PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
June 28, 2024

The Council of Park City, Utah, will hold a special meeting in person at the Marsac Municipal Building, City Council Chambers, at 445 Marsac Avenue, Park City, Utah 84060. Meetings will also be available online and may have options to listen, watch, or participate virtually. Click here for more information.

Zoom Link:
https://us02web.zoom.us/j/85994483159

SPECIAL MEETING - 10:00 a.m.

I. ROLL CALL

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

III. OLD BUSINESS

1. Consideration to Approve Ordinance 2024-14, an Ordinance Amending Municipal Code Title 10, Non-Motorized Trail Use, and Approve Resolution 13-2024, a Resolution Designating Natural Surface Trails Within City-Owned Clark Ranch for Electric-Assisted Bike (E-Bike) Use
(A) Public Hearing (B) Action

IV. NEW BUSINESS

1. Consideration to Approve the SR-248 Transit Study and Pre-NEPA Activities and Authorize the City Manager to Enter Into a Professional Services Agreement in a Form Approved by the City Attorney's Office with Horrocks LLC, in an Amount Not to Exceed $1,069,609
(A) Public Input (B) Action

2. Consideration to Authorize the City Manager to Purchase a One-Bedroom Condominium at 1835 Three Kings Drive, #65-9, for $308,230 for City Employee Housing Utilizing the Affordable Housing Fund
(A) Public Input (B) Action

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Contract for SCADA Support, in a Form Approved by the City Attorney's Office, with SKM Engineering, LLC, in an Amount Not to Exceed $994,178.08

2. Request to Approve a Lease Amendment with the Utah Department of Alcoholic Beverage Services (DABS) for the Continued Operation of a Small Store in the City-Owned Facility Located at 460 Swede Alley in a Form Approved by the City Attorney's Office

VI. APPOINTMENTS

1. Reappointment of Abby McNulty to the Recreation Advisory Board for a Term Ending

June, 2027; and Appointment of Susan Mayo and Kathy Carey to the Recreation Advisory Board for Terms Ending June, 2027

2. Reappointment of Puggy Holmgren, Lola Beatlebrox, and John Hutchings to the Historic Preservation Board for Three-Year Terms

VII. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. FY24 Fraud Risk Assessment

2. 2024 Fourth of July Celebration Reminders

3. Insurance Policy Updates

VIII. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from June 6, 2024

IX. WORK SESSION

1. Transmission Line Underground Presentation by Rocky Mountain Power

X. CLOSED SESSION

The Council may consider a motion to enter into a closed session for specific purposes allowed under the Open and Public Meetings Act (Utah Code § 52-4-205), including to discuss the purchase, exchange, lease, or sale of real property; litigation; the character, competence, or fitness of an individual; for attorney-client communications (Utah Code section 78B-1-137); or any other lawful purpose.

XI. 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.

***Parking is available at no charge for Council meeting attendees who park in the China Bridge parking structure.**

City Council Staff Report

Subject: **Non-Motorized Trail Ordinance Amendments**
Author: **Heinrich Deters**
Department: **Trails & Open Space Department**
Date: **June 28, 2024**

Recommendation

Pursuant to City Council policy direction obtained on May 23, 2024, review and consider adopting Ordinance 2024-14 amending Section **10-1-4.5 Non-Motorized Trail Use** to allow the Council to designate specific natural surface trails for use by Class I electric-assisted bicycles (E-bikes) (Exhibit A) and Resolution 13-2024 designating natural surface trails located on the city-owned Clark Ranch property for Class I E-bike use (Exhibit B).

Background

Given the prevalence and growth of E-bike technology, the City Council has held multiple discussions and amended its policies. For example:

On June 30, 2016, the City Council amended Municipal Code 10-1-4.5 Non-Motorized Trail Use, which provides the basis for the City's policy regarding E-bikes and e-MTBs.

- The ordinance **prohibits** all E-bikes on 'Natural Surface' trails less than 5' wide.
  - Exceptions: mobility disabilities, emergencies, events, and/or maintenance.
- The ordinance **permits** Class I and II E-bikes on 'Multi-Use Pathways' 8' wide or greater but prohibits Class III e-bikes.
  - Exceptions: mobility disabilities, emergencies, events, and/or maintenance.

On August 15, 2019, in response to various public requests, Council held a work session and directed staff to complete a survey to gauge community sentiment.

- August 15, 2019, Work Session (E-Bikes);
- August 15 Council Minutes

On August 29, 2019, staff returned to City Council with the following policy recommendations:

- Amend Municipal Code 10-1-4.5, which exempted E-bike users age 65+ on class I E-bikes from the natural surface prohibition.
  - **Council approved the amendment.**
- Conduct an E-bike 'pilot program' to collect more data associated with the natural surface discussion.
  - **Council did not approve a pilot program.**
- Survey prior to additional recommendations/changes to the current ordinance.
  - **Council supported a survey.**

- Council also directed staff to establish a 'task force' of community members for additional input.
    - **A stakeholder task force was created to develop and promote the community survey**.
- August 29, 2019, E-MTB staff report
- August 29, 2019, Council Minutes

On March 19, 2020, the results of the E-MTB community survey (Exhibit A) were provided to City Council.
- March 19, 2020, E-MTB Survey

Survey results supported the current ordinance and emphasized the importance of additional education and outreach. We took several measures in response, including setting up a website dedicated to E-bikes, installing more signage at trailheads and trails, and providing bike shops with up-to-date information on the Ordinance. Trail Rangers also initiated the 'Pathway Education Program,' which offers in-field information and education. A “courtesy tag” program was also established at the request of the City Council to validate E-bike users meeting the Ordinance.

In the summer of 2020, new trails were constructed specifically for E-bikes on the east parcels of Clark Ranch. Since Clark Ranch was outside Park City limits (at that time), it provided a cohesive opportunity to accommodate E-bikes on trails near Wasatch County trails where E-bikes were already allowed. There are approximately 5 miles of E-bike-permitted trails on the Clark Ranch property that is now within Park City limits.

On April 1, 2021, the Council received a staff communication on the E-bike courtesy tag program.

On August 29, 2023, the City Council conducted a comprehensive review of the ongoing discourse surrounding E-bikes in Park City. This included an examination of relevant state codes, peer cities, and speed data collected on the Rail Trail, as well as potential mitigation measures for the paved multi-use system. Additionally, the Council directed us to conduct a Community E-bike Survey, with funding support from the Snyderville Basin Special Recreation District (SBSRD), targeting both Park City and Basin Recreation District boundaries.

On May 2, 2024, the City Council reviewed the 2024 Community E-bike survey and took public input. The City Council requested that we return to discuss implementing projects or policies as soon as this spring and summer and on May 9, 2024, the SBSRD Board reviewed the 2024 Community E-bike survey and proposed returning at a later date to adopt an ordinance regulating the use of E-bikes on natural surface trails consistent with PCMC.

On May 23, 2024 we presented and discussed the E-Bike Survey a second time with the City Council, asked the following policy questions, and obtained the direction in red. The blue text provides an update based on that direction.

- Does the City Council support a 15mph speed limit on multi-use pathways, with the intent to continue pathway safety education and data collection prior to an enforcement resource discussion?
    - Council approved implementing the speed limit.
    - Sign installation is in process.

- Does the City Council want to identify additional E-bike trails within Park City as a pilot project?
    - Council supported one trail as a 'pilot project' in the Lower Deer Valley and Deer Crest area to connect the Deer Valley East base area.
    - We met with Deer Valley to review possible trail connections and are working to finalize a proposal.
        - Several issues, including the construction of St. Regis and Founders Place and erosion impacting trails in the Deer Crest/Deer Valley East area, have slowed the progress.
        - Additional discussions associated with private versus public trail designations have taken place.
    - We are returning to Council to amend the Ordinance allowing the designation of natural surface trails for E-bike use. The proposed resolution would designate the Clark Ranch trails.

- Does the City Council support preliminary enhancements to the Rail Trail and Wag 'on Trail (clearing vegetation, directional and use signage, off-leash designation)?
    - Council supported these enhancements.
    - Vegetation clearing of the Wag 'On trail is underway, and additional signage designating trails and educational information should be established within the next two weeks.

- Does the City Council want to explore additional regulations associated with helmet use in Park City?
    - The Council supported additional exploration.
    - No update currently, as we prioritized the items above.

- Does the City Council want to dedicate resources to exploring additional educational/certification courses for young individuals and E-bike use?
    - The Council supported the dedication of additional resources.
    - No update currently, as we prioritized the items above.

On June 9th, SBSRD held a public meeting and recommended approval of an ordinance prohibiting E-bikes on natural surface trails, with exceptions for Class I E-bike users over 65 and those with mobility disabilities. The intent of this ordinance is to mirror the current PCMC language and create consistency across the jurisdictions.

Analysis

The proposed ordinance amendments and resolution are intended to ensure that the use of E-bikes on the natural surface trails in the Clark Ranch area, built before the Southeast Quinn's Junction Annexation, complies with current PCMC regulations now that the area falls within City limits.

Lower Deer Valley Pilot Project Update

In response to the E-bike pilot project in Deer Valley, we participated in a field trip with Deer Valley staff to explore the trail connection to Deer Valley East, consistent with City Council direction. Additionally, we've worked internally and begun working with Deer Valley in an effort to clarify what are private versus public trails on the Resort property. This is an essential first step in determining which trails the City's E-bike regulations will apply to and will help us better inform further discussions with Deer Valley.

Generally, trails dedicated to public use through a public planning process may be regulated by the City. Conversely, those trails established independently on private property, which were neither dedicated nor part of any easement, are likely privately controlled and not subject to City regulation. Management of those facilities is up to the landowner.

Pilot Project next steps

In response to Council's request for a connection on Deer Valley, we are working with Deer Valley to delineate public and private trails in and around the Resort.

We have found very few publicly dedicated trails within the Snow Park area, which are subject to adopted PCMC regulation. For purposes of the pilot project, these limited trails primarily include those dedicated as part of the Deer Crest plat. Further, this public connection is currently closed due to safety concerns associated with the construction of the St. Regis Hotel.

In consultation with Deer Valley and consistent with our understanding of public and private trails, we will continue to work to establish a pilot trail in Lower Deer Valley. If that will include public segments, we'll return to Council to designate those sections under the process outlined in the proposed ordinance amendments (Exhibit A).

Public trails allowing E-bikes will be signed to distinguish them from all other trails within our public network.

Funding

Funding for additional signage will come from the Trails and Open Space Capital Budget.

Exhibits

EXHIBIT A – Ordinance 2024-14 amending Section 10-1-4.5 Non-Motorized Trail Use
EXHIBIT B – Resolution 13-2024 designating natural surface trails for E-MTB use.

Ordinance No. 2024-14

AN ORDINANCE AMENDING SECTION 10-1-4.5 OF THE PARK CITY CODE TO ALLOW CLASS I E-BIKES ON DESIGNATED TRAILS

WHEREAS, Park City has an interest in promoting high-quality recreational facilities; and

WHEREAS, the City Council finds the proposed amendment, allowing the designation of natural surface public trails to be utilized by electric-assisted mountain bike use, is in the best interest of the residents; and

WHEREAS, the City Council considered this in an open and public meeting on June 28, 2024;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARK CITY, UTAH THAT:

Section I: Approval of Amendments to Section 10-1-4.5. Section 10-1-4.5, Non-Motorized Trail Use, is hereby amended as redlined in Exhibit A.

Section II: Effective Date. This Ordinance shall become effective on July 1, 2024.

PASSED AND ADOPTED this 28th day of June 2024.

PARK CITY MUNICIPAL CORPORATION

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Mayor Nann Worel

Attest:

____

Michelle Kellogg, City Recorder

Approved as to form:

____

City Attorney’s Office

Exhibit A

10-1-4.5 Non-Motorized Trail Use

A. **DEFINITIONS**.

1. "Multi-Use Pathway" means a way or path no less than eight (8') feet in width that has a surface of concrete or asphalt and is separated from the roadway by an open space, a curb or other barrier.

2. "Natural Surface Trail" means a way or route with a surface other than concrete or asphalt, which serves the primary purpose of passive recreational use, such as hiking, mountain biking, snowshoeing, cross-country skiing and equestrian activities.

3. "Power Driven Mobility Device" means any mobility device powered by batteries, fuel, or other engines, that is used by individuals with mobility disabilities for the purpose of locomotion, including electric personal assistive mobility devices, electric-assisted bicycles, electric-powered foot scooters, tracked mobility chairs or tricycles that are designed to transport a single individual with a disability.

B. **PROHIBITION**.

1. It is unlawful to operate any motor vehicle, motor driven cycle, motorcycle, mini motorcycle, motor scooter, motor bikes, snowmobiles, full sized all-terrain vehicle, all-terrain vehicle, off highway vehicle, low speed vehicle, moped, electric assisted bicycle or golf cart on a natural surface trail with the following exceptions:

   a. This prohibition shall not apply to persons with mobility disabilities who choose to use a Power-Driven Mobility Device, which is designed to transport a single individual with a disability as a substitute for walking and or biking unless prohibited by a designated traffic control device.

   b. This prohibition shall not apply to Class I electric assisted bicycles operated by persons age 65 or older.

   c. This prohibition shall not apply to motorized or self-propelled equipment, including electric assisted bicycles, used for maintenance or events as designated by the local highway authority. Emergency vehicles are also exempt from this provision.

   d. This prohibition shall not apply to Class I and Class II electric assisted bicycles on natural surface trails, greater than five (5) feet wide, which have been identified as an official transportation corridor by the local highway authority. Additionally, the allowance of electric assisted bicycles shall be designated as such by a traffic control device.

e. This prohibition shall not apply to the use of Class I electric-assisted bicycles on natural surface public trails designated for the use of such bicycles by the local highway authority by resolution and marked by traffic control devices.

2. It is unlawful to operate any motor vehicle, motor driven cycle, motorcycle, mini motorcycle, motor scooter, motor bikes, snowmobiles, full sized all-terrain vehicle, all-terrain vehicle, off highway vehicle, low speed vehicle, moped, Class III electric assisted bicycle or golf cart on a multi-use pathway with the following exceptions:

    a. This prohibition shall not apply to persons with mobility disabilities who choose to use a Power-Driven Mobility Device, which is designed to transport a single individual with a disability as a substitute for walking and/or biking unless prohibited by a designated traffic control device.

    b. This prohibition shall not apply to motorized or self-propelled equipment, including electric assisted bicycles, used for maintenance or events as designated by the local highway authority. Emergency vehicles are also exempt from this provision.

C. **PENALTY**. Any person violating the provisions of the Ordinance shall be guilty of a Class B misdemeanor.

D. **ENFORCEMENT**. The Park City Police Department, upon notification shall have authority to investigate violations of this section and issue citations.

HISTORY
Amended by Ord. 15-10 on 4/16/2015
Amended by Ord. 2016-29 on 6/30/2016
Amended by Ord. 2019-46 on 8/29/2019

Resolution No. 13-2024

RESOLUTION DESIGNATING NATURAL SURFACE TRAILS WITHIN CITY-OWNED CLARK RANCH FOR ELECTRIC-ASSISTED BIKE (E-BIKE) USE

WHEREAS, Park City aims to provide a diverse mix of world-class, well-maintained, and safe public recreational trails; and

WHEREAS, the Park City Council has adopted ordinances regulating the use of electric-assisted bicycles (E-Bikes) on multi-use pathways to ensure safe and efficient use consistent with community sentiment; and

WHEREAS, the Park City Council has adopted ordinances regulating the use of E-bikes on natural surface trails to ensure safe and efficient use consistent with community sentiment; and

WHEREAS, Ordinance 2024-14 amended Park City Code section 10-1-4.5 Non-Motorized Trail to allow the Council, through resolution, to identify and designate specific natural surface trails for the use of Class I E-bikes.

NOW, THEREFORE, BE IT RESOLVED that the Council, as the local highway authority, designates the natural surface trails identified in Exhibit A and further marked with traffic control devices to allow the use of Class I E-bikes.

PASSED AND ADOPTED June 28, 2024.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Nann Worel

ATTEST:

____
Michelle Kellogg, City Recorder

Approved as to form:

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City Attorney's Office

EXHIBIT A

(Clark Ranch Trails in Blue)

City Council

Staff Communications Report

Subject:	**Recreate 248: SR-248 Transit Alternatives Analysis**
Author:	**Julia Collins, Transportation Planning Manager** **Conor Campobasso, Senior Transportation Planner**
Department:	**Transportation Planning**
Date:	**June 27, 2024**

Recommendation

Consider a request to authorize the City Manager to execute a Professional Services Agreement (PSA) with Horrocks (Consultant), in a form approved by the City Attorney, not to exceed $1,069,609 to complete a Transit Alternatives Analysis (AA) for the SR-248 corridor.

Executive Summary

With the understanding that the SR-248 corridor is a critical corridor for residents, employees, and visitors to travel in and out of the City, and mindful that the city does not wish to increase vehicular congestion and parking demands in town, it is evident that enhancing transit services and reliability along the SR-248 corridor is needed. The primary objective of implementing a transit corridor along SR-248 is to efficiently transport travelers from designated park-and-ride facilities, residential areas, and businesses located at the City's peripheries towards the historic downtown and resort bases, thereby connecting travelers with the broader public transit networks.

Aligned with the strategic vision outlined in the Utah Department of Transportation (UDOT) statewide Long Range Transportation Plan 2023-2050 and Park City Forward, which designates the SR-248 corridor as a 'high-capacity transit corridor,' both Park City and UDOT are committed to realizing this vision over the next decade. A detailed recent history of the corridor can be found in Exhibit A.

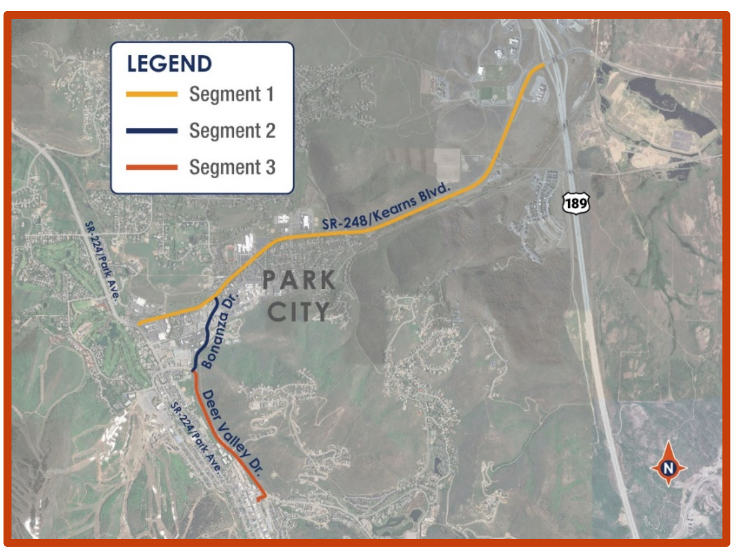


Figure 1: Study Area Map

To this end, the City Council, on April 11, 2024, made the decision to conduct a Transit Study, which will include an Alternatives Analysis (AA) that complies with federal requirements. This represents a departure from prior assessments by aiming to investigate and determine the optimal transit system instead of a study that focused on the optimal system for personal vehicles. Additionally, this system will be tailored to the unique characteristics of the corridor. The Transit Study is the first step in the federal process and will transition into an Environmental Analysis (EA), which is required by the Federal Transit Administration (FTA). This process will be key in making the transit project eligible for federal funds, including future infrastructure funding programs, such as the Winter Olympics. Without this process, a project of this scale could be extremely difficult to fund and solely the responsibility of Park City.

To solidify the goals and process, the City, along with UDOT, is working to finalize a Project Charter. This charter will make sure that both the City and UDOT agree to the following:

- Improve movement east and west along SR-248, connecting Park City's Main Street and focusing on transit services;
- Ensure existing corridor operations are maintained for UDOT;
- Make transit between Park City and the surrounding region a viable transportation alternative, thereby reducing the need and volume of single-occupancy vehicle trips and improving transit reliability and travel times; and
- Develop a preferred alternative process eligible to obtain and secure federal funding (FTA).

The City and UDOT are working to finalize the Project Charter, and a draft can be found in Exhibit B.

Proposed Project Scope and Timeline

The Scope of Work outlines a comprehensive plan to condense what typically takes XXX years into an 18-month timeline, assuming milestones are reached (data collection, existing and future conditions analysis, community engagement, alternatives development, and final report preparation). The full Scope of work can be found in Exhibit C. The Consultant's Fee and Task Hours can be found in Exhibit D Below is a condensed summary by task:

Task 1: Project Management (Ongoing)

- ***Ongoing Activities:*** Prepare schedule, monthly invoicing, and manage sub-consultants.
- ***Project Management Plan:*** Define roles, project info, communication, quality, and change management processes.
- ***Project Charter:*** Use it to inform roles and decision-making protocols.
- ***Identify Stakeholders:*** Collaborate to identify partners and stakeholders.
- ***SharePoint Site:*** Develop site for project documentation.
- ***Coordination:*** Work with FTA and UDOT for project updates.
- ***Meetings:*** Organize and facilitate project-related meetings.

Task 2: Data Collection (Jul 2024)

- ***Traffic Data:*** Collect data at up to 15 locations.
- ***StreetLight Data:*** Understand origin and destination patterns.
- ***Supporting Data:*** Gather information on transit systems, ridership trends, road networks, and more.
- ***Environmental Data:*** Collect GIS data, demographic, and socioeconomic information.

Task 3: Analysis of Existing and Future Conditions (Aug 2024 – Sep 2024)

- ***Planning Context:*** Review regional plans and documents.
- ***Transportation Conditions:*** Evaluate current and future bus service, traffic conditions, and safety.
- ***Environmental Screening:*** Conduct a high-level screening of environmental resources.

Task 4: Establish Problem Statement, Define Purpose and Need (Aug 2024 – Sep 2024)

- ***Develop Problem Statement:*** Clarify goals and problems to be solved.
- ***Purpose and Need Statement:*** Create a clear purpose and need to guide the project.
- ***Screening Methodology:*** Outline criteria for evaluating alternatives.

Task 5: Community, Stakeholder, and Agency Engagement (Jul 2024 – Nov 2025)

- ***Engagement Plan:*** Develop a Public Engagement Plan for inclusive participation.
- ***Round 1 Engagement:*** Gather feedback on Purpose and Need, Range of Alternatives, and Fatal Flaws Screening.
- ***Round 2 Engagement:*** Present the Locally Preferred Alternative (LPA) and conduct Environmental Assessment (EA) scoping.
- ***Agency and Leadership Engagement:*** Maintain communication with leadership and technical advisory committees.

Task 6: Develop Range of Alternatives and Fatal Flaws Screening (Oct 2024 – Nov 2024)

- ***Develop Alternatives:*** Create a list of up to 8 concepts.
- ***Fatal Flaws Evaluation:*** Screen out infeasible concepts.
- ***Workshop:*** Collaborate with stakeholders to refine alternatives.

