21.17 feet; thence 2) South 65°50'00" East 289.99 feet to the point of beginning.

Description contains 10.52 acres, more or less.

MOUNITY MAP



NOTES:

- All building setbacks from property lines or to be the residential development zone (RZD) minimums unless approved otherwise by the Village of Empire Pass Master Plan Development.
- Continued use permit approval will be required prior to construction on each of the development lots shown herein.
- A dedication of condemnation and a record of survey of condemnation will be required for the purpose of the sale of individual units within the development lots shown herein.
- All utility and lot easements adjacent to or crossing across the lots, as shown herein, are for public use. No improvements may be made to these public utility easements without the approval of the Village of Empire Pass Master Plan Development.
- The Empire Pass Master Plan Development, Inc. ("the Master Association") together with the Master Development of Condemnation, Conditions, and Restrictions of Empire Pass ("Master Development") reserves the membership of each lot owner. Members are subject to the terms of its articles of incorporation, its bylaws, and the rules and regulations that may be established from time to time by the Master Association, including assessments.
- The operation and maintenance responsibilities for the public lot, taking, and taking that may be established across the lots shown herein are set forth in the Master Development.
- Public safety access and public utility easements are hereby dedicated for all public and private roads, emergency access roads, and private easements.
- The property is located within a water source protection zone. All sewer construction must comply with the State of Utah drinking water regulations.
- A 20' snow storage easement is hereby dedicated along the frontage of lots.
- A line extension agreement (LEA) will be required to be filed with the State of Utah Department of Transportation (UDOT) with the development of each lot.
- Empire Club Drive is a private road to be owned, operated, maintained and repaired by the Master Association for the use and benefit of the residents of the Village at Empire Pass. It is to be used for the purpose of the Master Development. Empire Club Drive is not a public road or right-of-way. The Board of Survey and Map and the Master Association shall have the right to use Empire Club Drive or create any easements on the part of the Master Association. The Master Association shall have the right to use Empire Club Drive or create any easements on the part of the Master Association. The Master Association shall have the right to use Empire Club Drive or create any easements on the part of the Master Association.
- At the time of any recording of Empire Club Drive, the Master Association is responsible to adjust wastewater treatment to comply with the State of Utah Department of Transportation (UDOT) standards. Maintenance adjustment of manholes within private roadways included as part of specific developments shall be the responsibility of the Master Association for such development.
- The Master Association shall be responsible for the maintenance and replacement of all sanitary sewer laterals situated within Empire Club Drive or the SPMD easement shown herein. The Master Association shall have the right to assume the cost of such maintenance and repair to private lots, units, or condominium associations served by such laterals, in accordance with the Master Development.
- The easement in favor of the Jordanian Special Service District is for a water main tunnel situated approximately 500 feet below the surface of the property.
- All property corners to be set along Empire Club Drive will be set at the intersection of the 6.5' wide public and private utility easement and the lot line or as shown herein.
- Any landscaping shall utilize either no irrigation or water efficient irrigation, limited turf, and limited disturbance.
- The maintenance of the water system is the private responsibility of the Empire Pass Master Association.
- The utility of the Village of Empire Pass West Side are served by a Common Private Lateral Wastewater Line. The Empire Pass Master Association shall be responsible for ownership, operation and maintenance of the Common Private Lateral Wastewater Line.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT EMPIRE MOUNTAIN VILLAGE, LLC, a Delaware limited liability company, the owner of a portion of the tract of land described herein as THE VILLAGE AT EMPIRE PASS, WEST SIDE, including a 25 foot wide Public & Private Utility Easement & Private Road Right-of-Way to be known as EMPIRE CLUB DRIVE, hereby certifies that it has caused this Subdivision Plat consisting of two (2) sheets to be prepared, does hereby consent to the recording of this Subdivision Plat, and does hereby dedicate as a public and private utility easement the 8.5 foot wide parcel of property situated on either side of Empire Club Drive as shown herein.

In witness whereof the undersigned has executed this certificate and dedication this 15th day of June, 2005.

EMPIRE MOUNTAIN VILLAGE, LLC,
A Delaware limited liability company
By W. H. HOLDING CORP. II
Its Manager

By W. H. HOLDING CORP. II
Title Manager

ACKNOWLEDGMENT

This instrument was acknowledged before me this 15th day of June, 2005 by W. H. HOLDING CORP. II, the Manager of EMPIRE MOUNTAIN VILLAGE, LLC, a Delaware limited liability company.

W. H. HOLDING CORP. II
Notary Public commissioned in Utah

W. H. HOLDING CORP. II
My commission expires 12/31/07

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT UNITED PARK CITY WINES COMPANY, a Delaware corporation, the owner of a portion of the tract of land described herein as THE VILLAGE AT EMPIRE PASS, WEST SIDE, including a 25 foot wide Public & Private Utility Easement & Private Road Right-of-Way to be known as EMPIRE CLUB DRIVE, hereby certifies that it has caused this Subdivision Plat consisting of two (2) sheets to be prepared, does hereby consent to the recording of this Subdivision Plat, and does hereby dedicate as a public and private utility easement the 8.5 foot wide parcel of property situated on either side of Empire Club Drive as shown herein.

In witness whereof the undersigned has executed this certificate and dedication this 15th day of June, 2005.

UNITED PARK CITY WINES COMPANY
A Delaware corporation
By W. H. HOLDING CORP. II
Title Manager

ACKNOWLEDGMENT

This instrument was acknowledged before me this 15th day of June, 2005 by W. H. HOLDING CORP. II, the Manager of EMPIRE MOUNTAIN VILLAGE, LLC, a Delaware corporation.

W. H. HOLDING CORP. II
Notary Public commissioned in Utah

W. H. HOLDING CORP. II
My commission expires 12/31/07

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT MOUNTAIN DEVELOPMENTS I, INC., a Delaware corporation, the owner of a portion of the tract of land described herein as THE VILLAGE AT EMPIRE PASS, WEST SIDE, including a 25 foot wide Public & Private Utility Easement & Private Road Right-of-Way to be known as EMPIRE CLUB DRIVE, hereby certifies that it has caused this Subdivision Plat consisting of two (2) sheets to be prepared, does hereby consent to the recording of this Subdivision Plat, and does hereby dedicate as a public and private utility easement the 8.5 foot wide parcel of property situated on either side of Empire Club Drive as shown herein.

In witness whereof the undersigned has executed this certificate and dedication this 15th day of June, 2005.

MOUNTAIN DEVELOPMENTS I, INC.
A Delaware corporation
By W. H. HOLDING CORP. II
Title Manager

ACKNOWLEDGMENT

This instrument was acknowledged before me this 15th day of June, 2005 by W. H. HOLDING CORP. II, the Manager of EMPIRE MOUNTAIN VILLAGE, LLC, a Delaware corporation.