Task 7: Alternatives Analysis (Dec 2024 – Jan 2025)

- ***Level 1 Screening:*** Qualitative criteria to narrow alternatives to 2-3 options.
- ***Level 2 Screening:*** Quantitative criteria to identify one LPA for environmental analysis.
- ***No-Action Alternative:*** Include in both screening levels.

Task 8: NEPA Advancement Activities (May 2025 – Jan 2026)

- ***FTA STOPS Modeling:*** Develop ridership forecasts.
    - Model Application - Build and calibrate the model.
    - Forecasting - Generate ridership forecasts for up to 6 alternatives.

- Reporting - Summarize results in a technical memo.
- Seasonal Model - Develop a seasonal spreadsheet model for tourist travel.

- ***Topographic Survey:*** Collect topographical data, right-of-way, and utility mapping.

Task 9: Refine Locally Preferred Alternative (Oct 2025 – Nov 2025)

- ***Refine LPA:*** Incorporate analysis insights to adjust design.
  - Identify design options needing further environmental analysis.
- ***Update Cost Estimate:*** Revise capital and operational cost estimates to reflect design changes.
- ***Operational Needs:*** Collaborate with Park City Transit to identify operational requirements and plan necessary investments in charging systems, routing, and maintenance facilities.
- ***Draft CIG Rating and FTA Request:*** Develop a draft CIG rating and a letter to FTA for Project Development entry.
- ***Scoping Memo:*** Prepare a Scoping Memo for agency and public review.
  - Identify actions to expedite the NEPA transition.

Task 10: Draft and Final Report (Nov 2025)

- ***Draft Report:*** Document the Transit Study process, identify the LPA, and outline the next steps.
- ***Final Report:*** Incorporate stakeholder feedback into the final report and ensure all documentation is suitable for future environmental documentation.
- ***FTA Requirements:*** Confirm alternatives meet Purpose and Need.
  - Optimize performance and integrate environmental considerations.
  - Advance engineering and complete cost estimates.
  - Screen alternatives per established criteria.
  - Engage the public and provide clear comparative results.

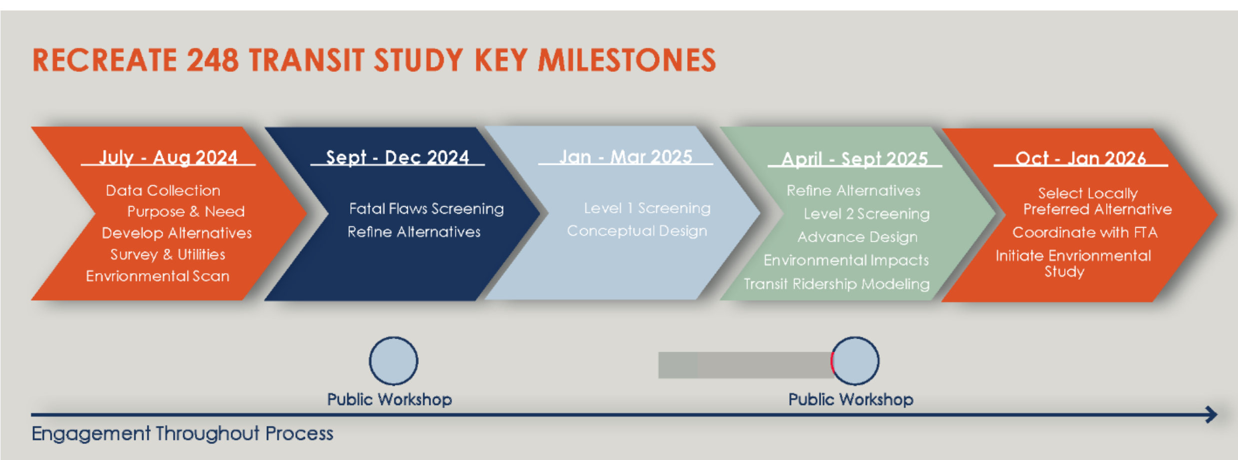


Figure 2: Transit Study Timeline

Overall, the consultant ensures adherence to FTA requirements, stakeholder engagement, and rigorous analysis to identify the most suitable transit solutions. The consultant estimates that this process will take around 18 months to complete, as shown in Figure 2. This is an aggressive timeline and may shift depending on various factors. A more detailed timeline can be found in Exhibit E.

Funding

This Transit Study will be fully funded through the Summit County Third Quarter Sales Tax. The SR-248 project was approved for funding by the Summit County Council of Governments during the February 2018 meeting. The City Transportation funds will not be required to conduct this study.

Comparable Projects

Transit studies, as well as other corridor studies, can have a wide range of costs due to a variety of factors. This could include the length of the study area, the environment surrounding the area, the data collection desired, the modeling need, the number of alternatives analyzed, the engineering required, public involvement efforts, Pre-NEPA activities included, etc. Below are some examples of projects with varying degrees of cost.

- ***UDOT's Little Cottonwood Canyon Environmental Impact Study (2018)***
    - This study cost $8.15 million, with an additional $1 million spent in-kind/internally.
    - LCC EIS is hard to draw a comparison due to the size, complexity, and length of time spent in the NEPA process; however, it does serve as an example of the cost of larger scale variants of this process.
- ***UDOT's Kimball Junction Environmental Study (underway)***
    - The contract amount is around $3.5M, but they are expecting it will cost less.
    - Conducted a low-cost area plan prior, which cost roughly $200K.
        - Staff noted that more money would have been helpful.
- ***UTA's Point of the Mountain Transit Study (2019)***
    - The Cost of the Transit study was $800K.
    - This did not include EA work.
        - EA was fully separated into a "Stage 2A".
- ***High Valley Transit's SR224 Transit Study (2017)***
    - Conducted the Alternatives Analysis in 2017
        - Valley to Mountain Study cost $350k and was funded through grants from the Mountain Accord.
        - Determined that the LPA was a Bus Rapid Transit (BRT).
    - Began the NEPA process in 2021.
        - This cost roughly $2M

Next Steps

We recommend that the City Council approve the contract with Horrocks. The project's aggressive 18-month timeline necessitates a slightly higher cost to ensure timely completion and project/client prioritization. Additionally, we selected the most qualified vendor, who specializes in FTA, Transit Studies, and UDOT partnerships, ensuring that we receive top-tier expertise.

Overall, the contract cost fell within the middle of other bidders. However, the comparison is not apples-to-apples, as we negotiated additional pre-NEPA steps before the project's next phase. The aggressive timeline is also reasonable, as we intend to leverage the previous 2019 EA work and hope for significant cost savings by reusing data and topographical surveys. The exact savings will be determined once the project begins.

As mentioned, the AA is the first step in the complicated and extensive federal process of determining eligibility for federal funding. This approach ensures the highest quality of work and aims for efficiency and cost-effectiveness.

Exhibits

Exhibit A: Recent Corridor History
Exhibit B: Draft Project Charter
Exhibit C: Consultant Scope of Services
Exhibit D: Consultant Fee and Task Hours
Exhibit E: Anticipated Timeline

Corridor History

UDOT and Park City's demonstrated commitment to managing travel demand and providing transportation choices for residents and visitors along SR-248. Investments in the past five years totaled over $15 million, including, but not limited to:

- The city, over the years, through the WALC funding and traffic mitigation, has invested in significant traffic calming measures, pathways, neighborhood mitigation, landscaping, and pedestrian safety improvements in the Comstock, Wyatt Earp, and Prospector neighborhoods.
- (2010) Comstock pedestrian tunnels
- (2010) Comstock complete street reconstruction
- (2018) High School pedestrian tunnel
- (2021) Pedestrian safety improvements at crossings, including high visibility crosswalks and pedestrian crossing technology.
- (2021) Westbound shoulder reconstructed for transit express bypass; service introduced winter 2021/22
- (2022) New traffic signal at Richardson Flat Road
- (2022) Activation of the Richardson Flat Park and Ride with frequent transit service to the Old Town Transit Center
- (2023) Eastbound shoulder reconstructed for transit express bypass; service introduced winter 2023/24
- (2023/24) Express transit service between Richardson Flat Park and Ride and the ski resorts

Several million dollars will be invested by UDOT in the upcoming years within the Highway 40/SR-248 interchange to improve capacity, reduce queuing, conduct planning for the Rail Trail SR-248 overpass, and realign aspects of the Old Highway 40 intersection.

The environment has changed over the last 15 years, including a new City Council, new UDOT Region 2 leadership, and new UDOT mobility goals and solutions. Summarized below are several historical summaries regarding SR-248 planning efforts to provide context:

2009: Park City conducted a corridor study that looked at four cross-section alternatives for SR-248 and ultimately recommended a four-lane cross-section (with HOV/Bus Lanes) from Wyatt Earp to Old Dump Road (Richardson Flat Rd). The plan was to work with UDOT to obtain environmental clearance, add the project to UDOT's funding plan, identify cost estimates, develop engineering and final design, and then move to construction in 2011. Coming out of this plan, an environmental clearance recommendation is what started the Environmental Assessment (EA) in 2017-2020.

2014: UDOT completed a Concept Report aimed at improving the capacity and bike facilities along SR-248 between SR-224 and US-40. This included the potential widening of most of the roadway to a 5-lane configuration, with bike lanes in both directions. The Concept Report supported conducting an Environmental Assessment (EA) and proceeding with the design phase for the High School Tunnel (2017-2020).

2015: City and UDOT jointly assessed SR-248 and produced a Technical Memorandum noting that the existing traffic conditions on SR-248 operate generally within an acceptable range of delay/LOS (LOS D or better), with the exception of the Bonanza Drive intersection during the PM peak hour. At this location, the volume of northbound to eastbound right-turning vehicles is high, as is the volume of eastbound vehicles through movement on SR-248 (both movements headed from Park City to US-40). The volumes for these two movements are the main contributing factors to the LOS E/F during this peak hour.

The future scenarios showed a significant worsening compared to the existing conditions, especially at the SR-224/SR-248 and US-40/SR-248 intersections. Other locations within the model showed improvement due to the metering effect of intersections failing. If capacity improvements were made at the two underperforming locations, it was anticipated that the delay would move to other intersections.

2017-2020: In partnership with UDOT, the EA study (June 20, 2019 Council Meeting) was conducted to address corridor operations. The EA goals were to alleviate and manage congestion on SR-248 and the SR-248/SR-224 intersection, comply with UDOT engineering standards, and manage access, with secondary goals to improve bike, pedestrian, and transit options, reduce vehicle miles traveled, and increase the volume of people able to move through the corridor.

The EA eventually recommended a Preferred Alternative, requiring land condemnation and potentially cutting into parts of PC Hill to provide a consistent and widened cross-section with five lanes. Specifically, two vehicle travel lanes would be created in each direction, and a median/center turn lane through the entire corridor. The Preferred Alternative would have:

- Widen the SR-224/SR-248 intersection to provide dual left-turn lanes from southbound SR-224 to eastbound SR-248, as well as created dual right-turn lanes from westbound SR-248 to northbound SR-224;
- Added right-turn bays along the SR-248 corridor where they do not currently exist;
- Added left-turn bays at Comstock Drive, Wyatt Earp Way, and Richardson Flat Road; and
- Added signed and striped bicycle lanes from SR-224 to US-40.
- Required sound mitigation; potentially resulting in large sound walls against the Prospector neighborhood.

To construct the preferred alternative, the UDOT Statewide Transportation Improvement Program (STIP) had $10M programmed in phase 1 of the six-year plan. When the community did not support the preferred alternative, Park City and Summit County passed a local resolution (July 12, 2019, City Council Meeting) against the project and memorialized commitments to transit-first solutions instead.

A portion of the funding from the UDOT STIP was repurposed to advance UDOT's construction work completed in 2021, consisting of pavement rehab, bus on-shoulder westbound express lanes, and pedestrian safety improvements. The verbal agreement between both agencies resulted in a commitment to transit and evaluate the corridor following the short-term investments.

2023: Park City conducted an Emerging Disruptors Study to analyze a variety of new technologies and strategies to enhance mobility in topic workshops with community and stakeholder representatives. Two of the workshops considered reversible arterial flex lanes and dedicated bus/HOV lanes. Council discussed the study at the November 16, 2023, City Council Meeting, the 2023 Council Retreat, with the final report presented at the January 16, 2024, City Council Meeting.

Councilmembers expressed interest in better defining the transportation problems along entry corridors and determining if there were significant enough needs to deploy an emerging disruptor concept given their relatively pervasive impacts. Council asked if the arterial flex lanes could be utilized to advance a dedicated bus/HOV design. Transportation confirmed that this could be a design consideration, recommending both reversible arterial flex lanes and dedicated bus/HOV lanes to advance in coordination with regional partners.

Other Relevant Park City Transportation Planning Projects

Park City Forward: Adopted as a supplement to the General Plan by City Council on September 15, 2022, Park City Forward identified two SR-248 corridor projects. The first was a Phase I SR-248 High-Capacity Transit project that increased bus transit functionality along the corridor without a detailed EIS or EA analysis. Much of the recommendation was achieved with the transit express shoulder lanes, but additional improvements along the corridor could still be developed. The second was a Big Concept SR-248 Corridor Mobility Improvement Project. This project identified significant transportation/transit improvements along the SR-248 Corridor, including concepts outside the existing right-of-way. Park City Forward used the two-project approach to advance short-term improvements and more intensive/impactful transportation/transit processes. In 2023, UDOT placed SR248 on the Rural Long Range Transportation Plan Project List, falling under the description of capacity, transit, bike, ped, and shoulder improvements.

Short-Range Transit Plan: Completed in 2023, the Short-Range Transit Plan (SRTP) recommended new transit service along the SR-248 corridor and high-frequency/express routes to park-and-ride lots. As a result of standing up the Richardson Flats Park and Ride and increased frequency on core neighborhood routes, annual ridership continues to trend upwards. With the addition of express routes to the resorts, the number of automobiles parked at the Richardson Flats lot has increased by 211% year over year. While the new Richardson Flat transit service was successful, support for strategies for ensuring more reliable service along SR248 was heard during the SRTP process.

Summit County / Park City Regional Park and Ride Study: The location and function of park-and-ride lots are currently being evaluated in coordination with Summit County. A high-level project overview and progress report was presented at the March 22, 2024, Joint Council Meeting. The study will estimate future park-and-ride capacity needs and identify suitable zones for expansion and/or consolidation. Project recommendations will be based on existing conditions and extensive community/stakeholder outreach. The project team presented to the City and County Councils on June 20th.

Recreate 248 Project Charter

Introduction

SR-248 in Park City is one of two UDOT corridors that connect visitors, employees, and residents to core destinations, essential services, recreation, ski resorts, and more. Park City (PCMC), in partnership with the UDOT, is committed to transit-forward solutions on SR-248 that support community goals and objectives while maintaining UDOT operations. As project partners, we agree to **Recreate 248** between Quinn's Junction and SR-224, including the connection to the Old Town Transit Center via Bonanza Drive, future SR-224 BRT, and a portion of Deer Valley Drive/SR-224 (Figure 1).

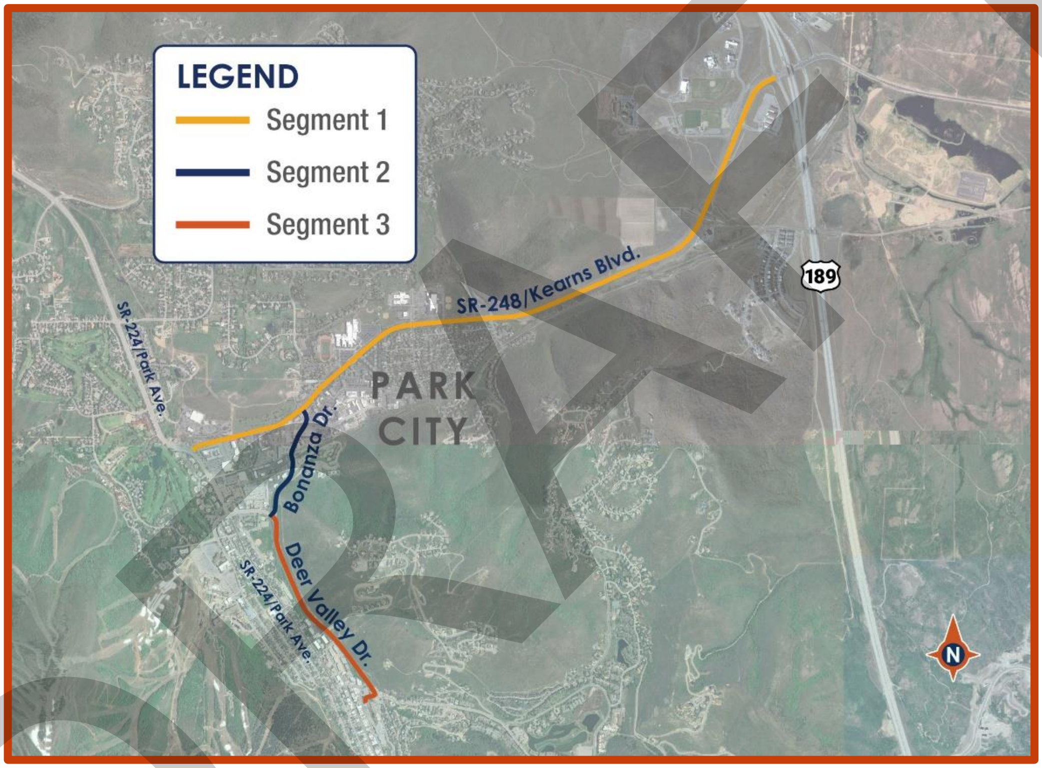


Figure 1. Recreate SR-248 Study Area Map

Challenges

Recreate 248 is not the first attempt to address problems along the corridor. Previous efforts attempted to improve traffic congestion, improve transit services and walkability, add placemaking, and protect and connect adjacent neighborhoods and the School District Campus. Over $15 million in investments over the past 5 years were spent to improve operations. And despite multiple studies, no corridor-wide transit-forward solution has been identified.

- Figure 2 lists SR-248 plans, studies, and general investments since 2009.

Figure 2. Timeline of Relevant SR-248 Planning Studies

Due to regional growth, the Project Partners recognize that finding solutions to manage future transportation needs is pressing. Park City's goals, through the Park City Forward Transportation Plan, are to reduce single-occupancy vehicle trips and provide reliable and express transit options through operational and capital investments, which are more urgent than ever.

The transportation needs along this corridor are, however, challenging. The physical environment has relatively extreme limitations, as demonstrated by the current "bottleneck" constrained by steep rocky terrain, protected wetlands, open space, and legacy soils. Any solution will require trade-offs, and Project Partners agree to work together to balance these trade-offs as priorities are determined to develop transit solutions with clearly defined benefits and impacts.

Project Goals

General project goals include a durable planning and decision-making process that identifies a preferred transit solution and enhances mobility choices for all users. We also agree to provide adequate vehicle access that is consistent with the current conditions. The proposed solution should meet the following objectives:

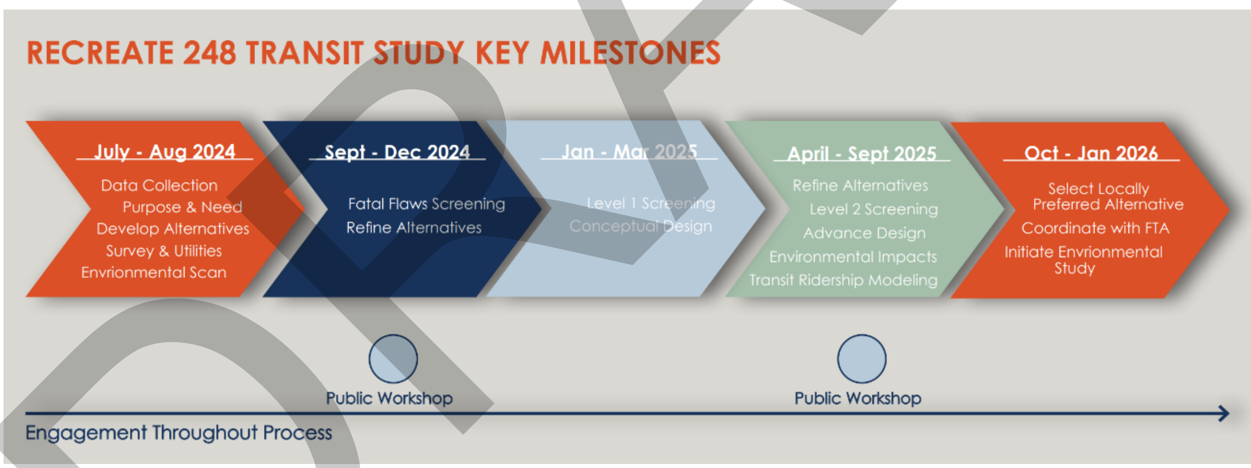
- **Improve movement east and west along SR-248, connecting Park City's Main Street and focusing on transit services.** Residents, commuters, and visitors express frustration with SR-248 during peak times. Residents in adjacent neighborhoods also indicate that their quality of life is negatively impacted by congestion, noise, air, and access across the corridor.

- **Ensure existing corridor operations are maintained for UDOT**. Ensure that UDOT safety and mobility goals are met by maintaining corridor operations for automobiles, as transit solutions are explored through this process.

- **Make transit between Park City and the surrounding region a viable transportation alternative, thereby reducing the need and volume of single-occupancy vehicle trips and improving transit reliability and travel times**. Elevating transit to become faster and more reliable is crucial. Park City is geographically constrained, and traditional roadway solutions such as widening are not broadly supported by the community. Identifying transportation solutions to mitigate congestion and travel delays is necessary to ensure a high quality of life for residents and visitors and ensure Park City's resiliency and sustainability goals are met.

- **Develop a *preferred alternative* process eligible for federal funding (FTA).** The Project Partners will support and advance a streamlined and actionable Alternatives Analysis (AA) that can seamlessly transition into the National Environmental Policy Act (NEPA) process to develop a project(s) eligible for federal funds.

Timeline



Roles and Responsibilities

Recreate 248 is led and funded by PCMC with support, participation, and guidance from UDOT (henceforth known as the Project Partners, or the Partners), with support from stakeholders, including:

1. The **Technical Advisory Committee** includes staff from PCMC, UDOT, PC Transit, High Valley Transit, Summit County, and the Mountainland Association of Governments. This group advises on technical issues, provides data and information, and reviews technical deliverables.

2. The **Stakeholder Working Group** includes groups with interests throughout the study area, such as the PC School District, PC Chamber of Commerce, and others. This group provides insights on local and regional issues and provides feedback at key milestones during the AA study.

Building Consensus Towards Recreate 248

The project partners agree that **Recreate 248** must result in a clear preferred transit alternative or set of projects for implementation. As required by the NEPA process, the project team will develop projects and policies by engaging with the groups listed in the "Roles and Responsibilities" section and the public at large.

In order of preference, there are three ways for **Recreate 248** to achieve this result:

1. **Full consensus**: this is the preferred path, where entities from the Executive Committee fully support a recommendation(s) from the study.