W. H. HOLDING CORP. II
Notary Public commissioned in Utah

W. H. HOLDING CORP. II
My commission expires 12/31/07

SUBDIVISION PLAT THE VILLAGE AT EMPIRE PASS WEST SIDE

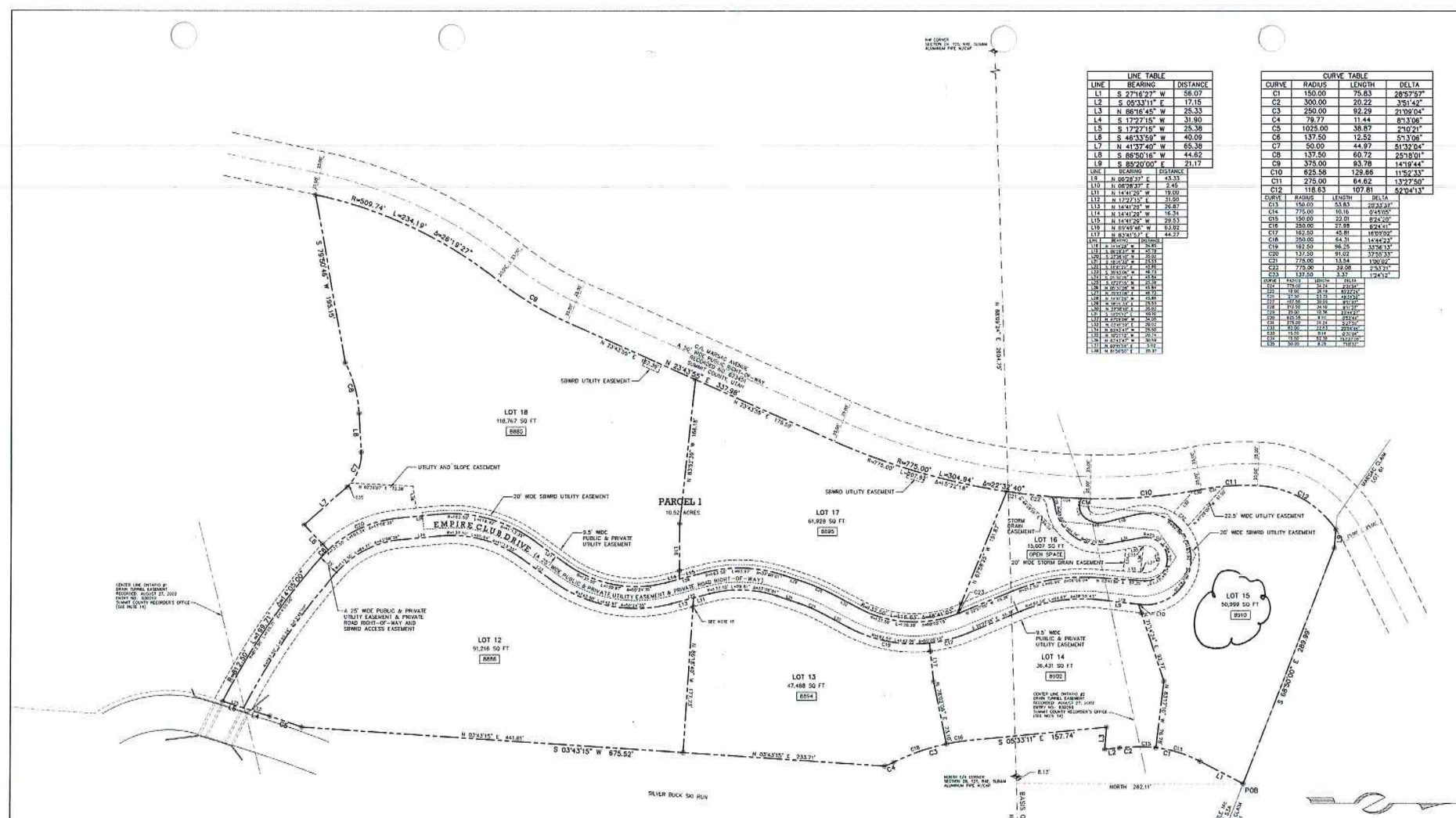
LOCATED IN SECTIONS 21 AND 28,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SYNDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
REVIEWED FOR CONFORMANCE TO SYNDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS <u>15th</u> DAY OF <u>June</u> , 2005 A.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS <u>15th</u> DAY OF <u>June</u> , 2005 A.D.	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS <u>15th</u> DAY OF <u>June</u> , 2005 A.D.	APPROVED AS TO FORM THIS <u>15th</u> DAY OF <u>June</u> , 2005 A.D.	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY THE PARK CITY COUNCIL THIS <u>15th</u> DAY OF <u>June</u> , 2005 A.D.	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS <u>15th</u> DAY OF <u>June</u> , 2005 A.D.	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF <u>Park City Title</u> DATE <u>8/24/05</u> TIME <u>11:02 AM</u> PAGE <u>1</u>
BY <u>W. H. HOLDING CORP. II</u> O.S.B.W.R.D.	BY <u>W. H. HOLDING CORP. II</u> CHAIRMAN	BY <u>W. H. HOLDING CORP. II</u> PARK CITY ENGINEER	BY <u>W. H. HOLDING CORP. II</u> PARK CITY ATTORNEY	BY <u>W. H. HOLDING CORP. II</u> PARK CITY RECORDER	BY <u>W. H. HOLDING CORP. II</u> MAYOR	FEE <u>664.00</u> RECORDED

NE CORNER
SECTION 21, T2S, R4E, S4M
ADJACENT PLY PLAT

LINE	BEARING	DISTANCE
L1	S 27°16'27" W	58.07
L2	S 08°33'11" E	17.15
L3	N 08°16'43" W	25.33
L4	S 17°27'15" W	31.90
L5	S 17°27'15" W	25.35
L6	S 48°33'58" W	40.09
L7	N 41°37'40" W	85.36
L8	S 88°50'18" W	44.62
L9	S 88°20'00" E	21.17
L10	N 08°28'37" E	43.33
L11	N 08°28'37" E	2.45
L12	N 14°41'25" W	19.00
L13	N 14°41'25" W	19.00
L14	N 14°41'25" W	26.87
L15	N 14°41'25" W	16.74
L16	N 14°41'25" W	23.53
L17	N 89°45'46" W	63.52
L18	N 89°45'46" E	46.72
L19	N 89°45'46" E	10.00
L20	N 89°45'46" E	10.00
L21	N 89°45'46" E	10.00
L22	N 89°45'46" E	10.00
L23	N 89°45'46" E	10.00
L24	N 89°45'46" E	10.00
L25	N 89°45'46" E	10.00
L26	N 89°45'46" E	10.00
L27	N 89°45'46" E	10.00
L28	N 89°45'46" E	10.00
L29	N 89°45'46" E	10.00
L30	N 89°45'46" E	10.00
L31	N 89°45'46" E	10.00
L32	N 89°45'46" E	10.00
L33	N 89°45'46" E	10.00
L34	N 89°45'46" E	10.00
L35	N 89°45'46" E	10.00
L36	N 89°45'46" E	10.00
L37	N 89°45'46" E	10.00
L38	N 89°45'46" E	10.00
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L40	N 89°45'46" E	10.00
L41	N 89°45'46" E	10.00
L42	N 89°45'46" E	10.00
L43	N 89°45'46" E	10.00
L44	N 89°45'46" E	10.00
L45	N 89°45'46" E	10.00
L46	N 89°45'46" E	10.00
L47	N 89°45'46" E	10.00
L48	N 89°45'46" E	10.00
L49	N 89°45'46" E	10.00
L50	N 89°45'46" E	10.00

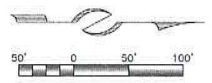
CURVE	RADIUS	LENGTH	DELTA
C1	150.00	75.83	28°57'57"
C2	300.00	20.22	38°14'2"
C3	250.00	82.28	21°02'04"
C4	78.77	11.44	81°33'06"
C5	1025.00	38.87	21°02'1"
C6	137.50	12.52	31°13'06"
C7	50.00	44.87	81°32'04"
C8	137.50	60.72	25°18'01"
C9	375.00	93.78	14°19'44"
C10	825.58	138.65	11°52'13"
C11	275.00	64.62	13°27'50"
C12	118.83	107.81	52°04'13"



SUBDIVISION PLAT THE VILLAGE AT EMPIRE PASS WEST SIDE

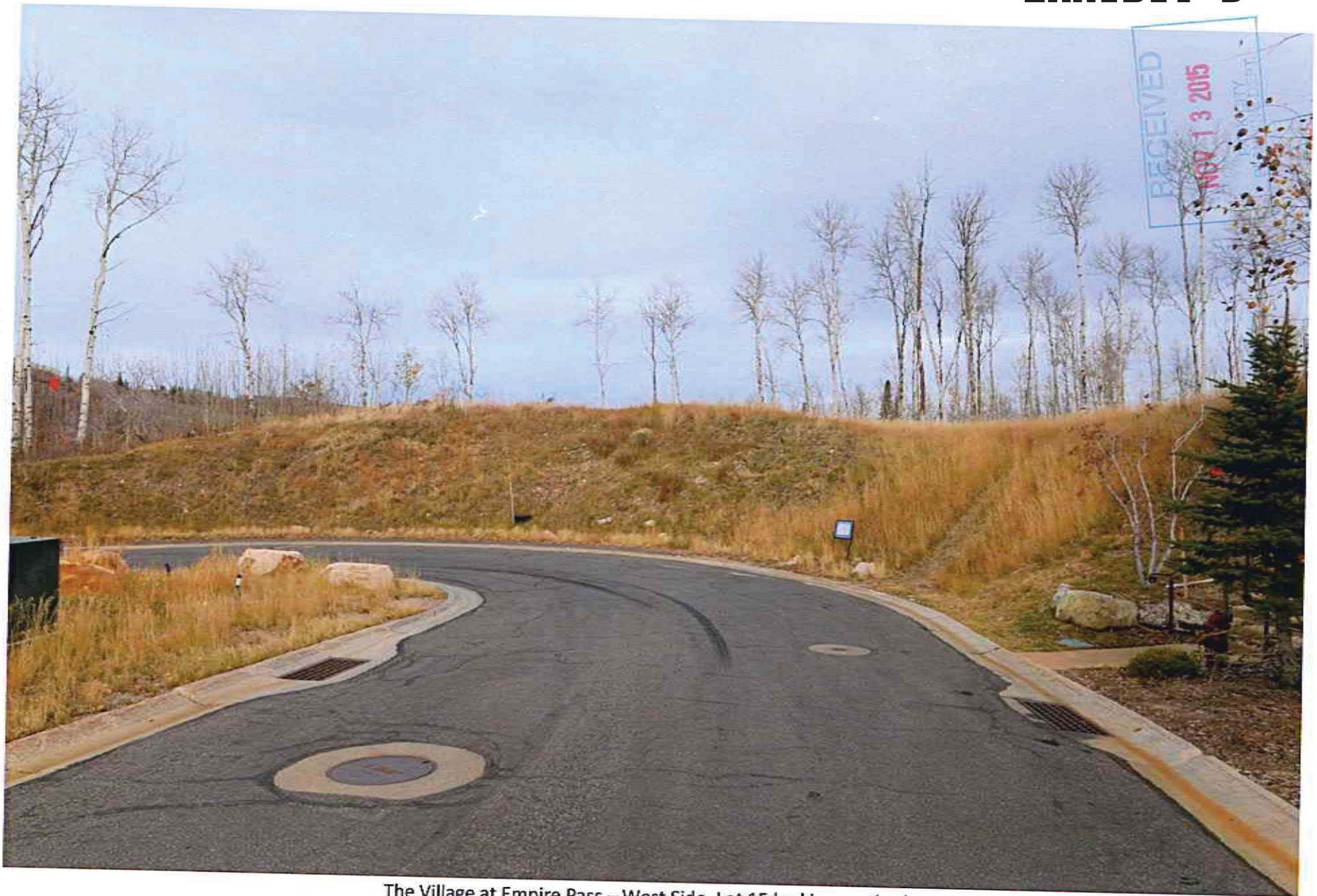
LOCATED IN SECTIONS 21 AND 28,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