2. **Qualified consensus**: entities from the Executive Committee may not unanimously agree on the recommendation(s) but accept them. They may also offer conditions that would make the recommendation(s) more acceptable.

3. **No consensus**: if entities from the Executive Committee cannot reach full or qualified consensus on recommendation(s), the respective owner agencies will make an executive decision on the next steps moving forward for each corridor segment (SR-248, Deer Valley Drive, and Bonanza Drive).

________________________Date: _________

Nann Worel

Mayor of Park City Municipal

________________________Date: _________

Robert Stewart

UDOT Region 2 Director

Scope of Work

Recreate 248 Transit Study

June 2024

Prepared for:
Park City Municipal Corporation

Prepared by:
Horrocks

Scope of Work

Summary

This Scope of Work describes the work tasks associated with the Recreate 248 Transit Study (hereafter referred to as the "the Transit Study") in Park City, Utah. Park City Municipal Corporation (PCMC) is initiating this transit analysis on SR-248 to explore transit opportunities to connect travelers from east Summit County to Park City using the state-owned facility of SR-248 from US-40 to SR-224 and including Bonanza Drive and Deer Valley Drive to the Old Town Transit Center (Figure 1 below). The Transit Study will lead to the identification of a transit corridor. The Transit Study will also consider environmental concerns and opportunities in the corridor and will be completed to ensure that this study will support an expedited Federal environmental clearance process as defined by the National Environmental Policy Act (NEPA) in the future. Tasks will be advanced during this Transit Study that will streamline the environmental and design processes including topographic survey, traffic data collection and analysis, and utility mapping. This will open the project up for Federal financial contributions. It is assumed that if all milestones are reached in a timely fashion, the Transit Study will take roughly 18 months to complete; see detailed schedule exhibit for additional information on anticipated duration of tasks and activities described within this scope of work.

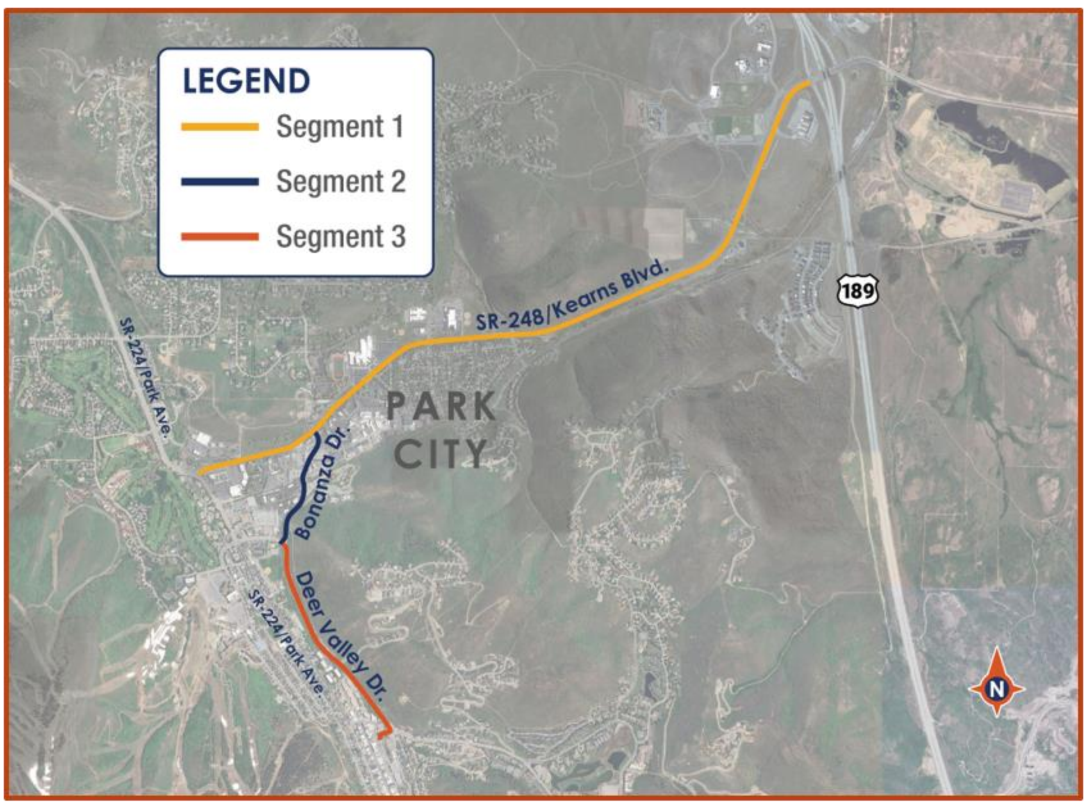


Figure 1. Recreate 248 Transit Study Corridors

Scope of work tasks detailed below include:

Task 1: Project Management
Task 2: Data Collection
Task 3: Analysis of Existing and Future Conditions
Task 4: Establish Problem Statement, Define Purpose and Need
Task 5: Community, Stakeholder, and Agency Engagement
Task 6: Develop Range of Alternatives and Fatal Flaws Screening
Task 7: Alternatives Analysis
Task 8: NEPA Advancement Activities
Task 9: Refine Locally Preferred Alternative
Task 10: Draft and Final Report

Task 1: Project Management

The Consultant will lead project management tasks to ensure the Transit Study is completed on schedule and within scope and budget. The Consultant will be responsible for organizing and facilitating project meetings, providing meeting documentation, managing consultant team members, and providing regular progress reports. The Consultant and the study partners, Park City Municipal Corporation (PCMC) and the Utah Department of Transportation (UDOT), will be referred to herein as the "Project Management Team." Task 1 will include the following actions:

- **Ongoing project management activities:** This includes the preparation and maintenance of the schedule, monthly invoicing and progress letters, and management of subconsultants.
- **Development of a Project Management Plan (PMP):** The Consultant will produce a PMP that details Consultant, PCMC, and partner roles and responsibilities, pertinent project information (scope, schedule, budget), communication protocols and methods, quality management plan and procedures (including QA/QC process) and change management processes.
- **Utilize the Project Charter:** The Project Management Team will rely on the approved project charter (anticipated June 2024) to inform roles and responsibilities, and decision-making protocols.
- **Identify project partners and stakeholders:** the Project Management Team will collaborate to identify additional project partners as needed, as well as stakeholders to engage throughout the course of the project.
- **Develop a SharePoint project site with dashboard:** This site will communicate key information and house project documentation that can be accessed by all team members.
- **Coordination with the Federal Transit Administration (FTA) and the UDOT Rural Transit Office:** These activities will be conducted in partnership with PCMC to keep FTA and UDOT updated on project initiation, the progress of the project, including Purpose and Need, review of alternatives, ridership forecasts and STOPS modeling, and when appropriate, discussion on potential class of action for the future National Environmental Policy Act (NEPA) process.
- **Meetings:** The Consultant will lead the organization and facilitation of project meetings, including:

- Project Kickoff
- Project Management Team meetings
- FTA Coordination meetings

Assumptions:

- Project Kickoff will be a two-hour in-person meeting with the Project Management Team and include Consultant team leads.
- Project Management Team meetings will be held biweekly and include up to four members of the Consultant Team. Meetings will be held virtually.
- Agency coordination will be held with PCMC (if needed), UDOT, Mountainland Association of Governments (MAG), Summit County, and HVT. Meetings will be one-hour each with two members of the Consultant Team. The meetings at project onset will be held in person, with the remaining conducted virtually. Coordination is anticipated at two times: kickoff and selecting a Locally Preferred Alternative (LPA).
- Anticipate meeting with FTA three times. All meetings will be virtual.
- Executive level updates and TAC meetings will be held in-person. Anticipate updating the committees at the following four key milestones: 1) Kickoff/Charter; 2) Purpose Need, Range of Alternatives, and Fatal Flaw Screening; 3) Level 1 Evaluation/Refined Range of Alternatives; and 4) Level 2 Evaluation/Select LPA.
- Develop quarterly or key milestone updates for PCMC Council.

Task 1 Deliverables:

1. Monthly progress reports that can be used for City Council updates
2. Monthly invoices
3. Meeting materials, agendas, and notes from the meetings listed above
4. Rosters of committees formed
5. Project Management Plan
6. SharePoint project dashboard

Task 2: Data Collection

Task 2.1: Data Collection

The Consultant will gather and review supporting datasets and/or conduct observations to support analytic efforts in this scope of work. This will include datasets to support the development of a defensible Purpose & Need (Task 4) and Level 1 and Level 2 screening as described in Task 7. Data will also be collected and analyzed in Task 8, and that will be used to meet requirements for future NEPA documentation; as well as data that may be used in future FTA funding applications. Please see Task 8 for more details on data that will advance NEPA activities and streamline the future environmental process. Prior to commencing data collection, the Consultant will compile a data collection list to review with PCMC. Data collected may include but not be limited to:

Traffic data, including pedestrian and bicycle count data, will be collected at up to 15 locations in the study area. This data will be used during the alternatives screening and LPA refinement phases, to best understand impacts and opportunities during the process and support data needed during the future environmental study. The following data will be collected:

- Average daily traffic counts (AM and PM peak) at up to 15 locations (locations TBD) that will include drone video of the intersection operations
- Utilize StreetLight Data (25 zones) to understand origin and destination pairing, tabulated by seasons, to better define where people are coming from and going to that utilize SR-248

Additionally, the following data will be collected and summarized to inform Purpose and Need, alternatives development, and evaluation:

- Mountainland Association of Government's (MAG) Regional Transportation Plan (RTP) 2019-2050, TransPlan50
- Existing transit system, current transit service levels, and ridership trends
- Existing and forecasted future ridership, mode split, and origin-destination information using the regional travel demand model
- Existing and future road network, volumes, and VMT
- Presence/location and potential demand for legally binding affordable housing based on information from all appropriate sources
- Presence/location of jobs/essential jobs, social services, healthcare, education/training based on available GIS or other online data
- Census demographic and socioeconomic data
- Environmental GIS data (including floodplains, wetlands, hazardous waste, historic districts, underground storage tanks, and other layers as appropriate) as available from the Utah Geospatial Resource Center (UGRC) or other readily available desktop sources
- Identification of known historic resources and other Section 4(f) sites
- Base GIS data from the UGRC, UDOT, and MAG as needed
- Bicycle/pedestrian potential demand and bicycle network quality databases from PCMC, Summit County, and MAG as available
- Environmental Justice and Equity data from EPA's EJScreen
- Existing right-of-way (ROW) width
- Numetric crash data from UDOT for a 5-year timeframe
- Qualitative review of land use, including corridor and station-area development patterns and characteristics
- Other readily available datasets as applicable

Assumptions:

- All data is reasonably available from either online databases or project partners. No fieldwork will be conducted for this task with the exception of traffic data mentioned above.

- Traffic analysis will utilize the MAG regional model or synchro-level analysis. Microsimulation is not included in this scope.
- The Consultant will utilize [the Park City TIS Guidelines.]
- The existing right-of-way linework will be developed from available city and county GIS data sources. Research and analysis of existing right-of-way along the corridor from deeds and plat maps are not included.
- Construction staking/layout, setting property corners, and providing utility inverts are not included.

Task 2 Deliverables:

1. Data collection list
2. Traffic data collection and analysis findings

Task 3: Analysis of Existing and Future Conditions

Based on information collected in Task 2, the Consultant will lead the analysis of existing and future conditions to support the development of Purpose and Need, and the Level 1 and Level 2 screening processes described in Task 7. This could include but not be limited to the topics outlined below, as needed to help define project purpose and need; screen alternatives; and position PCMC for future federal funding applications.

Task 3.1: Planning Context

Multiple planning documents provide context for the study area. The Consultant will be familiar with key information and conclusions from local plans, which may include the following:

- Park City Regional Park and Ride Study (2024)
- SR-248 Environmental Assessment Study (2020)
- UDOT SR-248 Concept Report (2014)
- SR-248 Corridor Study (2009)

Task 3.2: Current and Future Transportation Conditions

The Consultant will lead the evaluation of current and future transportation conditions for the purposes outlined as the future LPA for entry into NEPA. This analysis could include:

- Bus service and existing ridership levels, service frequency.
- Active transportation and first/last mile connections, including micromobility options
- Parking supply at lots used for park and rides including but not limited to Richardson Flat Park and Ride and the High School parking lot.
- Number, rate, locations and consequences of collisions, especially those involving serious injuries or fatalities, highlighting collisions for bicyclists and pedestrians.
- Projected ridership and traffic conditions from the MAG travel demand model.
- Proposed transportation improvements in the study area from documents referenced above.
- Current and projected origin/destination patterns.

Understanding the travel needs of underserved people is of critical importance. The Consultant will collaborate with the Project Management Team to identify travel demand between key destinations within the study area and sphere of influence using the above-mentioned methods.

Task 3.3: High Level Environmental Screening

The Consultant will conduct a high-level environmental screening to identify potential effects on environmental resources within the study area for each resource listed below. The Consultant will utilize environmental datasets from the 2020 Environmental Assessment where applicable. This analysis will provide a basis for comparing for various environmental parameters for the alternatives under consideration and will be integrated into the screening processes outlined in Task 7. This data will be collected using available online resources primarily; Up to two field visits to make observations will occur; however, no detailed field delineations, surveys, or reviews are needed for this scope. Resource areas assumed to be included in the screening are:

- Floodways and 100-year floodplain boundaries
- Possible locations of wetlands, if applicable
- Known potential hazardous materials sites (a Phase I report is not needed)
- Community or public wells
- Rivers and lakes
- State and national forests
- Wildlife reserves
- Threatened and endangered species and habitat
- Section 4(f) and 6(f) properties
- Public parks, trails, and recreation facilities
- Prime agricultural land
- Previously documented historic architecture and archaeological resources
- Viewsheds
- Noise and vibration sensitive receivers
- Air quality conformity status
- Neighborhoods and businesses
- Environmental Justice

The Consultant will coordinate with PCMC and the UDOT Environmental Program Manager (as needed) to identify the appropriate geographies for assessing these environmental resources and to adhere to UDOT, FTA, and NEPA requirements for buffer areas based on mode. The high-level environmental screening will include mapping of all affected environmental resources listed above and identify environmental resources that will require further analysis in a NEPA document. Findings from this subtask will be summarized in a short memo. If directed by FTA during the initial coordination, findings from the high-level environmental screening may be made available to resource agencies and the public as an Early Agency Scoping Memo.

The Consultant will develop an ArcGIS StoryMap of Existing and Future Conditions documenting the key findings from the planning context, transportation conditions, environmental justice and equity review, and environmental screening review.

Assumptions:

- Up to two field visits for a high-level visual confirmation of online data may be required and will be coordinated with PCMC if needed
- Datasets from the 2020 EA will be leveraged where possible

Task 3 Deliverables:

1. Existing and Future Conditions ArcGIS StoryMap
2. Executive Summary of Existing and Future Conditions findings
3. Environmental Screening Memo
4. Early Agency Scoping Memo (if requested by FTA)

Task 4: Establish Problem Statement, Define Purpose and Need

The work items in Task 4 are critical to establish the direction of the project, clearly identify the problems to be solved, and clarify the transit project goals in the study area should achieve. This information will be developed to create a clear statement of Purpose and Need to serve this transit study process, establish screening criteria, and identify and evaluate alternatives. As part of Task 4, the Project Management Team will verify the study area and sphere of influence, recognizing that the transit alignments under study on this corridor may have a wider impact when considering their potential integration with other transit service in the area, including the future SR-224 Bus Rapid Transit service and connection to the Old Town Transit Center.

The Consultant will lead documentation of a problem statement that will drive the development of a Purpose and Need statement. This exercise will also capture priorities of the study partners. Geographic data will be considered when drafting the Purpose and Need for the proposed action. Using the Purpose and Need, the Consultant will outline the screening methodology and evaluation criteria for alignments to be considered. FTA evaluation criteria for Capital Investment Grant (CIG) applications will be considered when drafting the Purpose and Need and evaluation criteria.

The draft problem statement, Purpose and Need, and screening and evaluation criteria will be reviewed by the Project Management Team, Executive leadership, TAC, and the public, incorporating feedback and revising as appropriate.

Assumptions:

None.

Task 4 Deliverables:

1. Purpose and Need, Screening Criteria, and Evaluation Framework Memo

Task 5: Community, Stakeholder, and Agency Engagement

A major goal of the transit study will be to establish consensus among key stakeholders on the LPA using the Project Charter as a guiding document. To this end, the Consultant will lead and support PCMC in public outreach and stakeholder engagement responsibilities. The Consultant will develop all materials and host events, with the Recreate 248 Project Management Team providing reviews and supplemental meeting participants.

PCMC will identify a staff engagement lead who will be responsible for:

- Managing website updates for the study webpage hosted by PCMC and Engage Park City
- Disseminating materials to the public and stakeholders developed by Horrocks
- Providing content and disseminate social media posts
- Facilitating targeted outreach with stakeholders as necessary
- Managing translation services
- Notifying participants of workshops, including through mailers and door hangers
- Supporting Horrocks during two workshops by scheduling the locations, sending out invitations, and creating a video (if desired)

Task 5.1: Develop Public Engagement Plan

The Consultant will lead the development of a Public Engagement Plan (PEP), which will comply with federal requirements for environmental justice, language proficiency, and Title VI, as well as federal standards for an FTA environmental process. The PEP will clearly define Consultant and PCMC lead/support roles for all activities. The PEP will establish a framework that delivers an equitable planning approach, is responsive to an accelerated process, and will include the following principles:

- Facilitate concentrated engagement periods linked to two key decision-making periods:
    - Purpose and Need, Range of Alternatives, and Fatal Flaws Screening (Fall 2024)
    - LPA & EA Scoping (Fall 2025)
- Use clear platforms for maintaining continuous engagement for diverse populations and accessible platforms and techniques for engagement

The PEP will outline the approach for several levels of outreach, along with the roles and responsibilities of the project partners supporting the efforts:

- Engagement with state and federal environmental resource agencies beginning early in the process to share information and gather feedback about potential impacts and required permitting.
    - UDOT
    - FTA
- Stakeholder engagement with community groups
- The public. These efforts will be coordinated with other local agency outreach to ensure efforts and messages are coordinated where feasible.

- Others, as identified by the Project Management Team
    - Online engagement

Tactics

The Consultant will use the following tactics to provide a broad representation of community engagement with support from PCMC staff. These tactics are a sample and will be refined and fleshed out with more detail in the PEP:

- **Project branding and templates:** The Consultant will develop a study brand for Recreate 248 including a logo and document templates for use throughout the Transit Study to promote the project and differentiate the Transit Study from other efforts that may be occurring in the study area.
- **Website and Online Engagement:** PCMC will develop and host a website and provide content for EngageParkCity.org and the PCMC Transportation Planning website for the Transit Study to provide information and ongoing opportunities to collect comments. This tactic will also include the development of social media content, the production of online geo-targeted ads, QR codes, and interactive surveys.
- **Collateral:** The Consultant will develop collateral (flyers, social media posts, City newsletter materials, onsite signage, etc.) around key events for distribution by the project partners and community organizations/leaders. PCMC will lead the dissemination of collateral. PCMC will also provide translation services for collateral, as needed.
- **Email Management:** The Consultant will establish an email account for the Study and monitor and respond to emails.
- **Community Events:** The Consultant will host and/or participate in up to two community events throughout the Transit Study, at the key milestones listed above. The Consultant will develop the event plans, and PCMC will support with executing the plan (i.e. scheduling the event, managing invites, providing staff for the event).
- **Press Releases:** The Consultant will draft four press releases during the four key milestones for PCMC distribution.

Task 5.2: Conduct Round 1 of Engagement (P&N, Range of Alternatives, Fatal Flaws Screening)

The Consultant will coordinate, develop collateral, and facilitate a public workshop in partnership with PCMC staff to educate the community and stakeholders on this process, and get feedback on the draft Purpose and Need statements, the preliminary Range of Alternatives, and screening alternatives for fatal flaws.

Task 5.3: ***Conduct Round 2 of Engagement (LPA & EA Scoping)***

The Consultant will coordinate, develop collateral, and facilitate a public workshop in partnership with PCMC staff to present the LPA, and conduct Scoping for the EA (assumed class of action for purposes of this scope).

Task 5.4: Agency and Leadership Engagement

The Consultant will engage the following groups throughout the process.

- **Update Executive Leadership:** The Project Management Team will engage with agencies at the leadership level during the existing quarterly executive meetings with UDOT, Summit County, and PCMC. This group will provide high-level direction and guidance during the study.
- **Facilitate Agency/Partner Coordination):** Meetings will be conducted at project onset and at key milestones to help obtain consensus at decision making points. These will be small meetings held with each individual partner or partner organization.
- **Establish a Technical Advisory Committee (TAC):** The Project Management Team will engage a TAC to provide technical guidance and review; members of the TAC will be determined by the Project Management Team but are likely to include staff from PCMC, UDOT, Summit County, and High Valley Transit.

Assumptions:

- Social media content to be developed by the Consultant and distributed by PCMC and community partners.
- Major milestones for public engagement include two periods: 1) Purpose and Need, Range of Alternatives, and Fatal Flaws Analysis; and 2) LPA/EA Scoping.
- PCMC will handle all media relations and public affairs support to the study partners during times of media activity around community events or press releases.

Task 5 Deliverables:

1. Public Engagement Plan
2. Workshop collateral
3. Outreach collateral
4. Final Engagement StoryMap update

Task 6: Develop Range of Alternatives and Fatal Flaws Screening

The Consultant will lead the development of a full range of alternatives based on the existing conditions, Purpose and Need, and input from the project partners and other stakeholders. The Consultant will use the previous transit studies as a starting point for alternatives. The list of alternatives will consider multiple modes as appropriate, noting that various modes and typical sections may be appropriate in different sections of the corridor. This task includes:

- Developing a list of alternatives to advance into fatal flaw screening (up to 8 concepts)
- With the Project Management Team, developing a fatal flaws evaluation framework (typically, this framework eliminates alternatives that cannot clearly demonstrate that they can meet Purpose and Need or identifies if an alternative is not feasible/constructable)
- Conducting a “Fatal Flaw Screening” to eliminate concepts and identify a refined range of alternatives to advance into Level 1 screening

The Consultant will hold a workshop with the TAC, Executive leadership, and the Project Management Team to brainstorm and gather feedback on proposed options prior to the first milestone workshop with the public.

Assumptions:

- No design will be performed under this task. Alternatives will be defined by mode, alignment, and definition of generalized characteristics (e.g. requires exclusive ROW or does not require exclusive ROW; provides locally based service versus regionally based service).
- It is anticipated that up to 5 concepts plus a no-build alternative will advance from this task into Task 7.