LEGEND
8895 Street address on Empire Club Drive
Property corner to be set



SHEET 2 OF 2

446744
RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF Park City Title
DATE 6-12-05, TIME 4:02 PM, BOOK 162, PAGE 16
FEE \$67.00
SPICER, K. A. BOWEN, Deputy
RECORDER



The Village at Empire Pass – West Side, Lot 15 looking northerly



The Village at Empire Pass – West Side, Lot 15 looking southeasterly



The Village at Empire Pass – West Side, Lot 15 looking easterly

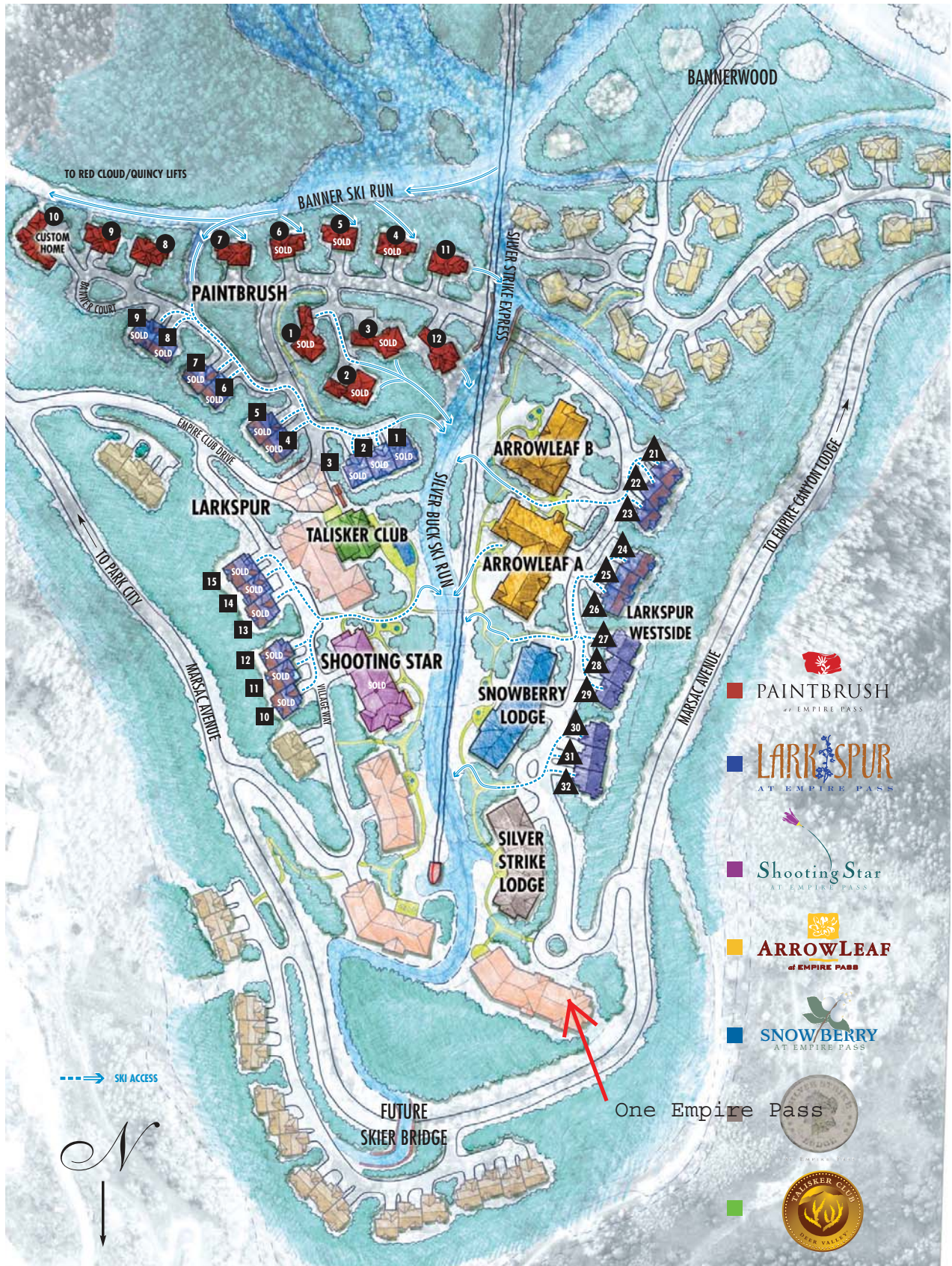


The Village at Empire Pass – West Side, Lot 15 looking westerly

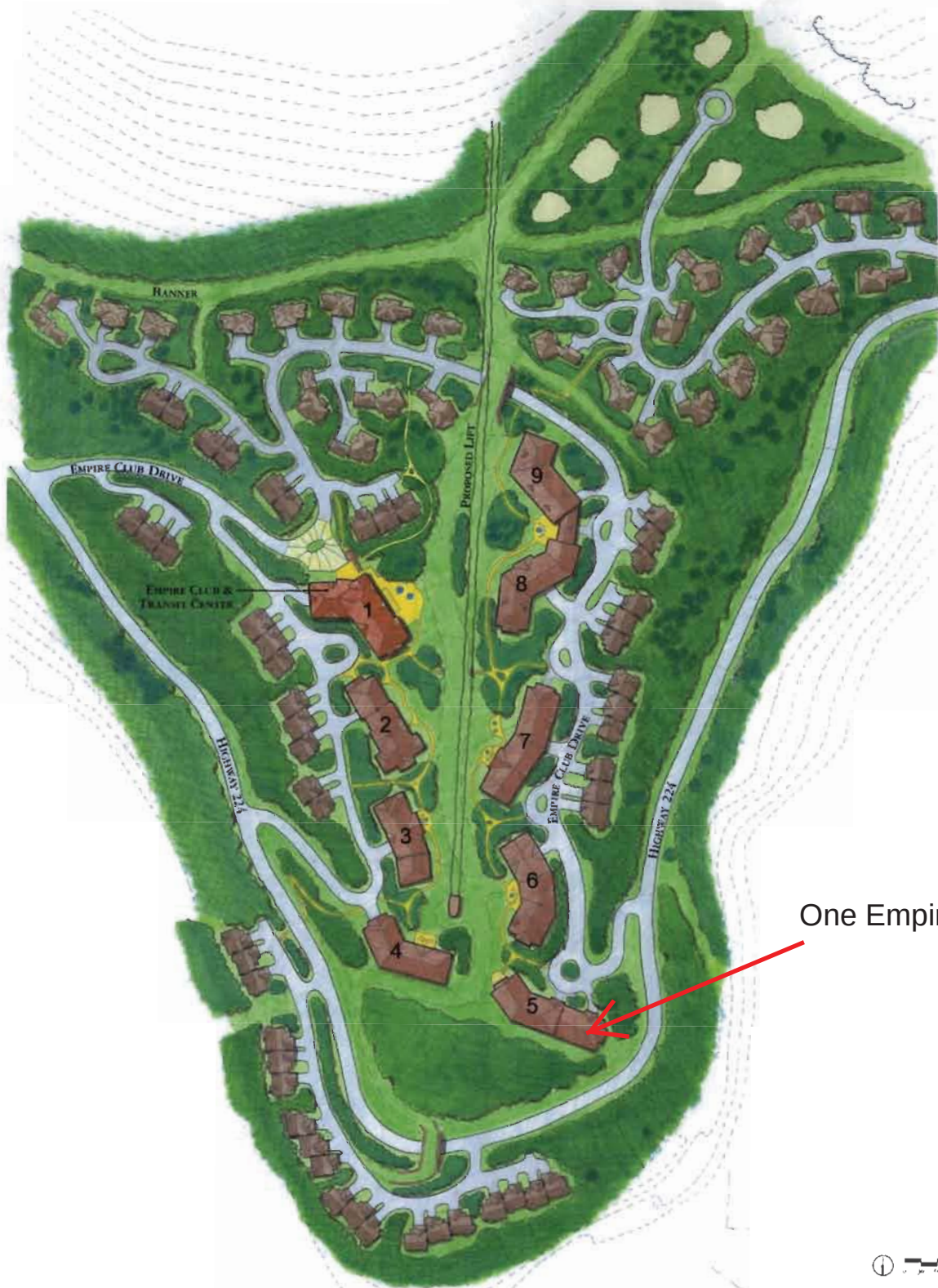


THE VILLAGE

AT EMPIRE PASS



This illustration is an artist's rendering based on East West Partners' current proposed development concepts, which continue to evolve and are subject to change without notice. No guarantee is made that the facilities and features depicted will be constructed or that, if constructed, the number, type, size, and location will be as depicted on this illustration. Access to and use of certain areas may be restricted and subject to the payment of additional fees and restrictions. The common and surrounding properties will undergo continuing growth and development, and conditions within sight may change. This illustration does not show the legal boundaries of the community; please refer to the recorded plats. Because East West Partners does not own or control the land outside the boundary of the community, East West Partners does not guarantee the accuracy of any matters or conditions shown on this illustration outside the boundary of the community and/or the current or future uses of those properties.