Task 6 Deliverables:

1. Draft Alternatives (figures)
2. Fatal Flaws Evaluation Framework and Screening Matrix
3. Refined Range of Alternatives ("Reasonable Range of Alternatives") for Task 7

Task 7: Alternatives Analysis

The Consultant will lead a NEPA-appropriate screening process to narrow the field of alternatives and inform the selection of an LPA. The screening of alternatives will occur in two phases:

1. Level 1 Screening
2. Level 2 Screening

A No-Action Alternative (also called no-build) will be identified and included in both Level 1 and Level 2 screening. Potential screening metrics to be considered for use in Level 1 or Level 2 screening evaluations are listed below (including several required for FTA evaluation for CIG eligibility), but the specific criteria to be used in the screening of alternatives will be developed as part of Task 4. Anticipated metrics may include, but are not limited to, the following:

- Travel times
- Corridor-level analysis of traffic and circulation issues, and consideration of impacts on intersections of critical importance
- Ridership forecasting and related metrics using the regional STOPS model for opening day and a future forecast year
- Environmental issues such as greenhouse gas emissions; changes to safety conditions because of alternatives; energy use and efficiency; or stormwater impacts
- Environmental resource concerns such as effects on historic properties; potential Section 4(f) impacts; hazardous materials or soils; wetlands; floodplains; or impacts on other environmental resources identified in the environmental screening in Task 3
- Resilience in the event of power interruptions, extreme weather events, transportation system failures, or other disruptions
- Constructability and feasibility issues
- Equity analysis, including the degree of impact on and service to underserved communities; anti-displacement analysis; and adherence to equity guidance provided in Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

- Conceptual cost estimates, including capital and operating costs and life cycle costs.
- Capital cost estimates in SCC codes.
- Cost effectiveness (in the form of cost per trip)
- Economic development opportunities

All screening activities will be a collaborative process among the members of the Project Management Team, with the Consultant having the primary responsibility for preparing background information and analyses and facilitating the screening process. The PEP identified in Task 5 will outline opportunities for stakeholders and the public to provide meaningful feedback during the screening process. Documentation of the screening process will clearly discuss the reasons for the elimination of alternatives and highlight the role that public feedback played in making decisions regarding alternatives (as applicable).

Task 7.1: Level 1 Screening

Level 1 screening will use primarily qualitative criteria to evaluate up to 5 alternatives and reduce the range to 2-3 alternatives. The purpose of this screening is to determine the “Best Performing Alternatives” to advance into Level 2 screening.

Design effort for Level 1 alternatives will be highly conceptual and define the general alignment, typical cross section (of corridor and at stations), and high-level understanding of transit operational considerations within the existing roadway section. Station location detail through Level 1 screening is anticipated to be high level (e.g., likely street and block).

Findings and recommendations from Level 1 Screening will be summarized in a memo.

Task 7.2: Level 2 Screening

Level 2 screening will use primarily quantitative criteria to identify one LPA to move into environmental analysis.

Design effort for Level 2 alternatives will include additional refinements to illustrate the project footprint (alignment and station areas) and resulting street channelization within the existing roadway corridors. The list of potential station locations will be modified in the Level 2 analysis to reflect the refined list of alignment options; station location detail in the Level 2 analysis is anticipated to be more detailed than in Level 1 (e.g., location within the block, lane configurations).

Findings and recommendations from Level 2 Screening will be summarized in a memo.

Assumptions:

- None.

Task 7 Deliverables:

1. Level 1 Screening Memo
2. Level 2 Screening Memo, with LPA identified

Task 8: NEPA Advancement Activities

The following activities will be conducted in parallel with Tasks 1-7 and are intended to support a streamlined and aggressive environmental clearance process after the completion of this Transit Study. The following activities are often advanced during the environmental study phase of a project. However, there is value in accelerating them concurrently to better inform the alternatives development and screening, and support future environmental and design phases.

Task 8.1 FTA STOPS Modeling

The FTA STOPS Modeling will be used to develop ridership forecasts to support Level 2 Screening, future NEPA activities, and develop an understanding of CIG competitiveness.

Task 8.1.1 Develop STOPS Model application for Park City

RSG (as a subconsultant to Horrocks) will develop a STOPS model application using the latest, most up to date version of STOPS, for the Park City region that will be designed to cover the extent of the serviceable markets of Park City Transit include the markets that would be served by the SR-248 project and all market current served by Park City Transit.

RSG will coordinate obtaining the necessary data for a complete STOPS model build. RSG assumes that Park City will provide or assist in obtaining: MPO approved population and employment forecasts (from MAG), zone-to-zone automobile skims (from MAG or regional travel model covering the region) for current and future years, a walk links shapefile layer if available, transit boardings counts by route and stop, a GTFS and the transit origin-destination study completed in March 2019. RSG will obtain the necessary census data for STOPS from FTA.

RSG will review all obtained data and assemble into an incremental STOPS model application for the Park City region based on the 2019 origin-destination survey. Before beginning RSG we will evaluate the OD survey and if it is not suitable, RSG will either describe an alternative approach (with budget) or suggest collection of new survey data.

Task 8.1.2 Calibrate STOPS Model application for Park City

Under this task, RSG will calibrate the Park City STOPS model so that the existing model best represents current travel conditions based on available data. Particular attention will be paid to transfer rates on the system, trip purpose, transit access mode and route and stop level boarding counts.

Task 8.1.3 STOPS forecasts

Using the calibrated model, RSG will produce ridership forecasts for up to 6 build alternatives.

RSG assumes that Park City will provide schedules that represent the service levels of the build scenarios. Schedules will preferably be in GTFS form or in detailed excel form including a full weekday schedule with stop times at all stops.

RSG will work with Park City to determine if any additional future projects should be included in the no-build for these forecasts. RSG assumes that Park City will provide detailed schedules, preferably in GTFS form for any routes added to the no-build scenario.

Task 8.1.4 Reporting

A review of the input information used for the model, the results of the calibration process, definition of alternatives and ridership results will be summarized in a brief technical memorandum.

Task 8.1.5 Develop and Apply Seasonal Spreadsheet Model

RSG believes that the seasonal tourist market is an important market for transit in Park City. To include this market and seasonal travel differences in the forecast, RSG will develop and apply a seasonal spreadsheet model based on the STOPS results and any alternative data sources that describe tourist travel or seasonality.

Depending on the time of year when the OD survey data was collected, RSG will work with the client to develop alternative data sources that can be used to estimate seasonal ridership above and beyond the ridership used by the survey. This data will be assembled into an Excel spreadsheet for use in estimating additional ridership implications beyond those estimates included in the STOPS model.

Task 8.2: Collect Topographic Survey, Existing Right-of-Way & Existing Utility Mapping

To expedite the study timeline of future design activities and prepare the future LPA for entry into NEPA, a parallel effort to collect topographic survey, existing right-of-way, and existing utility mapping along the corridor will be conducted. The following will be collected to inform concept design:

- Aerial imagery
- Topographical survey
  - The Consultant will perform topographic survey of existing features along the corridor and establish base mapping in MicroStation format. A control network that encompasses the project area will be established and a survey control sheet will be developed for use in future phases. The survey will be performed using Mobile LiDAR and Drone Point Cloud technology. It will capture all physical features along the corridor within a 200' wide envelope (100' on each side of the corridor centerline). Visible (above-ground) utilities will be identified; however, utility invert information will not be provided.
- Existing right-of-way
  - The Consultant will develop GIS based linework for the existing right-of-way lines along the corridor.
- Existing utility mapping

- Utility mapping will be obtained for the entire corridor(s). The utilities will be mapped at a Quality Level C and D standard. Quality Level C standards utilize information obtained by surveying and plotting visible above ground utility features and by using professional judgement to correlate this information to quality level D information. Quality Level D standards utilize only as-builts, facility maps provided by owners, and verbal communication of known utility locations. This type of mapping uses no physical or field features to verify alignment or placement of the facility.
- An existing utility base file showing existing utility information at Quality Level C and D standards will be prepared in MicroStation format.

Assumptions:

- The existing right-of-way linework will be developed from available city and county GIS data sources. Research and analysis of existing right-of-way along the corridor from deeds and plat maps are not included.
- Construction staking/layout, setting property corners, and providing utility inverts are not included.

Task 8 Deliverables:

1. STOPS Technical Memorandum
2. Existing topography, existing right-of-way, and existing utility base files
3. Survey control sheet for use in future project phases

Task 9: Refine Locally Preferred Alternative

Upon application of the Level 1 and Level 2 screening criteria and selection of an LPA in Task 7, the Consultant will refine the LPA based on information learned during the alternatives analysis that would influence design changes and to identify potential design options that may require additional analysis in the environmental phase. Based on these refinements, the Consultant will also update the cost estimate.

The refinement process will also identify operational needs that will be required to support the LPA. Working with Park City Transit operations staff, the Consultant will also identify additional operational improvements needed to support the LPA including potential investments in charging systems, routing, and maintenance facilities.

The Consultant will also draft a CIG rating and develop a draft letter to FTA requesting entry into Project Development (as applicable). As stated in Task 7, the CIG criteria will be among those used to screen the alternatives, and Consultants will follow FTA guidance on scoring procedures and benchmarks for individual criteria.

Finally, the Consultant will develop a Scoping Memo for agency and public review and to expedite next steps into NEPA. Action items for expediting transition into NEPA will be identified.

Assumptions:

- Level of design will be sufficient to support the Transit Study process.
- Design concepts for the LPA will be provided as roll plots.
- Environmental Assessment (EA) is the assumed class of action.
- The Consultant will support local adoption of the LPA through participation in up to two Council meetings or work sessions.

Task 9 Deliverables:

1. LPA Design Concept and Cost Estimate (utilizing FTA SCC)
2. Action items for transitioning the LPA into NEPA
3. Draft CIG Rating and Letter to FTA requesting entry into Project Development
4. Draft Project Initiation/Class of Action Package
5. Draft Scoping Memo
6. Collateral for City Council

Task 10: Draft and Final Report

The Consultant will lead the development of draft and final Transit Study Report, with narrative content and graphics as needed to clearly document the Transit Study process, identify the LPA, and outline next steps forward. The report will be compliant with Title VI policies and federal Section 508 policy regarding electronic and information technology accessibility. All documentation will be developed in a form that can be directly incorporated into future environmental documentation.

To summarize, the Consultant will complete the Transit Study and ensure that it will meet FTA requirements as follows:

- The alternatives meet the Purpose and Need.
- The alternatives include all reasonable modes and alignments, including a no-build alternative.
- Each alternative is defined to optimize its performance.
- The alternatives are designed from the start with environmental considerations in mind.
- Engineering will be advanced as far as appropriate and possible for the Transit Study.
- Capital and operating cost estimates are completed for each Level 2 alternative.
- The alternatives are screened per the methodology and criteria developed in the Purpose and Need task.
- The project team works together to identify the LPA.
- The public is engaged in the process and provided opportunities for meaningful input.
- The results of the Transit Study will be organized in matrix, text, and graphic form that will allow for clear cross-comparisons based on issues and the evaluation criteria developed in the purpose and need task.

Assumptions:

- This task is primarily a documentation task and will compile and present materials developed previously under other tasks.

Task 10 Deliverables:

1. Transit Study Report

Recreate 248 Transit Study & NEPA Advancement

Labor Summary			
Task	**Hours**	**Subtotal**	
1. Project Management	426	$120,345.00	
2. Data Collection	293	$60,393.00	
3. Analysis of Existing and Future Conditions	288	$62,980.00	
4. Establish Problem Statement, Define Purpose and Need	108	$26,846.00	
5. Community, Stakeholder, and Agency Engagement	379	$93,387.00	
6. Develop Range of Alternatives and Fatal Flaws Screening	152	$41,552.00	
7. Alternatives Analysis	864	$209,050.00	
8. NEPA Advancement Activities	242	$42,676.00	
9. Refine Locally Preferred Alternative	278	$62,270.00	
10. Draft and Final Report	138	$31,550.00	
Total Labor	**3,168**	**$**	**751,049**
Total Subconsultants		**$**	**188,284**
Total Direct Expenses		**$**	**105,229**
Escalation		**$**	**25,047**
Subtotal NEPA Advancement Activities	***242***	***$***	***333,771***
Subtotal Transit Study Activities	***2,926***	***$***	***735,838***
Total	**3,168**	**$**	**1,069,609**

Horrocks.

Recreate 248 Transit Study

Horrocks.

Role	Senior Advisor	Project Manager	Planning and Environmental Lead	Planning Support	Planning Support	Document Controls & Project Admin	Agency Liaison	FTA Expert	Design Lead	Design Support	Design Support	Utilities Lead	Utilities Coordinator	Utility Design/CADD	Utility Design/CADD	Utility Support	Drainage Lead	Traffic Lead	Traffic Support/Data Collection	Travel Demand Modeling	Microsimulation Traffic Modeling	Environmental Support	Architectural Historian	Water Resources	Environmental Support	Engagement Manager	Engagement Lead	Engagement Support	Branding/Creative Lead	GIS Support	Project Accountant	SharePoint Administrator	Technical Editor & QA/QC Manager				
Employee	Claire Woodman	Alexis Verson	Nicole Tolley	Mehrnaz Fereydouni	Matt Seipold	Kindi Moosman	Shane Marshall	Mary DeLoretto	Jodi Pearson	David Yung	Kenzie Osguthorpe	Josh Fenn	Tracy Olson	Jerry Slaugh	Chandler Parker	Brandon Carrick	Brady Christensen	Michael Heaps	Jake Powell	Jayson Cluff	Scott Newin	Haylie Ferguson	Ben Pearson	Nathan Clarke	Aaron Woods	Katie Kourianos	Katie Williams	Leighton Read	Jordan De Mik	Derrick Sharp	Destinee Rhoades	Wesley Sizemore	Lisa Blackwelder				
Rate	$376.00	$255.00	$368.00	$152.00	$165.00	$165.00	$458.00	$403.00	$354.00	$303.00	$179.00	$237.00	$120.00	$179.00	$135.00	$172.00	$234.00	$317.00	$135.00	$317.00	$210.00	$200.00	$165.00	$165.00	$200.00	$314.00	$138.00	$90.00	$152.00	$293.00	$155.00	$172.00	$172.00				
Task 1 - PROJECT MANAGEMENT	**45**	**116**	**74**	**20**	**0**	**83**	**22**	**22**	**20**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**16**	**8**	**0**			**426**	**$ 120,345**
Project Management Activities	6	18				18																									4					46	$ 10,436
Project Team Meetings (bi-weekly virtual, with up to 6 in person, plus travel time)	9	24	24	12		24	8	8	12																											121	$ 35,256
Project Management Team Meetings, as needed	6	8	8			8	4	4																												38	$ 12,004
Prepare Project Management Plan (PMP)	1	4	2																																	7	$ 2,132
Identify Project Partners and Conduct IDIs (assume up to 5 total, in person)	3	10	10				6																													29	$ 10,106
Develop and Maintain Project Sharepoint Site		4				9																										8				21	$ 3,881
Monthly Invoicing and Progress Reports	2	18																													12					32	$ 7,202
Internal Team Coordination (bi-weekly, virtual)	12	24	24	8		24	4	4	8																											108	$ 30,916
FTA Coordination (assume up to 3 meetings)	6	6	6					6																												24	$ 8,412
Task 2 - DATA COLLECTION	**2**	**9**	**13**	**15**	**12**	**2**	**4**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**16**	**90**	**16**	**90**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**12**	**4**	**0**	**0**	**2**			**293**	**$ 60,393**
Develop Data Collection List		1	4	4																																9	$ 2,335
Review Past Relevant Land Use and Transportation Plans and Numetric Data		1	4	4	8																															17	$ 3,655
Collect and Review Environmental Justice and Equity Data from EPA Tools		1		6	2																	4														13	$ 2,297
Meet with UDOT/PCMC and Identify Planned Improvements		4	4				4																													12	$ 4,324
Meet with Park City Transit Operations and Identify/ Document Operational Parameters	2	2						2																												6	$ 2,068
Collect and Analyze Traffic Count Data at up to 15 Locations																		16	90	16	90															212	$ 41,194
Develop ArcGIS StoryMap Framework			1	1	2	2																							12	4			2			24	$ 4,520
Task 3 - ANALYSIS OF EXISTING AND FUTURE CONDITIONS	**8**	**16**	**34**	**46**	**40**	**24**	**0**	**6**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**56**	**8**	**16**	**8**	**0**	**0**	**0**	**0**	**18**	**0**	**0**	**8**			**288**	**$ 62,980**
Develop Planning Context Based on Data Collection Task		2	2	8	12	4																														28	$ 5,102
Evaluate Current and Future Transportation Conditions	1	4	8	10	8	4																														35	$ 7,840
Conduct High Level Environmental Screening																						12	4	12	4					8						40	$ 8,184
Develop Existing and Future Conditions ArcGIS StoryMap Section	2	4	4	10	12	8																								10			2			52	$ 11,338
Develop Executive Summary of Findings	2	4	8	18	8	8		4														12											2			66	$ 14,448
Develop Environmental Screening Memorandum	1	1	8																			24	4	4	4								2			48	$ 10,839
Develop Early Agency Scoping Memo (if requested by FTA)	2	1	4					2														8											2			19	$ 5,229
Task 4 - ESTABLISH PROBLEM STATEMENT, DEFINE PURPOSE AND NEED	**8**	**14**	**12**	**32**	**10**	**6**	**2**	**8**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**			**108**	**$ 26,846**
Develop Problem Statement	2	2					2																													6	$ 2,178
Develop Purpose and Need	2	4	4	8	4			4	2																											28	$ 7,440
Develop Screening Criteria	2	4	4	12		2			4																											28	$ 6,814
Produce Evaluation Framework Memorandum	2	4	4	12	6	4		4	2																								8			46	$ 10,414
Task 5 - COMMUNITY, STAKEHOLDER, AND AGENCY ENGAGEMENT	**40**	**57**	**59**	**15**	**0**	**0**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**30**	**38**	**58**	**34**	**16**	**0**	**0**	**16**			**379**	**$ 93,387**
Develop Public Engagement Plan	1	1	1	1																						8	2	2					2			18	$ 4,463
Engage with State and Federal Environmental Resource Agencies	1	2	4																								4									11	$ 2,910
Engage with Stakeholder Community Groups (as needed)	2	6	6	6																						2	2	2								26	$ 6,486
Conduct Round 1 of Public Engagement	2	8	8	4																						8	12	16	12	8			4			82	$ 16,808
Conduct Round 2 of Public Engagement	2	8	8	4																						8	12	28	12	8			4			94	$ 17,888
Develop Engagement Summary for ArcGIS StoryMap & PC Website																										2	4	4	4				4			18	$ 2,836
Develop Content for Online Engagement for PCMC to Distribute																										2	2	6	6				2			18	$ 2,700
Engage Executive agency leadership quarterly (4 meetings, in person, travel time)	16	16	16				8																													56	$ 19,648
Establish Technical Advisory Committee and Engage (4 meetings, in person, travel time)	16	16	16				8																													56	$ 19,648
Task 6 - DEVELOP RANGE OF ALTERNATIVES AND FATAL FLAWS SCREENING	**8**	**28**	**28**	**28**	**12**	**0**	**2**	**0**	**6**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**16**	**0**	**16**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**			**152**	**$ 41,552**
Develop a List of Alternatives to Advance into Fatal Flaws Screening	2	8	8	8	4		1		2																											33	$ 8,778
Develop Fatal Flaws Evaluation Framework	1	4	4	4					1																											14	$ 3,830
Conduct a Fatal Flaws Screening and Develop Matrix	1	8	8	8	8				1									16		16	8															74	$ 20,074
Develop Reasonable Range of Alternatives	4	8	8	8			1		2																											31	$ 8,870
Task 7 - ALTERNATIVES ANALYSIS	**8**	**24**	**68**	**66**	**40**	**24**	**6**	**4**	**54**	**60**	**190**	**0**	**0**	**0**	**0**	**0**	**16**	**40**	**52**	**84**	**96**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**24**	**0**	**0**	**8**			**864**	**$ 209,050**
Level 1 Screening	2	8	20	16	8	4	2	4	20	20	60							16	24	40	40									12						296	$ 73,880
Level 2 Screening	4	8	30	30	20	20	4		30	40	130						16	16	24	40	40									12						464	$ 110,238
Develop Level 1 Screening Memo, Level 2 Screening Memo	2	8	18	20	12				4									8	4	4	16												8			104	$ 24,932
Task 8 - NEPA ADVANCEMENT	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**			**0**	**$ -**
Task 9 - REFINE LOCALLY PREFERRED ALTERNATIVE	**12**	**16**	**16**	**56**	**0**	**4**	**0**	**8**	**12**	**14**	**76**	**4**	**0**	**0**	**0**	**0**	**12**	**0**	**0**	**0**	**0**	**46**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2**			**278**	**$ 62,270**
Develop LPA Design Concept	4	4	4	4					10	10	60						8																			104	$ 23,786
Develop LPA Cost Estimate									2	4	16	4					4																			30	$ 6,668
Draft CIG Rating and Letter to FTA for Entry into Project Development	2	2	2	50				4																												60	$ 11,210
Draft Project Initiation/Class of Action Package	2	2	2					2														36														44	$ 10,004
Draft Scoping Memo	4	8	8	2		4		2														10											2			40	$ 10,602
Task 10 - DRAFT AND FINAL REPORT	**6**	**24**	**20**	**24**	**12**	**12**	**4**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**14**	**0**	**0**	**0**	**20**			**138**	**$ 31,550**
Draft Transit Study Report	2	12	8	20	8	8		2																					12				12			84	$ 17,130
Develop Final Transit Study Report	2	4	4	4	4	4																							2				8			32	$ 6,852
Support Council Adoption	2	8	8				4																													22	$ 7,568
LABOR SUBTOTALS	**137**	**304**	**324**	**302**	**126**	**155**	**56**	**52**	**100**	**74**	**266**	**4**	**0**	**0**	**0**	**0**	**28**	**72**	**142**	**116**	**194**	**106**	**8**	**16**	**8**	**30**	**38**	**58**	**60**	**62**	**16**	**8**	**64**			**2,926**	**$ 708,373**
Total Direct Labor	$ 51,512.00	$ 77,520.00	$ 119,232.00	$ 45,904.00	$ 20,790.00	$ 25,575.00	$ 25,648.00	$ 20,956.00	$ 35,400.00	$ 22,422.00	$ 47,614.00	$ 948.00	$ -	$ -	$ -	$ -	$ 6,552.00	$ 22,824.00	$ 19,170.00	$ 36,772.00	$ 40,740.00	$ 21,200.00	$ 1,320.00	$ 2,640.00	$ 1,600.00	$ 9,420.00	$ 5,244.00	$ 5,220.00	$ 9,120.00	$ 18,166.00	$ 2,480.00	$ 1,376.00	$ 11,008.00				$ 708,373
Escalation Year 1; 5% increase for 12 months	$ 1,718	$ 2,585	$ 3,977	$ 1,531	$ 693	$ 853	$ 855	$ 699	$ 1,181	$ 748	$ 1,588	$ 32	$ -	$ -	$ -	$ -	$ 219	$ 761	$ 639	$ 1,226	$ 1,359	$ 707	$ 44	$ 88	$ 53	$ 314	$ 175	$ 174	$ 304	$ 606	$ 83	$ 46	$ 367				$ 23,625
																																					$ -
Escalation Total	**$ 1,718**	**$ 2,585**	**$ 3,977**	**$ 1,531**	**$ 693**	**$ 853**	**$ 855**	**$ 699**	**$ 1,181**	**$ 748**	**$ 1,588**	**$ 32**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 219**	**$ 761**	**$ 639**	**$ 1,226**	**$ 1,359**	**$ 707**	**$ 44**	**$ 88**	**$ 53**	**$ 314**	**$ 175**	**$ 174**	**$ 304**	**$ 606**	**$ 83**	**$ 46**	**$ 367**				**$ 23,625**
Total Labor Budget	**$ 53,230**	**$ 80,105**	**$ 123,209**	**$ 47,435**	**$ 21,483**	**$ 26,428**	**$ 26,503**	**$ 21,655**	**$ 36,581**	**$ 23,170**	**$ 49,202**	**$ 980**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 6,771**	**$ 23,585**	**$ 19,809**	**$ 37,998**	**$ 42,099**	**$ 21,907**	**$ 1,364**	**$ 2,728**	**$ 1,653**	**$ 9,734**	**$ 5,419**	**$ 5,394**	**$ 9,424**	**$ 18,772**	**$ 2,563**	**$ 1,422**	**$ 11,375**				**$ 731,998**
Subconsultants																																		**$ -**			**$ -**
RSG - FTA STOPs Modeling/Ridership Forecasting																																					$ -
CSA - Noise and Vibration Analysis																																					$ -
ZPFI - Economic Analysis																																					$ -
Direct Expenses	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**							**$ 3,840**		
Copying/Printing (Display boards, signage, posters, flyers (full sheet), scroll plots)																																			$ 600		
Mileage																																			$ 3,200		
Monthly email service fee. $20/year																																			$ 40		
Survey and ROW Mapping Costs (see task 8)																																					
Geo-targeted ad buy. Assume one ad buy.																																			$ -		
Total Cost	**$ 53,230**	**$ 80,105**	**$ 123,209**	**$ 47,435**	**$ 21,483**	**$ 26,428**	**$ 26,503**	**$ 21,655**	**$ 36,581**	**$ 23,170**	**$ 49,202**	**$ 980**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 6,771**	**$ 23,585**	**$ 19,809**	**$ 37,998**	**$ 42,099**	**$ 21,907**	**$ 1,364**	**$ 2,728**	**$ 1,653**	**$ 9,734**	**$ 5,419**	**$ 5,394**	**$ 9,424**	**$ 18,772**	**$ 2,563**	**$ 1,422**	**$ 11,375**	**$ -**	**$ 3,840**		**$ 735,838**