One Empire Pass

Master Plan - Summer

May 6, 2006

HART HOWERTON
Landscape Architecture
1000 North 2000 West
Salt Lake City, UT 84119

THE VILLAGE AT EMPIRE PASS
Park City, Utah



DATE: February 25, 2016

TO HONORABLE MAYOR AND COUNCIL

On March 26, 2015 Council directed staff to complete the Historic Preservation Plan, procure a more formal structural analysis of the McPolin Barn, and gather community input to help inform any future dialogue and decisions on farm uses. Council should review the update from the design team on the proposed structural improvements and approve the award of Pre-construction Services Contract for the McPolin Barn Structural Upgrades project to the committee selected Construction Manager. The structural upgrades to the McPolin Barn help to meet City Council's desired outcomes, notably historic preservation.

Respectfully:

Matthew Twombly, Senior Project Manager

City Council Staff Report



Subject: McPolin Barn Structural Upgrade Update and
Preconstruction Services - Construction
Manager at Risk Agreement Award

Author: Matthew A. Twombly

Department: Sustainability

Date: February 25, 2016

Type of Item: Administrative – Award of Contract

Summary Recommendations:

Review the update from the design team of CRSA and authorize the City Manager to enter into a Construction Manager at Risk (CMAR) agreement in a form approved by the City Attorney's Office with Hogan and Associates, Inc., in the amount of Twenty One Thousand Nine Hundred Dollars (\$21,900).

Executive Summary:

On March 26, 2015 Council directed staff to complete the Historic Preservation Plan, procure a more formal structural analysis of the barn, and gather community input to help inform any future dialogue and decisions on farm uses. Council should review the update from the design team on the proposed structural improvements and approve the award of Pre-construction Services Contract for the McPolin Barn Structural Upgrades project to the committee selected Construction Manager. The structural upgrades to the McPolin Barn help meet City Council's desired outcomes, notably historic preservation.

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Balance between tourism and local quality of life + Varied and extensive event offerings + Multi-seasonal destination for recreational opportunities + Internationally recognized & respected brand	+ Abundant preserved and publicly-accessible open space + Enhanced conservation efforts for new and rehabilitated buildings ~ Reduced municipal, business and community carbon footprints	+ Preserved and celebrated history; protected National Historic District + Entire population utilizes community amenities + Community gathering spaces and places + Entire population utilizes community amenities + Vibrant arts and culture offerings	+ Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Positive 	Very Positive 	Positive
Comments:				

Acronyms in this Report:

CIP	Capital Improvement Program
CMAR	Construction Manager at Risk
HDDR	Historic District Design Review
PCMC	Park City Municipal Corporation
RFP	Request for Proposals
RFQ	Request for Qualifications

Background:

Given the Council's interest and commitment at the January 29, 2015 meeting to protect and preserve the Barn structure via some type of structural retrofit, staff included a placeholder in the proposed FY 2016 Capital Improvement Plan for \$800,000. Since then, staff received the more formal BHB structural assessment, including several different options for a possible retrofit/upgrade.

At the June 11, 2015, Council meeting staff presented a manager's report with an overview of the options. Staff recommended a code level upgrade. The upgrade maintains existing uses, allows temporary occupation of less than 50 people, and requires no new systems (i.e. mechanical) for human occupancy or use such as offices. The upgrades will likely include limited removal/reinstall of siding materials for structural placement, removal of the cable bracing support system inside the barn, new steel structural framing, micropile footings, foundation work, concrete and masonry improvements, new roof trusses and shingles, as well as patch and repair landscaping.

Staff believes the proposed upgrades best addresses Council direction to preserve and protect the barn without requiring changing the existing Conditional Use Permit, while allowing a limited number of people to tour the inside of the barn. The upgrades will not allow the building to be "occupied" for any other uses such as an office, meetings...

During the pre-construction services phase the construction manager working with the design team of CRSA and staff will review the proposed structural upgrade schematic design and provide a cost estimate. The cost estimate will help determine any additional budget request for FY 2017. Currently there is \$800,000 budgeted in the McPolin Barn Structural Upgrade CIP account.

The proposed construction manager pre-construction services consist of participating in regular design team meetings, site investigations, scheduling, develop methods for the upgrade work, cost estimating value engineering, and help the team with the Historic District Design Review drawings, design and preservation plan. At about 80% construction documents the construction manager will develop a Guaranteed Maximum Price (GMP) for the project. Prior to the start of construction

Analysis:

The Request for Qualifications/Proposals (RFQ/RFP) was advertised on January 20th and 23rd, 2016 in the Park Record and 19th and 20th in the Salt Lake Tribune. Additionally, the RFP was posted on the City's website, e-notify and Utah Legals website.

A selection committee included the following participants:

PCMC:

Denise Carey
Anya Grahm (Friends of Farm)
Chris Morgan (Friends of Farm)
Jarren Chamberlain
Matt Twombly

CRSA:

Steve Cornell
John Ewanowski

BHB Structural Engineers:

Brett Goodman

Two (2) firms responded and their proposals are as follows:

	Pre-con	CM Fee	General Conditions (est)	Bond
Hogan	\$21,900	7.5%	\$99,375	1%
Northridge	\$17,500	8%	\$110,170	1%

The selection committee interviewed both firms on February 16, 2016. Selection of the consulting firm was based on the following criteria:

- Experience on historic buildings.
- Experience with historic construction techniques
- Strength of individuals committed to the project
- Experience with construction manager/general contractor or CMAR delivery
- Availability and communications
- Strength of addressing PCMC concerns, HDDR process
- Other services/cost proposed

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

any competitive quotes for items of work between \$15,000 and the State Code amount (approximately \$135,000) will use the City's Local Bidder Preference.

The Construction Manager/General Contractor (CM/GC) is also referred to as a Construction Manager at Risk (CMAR) and the terms are interchangeable. The CM/GC construction method is different from the traditional Design-Bid-Build method in that the contractor is brought on board during the design phase as a professional service provider to work with the project team to help reduce construction costs, improve quality control and most importantly improve schedule with early mobilization and phased bidding and construction.

The CMAR contract at this time is for preconstruction services of \$21,900. The \$21,900 is below the amount requiring Council award; however this CMAR contract will be amended to a contract of \$800,000 to \$1 million. At the point where 80-90% of construction documents are prepared, the Construction Manager will bid the project consistent with State code and City policies. The Construction Manager will then propose a Guaranteed Maximum Price (GMP) that includes a detailed schedule of work and costs based on the subcontractor bids, General Conditions, Construction Manager's Fee, Bonds and a Contingency. Staff will return to Council for award of the Amendment #1 to the CMAR Agreement for the GMP. If the GMP is \$1 million, included in the GMP we will pay the Construction Manager a fee of \$75,000 (7.5%) plus an estimated \$99,375 (to be finalized at the GMP proposal) in general conditions, an estimated \$10,000 in bonds and a percentage held in contingency. The rest of the GMP would be based on subcontractor bid amounts of which the construction management firm may bid on subcontracts for the work.

Department Review:

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

Alternatives:

A. Approve:

Approve the request, and authorize the City Manager to execute the Construction Manager at Risk agreement in a form approved by the City Attorney's Office with CRSA Inc., in the amount of Twenty One Thousand Nine Hundred Dollars (\$21,900): (Staff recommendation)

B. Deny:

Council could choose to not continue with the project at this time.

C. Modify:

Council could choose to modify the project, which would likely delay the schedule.

D. Continue the Item:

Council may feel there is not enough information to make a decision, which will delay the project and the proposed schedule.

E. Do Nothing:

Same effect as continuance.

Funding Source:

There is currently approximately \$800,000 budgeted for the project. After the construction manager is brought on and provides a schematic level design estimate then staff will work with the CIP committee and Budget Department on any additional funding that is required. McPolin Farm, Sustainability, Planning, Building, Budget, Public Utilities, Public Works and on a limited basis other City staff resources will be required to complete the project.

Recommendation:

Staff recommends the Council review the update from the design team of CRSA and authorize the City Manager to enter into a Construction Manager at Risk (CMAR) agreement in a form approved by the City Attorney's Office with Hogan and Associates, Inc., in the amount of Twenty One Thousand Nine Hundred Dollars (\$21,900)

Attachments:

Exhibit A – Hogan and Associates Proposal

Exhibit A

940 North 1250 West, Centerville, Utah 84014

Phone: 801.951.7000 / Fax: 801.951.7100 / www.hoganconstruction.com



February 16, 2016

PARK CITY MUNICIPAL CORPORATION
Attn: Matthew Twombly, Senior Project Manager
P.O. Box 1460 / 445 Marsac
Park City, UT 84060

Mr. Twombly and Selection Committee Members:

Thank you for the opportunity to submit our proposal for the Pre-construction and Construction Phases of the McPolin Barn Structural Upgrade project. As requested, we are providing the following information for your review and consideration.

PRE-CONSTRUCTION SERVICES

We propose to provide the following pre-construction services. This is based upon our understanding of the information contained in the RFP. We have not been part of the design discussions or reviews to date and will need to discuss scope of work and time frames with PCMC, CRSA and BHB before work proceeds.

Pre-construction Work Plan

We anticipate the following tasks to be performed during the pre-construction phase of the project. The individuals responsible for each task and the anticipated hours to perform the task is shown on the attached Pre-construction Fee Worksheet.

- Review and become familiar with the recommendations/findings in the BHB structural report.
- Visit the site to become familiar with the work desired and discussed in the report.
- Meet with PCMC, CRSA, and BHB to review and understand the desired work, time frames and available budget funds, and any other important issues about the project.
- Prepare comments/report on the site visit, BHB report and preliminary design plans, including any observations or suggestions we see appropriate.
- Attend design meetings. We understand these are anticipated to take place on a bi-weekly basis as the design progresses. Given the timeframe for bidding listed in the RFP, we anticipate there will be approximately 3 design meetings in addition to the review meeting listed above.
- Provide value engineering services by evaluating proposed materials and designs to suggest cost saving alternatives.
- Prepare a cost estimate at the end of Design Development phase of design.
- Prepare a schedule of anticipated preconstruction and construction activities.
- Prepare a revised estimate based on 80% Construction Documents.
- Revise the construction schedule based on the updated design at 80% Construction Documents.
- Solicit and receive subcontractor bids for the defined scope of work.
- Prepare the Guaranteed Maximum Price for review and consideration by PCMC.

CONSTRUCTION PHASE PLAN

Once the GMP is approved by PCMC, we anticipate the following tasks to be performed during the construction phase of the project.

- Final buyout and contracting with subcontractors.
- Receive, review and coordinate submittals, including shop drawings, material cut sheets, etc.
- Provide and coordinate layout and survey control for construction work.
- Oversee and coordinate all construction activities.
- Hold weekly construction coordination meetings with PCMC, CRSA, BHB.
- Document questions that arise and directions given.
- Implement and follow safety plan.
- Implement quality control plan and 3rd party inspections as required.
- Maintain a log of construction activities and conditions; distribute as required.
- Contract closeout, training, O&M manuals,
- Perform any warranty work during the warranty period.

PROPOSED FEE STRUCTURE

As compensation for Preconstruction Services, our proposed Preconstruction Fee is a lump sum of \$21,900. We do not anticipate any reimbursable expenses outside of this fee. We do anticipate the project will need approximately 15 sets of plans and specs and assume they will be provided by the architect. We can provide copies of these documents, if needed.

As compensation for Construction Management services, our proposed Construction Management Fee is 7.5% of the Cost of the Work. As required, the included Attachment A - Exhibit 1 lists general conditions for supervision, temporary facilities, supplies, and vehicles only at this time. We anticipate additional General Conditions will be listed in detail at the time of the GMP.

The cost of surety bonds (payment and performance) is \$20,000, based on the budget of \$2 million (1%). During the course of construction, we may need to provide miscellaneous labor. As requested in the RFP, our fully burdened labor rates for these trades are as follows:

- Laborer \$40/hr
- Apprentice Carpenter \$45/hr
- Journeyman Carpenter \$55/hr
- Certified Welder \$60/hr
- Foreman \$60/hr
- Superintendent \$65/hr

We do not propose a shared savings arrangement for contingency funds. All savings from contingency revert to the Owner.

We appreciate the opportunity to discuss this project with you and hope to answer all your questions. We look forward to working together to preserve the historic significance of this great structure.

Respectfully,



Dave Andersen
Vice President, Hogan & Associates Construction
Proposed Project Director – *McPolin Barn Structural Upgrades*
dandersen@hoganconstruction.com & (c) 801.652.8288



DATE: February 25, 2016

TO HONORABLE MAYOR AND COUNCIL

The Brew Pub Plaza project is a high priority for the Historic Park City Alliance (HPCA) and the City Council. Over the past seven months the project team of GSBS Architects, City staff, HPCA Executive Director and HPCA Infrastructure Committee have engaged the community and performed an extensive conceptual design review and the team is ready to head into Schematic Design, Parking Structure Feasibility, Design Development, Planning and Historic Design approvals and Construction Documents. Council should review the proposed scope and fee and approve the agreement with GSBS Architects and proceed with the project.

Respectfully:

Matthew Twombly, Senior Project Manager

City Council Staff Report



Subject: Downtown Plaza Project - GSBS
Professional Service Provider Contract (Phase 2)
Author: Matthew A. Twombly, Jonathan Weidenhamer
Department: Sustainability
Date: February 25, 2016
Type of Item: Administrative – Award of Contract

Summary Recommendations:

Authorize the City Manager to enter into a professional service provider agreement in a form approved by the City Attorney's Office with GSBS Architects, in the amount of Nine Hundred Fifty Three Thousand Three Hundred Fifteen Dollars (\$953,315) for Phase 2 Schematic Design, Design Development, Construction Documents and Administration.

Executive Summary:

The Downtown Plaza project is a high priority for the Historic Park City Alliance (HPCA) and the City Council. Over the past seven months the project team of GSBS Architects, City staff, HPCA Executive Director and HPCA Infrastructure Committee have engaged the community and performed an extensive conceptual design review and the team is ready to head into Schematic Design, Parking structure feasibility, Design Development, Planning and Historic Design approvals and Construction Documents. Council should review the proposed scope and fee and the agreement with GSBS Architects and proceed with the project. The proposed cost of the contract represents a premium necessary to navigate Park City's extensive and complicated public and government approval process.

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Balance between tourism and local quality of life + Varied and extensive event offerings ~ Accessibility during peak seasonal times + Safe community that is walkable and bike-able + Internationally recognized & respected brand + Unique and diverse businesses	- Managed natural resources balancing ecosystem needs ~ Enhanced water quality and high customer confidence - Reduced municipal, business and community carbon footprints ~ Economically and environmentally feasible soil disposal	- Preserved and celebrated history; protected National Historic District + Shared use of Main Street by locals and visitors + Entire population utilizes community amenities + Community gathering spaces and places + Vibrant arts and culture offerings	+ Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Negative 	Very Positive 	Positive 
Comments: The proposed cost of the contract represents a premium necessary to navigate Park City's extensive and complicated public and government approval process. The project will have temporary negative impacts during construction, but the improvements are positive in the long term in terms of hosting events and minimizing traffic disruptions in the downtown.				

Acronyms in this Report:

HDDR	Historic District Design Review
HPCA	Historic Park City Alliance
RFP	Request for Proposals
CMAR	Construction Manager at Risk
GMP	Guaranteed Maximum Price
MPD	Master Plan Development

Background:

On July 30, 2015 the City Council awarded a professional service provider agreement with GSBS Architects, in the amount of \$185,235 for Phase 1 Conceptual Design.

From October 22, 2015 through February 4, 2016 regular progress updates were provided to the City Council. A summary of each of those meetings and links to the reports, minutes and exhibits is available under Exhibit C. On February 4, 2016 City Council agreed to a project scope and directed staff to begin the formal design process. The scope as directed by Council on February 4, 2016 included a basic plaza, a series of additional amenities, including a stage and small support commercial spaces, a reduction in the “landforms” and lastly to pursue two parking alternatives, one on site and one on top of China Bridge.

Analysis:

The conceptual design or phase 1 of the professional services agreement was initially scheduled to be completed by December. In order to finalize conceptual design, additional work and meetings were required of the design team based upon feedback from Council. The design team met with staff to determine the amount of work and additional meetings that would be required to complete the concept design phase. On January 4, 2016 GSBS proposed an additional services scope and associated flat fee not to exceed \$24,800. Addendum 1 to the GSBS Professional Services Provider agreement was executed on February 1, 2016. The contract total was adjusted to \$210,035.

The design team for Phase 2 of the project includes the same lead members, GSBS Architects, Civitas, and Struck from the Phase 1 lead team. The team also includes NV5 civil engineers, Calder Richards structural engineers, Colvin Engineering mechanical engineers, Spectrum Engineers electrical engineers, AGECE geotechnical consulting, Parametrix cost estimating.

The selected team will coordinate regular meetings with a steering committee throughout the design and public process. The steering committee will include representatives from the HPCA and City, including Sustainability, Economic Development, Planning, Engineering and Public Works.