NEPA Advancement

	Senior Advisor	Project Manager	Planning and Environmental Lead	Planning Support	Planning Support	Document Controls & Project Admin	Agency Liaison	FTA Expert	Design Lead	Design Support	Design Support	Utilities Lead	Utilities Coordinator	Utility Design/CADD	Utility Design/CADD	Utility Support	Drainage Lead	Traffic Lead	Traffic Support/Data Collection	Travel Demand Modeling	Microsimulation Traffic Modeling	Environmental Support	Architectural Historian	Water Resources	Environmental Support	Engagement Manager	Engagement Lead	Engagement Support	Branding/Creative Lead	GIS Support	Project Accountant	SharePoint Administrator	Technical Editor & QA/QC Manager				
Role																																					
Employee	Claire Woodman	Alexis Verson	Nicole Tolley	Mehrnaz Fereydouni	Matt Seipold	Kindi Moosman	Shane Marshall	Mary DeLoretto	Jodi Pearson	David Yung	Kenzie Osguthorpe	Josh Fenn	Tracy Olson	Jerry Slaugh	Chandler Parker	Brandon Carrick	Brady Christensen	Michael Heaps	Jake Powell	Jayson Cluff	Scott Newin	Haylie Ferguson	Ben Pearson	Nathan Clarke	Aaron Woods	Katie Kourianos	Katie Williams	Leighton Read	Jordan De Mik	Derrick Sharp	Destinee Rhoades	Wesley Sizemore	Lisa Blackwelder				
Rate	$376.00	$255.00	$368.00	$152.00	$165.00	$165.00	$458.00	$403.00	$354.00	$303.00	$179.00	$237.00	$120.00	$179.00	$135.00	$172.00	$234.00	$317.00	$135.00	$317.00	$210.00	$200.00	$165.00	$165.00	$200.00	$314.00	$138.00	$90.00	$152.00	$293.00	$155.00	$172.00	$172.00				
Task 1 - PROJECT MANAGEMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			0	$ -
Task 2 - DATA COLLECTION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			0	$ -
Task 3 - ANALYSIS OF EXISTING AND FUTURE CONDITIONS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			0	$ -
Task 4 - ESTABLISH PROBLEM STATEMENT, DEFINE PURPOSE AND NEED	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			0	$ -
Task 5 - COMMUNITY, STAKEHOLDER, AND AGENCY ENGAGEMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			0	$ -
Task 6 - DEVELOP RANGE OF ALTERNATIVES AND FATAL FLAWS SCREENING	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			0	$ -
Task 7 - ALTERNATIVES ANALYSIS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			0	$ -
Task 8 - NEPA ADVANCEMENT	0	0	0	0	0	0	0	0	8	0	6	16	30	130	36	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			242	$ 42,676
Collect Assessor Parcel Data and Import to CADD									4		2																									6	$ 1,774
Develop Limits and Request Utility Owner Schematic Data									2			8	30																							40	$ 6,204
Develop Preliminary Utility Data in CADD based on Owner provided Information									2		4	8		130	36	8	8																			196	$ 34,698
Task 9 - REFINE LOCALLY PREFERRED ALTERNATIVE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			0	$ -
Task 10 - DRAFT AND FINAL REPORT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			0	$ -
LABOR SUBTOTALS	0	0	0	0	0	0	0	0	8	0	6	16	30	130	36	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			242	$ 42,676
Total Direct Labor	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,832.00	$ -	$ 1,074.00	$ 3,792.00	$ 3,600.00	$ 23,270.00	$ 4,860.00	$ 1,376.00	$ 1,872.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ 42,676
Escalation Year 1; 5% increase for 12 months	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 94	$ -	$ 36	$ 126	$ 120	$ 776	$ 162	$ 46	$ 62	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ 1,422
																																					$ -
Escalation Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 94	$ -	$ 36	$ 126	$ 120	$ 776	$ 162	$ 46	$ 62	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ 1,422
Total Labor Budget	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,926	$ -	$ 1,110	$ 3,918	$ 3,720	$ 24,046	$ 5,022	$ 1,422	$ 1,934	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ 44,098
Subconsultants																																		$ 188,284			$ 188,284
RSG - FTA STOPs Modeling/Ridership Forecasting																																		$ 152,284			$ 152,284
CSA - Noise and Vibration Analysis																																		$ 11,000			$ 11,000
ZPFI - Economic Analysis																																		$ 25,000			$ 25,000
Direct Expenses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0							$ 101,389		
Copying/Printing (Display boards, signage, posters, flyers (full sheet), scroll plots)																																					
Mileage																																					
Monthly email service fee. $20/year																																					
Survey and ROW Mapping Costs (see task 8)																																			$ 101,389		
Geo-targeted ad buy. Assume one ad buy.																																					
Total Cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,926	$ -	$ 1,110	$ 3,918	$ 3,720	$ 24,046	$ 5,022	$ 1,422	$ 1,934	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 101,389		$ 333,771

Scott Bishop Carter Rose Trevor Jensen Logan Atkinson Kade Olson Cash Canto Tyler Puter Conner Horlac Clayton Muir Bryan Worthen Phil Moehle Heather Kinsey Kylee Olson Travis Taylor Jackson Koski Riley Kinsey Ryan Merrill Kaydee Bugden Curtis Rhoades Kendrick Kidney

NAME AND LABOR CATEGORY

Activity ID	Task	Description	Scott Bishop Sr. Licensed Surveyor II	Carter Rose Surveyor/ROW Technician II	Trevor Jensen Sr. Licensed Surveyor	Logan Atkinson Surveyor/ROW Technician II	Kade Olson Surveyor/ROW Tech III	Cash Canto Surveyor/ROW Technician II	Tyler Puter Surveyor/ROW Tech III	Conner Horlacher Field Technician II	Clayton Muir Field Technician	Bryan Worthen Sr. Surveyor/ROW Tech	Phil Moehle Licensed Surveyor	Heather Kinsey Sr. Design Tech II	Kylee Olson Surveyor/ROW Tech III	Travis Taylor Surveyor/ROW Tech III	Jackson Koski Jr. Cad Tech	Riley Kinsey Cad Tech	Ryan Merrill Surveyor/ROW Technician II	Kaydee Bugden Surveyor/ROW Technician II	Curtis Rhoades Surveyor/ROW Tech III	Kendrick Kidney Surveyor/ROW Technician II	HOURS PER TASK
Survey Project Management																							
	1	Meetings/Trainings			6																		6
	2	Mobilization Prep			1																		1
	3	Survey Organization			2																		2
																							0
		SUBTOTAL	**0**	**0**	**9**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**9**
Field Survey																							
	1	Establish Survey Control				2	2	2															6
	2	Survey PLSS and ROW Monumentation		8							8	8											24
	3	Differential Levels looped				40	40	40															120
	4	Travel to and From Project				6	6	6															18
	5	Drone Flight of Area				7	7	7															21
	6	Supplemental Topography				14	14	14															42
	7	QC shot verifications				2	2	2															6
		SUBTOTAL	**0**	**8**	**0**	**71**	**71**	**71**	**0**	**0**	**8**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**237**
Mobile LiDAR																							
	1	Set Targets				3	3	3															9
	2	Drive Tracks				6	6	6															18
	3	Terrestrial Scanning				2	2	2															6
	4	Downloads				1	1	1															3
																							0
		SUBTOTAL	**0**	**0**	**0**	**12**	**12**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**36**
Processing																							
	1	Survey Control							4														4
	2	Mobile LiDAR											12										12
	3	Terrestrial LiDAR											2										2
	4	Supplemental Survey											5										5
	5	Survey Control Sheet											6										6
	6	Drone Flight and Data							3														3
																							0
		SUBTOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**7**	**0**	**0**	**0**	**25**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**32**
CADD																							
	1	Point Cloud data extraction												14	14	43	30	30	58	26	26	58	299
	2	Terrain Model												14									14
	3	Topographic Map Overall												14									14
	4	Survey Control Sheet													24								24
																							0
		SUBTOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**42**	**38**	**43**	**30**	**30**	**58**	**26**	**26**	**58**	**351**
Right of Way																							
	1	Survey Control																					0
	2	Research																					0
	3	Base Map																					0
																							0
		SUBTOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
QC																							
	1	Terrain Model			1									9									10
	2	Existing Topography			1									9									10
	3	Survey Control Sheet			1																		1
																							0
		SUBTOTAL	**0**	**0**	**3**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**18**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**21**
		Direct Labor Total Hours	**0**	**8**	**12**	**83**	**83**	**83**	**7**	**0**	**8**	**8**	**25**	**60**	**38**	**43**	**30**	**30**	**58**	**26**	**26**	**58**	**686**
		Per Cent Per Person	0.0%	1.2%	1.7%	12.1%	12.1%	12.1%	1.0%	0.0%	1.2%	1.2%	3.6%	8.7%	5.5%	6.3%	4.4%	4.4%	8.5%	3.8%	3.8%	8.5%	**100.0%**

Total Cost $ **101,389.00**

Begin	9/1/2016	Average Utilization	0.00%	4.00%	6.00%	41.50%	41.50%	41.50%	3.50%	0.00%	4.00%	4.00%	12.50%	30.00%	19.00%	21.50%	15.00%	15.00%	29.00%	13.00%	13.00%	29.00%
End	12/31/2017																					
Duration	0 months																					
	5.0 weeks																					
	200 normal hours																					

SR-248 Transit Study Timeline

PARK CITY 1884

RECREATE248

Pre-Transit Study Work Activities

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN
	2024						2025 - 2026												
Public Involvement	Develop Engagement Plan Charter		Council Check-In		Purpose & Need Alternatives Fatal Flaw Screening	Council Check-In					Council Check-In					LPA + Scoping for EA	Council Check-In		
Transit Study Planning	Collect Data	Purpose & Need	Full Range of Alts	Fatal Flaw Purpose & Need Screening		Refine Reasonable Range of Alts		Level 1 Screening			Refine Best Performing Alts		Level 2 Screening				Select LPA Refine if Needed		
Design			Collect Survey & Utilities High Level Definition of Alts			Develop Alt Footprint		High Level Conceptual Design					LPA Refinements if Needed		Advance to 10% or 30%				
Environmental (EA)	Collect Data	Corridor Environmental Scan												Cultural Survey Bio/Water Survey Noise & Vibration Assesment		Draft: Scoping Package Class of Action EA Outline & Methods		Initiate NEPA (Assume EA)	
FTA Coord + CIG Path	FTA Early Project Coord										FTA STOPS Modeling Prep			FTA STOPS Modeling & Draft CIG Rating				FTA Class of Action Coord	Request Entry into Project Dev

Glossary of Terms:

FTA: Federal Transit Administration
NEPA: National Environmental Policy Act
EA: Envrionmental Assessment
CIG: Capital Investment Grants
FTA STOPS: Federal Transit Administration Simplified Trips-on-Project Software
LPA: Local Public Agencies

City Council Staff Report

Subject: Purchase of Silver Star Unit #65-9
Author: Rhoda Stauffer, Housing Program Administrator
Department: Housing / Community Development
Date: June 6, 2024

Recommendation

Review and consider authorizing the City Manager to purchase a one-bedroom condominium at 1835 Three Kings Drive, #65-9, for $308,230 for City employee housing utilizing the Affordable Housing Fund.

Background

In December 2023, the executor of the owner's estate notified the Housing Team that they intended to sell Silver Star unit #65-9 as required by the deed restrictions. After five months of using our standard sales waitlist process and policies, a successful sale has not occurred. In resent resales, we've been getting fewer full applications. I believe applicants are hoping and waiting for interest rates to come back down. The unit was under contract once and the buyer didn't provide a reason for cancelling. Another buyer didn't move forward because of the lack of storage space that is characteristic of the Silver Star affordable units.

The executor is requesting to sell the unit to the City. The City will be able to purchase this beautifully maintained fully furnished unit for the Maximum Resale Price (MRP) of $308,230 per the terms of the deed restrictions. An inspection has already taken place and minor repairs completed.

Analysis

The purchase of this unit provides an opportunity to expand the City's employee housing inventory in a very desirable area, located on transit, and within easy walking distance to several public facilities that provide essential services (3Kings, Police, Public Works, and Transit). This unit would be the first one-bedroom available to City employees. The only current options for rent to non-transit city employees are two- and three-bedroom condos and a four-bedroom detached house. The purchase of this unit would bring the total in the non-transit employee housing inventory to nine units.

All the City's existing non-transit units are filled or reserved. As of late Summer, we will have no available units, and the first availability would be in January 2025. When units are fully occupied, we have no options for employees experiencing housing emergencies and/or for upcoming recruitments. We currently have an employee on the waitlist and two recruitments underway that may need housing.

Funding

Funding will come from the Affordable Housing Asset Acquisition account, which currently has more than adequate funding to support this acquisition without hindering our ability to consider additional acquisitions and partnerships.

Attachments

EXHIBIT A: Sales Contract for 1835 Three Kings Drive, #65-9

REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY DEPOSIT

On this 13 day of June, 2024 ("Offer Reference Date") Park City Municipal Corporation ("Buyer") offers to purchase from Estate of Howard Lawrence Schatz ("Seller") the Property described below and **agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23),** an Earnest Money Deposit in the amount of $5,000.00 in the form of wire transfer. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

OFFER TO PURCHASE

1. PROPERTY: 1835 Three Kings Drive, #65-9

City of Park City, County of Summit, State of Utah, Zip UT Tax ID No. SSP-65-9 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

1.1 Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; solar panels; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; water softeners; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; all window coverings including curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; all installed TV mounting brackets; all wall and ceiling mounted speakers; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 Other Included Items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale **(check applicable box):** ☑ **washers** ☑ **dryers** ☑ **refrigerators** ☑ **microwave ovens** ☑ **other (specify)** Estate items including: wall art, desks, chairs, lamps, bike racks, couch, tv storage, coat storage/ shelves, and all other personal items left at closing.

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there ☐ **ARE** ☑ **ARE NOT** additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

1.3 Excluded Items. The following items are excluded from this sale: N/A

1.4 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: N/A

2. PURCHASE PRICE.

2.1 Payment of Purchase Price. The Purchase Price for the Property is $ 308,230.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) through 2.1(e) below. Any amounts shown in Sections 2.1(c) and 2.1(e) may be adjusted as deemed necessary by Buyer and the Lender (the "Lender").

$5,000.00	(a)	**Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non-refundable.
$0	(b)	**Additional Earnest Money Deposit** (see Section 8.4 if applicable)
$0	(c)	**New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer: If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.
$0	(d)	**Seller Financing** (see attached Seller Financing Addendum)
$ 303,230.00	(e)	**Balance of Purchase Price in Cash at Settlement**
$ 308,230.00		**PURCHASE PRICE. Total of lines (a) through (e)**

2.2 Sale of Buyer's Property. Buyer's ability to purchase the Property, to obtain the Loan referenced in Section 2.1(c) above, and/or any portion of the cash referenced in Section 2.1(e) above [○] IS [◉] **IS NOT** conditioned upon the sale of real estate owned by Buyer. If checked in the affirmative, the terms of the attached subject to sale of Buyer's property addendum apply.

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any Loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new Loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder ("Recording"). The actions described in 3.2 (b) and (c) shall be completed no later than four calendar days after Settlement.

3.3 Possession. Except as provided in Section 6.1(a) and (b), Seller shall deliver physical possession of the Property to Buyer as follows: ☑ **Upon Recording;** ☐ _____ **Hours after Recording;** ☐ ___ **Calendar Days after Recording.** Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. The provisions of this Section 3.3 shall survive Closing.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 4.1 shall survive Closing.

4.2 Special Assessments. Any assessments for capital improvements as approved by the homeowner's association ("HOA") (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: ☑ **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)** ______________________.
The provisions of this Section 4.2 shall survive Closing.

4.3 Fees/Costs/Payment Obligations.

(a) Escrow Fees. Unless otherwise agreed to in writing, Seller and Buyer shall each pay their respective fees charged by the escrow/closing office for its services in the settlement/closing process. The provisions of this Section 4.3(a) shall survive Closing.

(b) Rental Deposits/Prepaid Rents. Rental deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) for long term lease or rental agreements, as defined in Section 6.1(a), and short-term rental bookings, as defined in Section 6.1(b), not expiring prior to Closing, shall be paid or credited by Seller to Buyer at Settlement. The provisions of this Section 4.3(b) shall survive Closing.

(c) HOA/Other Entity Fees Due Upon Change of Ownership. Some HOA's, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by: ☑ **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)** ______________________.
The provisions of this Section 4.3(c) shall survive Closing.

(d) Utility Services. Buyer agrees to be responsible for all utilities and other services provided to the Property after the Settlement Deadline. The provisions of this Section 4.3(d) shall survive Closing.

(e) Sales Proceeds Withholding. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 4.3(e) shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent(s) N/A ______________________, represent(s) ☐ **Seller** ☐ **both Buyer and Seller as Limited Agent(s);**

Seller's Agent(s) Utah Real Estate License Number(s): ______________________.

Seller's Brokerage N/A ______________________, represents ☐ **Seller** ☐ **both Buyer and Seller as Limited Agent;**

Seller's Brokerage Utah Real Estate License Number: ______________________.

Buyer's Agent(s) N/A ______________________, represent(s) ☐ **Buyer** ☐ **both Buyer and Seller as Limited Agent(s);**

Buyer's Agent(s) Utah Real Estate License Number(s): ______________________.

Buyer's Brokerage N/A ______________________, represents ☐ **Buyer** ☐ **both Buyer and Seller as a Limited Agent.**

Buyer's Brokerage Utah Real Estate License Number: ______________________.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8.

(a) Long-Term Lease or Rental Agreements. Buyer agrees to accept title to the Property subject to any long-term tenant lease or rental agreements (meaning for periods of thirty (30) or more consecutive days) affecting the Property not expiring prior to Closing. Buyer also agrees to accept title to the Property subject to any ~~existing~~ rental and property management agreements affecting ~~the~~ Property not expiring prior to Closing.

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DB 6/17/2024

The provisions of this Section 6.1(a) shall survive Closing.

(b) Short-Term Rental Bookings. Buyer agrees to accept title to the Property subject to any short-term rental bookings (meaning for periods of less than thirty (30) consecutive days) affecting the Property not expiring prior to Closing. The provisions of this Section 6.1(b) shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the *ALTA Homeowner's Policy of Title Insurance* (the "*Homeowner's Policy*"). If the *Homeowner's Policy* is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the *Homeowner's Policy* if available through any other title insurance agency selected by Buyer; (b) if the *Homeowner's Policy* is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an *ALTA Owner's Policy of Title Insurance ("Owner's Policy")* available through the Issuing Agent.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

(a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section10.3;
(b) a *Lead-Based Paint Disclosure & Acknowledgement* for the Property, completed, signed and dated by Seller (only if the Property was built prior to 1978);
(c) a Commitment for Title Insurance as referenced in Section 6.1;
(d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
(e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
(f) a copy of any long-term tenant lease or rental agreements affecting the Property not expiring prior to Closing;
(g) a copy of any short-term rental booking schedule (as of the Seller Disclosure Deadline) for guest use of the Property after Closing;
(h) a copy of any existing property management agreements affecting the Property;
(i) evidence of any water rights and/or water shares referenced in Section 1.4;
(j) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations;
(k) In general, the sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the *Foreign Investment in Real Property Tax Act of 1980* (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, partnership, trust or estate. If FIRPTA applies to Seller, Seller is advised that Buyer or other qualified substitute may be legally required to withhold this tax at Closing. In order to avoid closing delays, if Seller is a foreign person under FIRPTA, Seller shall advise Buyer in writing; and
(l) Other (specify) ______________________________

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: [✓] **IS** [ ] **IS NOT** conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition, and except as provided in Sections 8.2(a) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property [✓] **IS** [ ] **IS NOT** conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal

DB 6/17/2024

Condition, and except as provided in Sections 8.1(b) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.3 FINANCING CONDITION. (Check Applicable Box)

(a) ☑ **No Financing Required.** Buyer's obligation to purchase the Property **IS NOT** conditioned upon Buyer obtaining financing. If checked, Section 8.3(b) below does NOT apply.

(b) ☐ **Financing Required.** Buyer's obligation to purchase the Property **IS** conditioned upon Buyer obtaining the Loan referenced in Section 2.1(c). This Condition is referred to as the "Financing Condition." If checked, Sections 8.3(b)(i), (ii) and (iii) apply; otherwise they do not. If the REPC is not cancelled by Buyer as provided in Sections 8.1(b) or 8.2(a), then Buyer agrees to work diligently and in good faith to obtain the Loan.