The deliverables of Phase 2 include (see Exhibit A for the detailed scope):

- Regular meetings with the Steering Committee;

- Testing and cost estimating for parking options;
- Prepare documents and work with staff on the Subdivision Plat;
- Work with and support City staff on the MPD application to Planning and Planning Commission;
- Schematic Design Drawings and cost estimate;
- Help select a Construction Manager at Risk;
- Design Development Drawings;
- Present finalized Design Development drawings and cost estimate to City Council;
- Determine final design, schedule and estimates for presentation to the HPCA, and City Council;
- Prepare construction documents:
 - 30%
 - 60%
 - 90% including specifications and cost estimate submittal.
 - 100% including bid documents, specifications.
- Provide construction management oversight and coordination with the construction manager or general contractor for the project;
- Coordinate and review all Requests for Information and Submittals during construction;
- Facilitate regular meetings and take minutes; and
- Review all close-out documents provided by the contractor.
- Additional services including identity development, icon design, flood plain analysis, parking feasibility, stakeholder coordination, entitlements, geotech work, LEED certification, Netzero design, and public outreach

The project scope allows for design of the alternatives agreed to by City Council on February 4, 2016 at the end of conceptual design. As the team moves forward with schematic design certain alternatives may or may not progress into the next phase of design development drawings based on their feasibility, such as if it is determined that China Bridge cannot be built upon, or soils are not an issue at the Brew Pub parking lot.

At the end of Schematic Design the team will have a recommended project (scope) including a recommended parking alternative. The recommended cost and scope of the contract identifies a financial ceiling that should allow us to complete construction design on the anticipated most expensive project alternative, which is the plaza with parking on site. If the feasibility work precludes this option we should anticipate not spending the entire budget and designing to an alternative outlined in Exhibit A1. Staff is recommending the most expensive alternative, in case that is the direction chosen staff would not have to return to Council for addendum to the contract.

As the project moves through Schematic Design and into Design Development phase the regulatory process begins. This project will require:

- A subdivision plat,
- Master Plan Development (MPD), and

- Historic District Design Review approvals;

prior to the start of the production of Construction Documents. Staff anticipates beginning construction in the Spring of 2017.

Cost Analysis

Traditionally an architect's cost for design can vary widely and are performed by either a percentage based, hourly, fixed fee or combinations. The architects are not proposing a percentage based fee, but rather a fixed fee based on the team's understanding of the project, number of meetings, desired outcomes and approval process and duration.

Percentage based fees range between 6-12% of the construction costs depending on the complexity and other factors such as location, size and skill of the firm, etc. To compare their fixed fee to a percentage based fee, In this case 7% of the most expensive project alternative cost of \$9.77 M = \$684,197. GSBS's proposal includes \$636,665 for design (6.5%), plus \$316,650 for additional services, which totals to \$953,315, or 9.8% of the most expensive project alternative. The additional services include identity development, icon design, flood plain analysis, parking feasibility, geotech work, LEED certification, Netzero design, public outreach and most importantly, entitlements. Staff finds that this cost is reasonable based on our experience in completing projects in Park City due to the complexity and duration of the design review and government approvals, along with required public input. consensus exercises and public hearings.

Department Review:

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

Alternatives:

A. Approve:

Approve the request, and authorize the City Manager to execute a service provider agreement in a form approved by the City Attorney's Office with GSBS Architects, in the amount of Nine Hundred Fifty Three Thousand Three Hundred Fifteen Dollars (\$953,315) for Phase 2 Schematic Design, Design Development, Construction Documents and Administration: (Staff recommendation)

B. Deny:

Council could choose to modify the agreement, which would likely delay the schedule of the project.

C. Modify:

Council could choose to not continue with the project at this time.

D. Continue the Item:

Council may feel there is not enough information to make a decision, which will delay the project and the proposed schedule.

E. Do Nothing:

Same effect as continuance.

Funding Source:

There is currently approximately \$5 Million estimated for the Brew Pub Plaza project out of the \$15M 10-year project budget. As estimates are refined staff will coordinate with the Budget Department, Capital Improvement Program committee and Council. Personnel resources from Sustainability, Planning, Building, Engineering, Budget, Public Works and, on a limited basis, other City staff will be required to complete the project.

Consequences of not taking the recommended action:

Consequences of not taking the recommended action will likely delay construction.

Recommendation:

Authorize the City Manager to enter into a professional service provider agreement in a form approved by the City Attorney's Office with GSBS Architects, in the amount of Nine Hundred Fifty Three Thousand Three Hundred Fifteen Dollars (\$953,315) for phase 2 of the Downtown Plaza project.

Attachments:

Exhibit A: GSBS Proposed Scope and Fees

Exhibit A1: GSBS Recommended Fee Alternatives

Exhibit B: Schedule

Exhibit C: Relevant history

Park City Main Street Plaza Scope of Work 02/16/2016

Overview:

This proposal is for the continuation of the design and construction of the Park City Main Street Plaza located at the South end of Main Street where Main and Swede connect. This plaza will be designed as an event space and anchor for the top of Park City's Main Street with the goal to provide daily activation that draws people to the upper part of Main Street. The GSBS-led design team will include GSBS, Civitas, Struck, NV5, Calder Richards Structural Engineers, Colvin Engineering, Spectrum Engineers, AGECE and Parametrix.

The conceptual design direction replaces the current surface lot with an event plaza space to complete the urban fabric of Main Street and establish the top of Main as a destination and draw for visitors and residents.

Stakeholders

- Park City Municipal Corporation
- Historic Park City Alliance
- Park City Chamber of Commerce/Convention and Visitor's Bureau
- Public

Design Team

- GSBS Architects, Architect of Record
- Civitas, Urban Planner and Landscape Architect
- Struck, Branding Consultant
- Calder Richards, Structural Engineer
- NV5, Civil Engineer
- Colvin Engineering, Mechanical
- Spectrum Engineers, Electrical
- AGECE, Geotechnical Consulting
- Parametrix, Cost Estimating

Proposed Schedule

- Schematic Design – 2 months, February 29, 2016 – April 22, 2016*
- Design Development – 2 months, May 30, 2016 – July 22, 2016*
- Construction Documents Phase 1 – 1 month, September 5, 2016 – September 30, 2016*
- Construction Documents Phase 2 – 2 months, October 31, 2016 – December 16, 2016*
- Construction Administration – 9 months, April – December 2016*

See attached proposed detailed schedule

*All dates for design are based on assumptions about coordination time with stakeholders and City/entitlement entities and could be subject to change.

Scope Design

- i. The project has been split into several alternates based off of a basic event plaza layout.
 - Basic Event Plaza: flexible plaza space, new connecting road, slopping landscaped connection of Swede, Main and new road, stage, restrooms, storage/support space, trash facilities and landscaped area.
 - Plaza Amenities Under Consideration: convenient food (2@ 250 SF), multipurpose space (1,100 SF), water feature, landform, iconic sculpture, upper deck and warming kitchen (500 SF). (design included in Plaza fee)
 - Alternate #1 – On-Site Parking: underground parking deck with approximately 39 spaces.
 - Alternate #2 – China Bridge Parking Deck: additional deck added to existing parking structure with approximately 70 spaces.
 - Alternate #3 – Swede Alley Development: redevelopment of Swede alley between the new plaza and the daylighting of Poison Creek just South of the parking structure.
- ii. All alternates have been broken into their respective design phases. As the design process continues it will be determined whether all the alternates will be developed through construction documents or if any alternates are determined to be unsuitable solutions and will not be pursued.

Scope	Schematic Design	Design Development	Construction Documents	Bidding	Construction Administration	Total
Plaza	\$98,650	\$140,680	\$149,465	\$21,300	\$54,480	\$461,050
On-Site Parking	\$20,085	\$31,625	\$41,210	\$5,545	\$18,435	\$116,900
Coord. & Doc. of Plaza w/ Parking	\$13,140	\$30,720	\$35,960	\$2,500	\$7,500	\$89,820
China Bridge Parking	\$13,400	\$20,500	\$26,400	\$3,800	\$11,900	\$76,000
Swede Alley	\$32,175	TBD	TBD	TBD	TBD	\$32,175
Additional Services*	NA	NA	NA	NA	NA	\$316,650

*Additional Services include: Identity Development, Icon Design, Feasibility and Coordination, Geotechnical Report, Cost Estimating, Entitlements, Stakeholder Coordination, LEED Certification, Net Zero Design, Public Outreach, Travel and Visualization scope described below.

- i. The Design Team will complete a two month schematic design phase culminating in updated plans, elevations and overall building sections for the plaza design and all the alternates outlined above.
- ii. Deliverables – Presentation Materials for a design update to the Park City City Council, HPCA and PAD including sketches of the design and a cost estimate
- iii. The Design Team will lead a Steering Committee Meeting every 3 weeks per the design schedule
- iv. After acceptance of the schematic design the Design Team will proceed with the next design phase and continue to develop the design features that are determined feasible and valuable to the project.

Design Development

- i. The Design Team will complete a two month design development phase culminating in final design definition.
- ii. Deliverables – Presentation Materials for a design update to the HPCA including sketches of the design and a cost estimate.
- iii. The Design Team will lead a Steering Committee Meeting every 3 weeks per the design schedule
- iv. After acceptance of this phase the Design Team will proceed with Construction Documents

Construction Documents Phase 1

- i. The Design Team will continue to document the approved for one month complete all documentation necessary to finalize the Plat, Master Plan and HDDR review processes.
- ii. Deliverables – Presentation to the City Council for approval of the Plat, Master Plan and HDDR applications.

Construction Documents Phase 2

- iii. After acceptance of the approach of the design the Design Team will produce the final Construction Documents over the next 2 months

Bidding

- i. The Design Team will provide bidding services for the CM bidding process and answer any questions related to the released document set.

Construction Administration

- i. The Design Team will provide construction administration services over the 9 month construction phase
- ii. This scope does not include Record Drawings of final construction conditions at the end of the project.

Identity Development - Struck

- i. The Design Team will develop an identity for the Park City Main Street Plaza as the next step following the positioning and strategy work completed during the plaza concepting phase. Taking the core essence of “convergence,” as well as the thematic guideposts of authenticity, discovery, fusion, intimacy and rebelliousness, the team will develop an identity that will further define the plaza’s essence as a blending together of the many natural, cultural and community aspects of Park City.
- ii. The Design Team will use these assets to create a graphic system throughout the plaza, including wayfinding signage styles and examples, design guidelines for retail.

and patterning throughout the plaza (including possible tree grates, trench drains, utility covers, tiling/paver system, etc.). The identity will also inform the design of the iconic sculptural element at the stage, including patterns, material selections and overall messaging.

- iii. Deliverables – Identity Guide document that identifies naming, logo type/logo mark, typography (up to 2 fonts), color palette, patterns (up to 2), identity story and wayfinding signage styles (up to 3). This will be provided in a digital format.

Icon Design - Struck

- i. The Design Team will provide design of the icon at the stage including sketches, material recommendations and vendor recommendations/coordination

Feasibility and Coordination – GSBS, Civitas and CRC

- i. The Design Team will incorporate information provided by Park City regarding FEMA Flood Plain analysis and a Traffic Study of the area.
- ii. The Design Team will review the China Bridge Parking Structure to assess the feasibility of adding another level of parking. This work will include review of existing drawings and will not include testing of selective demolition of the structure.
- iii. Deliverables – Executive Summary Report and recommendations for the China Bridge Study.

Geotechnical Report - AGECE (3 borings, additional borings \$1635 each)

- i. The Design Team will coordinate a geotechnical study of the site for Park City. This study will provide geotechnical investigation to a depth of 25' or refusal and test the soil samples for lead and arsenic.
- ii. Deliverables – A final Geotechnical Report will be provided to the owner.
- iii. The Design Team does not accept responsibility for any liability associated with this work.

Cost Estimating - Parametrix

- i. The Design Team will provide cost estimates at the end of Schematic Design and Design Development

Entitlements – GSBS, Civitas & NV5

- i. The Design Team will provide all necessary documentation to the Planning Commission and HDDR to complete a Plat Subdivision of the site, a Masterplan and a Historic District Design Review.
- ii. The Design Team will complete all necessary applications as outlined in the provided schedule.
- iii. The Design Team will plan to attend 9 total review meetings including the required meetings with the Planning Commission for review of the Master Plan and Plat, required meetings with the DRT for the HDDR and meetings with the City Council to review the final recommendations.
- iv. GSBS will represent the design team at these meetings and request consultant participation only as necessary.

Stakeholder Coordination – GSBS and Civitas

- v. The Design Team will conduct five stakeholder updates, three for the HPCA and 2 for the PAD
- vi. GSBS will represent the Design Team for these updates and Civitas will participate via conference call.

LEED Certification

- i. The Design Team will provide all necessary documentation and coordination to complete the Design Review Portion of the LEED Certification for this project, under LEED v3.
- ii. This does not include any coordination with the Contractor on their portion of the certification work beyond the review of submittals that is already included in the Construction Administration scope.
- iii. Deliverables – A basis of design document will be provided to Park City as a summary of the approach to LEED Certification. Updates to the LEED certification checklist will be provided at the end of each design phase.
- iv. The final report of the design review will be available on the LEED Online documentation site.

Netzero Design

- i. The Design Team will meet with Park City's Sustainability Department twice to discuss netzero goals, strategies and progress.
- ii. Design for a solar array that offsets the energy use of the plaza. This array is assumed to require a rack system that will be designed by the installer.
- iii. The site's limitation may require this array to be located off-site. Coordination with Utility companies if required will be added to the netzero scope.

Public Outreach and Involvement - GSBS

Purpose:

- To inform area residents, business owners and interested stakeholders of the design process.
- To generate feedback on design options to improve the final design.
- To create excitement and anticipation for the future plaza.

Project Description:

Design of a public plaza with a stage, small scale retail/restaurant spaces, multi-purpose spaces, restrooms and landscaped areas for daily and special event use. The design includes a new roadway connecting Main Street to Swede Alley.

Approach:

Public input and support will be generated through a multi-channel approach based on the schedule below.

	Schematic Design			Design Development			Construction Documents				Construction Begins
	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Apr, 2017
Targeted Stakeholder Meetings											
Adjacent residents/property owners											
Potential Partners (Sundance, Kimball, etc.)											
Website											
Email blasts											
Earned media											
Community Event outreach	TBD										
Open House											

Targeted Stakeholder Meetings

GSBS and Park City will meet with targeted stakeholders in one-on-one or small group meetings to review the conceptual design and generate input early in the schematic design phase. Targeted stakeholders should include, at a minimum:

- Adjacent property owners
- Residents within 300 feet of the plaza
- Potential future users of the event space:
 - Mountain Town Stages
 - Kimball Arts
 - Sundance Film
 - Park City Film
 - Chamber of Commerce
 - Park Silly Market
 - Olympic Legacy Foundation
 - USSA
 - Others?
- HPCA feedback will be gathered in three meetings with the HPCA board

Website

Park City/GSBS will host a page on the City's website. The website will be updated regularly (at least monthly to coincide with Steering Committee meetings) with the most current graphics, photos and information. Anticipated information is identified below:

- Conceptual Design drawings and information
- Design Schedule
- Meeting Schedule
- Project Announcements (as appropriate)
- Schematic Design drawings and information (as available)

- o Design Development drawings and information (as available)
- o Final approval process and schedule

Email Blasts:

Park City's Public Affairs Manager will issue periodic "email blasts" to the City's email outreach list (supplemented by addresses of people attending outreach activities and/or commenting on the website) at key milestones in the project including.

Earned Media

Earned media includes radio spots and coverage in the local and regional newspapers. As appropriate the City's representative and members of the design team may appear on various local radio programs to provide updates and information on the project. Park City's Public Affairs Manager will issue press releases and press contact at key milestones in the project. GSBS public relations staff will support Park City in this effort and provide materials as needed and as available according to the design schedule. Key milestones include, but are not limited to:

- Kick-off of public outreach effort
- Public events
- Periodic Design updates

Open House

A public open house will occur near the end of schematic design to provide Park City residents and business owners an opportunity to review and provide input on the design. A second open house will be held at the end of design development to provide interested individuals with the opportunity to review the design, ask questions, and provide feedback. This second open house will also kick off the active approval process for the design.

Travel - Civitas

- i. Time and Travel Expenses for Civitas will be applied toward attendance at the following:
 - 4 Steering Committee meetings - 2 with 1 individual and 2 with 2 individuals present
 - 2 City Council Meetings - 1 individual present
 - 1 Planning Commission Meeting - 1 individual present

Visualization - GSBS and Civitas

- i. The Design Team will provide renderings of the design for presentations to HPCA and City Council.

Additional Services

This fee is based on the schedule provided and the scope represented by this scope document. Services requested which are not included in the scope outlined shall be considered additional services and require written confirmation. Additional services will be billed hourly per the standard billing rates provided. Meetings required but not currently shown in the schedule will be billed hourly. Participation in the meetings by Civitas will require \$3,000 per meeting.

Summary and Acceptance

The architect bills monthly at the end of the month. Payments are due within 30 days of receipt. Services for Phase 1 Conceptual design will be billed in two phases, conceptual option development and conceptual refinement. Conceptual option development will occur the first two months followed by conceptual refinement in the following three months.

This proposal represents our anticipated scope of work and terms which will be the basis of an official contract. Thank you for your interest in working with GSBS Architects.

Please feel free to contact us with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to be 'DB' followed by a horizontal line and a small flourish.

David Brems 02-16-2016
GSBS Architects

The Design Team has provided the schedule of fees below to provide fee associated with the plaza scope with all of its alternates through all design stages.