(i) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may, after the Due Diligence Deadline referenced in Section 24(b), if applicable, cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon $0________ of Buyer's Earnest Money Deposit shall be released to Seller without the requirement of further written authorization from Buyer, and the remainder of Buyer's Earnest Money Deposit shall be released to Buyer without further written authorization from Seller.

(ii) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to the escrow/closing office as required under Section 3.2, then Buyer shall not be obligated to purchase the Property and Buyer or Seller may cancel the REPC by providing written notice to the other party.

(iii) Earnest Money Deposit(s) Released to Seller. If the REPC is cancelled as provided in Section 8.3(b)(ii), Buyer agrees that all of Buyer's Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. Seller agrees to accept, as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3, as applicable, then no later than the Due Diligence Deadline, or the Financing & Appraisal Deadline, whichever is later, Buyer: ☐ **WILL** ☑ **WILL NOT** deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of $________________. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ☑ **ARE** ☐ **ARE NOT** addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☐ **Addendum No.** __________ ☐ **Seller Financing Addendum** ☐ **FHA/VA Loan Addendum** ☐ **Other (specify)** Council Approval.

10. HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.

10.1 Home Warranty Plan. A one-year Home Warranty Plan ☐ **WILL** ☑ **WILL NOT** be included in this transaction. If included, the Home Warranty Plan shall be ordered by ☐ **Buyer** ☐ **Seller** and shall be issued by a company selected by ☐ **Buyer** ☐ **Seller.** The cost of the Home Warranty Plan shall not exceed $______ and shall be paid for at Settlement by ☐ **Buyer** ☐ **Seller.**

10.2 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property. The provisions of Section 10.2 shall survive Closing.

10.3 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in Section 7(a); (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted; (d) deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings; and (e) repair any Seller or tenant moving-related damage to the Property at Seller's expense. The provisions of Section 10.3 shall survive Closing.

11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION. No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that except as provided in Section 12.5 below, from the date of Acceptance until the date of Closing the following additional items apply:

12.1 Alterations/Improvements to the Property. No substantial alterations or improvements to the Property shall be made or undertaken without prior written consent of Buyer.

12.2 Financial Encumbrances/Changes to Legal Title. No further financial encumbrances to the Property shall be made, and no changes in the legal title to the Property shall be made without the prior written consent of Buyer.

12.3 Property Management Agreements. No changes to any existing property management agreements shall be made and no new property management agreements may be entered into without the prior written consent of Buyer.

12.4 Long-Term Lease or Rental Agreements. No changes to any existing tenant lease or rental agreements shall be made and no new long-term lease or rental agreements, as defined in Section 6.1(a), may be entered into without the prior written consent of Buyer.

12.5 Short-Term Rental Bookings. If the Property is made available for short-term rental bookings as defined in Section 6.1(b), Seller **MAY NOT** after the Seller Disclosure Deadline continue to accept short-term rental bookings for guest use of the property without the prior written consent of Buyer.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: [✓] **SHALL** [ ] **MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration arising out of the transaction contemplated by the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

 Buyer's Initials DS MD **Date** 6/17/2024 **Seller's Initials** DS KS **Date** 6/16/2024

DS DB 6/17/2024

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. The REPC may be executed in counterparts. Signatures on any of the Documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline July 1, 2024 (Date)

(b) Due Diligence Deadline July 8, 2024 (Date)

(c) Financing & Appraisal Deadline N/A (Date)

(d) Settlement Deadline July 12, 2024 (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 ☐ **AM** ☑ **PM** Mountain Time on June 17, 2024 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

Matt Dias 6/17/2024
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(Buyer's Signature) (Date) (Buyer's Signature) (Date)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

☐ **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified by the attached ADDENDUM No________

☐ **REJECTION:** Seller rejects the foregoing offer.

DocuSigned by:

ROB SLETTOM 6/16/2024 8:00pm
4809108D80AC4A1...

Dean Burntt 6/17/2024 7:40 AM
754399BEB2A146C...

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE SEPTEMBER 1, 2017. AS OF JANUARY 1, 2018, IT WILL REPLACE AND SUPERSEDE THE PREVIOUSLY APPROVED VERSION OF THIS FORM.

 Buyer's Initials DS MD **Date** 6/17/2024 **Seller's Initials** DS RS **Date** 6/16/2024

DS DB 6/17/2024

ADDENDUM NO. 1 TO

REAL ESTATE PURCHASE CONTRACT

THIS IS AN [X] ADDENDUM [ ] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of June 13, 2024, including all prior addenda and counteroffers, between **Park City Municipal Corporation** as Buyer, and **Estate of Howard Lawrence Schatz** as Seller, regarding the Property located at 1835 Three Kings Dr., Park City UT 84060, Unit# 65-9. The following terms are hereby incorporated as part of the REPC:

The purchase of this unit is conditioned upon the approval of the Park City Council in an open and public meeting.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. **[X] Seller [ ] Buyer** shall have until 5:00 **[ ] AM [X] PM** Mountain Time on June 17, 20 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

DocuSigned by:
Matt Dias 6/17/2024 925
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[X] Buyer [ ] Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[ ] ACCEPTANCE: [ ] Seller [ ] Buyer hereby accepts the terms of this ADDENDUM.

[ ] COUNTEROFFER: [ ] Seller [ ] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. 1

DocuSigned by:
ROB SLETTOM 6/16/2024 8:00pm
48091D6D80AC4A1...

DocuSigned by:
Dean Burnett 6/17/2024 7:40 AM
754399BEB2A146C...

(Signature) (Date) (Time) (Signature) (Date) (Time)

[ ] REJECTION: [ ] Seller [ ] Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

City Council Staff Report

Subject: Water SCADA Contract
Author: Jason Christensen, Water Resources Manager
Department: Public Utilities
Date: June 27, 2024

Recommendation

Authorize the City Manager to execute a contract for SCADA support, in a form approved by the City Attorney's Office, with SKM Engineering, LLC in an amount not to exceed $994,178.08.

Executive Summary

Public Utilities uses a SCADA (System Control and Data Acquisition) system to operate our water system. SCADA allows for remote data acquisition, and the application of logic to that data to take action. For example, when a tank hits a certain level a pump may turn on, or when certain water chemistry is detected, an alert will go out to an operator. A system as complex as Park City's could not be managed without SCADA. This contract provides access to programming and instrumentation expertise to maintain this system. We are seeking Council authorization for an approximately five-year term with SKM Engineering to support this need.

Analysis

Executing multi-year contracts allows for better compliance and efficiency with our purchasing policy and risk management, and provides consistency from programmers and technicians that understand our water system, staff, and needs. These contracts are structured as as-needed time and material contracts, and actual expenditures under the contracts will depend on system needs. Restated, the amount of these contracts is not guaranteed, but is available to Public Utilities should the need arise. Securing several years of service from SCADA system vendors is standard practice for Public Utilities. (November 8, 2018; October 13, 2020; December 8, 2021; January 24, 2023)

Public Utilities uses SCADA programmers to code and test the logic necessary to run a complex water system. We use SCADA instrumentation experts to assist in troubleshooting and connecting the instrumentation needed to gather data about the water system. These are often pressure transducers, water quality instrumentation, treatment plant process controls, and pump controls. We continue to evaluate the balance between the addition of staff and equipment against the use of outside SCADA expertise. Having outside SCADA expertise remains attractive given the complexity of SCADA, and the need for high-demand, high-compensation skills like programming. Bringing these skills in-house would require multiple new full-time employees with associated equipment and training expenses. This contract is more attractive and cost-effective for that reason.

Consistent with the City's Procurement Rules, a Request for Proposals was issued and two proposals were received. After review by the selection committee, Public Utilities is recommending Council authorize contracts with a single vendor, SKM Engineering, to provide these services.

The total awarded is $994,178.08. Past spending on SCADA support was analyzed over Fiscal Years 2021 to 2023 which resulted in an average spending of almost $160,000 per year. This was not escalated as we anticipate a decrease in spending after a proactive improvement to the data backhaul system for SCADA. This results in $160,000 per year over an approximate 5-year term. An additional $200,000 was added to support an upgrade of the system to the latest software version, which is necessary to support IT security and risk management goals.

Funding

This funding is from water service fees and is included in the adopted water operations and CIP budgets.

PARK CITY 1884

City Council Staff Report

Subject:	**Department of Alcohol and Beverage Services Lease - 460 Swede Alley**
Author:	**Heinrich Deters**
Department:	**Trails & Open Space Department**
Date:	**June 28, 2024**

Recommendation

Review and approve a lease amendment with the Utah Department of Alcoholic Beverage Services (DABS) for the continued operation of a small store in the city-owned facility located at 460 Swede Alley in a form approved by the City Attorney's Office. (Exhibit A)

Background

The DABS (then DABC) entered into an original lease to provide related services with Park City on November 1, 1987. At that time, the DABC store was located on the lower level of what is now the Park City Museum.

On August 8, 2007, the City Council approved a construction contract to build a retail building in Swede Alley, consisting of approximately 4,000 square feet and 2 tenant spaces. Simultaneously, the Council agreed that the DABC was the appropriate tenant for the ground floor space.

In September 2007, the City Council entered into a Memorandum of Understanding (MOU) with the DABC to relocate the DABC from their space within the Park City Museum to 460 Swede Alley, at the same rate per square foot. The new tenant space is approximately 1,790 square feet.

DABC later rebranded to become the DABS.

The DABS and PCMC have extended the lease term several times, with the most recent amendment approved by the City Council in 2021, and included:

- **Addendum 5**- An initial two-year term (July 1, 2020- June 30, 2022) with the option to renew for an additional two years;
    - Increased base rental rate, from $5.80 sq./ft. to $6.40 sq./ft.; and
    - Removed the Park City Municipal Building Authority and replaced Park City Municipal as the official owner of the property.
- **Addendum 6**- (July 1, 2022- June 30, 2024) DABS and PCMC agreed to pursue the two-year extension option contemplated in the agreement which included an increased rental rate to $7.06 sq./ft.
    - It converted the lease to month-to-month at the end of each two-year term if the lease was not renewed, at which point either party could cancel upon 30-day notice; and
    - All other standard terms and covenants remained in effect.

Analysis

The DABS Swede Alley store provides a valuable (sales tax) and convenient (non-monetary community) amenity for residents and visitors of Park City and Old Town. That being said, from time to time, the DABS has suggested that were it not for Park City's desire and support of an affordable Old Town location, they would eliminate the store due to staffing and financial concerns.

Rent and Sales Tax Revenue

- Rent garnered for the previous four-year lease provided revenue in the amount of $48,187.
- Based on FY23 gross sales of $2,700,000 and the current 3.025 tax rate, the lease provided approximately $81,675 in sales tax revenue that year.

Addendum 7

DABS representatives hold frequent discussions with PCMC as they continue to search for an additional distribution facility within the Park City area. During the most recent conversation, we discussed possible renewal terms for 460 Swede Alley similar to past extensions, which include:

- *2-year initial term with an option to renew for an additional two-year term:*
  - *Initial Term: July 1, 2024, through June 30, 2026, at a rate of $7.41 per square foot or $13,263.90 annually.*
  - *Optional Term: July 1, 2026, through June 30, 2028, at a rate of $7.78 per square foot or $13,926.20 annually.*

DABS representatives support the above terms, so we have included them in Exhibit A for the Council's consideration and approval.

City Subsidy for Related Services

In general, the argument in favor of continuing to support a subsidized lease with the DABS has always been based upon the following considerations:

- Economic Support of Main Street: A recent article outlining a new DABS store in Salt Lake City touts the importance of providing facilities to attract tourists to an area. A subsequent article notes the stores' importance in supporting adjacent restaurants and lodging. Additionally, we spoke with the HPCA executive director, who noted that the store is a vital amenity for the community and Main Street merchants.
- Sales Tax Revenue: As noted, the store provided over $81,500 in sales tax revenue in FY23.

DABS Store Concerns: Due to previous staffing and financial concerns, the DABS suggested that if Park City did not desire an Old Town location, they would eliminate this store. As the sole provider of liquor-related services in the state, the Council should consider the rental rate carefully.

Funding

No funding is currently requested

EXHIBIT A

STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT
AMENDMENT NO. 7 TO
CONTRACT NO. 88-2073

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between PARK CITY MUNICIPAL CORPORATION, hereinafter referred to as "LESSOR," and the STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "LESSEE," for the use of the Department of Alcoholic Beverage Control.

W I T N E S S E T H

WHEREAS, LESSOR and LESSEE have heretofore entered into that certain lease agreement (Contract No. 88-2073) for 1,790 square feet of retail space in the facility located at 460 Swede Alley, Unit 100, Park City, Utah, hereinafter referred to as the "Premises", which lease agreement commenced November 1, 1987, and was amended by Amendment Nos. 1, 2, 3, 4, 5, and 6, collectively, the "Lease Agreement",

WHEREAS, Amendment No. 6 expires June 30, 2024,

WHEREAS, LESSOR and LESSEE mutually desire to exercise the 2-year renewal option as detailed in Amendment 6 for the term July 1, 2024 through June 30, 2026, and

WHEREAS, LESSOR and LESSEE mutually desire to renew the subject Lease Agreement for an additional two (2) year renewal option which term is July 1, 2026 through June 30, 2028.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, and agreements herein contained, and other good and valuable considerations, it is covenanted and agreed between the parties that the aforesaid Lease Agreement be modified and amended as follows:

PARAGRAPH 1. <u>RENEWAL OR EXTENDED TERM</u>

1.1 This Lease Agreement is hereby renewed and extended for an additional term of two (2) years, which term shall commence on July 1, 2024 and shall expire June 30, 2026, and shall continue thereafter on a month-to-month rental basis, if option to renew is not exercised by LESSEE as provided for in Paragraph 2 of this Amendment No. 7, until terminated by either party by giving thirty (30) days' advance written notice to the other party.

PARAGRAPH 2. <u>OPTION TO RENEW</u>

2.1 LESSOR covenants with LESSEE that LESSOR shall, at LESSEE'S option, grant and lease to LESSEE at the expiration of the lease term the Premises pursuant to the provisions of this Lease Agreement for an additional term of two (2) years which is July 1, 2026 through June 30, 2028, thereafter, with a like covenant for future renewals of the Lease Agreement as is contained in this Amendment No. 7, and on the same terms and conditions, except as to the annual rent, which rent shall be $7.78 per square foot or $13,926.20 per year. This option shall automatically renew unless LESSEE notifies LESSOR in writing at least thirty (30) days prior to the expiration of this renewal term if said option is to NOT be exercised.

PARAGRAPH 3. <u>CONSIDERATION</u>

3.1 For the renewal or extended period beginning July 1, 2024, and ending June 30, 2026, the sum of the annual base rent shall be payable by LESSEE to LESSOR for the 1,790 square feet, more or less, of retail space according to a rental rate of Seven Dollars and Forty One Cents ($7.41) per square foot per year, for an annual rental of Thirteen Thousand Two Hundred Sixty Three Dollars and Ninety Cents ($13,263.90). LESSEE shall pay such annual base rent in one (1) annual payment within fifteen (15) days of the first day of July each year during the term hereof.

Period Begins	Period Ends	Rent/SF/Yr.	Monthly Rent	Annual Rent
1-Jul-2024	30-Jun-2026	$7.41	$1,105.33	$13,263.90
Total:				$13,263.90

PARAGRAPH 4. <u>REPRESENTATION</u>

4.1 LESSOR acknowledges and confirms that Park City Municipal Corporation is the lawful representative of the Leased Premises and it has the right to lease the same herein provided, and guarantee quiet and peaceable enjoyment of the Leased Premises to LESSEE.

4.2 LESSEE represents that is has examined the Leased Premises and has not relied upon any statements, representations or agreements whatsoever as to the condition of the Leased Premises, and LESSEE accepts the same with the understanding of the building meets all code requirements.

4.3 All other covenants, terms and conditions of the subject Lease Agreement not modified by this Amendment No. 7 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto sign and cause this Amendment No. 7 to be executed.

LESSEE	LESSOR
State of Utah	Park City Municipal Corporation
__________________________	__________________________
Lee Fairbourn Date	Nann Worel Date
Real Estate Manager	Mayor
Division of Facilities Construction and Management	
__________________________	__________________________
Tiffany Clason Date	City Recorder's Office Date
Director	
Department of Alcoholic Beverage Services	
__________________________	APPROVED as to Form:
Sean Williford Date	
Finance Director	
Department of Alcoholic Beverage Services	
	__________________________
	City Attorney's Office Date

APPROVED:

____

Utah Division of Finance

City Council Staff Report

Subject: Recreation Advisory Board Appointments
Author: Tate Shaw, Assistant Recreation Director
Department: Recreation Department
Date: June 27, 2024

Recommendation

After reviewing applications and conducting virtual interviews, we recommend you consider appointing the following Park City residents to serve on the Recreation Advisory Board for the terms outlined below:

Name	Term End
Abby McNulty (Reappointment)	June 2027
Susan Mayo	June 2027
Kathy Carey	June 2027

Appointments to the RAB are to be made by the Mayor with the advice and consent of the City Council (Park City Municipal Code 2-4-14(A)). Accordingly, the Mayor reviewed our recommendation and concurred.

Analysis

The Recreation Advisory Board advises the City Council on matters related to parks, recreation, and beautification initiatives. The Board may have five to nine members with three-year staggered terms. RAB vacancies are created by terms that end each June.

This year's RAB recruitment was posted on the Park City Website, Park Record Newspaper, KPCW, and social media. The City received 14 applications, of which 11 qualified as City residents. One applicant was seeking reappointment. The RAB may have between five and nine members. Given the number of applicants, we recommend the maximum number of members (9), which means three individuals appointed to a three-year term.

The interview committee consisted of Councilor Ed Parigan, RAB representative and Vice-Chair Meg Steele, Assistant Recreation Director Tate Shaw, and Division Manager Heather Todd. The Committee interviewed all applicants on May 21 and 22. All applicants were well qualified, which led to a robust discussion before reaching a recommendation. Our goal is to have a board whose members will keep all aspects of recreation in mind and will not singularly focus on a particular issue, sport, constituency, capital project, or facility amenity.

We recommend the Mayor consider three applicants for appointment. We recommend reappointing Abby McNulty and adding two new board members: Susan Mayo and Kathy Carey. All three will have terms through June 2027.

The Recreation Advisory Board Roster

Name	Term End
Abby McNulty	June 2027
Susan Mayo	June 2027
Kathy Carey	June 2027
Holland Lincoln	June 2026
Jody Whitesides	June 2026
Kraig Moyes	June 2026
Emma Gerrard	June 2025
Meg Steele	June 2025
Julian Coffman	June 2025

Attachments

Exhibit A: Interview Questions

Exhibit A

Recreation
Advisory Board
Interview Questions

1. (Tate) What recreation facilities or programs do you or your family participate in?

2. (Ed) What is the role of public recreation in the community?

3. (Meg) What are your views on the issue of public recreation facilities versus private facilities?

4. (H) What do you perceive to be the single greatest improvement that could be made to the recreational offerings in Park City?

5. (Ed) If selected to be on RAB, what would you want to see accomplished within the next three years?

6. (Meg) How do you balance the competing needs of user groups with limited facilities? What criteria or data would you use to evaluate scheduling and usage?

7. (Tate) What are your thoughts on the level of taxpayer support recreation should receive. In other words, should the department be funded with user fees, taxes or a combination of the two. Why?

8. (H or Tate) Any questions for us?

City Council
Staff Report

Subject: Historic Preservation Board Appointments
Author: Rebecca Ward, Planning Director
Date: June 28, 2024

Recommendation
Consider reappointing three members to the Historic Preservation Board for three-year terms.

Summary
The seven-member Historic Preservation Board meets the first Wednesday of each month at 5:00 PM in Council Chambers. The Board provides input on the preservation of over 400 Landmark and Significant Historic Sites and 12 Mining Sites on Park City's Historic Sites Inventory. Applications proposing modifications to Historic Structures are reviewed by the Historic Preservation Board. The Board also recommends updates to the Land Management Code Historic District regulations and administers the Historic District Grant Program.

Three of the seven Historic Preservation Board member terms expired this year: Puggy Holmgren, Lola Beatlebrox, and John Hutchings. Six candidates applied for the three positions and one candidate requested to withdraw due to other commitments.

On June 3, 2024, Historic Preservation Board Chair Randy Scott, Historic Preservation Board Council Liaison Tana Toly, myself, and Jacob Klopfenstein with the Planning team interviewed the five remaining candidates.

Land Management Code Section 15-11-2 states it is the priority of the City Council that the Historic Preservation Board have technical representation in Historic preservation, including architects or other professional experience in rehabilitation-type construction, as well as representation from the Park City Historical Society. Additionally, the Historic Preservation Board should include members who are associated with the Utah State Historical Society or Preservation Utah, a member living in the Historic District, a member appointed at large from the community with a demonstrated interest in preservation, and a member associated with Main Street and commercial interests.

The current Board representation is below:

Randy Scott, Chair	Park City Museum Board Member and Old Town resident in a Historic Structure
Douglas Stephens	Old Town resident and restorer of historic properties
Jack Hodgkins	Preservation Utah Board of Trustees
Alan Long	Developer and restorer of Spiro Master Planned Development Historic Structure Rehabilitations

The interview committee was impressed with all the candidates and felt they should be encouraged to apply again next year when four of the Board terms end.

The interview committee recommends re-appointment of Puggy Holmgren, Lola Beatlebrox, and John Hutchings to three-year terms.

Puggy Holmgren – lives in a Landmark Historic Site in the Historic District and has served on the Board for many years.

Lola Beatlebrox – has served on the Board since 2014 and researches and writes about Park City history.

John Hutchings – has served on the Board since 2017 and lives in a Landmark Historic Structure he worked to restore in 2010.

City Council
Staff Communications Report

Subject: FY 2024 Fraud Risk Assessment
Author: Mindy Finlinson, Finance Manager
Department: Finance
Date: June 27, 2024

Summary

In 2020, The Office of the State Auditor (Auditor's Office) implemented a fraud risk guide and assessment for municipalities designed to help measure and reduce the risk of undetected fraud, abuse, and noncompliance in local governments of all types and sizes.

As required by the Auditor's Office, the Finance Department submits to City Council the Park City Municipal Corporation's fraud risk assessment for fiscal year 2024. The assessment allows the Council to better understand the City's risk of undetected fraud, abuse, and noncompliance.

We are pleased to report that Park City is rated "low risk level" with a total risk assessment score in fiscal year 2024 of 355, consistent with the previous fiscal year. The risk score is based upon points assigned to each of the recommended measures as detailed in the assessment (Exhibit A). The higher the score, the lower the risk. In recent years, the City has implemented additional protections, including a fraud hotline and an annual ethics statement, which pushed the City's risk level score from moderate to low.

There are only 2 items on the Utah fraud risk assessment that the City does not score points: Formal Internal Audit Function and Formal Audit Committee.