Scope	Schematic Design	Design Development	Construction Documents	Bidding	Construction Administration	Total
Plaza	\$98,650	\$140,680	\$149,465	\$21,300	\$54,480	\$461,050
On-Site Parking	\$20,085	\$31,625	\$41,210	\$5,545	\$18,435	\$116,900
Coord. & Doc. of Plaza w/ Parking	\$13,140	\$30,720	\$35,960	\$2,500	\$7,500	\$89,820
China Bridge Parking	\$13,400	\$20,500	\$26,400	\$3,800	\$11,900	\$76,000
Swede Alley	\$32,175	TBD	TBD	TBD	TBD	\$32,175
Additional Services*	NA	NA	NA	NA	NA	\$316,650

We recommend that the City Council and Stakeholders select a preferred option for full documentation at the schematic design phase. Under these circumstances the total costs for each option would be as follows:

Plaza without Parking: \$856,500**

Scope	Schematic Design	Design Development	Construction Documents	Bidding	Construction Administration	Total
Plaza	\$98,650	\$140,680	\$149,465	\$21,300	\$54,480	\$461,050
On-Site Parking	\$20,085	\$31,625	\$41,210	\$5,545	\$18,435	\$116,900
Coord. & Doc. of Plaza w/ Parking	\$13,140	\$30,720	\$35,960	\$2,500	\$7,500	\$89,820
China Bridge Parking	\$13,400	\$20,500	\$26,400	\$3,800	\$11,900	\$76,000
Swede Alley	\$32,175	TBD	TBD	TBD	TBD	\$32,175

Additional Services*	NA	NA	NA	NA	NA	\$316,650
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Plaza with On-Site Parking: \$953,315**

Scope	Schematic Design	Design Development	Construction Documents	Bidding	Construction Administration	Total
Plaza	\$98,650	\$140,680	\$149,465	\$21,300	\$54,480	\$461,050
On-Site Parking	\$20,085	\$31,625	\$41,210	\$5,545	\$18,435	\$116,900
Coord. & Doc. of Plaza w/ Parking	\$13,140	\$30,720	\$35,960	\$2,500	\$7,500	\$89,820
China Bridge Parking	\$13,400	\$20,500	\$26,400	\$3,800	\$11,900	\$76,000
Swede Alley	\$32,175	TBD	TBD	TBD	TBD	\$32,175
Additional Services*	NA	NA	NA	NA	NA	\$316,650

Plaza with China Bridge Parking: \$919,300**

Scope	Schematic Design	Design Development	Construction Documents	Bidding	Construction Administration	Total
Plaza	\$98,650	\$140,680	\$149,465	\$21,300	\$54,480	\$461,050
On-Site Parking	\$20,085	\$31,625	\$41,210	\$5,545	\$18,435	\$116,900
Coord. & Doc. of Plaza w/ Parking	\$13,140	\$30,720	\$35,960	\$2,500	\$7,500	\$89,820
China Bridge Parking	\$13,400	\$20,500	\$26,400	\$3,800	\$11,900	\$76,000
Swede Alley	\$32,175	TBD	TBD	TBD	TBD	\$32,175
Additional Services*	NA	NA	NA	NA	NA	\$316,650

**If the City Council would like to continue with design work on Swede Alley after schematic design the fee required would need to be revisited.

If the final option for parking cannot be determined at the end of the schematic design phase then the City can choose to continue the multiple design options with the additional required fees noted in the table above.

ID	Task Name	Duration	Start	Finish	Feb 7, Mar 13, Apr 17, May 22, Jun 26, Jul 31, Sep 4, Oct 9, Nov 13, Dec 18, Jan 22, Feb 26, Apr 2, May 7, Jun 11, Jul 16, Aug 20, Sep 24, Oct 29, Dec 3																																
					T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M
1	Contract Negotiation	14 days	Mon 2/8/16	Thu 2/25/16																																	
2	Information Gathering	185 days	Mon 2/29/16	Fri 11/11/16																																	
3	FEMA Flood Plain Report (Park City)	140 days	Mon 5/2/16	Fri 11/11/16																																	
4	Review of Draft Report	1 mon	Mon 5/2/16	Fri 5/27/16																																	
5	Development of Final Report	6 mons	Mon 5/30/16	Fri 11/11/16																																	
6	Soils Analysis	2 mons	Mon 2/29/16	Fri 4/22/16																																	
7	Traffic Study (Park City)	2 mons	Mon 2/29/16	Fri 4/22/16																																	
8	China Bridge Condition Assessment	2 mons	Mon 2/29/16	Fri 4/22/16																																	
9	Design Process	209 days	Mon 2/29/16	Thu 12/15/16																																	
10	Schematic Design	2 mons	Mon 2/29/16	Fri 4/22/16																																	
11	Branding	1 mon	Mon 2/29/16	Fri 3/25/16																																	
12	Design Development	2 mons	Mon 5/30/16	Fri 7/22/16																																	
13	Construction Documents	1 mon	Mon 9/5/16	Fri 9/30/16																																	
14	Construction Documents	1.7 mons	Mon 10/31/16	Thu 12/15/16																																	
15	Construction Administration	80 days	Mon 4/3/17	Fri 7/21/17																																	
16	Master Plan	131 days	Mon 5/2/16	Mon 10/31/16																																	
17	Submit Master Planned Development Pre-Application	1 day	Mon 5/2/16	Mon 5/2/16																																	
18	Submit Master Planned Development Application	1 day	Mon 10/3/16	Mon 10/3/16																																	
19	Planning Commission Meeting	1 day	Mon 10/31/16	Mon 10/31/16																																	
20	Platting	166 days	Mon 3/14/16	Mon 10/31/16																																	
21	Submit Plat/Subdivision/Record of Survey	1 day	Mon 3/14/16	Mon 3/14/16																																	
22	Planning Commission Meeting	1 day	Mon 10/31/16	Mon 10/31/16																																	
23	HDDR	166 days	Mon 3/14/16	Mon 10/31/16																																	
24	Submit Pre-HDDR Application	1 day	Mon 3/14/16	Mon 3/14/16																																	
25	Submit Physical Conditions Report	1 day	Fri 4/22/16	Fri 4/22/16																																	
26	Submit Site Design Application	1 day	Mon 10/3/16	Mon 10/3/16																																	
27	HDDR Meeting	1 day	Mon 10/31/16	Mon 10/31/16																																	
28	Pre-Planning Meeting	1 day	Mon 2/29/16	Mon 2/29/16																																	
29	Steering Committee Engagement	91 days	Thu 3/10/16	Thu 7/14/16																																	

Exhibit C – Overview of Relevant History, Reports and Exhibits

Narrative:

The Main Street Plaza (Brew Pub) design team presented an update to the City Council on October 22, 2015 to affirm the project's program (activities, elements, amenities, users, etc.).

Council affirmed the elements presented and requested an update prior to finalizing the concept designs. On November 19, 2015 the Design Team presented 3 conceptual alternatives for the project scope. Due to the time spent on the presentation there was not time for the Council to hear public input. City Council directed the design team to advance the conceptual designs and return in December to obtain public input.

On December 17, 2015 the design team presented a matrix of program elements and the three options for the plaza and the options for parking. City Council gave input regarding the design concepts, program elements, the desired priority of specific uses and received public comment. Council agreed that ice was not a priority and the parking problem in the area might be resolved by adding a level to China Bridge.

On January 14, the design team presented the three schemes and discussed the program elements and rankings in more detail. The team also presented conceptual level cost estimates for the 3 schemes for the plaza and the additional costs for parking. The team also discussed the costs of individual elements. It was determined that none of the plaza schemes with parking included would meet the budget. Council requested that the plaza be more simplified and that staff and the team should return with the concepts and pricing on parking options.

On February 4, 2016 the team presented the recommended concept design and the options for moving forward with the plaza, parking and associated budgets. There was significant discussion on the budgets but the consensus was to move forward with the design process with additional testing, study and cost estimating on the parking options and align the project with the City's Capital Improvement Program budget. There was also direction to complete a traffic study which may have positive recommendations for the residential neighborhood and their traffic impacts.

Summary:

8/20/15	City Council interview on scope, goals, program and opportunity Report - http://parkcityut.igm2.com/Citizens/FileOpen.aspx?Type=1&ID=2067&Inline=True Minutes - http://parkcityut.igm2.com/Citizens/FileOpen.aspx?Type=12&ID=1501&Inline=True GSBS initial proposal and scope – see link below
10/22/15	City Council affirms goals, program Report - http://parkcityut.igm2.com/Citizens/FileOpen.aspx?Type=1&ID=2072&Inline=True Minutes - http://parkcityut.igm2.com/Citizens/FileOpen.aspx?Type=12&ID=1506&Inline=True GSBS Initial Program update & Stakeholder interview summary – see link below
11/19/15	High level design themes, key activity and elements, and specific project components

Report - <http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2078&Inline=True>
Minutes - <http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=12&ID=1510&Inline=True>
GSBS Presentation – see link below

- 12/17/15 Discuss concept design, program elements, tradeoffs. Public input taken
Report - <http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2082&Inline=True>
Minutes - <http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=12&ID=1513&Inline=True>
GSBS Program Matrix and Project Components – see link below
- 1/14/16 Basic or skeleton plaza along with 3 alternative schemes presented. Public input taken
Report - <http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2085&Inline=True>
Minutes – <http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=12&ID=1525&Inline=True>
GSBS: Presentations (2) ; Matrix of Options; Downtown Parking Options – see link below
- 2/4/16 Council agreed to a plaza scope and directed staff to move into formal design including formal consideration of two parking options. Public input taken.
Report - <http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2090&Inline=True>
Minutes - pending

Presentations from the Design team and other Plaza Exhibits found at the following location:

<http://www.parkcity.org/government/document-central/-folder-2430>