A formalized full-time internal audit function is typically found in large local governments. The scale of operations in a relatively small city often does not justify a separate internal audit function or a full-time equivalent employee. Smaller cities typically have fewer transactions, simpler financial structures, and less complex operations than larger cities. Smaller cities, like Park City, rely on the annual external audit conducted by an independent audit firm to provide oversight and assurance regarding the accuracy of the financial statements and compliance with regulations. In addition to the independent annual audit, Park City has ensured strong internal controls are in place by implementing clear separation of duties, conducting monthly internal reconciliations, and regular management oversight. These procedures and practices reduce the need for a formal internal audit function by providing robust oversight and risk management practices.

On the other hand, audit committees assist governing bodies in their financial oversight responsibilities. The Utah State Auditor recommends that audit committees have a financial expert who is not a member of the City's management team. This can be achieved by having a governing body member who is a financial expert or acquiring the assistance of a volunteer or paid professional financial expert. Finance officers from other local governments and public sector entities can be considered when looking for a financial expert, as they are independent yet have an intimate working knowledge of government accounting issues. An audit committee must ensure the following:

1. Make a recommendation to the council regarding the appointment of the city's independent annual auditor.
2. Evaluate the performance of the independent annual auditors and review any recommendations for discharge with the Council.
3. Financial statement audits are performed by a qualified, independent accounting firm, and issues identified during those audits are reviewed and resolved as appropriate.
4. Management develops and enforces systems that ensure the entity accomplishes its mission effectively and efficiently while complying with laws and regulations.
5. Hotline complaints are investigated, and findings are addressed by the governing body.

Implementing one or both of these functions would raise the city's risk rating from "Low Risk" to "Very Low Risk," yet it would require additional project, personnel, and policy prioritization.

Besides the requirements to present the assessment to the City Council and submit the assessment to the Auditor's Office within 180 days after the fiscal year-end, the Auditor's Office requires no further action, regardless of the score. We remain proud and committed to Park City's internal controls and our annual fraud risk assessment score for fiscal year 2024.

Exhibits

Exhibit A   FY 2024 Fraud Risk Assessment

Fraud Risk Assessment

Continued

*Total Points Earned: 355/395 *Risk Level: [redacted] Low Moderate [redacted]

> 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	X	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	X	5
b. Procurement?	X	5
c. Ethical behavior?	X	5
d. Reporting fraud and abuse?	X	5
e. Travel?	X	5
f. Credit/Purchasing cards (where applicable)?	X	5
g. Personal use of entity assets?	X	5
h. IT and computer security?	X	5
i. Cash receipting and deposits?	X	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	X	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	X	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	X	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	X	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	X	20
7. Does the entity have or promote a fraud hotline?	X	20
8. Does the entity have a formal internal audit function?		20
9. Does the entity have a formal audit committee?		20

*Entity Name: Park City Municipal Corporation

*Completed for Fiscal Year Ending: 2024 *Completion Date: June 17, 2024

*CAO Name: Matt Dias *CFO Name: Mindy Finlinson

*CAO Signature: DocuSigned by: Matt Dias D5D5222E86E246E... *CFO Signature: DocuSigned by: Mindy Finlinson 7E72B9E44782405...

*Required

City Council
Staff Communications Report

Subject: 2024 Fourth of July Celebration Reminders
Author: Heather Weinstock
Department: Special Events
Date: June 27, 2024

Summary

The Fourth of July Celebration is a long-standing civic event that reflects our community identity. The City is the event applicant through the Special Events Department. The festivities scheduled for Thursday, July 4, 2024, include the traditional 5K run, Main Street Parade, City Park programming, Rugby and Volleyball tournaments, and a drone show at Park City Mountain.

<u>Park City Event Schedule</u>

- 8:00 a.m. | 5K Fun Run in support of Park City Ski & Snowboard
- 9:00 a.m. | Annual Rodney Schreurs Fallen Officer Memorial
- 10:00 a.m. to 4:00 p.m. | Annual Park City Library Book Sale
- 10:37 a.m. | Flyover
- 11:00 a.m. | Park City Fourth of July Parade
- 12:30 p.m. | Food trucks, rugby, music, and kids games at City Park
- 10:00 p.m. | Drone show at Park City Mountain
- All Day | Park City Fourth of July Volleyball tournament and family activities at Park City Mountain

<u>Parade</u>

We will have 68 parade floats comprised of local Park City and Summit County residents, local organizations, and businesses. The parade will begin at 11 a.m. on Thursday, July 4. This year's theme is Sustainable Stars and Stripes. The Grand Marshal of the parade will be Myles Rademan. Myles believes in loving where you live and digging in to make it even better. Over the past 35+ years, he's done exactly that, working on preserving history, saving open space, promoting trails, championing the Winter Olympics in 2002, serving on many non-profit boards, and for the last 30 years, directing Park City's award-winning community leadership program.

<u>Drone Show</u>

In collaboration with Park City Mountain, the City will host a drone show on Thursday night, July 4, at 10:00 p.m. We released an RFP in April for a multi-year drone show provider and received three proposals. Skyworx Drone Shows, LLC was selected and approved by Council on May 23, 2024 (report p. 98 / minutes not yet published) for a three-year Professional Service Agreement (PSA) with a possible two-year extension.

Transportation Impacts

We anticipate large volumes of traffic throughout the holiday week. Measures will be put into place on July 4th to reduce car trips and encourage alternative forms of transportation, including:

- Bike valet at 9th Street during the parade;
- Free parking with free and increased transit at Richardson Flat, Park City School District, Deer Valley, and Park City Mountain Base;
- Bus lane on Deer Valley Drive to expedite transit;
- Paid parking at China Bridge is a $30 flat fee until 1 p.m. and then is free;
- Opening the Transportation Operations Center (TOC);
- Security hired to support Park City Police in residential areas; and
- Event Access passes will be required to enter Old Town residential areas from 8 a.m. to 1 p.m.

Outreach and Engagement

Special Events and Community Engagement will implement an aggressive outreach plan focusing on impact mitigation, encouraging attendees to ride public transit, carpool, and walk or bike to Main Street instead of driving. A full schedule of events along with Transportation and Parking Impact information (English and Spanish) are available on the City's homepage. Information is provided to residents and businesses and shared on social and local media. The community can also sign up for the City's text alert system by texting PCEVENTS to 888777 to receive the most up-to-date transportation and emergency information.

Community Partners

Thank you to those who help make Fourth of July Celebrations possible, specifically:

- Park City School District, Deer Valley Resort, and Park City Mountain for helping to coordinate transportation and parking mitigation for the event;
- Event organizers, including Park City Mountain (Village side: activities and drone show site / Canyons side: BBQ, music, and fireworks), Park City Boy Scout Troop (activities in City Park), Park City Rugby Club, Cole Sport and Park City Ski and Snowboard (Fourth of July 5K Fun Run), and Park City Recreation (Fourth of July volleyball tournament);
- Joel Fine and his team who lead the parade lineup and community judges to rank parade floats; and
- Special Events appreciates the efforts of all City departments that play a role in coordinating and making this event possible. Their work is not often visible, yet it is essential in making this event safe and successful.

In addition to the City's event, a list of activities throughout Park City and Summit County includes:

Sunday, June 30

- Park Silly Sunday Market

Monday, July 1

Tuesday, July 2

- Noches de Verano – free and open to the public

Wednesday, July 3

- Oakley Rodeo – tickets required in advance, sold out
- Forum Fest at Canyons Resort – free and open to the public
- Park City Farmers Market – free and open to the public

Thursday, July 4

- Oakley Rodeo – tickets required in advance, sold out
- Forum Fest at Canyons Resort – free and open to the public

Friday, July 5

- Annual Park City Library Book Sale
- Deer Valley® Music Festival Patriotic Pops concert – tickets required in advance
- Oakley Rodeo – tickets required in advance, sold out
- Forum Fest at Canyons Resort – free and open to the public

Saturday, July 6

- Oakley Rodeo – tickets required in advance, sold out
- Forum Fest at Canyons Resort – free and open to the public
- Deer Valley® Music Festival Christmas in July concert – tickets required in advance

Sunday, July 7

- No Park Silly Sunday Market

City Council
Staff Communications Report

Subject: Insurance Policy Updates
Author: Sarah Pearce, Margaret Plane, Marissa Marleau
Department: Executive and City Attorney's Office
Date: June 20, 2024

Summary

The City purchases insurance to protect employees, the public, physical assets, equipment, property, and the vast array of municipal operations. The City's internal team meets with Moreton & Company quarterly to evaluate the City's ongoing liabilities and exposures. The City has contracted with Moreton since 2019, and we have been very pleased with their proactive insurance, consulting, and risk management services.

Historically, Park City has placed insurance on a calendar year basis. On December 5, 2023, Staff Report, the City Council unanimously approved Park City joining the Utah Risk Management Association (URMA), a full-service risk management agency focused on risk reduction. URMA operates on a Fiscal Year placement cycle. The shift from private placements to URMA will take place over the next few placement cycles. Moreton & Company, the City's insurance broker, is also under contract with URMA. Moreton is currently working to place policies for both entities.

As of the time of this report, Moreton is still gathering information from the market. A summary of the potential changes is below, with further details attached as **Exhibit A.**

Coverage Summary
Property and High-Value Vehicles (over $50k) are handled by Liberty Mutual. These policies were bound for the calendar year 2024. URMA's property policy declined to cover the City's electric buses, causing the City to purchase a separate policy until a solution is found through coverage or removing the buses from the City inventory; URMA and the City are working together to move the City to URMA's property coverage as is required by the Joint Protection Plan. Because URMA's likely carrier in FY2025 will not cover the buses, the City will need to go to market for coverage at the end of this calendar year. (Property at ~$326k; auto physical damage ~$137K in CY24.)

Off Duty Auto Liability was new to the City in January 2024 and is handled by WCF. The policy was bound for the calendar year 2024 and is not part of the URMA program. This policy provides coverage above the statutory minimum requirements for 56 City employees who are issued take-home City vehicles with no deductible. (~$44K in CY24.)

Cybersecurity Insurance—Moreton is currently marketing cyber placement for URMA. We hope to move to URMA's cyber coverage once the placement decision is made. At its meeting in July, the URMA board will decide how to divide the cyber premium among members.

Auto Physical Damage - URMA's Auto Physical Damage insures Low-Valued Vehicles (under $50k). The policy was new to the City in January 2024, and it covers 187 City vehicles with a $5,000 deductible. The policy cost is based on the number of vehicles multiplied by $270/vehicle. Vehicles can be added during the year, and any vehicles removed during the year create a "placeholder" to add a new vehicle at no additional cost. (~$51k in FY25). Previously, the City had coverage with Liberty Mutual with a $25,000 deductible, resulting in the City being self-insured for most losses short of a total loss.

Public Entity Liability - URMA's Public Entity Liability has two primary components: the member contribution (~$126k in FY25) and the group excess liability coverage (~$33k in FY25).

Drone Coverage - URMA covers the City's drones at no separate cost, eliminating the need for the City to buy a separate policy.

Workers Compensation - Outside of URMA the City has Workers Compensation coverage through WCF and a Crime Policy provided by Great American Insurance Group.

Staff will return to Council once final quotes are obtained.

Exhibits

Exhibit A: Park City Budget Prep Comparison

Coverages		Expiring Premium 2023-2024	URMA 1/1/2024-2025 (Stand Alone Cyber	URMA 7/1/2024-2025 Renewal
		Liberty Mutual	Liberty Mutual	Affiliated FM
Property	**Limit**	**$ 227,137,029**	**$ 253,667,327**	
	Deductible	$ 10,000	$ 25,000	$ 25,000
	Premium	**$ 316,267.00**	**$ 362,177.00**	**$ -**
(Excluding Terrorism)				
		States	URMA	URMA
Public Entity Liability	**Limit**	$ 10,000,000	$ 6,000,000	$ 6,000,000
	Retention	$ 250,000	$ 275,000	$ 275,000
	Expenditures	$ 265,668,766	$ 293,531,532	
	Premium	**$ 264,233.00**	**$ 141,658.49**	**Provided by URMA**
			*includes Reinsurance	*includes Reinsurance
Auto Physical Damage		Liberty Mutual	Liberty Mutual	Marketing
	# of Vehicles	**216**	**70**	
	Deductible	$ 25,000	$ 25,000	
	Deductible - E-Bus	$ 25,000	$ 100,000	
	Premium	**$ 98,568.00**	**$ 137,527.00**	
Low Valued Vehicles			URMA	URMA
Under $50,000	**# of Vehicles**	**Included**	**187**	**187**
	Deductible	**Included**	$5,000	$5,000
	Premium	**Included**	**$ 50,490.00**	**$ 50,490.00**
	Flat Rate Per Veh.		$ 270.00	$ 270.00
Off Duty Auto Liability			WCF	Marketing
Flat Charge	**# of Positions**	**N/A**	**56**	
	Premium	**N/A**	**$ 44,031.00**	
Cyber		Beazley	Beazley *6 Month Policy	Beazley
	Limit	**$ 5,000,000**	**$5,000,000**	
	Retention	$ 150,000	$ 150,000	
	Premium	**$ 134,453.63**	**$75,785**	**Provided by URMA**
			Taxes & Fees Not Included	
		Global Aerospace	URMA	URMA
Drone Coverage	**Limit**	**$1,000,000**	Included	Included
	Premium	**$ 1,688.00**	Included	Included
	Grand Total	**$ 815,209.63**	**$ 767,637.35**	
	Difference 2023/2024-2024-2025		**$ 47,572.28**	

Coverage Outside of URMA

		2023-2024	2024-2025	2025-2026
		WCF	WCF	
Workers Compensation	**Payroll**	28,645,383	34,157,692	
	E.Mod	0.87	0.99	
	Premium	**$ 210,479.00**	**$ 243,820.00**	

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

June 6, 2024

The Council of Park City, Summit County, Utah, met in open meeting on June 6, 2024, at 3:00 p.m. in the City Council Chambers.

Council Member Toly moved to close the meeting to discuss property and advice of counsel at 3:00 p.m. Council Member Dickey seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Parigian, Rubell, and Toly
EXCUSED: Council Member Ciraco

CLOSED SESSION

Council Member Ciraco arrived at 3:35 p.m.

Council Member Dickey moved to adjourn from Closed Meeting at 3:40 p.m. Council Member Toly seconded the motion.

RESULT: APPROVED
AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

WORK SESSION

FY25 Budget Discussion:
Jessica Morgan, Hans Jasperson, and Penny Frates, Budget Department, presented this item. Smoot reviewed March was a historic sales tax revenue month. Sarah Mangano, Human Resources Director, reviewed the Council had asked for more information on some of the proposed pay grades. She indicated examples of employees in the lower pay bands were those doing snow removal and other frontline duties, and the biggest increases were made for those employees. She noted there was not a long tenure for these employees, and she felt higher pay could help.

Frates highlighted some operating fee changes and stated the budget was increased for Olympic planning and strategic communications. Council Member Rubell asked about a donations line in the report. Smoot reviewed there was a budget adjustment for Transit operations as direct service was added to the resorts. There was also a capital transit budget adjustment for the Thaynes bike/pedestrian improvements project grant. Council Member Parigian asked how much the partners contributed to the direct transit lines, to which Smoot stated they contributed $150,000 each. Council Member Rubell asked if the FY25 budget assumed the same situation, to which Smoot affirmed and indicated there would be a Council discussion on the winter Transit service in two weeks. Council Member Dickey stated there would be areas better served for fixed routes instead of microtransit. Frates stated the Transit budget for FY25 was the same as FY24, and included the funds previously used for microtransit. Council Member Dickey stated the City Hall remodel budget was reduced to include a bathroom and an ADA ramp. He asked when that discussion would come back. Matt Dias, City Manager, stated he would have to get back to Council. Council Member Dickey thought the remodel would include customer service enhancements and he asked for a discussion so that some of those features could be implemented. The Council agreed to have that discussion. Council Member Rubell wanted to understand what the current challenges were that justified a remodel.

Jasperson reviewed changes to the fee schedule since it was presented a couple months ago. There was a new fee for meter re-inspections. The Council discussed a 70% cost recovery goal for the Ice Arena. There was also a fee change to rent the Miners' Hospital. He recommended approving $30,000 to conduct a comprehensive fee study in FY25. He thought the budget for the study would pay for itself as fees were adjusted in FY26.

Council Member Rubell asked about the $600 for donations and thought the report was unclear. Briggs stated those donations were from Friends of the Farm and noted this was an accounting error that was originally reported as $600,000. Council Member Rubell stated the significant increase in compensation was for the frontline employees. He asked if those employees were really being taken care of. Mangano reviewed event since the last compensation study was done in 2019. The City tried to keep up with raises with the information they had. Now they had a professional study to back up this compensation plan and she felt good about it. The changes made in the last two years were justified and appropriate and this study showed nobody was over their pay band. Council Member Rubell stated the study made pay whole and going forward the pay should be more consistent and not as dramatic. Mangano felt good about the wages and noted the only exception might be the Police Department. Council Member Rubell noted pay bands 11-15 were getting a bigger increase than pay bands 8-10. Mangano stated people in bands 8-10 came with limited experience. The City trained them and helped them gain experience. Oftentimes, the employees would leave once they gained those skills. The higher pay bands were employees with skills who typically stayed longer. Council Member Rubell asked about the 8% increase in pay bands 19-20. Mangano stated those were people at the higher end of their bands. They also reclassified the Economic Development Manager from 18 to 20. She explained the process used for determining the pay bands.

Council Member Parigian asked for more specifics on the lower pay bands. Mangano r noted the actual increases were shown in the staff report. Council Member Parigian thought Salt Lake City was a bigger competitor for employees than other ski resorts. Mangano stated transit drivers travelled all over to work for a season and the City was trying to keep them here. She noted the City's pay plan was competitive with Salt Lake City. Park City paid higher wages because of the travel time to get to work and other challenges. Council Member Toly noted one of the resorts increased base pay to $20 per hour a few years ago, so the City had to adjust.

<u>Water Rate Update</u>

Clint McAffee, Public Utilities Manager, and Keith Larson, Bowen Collins and Associates, presented this item. Larson reviewed the Council favored increasing water rates by 4.5% for the next four years and 3% for each year after that, charging City departments for water usage, and assuming the City would receive a $4 million grant. He noted the risk if some of these assumptions were not realities, and showed the rate increase needed to keep the Water Fund whole. With regard to changing rate structures, he proposed not implementing those until January 1, 2025. McAffee explained the public outreach needed with the non-residential structure changes, and he felt time was needed to do that same outreach for residential changes.

Larson displayed the actual rates with a 4.5% rate increase. He recommended implementing a 4.5% pump surcharge fee as well. Regarding impact fees, Larson stated he was working with the City staff on those and he would return this summer with recommendations, but he projected those would double. He thought the impact fee increase could affect future water rate increases. Council Member Rubell indicated risk management was wise, but he wanted to take it as it came. He supported the 4.5% increase for this year, but he didn't want people to think the rate increase would be higher in the following year if the grant was not received because the City had other resources that could be used. Larson stated the presentation was to help Council understand potential outcomes. Council Member Ciraco indicated the Weber Basin lease expired the end of 2028, and asked if McAffee thought that contract could end. McAffee stated he didn't see any changes for the near future.

Mayor Worel asked for information on how other communities determined impact fees for new businesses that would not discourage those businesses from coming to the community. McAffee stated he would come back to Council to discuss the residential structure changes in more depth and review a public outreach plan with implementation beginning in January 1, 2025.

McAffee reviewed charging the City departments for water and noted the assessments would not begin immediately. Morgan indicated there were 100 City-owned meters and many departments could not afford to pay for the water. She proposed options for the water structure. The Golf Fund and General Fund used raw water and they would be charged for the raw water coming from Rockport. Option One would charge those funds 50% of retail, Option Two would charge them 100% of retail, and Option Three would charge them 25% of retail. Morgan stated these accounts were mostly enterprise funds, and she recommended phasing in the water charge. It was indicated all the other meters would be assessed the retail rate. In 2025, the General Fund would pay $1 million, in 2026 the other funds would pay for one third of their water usage, in 2027 they would pay two-thirds, and in 2028 they would pay their full usage amount. The water rate would be based on what amount of water each department used. She referred to the Golf Fund and stated it was the most impacted by this policy change. She displayed a chart and noted Golf would need to increase their fees by 10% per year to cover the cost of irrigation water. She noted the MARC and the ice arena used a lesser amount of water and she would work with them to see what they could do.

Council Member Dickey asked where the library fit in the graph, to which Morgan stated the General Fund. Briggs indicated the playing fields and parks used raw water. Council Member Rubell asked how the options were determined. McAffee stated the 25% was the lowest cost water coming from Rockport and didn't include servicing the meter and staff time. The 50% cost was for water coming from the Spiro Tunnel and the 100% rate was the treated water retail rate. Council Member Rubell asked if a policy stance could be the City would charge the lowest cost water it had. McAffee stated this was a policy discussion because currently the departments weren't charged at all, but 25% was the lowest cost of water in the City. Council Member Dickey asked if all the demand could be filled with Rockport water. McAffee stated they had the ability to provide water from Rockport but in reality, the golf course water and the fields came from a few different sources. Council Member Rubell indicated the policy could tie the charge to the lowest cost of water. If the cost changed, the charge to departments would change. McAffee thought they could look at the impact to the Golf Fund and assess how much they wanted to increase user fees. Council Member Rubell stated the question was if City departments should be charged for water and if so, how much they should be charged. Then there was the question of user fee increases or making the cost up in other ways.

Council Member Ciraco didn't think $1 million was a target, but there was a subsidy given for water and he thought it should be accounted for and measured. He asserted water was a utility service and it should be paid for. He asserted they could consider subsidizing Golf like they did with the MARC and ice arena and felt it would be more transparent. The goal over time should be to set the rates and charge departments for their usage. He was fine if the General Fund needed to subsidize this for a while and supported phasing in the water payments per department over the next four to five years. He noted if only one third of the cost was being paid in 2026, the General Fund should subsidize the difference to make the Water Department whole. Council Member Rubell asked if the water should be set to the lowest acquisition cost. Council Member Ciraco was okay with that as long as the City was transparent in subsidizing water for Golf.

Council Member Dickey agreed with the philosophy of transparency, but he didn't want to subsidize the Golf Fund. He asked if the $1 million subsidy from the General Fund was needed in 2025 if the City water rates were increasing by 4.5%. Council Member

Ciraco indicated the $1 million was needed based on 4.5% rate increase. Council Member Parigian didn't want the enterprise funds to be harmed by a policy decision. He wanted to transfer the water at the raw water rate. To make the Water Department whole, he supported subsidizing it out of the General Fund. McAffee summarized Option Three was preferred. Dias stated this would give the users time and the Council could check on it through the budget process. He indicated the General Fund would take the burden and fill the gap for 2025 and then that subsidy would decrease every year as the departments were able to pay for their water usage by using their budget or by increasing their user fees. Briggs stated the $1 million would be coming out of the fund balance since this was not budgeted in the General Fund.

Council Member Parigian only wanted to reimburse Water for their actual cost. McAffee stated there was no profit in Water, they only charged the actual cost. They proposed phasing in a plan where 25% of the retail rate would be charged to raw water users and 100% to all other users. Briggs stated 10% (the original water rate increase proposal), represented $2 million, which was the cost of providing the service of water, and the $1 million was the one-time infusion to get the fund to 10%.

Morgan displayed a chart on potential golf fee increases and noted Option Three would be the least impactful. Council Member Rubell noted the fees would increase in the first year by $3. He stated other things could impact this such as constructing a new irrigation system that would increase efficiency. Morgan indicated the green fees were where users would see the increase. Council Member Ciraco asked if an interfund transfer from the Water Department to the General Fund for services was different than water used by City departments, to which Briggs stated no. Council Member Ciraco stated this process was more logical and accountable.

McAffee summarized they would implement Option Three, a 4.5% rate increase for water. Council Member Rubell requested to tie charging City Departments for water to the lowest cost of charging water. From a policy perspective, tie it to real numbers. Council Member Toly noted there would be a continued conversation on possibly increasing user fees at the golf course. McAffee stated the first hit to the enterprise funds would be FY26. They would come back for future discussions. Council Member Rubell noted the cost increase to golfers would be $3. Dias indicated the Golf Department was thinking of creative solutions to offset the cost. McAffee stated they would also come back to discuss the residential water rate structure options.

REGULAR MEETING

I. ROLL CALL

Attendee Name	Status
Mayor Nann Worel Council Member Bill Ciraco Council Member Ryan Dickey	**Present**

Council Member Ed Parigian Council Member Jeremy Rubell Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	
None	**Excused**

Mayor Worel indicated the agenda would be discussed out of order as follows:

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

Mayor Worel opened the meeting for any who wished to speak or submit comments on items not on the agenda. No comments were given. Mayor Worel closed the public input portion of the meeting.

III. OLD BUSINESS

1. 2024 Sundance Film Festival Debrief:

Jenny, Diersen, Special Events Manager, and Robert Dick, Laurice Marier, and Amanda Kelso, Sundance Film Institute, were present for this item. Diersen stated this was the 40th anniversary of the Sundance Film Festival being in Park City and she was grateful for the partnership the City had with Sundance. She thanked the many teams who made the festival successful. She highlighted the Emergency Operations Center (EOC) operations partnership for communications and real time collaboration for incidents. She noted there were 144,000 transit riders which was 30,000 more than at any other time. She heard this was one of the best operating Sundance festivals and many departments reported improved traffic flow. The Kane Security personnel was very helpful as well. Based on feedback, they didn't anticipate any major changes for next year's festival. She noted the 40th anniversary celebration was a great way to come together to celebrate the festival.

Kelso, acting CEO for Sundance, thanked the City for all the support over the years. Marier stated the EOC was a great success and that would be a permanent feature moving forward. She reviewed this was a record year for film submissions. The filmmakers were diverse. Social media grew by 39% this year. They continued with their sustainable efforts and were proud of their achievements in this area.

Dick stated it was important to have Park City as a partner. They had 20 sponsor venues on Main Street and six partners activated in private venues. Marier reviewed the economic impact to the City. She noted the festival was offered online as well as in-person. She indicated Y2 Analytics performed the economic impact analysis. There were surveys given as well as in-person interviews to determine spending during the patrons' visit. She shared the preliminary numbers with the overall impact being estimated at $132 million. The state and local tax revenue was $13.8 million and jobs supported was 1,730.

Mayor Worel opened public input. No comments were given. Mayor Worel closed public input.

Council Member Ciraco was impressed by the number of submissions, and he asked what the driver was for that many submissions. Marier stated Sundance created a market for artists who wanted to express their viewpoints and the festival was an outlet for these projects. She felt the numbers would continue to increase because of what Sundance provided to the artists.

Council Member Rubell felt Sundance was part of the Park City community and he looked forward to next year's festival. Council Member Parigian stated he had seen awesome movies since 2006 and he looked forward to more. Mayor Worel thanked Sundance for their partnership.

2. Bonanza Park Project Update:

Matt Wetli and Justin Carney, Development Strategies, led the discussion on this item. Wetli indicated there had been some conversation about locating a city hall on this site. He asked if the Council wanted to seriously consider this. Council Member Ciraco stated the Council directed staff to consider all City-owned properties as possible sites for a new city hall. He asked how it would impact the process. Wetli stated it would impact the process significantly. This was not their expertise so some experts would need to be called on to assess square footage needs. Carney didn't want an RFP that left the question open because the goal was to limit the guessing. Council Member Toly thought the community didn't envision a city hall on this site and therefore was not in favor of including this. Council Member Parigian agreed.

Council Member Rubell asked when answers were needed regarding the KAC building/property, to which Carney stated they would need those facts by the end of July. Council Member Rubell indicated the City had other property in this area and he wanted staff to look at the property. Matt Dias indicated there would be a study session on the value of the current city hall and the assessment of other properties. Council Member Rubell asked to see the study session on an upcoming meeting agenda. Council Member Dickey felt the July 31st RFP timeline was unrealistic and stated the proposals discussed last night would require huge subsidies, so he was interested in seeing numbers for those options. He preferred having a sound financial model and a realistic project in mind before the RFP went out. He thought parking and housing would need to be modified and there needed to be commercial. He agreed city hall should not be on that site. Wetli indicated they would give Council a variety of numbers and options to look at by June 27th. Council Member Dickey didn't want to send an RFP out that the City couldn't support financially. Council Member Rubell wanted to move forward with purpose. Carney indicated they would present numbers tied to the different concepts discussed yesterday. They would present five or six concepts with varying degrees of affordability, retail, parking, etc. and discuss the amount the Council was comfortable spending. It was indicated none of the scenarios would include a city hall. Wetli asked if the land would be sold to the developer or if the City would own the land and give a long-term ground lease, with the developer owning the vertical real estate. He noted choosing either option would not make a material difference. The Council agreed the land would be owned by the City and leased to a developer.

Wetli summarized they would come back with three to six scenarios with an estimate of overall cost, and they would discuss how much of the cost would be privately financeable. They would break down some of the individual costs such as parking. The session would be brief, but it would have a lot of numbers that would lead to a good conversation. Carney added that they would ask the Council what level of gap between costs and revenues they would support and if there needed to be further defining of what they would be supporting it for. Council Member Rubell also asked to discuss opportunities to generate additional revenues and gave the example of what would be the result if the AMPD was amended.

Wetli indicated the City's financial strategy didn't need to be completely figured out when the RFP was issued. Council Member Dickey stated they needed to know how to finance the gap. Dias indicated the City's financial team would continue to do a financial analysis and offer solutions.

Mayor Worel opened public input.

Aldy Milliken, KAC Executive Director, thought this two-day session had been productive. KAC would add a lot of value to the property because it was income generating and a stable partner. They worked for the citizens of this region. He didn't want the Council to think they were giving up an acre because KAC was a partner in developing this site. This would be different from Main Street, and it would offer things other resort communities couldn't. They needed clarity and commitment from the City so they could start fundraising and planning. He thought by working together, they could make something great.

Bob Peek stated the soul of town would be enhanced by putting KAC in that space. He also valued building the maker spaces. He used to run KAC part time and having those spaces available to artists would be valuable. The trail system from town to Park Meadows had nowhere else to go and he thought trails through Bonanza Park would be a great connection.

Megan McKenna 84060, Mountainlands Community Housing Trust, stated there were two workforce employees who came to her today and stated they were homeless. She hoped funds could be dedicated to housing as this site was developed. There was a lot of feedback and support for community housing in this area.

Mitch Bedke, 84098, stated this had been a long journey for the five-acre parcel. The community wanted a walkable community space that contained art. He felt the proposal last night to distribute art throughout the site would accomplish this desire. This aspect would give the vibe the community needed.

Kelly Gallagher 84098 listened to the conversation last night and she was happy with what she heard. She suggested making the spaces on the first floor simple with white walls and concrete floors. The artists and small business owners would turn the spaces into vibrant spaces. She also suggested making the Maverik building a studio for other types of art that were noisy and/or smelly. If the Maverik building would not be part of the project, she asked for another standalone communal type of setup.

Jocelyn Scudder, 84060, Arts Council Director, expressed gratitude for all the thought and care put into this project. She thanked the Council for giving KAC a standalone building and considering maker spaces. The Arts Council had affordability challenges and they advocated for equitable treatment. She explained Create PC was a collective for artists and they hoped the Council would support this idea.

Kevin Reynolds supported a collaborative approach with the Arts Council. He supported KAC and stated he took a class there and now he has a thriving business.

Mayor Worel closed public input.

3. Bonanza Flat Management Plan Update:
Heinrich Deters and Billy Kurek, Trails and Open Space Department, and Wendy Fisher and Emily Ingram, Utah Open Lands, presented this item. Fisher reviewed acquiring Bonanza Flat and indicated the management plan was a document to show what they started with and how much progress had transpired. There was a provision that the management plan could be updated, and that it should be reviewed at least every five years. She stated restoration continued on the property. Parking was an issue that was discussed last time. The parking improvement was impressive. Enforcement was done in a kind way. They wanted the management plan to continue and for parking to remain status quo. She also wanted to continue the Transit to Trails program and stated they received a grant from the Central Wasatch Commission (CWC) that funded the program. This helped alleviate parking congestion. It was also a broader investment in reducing carbon emissions.

Deters reviewed at the Council meeting in October, they discussed trails, got approvals to move forward with new trails, and removed the Church of Dirt. Kurek stated he helped remove the Church of Dirt and contacted couples who had scheduled weddings to help them find other venues, and they returned plaques that were left there. They put up signage to make the road clear and worked with Wasatch County and the Forest Service since the last Council meeting to explore these options being presented tonight. Ingram stated they hired a ranger to focus on Bonanza Flat and they hired four recreation use and education interns to be there as well to interact with the public and help them understand what it meant to be good stewards of the land. They were continuing their restoration efforts. Fisher indicated they did outreach regarding parking at the Y. Council Member Toly stated there would be nine rangers at Bonanza Flat and she felt that was a big step forward in conjunction with Utah Open Lands to educate the users.

Kurek indicated in managing this area, they looked at other places that had similar challenges. He stated there were three interconnected management categories: paid parking, transportation, and reservations. There were many ways to implement parking programs, and he suggested any option should be implemented gradually. Kurek and Ingram reviewed the trails and issues with the Council. Kurek explained the management options. Reservations were not available for Bonanza Flat at this time, but they could consider reserving some of the stalls for those with permits. Some cons included a person staying over the reservation time would cause problems for the next vehicle. Another problem would be reserving some stalls for locals, but if those stalls weren’t full, others couldn’t use them. Ingram stated the paid parking program would deter people from driving. Kurek added they explored using payment kiosks and noted a local benefit could be if the resident’s license plate was registered with the kiosk, the user would not have to pay. Wasden noted parking was in demand and a reservation system could be a good solution. The cons included it was not something that could easily be turned on and off and there would be a need for a lot of management.

Ingram stated Transit to Trails was a great option to reduce parking. It was on a reservation system and flexible. They were working to expand the service to the Wasatch Front. She thought seats could be reserved for local residents. Council Member Dickey asked about the demand for this program, to which Kurek stated there was high demand and it was very popular. The van could hold 14 people and up to six bikes. Currently, 70% of riders were Park City residents. Council Member Dickey stated Bloods Lake was a problem and asked for an update. Kurek responded they took parking from the Y corridor and they began to see the parking go back to the Bonanza Flat parking lot. Council Member Parigian asked how many parking spaces were there, to which Fisher stated there were 175 within the conservation area and 135 available for use.

Council Member Ciraco stated 34% of the Bonanza Flat purchase price was paid through fundraising and asked how much of the fundraising came from Park City residents, to which Kurek stated it was a small number. Council Member Ciraco stated there should be some prioritized access for residents. He asked if there was a foot traffic concern on the property. Fisher noted they had never seen a majority of users being from Park City. She wanted to continue getting parking under control in the management plan and did not want to increase parking capacity. Council Member Ciraco didn’t want to penalize people who wanted to go up there, but he knew parking was something that needed to be managed.

Fisher noted there were several factors that needed to be considered and they were still working on it. So far, the area was not being overused. Going forward, they would continue monitoring parking and they would recommend adjustments as needed.

Kurek recommended transportation enhancements. Ingram indicated they would finish the management plan with the inclusion of increasing the level of service by increasing Transit to Trails, improving trailhead efficiency, and enhancing signage. Mayor Worel asked if the Transit to Trails vendor had the capacity to expand, to which Deters affirmed. Fisher indicated one of the conservation values was the recreation experience, so they were focusing on that. Kurek reviewed Park City resident benefits included Transit to Trails. He asked what the Council wanted to see as resident preferences. Deters stated they would be working status quo for the next year and would be collecting more data, then they would come back to Council in the future with additional recommendations.

Mayor Worel opened public input.

Shana Hopperstead requested consideration for Summit County residents. She was curious to see how Transit to Trails could be expanded and was interested as long as there was a way to get back down. She thought this was an amazing ecology and she hoped others would learn from this parcel.

Matt Meinhold 84049 talked about the crossing on Pine Canyon and asked that hikers please respect private property. He didn't want trails built close to private property. He thought the trail should be realigned. He wanted users to cross at the existing crosswalk.

Allison Kitching eComment: "Bonanza Flat Management Plan- Paid Parking Dear Mayor Worel and City Council, I am writing today regarding the Bonanza Flat Open Space paid parking pilot idea being proposed. 93% of the visitors are not Parkites. I'm 100% in support of charging these visitors $10 to park. This user group is not already paying off the Bonanza Flat Open Space Bond with their property taxes. For the 7% of visitors who are Park City residents, I do support the free residential rate via registration of a license plate number or parking code. Additionally, I do support limiting this benefit to only residents paying property taxes contributing to paying off the bond. When I voted for the bond, I did not consider being charged additional fees above what I'm already paying in property taxes. Additional per use parking fees would be charging me twice. Since I use these trails with my dog, I cannot use the shuttle. I do support additional shuttles to the area though because this will decrease the amount of cars parking at these trailheads. I appreciate the ability to park and enjoy this area with my dog."

Cheryl Soshnik eComment: "As a resident of 84060, and as someone who hikes in the Bonanza Flat area and has seen the congested parking lots, folks parking (and getting tickets) on the road, and witnessed the overuse of the Bloods Lake trail in a few short years, I fully approve of paid parking at the Bonanza Flat parking lots. Critical points however...adding additional parking locations is NOT the answer, it is compounding the problem of recreational overuse of the area. More importantly though, taxpayers in 84060 are already paying for Bonanza Flat, as well as Treasure, in our tax bills every year and need to be exempt from paid parking. Reading the Staff Report, it mentions exempting 84060 would impact the City financially to make it happen, but I don't think so. We already have the Old Town Parking Permit system in place, which cold be expanded to track all license plates residing in 84060 into the same process as is already set up. Parking enforcement has a way to electronically verify a vehicle is allowed to be parked in front of our houses, just add in the ability to do the same at Bonanza Flat. Or, if something visual is needed, we could go back to the sticker or hang tag system that has already been used. Don't recreate the wheel, just play with the spokes of the wheel we already have! Another statement in the Staff report was about expanding Transit to Trails. Another process that I approve of as well, please do expand Transit to Trails to include Empire Pass, the Junction down to Midway, Bloods Lake TH, and Guardsman Pass as planned stops. I actually use all of those locations to begin or end my hikes. But the staff report says it would increase the financial burden on the City...it doesn't have to...beef up the service and CHARGE a nominal fee per passenger per trip. $5 per person to be delivered up is a good amount...and free to ride back down. I have utilized Transit to Trails in the winter, and this is a special service that certainly deserves to have a fee associated with it! As it is, I pay $5 per ride anyways, as I always give the driver a tip...charge us $5 to make the reservation! That also might solve the problems that Transit to Trails has with 'no-shows' -- so many folks make reservations, it's easy, and it's free. And then they decide to blow it off and do something else that day, and the van that was fully reserved often travels up the hill with only 3 or 4 people, not 10. If you make people pay $5 each to reserve a seat in a van, they are more likely to show up. And by charging for the Transit to Trails rides with enhanced service options, it would not be a financial burden on the City. And yes, I would happily pay for it."

Mayor Worel closed public input.

Council Member Rubell stated there was a conflicting message. More traffic was coming, but nothing had been done yet. He proposed starting to do the work of getting the questions answered and to bring a recommendation to the Council by the next trail season. He favored prioritizing the taxpayers paying for the services. Council Member Toly thought it would be wise to look at this. The $10 per hour parking rate proposal seemed like too much. She wanted to reevaluate that amount. She supported expanding Transit to Trails. She liked the idea of a locals' permit sticker or hang tag. She was not opposed to 84098 being considered local. Council Member Rubell stated if 84060 Park City taxpayers were prioritized, they wouldn't pay for Transit to Trails, or their use would be prioritized. He supported expanding the service. He noted the increased cost would be covered when paid parking began.

Council Member Dickey stated City residents were a minority user for everything in Park City and he didn't think that was an indicator of a problem. Using paid parking to discourage use was strange, unless residents were having a hard time finding parking. If it was a big problem, then the offered solutions made sense. Deters indicated they were pushing Transit for Trails to combat the parking issue. Most people went up there for 30 minutes or less, but the timing of use was an issue. They would continue to study the use and times of use. Council Member Dickey thought a traffic timing problem could be handled through traffic demand management (TDM). Cars coming from Salt Lake and taking all the parking from residents was a different problem. Fisher stated the problem was there were more visitors to Bonanza Flat. As they continued to study this, they would look at what other entities were doing with parking. Council Members Rubell and Dickey felt implementing a plan next year after further studying it was wise.

Council Member Parigian wanted to watch the parking problem and supported locals being prioritized with everything. Council Member Ciraco thought locals avoiding Bonanza Flat could not be measured. He favored reserving some space for them and looked forward to the recommendations next year. Council Member Toly asked staff to look at who was using the area and how long they were staying there.

Council Member Rubell asked how the Pine Canyon crosswalk affected the adjacent private property. Deters stated they walked the area, had professionals lay out the trails, put up a fence, coordinated with Wasatch County Trails, put up signage, and did everything they could pertaining to this trail. He didn't know how far away the private property was from the trail, but he felt good about implementing it for the community. Fisher stated the trail was realigned several times to move it further away from private property. Council Member Rubell asked that staff work with the property owners in the area and go through the proposed mitigations to address their concerns. Council Member Toly stated trespassing was a police issue. Council Member Ciraco noted the City had done many mitigations, but staff could continue to look for ways to help that area. Council Member Dickey agreed staff could work with property owners and look for other mitigations, but he didn't want to relocate the trail.

IV. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

<u>Council Questions and Comments:</u>
Council Member Ciraco attended the scholarship ceremony at the high school and he saw the generosity of the community through the scholarships given. Council Member Toly indicated she went on CityTour to Durango and Telluride, Colorado, and she thought it was great. She praised Myles Rademan for all his work in the Leadership program. Mayor Worel attended a reception with the Park City Museum and Friends of Ski Mountain Mining.

<u>Staff Communications Reports:</u>

<u>1. City Manager and City Attorney Performance Review:</u>
Council Member Rubell stated the standard operating procedure (SOP) sounded different than what was done in the past. Sarah Mangano, Human Resources Director,

indicated there was no real difference. She laid out the policy so whoever was Mayor would determine the process and have feedback from the Council and Mayor. Council Member Rubell asked if it was at the Mayor's discretion to solicit Council feedback, to which Mangano stated the policy allowed the Mayor to determine how feedback was solicited from Council members. Council Member Rubell asked about scoring and stated it was at the discretion of the Mayor. Mangano indicated feedback was currently given by peer feedback and reports and going forward the Mayor would determine the feedback with the Council members. Council Member Rubell suggested that the Council score the reviews. He didn't want it to be the Mayor's discretion, but the Council's collective input. Mangano compared the process to a board of directors, and stated it was hard to be responsive to six bosses. Her advice was that one person make the determination as a collective representative of the group. It was up to that person to get good feedback on where the Council as a whole wanted to go. Council Member Rubell thought the collective Council intent was to represent the majority view of the Council. He also stated the City Manager and City Attorney contracts referred to an annual bonus, but the new direction for the City was removing the bonus. Mangano recommended rolling the bonus into their base salary and eliminate the bonus, but that was a Council decision. Council Member Rubell indicated their pay for FY25 was similar to other staff, but the bonus could be taken out and language could be added to say they were bonus eligible.

Mayor Worel stated she had worked with several different Councils where the evaluations were done differently and there was no right or wrong way. She thought there should be flexibility. Council Member Dickey was comfortable with how it was laid out. He felt it was easier to have one person delivering the review. Council Member Parigian did not support giving bonuses. Mangano stated she could take the question of bonuses to outside Counsel to see if the employment agreements should be opened. Council Member Ciraco supported Council having a strong input in the review. Council Member Dickey suggested eliminating the "at their discretion" from the SOP. Council Member Rubell agreed to eliminating that phrase. Council Member Toly stated she was fine with the SOP as written. She didn't have a bonus preference, but if the contracts had to be reopened, she preferred to just keep the bonus. Council Member Parigian stated they were hired with the bonus language so he was fine keeping it. Council Member Rubell asked how the pay strategy would work for this year. Mangano indicated 4.75% was allocated for a bonus and 2.25% for a merit increase. Those numbers could be changed for next year. A total of 7% was what the Council had to work with. She stated she would remove "at their discretion".

2. April Budget Monitoring Report and March Sales Tax Report:

3. Main Street Area Plan Update:

4. Bonanza Park Brownfield Grant Update:

V. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from May 16, 2024:
Council Member Parigian moved to approve the City Council meeting minutes from May 16, 2024. Council Member Dickey seconded the motion.

RESULT: APPROVED
AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

VI. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Construction Agreement with Big Horn Contractors LLC, as Approved by the City Attorney, for Two Pedestrian Bridges to be Installed on the Rail Trail, in the Amount of $580,000:

2. Request to Authorize the City Manager to Execute an End-User Agreement under a State Cooperative Contract in a Form Approved by the City Attorney for Software Development Services with InterScripts, Inc. for a Three-Year Contract with the Option to Renew for Two Additional One-Year Extensions for Affordable Housing Software Design and Support Services in an Amount Not to Exceed $148,700:

3. Set a Public Hearing under Utah Code 10-3-818 to Consider Adoption of an Ordinance for Elective and Statutory Officer Compensation on June 20, 2024, Regular City Council Meeting:

4. Set a Public Hearing under Utah Code 10-3-818 to Consider Compensation Increases for Executive Municipal Officers Included in the Final Budget on June 20, 2024, Regular City Council Meeting:

5. Request to Authorize the City Manager to Execute a Three-Year Contract with Absorb Software, LMS, a Learning Management System Provider, in a Form Approved by the City Attorney's Office, in an Amount Not to Exceed $126,442.50:

Council Member Toly moved to approve the Consent Agenda. Council Member Dickey seconded the motion.

RESULT: APPROVED
AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

VII. ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder