



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
September 5, 2024**

The Council of Park City, Utah, will hold its regular 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/87699525427>

CLOSED SESSION - 3:15 p.m.

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.

REGULAR MEETING - 5:30 p.m.

I. ROLL CALL

II. PRESENTATIONS

1. Consideration to Adopt Resolution No. 18-2024, a Resolution Welcoming the 2024 Visiting Delegation from Courchevel, France
(A) Public Input (B) Action
2. Public Financing Tools Presentation by Gilmore Bell Public Finance Law Firm

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Main Street Area Plan Meeting Recap - August 14, 2024
2. 2024 Fitch Rating
3. China Bridge Parking Structure Condition Assessment

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

V. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from August 15 and 22, 2024

VI. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Contract with ClearCompany, LLC., a Human Resources Management System Provider, in a Form Approved by the City

Attorney's Office, Not to Exceed \$119,840 for Three Years with the Option to Renew for an Additional Two Years

2. Consideration to Approve the Acquisition of 44 Artworks for Phase 3 of the EmPOWERment Project in a Form Approved by the City Attorney

VII. OLD BUSINESS

1. Discuss Ranked Choice Voting as a Possible Voting Method for the 2025 Mayoral and City Council Election
(A) Public Input
2. Consideration to Authorize the City Manager to Execute a Construction Agreement, in a Form Approved by the City Attorney's Office, with Silver Spur Construction to Construct the Main Street Water Line Replacement Project Phases II & III, Not to Exceed \$3,689,058.90; and Approve a Request from the Historic Park City Alliance for Proposed Mitigation Plans
(A) Public Input (B) Action
3. Consideration to Approve Ordinance No. 2024-16, an Ordinance Enacting Title 2, Chapter 7, and Moving and Amending Sections 2-4-13, 2-4-14, and 2-4-15 of the Municipal Code of Park City to Create a Consolidated Code Chapter Governing Park City's Boards, Committees, and Commissions
(A) Public Hearing (B) Action
4. Consideration to Waive an Impact Fee and a Development Fee for the Voluntary Affordable Housing Portions of the Studio Crossing impact Development, Not to Exceed \$1,913,012, in Accordance with Municipal Code Section 11-12-15
(A) Public Hearing (B) Action

VIII. NEW BUSINESS

1. Consideration to Adopt Resolution 19-2024, a Resolution Approving the Cable Television Utility Franchise Agreement between All West/Utah, Inc. and Park City Municipal Corporation and to Authorize the City Manager to Execute the Agreement in a Form Approved by the City Attorney's Office
(A) Public Input (B) Action

IX. ADJOURNMENT

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

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



Resolution No. 18-2024

**Proclamation Welcoming the 2024 Visiting Delegation
from Courchevel, France**

WHEREAS, in 1984, the cities of Courchevel, France, and Park City, Utah, initiated a Sister City relationship, a partnership that has enhanced many areas of our communities, including business, culture, arts, and especially in education through student exchanges; and

WHEREAS, this relationship has been mutually beneficial by cultivating new friendships and enriching the lives of all who are associated with such programs, especially our youth; and

WHEREAS, the City of Park City and its residents, businesses, and community organizations are hosting the visiting delegation from Courchevel, including the Honorable Mayor Jean Yves Pachod and City Councilors Manon Lazzaroni and Claude Chedal Anglay this week beginning Friday, August 30, 2024;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of Park City, Utah, do hereby welcome by this Proclamation the delegation from our Sister City of Courchevel and wish that their experience here will continue to strengthen our 40-year relationship through mutual understanding and respect.

PASSED this 5th day of September, 2024.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, Mayor

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Margaret Plane, City Attorney

City Council Staff Report



Subject: Public Financial Tools Presentation
Authors: Jed Briggs
Department: Budget Department
Date: Sept. 5, 2024

Summary Recommendation:

Receive an overview from Gilmore & Bell, the City's bond and financial counsel, that summarizes Utah's broad array of public financing tools available to municipalities. Public financing methods are commonly used by municipalities and other governmental entities to promote community goals and development in specific areas.

Park City has a history of utilizing two different Redevelopment Agencies, and the Utah Legislature has recently undertaken a considerable expansion of the types of public financing tools available to cities and towns. In addition, Deer Valley requested authorization of PIDs to finance public infrastructure and qualifying improvements, as outlined in the Letter of Intent signed by PCMC and Deer Valley on December 14, 2023.

This presentation will offer general guidance and information to the City Council on the basics of Utah's public financial tools, how they are applied in neighboring communities, and how and where they may be relevant to support Park City's progress towards its community goals and objectives.

Analysis:

Utah State Code gives cities the power to create financing districts and zones through a vote of the legislative body. In most cases, the allowance of property tax increment (future property tax revenues from the development) is used to finance or fund portions of a future development.

Typically, municipalities seek partnerships to incentivize development and redevelopment, or a developer seeks municipal partnerships to improve community outcomes. Some of the most common investments fund specific infrastructure costs, such as water, sewer, roads, and other utilities. In other areas, funds are used to remove urban blight, promote environmental remediation and clean-up, or provide affordable housing, public transportation solutions, and enhance public spaces like parks, playgrounds, paved pathways, and trails.

A list of the tools available in Utah include:

- Redevelopment Agency
- Community Reinvestment Agency
- Public Improvement District
- Housing and Transit Reinvestment Zone
- First Home Investment Zone (new)
- Home Ownership Promotion Zone (new)
- Infrastructure Financing District (new)

Although relatively common in other states, some public financial tools are relatively new in Utah and the result of recent legislative action.

Given the proliferation of public financing tools across Utah, staff seeks to update the City Council, inform the community, and prepare for potential opportunities seeking public-private partnerships.

Department Review:

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



City Council Staff Communications Report

Subject: Main Street Area Plan August 14 Meeting Recap

Author: Jenny Diersen

Department: Special Events

Date: September 5, 2024

Summary

The Main Street Area Plan Committee (MSAP Committee) held its third meeting on August 14, 2024. A meeting [summary](#) accompanied by the information the committee has reviewed to date is posted on the MSAP Website. We will continue to provide official updates after each Committee meeting to ensure local businesses, residents and stakeholders, and the City Council remain updated on the Committee's discussions.

For example, the [MSAP website](#) was created to provide regular project updates, including timeline adjustments, meeting minutes, committee participants, presentation materials, and analytical reports. The committee is comprised of local residents, small businesses, and property owners committed to preservation and history, maintaining and improving the area's infrastructure and accessibility, and ensuring economic vibrancy amongst growing regional pressures.

After extensive discussion of potential concepts, a majority of the Committee asked for the following refinements to obtain additional consideration (review the August 14 minutes linked above for details):

- Swede Alley redevelopment concept plan that includes two hotels with underground parking, an updated public transit center, a community grocery store, a local liquor store, a post office and a central town square, community gathering spaces with natural features, and affordable housing for workforce housing on the Sandridge surface parking lots.
- Main Street redevelopment concept plan that includes greater pedestrian-focused infrastructure and car-lite options. Specifically, the Committee requested a curbless street concept to allow wider sidewalks while retaining on-street parking and vehicular accessibility. The Committee also wants to explore a one-way traffic pattern (directionality to be discussed later in the planning process) and to design the street for more accessible deliveries and emergency vehicle access. Finally, the Committee wants Main Street to remain flexible, allowing seasonal traffic flow changes and pedestrianization at different times, days, or hours.
- Additional requests included:
 - Creating multiple updated concept renderings to showcase ideas in winter conditions.
 - Adding transportation circulators, equipment, and technologies to move people up and down Main Street efficiently.
 - Considerations for snow melt or additional snow removal options.

- Protecting the community character and authenticity of Main Street by continuing historic preservation and exploring adaptive uses for historic structures.
- Exploring a Gondola from Deer Valley to the top of Main Street.
- Exploring the area east of Deer Valley drive (hillside) to create a new parking and transportation portal to
- The Committee continues to stress the importance of employee access and parking availability, while also supporting intercept parking lots outside of town with higher frequency express public transit options to ensure employees access to Main Street.

The next MSAP meeting is scheduled for September 9. After the committee provides additional feedback, we will launch an extensive feedback and community outreach program before returning to the City Council for a Work Session in October.



City Council Staff Communication

Subject: 2024 Fitch Rating
Author: Jessica Morgan
Department: Budget, Debt, and Grants
Date: September 5, 2024
Type of Item: Staff Communication

Summary

On August 14, 2024, Fitch Ratings reaffirmed its 'AA+' credit rating and stable outlook for Park City's General Obligation Bonds, series 2013A, 2017, 2019, and 2020. This affirmation follows the implementation of Fitch's new U.S. Public Finance Local Government Rating Criteria.

Background

Periodically, rating agencies assess the City's financial position and outlook in order to affirm the ratings that were given upon issuance of bonds. The ratings are essentially the City's credit score of financial management and creditworthiness. The government's bond rating evaluates the City's ability to repay its debt in full and on time. A quality rating means or ensures Park City can borrow funds for large projects at a lower interest rate and spend more on the projects themselves instead of interest payments.

Fitch recently reassessed Park City this summer, and we have maintained our 'AA+' rating from Fitch for the past 14 years. Fitch's rating highlights our strong financial position and ability to sustain a healthy fund balance. On a parallel path earlier this year, Moody's also conducted an assessment of the City's creditworthiness and maintained our strong 'Aaa' rating. Moody's Aaa rating of Park City is the highest possible bond rating a city can achieve and is attractive to potential investors because we are considered very low risk.

When Fitch conducted their assessment, the City's long history of strong financial performance, tax base growth, limited debt and liabilities profile, and very strong operational management stood out.

Key factors contributing to reaffirmation include:

- **Robust Financial Position-** "The expectation that the city will continue to maintain a robust fund balance given its ample budgetary flexibility supported by high expenditures and revenue controls."
- **Economic Strength:** "The city benefits from low unemployment rates compared to the national rate and very high-income levels relative to Fitch's portfolio. The City's population is small (3rd percentile), but the economy is adequately diverse despite being a tourism-based economy."

- **Low Debt and Pension Liabilities:** Our direct debt and adjusted net pension liabilities are moderately weak compared to governmental revenue.

Park City's Model Implied Rating (MIR) is 'AA+' with a strong numerical value of 9.89, placing it at the higher end of the 'AA+' rating range (9.0-10.0).

Final Remark

Fitch's reaffirmation reflects the continued strength of Park City's financial management and operational effectiveness.

RATING ACTION COMMENTARY

Fitch Affirms Park City, UT's IDR at 'AA+'; Stable Outlook; Removed from UCO

Wed 14 Aug, 2024 - 5:24 PM ET

Fitch Ratings - San Francisco - 14 Aug 2024: Fitch Ratings has affirmed the following ratings for Park City, UT (the city) at 'AA+':

--General Obligation (GO) bonds series 2013A, 2017, 2019 and 2020;

--Issuer Default Rating (IDR).

The Rating Outlook is Stable. The ratings have been removed from Under Criteria Observation (UCO).

RATING ACTIONS

ENTITY / DEBT ⚡	RATING ⚡			PRIOR ⚡
Park City (UT) [General Government]	LT IDR	AA+ Rating Outlook Stable		AA+ Rating Outlook Stable
	Affirmed			
Park City (UT) /General Obligation - Unlimited Tax/1 LT	LT	AA+ Rating Outlook Stable	Affirmed	AA+ Rating Outlook Stable

VIEW ADDITIONAL RATING DETAILS

The 'AA+' IDR affirmation reflects the implementation of Fitch's new "U.S. Public Finance Local Government Rating Criteria." The IDR incorporates the expectations that the city will continue to maintain a robust fund balance given its ample budgetary flexibility supported by high expenditure and revenue controls. The city benefits from low unemployment rates when compared to the national rate and very high income levels in comparison to Fitch's portfolio.

The city's population size is small (3rd percentile) but the economy is adequately diverse despite being a tourism-based economy. Direct debt and Fitch adjusted net pension liabilities are extremely low when compared to market value, which Fitch uses rather than personal income given the high concentration of second homes within the city. Direct debt and Fitch adjusted net pension liabilities are moderately weak when compared to governmental revenue, and carrying costs pension contributions and debt service are exceptionally high when compared to governmental expenditures.

RATING SENSITIVITIES

Factors that Could, Individually or Collectively, Lead to Negative Rating Action/Downgrade

--A material increase in long-term liability burden, absent changes in market value or governmental resources and expenditures;

--Unrestricted reserves dropping below 7.5% of general fund expenditures and transfers out, the threshold for a 'aaa' financial resilience assessment for issuers with ample budget flexibility;

--In conjunction with other declines in metrics, an increase in economic concentration based on Fitch's analysis using personal income by sector to a level that triggers an asymmetric weight on the MIR.

Factors that Could, Individually or Collectively, Lead to Positive Rating Action/Upgrade

--Approximately 20% decrease in the long-term liability burden and carrying costs, absent changes in market value or governmental resources and expenditures.

SECURITY

The GO bonds are general obligations of the city, payable from an unlimited ad valorem tax on all taxable property within the city.

FITCH'S LOCAL GOVERNMENT RATING MODEL

The Local Government Rating Model (LGRM) generates Model Implied Ratings (MIR) which communicate the issuer's credit quality relative to Fitch's local government rating portfolio (the MIR will be the IDR except in certain circumstances explained in the applicable criteria). The MIR is expressed via a numerical value calibrated to Fitch's long-term rating scale that ranges from 10.0 or higher (AAA), 9.0 (AA+), 8.0 (AA), and so forth down to 1.0 (BBB- and below).

MIR reflect the combination of issuer-specific metrics and assessments to generate a Metric Profile (MP), and a structured framework to account for Additional Analytical Factors (AAFs) not captured in the MP that can either mitigate or exacerbate credit risks. AAFs are reflected in notching from the MP and are capped at +/-3 notches.

RATINGS HEADROOM & POSITIONING

Park City MIR: 'AA+' (Numerical Value: 9.89)

-- MP: 'AA+' (Numerical Value: 9.89)

-- Net AAF Notching: 0.0

Park City's MIR is 'AA+'. The associated numerical value of 9.89 is at the upper end of the 9.0 to 10.0 range for its current 'AA+' rating.

KEY RATING DRIVERS

FINANCIAL PROFILE

Financial Resilience - 'aaa'

Park City's financial resilience is driven by the combination of its 'High' revenue control assessment and 'High' expenditure control assessment, culminating in an 'Ample' budgetary flexibility assessment.

-- Revenue control assessment: High

-- Expenditure control assessment: High

-- Budgetary flexibility assessment: Ample

-- Minimum fund balance for current financial resilience assessment: $\geq 7.5\%$

-- Current year fund balance to expenditure ratio: 32.0% (2023)

-- Five-year low fund balance to expenditure ratio: 21.0% (2023)

Revenue Volatility - 'Weakest'

Park City's weakest historic three-year revenue performance has a negative impact on the MIR.

The revenue volatility metric is an estimate of potential revenue volatility based on the issuer's historical experience relative to the median for the Fitch-rated local government portfolio. The metric helps to differentiate issuers by the scale of revenue loss that would have to be addressed through revenue raising, cost controls or utilization of reserves through economic cycles.

-- Lowest three-year revenue performance (based on revenue dating back to 2005): 14.0% decrease for the three-year period ending fiscal 2011

-- Median issuer decline: -4.5% (2023)

DEMOGRAPHIC AND ECONOMIC STRENGTH

Population Trend - 'Midrange'

Based on the median of 10-year annual percentage change in population, Park City's population trend is assessed as 'Midrange'.

Population trend: 1.0% 2022 median of 10-year annual percentage change in population (53rd percentile)

Unemployment, Educational Attainment and MHI Level - 'Strongest'

The overall strength of Park City's demographic and economic level indicators (unemployment rate, educational attainment and median household income [MHI]) in 2023 are assessed as 'Strongest' on a composite basis, performing at the 95th percentile of Fitch's local government rating portfolio. This is due to relatively strong education attainment levels, median-issuer indexed adjusted MHI and unemployment rate.

-- Unemployment rate as a percentage of national rate: 66.7% 2023 (91st percentile), relative to the national rate of 3.6%

-- Percent of population with a bachelor's degree or higher: 65.0% (2022) (97th percentile)

-- MHI as a percent of the portfolio median: 192.7% (2022) (97th percentile)

Economic Concentration and Population Size - 'Midrange'

Park City's economy is sufficiently diversified, but this is offset by the low population size.

The composite metric acts asymmetrically, with most issuers (above the 15th percentile for each metric) sufficiently diversified to minimize risks associated with small population and economic concentration. Downward effects of the metric on the MP are most pronounced for the least economically diverse issuers (in the 5th percentile for the metric or lower). The economic concentration percentage shown below is defined as the sum of the absolute deviation of the percentage of personal income by major economic sectors relative to the U.S. distribution.

-- Population size: 8,377 (2022) (from 0th to 2.5th percentile)

-- Economic concentration: 47.5% Analyst Input (above the 15th percentile) (vs. 48.5% 2023 Actual)

Analyst Inputs to the Model

Due to the income levels for natural resources and mining not being reported on the county level, Fitch uses the state reported levels within the economic concentration calculation for the city.

LONG TERM LIABILITY BURDEN

Long-Term Liability Burden - 'Midrange'

Park City's liabilities to personal income has improved, while carrying costs to governmental expenditures remain weak and liabilities to governmental revenue remain moderately strong. The long-term liability composite metric in 2023 is at the 52nd percentile, roughly in line with Fitch's local government rating portfolio.

-- Liabilities to personal income: 1.0% Analyst Input (97th percentile) (vs. 5.6% 2023 Actual)

-- Liabilities to governmental revenue: 144.3% Analyst Input (66th percentile) (vs. 158.2% 2023 Actual)

-- Carrying costs to governmental expenditures: 28.4% Analyst Input (3rd percentile) (vs. 28.4% 2023 Actual)

Analyst Inputs to the Model

Due to the high concentration of second homes within the city, the personal income levels do not adequately capture the resource base. In order to account for this, Fitch compares the long-term liability burden to market value instead of personal income. Debt amortized in fiscal 2024 was taken out of the calculations for direct debt. The city is investigating possible financing options for its capital program approximating \$55 million. Given the rating's headroom, the addition of this planned debt would not affect the MIR. The metrics reported do not include the future \$55 million debt issuance.

PROFILE

The city's population is relatively small (about 8,500 residents) and its economy is highly concentrated in winter sports-related tourism and leisure activities, including the Sundance Film Festival. The city benefits from numerous factors including high wealth levels among its permanent residents and second homeowners, a consistently large number of visitors and temporary residents, and its proximity to Salt Lake City, which is only 30 miles away. Peak ski season weekends can attract up to 40,000 visitors to the city, according to city officials.

REFERENCES FOR SUBSTANTIALLY MATERIAL SOURCE CITED AS KEY DRIVER OF RATING

The principal sources of information used in the analysis are described in the Applicable Criteria.

ESG CONSIDERATIONS

The highest level of ESG credit relevance is a score of '3', unless otherwise disclosed in this section. A score of '3' means ESG issues are credit-neutral or have only a minimal credit impact on the entity, either due to their nature or the way in which they are being managed by the entity. Fitch's ESG Relevance Scores are not inputs in the rating process; they are an observation on the relevance and materiality of ESG factors in the rating decision. For more information on Fitch's ESG Relevance Scores, visit

<https://www.fitchratings.com/topics/esg/products#esg-relevance-scores>.

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APPLICABLE CRITERIA

[U.S. Public Finance Local Government Rating Criteria \(pub. 02 Apr 2024\) \(including rating assumption sensitivity\)](#)

APPLICABLE MODELS

Numbers in parentheses accompanying applicable model(s) contain hyperlinks to criteria providing description of model(s).

U.S. Local Government Rating Model, v1.2.0 ([1](#))

ADDITIONAL DISCLOSURES

[Dodd-Frank Rating Information Disclosure Form](#)

[Solicitation Status](#)

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ENDORSEMENT STATUS

Park City (UT)

EU Endorsed, UK Endorsed

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The complete span of best- and worst-case scenario credit ratings for all rating categories ranges from 'AAA' to 'D'. Fitch also provides information on best-case rating upgrade scenarios and worst-case rating downgrade scenarios (defined as the 99th percentile of rating transitions, measured in each direction) for international credit ratings, based on historical performance. A simple average across asset classes presents best-case upgrades of 4 notches and worst-case downgrades of 8 notches at the 99th percentile. For more

details on sector-specific best- and worst-case scenario credit ratings, please see [Best- and Worst-Case Measures](#) under the Rating Performance page on Fitch's website.

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City Council

Subject: China Bridge Parking Structure Condition Assessment
Contract with Kimley-Horn and Associates

Author: Becky Gutknecht, P.E.
John Robertson, P.E.

Department: Engineering and Parking

Date: September 5, 2024

Summary

This communication is provided to give the Council a summary of the resultant China Bridge Parking Structure Condition Assessments and 5-Year Capital Improvement and Protection Plan report.

On January 8, 2024, we contracted with Kimley-Horn and Associates (Consultants) to inspect and evaluate the China Bridge Parking Structure and associated structural elements due to seeing some areas of deterioration. The evaluation was completed, and the final report was issued on May 22, 2024. We also conducted a 3rd party review of Kimley-Horn's findings, completed on July 31, 2024.

The China Bridge Parking Structure (CBPS) evaluated three different structures:

1. The cast-in-place retaining wall along Marsac and associated slab-on-grade parking;
2. The Southern half of the parking structure built in 1986; and
3. The Northern half of the parking structure built in 2006.

The analysis determined that the retaining wall along Marsac has failed and requires replacement. This wall replacement was more thoroughly covered during the August 15th City Council Meeting. The failure is due to inadequate size of the original footing which led to "global stability failure". This means that the wall is rotating towards Marsac Ave. and currently is showing more than 7 inches of deflection. For more information about the Marsac retaining wall see the [Marsac Retaining Wall Staff Report](#) for more information.

Consistent with our recommendation at the August 15 City Council meeting, Engineering determined that the Marsac Retaining wall needs to be replaced as soon as possible. Given the City Council's support, we have begun procurement protocols to source design and construction services.

The Southern, 1986 portion of the structure has some significant structural concerns that require repair, but overall, the section does not necessitate immediate replacement. It was noted that the "useful service life of concrete parking structures constructed and routinely maintained by industry standards is around 50 years". Though the Southern

parking garage has currently provided approximately 38 years of service, given the accelerated rate of deterioration the garage has exhibited, the report indicates that “Park City should begin to prepare and budget to replace the 1986 portion of the parking structure within the next 10 years.”

The Northern, 2006 portion of the structure is in relatively good condition. A schedule of maintenance efforts is proposed to improve existing conditions and extend the structure's life.

The 3rd party review confirmed the findings of the Assessment and that it adhered to reasonable engineering standards, analysis, and best practices. There were a few discrepancies primarily related to the estimated repair costs but no discrepancies that would modify essential conclusions. Overall, the 3rd party review validated Kimley-Horn's Assessment.

History

As noted, the Southern half of the CBPS was built in 1986, and the Northern half was constructed and connected in 2006. Over the past year, Engineering identified potential structural deficiencies. If not addressed through regular maintenance or specific improvement projects, structural deficiencies can lead to a shorter life span of the structure. Therefore, it was determined that an in-depth structural analysis and condition assessment would determine the structure's current condition and prioritize and estimate costs for necessary repairs and maintenance efforts.

Concerns were also raised about the noticeable leaning of the cast-in-place retaining wall along Marsac Avenue and were included in the assessment.

Scope

The evaluation included the condition of the cast-in-place wall on the east side of the on-grade parking area along Marsac, the soldier pile wall, the concrete garage slabs and their post-tensioned reinforcing steel, the stair cores, and waterproofing, joints, and general maintenance and operational recommendations. Each studied element was given a condition rating (Poor, Fair, Good, or Very Good) with key observations and recommendations for repair. The estimated probable costs for a 5-year repair and maintenance efforts were also provided.

Key Results

Soldier Pile Wall - Fair Condition

The soldier pile wall (the wooden wall seen when parking on the East side of the underground sections of the parking garage) is in fair condition. This wall comprises steel columns spanned with wood lagging, which forms the horizontal structure of the wall and retains soil. There are no immediate structural repair recommendations, and the “wall does not appear to be exhibiting signs of structural damage.” The 3rd Party reviewer noted rust and corrosion on the soldier pile wall and a small section of the pan decking supporting the concrete parking deck. They recommended cleaning the rust from the corroded elements.

Testing indicated high moisture levels within the timber lagging. However, there was no indication of a section loss, meaning the lagging is not showing signs of rot.

Stair Cores – Fair Condition

In the Southerly 1986 section, the stair cores (stairways) showed areas of moderate surface corrosion, particularly in the connector members. This can degrade the steel's structural integrity. We recommend the removal and replacement of corroded connectors and members. Considering the structural arrangement of the stair cores, this could entail partial demolition and replacement, particularly on the southernmost stair core.

Parking Garage Slabs – Fair Condition

Ninyo & Moore was the geotechnical and testing firm and they indicate the concrete compression strengths are adequate. However, the report also indicates a range of low to high levels of chloride-ion intrusion into the concrete of the slabs. Chloride levels within the concrete indicate the risk of reinforcing steel corrosion. The chloride levels within the parking structure "should be considered excessive."

Post-tensioned (PT) tendons are reinforcing steel used in constructing parking garage structures to provide essential reinforcement to concrete in areas of tensile stress. The PT tendons in the 2006 structure do not show signs of failure and some PT tendons in the 1986 structure show signs of failure.

Reavely Engineers also noted some of the currently visually distressed tendons in a 1999 Structural Conditions Report. Given the high chloride levels tested in the concrete slabs, any PT tendons in the 1986 structure will likely have a shorter life cycle and higher corrosion rates. The Consultant recommends "immediately engaging a specialty post-tensioned concrete contractor to test and certify all distressed (PT) tendons in the 1986 Garage, as well as remove and replace the visibly de-tensioned cable".

Miscellaneous

The Consultant also recommended additional repairs such as replacing expansion joints, painting and waterproofing, and sealing cracks.

Maintenance Recommendations

"The China Bridge parking structure is believed to have utilized de-icing salts its entire lifespan. This is likely one of the highest contributing factors to the distress observed in the concrete and reinforcing throughout the parking structure. To reduce the rate of continued structural distress, the Consultant recommends that the Owner stop using chloride-based de-icing chemicals at the supported decks of this facility."

Due to the observation of distressed PT tendons in the 1986 structure and the resulting calculated loss of capacity, the Consultant recommends reducing the maximum loading on the roof slab to no more than 50 psf. This means that snow on the roof slab should not be allowed to be stockpiled more than 1'-10" tall which impacts current snow storage practices. This change has been discussed with the Public Works Director and we are working to modify the snow storage practices. This will likely impact the cost of snow removal for China Bridge as it will likely require additional trucking costs.

Proposed Actions

The consultant provided a prioritized list of repair and replacement efforts (including the estimated costs) for the next five years. We intend to follow the proposed prioritization and will incorporate these items into the maintenance efforts in the coming years.

Given the results of this evaluation, the most immediate concern is replacement of the Marsac Retaining Wall. Engineering has begun procurement protocols to source design and construction services.

The report also identified prioritization of repairs such as:

- To engage a specialty contractor for post-tensioned tendon repairs
- Replace damaged connectors on Southern Stair Tower
- Repair concrete spalling (multiple locations)

We are planning to procure the contracts this Fall to begin these repairs within the next year.

Other less immediate repairs and maintenance efforts are proposed for the next five years. One of the more significant expense maintenance items to note is the waterproof traffic coating to be installed to help prevent further degradation of the concrete decking.

Proposed changes to maintenance practices such as changing snow storage and snow removal practices will be incorporated this coming winter.

Exhibits

Exhibit A – 2024.05.22 – China Bridge Parking Structure Condition Assessments and 5 Year Capital Improvement and Protection Plan

Exhibit B – 2024.07.31 – 3rd Party Review – China Bridge Parking Structure Review – Horrocks

[Exhibit C – 2024.08.15 – Marsac Avenue Retaining Wall Replacement Staff Report](#)



May 2024

China Bridge Parking Structure

China Bridge Parking Structure Condition Assessments and 5 Year Capital Improvement and Protection Plan

FINAL REPORT

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Appendix A.....	Site and Building Exterior Photos
Appendix B.....	Interior Structure Photos
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Appendix D	Overlaid 1999 Observations and 2024 Observations
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Appendix F	Rating Guidelines
Appendix G	PlanGrid Report
Appendix H	Ninyo & Moore Forensic Evaluation

Park City China Bridge Parking Structure

May 2024 - 5-Year Capital Improvement & Protection Plan

Executive Summary

Key Repair Recommendations

Near Term (2024): (\$1,882,000)

- Repair broken handrail.
- Repair and/or replace cast-in-place retaining wall.
- Repair spalls.
- Demolish and replace southern stair tower stairs.

Intermediate Term (2025-2026): (\$1,826,000)

- Replace expansion joints.
- Replace traffic coating on decks.
- Flush and clean all drains.

Long Term (2027-2028): (\$1,409,000)

- Paint interior and exterior walls, bollards, and handrailing.
- Mill and overlay on-grade parking levels in front of Town Hall.
- Repair conduit and penetrations.

As authorized by the Park City Municipal Corporation (Park City), Kimley-Horn completed a visual condition assessment of the China Bridge Parking Structure in accordance with the scope of work provided in our contract dated January 8, 2024. The purpose of this assessment was to observe and document the general physical condition of the two parking structures, waste management building, cast-in-place retaining wall at employee parking area, and soldier pile wall. In the report, Kimley-Horn will identify deficient items and provide repair recommendations with budgetary construction cost estimates. It is intended for Park City to use this report as a planning tool to budget repair or replacement of components, and prolong the life span of the parking structures, building and walls.

The China Bridge Parking Structure is a parking structure used for public parking as well as employee parking for the Park City Municipal Corporation parking. Kimley-Horn performed a condition assessment on March 5-7, 2024, of the structure's readily accessible and visible elements. Enclosed areas or otherwise inaccessible spaces were not assessed. Our assessment of this structure included the following:

- Reviewing available plans
- Conducting a walk-through, visual, non-destructive assessment of the current physical conditions
- Photographic documentation
- Recording field notes
- Destructive testing and chloride ion testing of concrete samples taken throughout the garage.

In this report, the elements observed during the condition assessment are grouped into five categories:

- Structural – The observed structural elements included the slabs, beams, columns, walls, stair/elevator core wall and their connections, parapets, the cast-in-place retaining wall, the soldier pile wall, and exterior pavements.
- Waterproofing – The observed waterproofing systems generally consisted of expansion joint sealants, caulk sealants, and coating systems.
- Systems – The systems observed included lighting, mechanical penetrations, drainage plumbing, fire protection, and electrical.
- Operational – The operational systems generally included striping, signage, sidewalks / curbs / medians, bollards, railing, and safety items.
- Aesthetic – The observed aesthetic elements consisted of the exterior façade, painting, and general overall appearance.

In general, the condition assessment identified conditions common among parking structures of similar age and construction type in this region. No life-threatening structural issues were observed, but some repairs are recommended for the near term. Based on our observations, we suggest an overall condition rating of 'Fair' for the parking structures and waste management building, 'Good' for the soldier pile wall, and 'Poor' for the cast-in-place retaining wall. The details of these findings are discussed further in the main body of this report.

Park City China Bridge Parking Structure

May 2024 - 5-Year Capital Improvement & Protection Plan

Introduction

General Description

The China Bridge Parking Structures are located between Swede Alley and Marsac Ave, just south of 5th St, in Park City, UT. Provided below is a general description of the China Bridge Parking Structure based on the walk-through and information provided in the original construction documents by Bsumek Mu and Associates, dated June 11, 1986, the China Bridge Addition construction documents by Reaveley Engineers and Associates, dated April 5, 2005, and by Park City Municipal Corporation.

- Original garage constructed circa 1986 with an addition constructed circa 2005.
- Four-story, approximately 26,000 SF (per story) original garage with a five-story, approximately 24,850 SF (per story) addition to the garage.
- Cast-in-place, post-tensioned concrete parking structures (original and addition) with associated cast-in-place concrete stair and elevator cores.
 - Structural system (original and addition): 2-way slabs
 - Lateral load resisting system (original and addition): Shear Walls
- Entry/exit locations on both Marsac Ave and Swede Alley.
- Three stair/elevator towers located on the West side of the structure.
- Drainage system consists of drainpipes throughout structure.
- Fire suppression system consists of standpipes and sprinklers throughout structure.
- Soldier pile wall directly adjacent to the east wall of the parking structure addition was constructed circa 2005 with the parking structure addition.
- The construction date of the cast-in-place retaining wall in the northeast corner of the site is unknown.
- No as-built or construction documentation of either retaining wall was available for Kimley-Horn's review.

Ratings

The tables below indicate components within structural, waterproofing, systems, and operational categories that were observed in the walk through with each element receiving a rating of 'Very good', 'Good', 'Fair', 'Poor', or 'N/A' which represents the median condition of all individual similar elements. Rating descriptions are defined further in Appendix F.

Table 1: Structural Element Ratings

Structural Element	Rating	Key Observations	Key Recommendations
Concrete Floor Slabs (1986 and 2005 Garages)	Fair	Some locations of spalling, specifically on underside (See Appendix C, Photo 1)	Repair spalled concrete sections
Concrete Walls (1986 Garage)	Fair	Some walls exhibit minor spalling (See Appendix B, Photo 16)	Repair spalled sections.
Concrete Spandrel Beams (1986 Garage)	Poor	Cracking and spall observed in a perimeter spandrel beam directly overhead a stair well exit. (See Appendix B, Photo 6)	- Repair cracks. - Repair spalled sections.
1986 Concrete Retaining Wall (NE Corner)	Poor	- Large linear deflections (indicative of global stability issues) of the entire wall section were observed by KH (See Appendix A, Photo 6) - Cracking and spalling observed in concrete, resulting in exposed reinforcement.	- Vehicles must not park 15 feet from the NE Corner of the wall (see Figure 1 in CIP RTW Geometry section) - Stabilize Wall with a waler and soil anchor system. - Clean areas of exposed, corroded reinforcement. - Repair areas of insufficient reinforcement cover.
2005 Soldier Pile Retaining Wall – Wood Lagging	Fair	No rot observed in wooden lagging. (See Appendix B, Photo 17)	- Monitor wall. - If wooden lagging decays with time, weld studs to H-Piles and apply a concrete facing across the face of the wall to eliminate the need for wooden lagging.
2005 Soldier Pile Retaining Wall – H-Pile	Fair	Surficial rust observed on steel H-Piles. (See Appendix B, Photo 17)	Clean H-Pile of surficial rust and monitor.
2005 Soldier Pile Retaining Wall – Soil Nails	Unknown	Surficial rust observed on visible areas of soil nails. (See Appendix B, Photo 17)	Clean visible areas of soil nails of surficial rust and monitor.

Table 1: Structural Element Ratings (cont.)

Concrete Columns (1986 and 2005 Garages)	Good	Some locations of minor spalling (See Appendix B, Photo 10)	Repair spalled sections.
Parapet Walls (1986 Garage)	Good	Locations of minor spalling on some areas	Replace or patch damaged concrete areas.
Parapet Walls (2005 Garage)	Fair	- Locations of major spalling on some areas - Locations of significant concrete deterioration due to sheet flow of water along walls (See Appendix B, Photos 1-3).	- Rout water through another location or drain. - Replace significantly damaged concrete areas.
Parking Pavement in Front of Town Hall Building (Concrete)	Fair	Moderate fine to medium cracking observed (See Appendix A, Photo 8).	Mill and overlay, isolated cutting and patching or full depth repairs. Repairs should be completed within the next 3 years. Crack sealing and restriping done as repairs are made.
1986 Parking Garage Ground Level (Concrete)	Fair	Moderate fine to medium cracking observed (See Appendix B, Photo 9).	Budget to repair large cracks and spalls.
2005 Parking Garage Ground Level (Concrete)	Fair	Moderate fine to medium cracking observed (See Appendix B, Photo 9).	Budget to repair large cracks and spalls.
Stair Core (1986 Garage)	Fair	Areas of surficial corrosion observed on connections between stair stringers and structure (See Appendix B, Photo 5).	Sand blast, or otherwise clean surficial rust from connections. Prime and paint connections to prevent future corrosion.
Stair Core (2005 Garage)	Fair	Areas of significant concrete deterioration observed at northern stair core (See Appendix B, Photos 1-3).	Prevent further water sheet flow from occurring along stair core walls.

Table 2: Waterproofing Element Ratings

Waterproofing Element	Rating	Key Observations	Key Recommendations
Joint Sealants (Both 1986 and 2005 Garages)	Good	No notable damage observed.	None
Expansion Joints (Both 1986 and 2005 Garages)	Fair / Poor	Deterioration of expansion joints noted throughout the structure (See Appendix A, Photo 7 and Appendix B, Photo 7).	Replace expansion joints.
Exterior Painting (Both 1986 and 2005 Garages)	Fair	Fading on all exterior façades	- Repaint all exterior façades in two to three years - Power wash regularly after winter season
Interior Painting (Both 1986 and 2005 Garages)	Fair	Paint fading/cracking (See Appendix B, Photos 11 & 13).	Repaint interior facades in two to three years
Concrete Floor Slabs (1986 and 2005 Garages)	Fair	Medium cracking observed in concrete slab (Ref. photos in Appendix B)	Rout and seal cracks to prevent water intrusion and further degradation.
Concrete Walls (1986 Garage)	Fair	Fine cracking observed in concrete walls (See Appendix B, Photo 11).	Repair cracks by routing and sealing.

Table 3: Operational Element Ratings

Operational Element	Rating	Key Observations	Key Recommendations
Signage (Both 1986 and 2005 Garages)	Good	No notable damage observed	None
Sidewalks/Curbs/Medians (1986 Garage)	Good	One area of damaged island observed at lower-level northern entrance to original garage area (See Appendix B, Photo 12).	Repair island concrete.
Bollards (1986 Garage)	Good	- One damaged bollard observed at lower-level northern entrance to original garage area (See Appendix B, Photo 12). - Bollards observed to be in overall good condition with minor paint deterioration observed.	- Clean and repaint bollards. - Repair/replace damaged bollard.
Railing (2005 Garage)	Good	One handrail observed disconnected at base of norther stair tower (See Appendix B, Photo 4).	- Clean and repaint handrails with rust-inhibiting paint. - Repair/replace damaged handrail.
Vehicular Restraint (Both 1986 and 2005 Garages)	Fair	Parking stoppers observed missing or mis-aligned in some areas (See Appendix B, Photo 15).	Replace missing parking stops.

General Recommendations

These maintenance and repair recommendations have been developed according to their impact on the overall structural, waterproofing, operational, and aesthetic aspects of the parking structures, building and walls. These structures are exposed to the environment and require diligent upkeep of structural components, waterproofing, and sealing systems to extend the useful service life of the structure. Anywhere water is intruding, concrete is spalling, or steel is exposed to the environment should be addressed. Ignoring these items can limit the useful life of the structures. While operational and aesthetic issues may not directly affect the structure's life span in the same way that structural issues can, they should not be ignored solely on that basis. Park City has a vested interest in maintaining a user friendly, appealing structure in the same way it has an interest in protecting its parking structures from the effects of structural disrepair.

Kimley-Horn reviewed various repair options and has recommended a repair and maintenance program commensurate with the age and existing condition of this parking structure. Repairs have been prioritized based on their need and impact to the structure's systems, along with consideration for parking operations and code compliance.

Implementation of these recommended repairs can be phased and scheduled around Park City's peak operations season to accommodate employee and public usage during the repair process. Many of our recommendations require specialized knowledge to design, detail, and construct. The following recommendations outline items in need of repair but do not provide specific, detailed repair procedures. A firm with expertise in parking structure repairs should be retained to design and detail the specialty recommendations including proper material selection and methods of repair. Once restoration construction documents are prepared, a specialty contractor should be selected to perform the work.

Discussion and Recommendations

Outlined below are more in-depth discussion and recommendations of the cast in place concrete retaining wall, the soldier pile wall, and the PT tendons on the parking garages. The intent is not to list every recommended repair, rather note key items that require additional discussion. A full list of recommendations is provided in Appendix E within the Opinion of Probable Cost Table.

CIP Concrete Retaining Wall

Cast In Place Retaining Wall Geometry

The existing wall is a cantilevered, cast-in-place concrete retaining wall. The wall retains the grade of the concrete-paved parking area immediately south of Park City town hall. No record drawings for the construction of this wall are available to structurally analyze the design of the wall. The wall stem retains approximately 13'-0" of soil and is measured to be approximately 1'-0" wide. Ground Penetrating Radar (GPR) scanning was used on the stem to locate reinforcing bars so that a partial structural analysis of the wall could be performed. The scanning suggests that the vertical reinforcement may be #9 bars at approximately 6" on center. The scanning also suggests that the horizontal reinforcement may be #9 bars at approximately 12" on center. It should be noted that the assumed rebar is purely based on information provided by GPR scanning and was not able to be explicitly measured in the field. The stem extends approximately 1'-2" above the concrete paved parking area and is topped by an approximately 3'-0" metal railing. A geotechnical coring was taken 5'-0" from the back face of the wall. No concrete was encountered during the coring. Therefore, the footing heel is assumed to be 5'-0" max. No other geometrical or reinforcement information is known, and all other values shown in the geometry section and analyses had to be assumed. The geometry and reinforcement contained in the wall can be seen in Figure 2, below. The existing wall extents can be seen in the site plan in Figure 1, below.

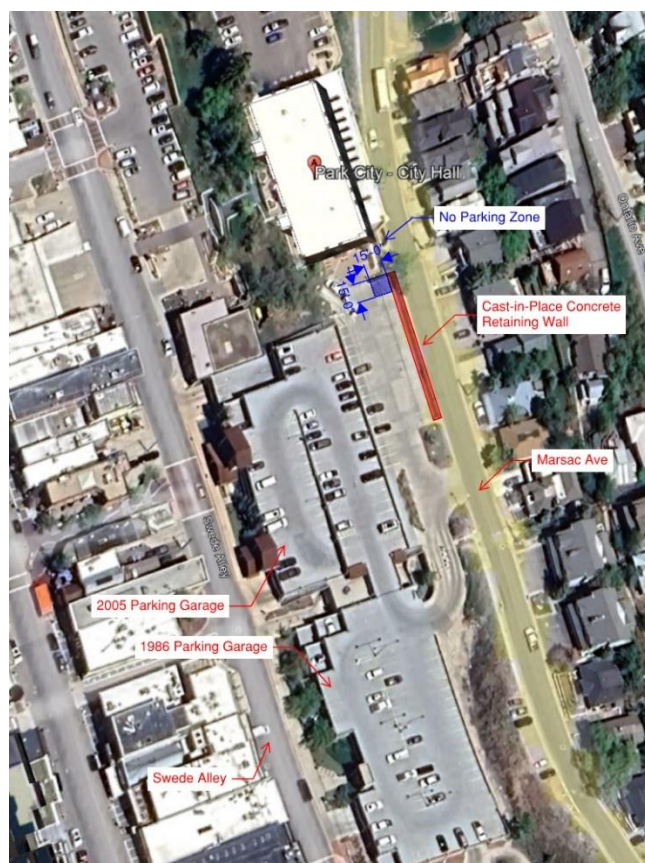


Figure 1: Site Plan with CIP RTW Extents

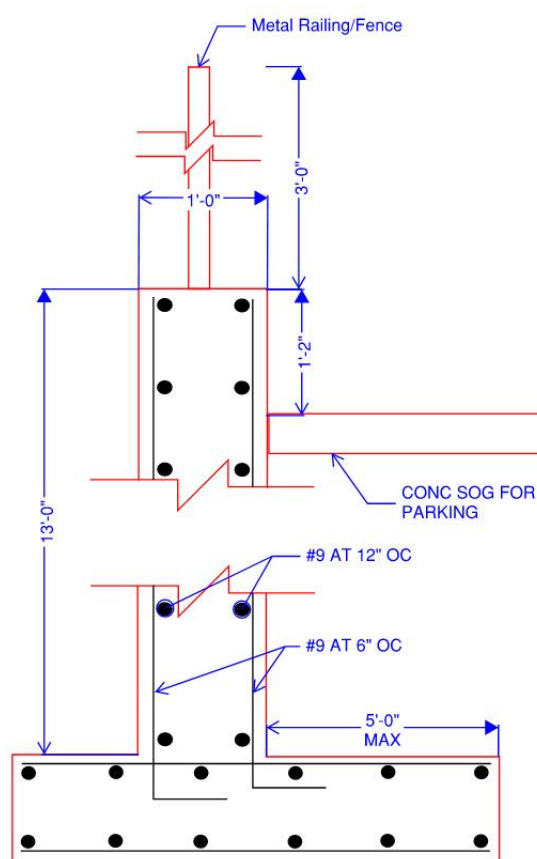


Figure 2: CIP RTW Section

Cast-In-Place Retaining Wall Analyses

Kimley-Horn produced two retaining wall analyses. The first analysis analyzes the existing conditions of the concrete wall. The second analysis incorporates a repair solution restraining the top of the wall via a waler and soil anchor system (See Structural Recommendations).

In both analyses, an active equivalent fluid pressure and passive equivalent fluid pressure of 60 psf and 100 psf, respectively, was used. These values are the worst-case presumptive soil pressures per the IBC and are conservatively used for purposes of the Draft Report.

Analysis #1: Analyze Existing CIP Retaining Wall

The existing wall conditions have resulted in an overturning stability ratio of 1.38 in Overturning and 0.46 in Sliding, resulting in a Global Stability ratio of 0.85. Industry standard minimum stability ratios are 1.5 for both overturning and sliding failure mechanisms. Our analysis of the existing retaining wall shows that the wall would exhibit a global stability failure if the suggested and assumed wall geometry and reinforcing parameters are correct. The analysis also shows that the wall is exhibiting a failure in soil bearing. This failure mechanism could be contributing to the wall distress observed in the field. The observed deflection at the top of the wall in the field was approximately 7 inches. From the Analysis #1 calculations, we would only anticipate 1.1 inches of deflection at the top of the wall. The cause of the difference in calculated and observed deflections is unknown, but it could indicate that a lower stability ratio than what was calculated more accurately reflects the existing wall's conditions. The analysis also indicates that the maximum stem reinforcement per ACI is exceeded. See discussion of this in Analysis #2, below. Geometry and loading diagrams from the analysis run can be seen in Figures 3 and 4, below.

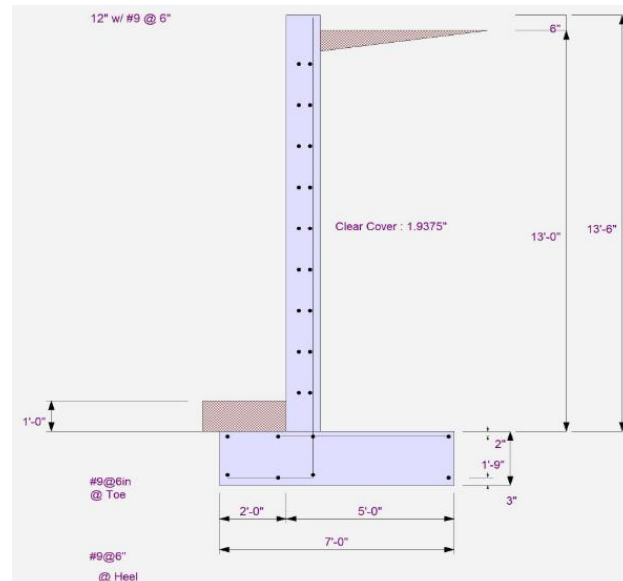


Figure 3: Existing Conditions Geometry Model

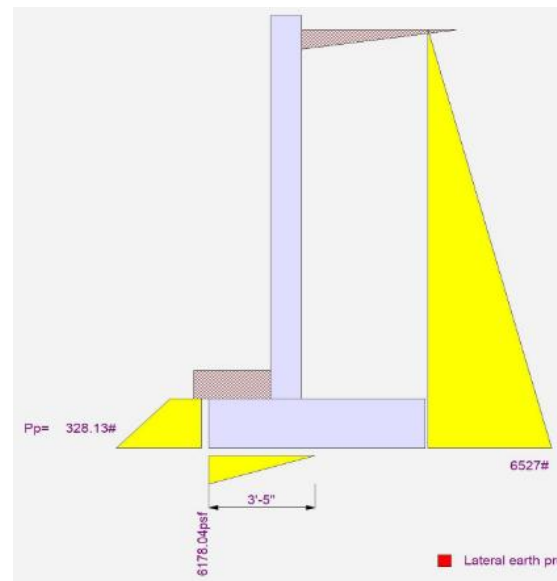


Figure 4: Existing Conditions Loading Model

It should be noted that a sliding factor of safety of 0.46 is considered failure. If accurate, the existing wall would display visible evidence of a sliding failure. Based on Kimley-Horn's observations on site, a sliding failure was not immediately obvious. Therefore, it can be assumed that some portion of the parameters used in the wall analysis (whether assumed or suggested from testing) are likely conservative and do not exactly represent the existing conditions in the field. The wall section could contain a shear key, non-prismatic stem, or counterfort section, all of which would modify the results of the wall analysis. Due to the limited number of measurements and testing available, the presence of these items cannot be confirmed or denied.

Figure 4, above, shows that no surcharge load was applied to the wall backfill. In the field, a surcharge load due to vehicle parking directly behind the wall would be present and applying additional load on the wall. Even without a surcharge load, our analysis shows below optimal stability ratios. If surcharge were to be applied to the wall, the stability ratios would decrease even further.

Analysis #2: Analyze Repair Solution for CIP Retaining Wall

Kimley-Horn also performed an analysis of the retaining wall in a restrained condition. This would be the design condition of the wall if a waler and anchor system is installed (see recommendations below). When the wall is analyzed in a restrained condition, the stem of the wall is supported near the top and at the bottom, and maximum moment shifts from the bottom of the stem towards the middle height of the stem. Analysis #1 suggests that some supplemental support for the wall are required for stability. Analysis #2 suggests that a waler/anchor system may be able to stabilize the wall.

Both analyses show that the maximum allowable rebar areas in the wall stem exceed those given in the ACI code. Per GPR testing performed by Ninyo & Moore, the vertical wall rebar is #9 bars spaced at approximately 6 inches on center. For this wall stem thickness, a maximum reinforcement area per ACI is 1.54 square inches per foot of stem length. Therefore, the stem reinforcement should not exceed #9 bars at 8 inches on center per the currently adopted code. The maximum rebar area is prescribed to assure that a ductile failure mode controls the design of a concrete member. Ductile failure is characterized by yielding of the reinforcing steel and large gradual deflections. Brittle failure is characterized by sudden crushing of the concrete at a critical section and large sudden deflections. A brittle failure occurs when concrete crushes because of excessive compression in the concrete section. This is an undesirable failure mechanism as there is little to no warning of failure.

The existing wall analysis results in a sliding failure of the retaining wall. This could be caused by a combination of factors, not the least of which being that the retaining wall foundation dimensions are unknown. Without additional knowledge of the footing geometry, the results of a sliding stability analysis of the wall are presumptive. The analysis of the wall in the proposed repaired condition results in a sliding FoS of approximately 1.4. While not up to an industry standard value of 1.5, this value supports the conclusion that soil anchors could help restrain the wall from additional movement. Geometry and loading diagrams from the analysis run can be seen in Figures 5 and 6, below.

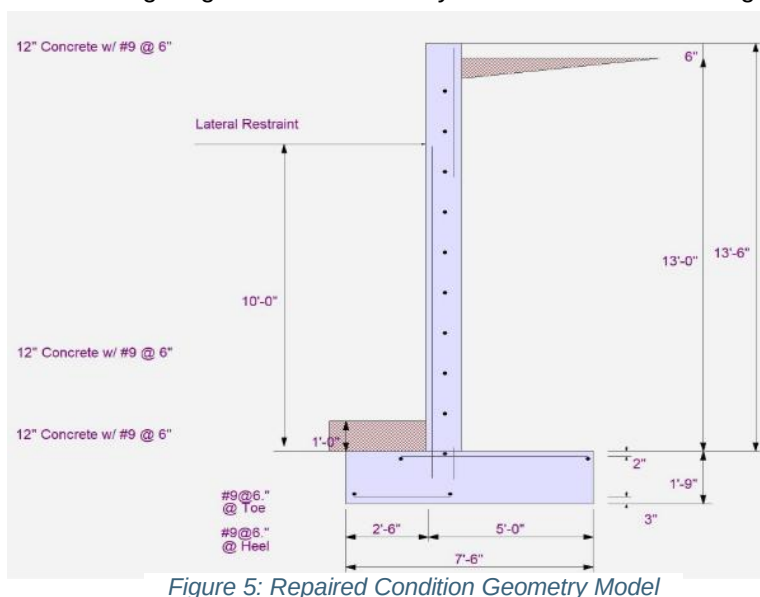


Figure 5: Repaired Condition Geometry Model

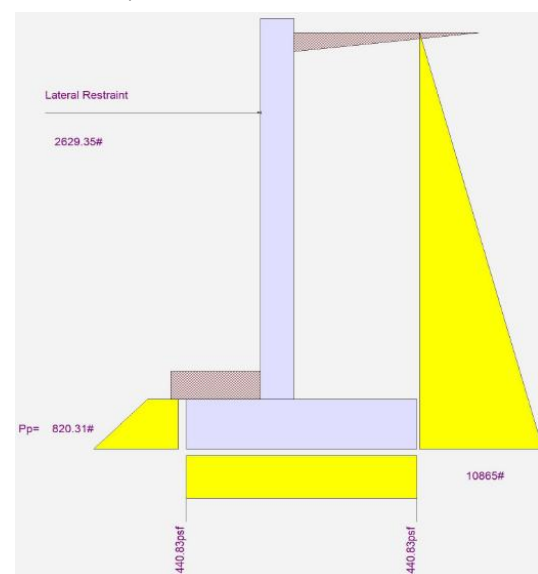


Figure 6: Repaired Condition Loading Model

Cast-In-Place Retaining Wall Recommendations

The cast-in-place (CIP) retaining wall supporting the on-grade parking area was observed with approximately 7" of deflection out-of-plane at the top of the wall. Through basic measurements completed by Ninyo & Moore and following in kind with Ninyo & Moore's conclusions (See section 6 of Appendix H), the CIP wall is believed to be exhibiting a global failure, meaning that the entire wall, stem and footing, is rotating out-of-plane. This type of failure can be seen in Figure 7, below. This deflection cannot be undone, but the wall can be braced so that further deflection is prevented. **As a temporary solution, Kimley-Horn recommends engaging a structural engineer and specialty contractor to install a waler system with soil nails/anchors to effectively restrain the top and bottom of the wall from further movement, refer to Figures 8 and 9.** This will change the loading condition of the retaining wall from being cantilevered, to being supported near the top of wall elevation, as well as provide greater sliding resistance at the bottom of the wall. The waler itself would consist of a continuous channel. The soil nails/anchors would consist of threaded rods that would be drilled through the wall and inserted into the backfill material. A deadman anchor or flowable fill material would be used to provide both an attachment to the soil anchor and provide the needed passive resistance to support the wall from further deflection.

If and when soil anchors are installed to brace the CIP retaining wall, a large amount of excavation will need to occur if a deadman anchor system is chosen. While this may not be the most desirable choice for the operational capacity of the parking area, excavation in this area could reveal one of the soil nails in the backfill of the soldier pile wall. With proper precautions, a contractor could expose a soil nail to take measurements and gain more information on the state of the soil nails, which could lead to more accurate recommendations and assessments of the soldier pile wall.

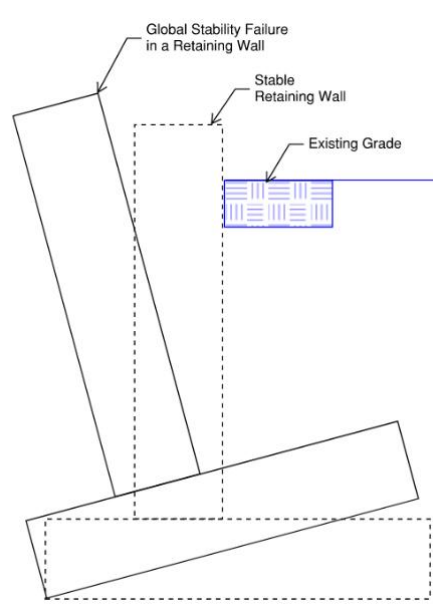


Figure 7: Global Stability Failure in a Retaining Wall

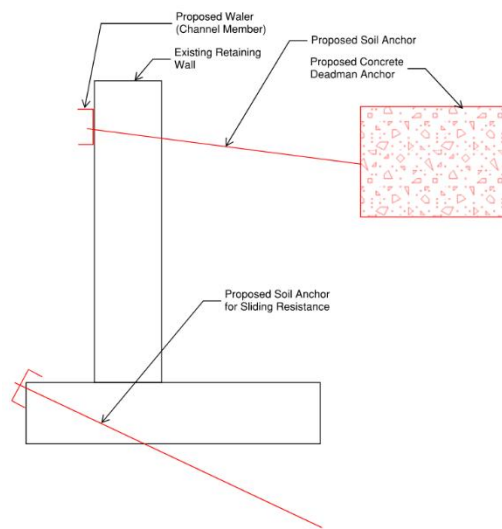


Figure 8: Deadman Anchor Recommendation

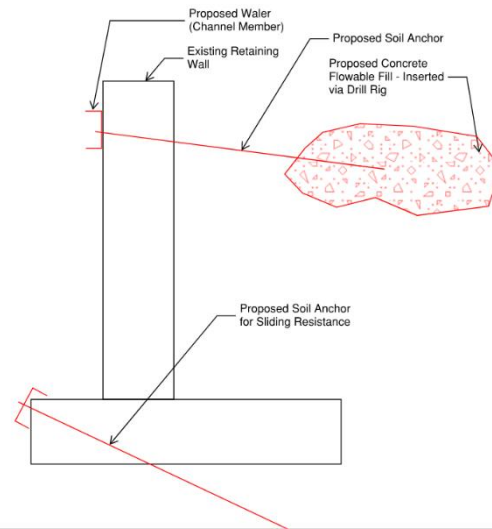


Figure 9: Flowable Fill Recommendation

Kimley-Horn also recommends that surcharge loading due to parked vehicles directly adjacent to the wall be avoided. Per the results of Analysis #1, above, stability ratios are believed to be below optimal, even without surcharge loading. Therefore, the addition of surcharge due to vehicles would only reduce the stability of the wall and potentially lead to further deflection.

The above recommendations are a temporary solution to prevent further wall instability as the Client budgets for a full wall replacement.

Soldier Pile Wall

Soldier Pile Wall Geometry

An existing soldier pile wall with soil nails is located immediately east of the 2005 Parking Garage, see Figure 11 for site plan of soldier pile wall extents. The soldier pile wall is approximately 202 feet long and varies from approximately 29'-8" to 37'-5" in height. A schematic section of the known and assumed soldier pile wall properties can be seen in Figure 10, below. The wall has four to five soil nails vertically spaced between 6'-5" and 9'-0" on center, depending on the height of wall. The soil nails are spaced at approximately 7'-9" on center and were measured to be 1 1/2" in diameter. The embedment and current conditions of the soil nails behind the wall are unknown and unable to be determined from testing.

Soldier Pile Wall Analysis

A load takedown and steel beam analysis was performed to obtain the anticipated deflection of the H-Piles in the soldier pile wall. Each soil nail was idealized as a pinned support and the loading was purely the earth pressure of the backfill material on the steel pile. Based on the data collected during the site investigation, the H-Pile is assumed to be approximately a W8x48. The loading was determined assuming the maximum recorded pile spacing and using the maximum recorded wall height. Both values vary along the length of the wall and do not necessarily occur at the same location. The analysis did provide an anticipated deflection value of 0.158 inches. This value is within an L/240 tolerance, which is acceptable based on industry standard deflection criteria for soldier pile walls.

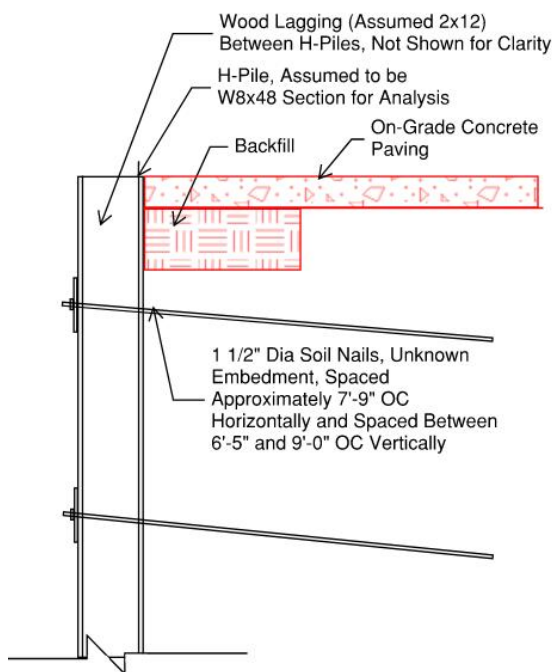


Figure 10: Soldier Pile Wall Section

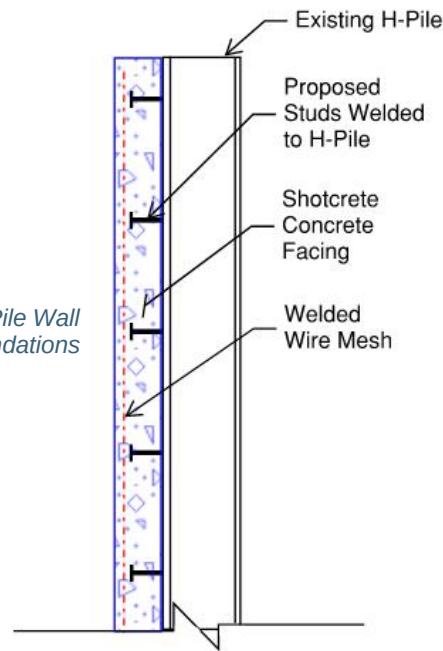


Figure 11: Soldier Pile Wall Site Plan

Soldier Pile Wall Recommendations

The soldier pile wall was observed to be in an overall fair condition. Even if the timber lagging has evidence of water staining, it did not have evidence of rot or loss of sections at the locations that were accessible. The steel H-pile was observed with superficial rust but did not appear to be affecting the structural integrity of the system. The soil nails exhibited evidence of surface rust; however, there was no evidence of loss of section on the head of the soil nail, the nut or washer. Overall, Kimley-Horn does not have any immediate structural repair recommendations as the wall does not appear to be exhibiting signs of structural damage. Ninyo & Moore's report indicates similar conclusions, stating that "observed deflections are likely associated with as-constructed conditions, and are not necessarily the result of post-construction movements." In the future, if signs of distress do become apparent in the wall, Kimley-Horn would recommend monitoring the wall over multiple months to determine if continuous deflection is occurring. If distress becomes apparent in the wooden lagging itself, Kimley-Horn would recommend applying a concrete facing across the front of the wall. This concrete facing would be anticipated to consist of shotcrete with a wire mesh. Steel studs would be welded to the existing steel H-piles of the wall and would provide the mechanism for load transfer from the new facing into the piles. This repair would reduce water intrusion through the wall. Prior to application of a concrete facing, it would be beneficial to clear all H-piles of surface rust. A schematic section of the potential repair can be seen in Figure 12, below.

Figure 12: Section of Soldier Pile Wall Recommendations



Parking Structures - Structural Recommendations

Stair Cores

The metal pan stair stringers and their connections to the concrete parking structure walls in the 1986 Garage were observed with areas of moderate surficial corrosion. Some connectors and steel members exhibited heavy corrosion. If these corroded members and connectors are not repaired and corrosion accelerates, it will compromise the structural integrity of the stair core and create an unsafe condition. Ninyo & Moore's report indicates that higher levels of chlorides were noted near stairwells and in the stairwell walls. This indicates that accelerated rates of corrosion could be occurring in and near the stairwells. Kimley-Horn recommends sand blasting (or other relevant methods of cleaning metal components) the steel connections and stair stringers that have minor corrosion. **Kimley-Horn recommends removal and replacement of the connectors and members that have excessive corrosion. Kimley-Horn recommends applying a primer and paint product to prevent future corrosion from occurring.**

Parking Garage Concrete Recommendations

Ninyo & Moore's report indicates a range of low to high levels of corrosion exposure levels throughout the China Bridge parking garages. The higher levels of corrosion exposure was recorded at locations of concrete spalls in the 1986 Garage. This indicates that the aged and already-distressed areas of the parking garage will exhibit accelerated rates of corrosion in the steel reinforcement, PT tendons, and any steel connections or members (stairs). **Kimley-Horn recommends a rigorous maintenance procedure be adopted and enacted immediately, to best preserve the service life of the garages, specifically the 1986 Garage.**

PT Tendon Analyses and Loading Recommendations

Kimley-Horn performed two analyses in ADAPT PT/RC modeling a typical banded tendon and uniform tendon bay in the 1986 Garage. The typical tendons modeled, along with the CGS values used in the analyses, can be seen in Figure 13, below. Both analyses indicate that ultimate capacity of the slab is affected with the loss of even a single tendon. From visual observation, one uniform tendon is clearly de-

[illegible]

PT Tendon Overall Recommendations

Map of Observed PT Tendon Distress

Overlaid with 1999 Reaveley's Fourth (Top) Level Floor Plan

LEVEL 403 - EXISTING CEILING PLAN
SCALE: 1/8" = 1'-0"
DATE: 01/11/2024
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

Areas of top level PT repairs in 1999 are in line with areas of exposed tendons observed in 2024. It can be assumed that these same repaired tendons continued to have issues.

Park City Municipal Corporation
China Bridge Parking Structure Conditions Assessment
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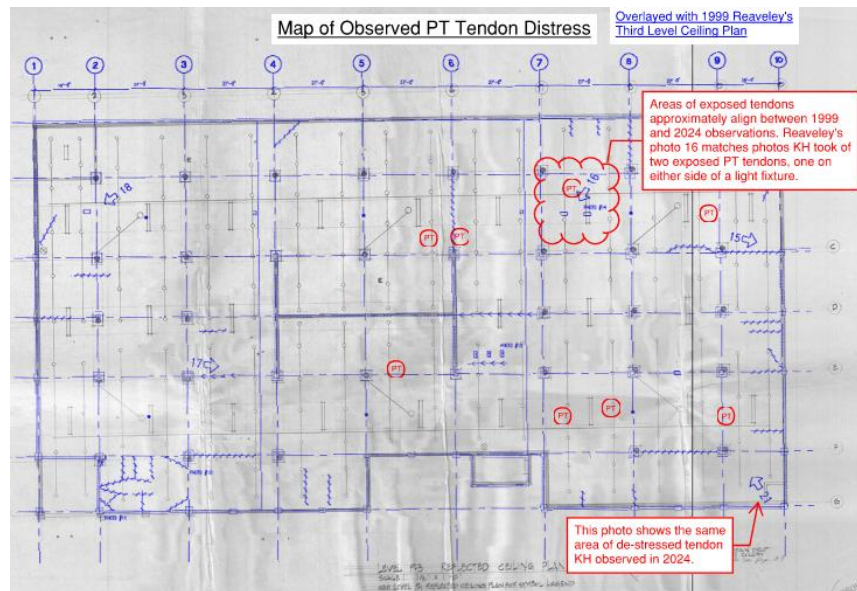


Figure 15: Underside of Top Slab Observations

During the review of the previous structural evaluations, multiple areas of PT Tendon distress were noted in both the 1999 report by Reaveley Engineers, as well as in the 2008 report by Carl Walker, Inc. Both reports explicitly note exposed and damaged tendons being observed on the underside of the top slab of the Original Structure. This is consistent with Kimley-Horn's observations in 2024. The 1999 report shows a photo number 21 captioned "Tendon head leakage & corrosion." This photo appears to exactly correspond with the location of the tendon that was observed by Kimley-Horn to be completely distressed. Kimley-Horn observed the location at the end of the tendon during their site visit. It appeared that this area had been blown out due to tendon failure, patched, and painted over (See Figure 18) See the relevant photos in Figures 16-19, below. When Ninyo & Moore explored the grout pockets at this location, the tendon was still observed in place with its end anchorage. This indicates that the tendon failure is likely located at the eastern end of the structure, which was unable to be observed while Kimley-Horn was on site due to snow coverage and stockpiling.

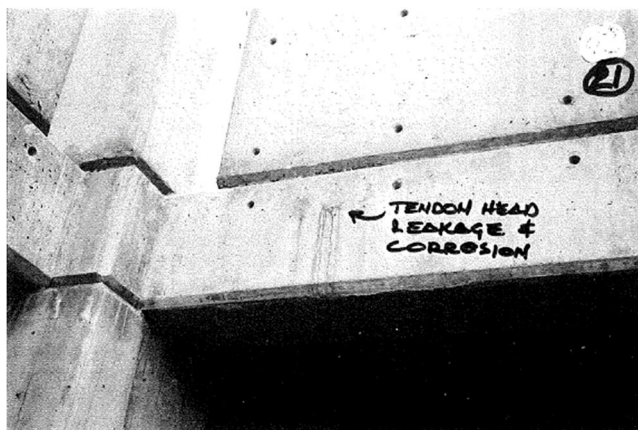


Figure 16: Photo from 1999 Reaveley Engineers' Report



Figure 17: Photo from 2024 Kimley-Horn Observations



Figure 18: Exposed Grout Pocket at De-Stressed Tendon



Figure 19: Damaged PT Tendon

Waterproofing Recommendations

Rout and Seal Slab Cracks

This typically includes full depth crack repair in the floor slab. Repair elevated slab cracks by routing and sealing to prevent water intrusion.

Paint Interior and Exterior Walls

At several locations, the interior and exterior facades exhibit wear. Clean and paint these areas to provide an aesthetic finish.

Replace Expansion Joints

At most locations, deterioration of expansion joints was observed. Kimley-Horn recommends replacing the expansion joints to maintain a useful service life of the structures.

Operational Recommendations

Repair and Install New Bollard

One bollard was observed damaged at a parking entrance island. Repair or replace the bollard to protect the entrance gate equipment. Any damaged bollards that are tilting should be repaired or replaced like for like.

Paint Bollards and Handrails

At several locations, the paint on bollards exhibits wear. Clean these areas to remove all rust, loose paint, and other loose detrimental foreign matter by hand chipping, scraping, sanding, and wire brushing; then paint with rust-inhibiting paint.

De-Icing Best Practices

The China bridge parking structure is believed to have utilized de-icing salts its entire lifespan. This is likely one of the highest contributing factors to the distress observed in the concrete and reinforcing throughout the parking structure. To reduce the rate of continued structural distress, Kimley-Horn recommends that the Owner stop using chloride based de-icing chemicals at the supported decks of this facility. Some examples of chloride-free de-icing products are abrasives or Acetate based chemical products. Abrasives like sand or other ground crystal products are used to improve traction where icing or slippery conditions exist. They do not melt the ice in cold conditions but provide some measure of anti-slip protection. They do tend to clog drainage systems, however, and thus require active maintenance and clean-out of plumbing systems. Acetate chemical products like CMA (Calcium Magnesium Acetate) and KAc (Potassium Acetate) are ice melting chemicals that are non-corrosive and thus friendlier to parking garage structural systems. CMA can be ordered in powder, crystal, pellet, or liquid form and is used by highway bridge departments and airports. KAc is typically delivered in liquid form as part of an automatic de-icing system for bridges and airports but can be manually sprayed to the surface of parking decks. Acetate based chemicals are as effective and sometimes more effective than chloride-based products but are known to be more expensive than chloride-based products. Utilization of these types of products will help to increase the useful lifespan of a parking structural which can be used to financially justify the increased cost of the products themselves.

Discussion of Useful Service Life

The age, construction type, current structure condition and geographic location of a parking structure influence prediction of remaining useful service life. Useful service life of concrete parking structures constructed and routinely maintained in accordance with industry standards is around 50 years. Generally, a building is considered to have reached the end of its service life under one or more of the following conditions:

- Structural safety is unacceptable due to material degradation or exceeding the design load-carrying capacity.
- Maintenance requirements exceeding available resource limits.
- Aesthetics become unacceptable.
- Functional capacity of the structure is no longer sufficient for the demand.

Figure 20 below illustrates the relationship between deterioration/repair costs and service life for typical parking structures. A properly designed and constructed structure which is maintained properly will follow the normal deterioration curve. A structure that is not designed and constructed for durability or not regularly maintained will follow the accelerated rate of deterioration curve. Implementation of a regular repair program and timely preventative maintenance can shift a structure's deterioration curve down and to the right providing extension of useful service life.

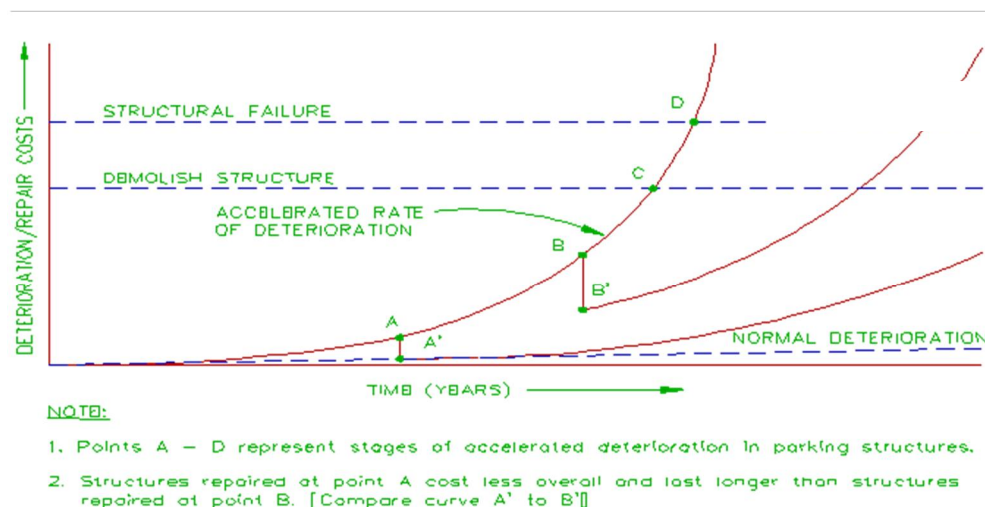


Figure 20: Operational/Structural Maintenance and Repair Costs

The China Bridge Parking Structure was originally constructed circa 1986 and as such it has provided approximately 38 years of service. The addition and soldier pile wall were constructed in 2005 and as such they have provided approximately 19 years of service. **Given the current condition of the overall structure, it is our opinion that the 1986 Garage is currently exhibiting an accelerated rate of deterioration and corrosion**, represented in Figure 20, above, between points B and C. Previously deteriorated PT tendons are once again exhibiting deterioration, and new PT tendons without previously documented deterioration are now exhibiting distress. As noted in the 'Parking Garage Concrete Recommendations' section, **Kimley-Horn recommends immediately implementing a rigorous maintenance procedure to prolong the service life of the garage. Kimley-Horn also recommends that Park City begin to prepare and budget to replace the parking structure within the next 10 years.**

Appendix A –

Site and Building Exterior Photos

Photo No. 1



Remarks:

Typical Exterior

Photo No. 2



Remarks:

Typical Exterior

Photo No. 3



Remarks:

Typical Elevated Level

Photo No. 4



Remarks:

Typical Slab-on-Grade Parking

Photo No. 5



Remarks:

Typical Snow Stockpile

Photo No. 6



Remarks:

Cast-In-Place Retaining Wall with Deflection

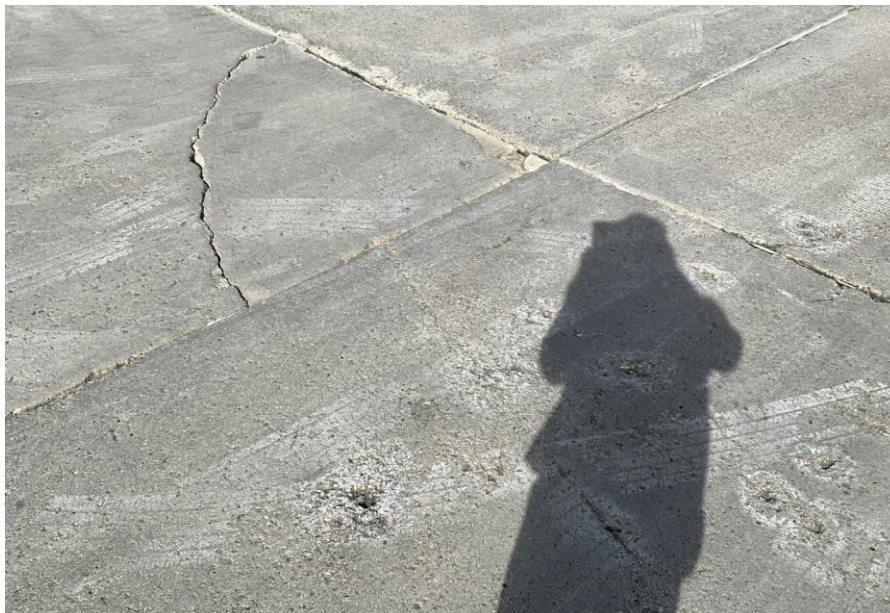
Photo No. 7



Remarks:

Expansion Joint Distress

Photo No. 8



Remarks:

Concrete On-Grade Parking Distress

Appendix B –

Interior Structure Photos

Appendix B - Interior Structure Photos

Photo No. 1



Remarks:

Concrete distress due to sheet flow of water

Photo No. 2



Remarks:

Concrete distress due to sheet flow of water

Appendix B - Interior Structure Photos

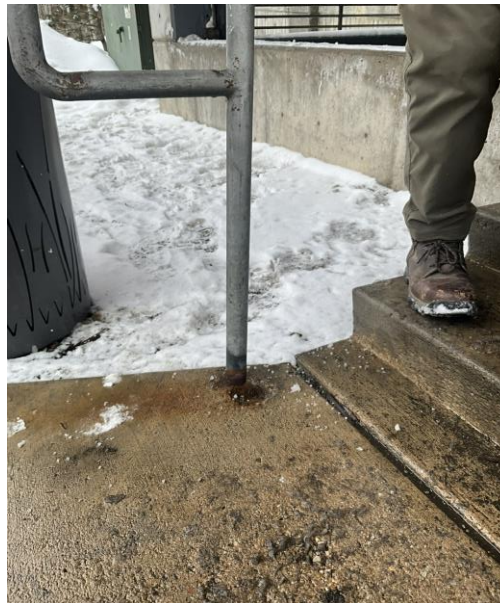
Photo No. 3



Remarks:

Concrete distress due to sheet flow of water

Photo No. 4



Remarks:

Handrail disconnected from base

Photo No. 5



Remarks:

Surface rusting observed at metal stairs

Photo No. 6



Remarks:

Concrete distress at spandrel beam

Appendix B - Interior Structure Photos

Photo No. 7



Remarks:

Ponding water and routine wear and tear at expansion joint

Photo No. 8



Remarks:

Water observed at top of drain

Photo No. 9



Remarks:

Typical SOG cracking

Photo No. 10



Remarks:

Typical column spall

Appendix B - Interior Structure Photos

Photo No. 11



Remarks:

Horizontal crack continuous on entire east wall

Photo No. 12



Remarks:

Damaged bollard and island

Appendix B - Interior Structure Photos

Photo No. 13



Remarks:

Water intrusion

Photo No. 14



Remarks:

Concrete settlement at column isolation joint in waste management building

Appendix B - Interior Structure Photos

Photo No. 15



Remarks:

Typical parking stops

Photo No. 16



Remarks:

Concrete wall spall

Appendix B - Interior Structure Photos

Photo No. 17



Remarks:

Soldier pile wall

Appendix C –

Post-Tensioned Concrete Distress

Photos

Photo No. 1



Remarks:

Typical Visible Tendon

Photo No. 2



Remarks:

Visible Distress at Tendon

Photo No. 3



Remarks:

Hanging Tendon

Photo No. 4



Remarks:

Grout Pocket at Hanging Tendon

Photo No. 5



Remarks:

Grout Pocket at Hanging Tendon

Photo No. 6



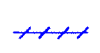
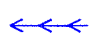
Remarks:

Typical Grout Pocket

Appendix D –

Overlayed 1999 Observations and 2024 Observations

Legend of 1999 Reaveley Engineers' Report

- | | | | |
|--|----------------------|---|---|
|  | - SPALLING |  | - INDICATES MISC CRACKING ALONG FLOOR |
|  | - CRACKS (PATCHED) |  | - INDICATES REPAIRED CRACKS THAT STILL LEAK |
|  | - HOLES (PATCHED) |  | - DETERATION AT COLUMN BASE |
|  | - DELAMINATION |  | - EXPOSED REBAR |
|  | - DETERATION AT WALL |  | - EXPOSED TENDONS |
|  | - PHOTO SURVEY |  | - NEW TENDON COVER |

Legend of 2024 Kimley-Horn Observations

 = EXPOSED OR DISTRESSED PT TENDON

Overlayed with 1999 Reaveley's
Fourth (Top) Level Floor Plan



APPROVED
JUL 09 1996
CITY BUILDING
6/25/8

Overlayed with 1999 Reaveley's
Third Level Ceiling Plan



Appendix E –

Opinion of Probable Cost

Park City China Bridge Parking Structure

April 2024 - 5-Year Capital Improvement & Protection Plan



Opinion of Probable Cost

The anticipated opinion of construction costs associated with the recommendations is intended to provide relative budgetary information Park City. Anticipated construction costs are provided in this Appendix D. These construction costs are based on limited field observations and quantifying. Unit price information is based on our current knowledge of the market conditions, RS Means, and historical repair cost information. No solicitation or information from contractors was gathered.

Cosmetic, decorative, tenant improvements, enhancements, improvements required for warranty transfer, and/or routine or normal preventive maintenance items are not included in the opinion of probable cost. This opinion of probable cost is presented to assist the Client to develop a general order-of-magnitude cost for budgetary purposes.

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Repair Item	Quantity	Units	Unit Cost	Contingency Factor	Initial Year / Period	Condition Assessment Repair Items				
						2024	2025	2026	2027	2028
Structural										
Repair <i>Shallow Floor</i> Spalls and Delaminations	65.0	SF	\$250.00	1.15	2024	\$18,688	\$0	\$0	\$0	\$0
Repair <i>Vertical/Overhead</i> Spalls and Delaminations	55.0	SF	\$250.00	1.15	2024	\$15,813	\$0	\$0	\$0	\$0
Repair Shallow Column Spalls	30.0	SF	\$250.00	1.15	2024	\$8,625	\$0	\$0	\$0	\$0
Rout and Seal Cracks	500	LF	\$6.00	1.15	2025	\$0	\$3,450	\$0	\$0	\$0
Repair Shallow Spalls in Walls	10.0	SF	\$250.00	1.00	2024	\$2,500	\$0	\$0	\$0	\$0
Form and Pour Major Spalling and Repair Exposed Reinforcement at Perimeter Beam	20.0	CF	\$250.00	1.00	2024	\$5,000	\$0	\$0	\$0	\$0
Repair Parapet Spalls	5.0	SF	\$250.00	1.00	2024	\$1,250	\$0	\$0	\$0	\$0
Temporary Repair of Cast-in-Place Retaining Wall	1.0	LS	\$250,000.00	1.00	2024	\$250,000	\$0	\$0	\$0	\$0
Demolish and Replace Cast-in-Place Retaining Wall	1.0	LS	\$400,000.00	1.00	2024	\$400,000	\$0	\$0	\$0	\$0
Allowance for Utilities and MOT	1.0	LS	\$150,000.00	1.00	2024	\$150,000	\$0	\$0	\$0	\$0
Demolish and Replace Southern Stair Tower Stairs	1.0	LS	\$150,000.00	1.00	2024	\$150,000	\$0	\$0	\$0	\$0
Engage Specialty Contractor for PT Repairs	1.0	LS	\$100,000.00	1.00	2024	\$100,000	\$0	\$0	\$0	\$0
Waterproofing										
Replace Traffic Coating on Deck	26000.0	SF	\$13.00	1.20	2025	\$0	\$405,600	\$405,600	\$405,600	\$0
Replace Expansion Joints	170	LF	\$250.00	1.20	2026	\$0	\$0	\$51,000	\$0	\$0
Paint Interior Walls	4687	SF	\$2.75	1.00	2027	\$0	\$0	\$0	\$12,890	\$0
Paint Exterior Walls	2344	SF	\$3.00	1.00	2028	\$0	\$0	\$0	\$0	\$7,031
Operational										
Paint Bollards	50	SF	\$50.00	1.00	2028	\$0	\$0	\$0	\$0	\$2,500
Paint Hand Railing	100	SF	\$50.00	1.00	2028	\$0	\$0	\$0	\$0	\$5,000
Plumbing										
Paint/Coat All Piping Exposed to Weather for UV Protection	1	LS	\$2,000.00	1.10	2028	\$0	\$0	\$0	\$0	\$2,200
Flush and Clean All Storm Drain(s)	27	EA	\$100.00	1.10	2025	\$0	\$2,970	\$0	\$0	\$0
Add Flashing to Interface Between Stair/Elevator Cores and Main Parking Structure	1	EA	\$5,000.00	1.30	2025	\$0	\$6,500	\$0	\$0	\$0
Electrical										
Repair conduit and penetrations	1	LS	\$6,000.00	1.20	2028	\$0	\$0	\$0	\$0	\$7,200
Pavement										
Cut and Patch Pavement in Front of Town Hall	1500	SY	\$40.00	1.20	2028	\$0	\$0	\$0	\$0	\$72,000
Crack Seal Throughout Garage (Slab-on-Ground)	1	LS	\$10,000.00	1.20	2026	\$0	\$0	\$12,000	\$0	\$0
Mill and Overlay Pavement in Front of Town Hall	1500	SY	\$20.00	1.20	2028	\$0	\$0	\$0	\$0	\$36,000
Restriping All Garage Levels	9000	SY	\$7.00	1.20	2028	\$0	\$0	\$0	\$0	\$75,600
Subtotal						\$1,102,000	\$419,000	\$469,000	\$418,000	\$208,000

China Bridge Parking Structure - Addition Structure

Built in 2005

Approximately 124,250 SF

Repair Item	Quantity	Units	Unit Cost	Contingency Factor	Initial Year / Period	Condition Assessment Repair Items				
						2024	2025	2026	2027	2028
Structural										
Repair <i>Shallow Floor</i> Spalls and Delaminations	10.0	SF	\$250.00	1.15	2024	\$2,875	\$0	\$0	\$0	\$0
Repair <i>Vertical/Overhead</i> Spalls and Delaminations	15.0	SF	\$250.00	1.15	2024	\$4,313	\$0	\$0	\$0	\$0
Repair Shallow Column Spalls	5.0	SF	\$250.00	1.15	2024	\$1,438	\$0	\$0	\$0	\$0
Rout and Seal Cracks	500	LF	\$6.00	1.15	2025	\$0	\$3,450	\$0	\$0	\$0
Repair Shallow Spalls in Walls	5.0	SF	\$250.00	1.00	2024	\$1,250	\$0	\$0	\$0	\$0
Repair Parapet Spalls	5.0	SF	\$250.00	1.00	2024	\$1,250	\$0	\$0	\$0	\$0
Waterproofing										
Replace Traffic Coating on Deck	25000.0	SF	\$13.00	1.20	2025	\$0	\$390,000	\$390,000	\$390,000	\$0
Replace Expansion Joints	245	LF	\$7.00	1.20	2026	\$0	\$0	\$2,058	\$0	\$0
Paint Interior Walls	5905	SF	\$2.75	1.00	2027	\$0	\$0	\$0	\$16,240	\$0
Paint Exterior Walls	2953	SF	\$3.00	1.00	2028	\$0	\$0	\$0	\$0	\$8,858
Operational										
Paint Bollards	150	SF	\$50.00	1.00	2027	\$0	\$0	\$0	\$7,500	\$0
Paint Hand Railing	100	SF	\$50.00	1.00	2028	\$0	\$0	\$0	\$0	\$5,000
Repair/Replace Damaged Hand Railing	1	EA	\$1,000.00	1.00	2024	\$1,000	\$0	\$0	\$0	\$0
Plumbing										
Paint/Coat All Piping Exposed to Weather for UV Protection	1	LS	\$2,000.00	1.10	2028	\$0	\$0	\$0	\$0	\$2,200
Flush and Clean All Storm Drain(s)	21	EA	\$100.00	1.10	2025	\$0	\$2,310	\$0	\$0	\$0
Add Flashing to Interface Between Stair/Elevator Cores and Main Parking Structure	2	EA	\$5,000.00	1.30	2024	\$13,000	\$0	\$0	\$0	\$0
Electrical										
Repair conduit and penetrations	1	LS	\$6,000.00	1.20	2026	\$0	\$0	\$7,200	\$0	\$0
Pavement										
Crack Seal Throughout Garage	1	AC	\$7,500.00	1.20	2026	\$0	\$0	\$0	\$0	\$0
Restriping All Garage Levels	9000	SY	\$7.00	1.20	2026	\$0	\$0	\$75,600	\$0	\$0
Subtotal						\$25,000	\$6,000	\$85,000	\$24,000	\$16,000

Total Estimated Project Costs	\$1,882,000	\$761,000	\$1,065,000	\$912,000	\$497,000
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Appendix F –

Rating Guidelines

The following narrative provides a summary of the rating guidelines.

Rating Guidelines

Very Good – rating denotes no life-safety issues, no immediate losses of strength or performance, including aesthetics, and no short-term changes in performance with regular maintenance and observation. Overall, the structure has minor cosmetic deficiencies, very minor concrete damage, and no leaks or leaching.

Good – rating denotes no life-safety issues, no immediate losses of strength or performance, including aesthetics, and no short-term changes in performance with regular maintenance and observation. A structural system is said to be in good condition if there is minor concrete damage, minimal rust, and minor leaks or leaching. An operational system is said to be in good condition if the system is in good working order with minor cleaning or routine maintenance required.

Fair – rating denotes no life-safety issues and functional performance, but repairs are needed to maintain the current level of service. There are some aesthetic issues and inconveniences to patrons. Without repairs, the deterioration will continue to accelerate. Fair condition is assigned to the structural system if moderate damage, rust, leaks, or leaching is found in several locations or if severe damage is found in a few locations.

Poor – rating denotes obvious problems, even to the casual observer, that without immediate remediation will result in further loss of structural member capacity. This condition can produce noticeable deflections in members, cause loose concrete to spall away, and presents the possibility of an unsafe condition to vehicles and/or pedestrians in the near future. The system may still be functioning at this state, but repair costs will increase rapidly with the amount of time that passes before the item is corrected. The structural system is considered poor if severe damage is found in several locations. A poor assessment is assigned to any operational system that requires replacement.

N/A – Not Applicable to this garage. While typically included as a part of our normal condition assessment, this particular category of items was not originally installed in this garage or was not part of the scope of this evaluation

Definitions:

The photographs provided below are sample representative photographs of each definition taken at other locations. These photographs were not taken at any Northern Arizona University facility.



Figure 1: Failing concrete patch



Figure 2: Concrete Delamination



Figure 3: Concrete spall

1. **Patches** – Repairs to concrete that require a filler material, usually grout or repair mortar. Patches may be required due to the following causes: reinforcing steel corrosion, concrete spalling, concrete delaminations, failing grout pockets, or external forces, such as automobile collisions. See Figure 1.
2. **Delamination** – A delamination of concrete occurs when bleed (excess) water rises in concrete to just below the concrete surface as the concrete is curing. This leaves a thin layer of concrete that separates from the concrete body. Delaminations are detectable by sounding the suspected concrete with a metal object, such as a chain or hammer, and listening for the distinctive dead/hollow sound produced. The sounding instrument will produce a crisp metal ring when sounding over solid concrete. See Figure 2.
3. **Spall** – A spall is generally a piece of concrete that separates from the main body of the concrete member. Examples include a grout patch that has shrunk away from its pocket or a corner of a member that has broken off and is in the process of falling away or has fallen away already. See Figure 3



Figure 4: Fine crack



Figure 5: Medium Crack



Figure 6: Wide crack



Figure 7: Leaking and leaching concrete

4. **Cracking** – Cracks are qualitatively assigned values of Fine (F), Medium (M) or Wide (W). A fine crack is a hairline crack less than 0.01" thick and can sometimes be very hard to see. A medium crack is in between 0.01" and 1/32" wide and a wide crack is anything greater than 1/32" wide. Cracks are qualitatively rated according to their dominant characteristics. See Figures 4, 5 and 6 for fine, medium and wide width cracks, respectively.

5. **Leaking** – Leaking is determined by any observable sign of fluid flow through a crack or joint. See Figure 7.
6. **Leaching** – Leaching occurs when water flows through a crack, thereby dissolving away the components of the concrete, mainly calcium, and depositing it in the form of a whitish film or stalactite on the surface. The whitish film is also called efflorescence. See Figure 7.

Park City China Bridge Parking Structure

April 2024 - 5-Year Capital Improvement & Protection Plan



Figure 8: Ponding Water

7. **Ponding** – Ponding is the settling of water in low areas where it has no way to drain. This not only presents a pedestrian safety hazard, especially if it turns into ice, but as water penetrates the concrete the deterioration mechanism is accelerated. See Figure 8.



Figure 9: Structural steel rust & scaling

8. **Rust and Scaling** – Rust occurs when steel is oxidized. Air, water and chlorides are some agents that typically cause steel to rust. Scaling is a more advanced condition of rust and occurs when rust is deeper than the surface and flakes off in pieces or 'scales'. See Figure 9.



Appendix G –

PlanGrid Report

China Bridge Condition Assessment - PlanGrid Task Report

Prepared by Josh Lampson

Apr 10, 2024

Description

152 tasks in this report.

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#35 Spall 87

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#49 Spall 92

#50 Spall 93

#54 Spall 94

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#59 Spall 96

#61 Spall 97

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#64 Spall 100

#65 Spall 101

#66 Spall 102

#67 Spall 103

#68 Spall 104

#69 Spall 105

#74 Spall 106

#77 Spall 107

#79 Spall 108

#81 Spall 109

#82 Spall 110

#83 Spall 111

#85 Spall 112

#86 Spall 113

#87 Spall 114

#88 Spall 115

#95 Spall 116

#97 Spall 117

#98 Spall 118

#99 Spall 119

#101 Spall 120

#102 Spall 121

#103 Spall 122

#104 Spall 123

#105 Spall 124

#107 Spall 125

#109 Wall Repair 126

#111 Spall 127

#112 Spall..... 128

#114 Spall..... 129

#115 Spall..... 130

#117 Spall..... 131

#119 Spall..... 132

#129 Spall 133

#130 Spall 134

#146 Spall 135

#149 Spall 136

#151 Spall 137

#152 Spall 138

#56 Wall Repair 139

#71 Wall Repair 140

#110 Wall Repair 141

#120 Wall Repair 142

#142 Wall Repair 143

#145 Wall Repair 144

#150 Wall Repair 145

#155 Wall Repair 146

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#128 General..... 154

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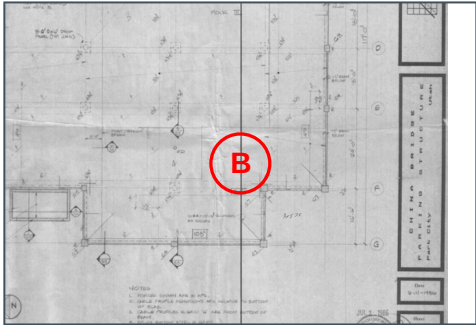
#133 Boring Location

Status	Sheet
Open	Level P-3 RCP



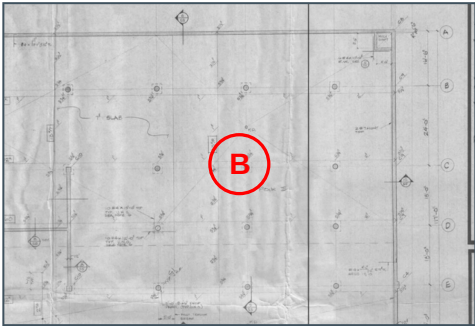
#134 Boring Location

Status	Sheet
Open	Roof Plan



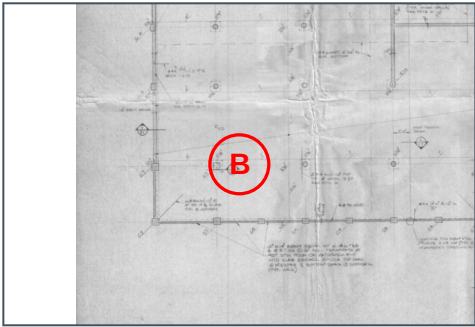
#135 Boring Location

Status	Sheet
Open	Level P-2 Plan



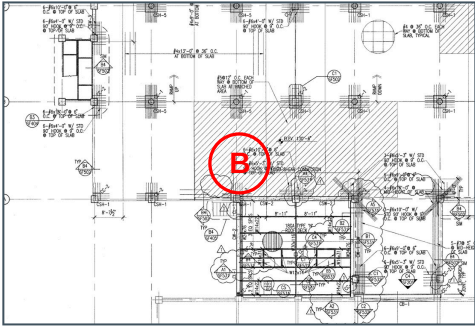
#136 Boring Location

Status	Sheet
Open	Level P-2 Plan



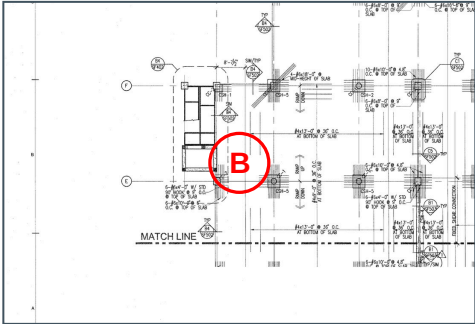
#137 Boring Location

Status	Sheet
Open	SF112



#138 Boring Location

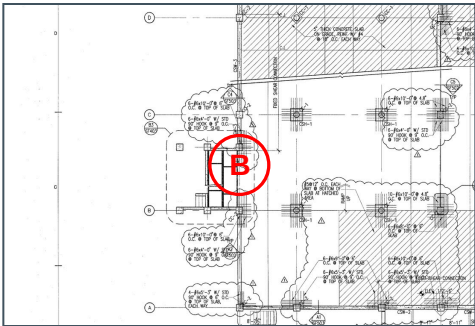
Status	Sheet
Open	SF115



#139 Boring Location

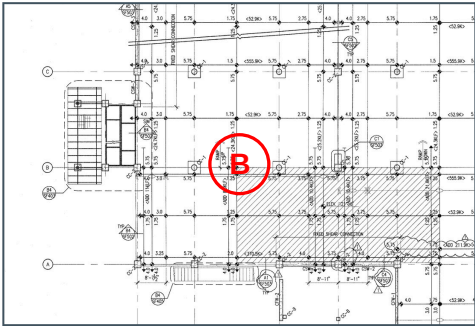
Status	Sheet
Open	SF104

Description
Wall boring



#140 Boring Location

Status	Sheet
Open	SF106

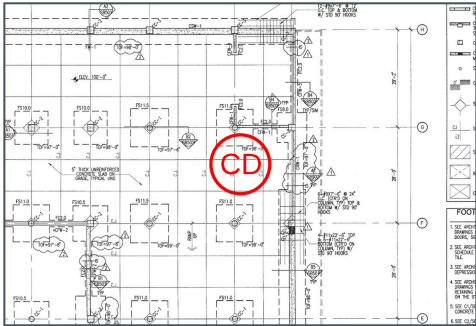


#9 Concrete Deterioration

Status
Open

Sheet
SB101

Description
Crack in sog



Photos



20240305_082740_photo
Josh Lampson
Mar 5, 2024 9:27 AM



20240305_082728_photo
Josh Lampson
Mar 5, 2024 9:27 AM



20240305_082718_photo
Josh Lampson
Mar 5, 2024 9:27 AM

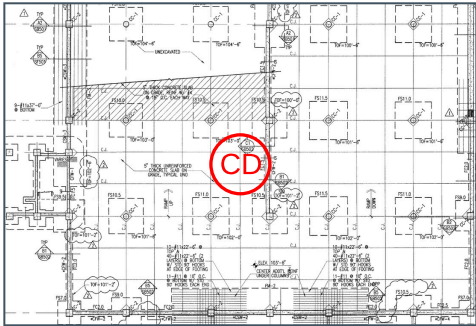
#16 Concrete Deterioration

StatusOpen

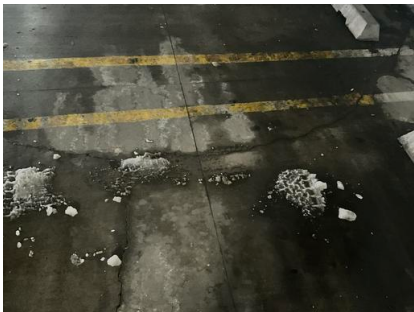
SheetSB102

Description

Slab crack extends to multiple isolation jets



Photos



20240305_083628_photo
Josh Lampson
Mar 5, 2024 9:36 AM



20240305_083618_photo
Josh Lampson
Mar 5, 2024 9:36 AM



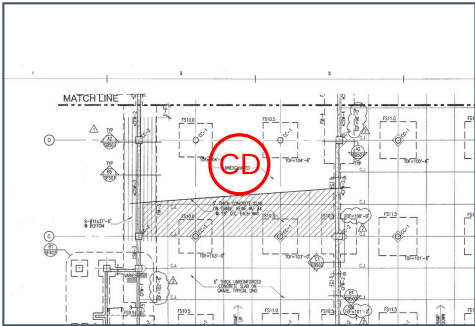
20240305_083553_photo
Josh Lampson
Mar 5, 2024 9:35 AM

#17 Concrete Deterioration

Status
Open

Sheet
SB102

Description
Slab cracking 200 lf
No repair recommendations
at SOG



Photos



20240305_083807_photo
Josh Lampson
Mar 5, 2024 9:38 AM



20240305_083751_photo
Josh Lampson
Mar 5, 2024 9:37 AM



20240305_083738_photo
Josh Lampson
Mar 5, 2024 9:37 AM

#20 Concrete Deterioration

Status

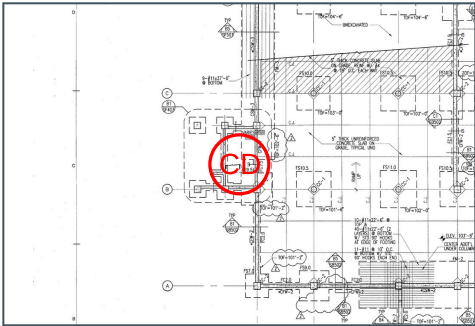
Open

Sheet

SB102

Description

Scaling underside of stairs



Photos



20240305_084141_photo
Josh Lampson
Mar 5, 2024 9:41 AM



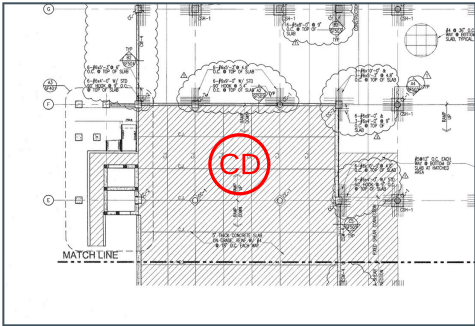
20240305_084126_photo
Josh Lampson
Mar 5, 2024 9:41 AM

#21 Concrete Deterioration

Status
Open

Sheet
SF103

Description
Slab cracking 100 lf
No crack repair recs will
cause more damage with
freeze thaw



Photos



20240305_084350_photo
Josh Lampson
Mar 5, 2024 9:43 AM



20240305_084335_photo
Josh Lampson
Mar 5, 2024 9:43 AM

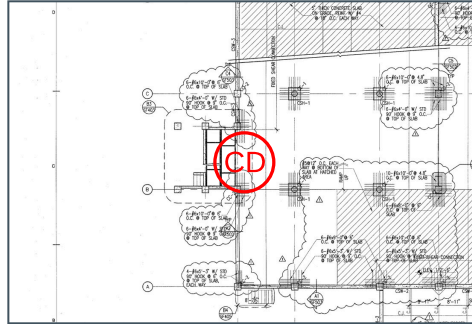
#23 Concrete Deterioration

Status
Open

Sheet
SF104

Description

General deterioration at stair core



Photos



20240305_101122_photo
Josh Lampson
Mar 5, 2024 11:11 AM



20240305_101020_photo
Josh Lampson
Mar 5, 2024 11:10 AM



20240305_101007_photo
Josh Lampson
Mar 5, 2024 11:10 AM



20240305_100959_photo
Josh Lampson
Mar 5, 2024 11:10 AM



20240305_100938_photo
Josh Lampson
Mar 5, 2024 11:09 AM



20240305_100922_photo
Josh Lampson
Mar 5, 2024 11:09 AM

China Bridge Parking Structure

325 Swede Alley, Park City, Utah



20240305_100912_photo

Josh Lampson

Mar 5, 2024 11:09 AM



20240305_100855_photo

Josh Lampson

Mar 5, 2024 11:08 AM



20240305_100844_photo

Josh Lampson

Mar 5, 2024 11:08 AM



20240305_100835_photo

Josh Lampson

Mar 5, 2024 11:08 AM



20240305_100828_photo

Josh Lampson

Mar 5, 2024 11:08 AM



20240305_100815_photo

Josh Lampson

Mar 5, 2024 11:08 AM



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Josh Lampson
Mar 5, 2024 11:08 AM



20240305_100757_photo
Josh Lampson
Mar 5, 2024 11:07 AM



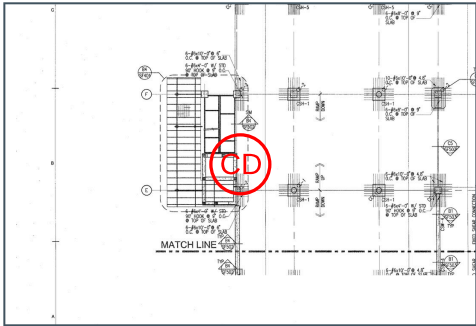
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Josh Lampson
Mar 5, 2024 11:07 AM

#26 Concrete Deterioration

Status
Open

Sheet
SF107

Description
General deterioration at stair
core



Photos



20240305_101500_photo
Josh Lampson
Mar 5, 2024 11:15 AM



20240305_101452_photo
Josh Lampson
Mar 5, 2024 11:14 AM



20240305_101444_photo
Josh Lampson
Mar 5, 2024 11:14 AM



20240305_101420_photo
Josh Lampson
Mar 5, 2024 11:14 AM



20240305_101407_photo
Josh Lampson
Mar 5, 2024 11:14 AM



20240305_101359_photo
Josh Lampson
Mar 5, 2024 11:14 AM



20240305_101350_photo
Josh Lampson
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Josh Lampson
Mar 5, 2024 11:13 AM



20240305_101335_photo
Josh Lampson
Mar 5, 2024 11:13 AM

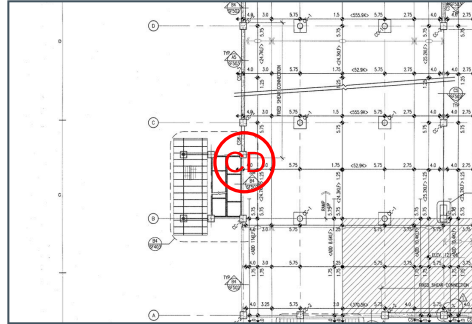
#30 Concrete Deterioration

Status
Open

Sheet
SF106

Description

General deterioration at stair core



Photos



20240305_102153_photo

Josh Lampson

Mar 5, 2024 11:21 AM



20240305_102143_photo

Josh Lampson

Mar 5, 2024 11:21 AM



20240305_102132_photo

Josh Lampson

Mar 5, 2024 11:21 AM



20240305_102124_photo

Josh Lampson

Mar 5, 2024 11:21 AM

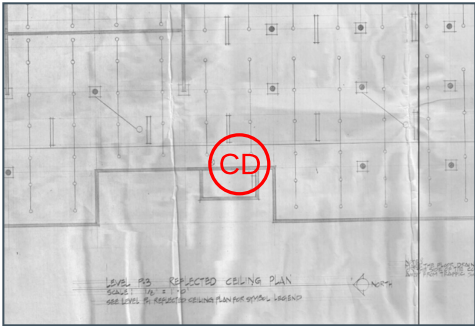
#57 Concrete Deterioration

StatusOpen

SheetLevel P-3 RCP

Description

General deterioration at stair core



Photos



20240305_105525_photo
Josh Lampson
Mar 5, 2024 11:55 AM



20240305_105511_photo
Josh Lampson
Mar 5, 2024 11:55 AM



20240305_105504_photo
Josh Lampson
Mar 5, 2024 11:55 AM



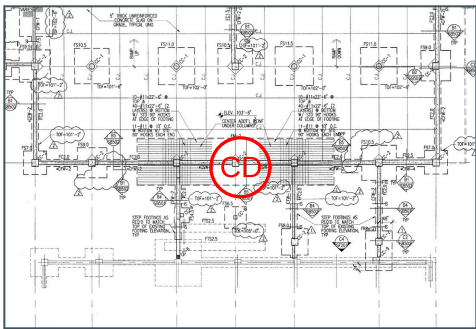
20240305_105455_photo
Josh Lampson
Mar 5, 2024 11:54 AM

#124 Concrete Deterioration

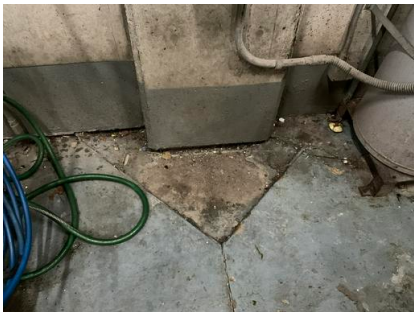
Status	Sheet
Open	SB102

Description

Replace concrete at isolation joint in trash area.



Photos



20240305_142500_photo
Josh Lampson
Mar 5, 2024 3:25 PM

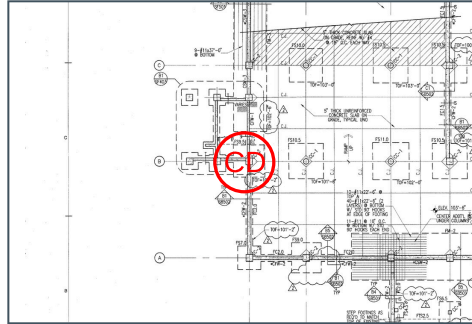
#131 Concrete Deterioration

Status
Open

Sheet
SB102

Description

Deterioration due to sheet flow of water between stair core and main structure.



Photos



20240305_143223_photo

Josh Lampson

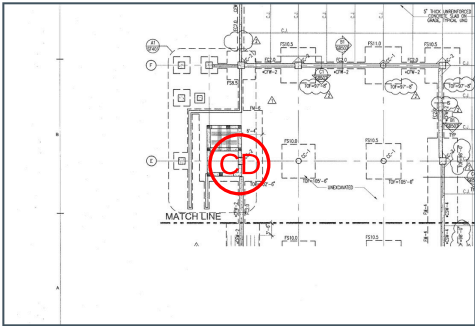
Mar 5, 2024 3:32 PM

#132 Concrete Deterioration

Status
Open

Sheet
SB101

Description
General deterioration in stair core.



Photos



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Josh Lampson
Mar 5, 2024 3:36 PM



20240305_143552_photo
Josh Lampson
Mar 5, 2024 3:35 PM



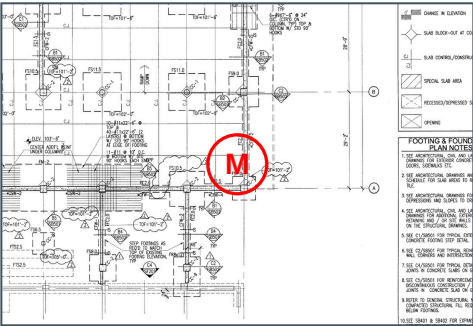
20240305_143545_photo
Josh Lampson
Mar 5, 2024 3:35 PM

#14 Mechanical

Status
Open

Sheet
SB102

Description
Damaged louver



Photos



20240305_083425_photo
Josh Lampson
Mar 5, 2024 9:34 AM

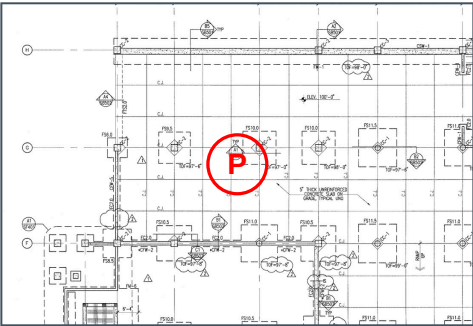


20240305_083414_photo
Josh Lampson
Mar 5, 2024 9:34 AM

#4 Ponding

Status
Open

Sheet
SB101



Photos

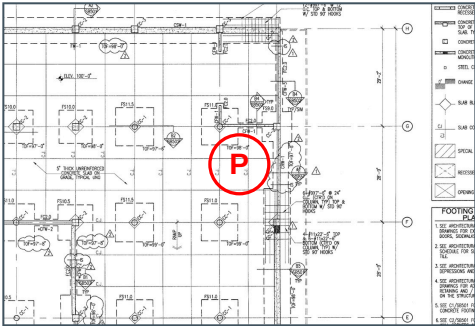


20240305_082056_photo
Josh Lampson
Mar 5, 2024 9:20 AM

#7 Ponding

Status
Open

Sheet
SB101



Photos

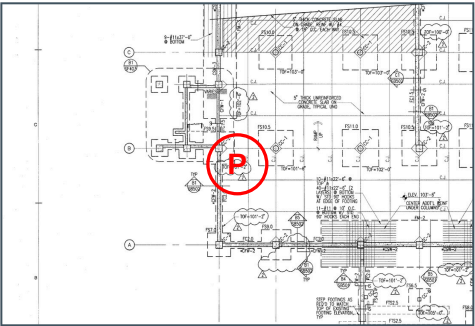


20240305_082328_photo
Josh Lampson
Mar 5, 2024 9:23 AM

#19 Ponding

Status
Open

Sheet
SB102



Photos



20240305_084015_photo
Josh Lampson
Mar 5, 2024 9:40 AM



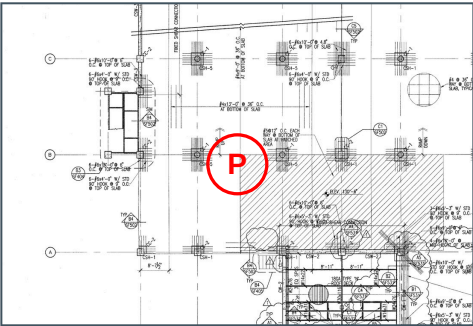
20240305_084005_photo
Josh Lampson
Mar 5, 2024 9:40 AM

#34 Plumbing

Status
Open

Sheet
SF112

Description
Blocked drain



Photos



20240305_103055_photo
Josh Lampson
Mar 5, 2024 11:30 AM



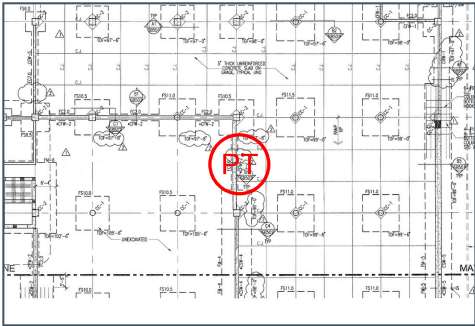
20240305_103049_photo
Josh Lampson
Mar 5, 2024 11:30 AM

#10 Paint Touch Up

StatusOpen

SheetSB101

Description
Wall paint



Photos



20240305_082842_photo
Josh Lampson
Mar 5, 2024 9:28 AM



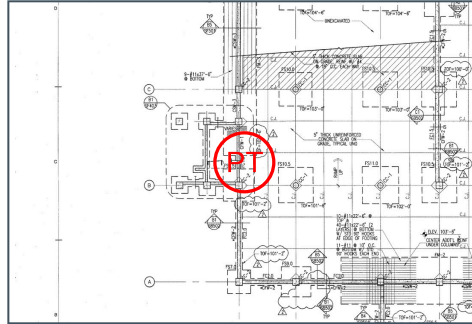
20240305_082833_photo
Josh Lampson
Mar 5, 2024 9:28 AM

#18 Paint Touch Up

Status
Open

Sheet
SB102

Description
Paint and spalling 2sf



Photos



20240305_084037_photo

Josh Lampson

Mar 5, 2024 9:40 AM



20240305_083943_photo

Josh Lampson

Mar 5, 2024 9:39 AM



20240305_083931_photo

Josh Lampson

Mar 5, 2024 9:39 AM

#41 Post Tension

Status

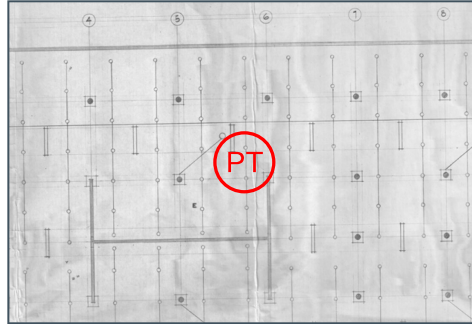
Open

Sheet

Level P-3 RCP

Description

Exposed tendon underside
of roof slab, 1sf spall



Photos



20240305_103854_photo

Josh Lampson

Mar 5, 2024 11:38 AM

#42 Slab Distress

Status

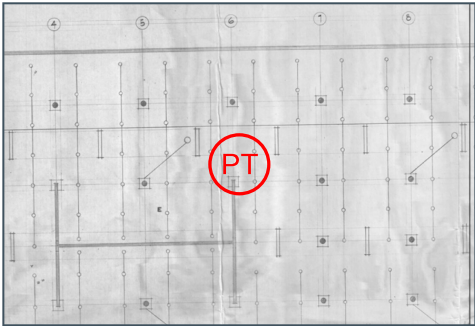
Open

Sheet

Level P-3 RCP

Description

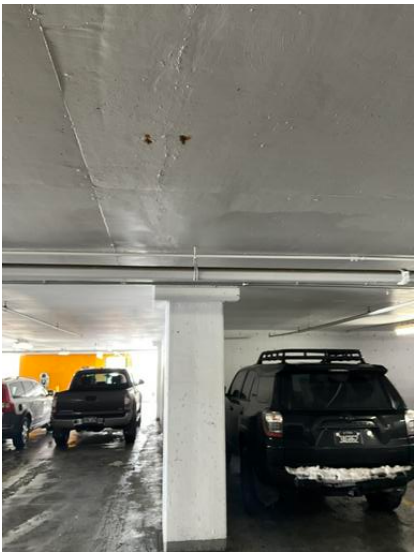
Crack and tendon, 20lf rout
and seal, 2sf spall



Photos



20240305_103955_photo
Josh Lampson
Mar 5, 2024 11:39 AM



20240305_103941_photo
Josh Lampson
Mar 5, 2024 11:39 AM



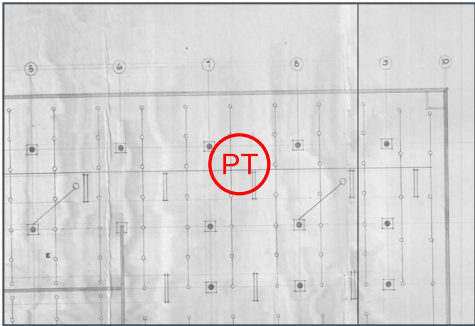
20240305_103932_photo
Josh Lampson
Mar 5, 2024 11:39 AM

#43 Post Tension

StatusOpen

SheetLevel P-3 RCP

Description
Exposed tendons, 3sf spall



Photos



20240305_104136_photo
Josh Lampson
Mar 5, 2024 11:41 AM



20240305_104130_photo
Josh Lampson
Mar 5, 2024 11:41 AM



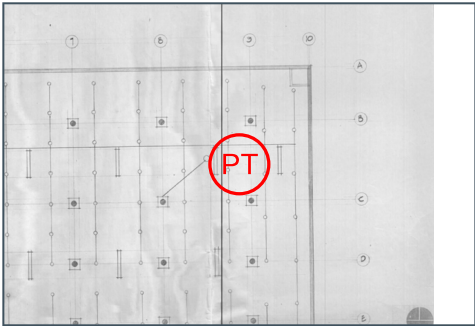
20240305_104123_photo
Josh Lampson
Mar 5, 2024 11:41 AM

#44 Post Tension

StatusOpen

SheetLevel P-3 RCP

Description
Exposed tendon, 2sf spall



Photos



20240305_104300_photo
Josh Lampson
Mar 5, 2024 11:43 AM



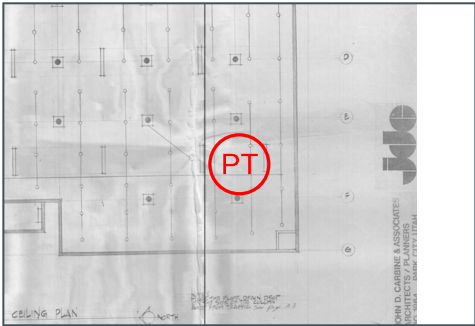
20240305_104252_photo
Josh Lampson
Mar 5, 2024 11:42 AM

#47 Post Tension

StatusOpen

SheetLevel P-3 RCP

Description
Broken tendon, 4sf spall



Photos



20240305_104912_photo
Josh Lampson
Mar 5, 2024 11:49 AM



20240305_104902_photo
Josh Lampson
Mar 5, 2024 11:49 AM



20240305_104854_photo
Josh Lampson
Mar 5, 2024 11:48 AM

#51 Post Tension

StatusOpen

SheetLevel P-3 RCP

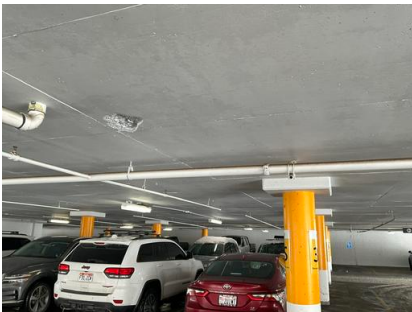
Description
Exposed tendon, 2sf spall



Photos



20240305_105209_photo
Josh Lampson
Mar 5, 2024 11:52 AM



20240305_105200_photo
Josh Lampson
Mar 5, 2024 11:52 AM



20240305_105153_photo
Josh Lampson
Mar 5, 2024 11:51 AM

#52 Post Tension

StatusOpen

SheetLevel P-3 RCP

Description
Exposed tendon, 4sf spall



Photos

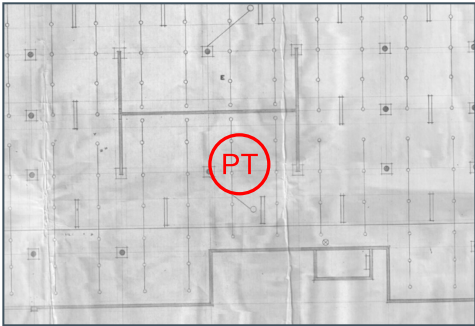
		
20240305_105254_photo	20240305_105230_photo	20240305_105224_photo
Josh Lampson	Josh Lampson	Josh Lampson
Mar 5, 2024 11:52 AM	Mar 5, 2024 11:52 AM	Mar 5, 2024 11:52 AM

#60 Post Tension

Status
Open

Sheet
Level P-3 RCP

Description
Exposed tendons 4sf spall



Photos



20240305_105753_photo
Josh Lampson
Mar 5, 2024 11:57 AM



20240305_105744_photo
Josh Lampson
Mar 5, 2024 11:57 AM



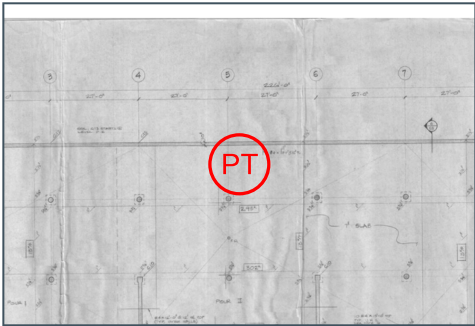
20240305_105736_photo
Josh Lampson
Mar 5, 2024 11:57 AM

#75 Spall

Status
Open

Sheet
Level P-2 Plan

Description
Exposed tendon, 2sf spall



Photos



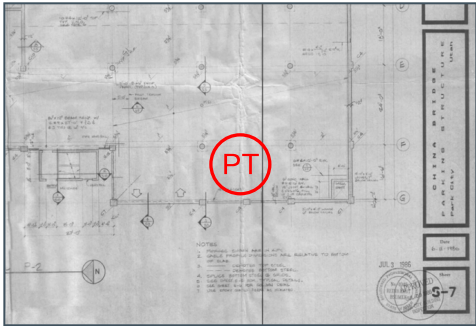
20240305_133130_photo
Josh Lampson
Mar 5, 2024 2:31 PM

#80 Post Tension

Status
Open

Sheet
Level P-2 Plan

Description
Exposed tendon, 4sf spall



Photos



20240305_133647_photo
Josh Lampson
Mar 5, 2024 2:36 PM



20240305_133636_photo
Josh Lampson
Mar 5, 2024 2:36 PM



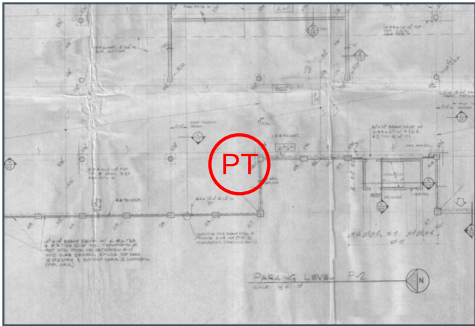
20240305_133629_photo
Josh Lampson
Mar 5, 2024 2:36 PM

#84 Spall

Status
Open

Sheet
Level P-2 Plan

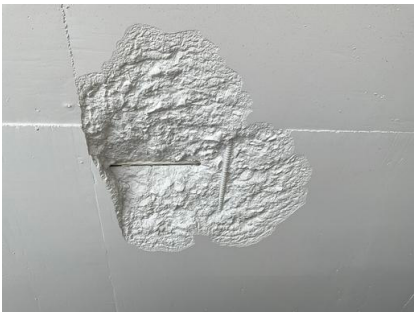
Description
Exposed tendon and rebar
4sf



Photos



20240305_134626_photo
Josh Lampson
Mar 5, 2024 2:46 PM



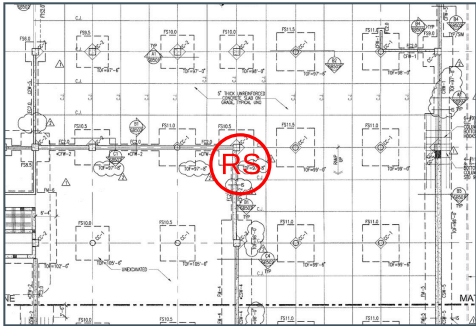
20240305_134612_photo
Josh Lampson
Mar 5, 2024 2:46 PM

#8 Rout and Seal

Status	Sheet
Open	SB101

Description

Crack at pipe pen in slab 15lf



Photos



20240305_082625_photo
Josh Lampson
Mar 5, 2024 9:26 AM



20240305_082605_photo
Josh Lampson
Mar 5, 2024 9:26 AM



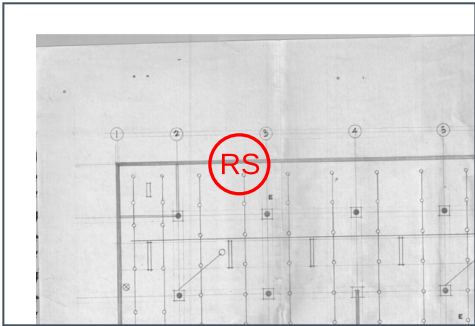
20240305_082556_photo
Josh Lampson
Mar 5, 2024 9:25 AM

#36 Wall Repair

StatusOpen

SheetLevel P-3 RCP

Description
Shear cracks 50 lf



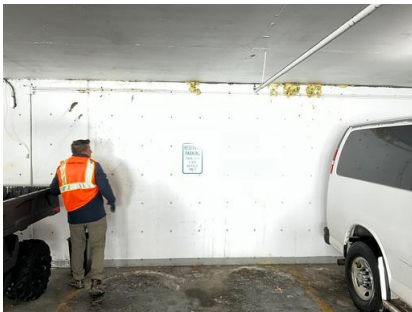
Photos



20240305_103429_photo
Josh Lampson
Mar 5, 2024 11:34 AM



20240305_103424_photo
Josh Lampson
Mar 5, 2024 11:34 AM



20240305_103416_photo
Josh Lampson
Mar 5, 2024 11:34 AM

#37 Wall Repair

Status

Open

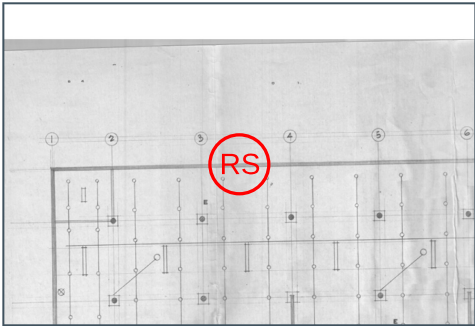
Sheet

Level P-3 RCP

Description

Shear cracks

30 lf



Photos



20240305_103525_photo
Josh Lampson
Mar 5, 2024 11:35 AM



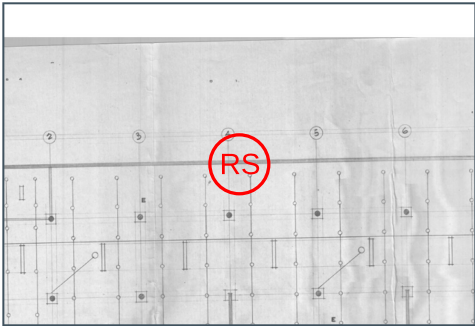
20240305_103512_photo
Josh Lampson
Mar 5, 2024 11:35 AM

#38 Wall Repair

Status
Open

Sheet
Level P-3 RCP

Description
10 lf



Photos



20240305_103612_photo
Josh Lampson
Mar 5, 2024 11:36 AM

#39 Slab Distress

Status

Open

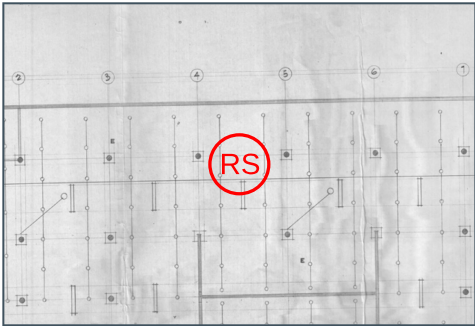
Sheet

Level P-3 RCP

Description

Underside of roof

20 lf



Photos



20240305_103716_photo
Josh Lampson
Mar 5, 2024 11:37 AM



20240305_103705_photo
Josh Lampson
Mar 5, 2024 11:37 AM

#72 Wall Repair

StatusOpen

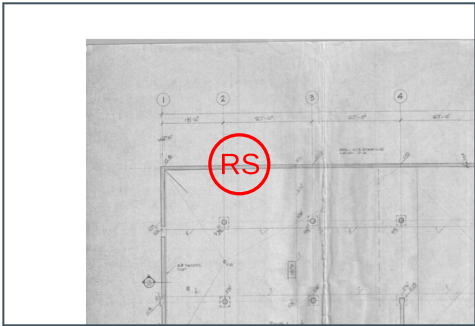
SheetLevel P-2 Plan

Description

Wall cracking through 4 cols south of this location

Wall appears plumb

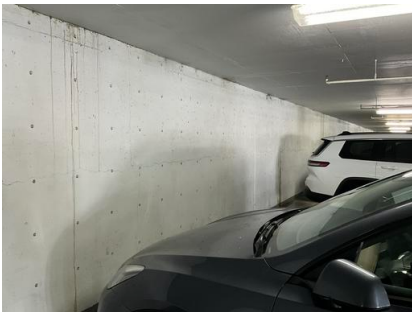
100lf



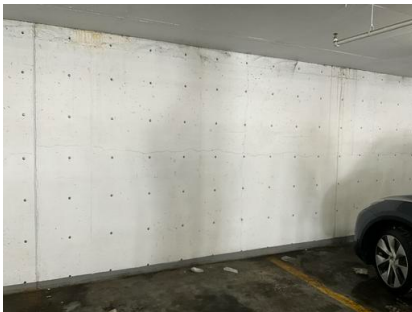
Photos



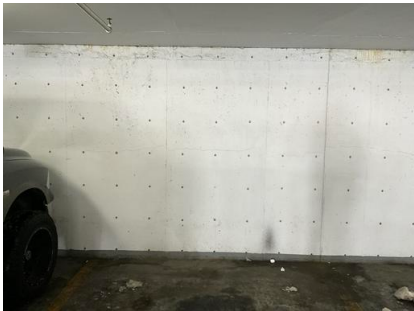
20240305_132619_photo
Josh Lampson
Mar 5, 2024 2:26 PM



20240305_132427_photo
Josh Lampson
Mar 5, 2024 2:25 PM



20240305_132414_photo
Josh Lampson
Mar 5, 2024 2:24 PM



20240305_132406_photo
Josh Lampson
Mar 5, 2024 2:24 PM



20240305_132312_photo
Josh Lampson
Mar 5, 2024 2:23 PM



20240305_132259_photo
Josh Lampson
Mar 5, 2024 2:23 PM



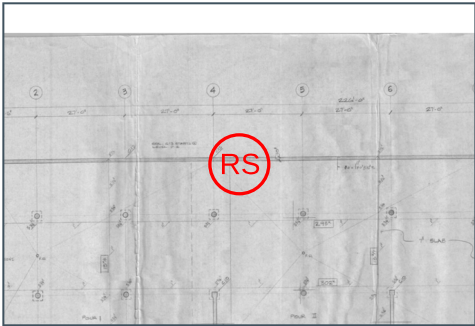
20240305_132253_photo
Josh Lampson
Mar 5, 2024 2:22 PM

#73 Wall Repair

Status
Open

Sheet
Level P-2 Plan

Description
Vert crack at 10' oc and one
cont horiz crack whole length
of wall (250lf?)



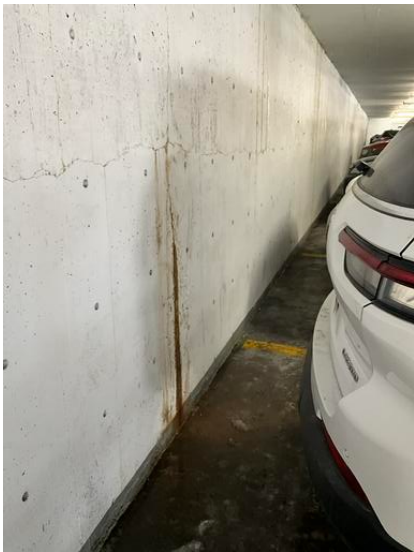
Photos



20240305_132812_photo
Josh Lampson
Mar 5, 2024 2:28 PM



20240305_132725_photo
Josh Lampson
Mar 5, 2024 2:27 PM



20240305_132710_photo
Josh Lampson
Mar 5, 2024 2:27 PM



20240305_132657_photo
Josh Lampson
Mar 5, 2024 2:26 PM

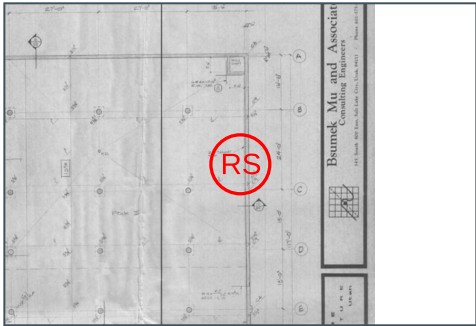
#76 Wall Repair

StatusOpen

SheetLevel P-2 Plan

Description

Evidence of water intrusion,
30lf



Photos



20240305_133401_photo
Josh Lampson
Mar 5, 2024 2:34 PM



20240305_133350_photo
Josh Lampson
Mar 5, 2024 2:33 PM



20240305_133343_photo
Josh Lampson
Mar 5, 2024 2:33 PM

#78 Wall Repair

Status

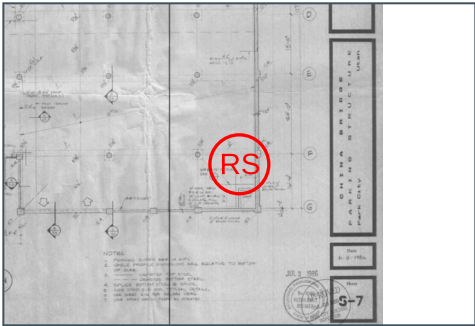
Open

Sheet

Level P-2 Plan

Description

30 lf



Photos



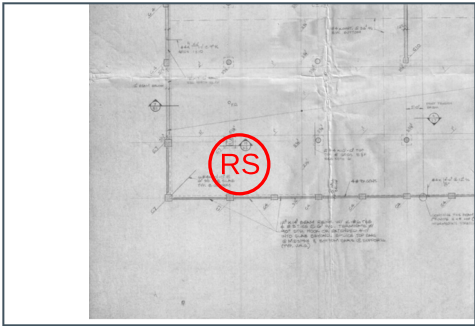
20240305_133519_photo
Josh Lampson
Mar 5, 2024 2:35 PM

#89 Spall

Status
Open

Sheet
Level P-2 Plan

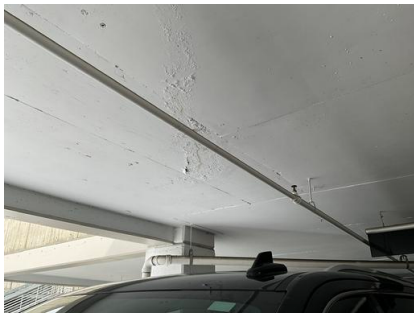
Description
Crack injection repair 20lf



Photos



20240305_134910_photo
Josh Lampson
Mar 5, 2024 2:49 PM



20240305_134857_photo
Josh Lampson
Mar 5, 2024 2:49 PM

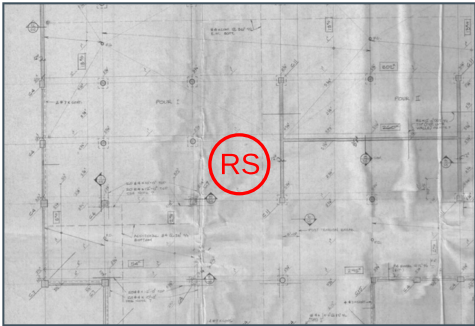
#94 Rout and Seal

StatusOpen

SheetLevel P-1 Plan

Description

Sog cracking throughout level (50lf)



Photos



20240305_135813_photo
Josh Lampson
Mar 5, 2024 2:58 PM



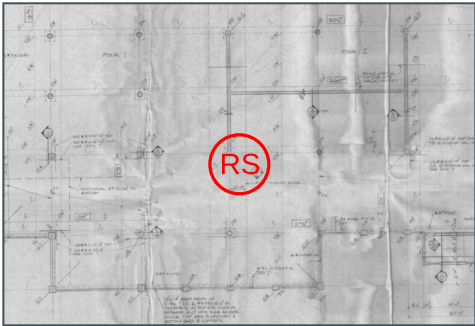
20240305_135759_photo
Josh Lampson
Mar 5, 2024 2:58 PM

#96 Spall

Status
Open

Sheet
Level P-1 Plan

Description
20 If crack injection



Photos



20240305_140051_photo
Josh Lampson
Mar 5, 2024 3:00 PM



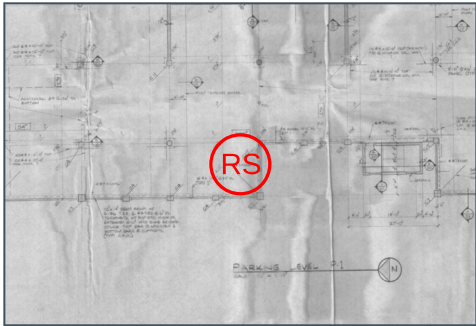
20240305_140042_photo
Josh Lampson
Mar 5, 2024 3:00 PM

#100 Rout and Seal

StatusOpen

SheetLevel P-1 Plan

Description
Crack injection 20lf



Photos



20240305_140407_photo
Josh Lampson
Mar 5, 2024 3:04 PM

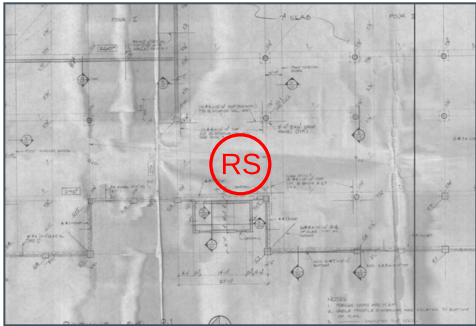


20240305_140356_photo
Josh Lampson
Mar 5, 2024 3:03 PM

#106 Rout and Seal

Status	Sheet
Open	Level P-1 Plan

Description
20 lf epoxy injection



Photos



20240305_140749_photo
Josh Lampson
Mar 5, 2024 3:07 PM



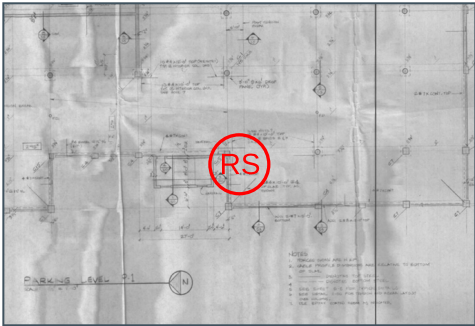
20240305_140742_photo
Josh Lampson
Mar 5, 2024 3:07 PM

#108 Wall Repair

StatusOpen

SheetLevel P-1 Plan

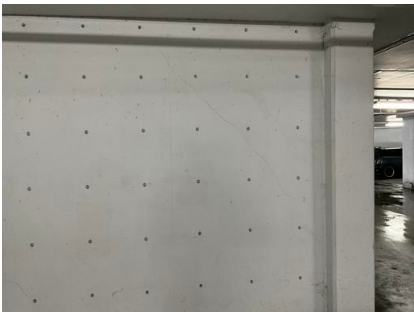
Description
25 lf



Photos



20240305_140906_photo
Josh Lampson
Mar 5, 2024 3:09 PM



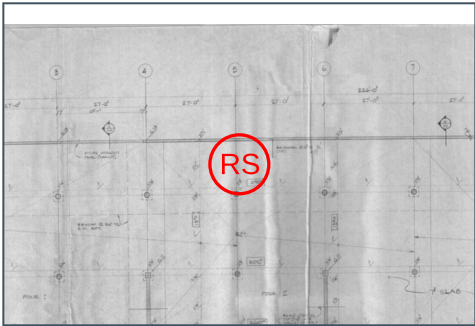
20240305_140859_photo
Josh Lampson
Mar 5, 2024 3:09 PM

#113 Spall

Status
Open

Sheet
Level P-1 Plan

Description
15 lf crack injection



Photos



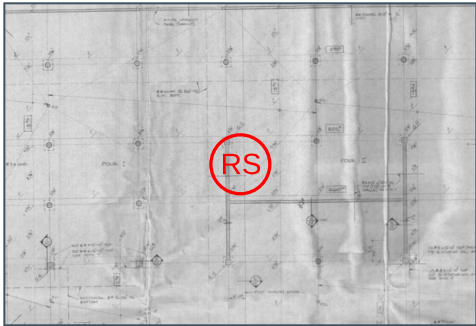
20240305_141356_photo
Josh Lampson
Mar 5, 2024 3:13 PM

#116 Wall Repair

StatusOpen

SheetLevel P-1 Plan

Description
15lf



Photos



20240305_141551_photo
Josh Lampson
Mar 5, 2024 3:15 PM

#121 Rout and Seal

Status

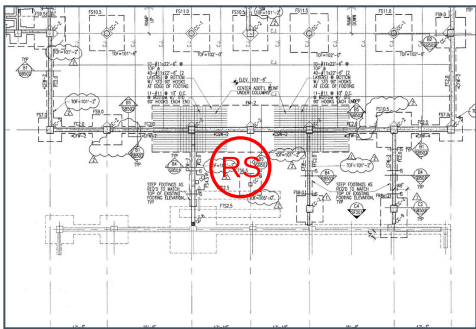
Open

Sheet

SB102

Description

Cracking 40 lf



Photos



20240305_141932_photo
Josh Lampson
Mar 5, 2024 3:19 PM



20240305_141919_photo
Josh Lampson
Mar 5, 2024 3:19 PM



20240305_141911_photo
Josh Lampson
Mar 5, 2024 3:19 PM

#125 Rout and Seal

Status

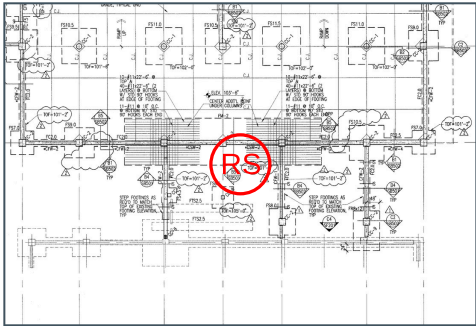
Open

Sheet

SB102

Description

15 lf slab cracking



Photos



20240305_142552_photo
Josh Lampson
Mar 5, 2024 3:25 PM

#143 Slab Distress

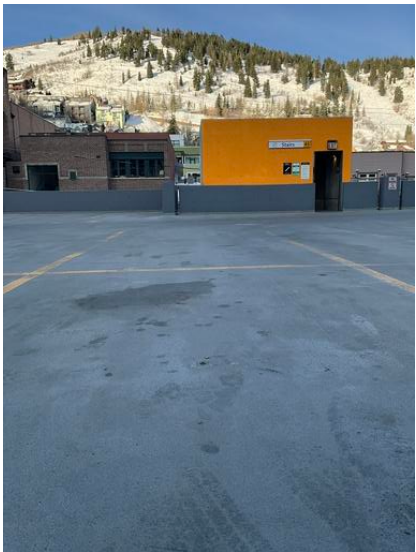
Status
Open

Sheet
Roof Plan

Description
Bulge in traffic coating
appears to be in line with
observed tendon distress
below



Photos



20240322_080918_photo
Josh Lampson
Mar 22, 2024 8:09 AM



20240322_080909_photo
Josh Lampson
Mar 22, 2024 8:09 AM

#156 Slab Distress

Status

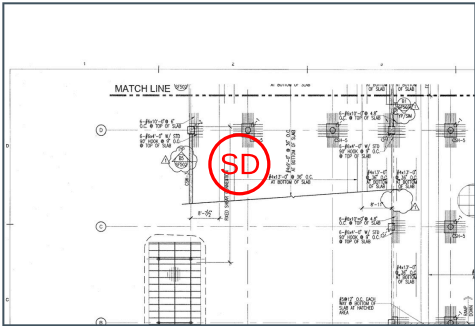
Open

Sheet

SF116

Description

Traffic coating



Photos



20240322_082348_photo
Josh Lampson
Mar 22, 2024 8:23 AM



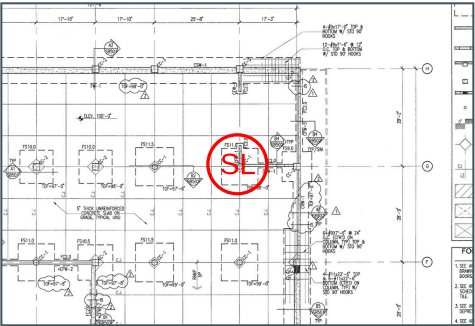
20240322_082342_photo
Josh Lampson
Mar 22, 2024 8:23 AM

#6 Sealant

Status
Open

Sheet
SB101

Description
Sealant distress 15lf



Photos



20240305_082303_photo
Josh Lampson
Mar 5, 2024 9:23 AM



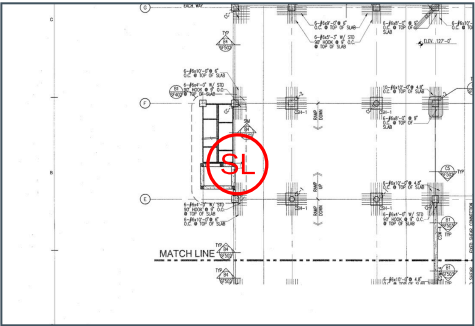
20240305_082254_photo
Josh Lampson
Mar 5, 2024 9:22 AM

#31 Sealant

Status
Open

Sheet
SF111

Description
Typ all levels at stair core
30lf per level



Photos



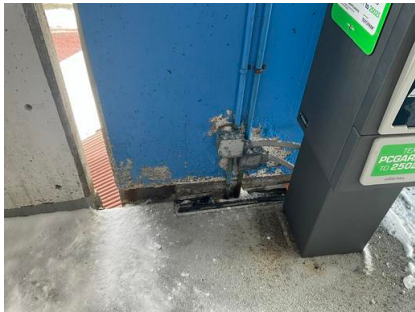
20240305_102401_photo
Josh Lampson
Mar 5, 2024 11:24 AM



20240305_102327_photo
Josh Lampson
Mar 5, 2024 11:23 AM



20240305_102320_photo
Josh Lampson
Mar 5, 2024 11:23 AM



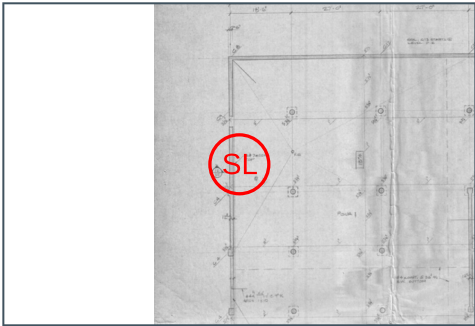
20240305_102313_photo
Josh Lampson
Mar 5, 2024 11:23 AM

#70 Sealant

Status
Open

Sheet
Level P-2 Plan

Description
Need joint between
structures 15lf



Photos



20240305_132048_photo
Josh Lampson
Mar 5, 2024 2:21 PM



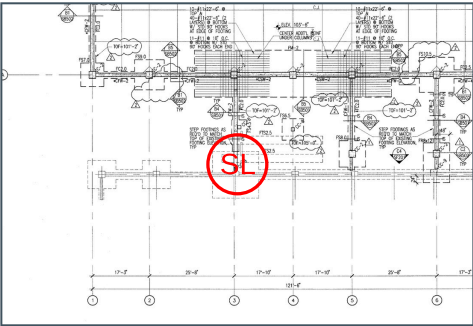
20240305_132042_photo
Josh Lampson
Mar 5, 2024 2:20 PM

#91 Wall Repair

Status
Open

Sheet
SB102

Description
Sealant 30lf



Photos



20240305_135426_photo
Josh Lampson
Mar 5, 2024 2:54 PM



20240305_135419_photo
Josh Lampson
Mar 5, 2024 2:54 PM

#122 Wall Repair

Status

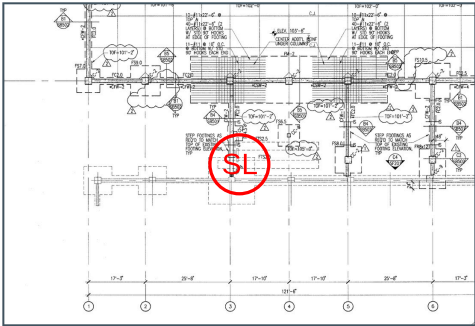
Open

Sheet

SB102

Description

Replace joint 15lf



Photos



20240305_142101_photo
Josh Lampson
Mar 5, 2024 3:21 PM



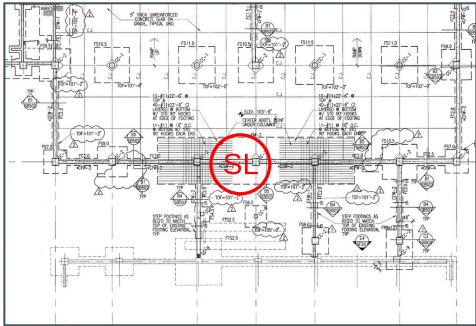
20240305_142054_photo
Josh Lampson
Mar 5, 2024 3:20 PM

#123 Sealant

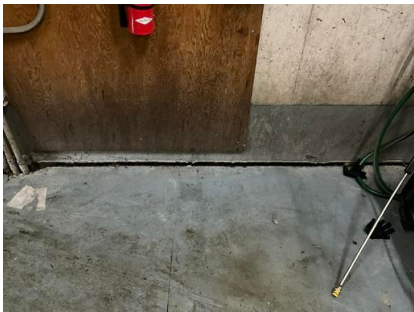
Status	Sheet
Open	SB102

Description

Sog deflection in trash area.
Replace sealant 25 lf



Photos



20240305_142341_photo
Josh Lampson
Mar 5, 2024 3:23 PM



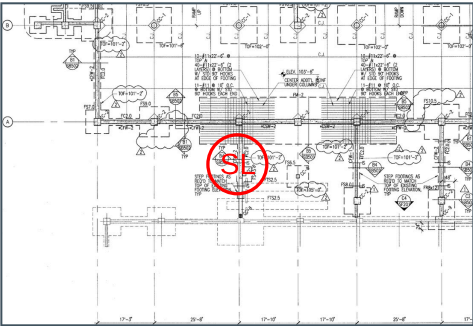
20240305_142333_photo
Josh Lampson
Mar 5, 2024 3:23 PM

#127 Sealant

Status
Open

Sheet
SB102

Description
Sealant repair needed at
interface between trash area
and SOG



Photos



20240305_142755_photo
Josh Lampson
Mar 5, 2024 3:27 PM

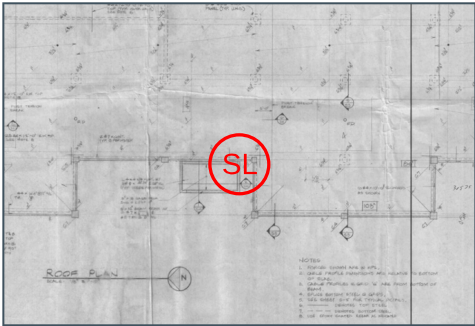


20240305_142747_photo
Josh Lampson
Mar 5, 2024 3:27 PM

#144 Sealant

Status
Open

Sheet
Roof Plan



Photos



20240322_081053_photo
Josh Lampson
Mar 22, 2024 8:10 AM

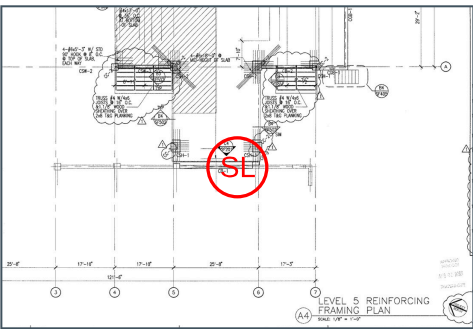


20240322_081040_photo
Josh Lampson
Mar 22, 2024 8:10 AM

#148 Sealant

Status
Open

Sheet
SF116



Photos



20240322_081603_photo
Josh Lampson
Mar 22, 2024 8:16 AM

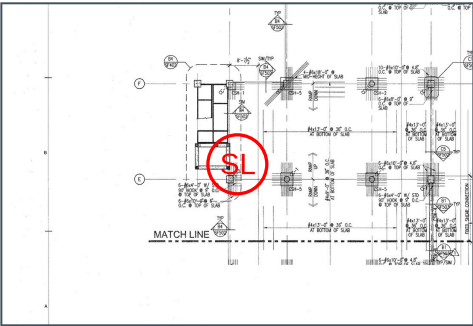


20240322_081554_photo
Josh Lampson
Mar 22, 2024 8:15 AM

#154 Sealant

Status
Open

Sheet
SF115



Photos



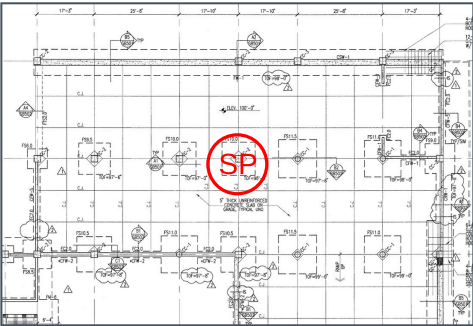
20240322_082217_photo
Josh Lampson
Mar 22, 2024 8:22 AM

#5 Spall

Status
Open

Sheet
SB101

Description
Column spall at base 3sf



Photos



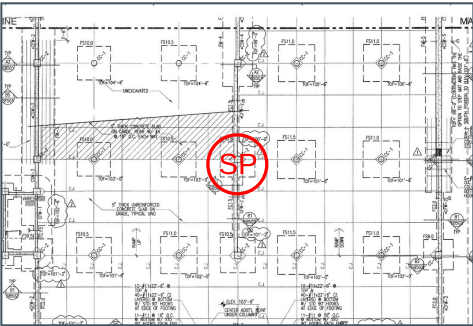
20240305_082141_photo
Josh Lampson
Mar 5, 2024 9:21 AM

#11 Spall

Status
Open

Sheet
SB102

Description
15sf



Photos



20240305_083041_photo
Josh Lampson
Mar 5, 2024 9:30 AM



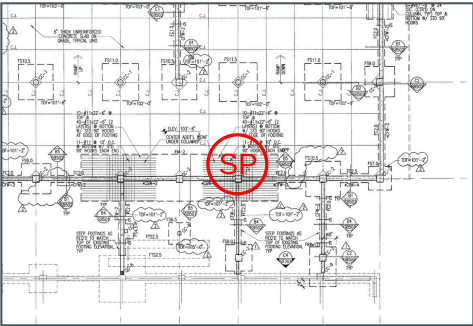
20240305_083025_photo
Josh Lampson
Mar 5, 2024 9:30 AM

#12 Spall

Status
Open

Sheet
SB102

Description
Top of wall at col 4sf



Photos



20240305_083206_photo
Josh Lampson
Mar 5, 2024 9:32 AM



20240305_083147_photo
Josh Lampson
Mar 5, 2024 9:31 AM

#13 Spall

Status

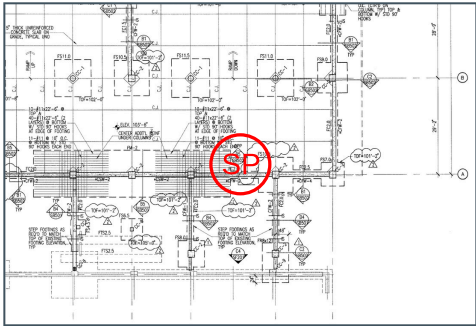
Open

Sheet

SB102

Description

Top of wall 2sf



Photos



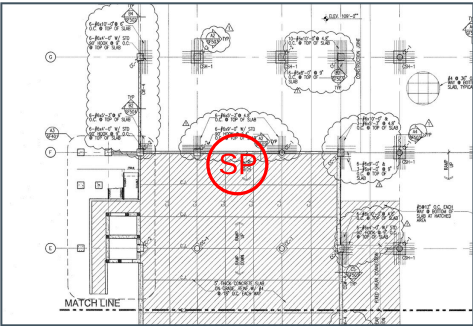
20240305_083245_photo
Josh Lampson
Mar 5, 2024 9:32 AM

#22 Spall

Status
Open

Sheet
SF103

Description
Sog spall repairs 10 sf



Photos



20240305_100319_photo
Josh Lampson
Mar 5, 2024 11:03 AM



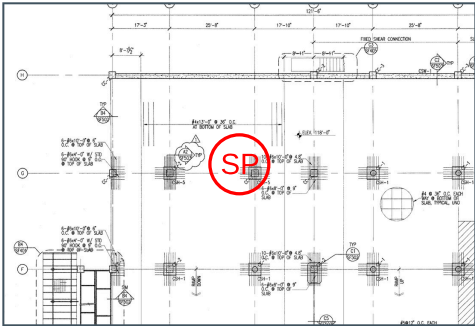
20240305_100311_photo
Josh Lampson
Mar 5, 2024 11:03 AM

#27 Spall

Status
Open

Sheet
SF107

Description
3sf



Photos



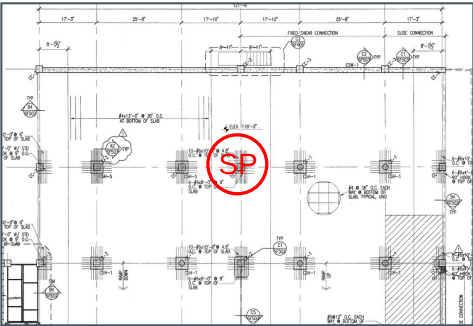
20240305_101642_photo
Josh Lampson
Mar 5, 2024 11:16 AM

#28 Spall

Status
Open

Sheet
SF107

Description
Top and bottom 5sf total



Photos



20240305_101723_photo
Josh Lampson
Mar 5, 2024 11:17 AM



20240305_101716_photo
Josh Lampson
Mar 5, 2024 11:17 AM



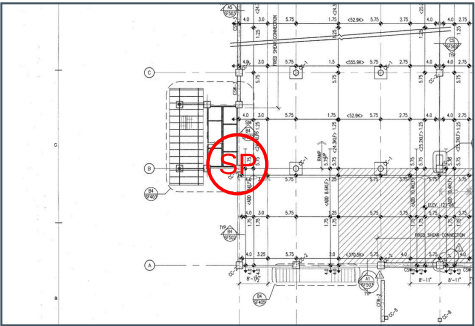
20240305_101711_photo
Josh Lampson
Mar 5, 2024 11:17 AM

#29 Spall

Status
Open

Sheet
SF106

Description
2sf



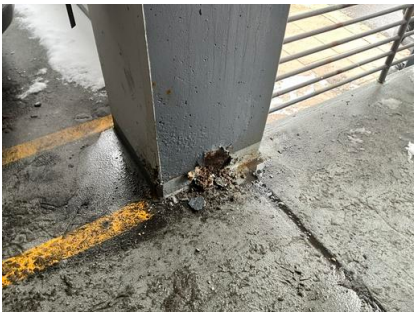
Photos



20240305_102100_photo

Josh Lampson

Mar 5, 2024 11:21 AM



20240305_102055_photo

Josh Lampson

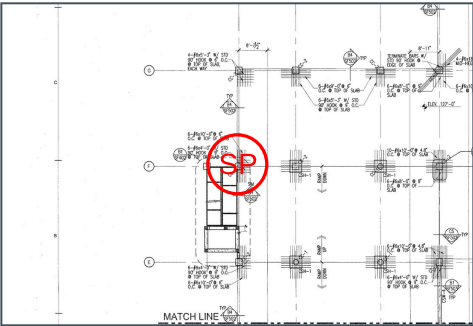
Mar 5, 2024 11:20 AM

#32 Spall

Status
Open

Sheet
SF111

Description
4sf



Photos



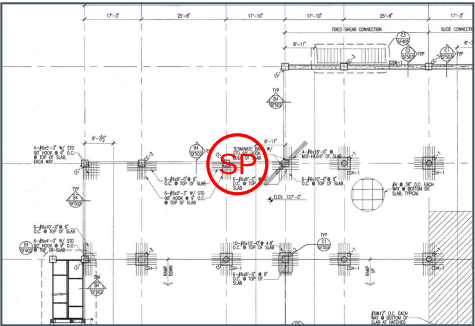
20240305_102431_photo
Josh Lampson
Mar 5, 2024 11:24 AM

#33 Spall

Status
Open

Sheet
SF111

Description
1sf



Photos



20240305_102527_photo
Josh Lampson
Mar 5, 2024 11:25 AM

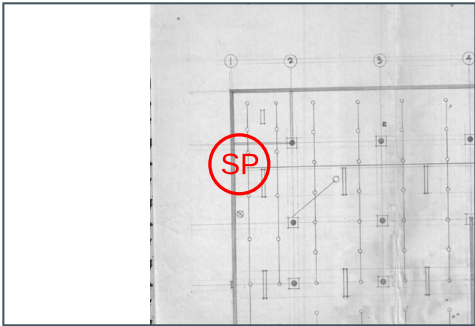
#35 Spall

Status
Open

Sheet
Level P-3 RCP

Description
Exp jt active water intrusion

Spall 15 sf



Photos



20240305_103302_photo
Josh Lampson
Mar 5, 2024 11:33 AM



20240305_103237_photo
Josh Lampson
Mar 5, 2024 11:32 AM



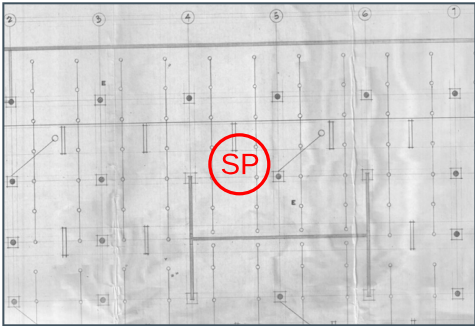
20240305_103206_photo
Josh Lampson
Mar 5, 2024 11:32 AM

#40 Spall

Status
Open

Sheet
Level P-3 RCP

Description
2 sf



Photos



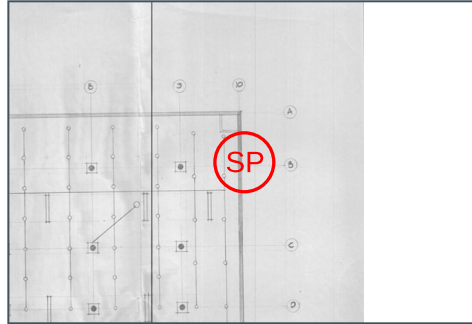
20240305_103756_photo
Josh Lampson
Mar 5, 2024 11:37 AM

#45 Wall Repair

Status
Open

Sheet
Level P-3 RCP

Description
4sf



Photos



20240305_104556_photo

Josh Lampson

Mar 5, 2024 11:45 AM



20240305_104442_photo

Josh Lampson

Mar 5, 2024 11:44 AM



20240305_104424_photo

Josh Lampson

Mar 5, 2024 11:44 AM



20240305_104411_photo

Josh Lampson

Mar 5, 2024 11:44 AM



20240305_104405_photo

Josh Lampson

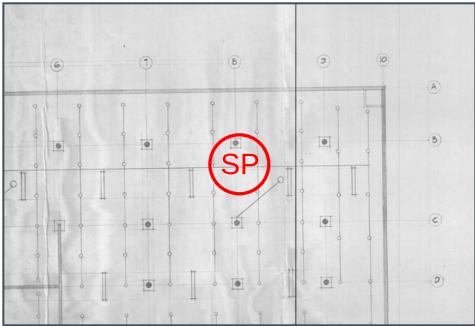
Mar 5, 2024 11:44 AM

#46 Spall

Status
Open

Sheet
Level P-3 RCP

Description
2sf



Photos



20240305_104652_photo
Josh Lampson
Mar 5, 2024 11:46 AM

#48 Spall

Status

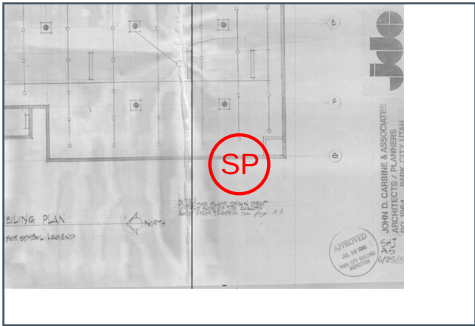
Open

Sheet

Level P-3 RCP

Description

2sf



Photos



20240305_105026_photo
Josh Lampson
Mar 5, 2024 11:50 AM



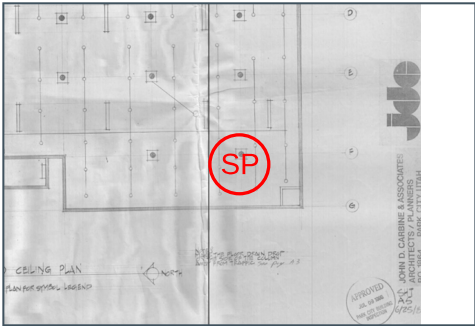
20240305_105018_photo
Josh Lampson
Mar 5, 2024 11:50 AM

#49 Spall

Status
Open

Sheet
Level P-3 RCP

Description
1sf



Photos



20240305_105045_photo
Josh Lampson
Mar 5, 2024 11:50 AM

#50 Spall

Status
Open

Sheet
Level P-3 RCP

Description
Prev patch repair 1sf



Photos



20240305_105132_photo
Josh Lampson
Mar 5, 2024 11:51 AM

#54 Spall

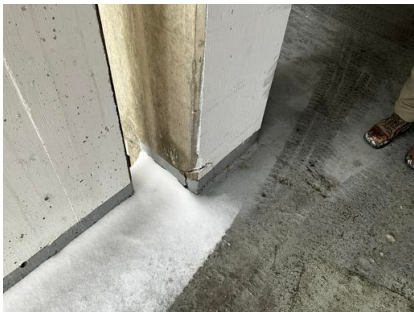
Status
Open

Sheet
Level P-3 RCP

Description
2sf



Photos



20240305_105337_photo
Josh Lampson
Mar 5, 2024 11:53 AM

#55 Spall

Status
Open

Sheet
Level P-3 RCP

Description
3sf



Photos



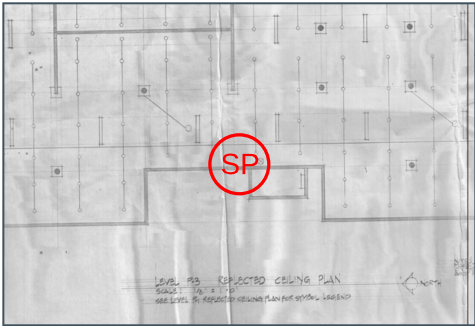
20240305_105357_photo
Josh Lampson
Mar 5, 2024 11:53 AM

#59 Spall

Status
Open

Sheet
Level P-3 RCP

Description
1sf



Photos



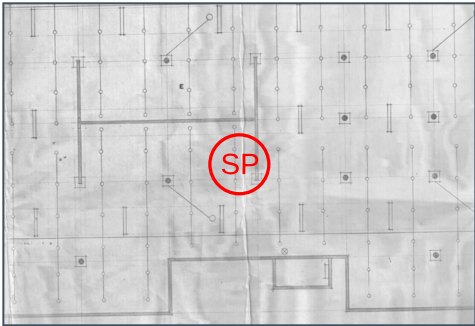
20240305_105634_photo
Josh Lampson
Mar 5, 2024 11:56 AM

#61 Spall

Status
Open

Sheet
Level P-3 RCP

Description
1sf



Photos



20240305_105814_photo

Josh Lampson

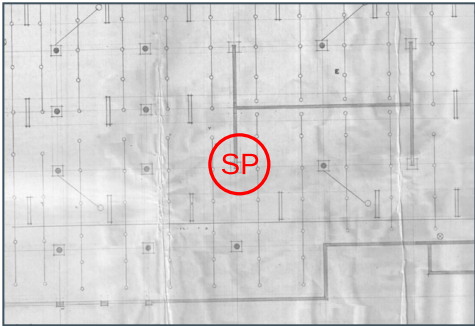
Mar 5, 2024 11:58 AM

#62 Spall

Status
Open

Sheet
Level P-3 RCP

Description
2sf



Photos



20240305_105851_photo
Josh Lampson
Mar 5, 2024 11:58 AM

#63 Spall

Status

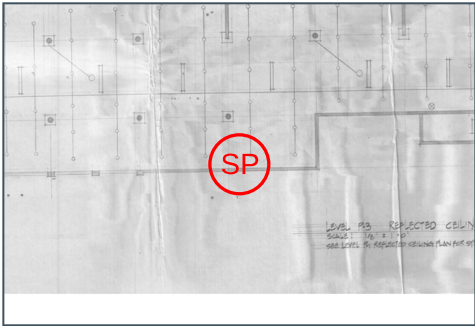
Open

Sheet

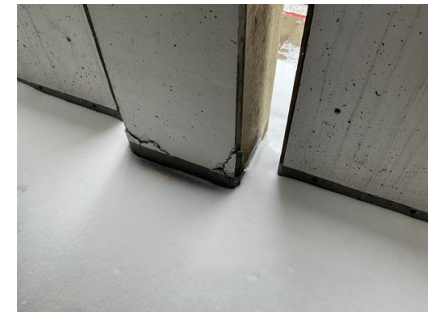
Level P-3 RCP

Description

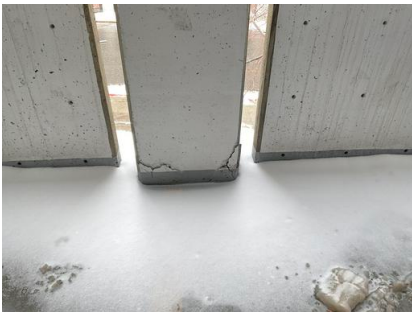
2sf



Photos



20240305_105925_photo
Josh Lampson
Mar 5, 2024 11:59 AM



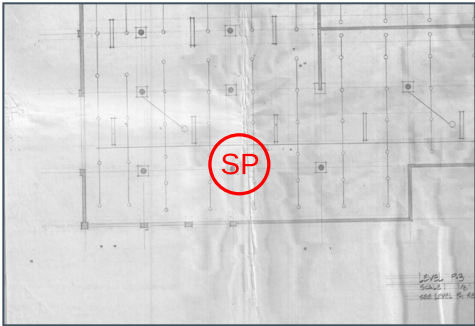
20240305_105916_photo
Josh Lampson
Mar 5, 2024 11:59 AM

#64 Spall

Status
Open

Sheet
Level P-3 RCP

Description
2sf



Photos



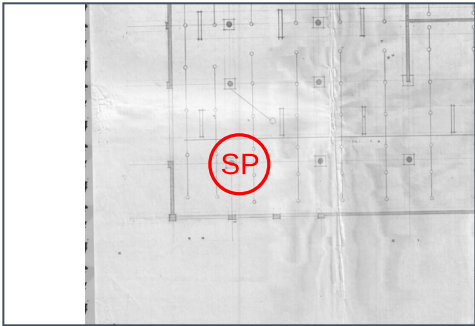
20240305_105959_photo
Josh Lampson
Mar 5, 2024 12:00 PM

#65 Spall

Status
Open

Sheet
Level P-3 RCP

Description
4sf



Photos



20240305_110051_photo
Josh Lampson
Mar 5, 2024 12:00 PM



20240305_110038_photo
Josh Lampson
Mar 5, 2024 12:00 PM



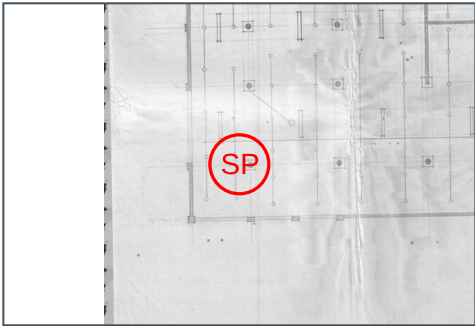
20240305_110024_photo
Josh Lampson
Mar 5, 2024 12:00 PM

#66 Spall

Status
Open

Sheet
Level P-3 RCP

Description
Underside of beam 2sf



Photos



20240305_110127_photo
Josh Lampson
Mar 5, 2024 12:01 PM



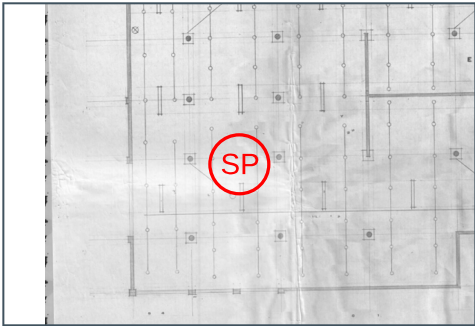
20240305_110119_photo
Josh Lampson
Mar 5, 2024 12:01 PM

#67 Spall

Status
Open

Sheet
Level P-3 RCP

Description
15sf



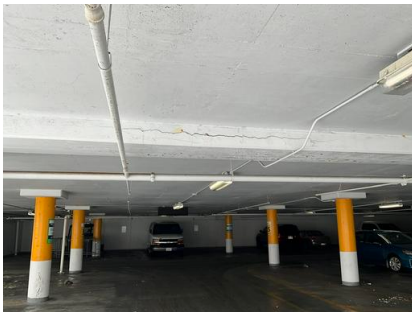
Photos



20240305_110211_photo
Josh Lampson
Mar 5, 2024 12:02 PM



20240305_110157_photo
Josh Lampson
Mar 5, 2024 12:01 PM



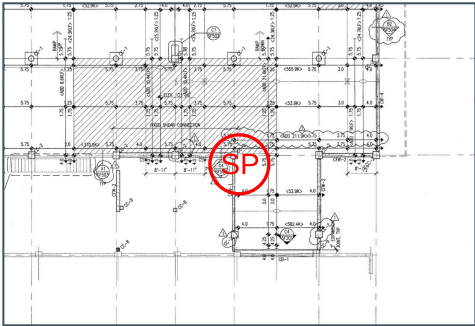
20240305_110146_photo
Josh Lampson
Mar 5, 2024 12:01 PM

#68 Spall

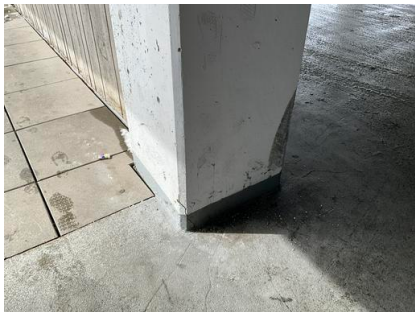
Status
Open

Sheet
SF106

Description
2sf



Photos



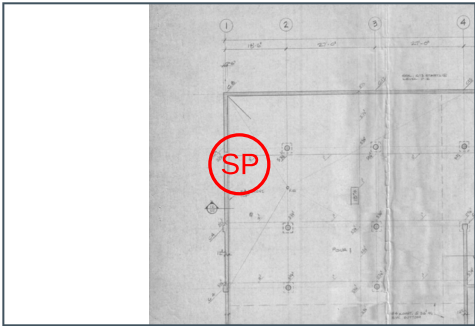
20240305_130939_photo
Josh Lampson
Mar 5, 2024 2:09 PM

#69 Spall

StatusOpen

SheetLevel P-2 Plan

Description
Spall repair 2sf



Photos



20240305_131944_photo
Josh Lampson
Mar 5, 2024 2:19 PM



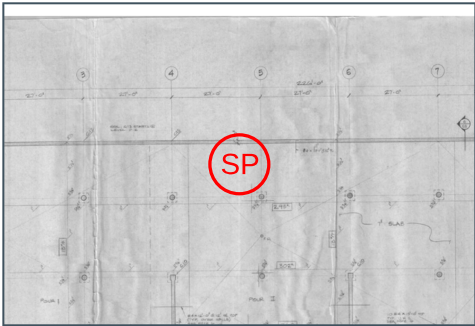
20240305_131937_photo
Josh Lampson
Mar 5, 2024 2:19 PM

#74 Spall

Status
Open

Sheet
Level P-2 Plan

Description
Spall 2sf, with crack
propagating 20lf



Photos



20240305_133000_photo
Josh Lampson
Mar 5, 2024 2:30 PM



20240305_132951_photo
Josh Lampson
Mar 5, 2024 2:29 PM



20240305_132943_photo
Josh Lampson
Mar 5, 2024 2:29 PM



20240305_132931_photo
Josh Lampson
Mar 5, 2024 2:29 PM



20240305_132924_photo
Josh Lampson
Mar 5, 2024 2:29 PM

#77 Spall

Status
Open

Sheet
Level P-2 Plan

Description
2sf



Photos



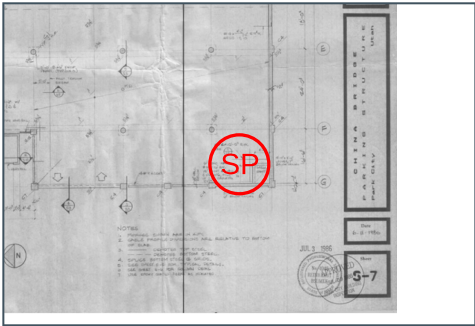
20240305_133432_photo
Josh Lampson
Mar 5, 2024 2:34 PM

#79 Spall

Status
Open

Sheet
Level P-2 Plan

Description
6sf



Photos



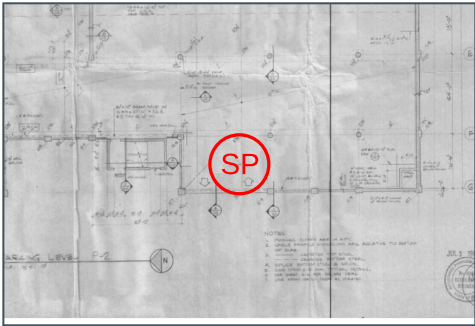
20240305_133537_photo
Josh Lampson
Mar 5, 2024 2:35 PM

#81 Spall

StatusOpen

SheetLevel P-2 Plan

Description
2sf



Photos



20240305_133839_photo
Josh Lampson
Mar 5, 2024 2:38 PM



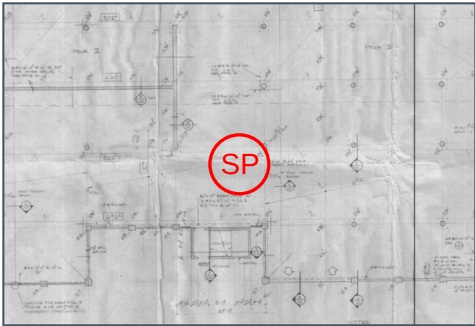
20240305_133829_photo
Josh Lampson
Mar 5, 2024 2:38 PM

#82 Spall

Status
Open

Sheet
Level P-2 Plan

Description
3sf



Photos



20240305_133940_photo
Josh Lampson
Mar 5, 2024 2:39 PM

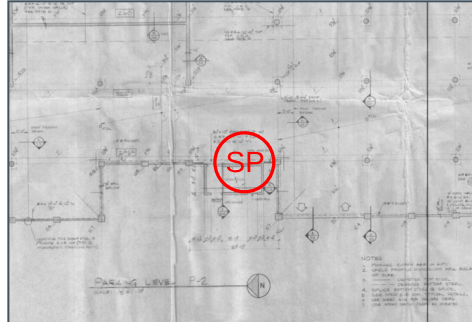
#83 Spall

Status
Open

Sheet
Level P-2 Plan

Description

General condition of stair core (spall 10sf total)



Photos



20240305_134255_photo

Josh Lampson

Mar 5, 2024 2:42 PM



20240305_134232_photo

Josh Lampson

Mar 5, 2024 2:42 PM



20240305_134211_photo

Josh Lampson

Mar 5, 2024 2:42 PM



20240305_134204_photo

Josh Lampson

Mar 5, 2024 2:42 PM



20240305_134150_photo

Josh Lampson

Mar 5, 2024 2:41 PM



20240305_134142_photo

Josh Lampson

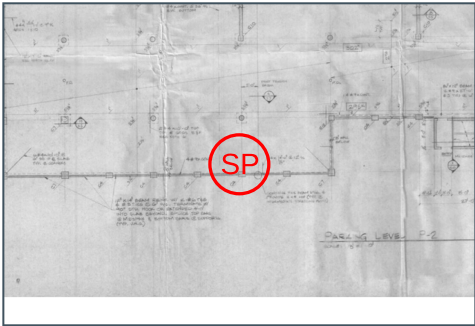
Mar 5, 2024 2:41 PM

#85 Spall

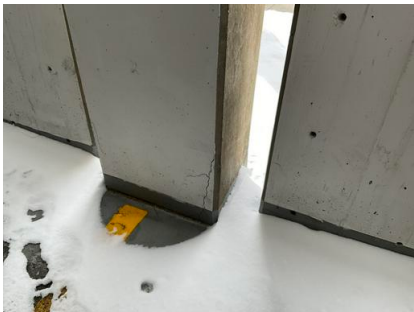
Status
Open

Sheet
Level P-2 Plan

Description
2sf



Photos



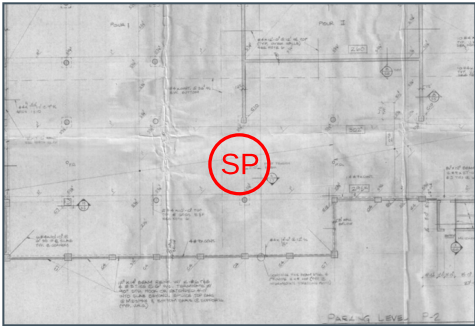
20240305_134648_photo
Josh Lampson
Mar 5, 2024 2:46 PM

#86 Spall

Status
Open

Sheet
Level P-2 Plan

Description
2sf



Photos



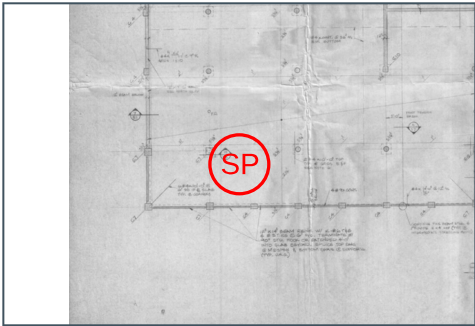
20240305_134711_photo
Josh Lampson
Mar 5, 2024 2:47 PM

#87 Spall

Status
Open

Sheet
Level P-2 Plan

Description
Spall at prev patch 4sf



Photos



20240305_134807_photo
Josh Lampson
Mar 5, 2024 2:48 PM



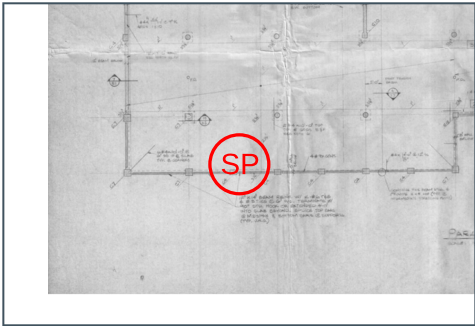
20240305_134756_photo
Josh Lampson
Mar 5, 2024 2:47 PM

#88 Spall

Status
Open

Sheet
Level P-2 Plan

Description
2sf



Photos



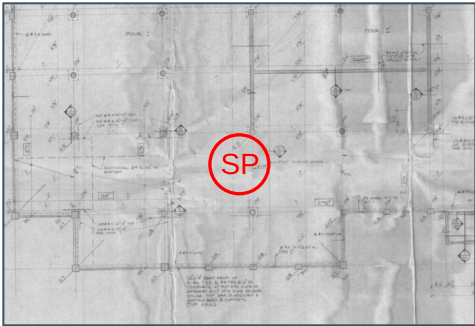
20240305_134836_photo
Josh Lampson
Mar 5, 2024 2:48 PM

#95 Spall

Status
Open

Sheet
Level P-1 Plan

Description
Spall/delam at Sog 5sf



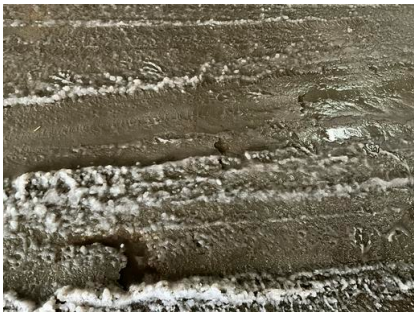
Photos



20240305_140011_photo
Josh Lampson
Mar 5, 2024 3:00 PM



20240305_140005_photo
Josh Lampson
Mar 5, 2024 3:00 PM



20240305_135956_photo
Josh Lampson
Mar 5, 2024 2:59 PM



20240305_135947_photo
Josh Lampson
Mar 5, 2024 2:59 PM



20240305_135940_photo
Josh Lampson
Mar 5, 2024 2:59 PM

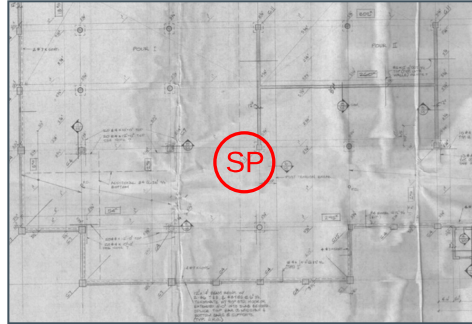
#97 Spall

Status
Open

Sheet
Level P-1 Plan

Description

Spall 5sf and crack injection
30 lf



Photos



20240305_140225_photo

Josh Lampson

Mar 5, 2024 3:02 PM



20240305_140157_photo

Josh Lampson

Mar 5, 2024 3:01 PM



20240305_140145_photo

Josh Lampson

Mar 5, 2024 3:01 PM



20240305_140130_photo

Josh Lampson

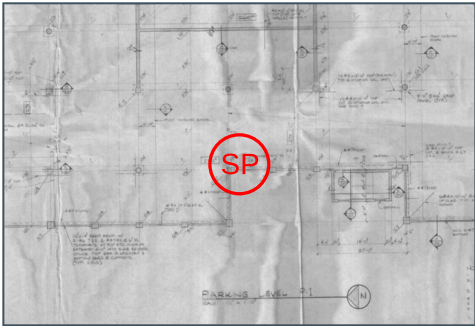
Mar 5, 2024 3:01 PM

#98 Spall

Status
Open

Sheet
Level P-1 Plan

Description
2sf



Photos



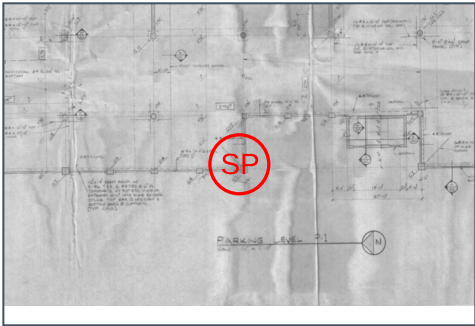
20240305_140317_photo
Josh Lampson
Mar 5, 2024 3:03 PM

#99 Spall

Status
Open

Sheet
Level P-1 Plan

Description
2sf



Photos



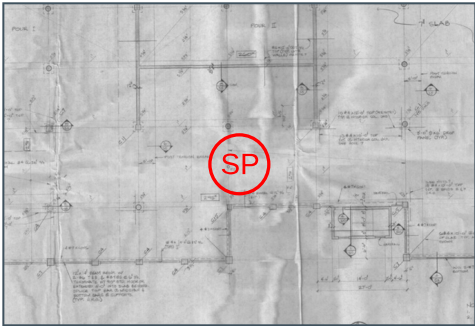
20240305_140331_photo
Josh Lampson
Mar 5, 2024 3:03 PM

#101 Spall

StatusOpen

SheetLevel P-1 Plan

Description
4sf



Photos



20240305_140458_photo
Josh Lampson
Mar 5, 2024 3:05 PM



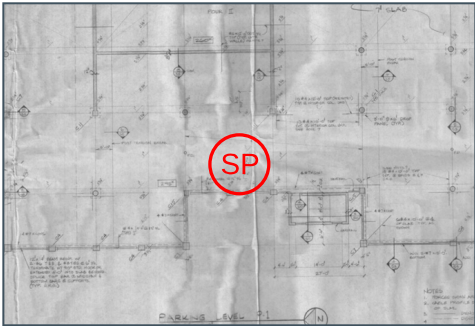
20240305_140431_photo
Josh Lampson
Mar 5, 2024 3:04 PM

#102 Spall

StatusOpen

SheetLevel P-1 Plan

Description
7sf



Photos



20240305_140539_photo
Josh Lampson
Mar 5, 2024 3:05 PM



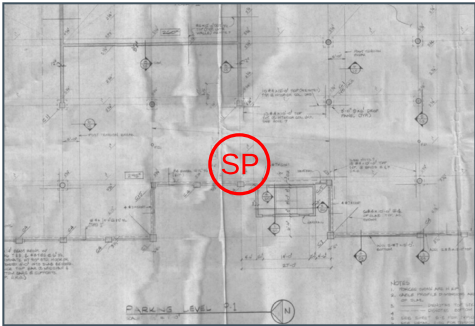
20240305_140528_photo
Josh Lampson
Mar 5, 2024 3:05 PM

#103 Spall

Status
Open

Sheet
Level P-1 Plan

Description
2sf



Photos



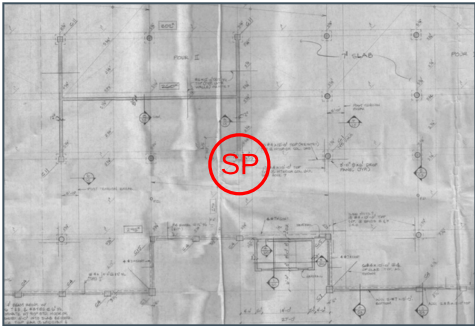
20240305_140601_photo
Josh Lampson
Mar 5, 2024 3:06 PM

#104 Spall

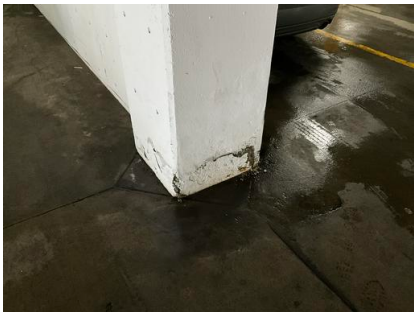
Status
Open

Sheet
Level P-1 Plan

Description
3sf



Photos



20240305_140619_photo
Josh Lampson
Mar 5, 2024 3:06 PM

#105 Spall

Status

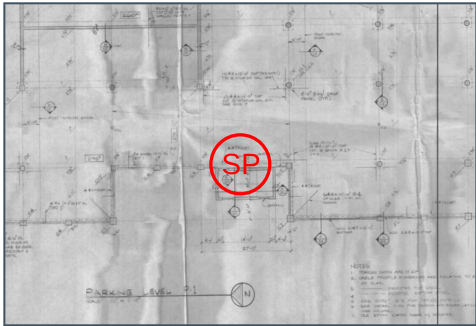
Open

Sheet

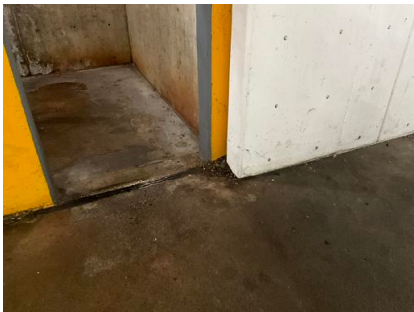
Level P-1 Plan

Description

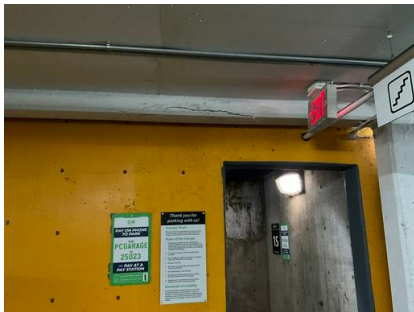
7sf total



Photos



20240305_140703_photo
Josh Lampson
Mar 5, 2024 3:07 PM



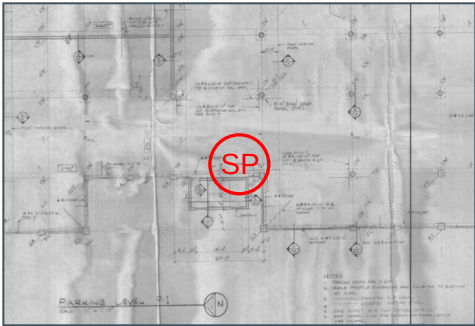
20240305_140652_photo
Josh Lampson
Mar 5, 2024 3:06 PM

#107 Spall

Status
Open

Sheet
Level P-1 Plan

Description
2sf



Photos



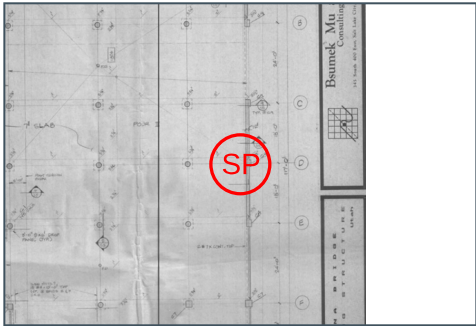
20240305_140811_photo
Josh Lampson
Mar 5, 2024 3:08 PM

#109 Wall Repair

StatusOpen

SheetLevel P-1 Plan

Description
2sf



Photos



20240305_141017_photo
Josh Lampson
Mar 5, 2024 3:10 PM

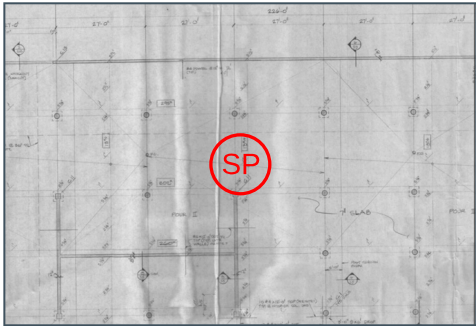
#111 Spall

StatusOpen

SheetLevel P-1 Plan

Description

5sf and 15lf rout and seal



Photos



20240305_141242_photo

Josh Lampson

Mar 5, 2024 3:12 PM



20240305_141235_photo

Josh Lampson

Mar 5, 2024 3:12 PM

#112 Spall

Status
Open

Sheet
Level P-1 Plan

Description
5sf



Photos



20240305_141304_photo
Josh Lampson
Mar 5, 2024 3:13 PM



20240305_141256_photo
Josh Lampson
Mar 5, 2024 3:12 PM

#114 Spall

StatusOpen

SheetLevel P-1 Plan

Description

3sf spall and 30 lf rout and seal



Photos



20240305_141453_photo
Josh Lampson
Mar 5, 2024 3:14 PM



20240305_141445_photo
Josh Lampson
Mar 5, 2024 3:14 PM



20240305_141438_photo
Josh Lampson
Mar 5, 2024 3:14 PM



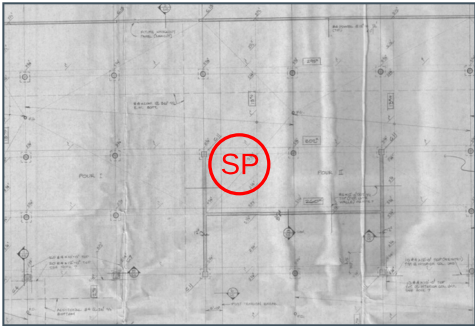
20240305_141424_photo
Josh Lampson
Mar 5, 2024 3:14 PM

#115 Spall

Status
Open

Sheet
Level P-1 Plan

Description
3 sf



Photos



20240305_141528_photo
Josh Lampson
Mar 5, 2024 3:15 PM

#117 Spall

Status

Open

Sheet

Level P-1 Plan

Description

15 sf



Photos



20240305_141646_photo
Josh Lampson
Mar 5, 2024 3:16 PM



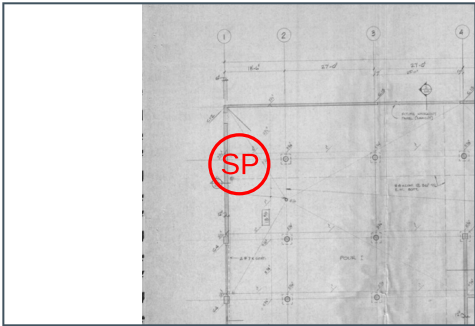
20240305_141631_photo
Josh Lampson
Mar 5, 2024 3:16 PM

#119 Spall

Status
Open

Sheet
Level P-1 Plan

Description
5 sf



Photos



20240305_141745_photo
Josh Lampson
Mar 5, 2024 3:17 PM

#129 Spall

Status

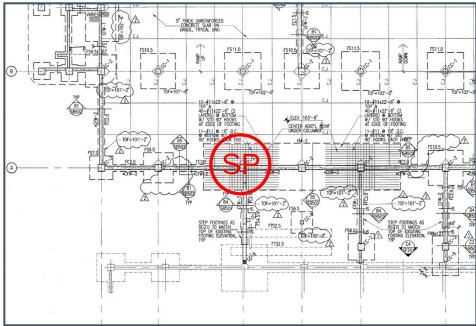
Open

Sheet

SB102

Description

Spall (2 sf) and repair joint (25 lf)



Photos



20240305_142915_photo
Josh Lampson
Mar 5, 2024 3:29 PM



20240305_142906_photo
Josh Lampson
Mar 5, 2024 3:29 PM



20240305_142858_photo
Josh Lampson
Mar 5, 2024 3:28 PM

#130 Spall

Status

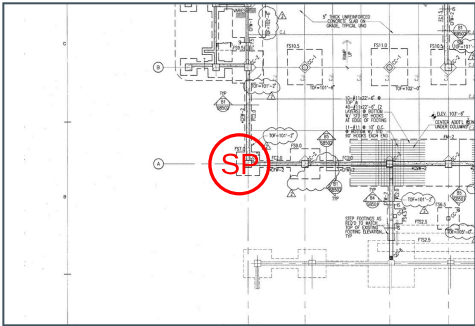
Open

Sheet

SB102

Description

2 sf



Photos



20240305_143137_photo
Josh Lampson
Mar 5, 2024 3:31 PM

#146 Spall

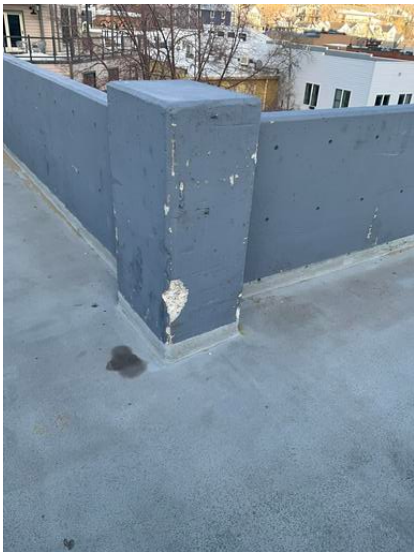
Status
Open

Sheet
Roof Plan

Description
2 sf



Photos



20240322_081347_photo
Josh Lampson
Mar 22, 2024 8:13 AM

#149 Spall

Status

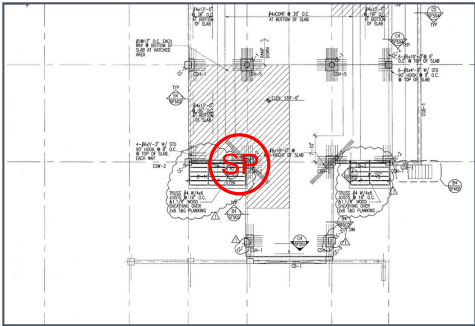
Open

Sheet

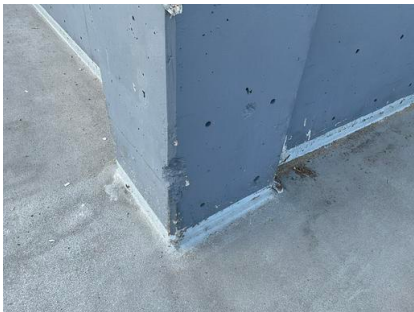
SF116

Description

1 sf



Photos



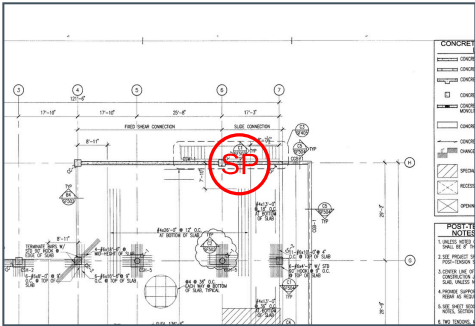
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Josh Lampson
Mar 22, 2024 8:16 AM

#151 Spall

Status
Open

Sheet
SF115

Description
1 sf



Photos



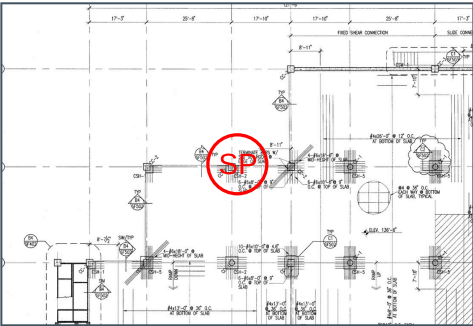
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Josh Lampson
Mar 22, 2024 8:19 AM

#152 Spall

Status
Open

Sheet
SF115

Description
3 sf



Photos



20240322_082004_photo
Josh Lampson
Mar 22, 2024 8:20 AM

#56 Wall Repair

Status
Open

Sheet
Level P-3 RCP



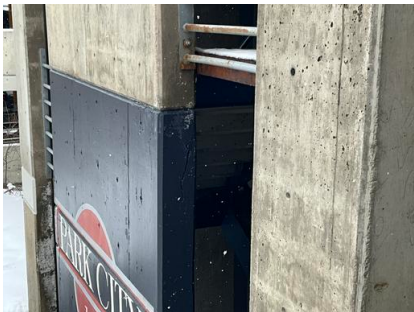
Photos



20240305_134336_photo
Josh Lampson
Mar 5, 2024 2:43 PM



20240305_134329_photo
Josh Lampson
Mar 5, 2024 2:43 PM



20240305_105429_photo
Josh Lampson
Mar 5, 2024 11:54 AM



20240305_105421_photo
Josh Lampson
Mar 5, 2024 11:54 AM

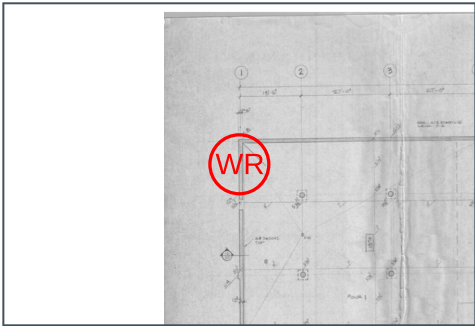
#71 Wall Repair

Status
Open

Sheet
Level P-2 Plan

Description

Damage at exterior of wall



Photos



20240305_132207_photo
Josh Lampson
Mar 5, 2024 2:22 PM



20240305_132157_photo
Josh Lampson
Mar 5, 2024 2:21 PM

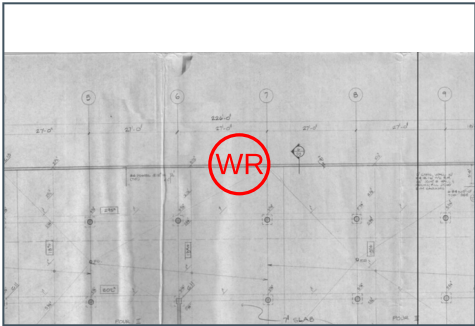
#110 Wall Repair

StatusOpen

SheetLevel P-1 Plan

Description

Evidence of water intrusion at east wall



Photos



20240305_141209_photo

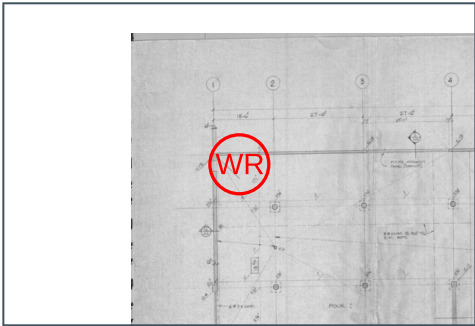
Josh Lampson

Mar 5, 2024 3:12 PM

#120 Wall Repair

Status
Open

Sheet
Level P-1 Plan



Photos



20240305_141820_photo
Josh Lampson
Mar 5, 2024 3:18 PM



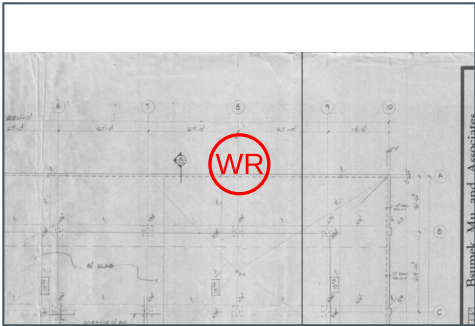
20240305_141808_photo
Josh Lampson
Mar 5, 2024 3:18 PM

#142 Wall Repair

Status
Open

Sheet
Roof Plan

Description
Spall 6 sf
Snow removal damage?



Photos

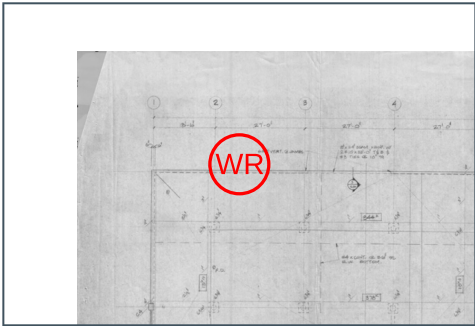


20240322_080555_photo
Josh Lampson
Mar 22, 2024 8:05 AM

#145 Wall Repair

Status
Open

Sheet
Roof Plan



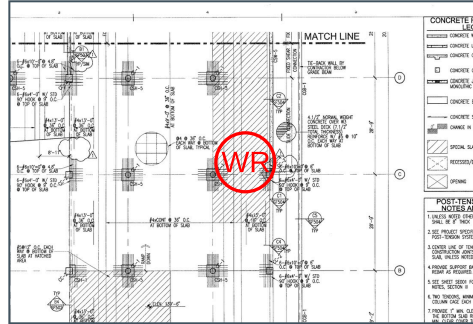
Photos



20240322_081220_photo
Josh Lampson
Mar 22, 2024 8:12 AM



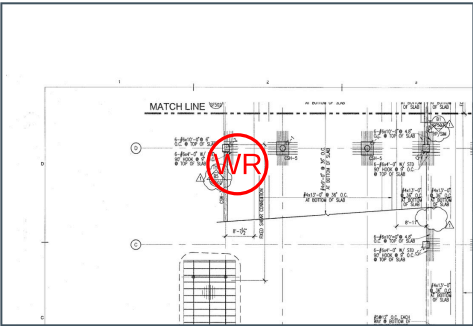
20240322_081209_photo
Josh Lampson
Mar 22, 2024 8:12 AM



#155 Wall Repair

Status
Open

Sheet
SF116



Photos



20240322_082303_photo
Josh Lampson
Mar 22, 2024 8:23 AM

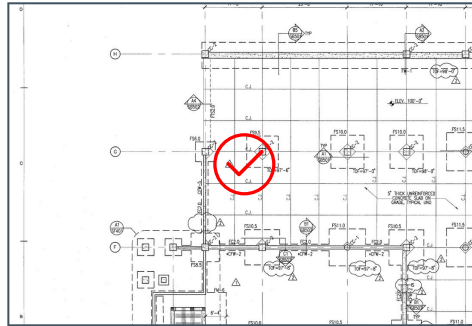
#3 General

Status
Open

Sheet
SB101

Description

Ada stalls, access appears difficult, cross-slope appears to exceed code



Photos



20240305_081926_photo

Josh Lampson

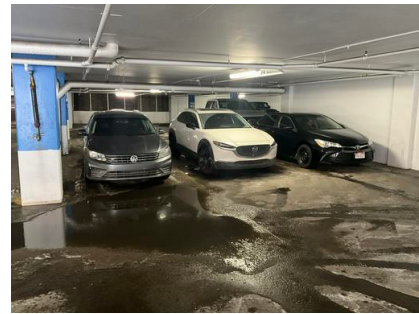
Mar 5, 2024 9:19 AM



20240305_081917_photo

Josh Lampson

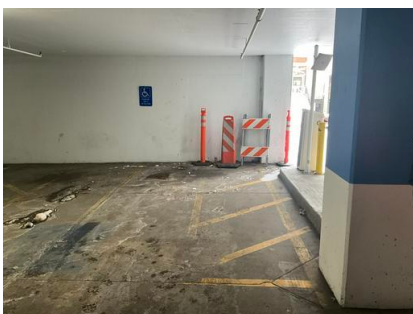
Mar 5, 2024 9:19 AM



20240305_081904_photo

Josh Lampson

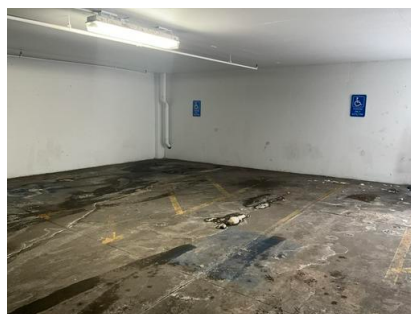
Mar 5, 2024 9:19 AM



20240305_081855_photo

Josh Lampson

Mar 5, 2024 9:18 AM



20240305_081847_photo

Josh Lampson

Mar 5, 2024 9:18 AM

#15 General

Status

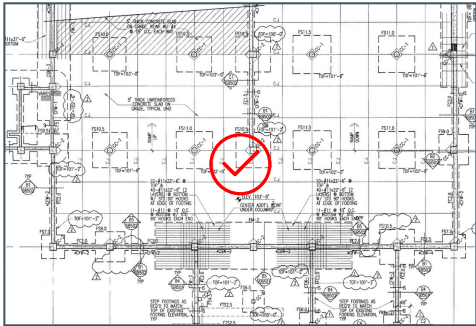
Open

Sheet

SB102

Description

Damaged or missing parking stoppers



Photos



20240305_083524_photo
Josh Lampson
Mar 5, 2024 9:35 AM

#24 General

Status

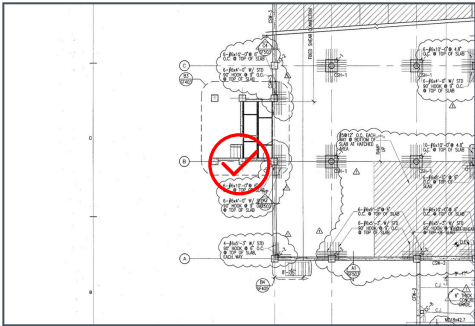
Open

Sheet

SF104

Description

Handrail damage at west entry stairs



Photos



20240305_101044_photo
Josh Lampson
Mar 5, 2024 11:10 AM

#58 General

StatusOpen

SheetLevel P-3 RCP

Description

Section loss in connections



Photos



20240305_105557_photo
Josh Lampson
Mar 5, 2024 11:55 AM

#92 General

Status

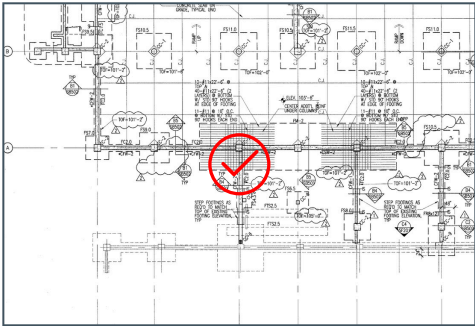
Open

Sheet

SB102

Description

Door frame damage



Photos



20240305_135527_photo
Josh Lampson
Mar 5, 2024 2:55 PM



20240305_135517_photo
Josh Lampson
Mar 5, 2024 2:55 PM

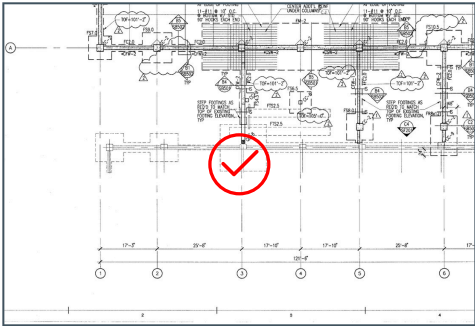
#93 General

StatusOpen

SheetSB102

Description

Damaged island at entrance bollard/gate



Photos



20240305_135639_photo

Josh Lampson

Mar 5, 2024 2:56 PM

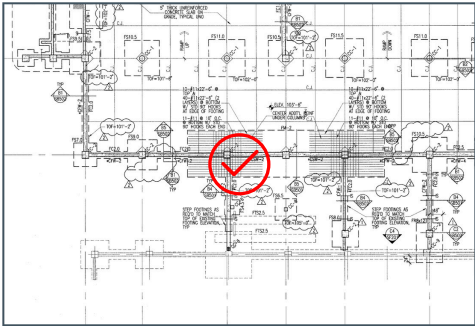
#126 General

StatusOpen

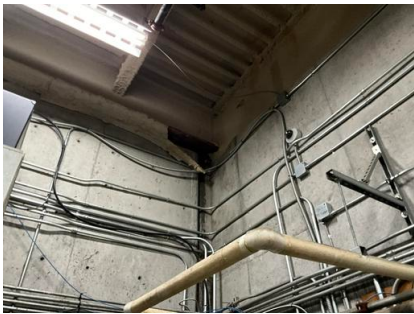
SheetSB102

Description

Fireproofing falling off of bm
in trash area



Photos



20240305_142658_photo

Josh Lampson

Mar 5, 2024 3:27 PM

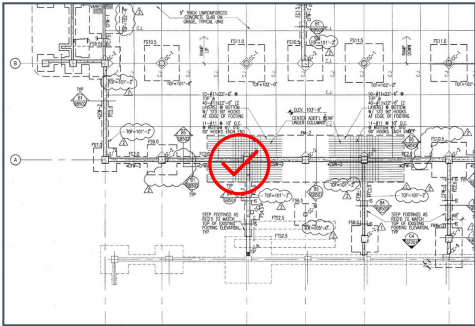
#128 General

StatusOpen

SheetSB102

Description

Tripping hazard at threshold



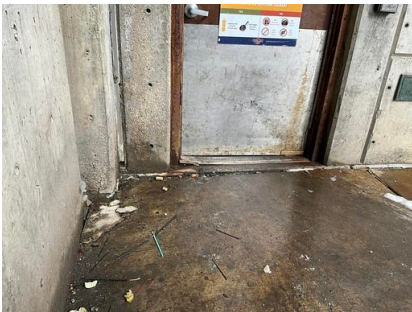
Photos



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Josh Lampson

Mar 5, 2024 3:28 PM



20240305_142832_photo

Josh Lampson

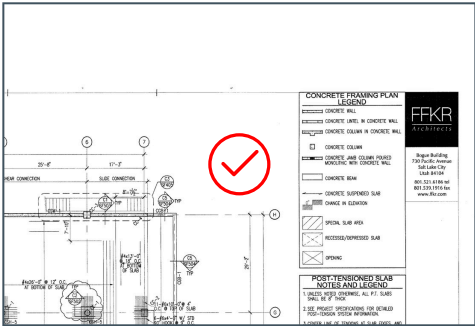
Mar 5, 2024 3:28 PM

#141 General

Status
Open

Sheet
SF115

Description
Rye



Photos

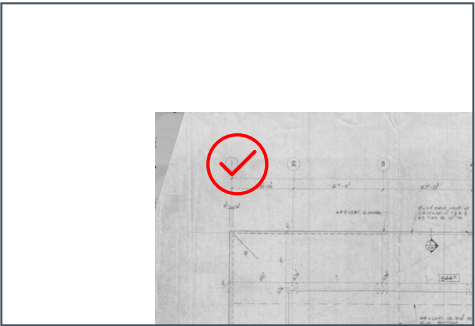


20240322_075901_photo
Josh Lampson
Mar 22, 2024 7:59 AM

#147 General

Status
Open

Sheet
Roof Plan



Photos



20240322_081516_photo
Josh Lampson
Mar 22, 2024 8:15 AM



20240322_081509_photo
Josh Lampson
Mar 22, 2024 8:15 AM



20240322_081458_photo
Josh Lampson
Mar 22, 2024 8:14 AM



20240322_081449_photo
Josh Lampson
Mar 22, 2024 8:14 AM

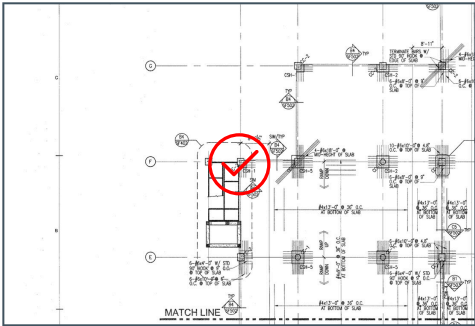
#153 General

StatusOpen

SheetSF115

Description

Is this just bearing?



Photos



20240322_082141_photo

Josh Lampson

Mar 22, 2024 8:21 AM



20240322_082125_photo

Josh Lampson

Mar 22, 2024 8:21 AM

#157 General

Status

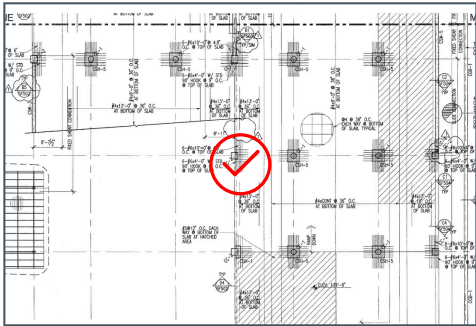
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Sheet

SF116

Description

Loose cable



Photos



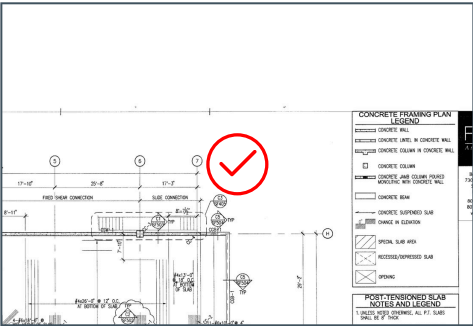
20240322_082657_photo
Josh Lampson
Mar 22, 2024 8:26 AM

#158 General

Status
Open

Sheet
SF115

Description
Pavement conditions



Photos



20240322_104017_photo
Josh Lampson
Mar 22, 2024 10:40 AM



20240322_104011_photo
Josh Lampson
Mar 22, 2024 10:40 AM



20240322_104002_photo
Josh Lampson
Mar 22, 2024 10:40 AM



20240322_103956_photo
Josh Lampson
Mar 22, 2024 10:39 AM



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Josh Lampson
Mar 22, 2024 10:39 AM



20240322_103926_photo
Josh Lampson
Mar 22, 2024 10:39 AM



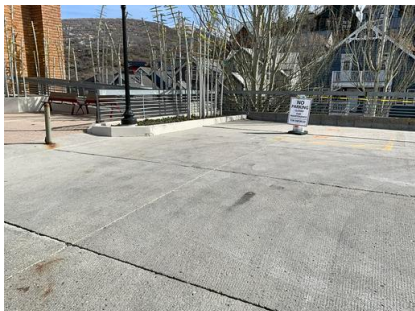
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Mar 22, 2024 10:39 AM



20240322_103836_photo
Josh Lampson
Mar 22, 2024 10:38 AM



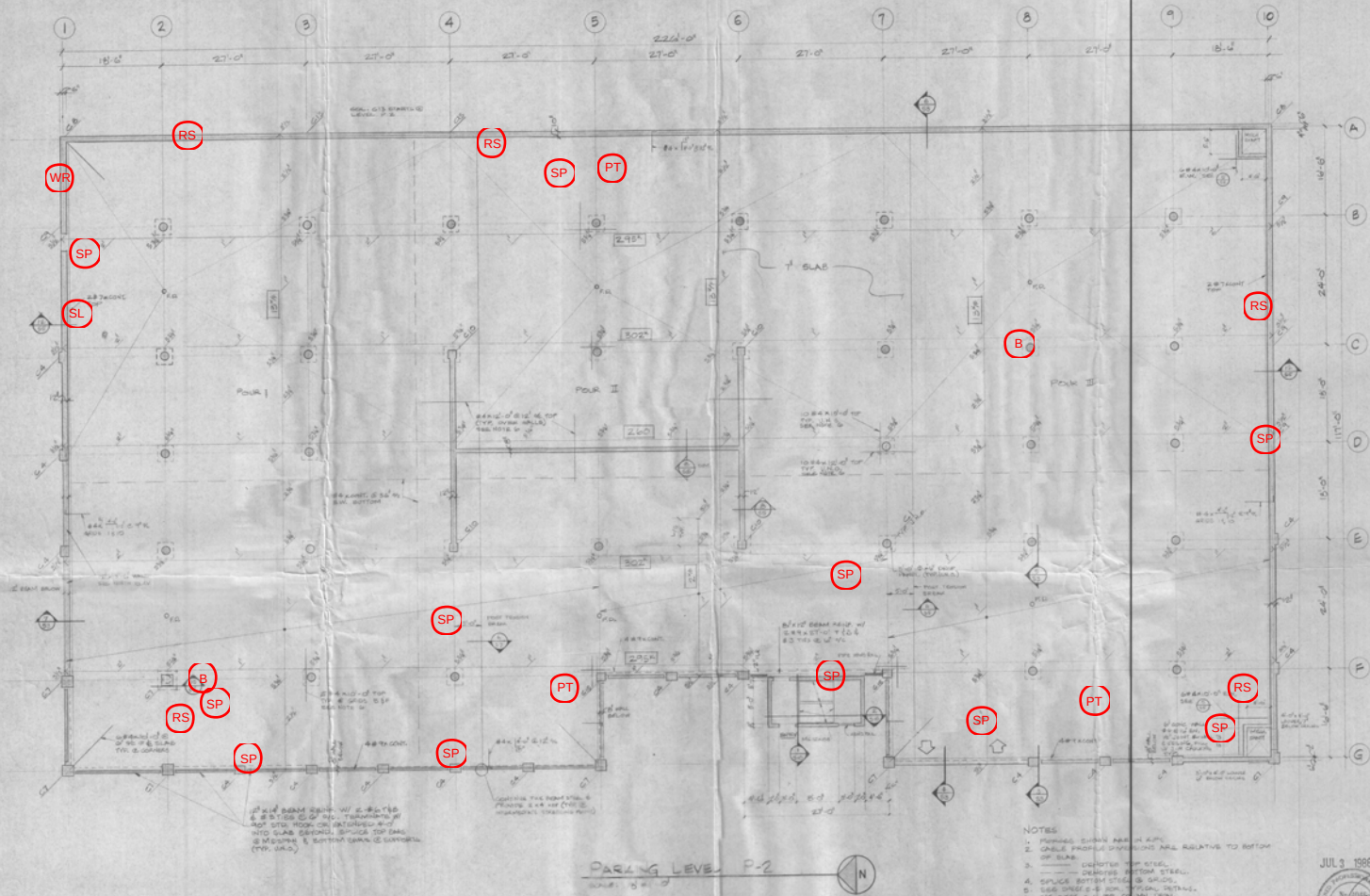
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Josh Lampson
Mar 22, 2024 10:38 AM



20240322_103823_photo
Josh Lampson
Mar 22, 2024 10:38 AM

Legend for Task Stamps in PlanGrid

Stamp ^	Title
	Boring Location
	Concrete Deterioration
	Caulking
	Mechanical
	Ponding
	Post Tension
	Rout and Seal
	Slab Distress
	Sealant
	Spall
	Wall Repair



- NOTES
1. FINISHED FLOORING PER PLAN.
 2. ONCE PROPOSED WORKING AND RELATIVE TO BOTTOM OF SLAB.
 3. UNLESS OTHERWISE NOTED.
 4. SPACING BOTTOM STEEL @ 12" O.C.
 5. USE #4 @ 12" O.C. FOR ALL OTHERS.
 6. USE #4 @ 12" O.C. FOR ALL OTHERS.
 7. USE #4 @ 12" O.C. FOR ALL OTHERS.

Bsumek Mu and Associates
 Consulting Engineers

141 South 400 East, Salt Lake City, Utah 84111 • Phone 801-575-9223

PROJECT NO. 98-001

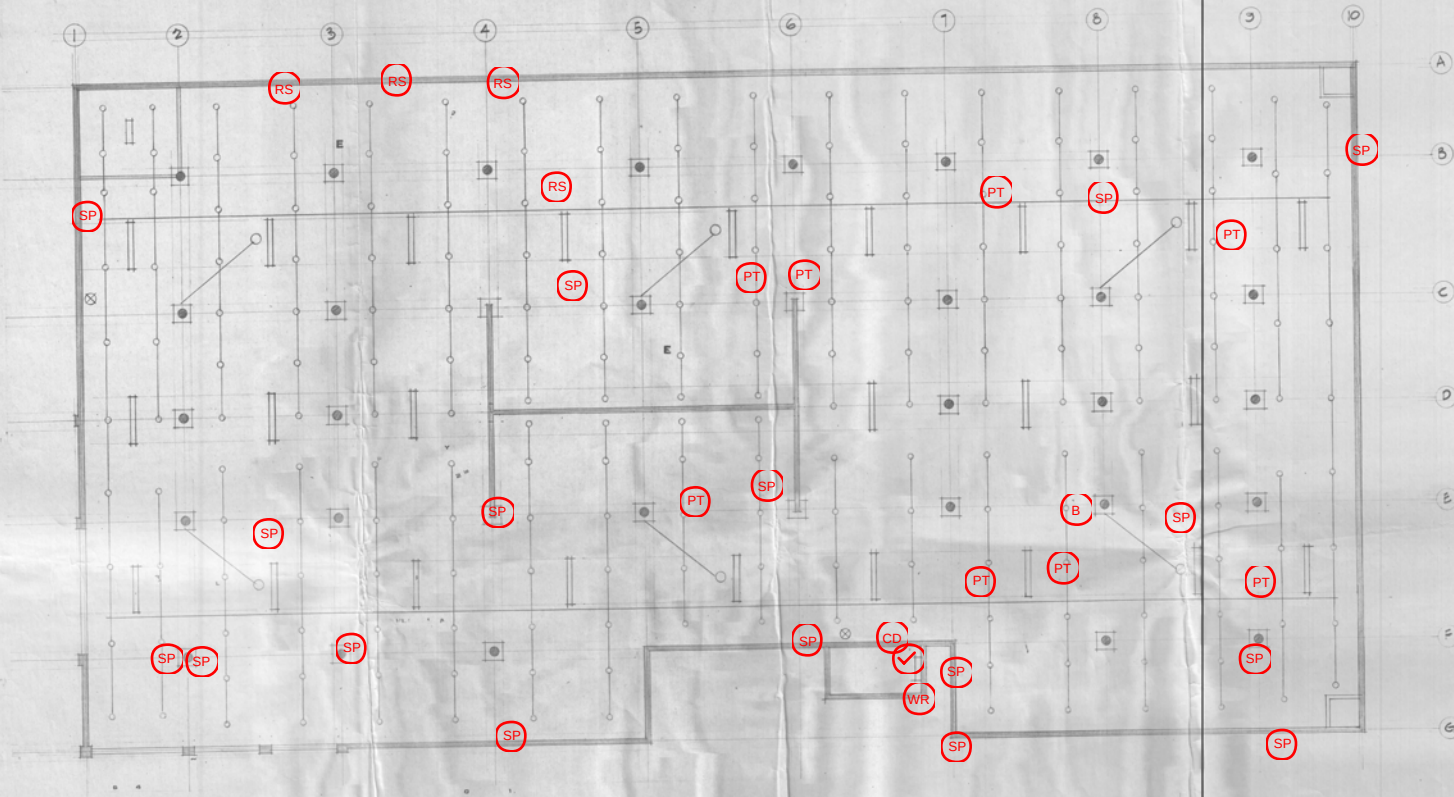
SHEET NO. 3-7

DATE

6-11-1998

PROJECT NO. 98-001

SHEET NO. 3-7

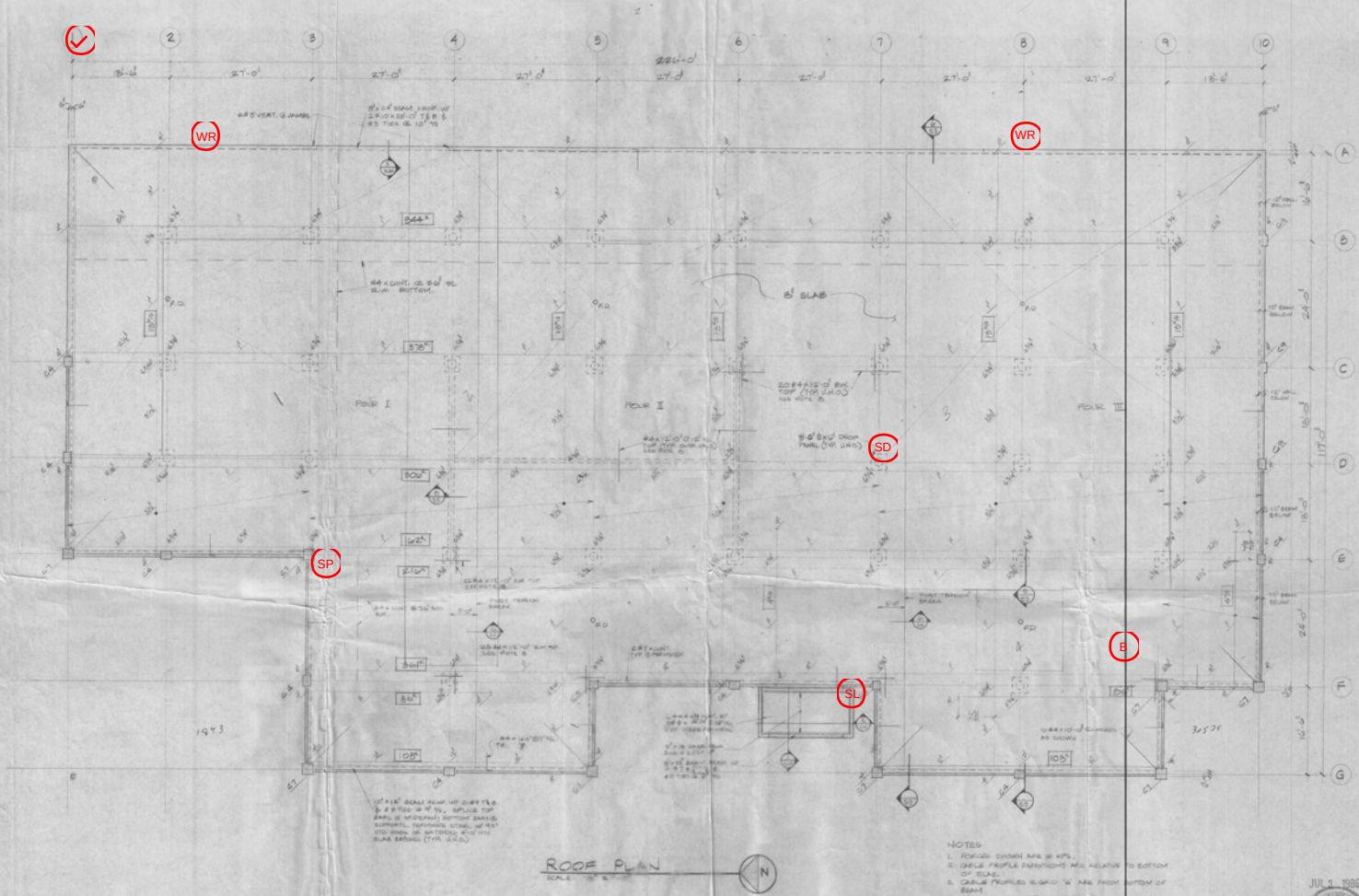


LEVEL P-3 REFLECTED CEILING PLAN
 SCALE: 1/8" = 1'-0"
 SEE LEVEL P-1 REFLECTED CEILING PLAN FOR SYMBOL LEGEND



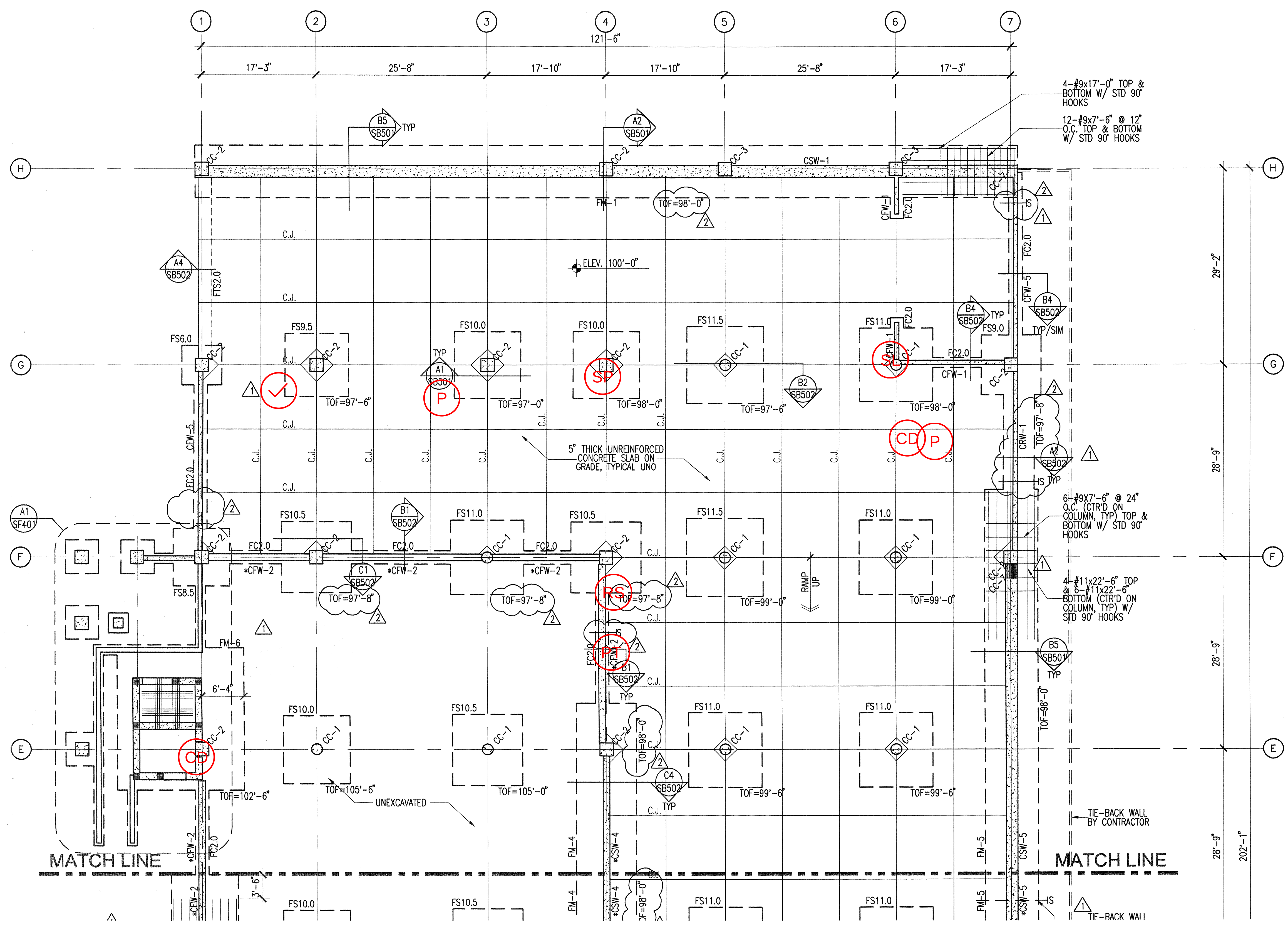
DATE: 06/25/06
 BY: JDC
 CHECKED: JDC

APPROVED
 JDC
 6/25/06



- NOTES
1. FINISH ELEVATION ARE IN FEET.
 2. CURVE PROFILES INDICATED ARE RELATIVE TO BOTTOM OF SLAB.
 3. CURVE PROFILES SLIGHTLY ABOVE FROM BOTTOM OF SLAB.
 4. BRIDGE BOTTOM STEEL IS SHOWN.
 5. SEE SHEET 5-1 FOR TYPICAL DETAILS.
 6. ——— DRAWING TOP STEEL.
 7. ——— DRAWING BOTTOM STEEL.
 8. SEE EIGHT CHARTS REBAR AT JOINTS.





FOOTING & FOUNDATION PLAN LEGEND

— IS FOOTING STEP

[] FOOTING - CONTINUOUS

[] FOOTING - THICKENED SLAB

[] FOOTING - SQUARE FOOTING - RECTANGULAR FOOTING - MAT FOOTING

[] CONCRETE WALL, CONCRETE FOUNDATION WALL, OR CONCRETE RETAINING WALL

[] CONCRETE FOUNDATION WALL - RECESSED

[] CONCRETE PIER IN CONCRETE WALL. TOP OF PIER RECESSED 8" BELOW SLAB. TYP. U.N.O.

[] CONCRETE COLUMN

[] CONCRETE JAMB COLUMN POURED MONOLITHIC WITH CONCRETE WALL

[] STEEL COLUMN - TUBE

[] CHANGE IN ELEVATION

[] SLAB BLOCK-OUT AT COLUMN

[] SLAB CONTROL/CONSTRUCTION JOINT

[] SPECIAL SLAB AREA

[] RECESSED/DEPRESSED SLAB

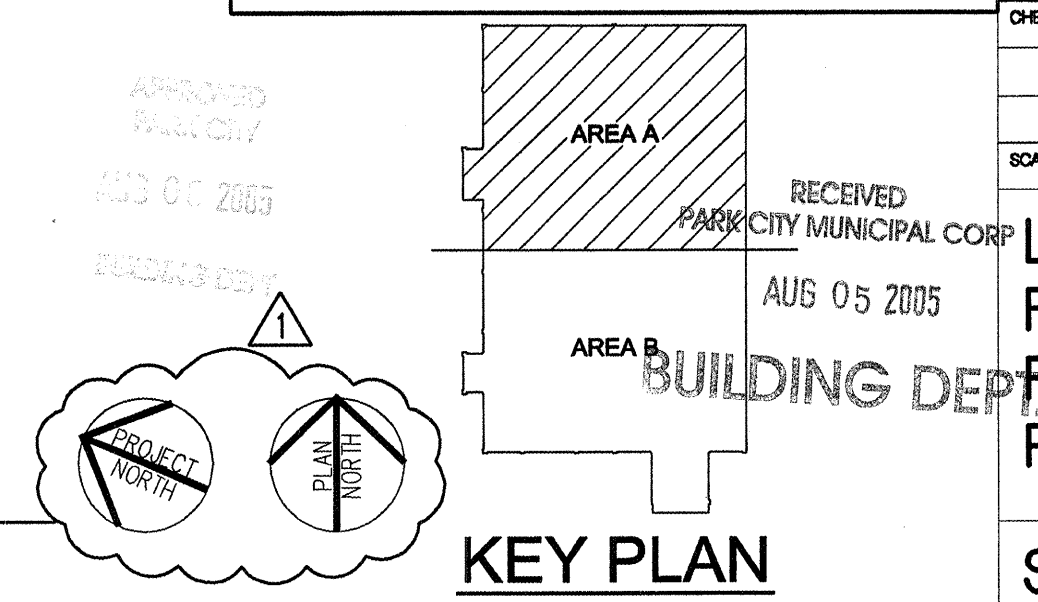
[] OPENING

FOOTING & FOUNDATION PLAN NOTES

- SEE ARCHITECTURAL, CIVIL AND LANDSCAPE DRAWINGS FOR EXTERIOR CONCRETE WORK AT DOORS, SIDEWALKS ETC.
- SEE ARCHITECTURAL DRAWINGS AND FINISH SCHEDULE FOR SLAB AREAS TO RECEIVE FLOOR TILE.
- SEE ARCHITECTURAL DRAWINGS FOR SLAB DEPRESSIONS AND SLOPES TO DRAINS, ETC.
- SEE ARCHITECTURAL, CIVIL AND LANDSCAPE DRAWINGS FOR ADDITIONAL EXTERIOR CONCRETE RETAINING AND / OR SITE WALLS NOT SHOWN ON THE STRUCTURAL DRAWINGS.
- SEE C1/SB501 FOR TYPICAL EXTERIOR CONCRETE FOOTING STEP DETAIL.
- SEE C2/SB501 FOR TYPICAL REINFORCEMENT AT WALL CORNERS AND INTERSECTIONS.
- SEE C4/SB501 FOR TYPICAL DETAIL AT SLAB JOINTS IN CONCRETE SLABS ON GRADE.
- SEE C5/SB501 FOR REINFORCEMENT AT DISCONTINUOUS CONSTRUCTION / CONTROL JOINTS IN CONCRETE SLAB ON GRADE.
- REFER TO GENERAL STRUCTURAL NOTES FOR COMPACTED STRUCTURAL FILL REQUIREMENTS BELOW FOOTINGS.
- SEE SB401 & SB402 FOR EXPANSION JOINTS BETWEEN WALLS AND COLUMNS.
- SEE B1/SB501 FOR TYPICAL STEP IN MAT FOOTING.
- CENTER MAT FOOTINGS UNDER SHEARWALLS, TYPICAL UNO.

LEVEL 1 / FOOTING & FOUNDATION PLAN

SCALE: 1/8" = 1'-0"



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www.ffkr.com

China Bridge Parking Expansion
Park City UT

Construction Documents

DATE: 3.23.2005
STATUS: CD

DATE: 4.05.2005
ADDENDUM #1

DATE: 5.25.2005
SS#1

PROJECT NUMBER: 4100

CAD DWG FILE: SB101.DWG

DRAWN BY: DAM/REA

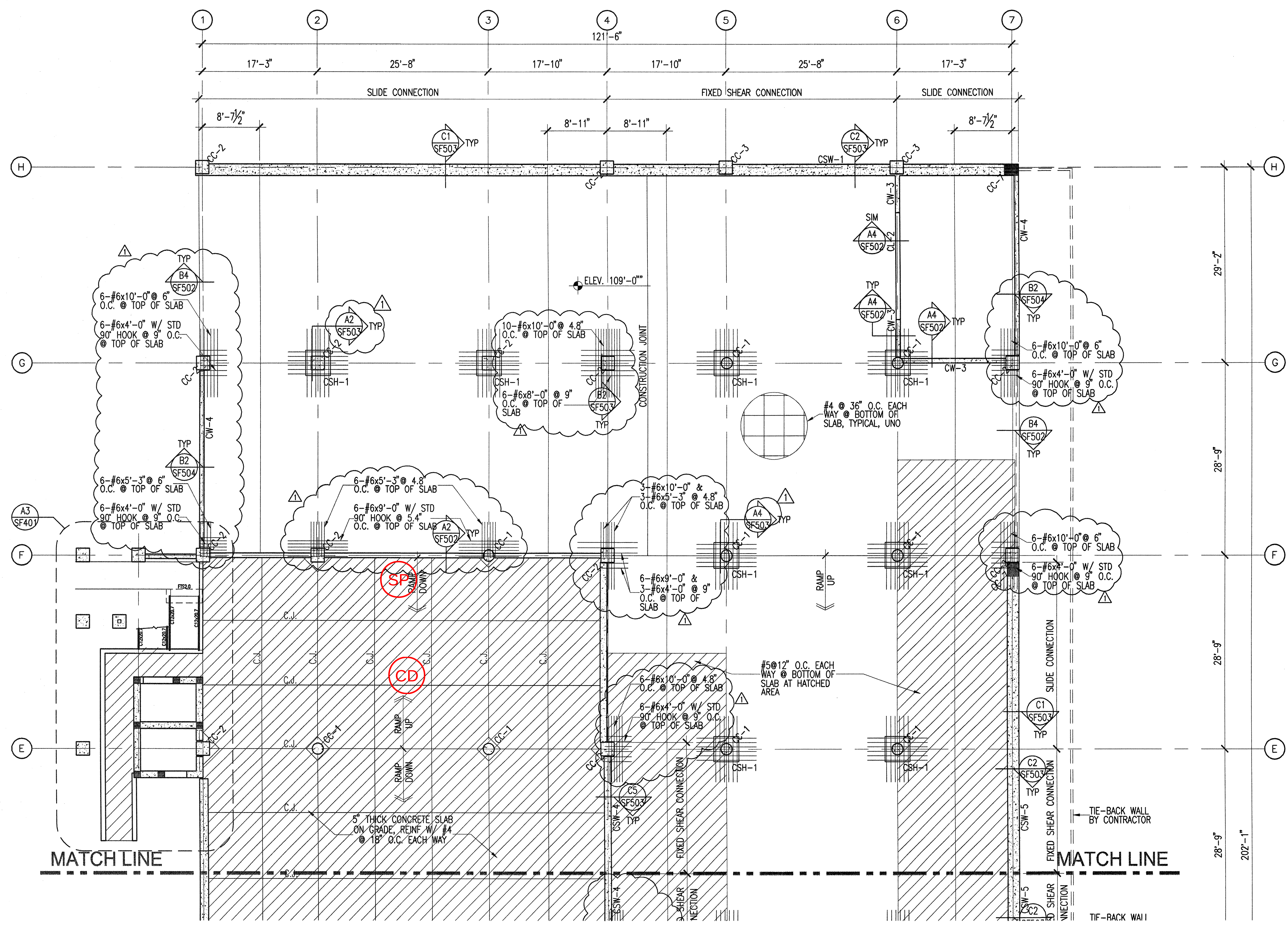
CHECKED BY: CPJ/JTM

SCALE: NONE

LEVEL 1 / FOOTING & FOUNDATION PLAN

SB101





CONCRETE FRAMING PLAN LEGEND

- CONCRETE WALL
- CONCRETE LINTEL IN CONCRETE WALL
- CONCRETE COLUMN IN CONCRETE WALL
- CONCRETE COLUMN
- CONCRETE JAMB COLUMN POURED MONOLITHIC WITH CONCRETE WALL
- CONCRETE BEAM
- CONCRETE SUSPENDED SLAB
- CHANGE IN ELEVATION
- SPECIAL SLAB AREA
- RECESSED/DEPRESSED SLAB
- OPENING

POST-TENSIONED SLAB NOTES AND LEGEND

- UNLESS NOTED OTHERWISE, ALL P.T. SLABS SHALL BE 8" THICK
- SEE PROJECT SPECIFICATIONS FOR DETAILED POST-TENSION SYSTEM INFORMATION.
- CENTER LINE OF TENDONS AT SLAB EDGES, AND CONSTRUCTION JOINTS, TO BE AT MIDPOINT OF SLAB, UNLESS NOTED OTHERWISE.
- PROVIDE SUPPORT BARS FOR TENDONS AND REBAR AS REQUIRED.
- SEE SHEET SE001 FOR GENERAL STRUCTURAL NOTES, SECTION III
- TWO TENDONS, MINIMUM, SHALL PASS THROUGH COLUMN CAGE EACH DIRECTION.
- PROVIDE 1" MIN. CLEAR CONCRETE COVER FOR THE BOTTOM SLAB REINFORCEMENT. PROVIDE 2" MIN. CLEAR COVER TO ALL REINFORCING STEEL BELOW THE TOP OF THE POST-TENSIONED SLAB. PROVIDE 1 1/2" CLEAR CONCRETE COVER AT END SPANS OF POST-TENSIONED CONCRETE SLAB.
- SEE DETAIL C2/SF501 FOR TYPICAL P.T. TENDON PROFILE DIAGRAM.
- SLAB ELEVATIONS SHOWN ARE GENERAL ELEVATIONS ONLY. SEE ARCHITECTURAL DRAWINGS FOR SPECIFIC FINAL ELEVATIONS, TYPICAL.
- PLACE TENDONS AND REINFORCING AROUND OPENINGS IN SLAB PER DETAIL B5/SF501.
- SEE DETAIL B1/SF501 FOR SLEEVES AND BLOCK-OUTS NEAR P.T. TENDON ANCHORS.
- SEE DETAILS B2&B4/SF501 FOR TENDON ANCHORAGE. SEE DETAILS C4&C5/SF501 FOR TENDON PLACEMENT, TYPICAL.
- SEE DETAIL C4/SF501 FOR TYPICAL TENDON END ANCHORAGE.
- ANCHORAGE TO SUSPENDED P.T. SLAB FOR MECH AND ELEC EQUIPMENT SHALL BE INSTALLED BEFORE CONCRETE SUSPENDED SLAB IS POURED. ANCHOR SHALL NOT BE INSTALLED AFTER SUSPENDED SLAB HAVE BEEN POURED.
- DENOTES POST-TENSION TENDON STRESSING END ANCHORAGE, W/ ELEVATION MARK AT CENTERLINE OF TENDON.
- DENOTES POST-TENSION TENDON W/ ELEVATION MARK AT CENTERLINE OF TENDON. MEASURED FROM BOTTOM OF SLAB OR BEAM, U.N.O.
- DENOTES POST-TENSION TENDON DEAD END ANCHORAGE W/ ELEVATION MARK AT CENTERLINE OF TENDON.

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www.fikr.com

China Bridge Parking Expansion
Park City UT

Construction Documents

DATE	2/23/2005	STATUS	CD
DATE	4/05/2005	ADDENDUM #1	

PROJECT NUMBER	4100		
DATE	2/23/2005	FILE	SF103.DWG
DRAWN BY	DAM/REA		
CHECKED BY	CP/JTM		

SCALE	NONE
-------	------

LEVEL 2 REINF FRAMING PLAN

SCALE: 1/8" = 1'-0"

KEY PLAN

AREA A
AREA B

RECEIVED
PARK CITY MUNICIPAL COURT
AUG 05 2005

LEVEL 2 REINF FRAMING PLAN

SF103

MATCH LINE

MATCH LINE

CONCRETE FRAMING PLAN LEGEND

- CONCRETE WALL
- CONCRETE LINTEL IN CONCRETE WALL
- CONCRETE COLUMN IN CONCRETE WALL
- CONCRETE COLUMN
- CONCRETE JAMB COLUMN POURED MONOLITHIC WITH CONCRETE WALL
- CONCRETE BEAM
- CONCRETE SUSPENDED SLAB
- CHANGE IN ELEVATION
- SPECIAL SLAB AREA
- RECESSED/DEPRESSED SLAB
- OPENING

POST-TENSIONED SLAB NOTES AND LEGEND

- UNLESS NOTED OTHERWISE, ALL P.T. SLABS SHALL BE 8" THICK
- SEE PROJECT SPECIFICATIONS FOR DETAILED POST-TENSION SYSTEM INFORMATION.
- CENTER LINE OF TENDONS AT SLAB EDGES, AND CONSTRUCTION JOINTS, TO BE AT MIDPOINT OF SLAB, UNLESS NOTED OTHERWISE.
- PROVIDE SUPPORT BARS FOR TENDONS AND REBAR AS REQUIRED.
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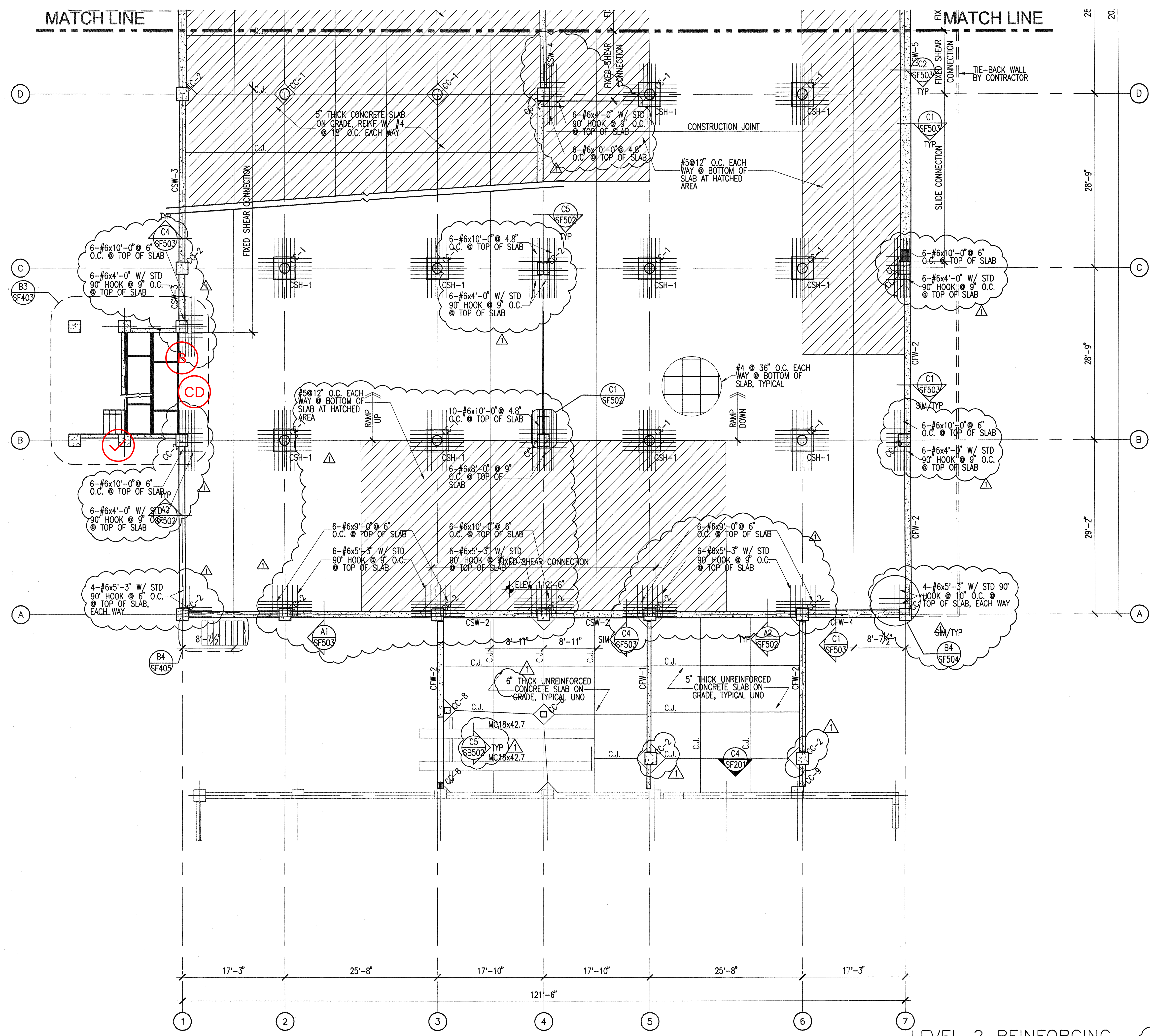


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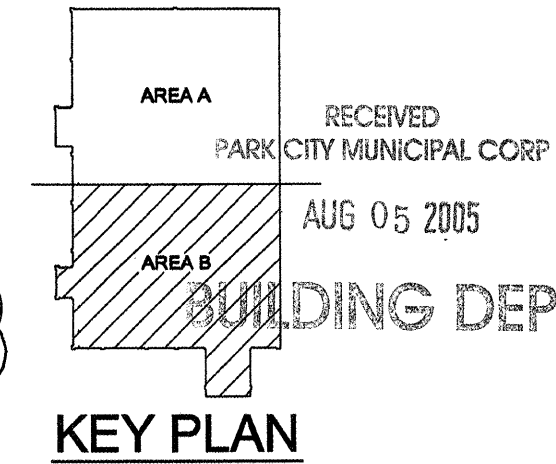
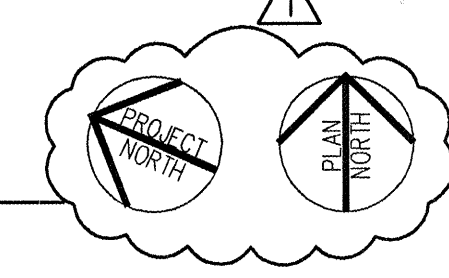
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PROJECT NUMBER	4100
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DRAWN BY	DAM/REA
CHECKED BY	CP/JTM

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LEVEL 2 REINF FRAMING PLAN
SF104

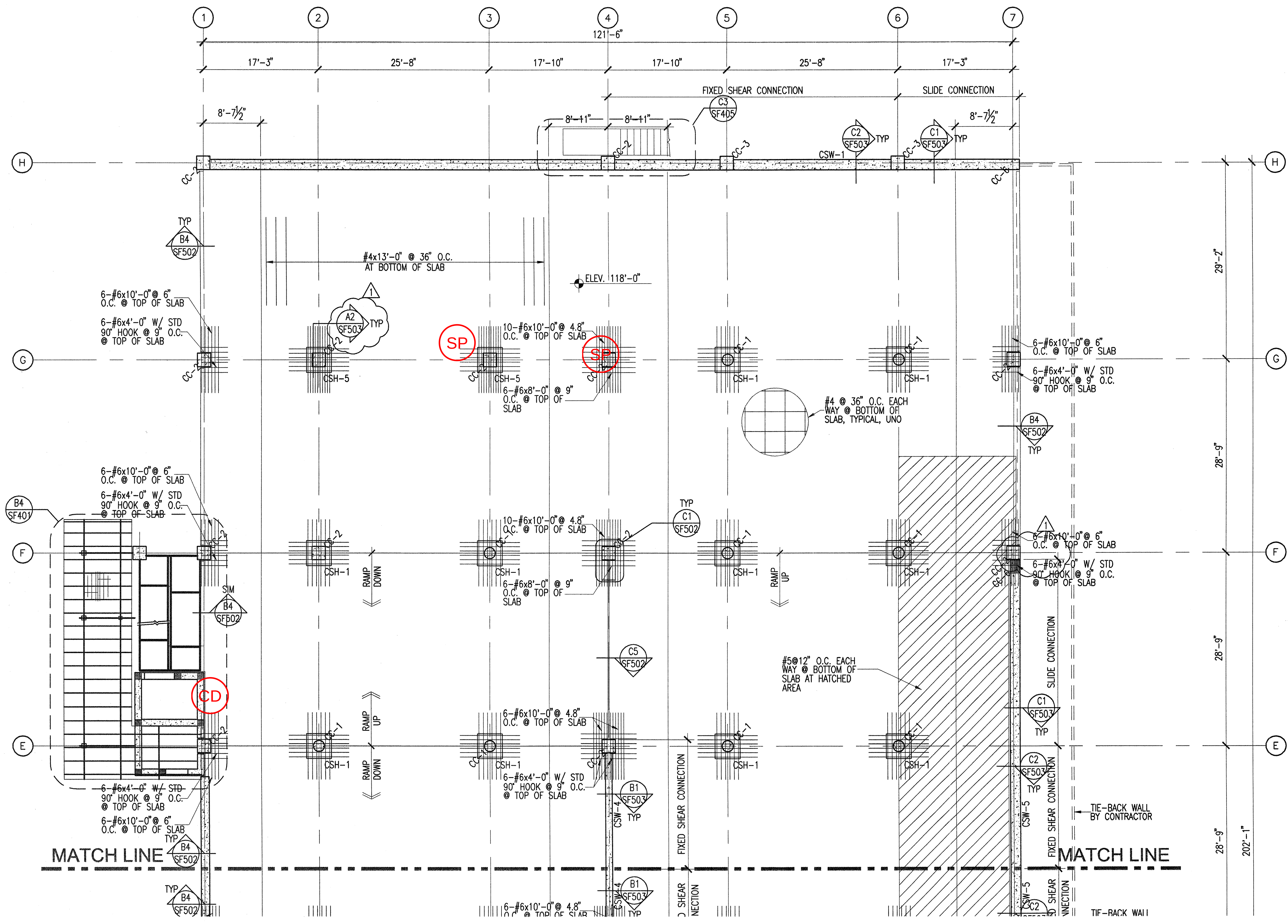


LEVEL 2 REINFORCING FRAMING PLAN

SCALE: 1/8" = 1'-0"



KEY PLAN



CONCRETE FRAMING PLAN LEGEND

- CONCRETE WALL
- CONCRETE LINTEL IN CONCRETE WALL
- CONCRETE COLUMN IN CONCRETE WALL
- CONCRETE COLUMN
- CONCRETE JAMB COLUMN POURED MONOLITHIC WITH CONCRETE WALL
- CONCRETE BEAM
- CONCRETE SUSPENDED SLAB
- CHANGE IN ELEVATION
- SPECIAL SLAB AREA
- RECESSED/DEPRESSED SLAB
- OPENING

POST-TENSIONED SLAB NOTES AND LEGEND

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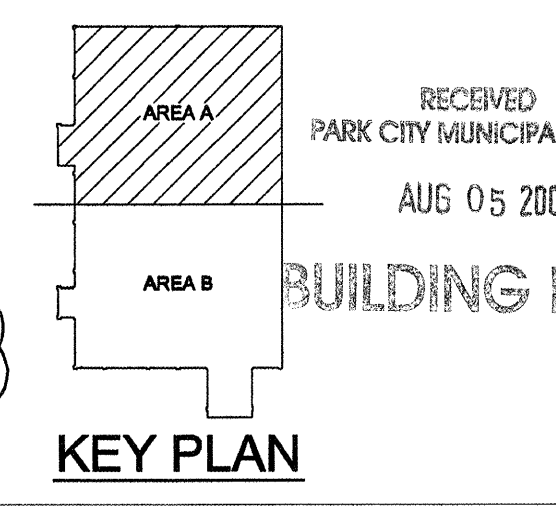
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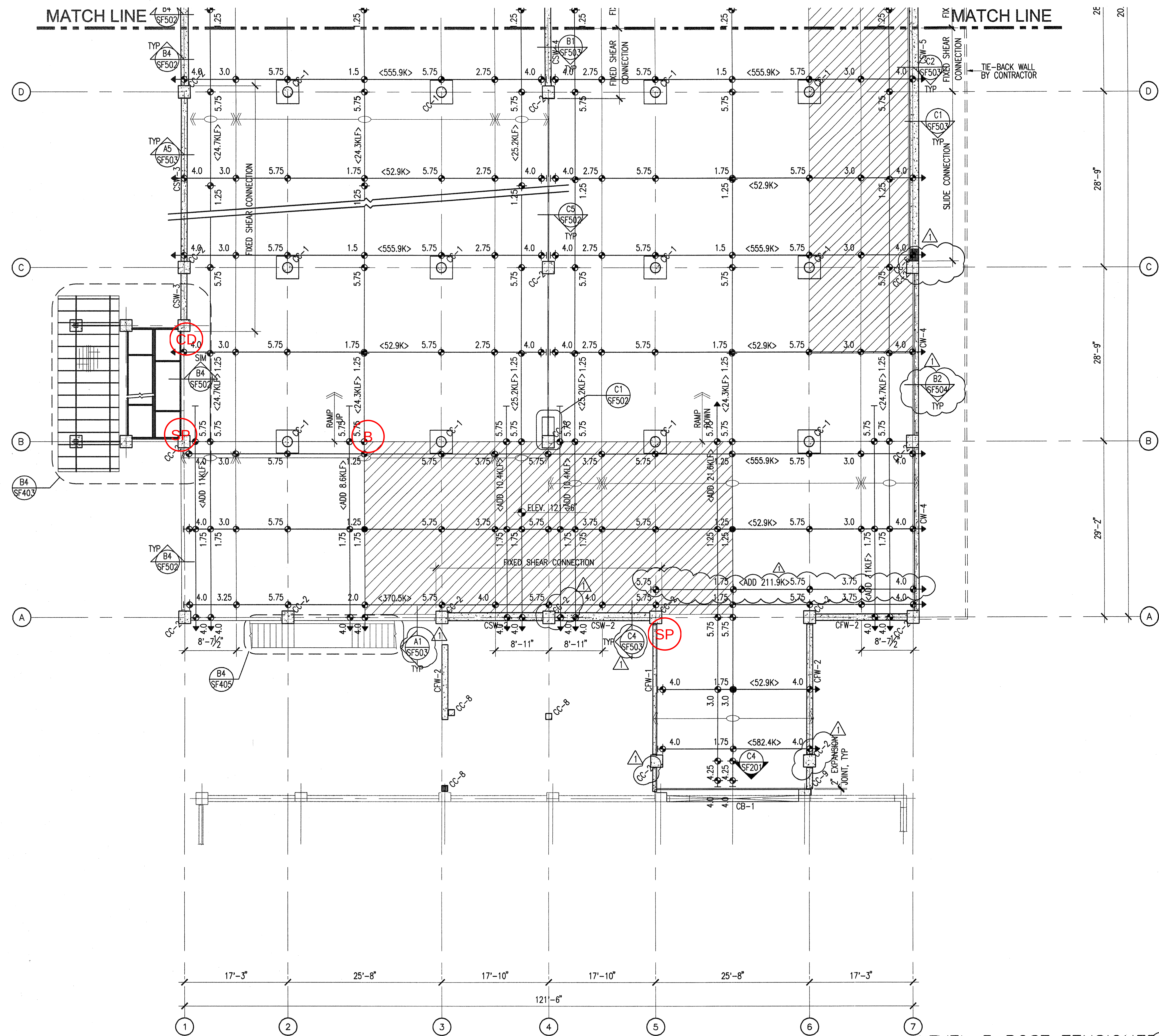
SCALE NONE

LEVEL 3
REINFRAMING
PLAN

SF107

LEVEL 3 REINFORCING
FRAMING PLAN
SCALE: 1/8" = 1'-0"



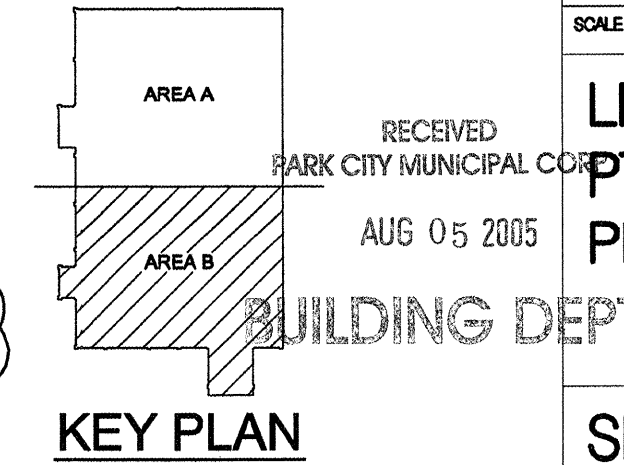


CONCRETE FRAMING PLAN LEGEND

- CONCRETE WALL
- CONCRETE LINTEL IN CONCRETE WALL
- CONCRETE COLUMN IN CONCRETE WALL
- CONCRETE COLUMN
- CONCRETE JAMB COLUMN POURED MONOLITHIC WITH CONCRETE WALL
- CONCRETE BEAM
- CONCRETE SUSPENDED SLAB
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LEVEL 3 POST TENSIONED FRAMING PLAN
SCALE: 1/8" = 1'-0"



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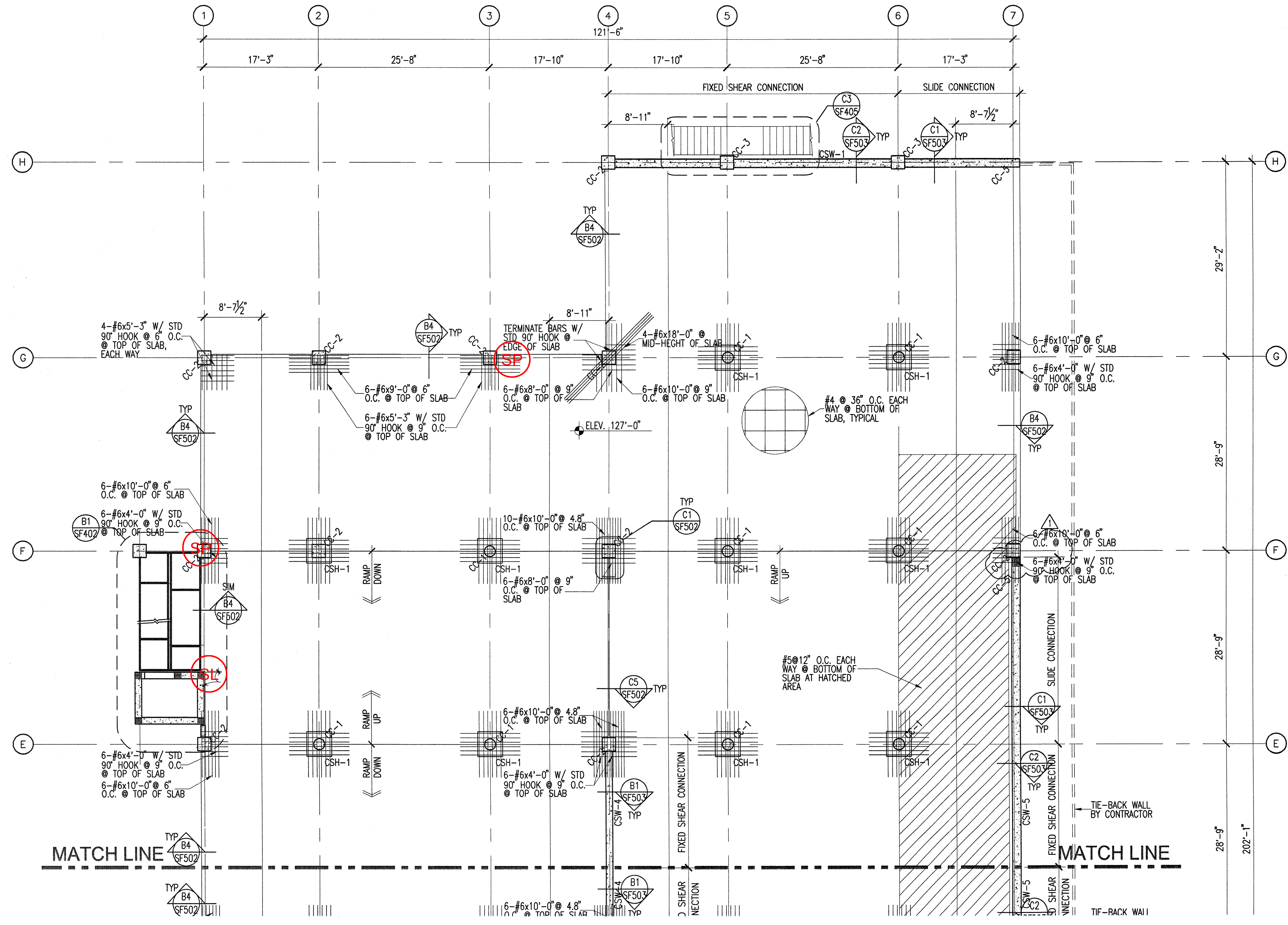
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DWG FILE: SF106.DWG
DRAWN BY: DAM/REA
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SCALE: NONE

**LEVEL 3
PT FRAMING
PLAN**

SF106



CONCRETE FRAMING PLAN LEGEND

- CONCRETE WALL
- CONCRETE LINTEL IN CONCRETE WALL
- CONCRETE COLUMN IN CONCRETE WALL
- CONCRETE COLUMN
- CONCRETE JAMB COLUMN POURED MONOLITHIC WITH CONCRETE WALL
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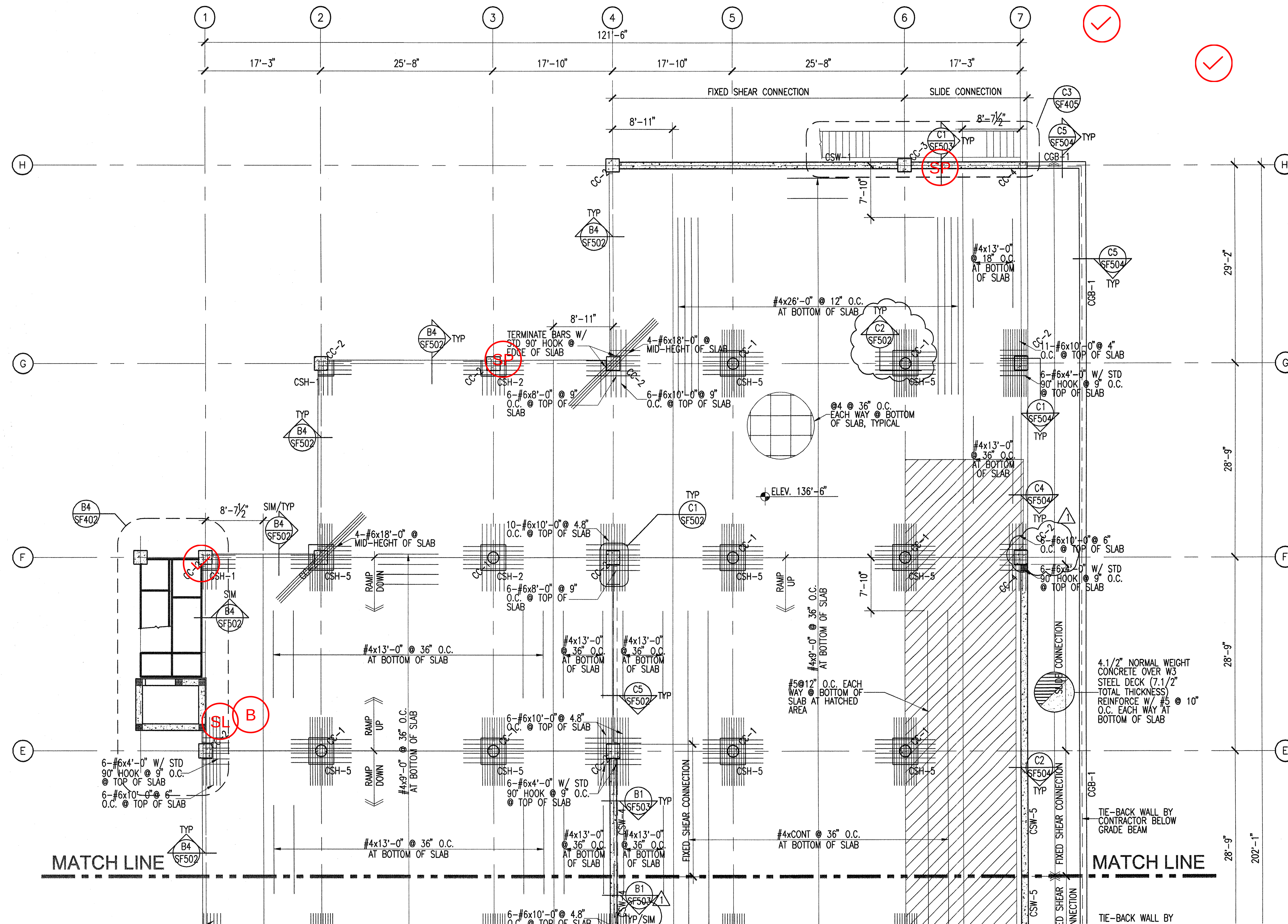
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DWG FILE	SF111.DWG
DRAWN BY	DAM/REA
CHECKED BY	CP/JTM

SCALE	NONE
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LEVEL 4 REINF FRAMING PLAN
SCALE: 1/8" = 1'-0"
AUG 05 2005
RECEIVED PARK CITY MUNICIPAL CORP
BUILDING DEPT
KEY PLAN
SF111



CONCRETE FRAMING PLAN LEGEND

- CONCRETE WALL
- CONCRETE LINTEL IN CONCRETE WALL
- CONCRETE COLUMN IN CONCRETE WALL
- CONCRETE COLUMN
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PROJECT NUMBER	4100
DWG FILE	SF115.DWG
DRAWN BY	DAM/REA
CHECKED BY	CP/JTM

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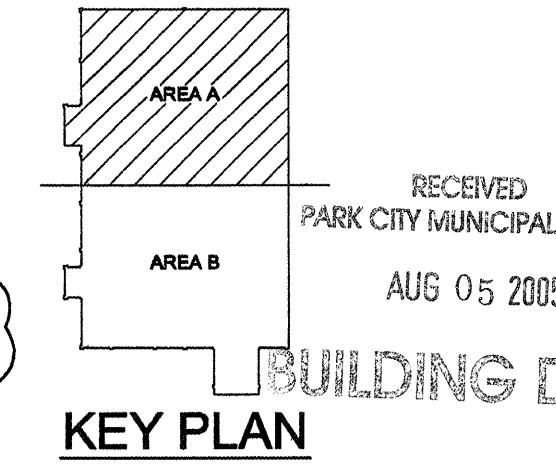
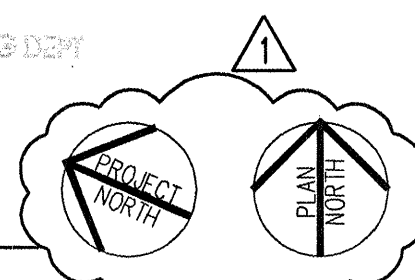
LEVEL 5
REINFRAMING
PLAN

SF115

LEVEL 5 REINFRAMING PLAN

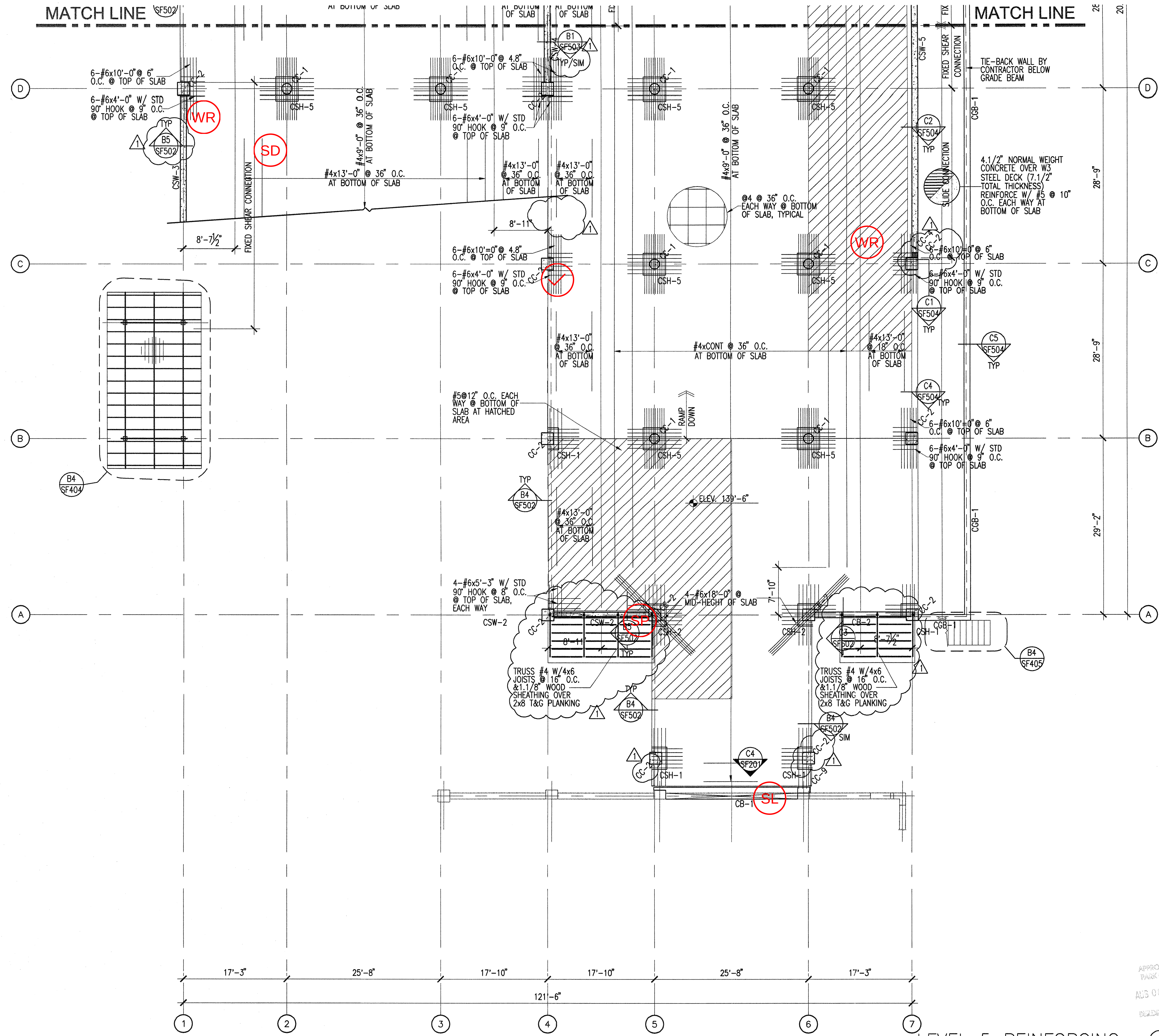
SCALE: 1/8" = 1'-0"

APPROVED
PARK CITY
AUG 05 2005
BUILDING DEPT



MATCH LINE

MATCH LINE



CONCRETE FRAMING PLAN LEGEND

- CONCRETE WALL
- CONCRETE LINTEL IN CONCRETE WALL
- CONCRETE COLUMN IN CONCRETE WALL
- CONCRETE COLUMN
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PARK CITY

AUG 05 2005

PLANNING DEPT

RECEIVED
PARK CITY MUNICIPAL

AUG 05 2005

BUILDING DEPT

KEY PLAN

AREA A

AREA B

LEVEL 5 REINFRAMING PLAN

SF116

LEVEL 5 REINFRAMING PLAN

SCALE: 1/8" = 1'-0"



Appendix H –

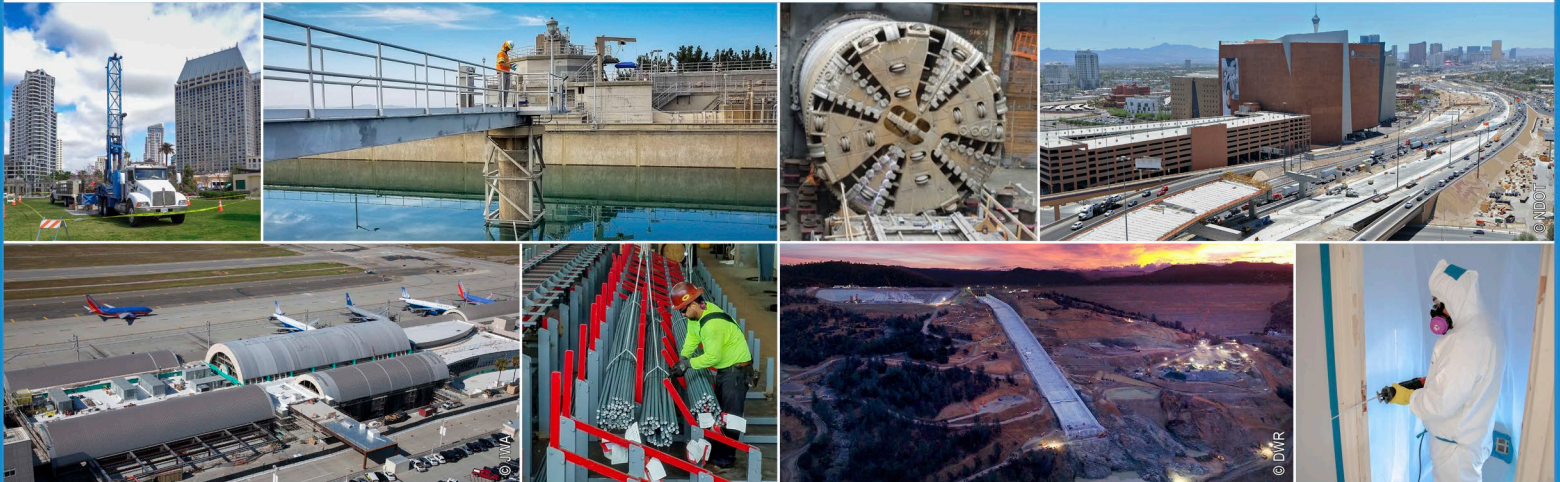
Ninyo & Moore Forensic Evaluation

Forensic Evaluation China Bridge Parking Garage 420 Swede Alley Park City, Utah

Kimley-Horn

7740 North 16th Street, Suite 300 | Phoenix, Arizona 85020

May 10, 2024 | Project No. 800353001



Geotechnical | Environmental | Construction Inspection & Testing | Forensic Engineering & Expert Witness

Geophysics | Engineering Geology | Laboratory Testing | Industrial Hygiene | Occupational Safety | Air Quality | GIS

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

Forensic Evaluation
China Bridge Parking Garage
420 Swede Alley
Park City, Utah

Mr. Arnoldo A. Artiles, PE

Kimley-Horn

7740 North 16th Street, Suite 300 | Phoenix, Arizona 85020

May 10, 2024 | Project No. 800353001

A handwritten signature in blue ink, appearing to read "Joseph F. Spendlove".

Joseph F. Spendlove, GIT
Senior Staff Geologist

JFS/EDE/kgg

A handwritten signature in blue ink, appearing to read "Eric D. Elison".

Eric D. Elison, PE
Principal Engineer

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- 1 – Site Location
- 2 – Exploration Locations
- 3 through 6 – Core Locations

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- A – Boring Log
- B – Laboratory Test Results
- C – Chemical Test Results
- D – Concrete Core Photograph Log

1 INTRODUCTION

In accordance with your request, Ninyo & Moore has performed a forensic evaluation on the China Bridge Parking Garage located at 420 Swede Alley in Park City, Utah. The approximate location of the site is indicated on Figure 1. The purposes of our study were to evaluate geotechnical conditions of a cast-in-place (CIP) concrete retaining wall, a tied-back soldier pile retaining wall (beam and lag), and concrete decks of the parking structure. This report presents the findings of our explorations, results of laboratory testing, and conclusions regarding the structure and subsurface conditions at the project site.

2 SCOPE OF SERVICES

The scope of our services included the following:

- Review of pertinent background information, including in-house geotechnical data, aerial photographs, construction plans, previous geotechnical reports, published regional and local geologic maps, and soils data.
- Coordination and mobilization for subsurface exploration. Mark-out of existing utilities was conducted through Blue Stakes of Utah.
- Performance of site inspection services, including:
 - Documentation of general site conditions.
 - Collection of measurements along the retaining walls.
 - Placement of crack gauges at strategic locations along the retaining walls.
 - Collection of spalled concrete samples at two locations for water-soluble chloride (corrosivity) testing.
 - Removal of grout in post-tension tendon pockets to inspect cable ends.
 - Documentation of the CIP retaining wall reinforcement size, spacing, and placement using a handheld ground penetrating radar (GPR) and pachometer scanning equipment.
- Drilling, logging, and sampling of one exploratory boring in the backfill and subgrade soil of the CIP wall to a depth of approximately 40.9 feet. The purpose of the soil boring was to evaluate the subsurface soil and groundwater conditions, including obtaining soil samples for laboratory testing.
- Advancement of eight cores through concrete elements of the parking garage structure. The purpose of the concrete cores was to evaluate the concrete conditions, including obtaining core samples for laboratory testing.
- Performance of laboratory tests to evaluate engineering characteristics of the concrete cores, including compressive strength and chemical (corrosivity) considerations, including water-soluble chloride.
- Performance of laboratory tests to evaluate the geotechnical characteristics of the subsurface soils, including in-place moisture content and density, gradation, and Atterberg (plasticity) limits.
- Compilation and analysis of the field and laboratory data.
- Preparation of this report presenting our findings, results of our analysis, and conclusions.

3 SITE DESCRIPTION

The China Bridge parking garage consists of a three-level concrete parking garage associated with the City Hall, which is located at 445 Marsac Avenue in Park City. The parking garage is a CIP concrete structure with a tied-back soldier pile retaining wall (beam and lag) located on the northeast portion of the structure. A concrete slab-on-grade parking area, which is supported by retained fill behind the soldier pile retaining wall on the west side and retained fill behind the CIP concrete retaining wall on the east side, is located in the northeastern portion of the site near the City Hall entrance. The upper parking decks of the structure and the slab-on-grade parking area are accessed from Marsac Avenue to the east. Levels 1S, 2S, and 3S of the southern portion of the parking structure are accessed from the south and west entrances of the structure from Swede Alley. Stairwells for the parking structure were located on the west side at levels 1N and 2N and exited to Swede Alley. Indications of underground utilities were observed at the site, including power, water, sewer, storm water, and communication lines. Additional underground utilities may also be present at or near the site. The project site is shown on Figures 2 through 6.

4 FIELD EXPLORATION AND SUBSURFACE CONDITIONS

Ninyo & Moore's subsurface exploration at the project site was performed on March 25 and March 28, 2024. This exploration consisted of coring of the concrete slab, drilling, logging, and sampling of one exploratory test boring (B-1) and eight concrete cores (C-1 through C-8). The boring was drilled with a Mobile B-80 drill rig utilizing ODEX drilling techniques. The boring was drilled to a depth to approximately 40.9 feet. The purpose of the boring and concrete cores was to evaluate subsurface conditions at the project site and to collect samples for laboratory testing. The elevation of the boring based on Mean Sea Level (MSL) was estimated from Google Earth (Google Earth Website, 2024) data. Accordingly, the ground elevation that is recorded on the boring log in Appendix A should be considered approximate. The approximate locations of the boring and concrete cores are shown on Figures 2 through 6.

Laboratory tests were performed on representative soil and concrete samples collected from the site to evaluate the in-place moisture content and density, gradation, Atterberg limits (plasticity), compressive strength, and chemical (corrosivity) considerations, including water-soluble chloride. The results of the in-place moisture content and density tests are provided on the boring log in Appendix A. The other laboratory test results and descriptions of testing procedures utilized are presented in Appendix B and Appendix C.

4.1 Parking Garage Concrete Cores

Boring B-1 and core locations C-1 through C-8 were performed through Portland cement concrete (paved parking areas, parking decks, and a stairwell wall). The approximate locations of the boring and concrete cores are shown on Figures 2 through 6. The following provides a summary of where the cores were performed:

North Parking Structure:

- Concrete cores were obtained at four locations in the North Parking Structure, including C-1 and C-2 from the upper parking deck, C-4 from deck 3N, and C-6 from the wall of the west stairwell on deck 2N.
- Grout from two post-tensioned tendon end pockets were removed and inspected from the northern portion of the structure.

South Parking Structure:

- Concrete cores were obtained at four locations in the South Parking Structure, including C-3 from the upper parking deck, C-5 from parking deck 3S, and C-7 and C-8 from parking deck 2S.
- Grout was removed from the end pockets of two post-tensioned tendons in the area of a failed tendon.

Photographs of the concrete cores are provided in Appendix D. The approximate thicknesses of the concrete cores at each location are provided in the table below.

Table 1 – Summary of Concrete Thickness	
Core Identification	Portland Cement Concrete Thickness (in.)
B-1	9.0
C-1	7.8
C-2	8.1
C-3	8.3
C-4	7.8
C-5	7.2
C-6	5.6
C-7	7.3
C-8	7.4

4.2 Parking Garage Spalled Concrete Samples

Samples of spalled concrete from the ceiling of decks 1S and 2S were collected by Park City personnel and provided to Ninyo & Moore for laboratory testing.

4.3 Subsurface Soil Encountered

Generalized descriptions and nominal design parameters for the subsurface soils encountered in the exploratory boring are provided in the following sections. It should be noted that the soil samples were collected using samplers with an inside diameter of approximately 1.4 to 2.4 inches. Accordingly, in-situ soils may have higher concentrations of gravel, cobbles, and/or boulders than indicated on the boring log.

4.3.1 Retaining Wall Backfill Soil

Fill materials were encountered beneath the concrete slab in Boring B-1 extending to a depth of approximately 14 feet below the ground surface. The encountered fill soils consisted primarily of medium dense, poorly graded gravel with varying amounts of sand and silt; and loose to medium dense, gravel with varying amounts of clay and sand.

To evaluate the existing CIP and soldier pile retaining walls, we recommend using estimated lateral earth pressure values provided below. These values are based on our observation of the on-site soils and do not consider the presence of groundwater.

For passive resistance to lateral loads, we recommend a passive lateral earth pressure of 350 psf per foot of depth up to a value of 3,500 psf. These values do not include a factor of safety. We recommend that the upper 12 inches of soil not protected by pavement or a concrete slab be neglected when calculating passive resistance. The passive lateral earth pressure may be increased by one-third when considering loads of short duration such as wind or seismic forces.

For active and at-rest lateral earth pressures, we recommend equivalent fluid pressures of 38 pcf and 59 pcf, respectively. In addition, for seismic active lateral earth pressures, an additional equivalent fluid pressure of 10 pcf should be added to the static active equivalent fluid pressure provided herein. These values do not include a factor of safety.

For frictional resistance to lateral loads, we recommend that a coefficient of friction of 0.60 be used between soil/soil contacts. A coefficient of friction of 0.39 may be used between soil and concrete contacts. Passive and frictional resistances may be used in combination, provided the passive resistance does not exceed one-half of the total allowable resistance.

4.3.2 Bearing Soil (Native)

Native soil was encountered below the fill to the total depth of our exploratory boring. The encountered native soils consisted primarily of very dense, clayey gravel; loose to very dense sand with varying amounts of clay and gravel; and stiff to very stiff, lean clay with varying amounts of sand and gravel. The encountered native soils were generally moist to wet.

To evaluate the existing CIP retaining wall foundation, we recommend utilizing an allowable bearing capacity of 2,200 pounds per square foot (psf). This value is based on our observation of the on-site soils and does not consider the presence of groundwater. We have also assumed that the retaining wall footing is embedded 3 feet or more below adjacent finished grade. This bearing capacity value includes a factor of safety of 2.5.

4.4 Laboratory Testing

Laboratory tests were performed on representative samples of soil and concrete cores obtained from the exploratory borings. Results of these tests are summarized in the following table and presented in Appendix B and Appendix C.

Table 2 – Summary of Laboratory Test Results		
Test Type	Test Results	Remarks
In-Place Moisture Content	4.3 to 17.3 percent	--
In-Place Dry Density	76.3 to 127.2 pcf	--
Atterberg Limits		
Liquid Limit	29 and 47	
Plastic Limit	16 and 17	
Plasticity Index	13 and 30	Low plasticity
Unconfined Compressive Strength	PSI	
C-1	5,440	
C-3	5,950	
C-7	4,540	--
Water-Soluble Chloride	Percent:	Corrosion Risk to Reinforcement:
C-2, Top	0.005	Low
C-2, Middle	0.003	Low
C-4, Middle	<0.003	Low
C-4, Bottom	<0.003	Low
C-5, Top	0.314	Low
C-5, Middle	0.007	Low
C-6, Inside of Wall	0.523	Medium
C-6, Outside of Wall	0.943	Medium to High
C-8, Middle	0.006	Low
C-8, Bottom	0.006	Low
1SCeiling, Spalled Fragment	0.593	Medium
2SCeiling, Spalled Fragment	0.953	Medium to High

4.5 Groundwater

Groundwater was encountered in our boring at a depth of approximately 35 feet at the time of drilling. Groundwater levels are influenced by seasonal factors, variations in ground surface topography, precipitation, irrigation practices, soil/rock types, groundwater pumping, and other factors and are subject to fluctuations. Evaluation of factors associated with groundwater fluctuations was beyond the scope of this study.

5 OBSERVATIONS AND MEASUREMENTS

On March 22, 25, and 26, 2024, and April 8, 2024, Ninyo & Moore personnel documented conditions and took various measurements associated with a CIP concrete retaining wall and a soldier pile retaining wall associated with the parking structure. We also documented general conditions associated with the parking structure. The following subsections describe our observations and measurements.

5.1 Cast-in-Place (CIP) Concrete Retaining Wall

A CIP concrete retaining wall extends along Marsac Avenue on the east side of the China Bridge Parking Garage facility. This retaining wall retains up to approximately 13 feet of soil supporting a slab-on-grade parking area near the City Hall entrance. At the top, the wall was measured at 12 inches wide. The following provide a summary of our observations and measurements associated with this retaining wall.

- Several cracks up to 1/8-inch wide were noted in this concrete retaining wall. Facing the exposed retaining wall, the observed cracks were generally orientated extending from the upper left to the lower right.
- A few minor areas of moisture staining and efflorescence, a build-up of white and gray mineral deposits, were noted in small areas along the retaining wall.
- A plumb line was attached to the top of the retaining wall at the north end (high end) of the retaining wall. The wall is up to approximately 13 feet tall at this high end. A deflection of 6 inches from plumb was measured at the base of the wall, indicating outward rotation. At mid-height of the wall, a deflection and outward rotation of approximately 3-1/4 inches was measured.
- A crack gauge was affixed to the top of the retaining wall across a joint with an adjacent structure wall that does not appear to have moved. The crack gauge is located at a point where the greatest amount of previous movement has been observed. It is anticipated that the crack gauge will be monitored in the future in order to measure additional movement of the wall.
- Based on GPR and pachometer scans of the wall, horizontal and vertical reinforcement is anticipated to consist of #9 or #10 rebar nominally spaced at 12 inches on center horizontally and 6 inches on center vertically. The following table provides a summary of measured spacing and approximate depth of reinforcement.

Table 3 – Steel Reinforcement Measurements, CIP Concrete Retaining Wall

Location	Spacing (inches on center)	Depth from Exposed Face of Wall (inches)
North Portion, East Face		
Horizontal Reinforcement	10 to 11	8.4
Vertical Reinforcement	5 to 7.5	9.8
Central Portion, East Face		
Horizontal Reinforcement	9 to 12	8.4
Vertical Reinforcement	6.5 to 11	9.4
Top Side, Upper West Face		
Horizontal Reinforcement	--*	--*
Vertical Reinforcement	6	2.6

*Note: Wall was not tall enough to allow for detection.

5.2 Soldier Pile Retaining Wall

A soldier pile retaining wall (beam and lag) is located along the east side of the north portion of parking garage structure. The soldier pile wall retains up to approximately 35 feet of soil on the north end, tapering to approximately 25 feet on the south end. The soldier piles, which consist of steel H-piles, are reinforced laterally by rows of battered tie-back anchors spaced vertically roughly every 8 feet along the length of each of the piles. The tie-backs appeared to be grouted. Lagging for this wall consists of lumber. The following provide a summary of our observations and measurements associated with this retaining wall.

- Significant rusting, scaling, and corrosion of the soldier piles and tie-back anchor ends were observed along the wall. The observed corrosion appeared to be primarily surficial and no evidence of significant section loss was noted on the observable portions of the soldier piles and tie-back anchor ends.
- Evidence of on-going and likely long-term infiltration of moisture was observed along the wall. Areas of moisture staining, a few limited areas of flowing free moisture, efflorescence, and moist to wet soils at the base of the wall in a few spots were noted. Likely sources of this moisture include melting snow and drainage from areas above the positive side of the retaining wall.
- Measurements of tilt with respect to plumb were taken at vertical intervals along several of the soldier piles along the retaining wall. These measurements were taken on the exposed flange of the pile on the negative side of the wall using a digital protractor with a precision of 1/100th of a degree. Readings were taken near each tie-back anchor and roughly between tie-back anchors up to a height of approximately 25 feet on the negative side of the retaining wall. The locations of the measurements were marked with a grease pen so that follow-up, comparative measurements can be taken at a later date, if needed. A summary of the results of our measurements is provided in the following table:

Table 4 – Summary of Soldier Pile Wall Tilt Measurements (degrees)

Location	Pile No. 5	Pile No. 8	Pile No. 11	Pile No. 16	Pile No. 19	Pile No. 23
Intermediate 1	-1.01	-0.67	--	+0.54	-0.05	+0.52
Tie-Back Row 1	-1.21	-0.48	-0.17	+1.33	--	+0.38
Intermediate 2	-1.45	-0.43	-0.27	+0.30	-0.12	+0.60
Tie-Back Row 2	-1.60	-1.26	-0.40	+0.46	-0.02	+0.01
Intermediate 3	-1.01	-0.86	-0.31	+0.30	--	+0.58
Tie-Back Row 3	-1.18	-0.50	-0.14	--	--	+0.42

Notes: Pile numbering starting from north end.

Positive (+) measurements indicate pile tilt toward positive side of retaining wall (into retained backfill) and negative (-) measurements indicate pile tilt toward negative side of retaining wall (away from the retained soil).

- Moisture content measurements were taken from wood lagging along the length of the soldier pile wall at a height of approximately 4 to 5 feet above grade. A hand-held moisture meter device was used to take these measurements on the negative side of the wall. It should be noted that this device does not report moisture contents greater than approximately 50 percent. Accordingly, moisture contents recorded as 50 percent are likely higher than what is indicated in the table below. A summary of our measurements is provided in the following table:

Table 5 – Summary of Soldier Pile Wall Moisture Content Measurements

Location	Moisture Content (percent)
Pile 1 – Right Side	34.5
Pile 1 – Pile 2 Intermediate	21.1
Pile 2 – Left Side	50.0
Pile 2 – Right Side	50.0
Pile 2 – Pile 3 Intermediate	50.0
Pile 3 – Left Side	50.0
Pile 3 – Right Side	50.0
Pile 3 – Pile 4 Intermediate	50.0
Pile 4 – Left Side	50.0
Pile 4 – Right Side	50.0
Pile 4 – Pile 5 Intermediate	50.0
Pile 5 – Left Side	33.8
Pile 5 – Right Side	45.6
Pile 5 – Pile 6 Intermediate	22.8
Pile 6 – Left Side	34.7
Pile 6 – Right Side	43.1
Pile 6 – Pile 7 Intermediate	25.6
Pile 7 – Left Side	50.0
Pile 7 – Right Side	50.0
Pile 7 – Pile 8 Intermediate	43.1
Pile 8 – Left Side	50.0
Pile 9 – Right Side	50.0
Pile 8 – Pile 9 Intermediate	35.4

Table 5 – Summary of Soldier Pile Wall Moisture Content Measurements

Location	Moisture Content (percent)
Pile 9 – Left Side	34.9
Pile 9 – Right Side	33.8
Pile 9 – Pile 10 Intermediate	37.9
Pile 10 – Left Side	50.0
Pile 10 – Right Side	50.0
Pile 10 – Pile 11 Intermediate	44.8
Pile 11 – Left Side	50.0
Pile 11 – Right Side	50.0
Pile 11 – Pile 12 Intermediate	37.8
Pile 12 – Left Side	24.0
Pile 12 – Right Side	32.9
Pile 12 – Pile 13 Intermediate	24.2
Pile 13 – Left Side	50.0
Pile 13 – Right Side	50.0
Pile 13 – Pile 14 Intermediate	31.0
Pile 14 – Left Side	50.0
Pile 14 – Right Side	23.4
Pile 14 – Pile 15 Intermediate	50.0
Pile 15 – Left Side	50.0
Pile 15 – Right Side	50.0
Pile 15 – Pile 16 Intermediate	50.0
Pile 16 – Left Side	50.0
Pile 16 – Right Side	50.0
Pile 16 – Pile 17 Intermediate	50.0
Pile 17 – Left Side	50.0
Pile 17 – Right Side	50.0
Pile 17 – Pile 18 Intermediate	50.0
Pile 18 – Left Side	50.0
Pile 18 – Right Side	50.0
Pile 18 – Pile 19 Intermediate	39.8
Pile 19 – Left Side	50.0
Pile 19 – Right Side	50.0
Pile 19 – Pile 20 Intermediate	30.0
Pile 20 – Left Side	50.0
Pile 20 – Right Side	50.0
Pile 20 – Pile 21 Intermediate	50.0
Pile 21 – Left Side	50.0
Pile 21 – Right Side	50.0
Pile 21 – Pile 22 Intermediate	50.0
Pile 22 – Left Side	50.0
Pile 22 – Right Side	50.0
Pile 22 – Pile 23 Intermediate	11.0
Pile 23 – Left Side	50.0
Pile 23 – Right Side	50.0

Table 5 – Summary of Soldier Pile Wall Moisture Content Measurements

Location	Moisture Content (percent)
Pile 23 – Pile 24 Intermediate	12.4
Pile 24 – Left Side	50.0
Pile 24 – Right Side	50.0
Pile 24 – Pile 25 Intermediate	24.9
Pile 25 – Left Side	50.0
Pile 25 – Right Side	50.0
Pile 25 – Pile 26 Intermediate	--
Pile 26 – Left Side	50.0
Pile 26 – Right Side	50.0
Pile 26 – Pile 27 Intermediate	--
Pile 27 – Left Side	50.0

Notes: Pile numbering starting from north end.

The moisture meter used for this survey does not report moisture contents greater than approximately 50 percent. Therefore, moisture contents recorded as 50 percent are generally anticipated to be higher 50 percent.

- Several minor structural cracks were observed in the concrete cap beam extending along the length of the retaining wall and connecting the tops of the soldier piles. These cracks were generally coincident with the tops of the piles, which extended into the bottom of the beam. The cracks appeared to extend through the cross-section of the cap beam. No other considerable intrinsic or structural cracks or separations were observed in the cap beam. Some water staining and efflorescence were noted on the cap beam, but no significant areas of concrete degradation or deterioration were observed. The cap beam appears to be in relatively good condition.
- Along its length, the cap beam supports a relatively small span of steel pan decking and a portion of the overlying concrete-paved parking area above the retaining wall. Numerous portions of the steel pan decking were highly rusted and corroded.

5.3 North Parking Structure

The following provide a summary of our observations associated with the North Parking Structure:

- The stairwell wall where Core C-6 was taken showed signs of significant degradation and damage on both sides. The damage included significant spalling, cracking, exposed aggregates, and efflorescence. Similar degradation and damage to other concrete structures, particularly in stairwell areas, was also observed in other areas of the parking garage.
- Areas of concrete spalling and efflorescence were observed on the walls of the west stairwell on decks 1N and 2N.
- Grout from two post-tensioned tendon end pockets were removed and inspected from the northern portion of the structure. The tendons appeared to be under tension and in good condition. These pockets were patched with a non-shrink construction gout.
- Ponding water was observed on the parking decks.

5.4 South Parking Structure

The following provide a summary of our observations associated with the South Parking Structure:

- A portion of a post-tension tendon approximately 2 to 3 feet long was observed hanging from the ceiling of parking deck 3S in the southwest corner of the structure. The grout was removed from the end pocket of this failed tendon on the west end. The west end of the tendon was observed to be securely anchored inside the pocket.
- Grout was removed from the end pockets of two post-tensioned tendons in the area of a failed tendon. The tendons were observed to be in good condition. Tendon pockets were patched with a non-shrink construction grout.
- Areas of spalled concrete and efflorescence were observed on the ceiling of decks 1S and 2S, as well as in stairwells and other areas of the parking garage.
- Ponding water was observed on the parking decks.
- Water staining from runoff from the ceiling to the floor was observed on the eastern walls of parking decks 1S and 2S.

6 FINDINGS AND CONCLUSIONS

CIP Retaining Wall

Based on our findings and observations, it is our opinion that outward rotational movement of the CIP retaining wall is indicative of global rotational failure, including possible rotation of the foundation and potential bearing failure. Excessive movement of this wall does not appear to be due to structural bending of the exposed portion of the wall. Our opinion is based on our deflection measurements and the relatively intact condition of the retaining wall.

For design and evaluation purposes associated with the CIP retaining wall, we recommend that horizontal reinforcement be considered to be #9 rebar spaced at 12 inches on-center and centered approximately 8-1/2 inches from the exposed face of the wall. For vertical reinforcement, we recommend considering #9 rebar spaced at 6 inches on-center and centered approximately 9-1/2 inches from the exposed face of the wall. Foundation bearing capacity, lateral earth pressures, and sliding coefficients should be as indicated in Sections 4.3.1 and 4.3.2. Temporary remediation of this wall may include installation of grouted tie-backs and/or deadman anchors. These would serve to arrest continued movement of the wall, but would not be effective in restoring the wall to plumb or in alleviating bearing failure, to the extent it has occurred.

Soldier Pile Retaining Wall

Based on our measurements and observations, it is our opinion that movement of the soldier pile wall has been relatively minimal since it was originally constructed. Our opinion is based primarily on our vertical deflection measurements, which indicate relatively uniform out-of-plumb deflections along each of the individual piles measured. In addition, the relatively uniform deflections were

measured toward both the positive and negative sides of the wall, depending on the pile. These conditions indicate that observed deflections are likely associated with as-constructed conditions, and are not necessarily the result of post-construction movements.

Several minor structural cracks were observed in the concrete cap beam extending along the length of the top of the retaining wall. These were generally coincident with the top of each pile. No other considerable intrinsic or structural cracks were observed. In addition, no significant, observable deflections were noted in the cap beam. Some water staining and efflorescence were noted on the cap beam, but no significant areas of concrete degradation or deterioration were observed. The cap beam appears to be in relatively good condition.

Severe rusting, scaling, and corrosion of the soldier piles and tie-back anchor ends were observed. In addition, significant portions of the steel pan decking supported by the cap beam were highly rusted and corroded.

Evidence of on-going and likely long-term infiltration of moisture through the wall was observed. Areas of moisture staining on the piles and lagging, efflorescence, a few limited areas of flowing free moisture, and moist to wet soils at the base of the wall were observed. In addition, elevated moisture contents were measured in the wood lagging along the length of the soldier pile wall. Measured moisture levels were generally 50 percent or higher in the lagging.

Concrete Conditions

Significant concrete spalling, cracking, and areas of exposed aggregates were observed in several locations in the parking garage, particularly in stairwells. Areas of spalled concrete were also observed on the deck ceilings in the south portion of the garage. The results of our concrete compressive strength tests generally indicate adequate concrete strengths.

The results of our water-soluble chloride testing performed on concrete core and spalled concrete samples indicate low to high corrosion exposure levels with respect to steel reinforcement. Test results indicating relatively high chloride contents appeared to correspond to areas where significant concrete degradation and distress were observed, such as the stairwell wall (Core C-6) and deck ceiling (spalled concrete fragments). Historically, the general practice in the industry has been to consider corrosion risks to steel reinforcement due to water-soluble chloride contents in concrete as the following:

- Low for chloride contents less than 0.4 percent.
- Medium for chloride contents between 0.4 percent and 1.0 percent
- High for chloride contents over 1.0 percent

However, based on ACI 318-95, a water-soluble chloride content threshold of 0.06 percent is appropriate for prestressed (pretensioned or post-tensioned) concrete and a threshold of 0.15 percent is appropriate for reinforced concrete. Accordingly, it is our opinion that chloride contents in the concrete of the parking structure should be considered excessive based on the five tested samples that had more than 0.06 percent water-soluble chlorides.

Likely Moisture Sources

Indications of concentrated moisture and salts were observed at several locations in the parking garage. These included areas of moisture staining and efflorescence on concrete structures, a few limited areas of flowing free moisture on the soldier pile retaining wall, and moist to wet soils at the base of the soldier pile wall. Based on our observations, it is our opinion that likely sources of excess moisture and elevated corrosive salts, including chlorides, are primarily melting snow and de-icing salts present in the garage, including snow and de-icing salts that are transported into the parking garage by vehicles.

7 LIMITATIONS

The field evaluation, laboratory testing, and geotechnical analyses presented in this report have been conducted in general accordance with current practice and the standard of care exercised by geotechnical consultants performing similar tasks in the project area. No warranty, expressed or implied, is made regarding the conclusions, recommendations, and opinions presented in this report. There is no evaluation detailed enough to reveal every subsurface condition. Variations may exist and conditions not observed or described in this report may be encountered during construction. Uncertainties relative to subsurface conditions can be reduced through additional subsurface exploration. Additional subsurface evaluation will be performed upon request. Our evaluation was limited to assessment of the geotechnical aspects of the project, and did not include evaluation of structural issues, environmental concerns, or the presence of hazardous materials.

This document is intended to be used only in its entirety. No portion of the document, by itself, is designed to completely represent any aspect of the project described herein. Ninyo & Moore should be contacted if the reader requires additional information or has questions regarding the content, interpretations presented, or completeness of this document.

This report is intended for repair purposes only. It does not provide sufficient data to prepare an accurate bid by contractors. It is suggested that the bidders and their geotechnical consultant perform an independent evaluation of the subsurface conditions in the project areas. The independent evaluations may include, but not be limited to, review of other geotechnical reports

prepared for the adjacent areas, site reconnaissance, and additional exploration and laboratory testing.

Our conclusions, recommendations, and opinions are based on an analysis of the observed site conditions. If geotechnical conditions different from those described in this report are encountered, our office should be notified and additional recommendations, if warranted, will be provided upon request. The conditions of a site could change with time as a result of natural processes or the activities of man at the subject site or nearby sites. Changes to the applicable laws, regulations, codes, and standards of practice may occur due to government action or the broadening of knowledge. The findings of this report may, therefore, be invalidated over time, in part or in whole, by changes over which Ninyo & Moore has no control.

This report is intended exclusively for use by the client. Any use or reuse of the findings, conclusions, and/or recommendations of this report by parties other than the client is undertaken at said parties' sole risk.

8 REFERENCES

Bsumek Mu and Associates, 1986, China Bridge Parking Structure Engineering Plans, dated July 3.

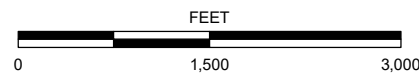
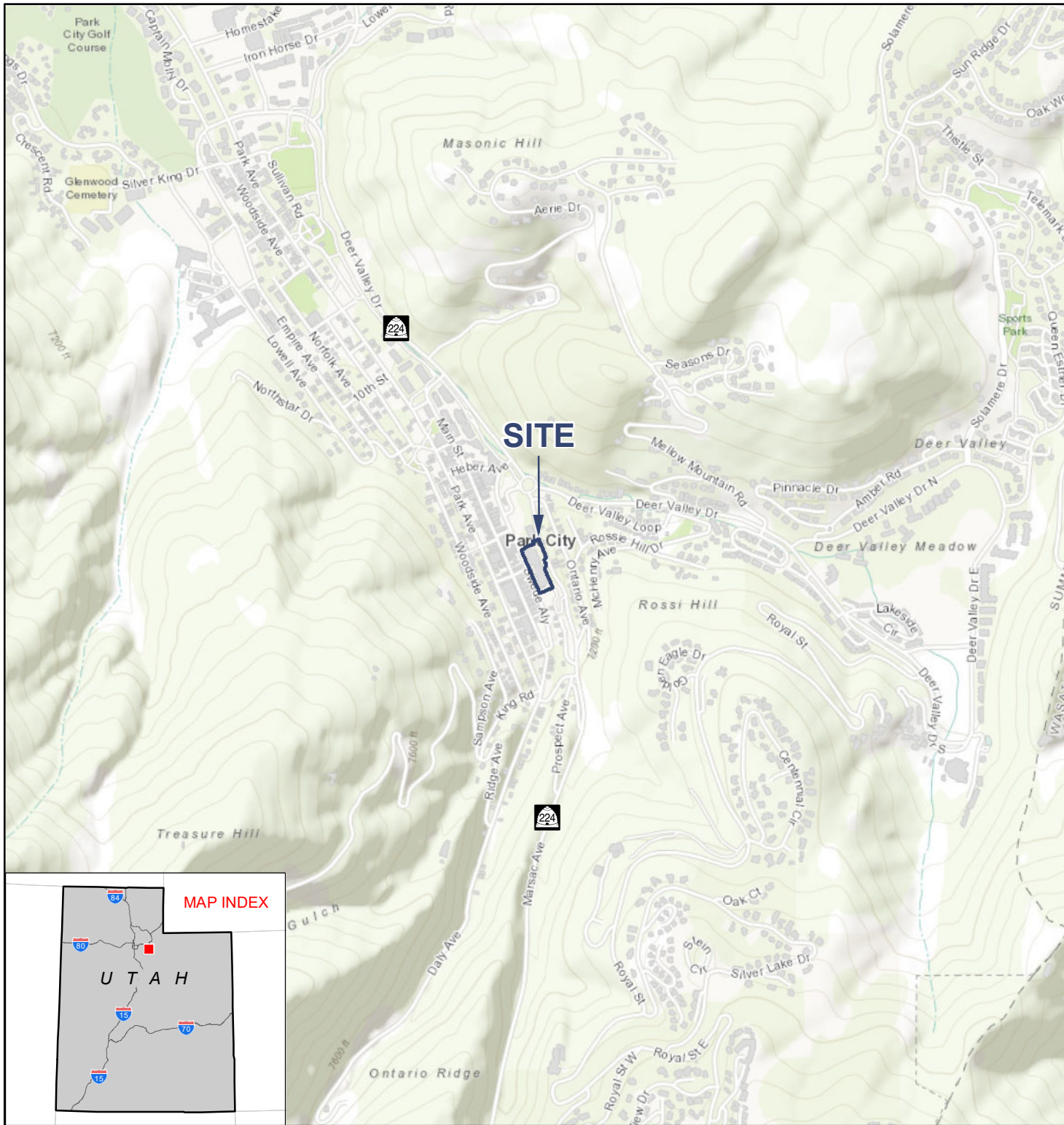
FFKR Architects, 2005, China Bridge Parking Expansion, Park City, Utah, Construction Documents, dated March 23.

Google Earth Website, Aerial photographs of the Park City area, Utah: <http://earth.google.com> accessed on March 25, 2024.

Ninyo & Moore proprietary in-house data.



FIGURES



NOTE: DIRECTIONS, DIMENSIONS AND LOCATIONS ARE APPROXIMATE. | SOURCE: ESRI WORLD TOPO, 2024

FIGURE 1

SITE LOCATION

CHINA BRIDGE PARKING GARAGE
420 SWEDE ALLEY, PARK CITY, UTAH

800353001 | 5/24



LEGEND

-  **B-1** HAND AUGER BORING
TD=40.9 TD=TOTAL DEPTH IN FEET
-  **C-3** CONCRETE CORE
-  PROJECT SITE BOUNDARY

NOTE: DIRECTIONS, DIMENSIONS AND LOCATIONS ARE APPROXIMATE. | SOURCE: GOOGLE EARTH, 2024

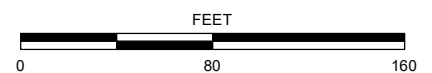
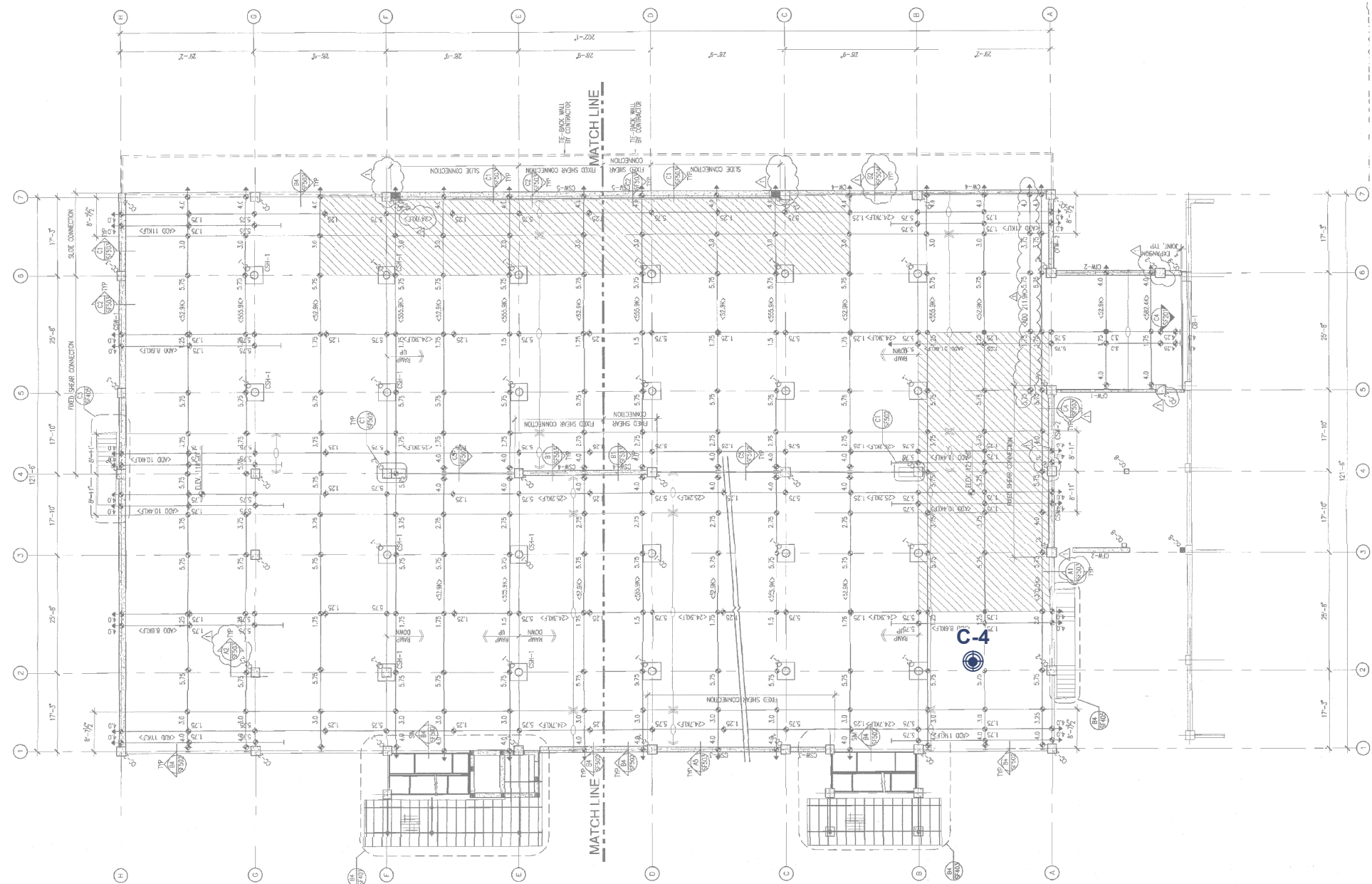


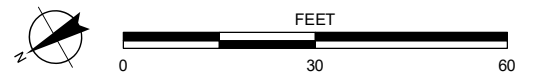
FIGURE 2

LEGEND

 **C-4** CONCRETE CORE



NOTE: DIRECTIONS, DIMENSIONS AND LOCATIONS ARE APPROXIMATE. | REFERENCE: CONCRETE FRAMING PLAN - FFKR ARCHITECTS, DATED: 4.05.2005



4_800353001_CL_D3S.mxd 4/10/2024 JDL



LEGEND

 **C-5** CONCRETE CORE

NOTE: DIRECTIONS, DIMENSIONS AND LOCATIONS ARE APPROXIMATE. | REFERENCE: PARKING STRUCTURE PLAN - BSUMEK MU AND ASSOCIATES CONSULTING ENGINEERS, DATED: 6-11-1986

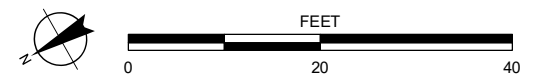


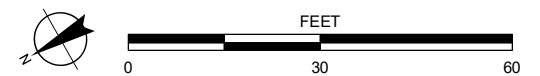
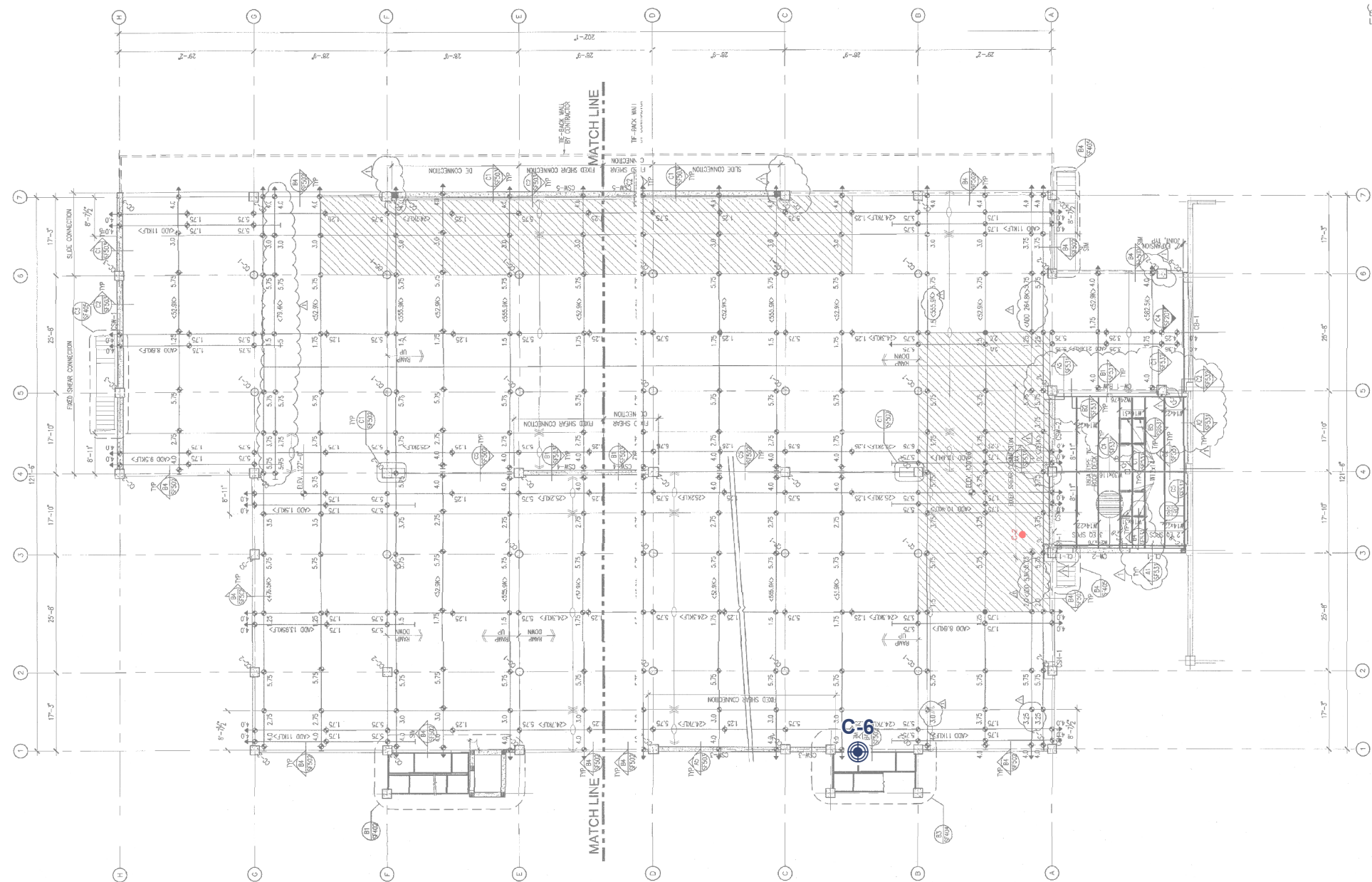
FIGURE 4

CORE LOCATIONS - DECK 3 SOUTH STRUCTURE

CHINA BRIDGE PARKING GARAGE
420 SWEDE ALLEY, PARK CITY, UTAH

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CORE LOCATIONS - DECK 2 NORTH STRUCTURE

CHINA BRIDGE PARKING GARAGE
420 SWEDE ALLEY, PARK CITY, UTAH

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APPENDIX A

Boring Log

APPENDIX A

BORING LOG

Field Procedure for the Collection of Disturbed Soil Samples

Disturbed soil samples were obtained in the field using the following methods.

Bulk Soil Samples

Bulk samples of representative earth materials were obtained from the exploratory borings. The samples were bagged and transported to the laboratory for testing.

The Standard Penetration Test (SPT) Sampler

Disturbed drive samples of earth materials were obtained by means of a Standard Penetration Test sampler. The sampler is composed of a split barrel with an external diameter of 2 inches and an unlined internal diameter of 1-3/8 inches. In general accordance with ASTM D1586, the sampler was driven into the ground with a 140-pound hammer free-falling from a height of 30 inches and the number of blows recorded on the boring logs as an index to the relative resistance of the materials sampled. Soil samples were observed and removed from the sampler, bagged, sealed, and transported to the laboratory for testing.

Field Procedure for the Collection of Relatively Undisturbed Samples

Relatively undisturbed soil samples were obtained in the field using a modified split barrel drive sampler. The sampler, with an external diameter of 3.0 inches, was lined with 1-inch-long, thin, brass rings with inside diameters of 2.4 inches. In general accordance with ASTM D3550, the sampler was driven into the ground with a 140-pound hammer free-falling from a height of 30 inches and the number of blows recorded on the boring logs as an index to the relative resistance of the materials sampled. The samples were removed from the sample barrel in the brass rings, sealed, and transported to the laboratory for testing.

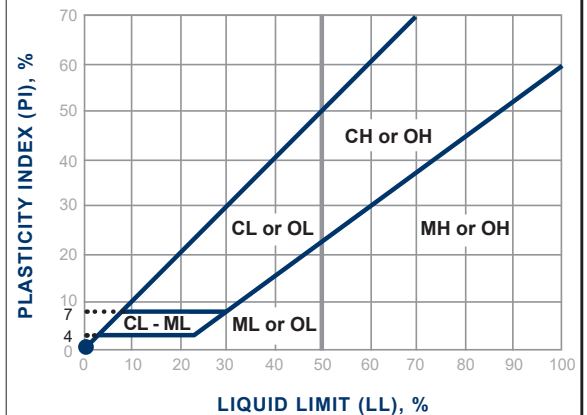
Soil Classification Chart Per ASTM D 2488

Primary Divisions			Secondary Divisions	
			Group Symbol	Group Name
COARSE-GRAINED SOILS more than 50% retained on No. 200 sieve	GRAVEL more than 50% of coarse fraction retained on No. 4 sieve	CLEAN GRAVEL less than 5% fines		GW well-graded GRAVEL
				GP poorly graded GRAVEL
		GRAVEL with DUAL CLASSIFICATIONS 5% to 12% fines		GW-GM well-graded GRAVEL with silt
				GP-GM poorly graded GRAVEL with silt
				GW-GC well-graded GRAVEL with clay
				GP-GC poorly graded GRAVEL with clay
		GRAVEL with FINES more than 12% fines		GM silty GRAVEL
				GC clayey GRAVEL
				GC-GM silty, clayey GRAVEL
	SAND 50% or more of coarse fraction passes No. 4 sieve	CLEAN SAND less than 5% fines		SW well-graded SAND
				SP poorly graded SAND
		SAND with DUAL CLASSIFICATIONS 5% to 12% fines		SW-SM well-graded SAND with silt
				SP-SM poorly graded SAND with silt
				SW-SC well-graded SAND with clay
				SP-SC poorly graded SAND with clay
		SAND with FINES more than 12% fines		SM silty SAND
				SC clayey SAND
				SC-SM silty, clayey SAND
FINE-GRAINED SOILS 50% or more passes No. 200 sieve	SILT and CLAY liquid limit less than 50%	INORGANIC		CL lean CLAY
				ML SILT
				CL-ML silty CLAY
		ORGANIC		OL (PI > 4) organic CLAY
				OL (PI < 4) organic SILT
	SILT and CLAY liquid limit 50% or more	INORGANIC		CH fat CLAY
				MH elastic SILT
		ORGANIC		OH (plots on or above "A"-line) organic CLAY
				OH (plots below "A"-line) organic SILT
		Highly Organic Soils		PT Peat

Grain Size

Description		Sieve Size	Grain Size	Approximate Size
Boulders		> 12"	> 12"	Larger than basketball-sized
Cobbles		3 - 12"	3 - 12"	Fist-sized to basketball-sized
Gravel	Coarse	3/4 - 3"	3/4 - 3"	Thumb-sized to fist-sized
	Fine	#4 - 3/4"	0.19 - 0.75"	Pea-sized to thumb-sized
Sand	Coarse	#10 - #4	0.075 - 0.19"	Rock-salt-sized to pea-sized
	Medium	#40 - #10	0.017 - 0.075"	Sugar-sized to rock-salt-sized
	Fine	#200 - #40	0.0029 - 0.017"	Flour-sized to sugar-sized
Fines		Passing #200	< 0.0029"	Flour-sized and smaller

Plasticity Chart



Apparent Density - Coarse-Grained Soil

Apparent Density	Spooling Cable or Cathead		Automatic Trip Hammer	
	SPT (blows/foot)	Modified Split Barrel (blows/foot)	SPT (blows/foot)	Modified Split Barrel (blows/foot)
Very Loose	≤ 4	≤ 8	≤ 3	≤ 5
Loose	5 - 10	9 - 21	4 - 7	6 - 14
Medium Dense	11 - 30	22 - 63	8 - 20	15 - 42
Dense	31 - 50	64 - 105	21 - 33	43 - 70
Very Dense	> 50	> 105	> 33	> 70

Consistency - Fine-Grained Soil

Consistency	Spooling Cable or Cathead		Automatic Trip Hammer	
	SPT (blows/foot)	Modified Split Barrel (blows/foot)	SPT (blows/foot)	Modified Split Barrel (blows/foot)
Very Soft	< 2	< 3	< 1	< 2
Soft	2 - 4	3 - 5	1 - 3	2 - 3
Firm	5 - 8	6 - 10	4 - 5	4 - 6
Stiff	9 - 15	11 - 20	6 - 10	7 - 13
Very Stiff	16 - 30	21 - 39	11 - 20	14 - 26
Hard	> 30	> 39	> 20	> 26

BORING LOG EXPLANATION SHEET

DEPTH (feet)	Bulk Driven SAMPLES	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	
0							Bulk sample.
							Modified split-barrel drive sampler.
							No recovery with modified split-barrel drive sampler.
							Sample retained by others.
							Standard Penetration Test (SPT).
5							No recovery with a SPT.
		XX/XX					Shelby tube sample. Distance pushed in inches/length of sample recovered in inches.
							No recovery with Shelby tube sampler.
							Continuous Push Sample.
10							Seepage.
							Groundwater encountered during drilling.
							Groundwater measured after drilling.
						SM	MAJOR MATERIAL TYPE (SOIL):
							Solid line denotes unit change.
						CL	Dashed line denotes material change.
15							Attitudes: Strike/Dip b: Bedding c: Contact j: Joint f: Fracture F: Fault cs: Clay Seam s: Shear bss: Basal Slide Surface sf: Shear Fracture sz: Shear Zone sbs: Shear Bedding Surface
20							The total depth line is a solid line that is drawn at the bottom of the boring.

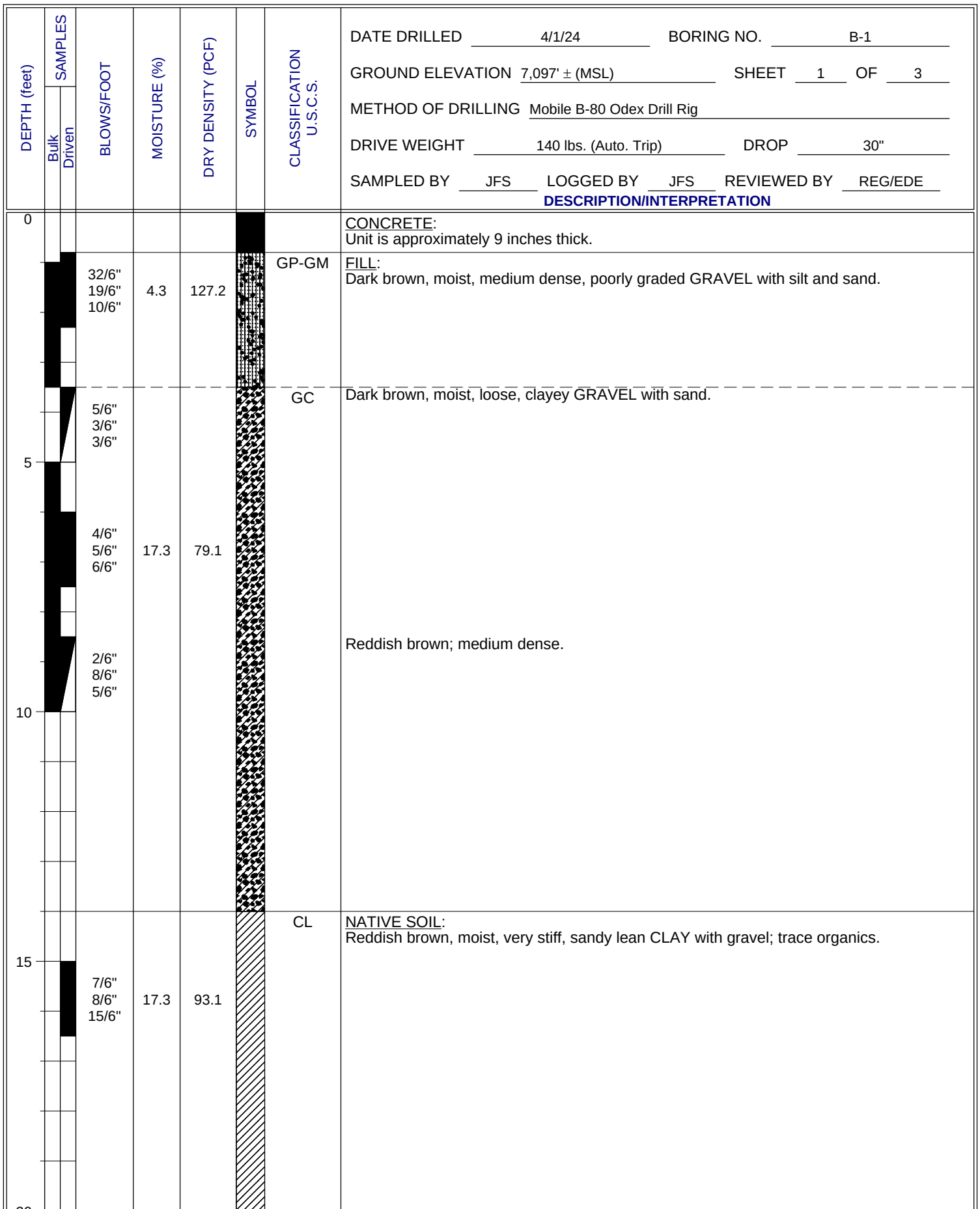


FIGURE A- 1

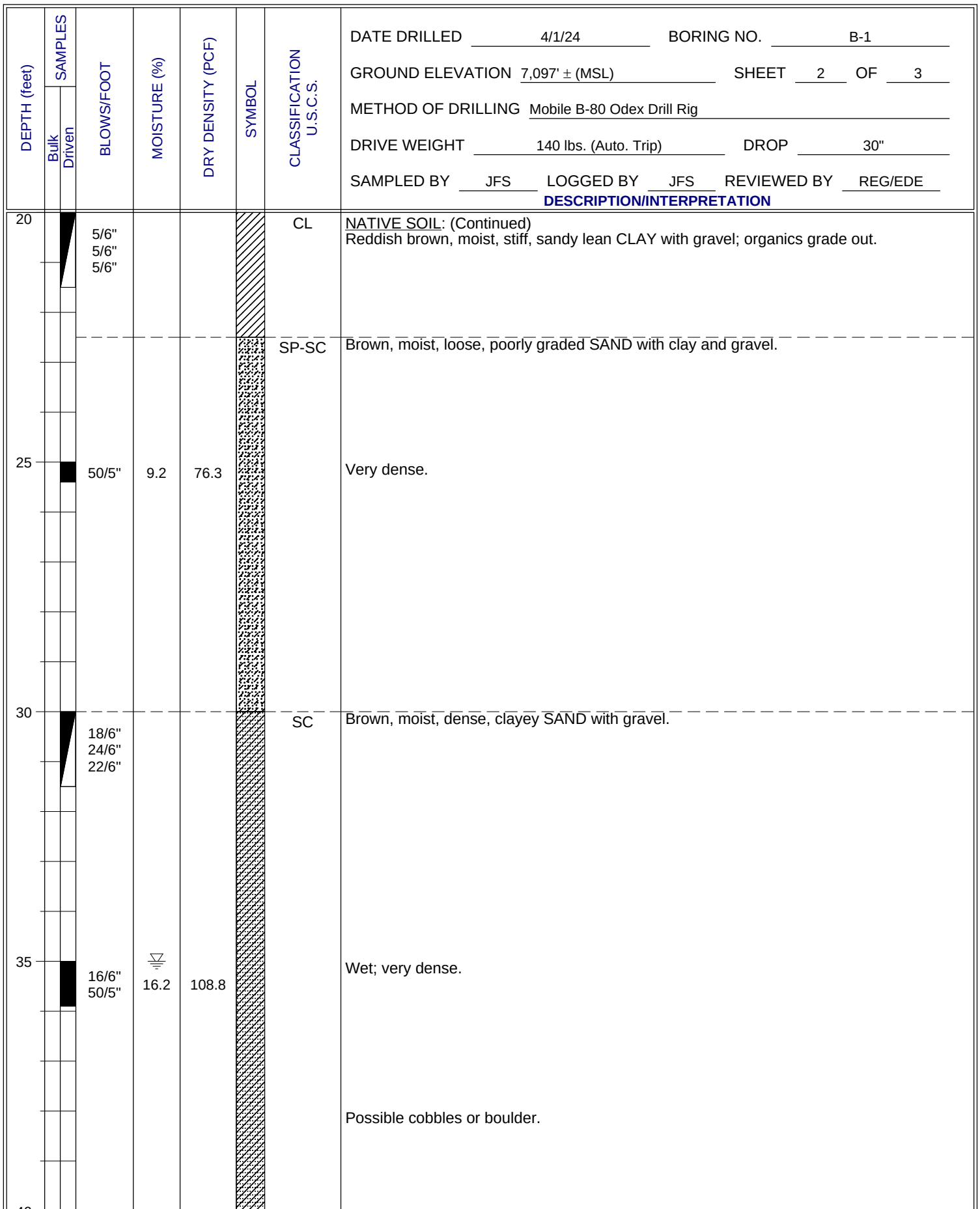


FIGURE A- 2

DEPTH (feet)	SAMPLES		BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DATE DRILLED <u>4/1/24</u> BORING NO. <u>B-1</u> GROUND ELEVATION <u>7,097' ± (MSL)</u> SHEET <u>3</u> OF <u>3</u> METHOD OF DRILLING <u>Mobile B-80 Odex Drill Rig</u> DRIVE WEIGHT <u>140 lbs. (Auto. Trip)</u> DROP <u>30"</u> SAMPLED BY <u>JFS</u> LOGGED BY <u>JFS</u> REVIEWED BY <u>REG/EDE</u> DESCRIPTION/INTERPRETATION	
	Bulk	Driven							
40			22/6" 50/5"				GC	<u>NATIVE SOIL: (Continued)</u> Brown, wet, very dense, clayey GRAVEL with sand. Total Depth = 40.9 feet. Groundwater was encountered at a depth of approximately 35.0 feet during drilling. Backfilled and patched on 4/1/24. <u>Notes:</u> Groundwater may rise to a level higher than that measured in borehole due to seasonal variations in precipitation and several other factors as discussed in the report. The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.	
45									
50									
55									
60									

FIGURE A- 3



APPENDIX B

Laboratory Test Results

APPENDIX B

LABORATORY TEST RESULTS

Classification

Soils were visually and texturally classified in accordance with the Unified Soil Classification System (USCS) in general accordance with ASTM D2488. Soil classifications are indicated on the logs of the exploratory borings in Appendix A.

In-Place Moisture and Density

The moisture content and dry density of relatively undisturbed samples obtained from the exploratory excavations were evaluated in general accordance with ASTM D2937. The test results are presented on the logs of the exploratory excavations in Appendix A.

Gradation Analysis

Gradation analysis tests were performed on selected representative soil samples in general accordance with ASTM D7928, C117, and C136. These test results were utilized in evaluating the soil classifications in accordance with the USCS. The grain-size distribution curves are shown on Figure B-1 and Figure B-2.

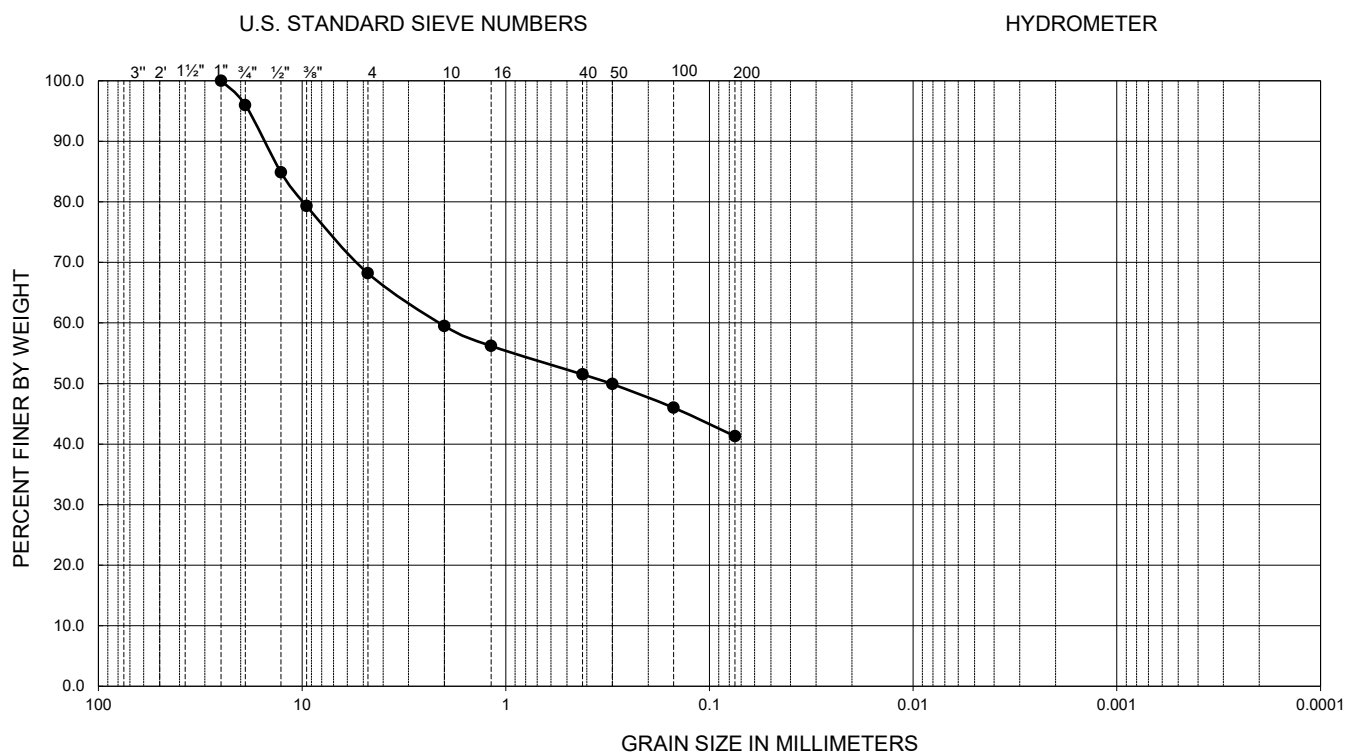
Atterberg Limits

Tests were performed on selected representative soil samples to evaluate the liquid limit, plastic limit, and plasticity index in general accordance with ASTM D4318. These test results were utilized to evaluate soil classification in accordance with the USCS. The test results and classifications are shown on Figure B-3.

Concrete Core Testing

Drilled concrete core sampling procedures, measurements, and compressive strength testing were performed in general accordance with ASTM C42, ASTM C174M, and ASTM C39, respectively. The results of the tests are summarized on Figure B-4.

GRAVEL		SAND			FINES	
Coarse	Fine	Coarse	Medium	Fine	SILT	CLAY



Symbol	Sample Location	Depth (ft)	Liquid Limit	Plastic Limit	Plasticity Index	D ₁₀	D ₃₀	D ₆₀	C _u	C _c	Passing No. 200 (%)	USCS
●	B-1	6.0-7.5	47	17	30	--	--	2.10	--	--	41.3	GC

Material Percent by Weight			Soil Type	
Gravel	Sand	Fines	Clayey GRAVEL with sand	
31.8	26.9	41.3		
PERFORMED IN GENERAL ACCORDANCE WITH ASTM D7928, C136, and C117			Moisture Content	
			17.3%	

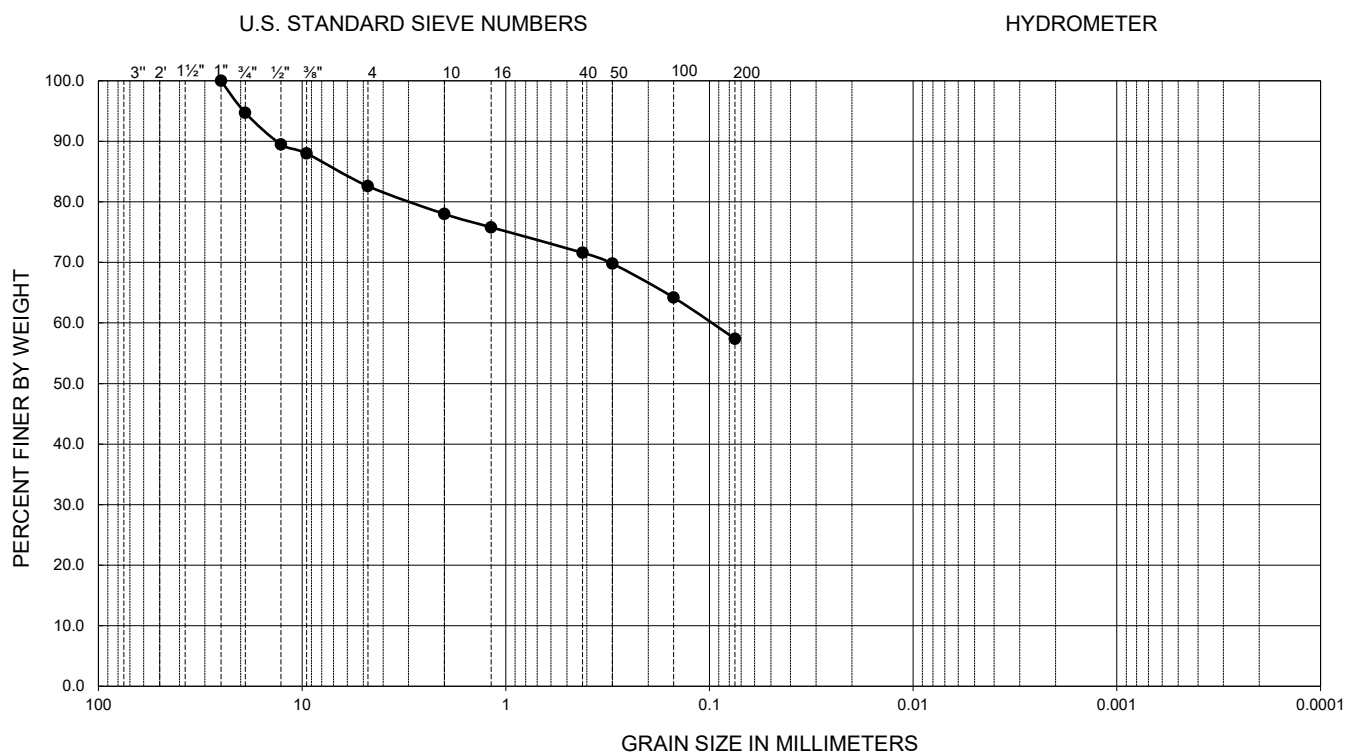
FIGURE B-1

GRADATION TEST RESULTS

CHINA BRIDGE PARKING GARAGE
420 SWEDE ALLEY, PARK CITY, UTAH

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GRAVEL		SAND			FINES	
Coarse	Fine	Coarse	Medium	Fine	SILT	CLAY



Symbol	Sample Location	Depth (ft)	Liquid Limit	Plastic Limit	Plasticity Index	D ₁₀	D ₃₀	D ₆₀	C _u	C _c	Passing No. 200 (%)	USCS
●	B-1	15.0-16.5	29	16	13	--	--	0.10	--	--	57.4	CL

Material Percent by Weight			Soil Type	
Gravel	Sand	Fines	Sandy lean CLAY with gravel	
17.4	25.2	57.4		
PERFORMED IN GENERAL ACCORDANCE WITH ASTM D7928, C136, and C117			Moisture Content	
			17.3%	

FIGURE B-2

GRADATION TEST RESULTS

CHINA BRIDGE PARKING GARAGE
420 SWEDE ALLEY, PARK CITY, UTAH

800353001 | 5/24

SYMBOL	LOCATION	DEPTH (ft)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	USCS CLASSIFICATION (Fraction Finer Than No. 40 Sieve)	USCS
●	B-1	6.0-7.5	47	17	30	CL	GC
■	B-1	15.0-16.5	29	16	13	CL	CL

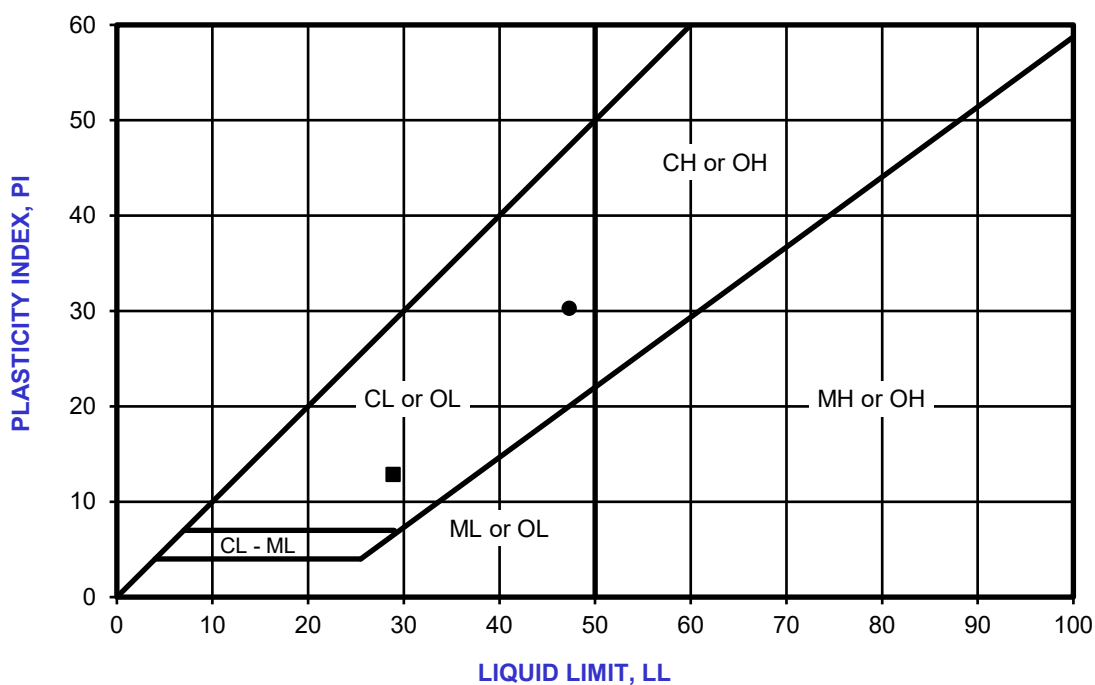


FIGURE B-3

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SAMPLE LOCATION	THICKNESS (IN)	DIAMETER (IN)	UNCONFINED COMPRESSIVE STRENGTH (psi)
C-1	7.1	3.8	5,440
C-3	7.5	3.8	5,950
C-7	6.4	3.8	4,540

FIGURE B-4

UNCONFINED COMPRESSIVE STRENGTH

CHINA BRIDGE PARKING GARAGE
420 SWEDE ALLEY, PARK CITY, UTAH

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APPENDIX C

Chemical Test Results

APPENDIX C

CHEMICAL TEST RESULTS

The results of chemical tests performed are provided in this appendix.

MEMORANDUM | April 18, 2024

800353001 CHINA BRIDGE PARKING GARAGE

Water Soluble Chloride Analysis

WJE PROJECT NO. 2024.2208

TO Joseph Spendlove
Ninyo & Moore
5710 Ruffin Road

FROM Maria Kaiser, Hugh Hou
Wiss, Janney, Elstner Associates, Inc.
Engineers | Architects | Materials Scientists
330 Pfingsten Road, Northbrook, IL 60062

Six concrete core samples along with two fragmental concrete samples were received for water-soluble chloride analysis. The identifications of the samples, the depth intervals analyzed, and the results are provided in Table 1. The water-soluble chloride analysis was performed essentially according to ASTM C1218, *Standard Test Method for Water-Soluble Chloride in Mortar and Concrete*. Visible exterior coatings on the samples were trimmed and excluded from the analysis.

Table 1. Chloride Results

Sample	Slice/Description	Water Soluble Chloride, % by mass of sample
C-2	0 – 2 ³ / ₄ inches	0.005
C-2	2 ³ / ₄ – 5 ¹ / ₂ inches	0.003
C-5	0 – 2 ³ / ₈ inches	0.314
C-5	2 ³ / ₈ – 4 ³ / ₄ inches	0.007
C-4	2 ⁵ / ₈ – 5 ¹ / ₄ inches	<0.003
C-4	5 ¹ / ₄ – 7 ⁵ / ₈ inches	<0.003
C-8	2 ¹ / ₂ – 5 inches	0.006
C-8	5 – 7 ¹ / ₂ inches	0.006
C-6	Symbol "I" to 1 ³ / ₄ inches	0.523
C-6	4 inches to Symbol "O"	0.943
1SCEILING	Ceiling Chunk	0.593
2SCEILING	Ceiling Chunk	0.953



APPENDIX D

Concrete Core Photograph Log

APPENDIX D

CONCRETE CORE PHOTOGRAPH LOG

The concrete core photograph log is presented in this appendix.



Photograph 1: Concrete core B-1 taken from the slab-on-grade parking area.



Photograph 2: Concrete core B-1 taken from the slab-on-grade parking area.

FIGURE D-1

PHOTOGRAPHS

CHINA BRIDGE PARKING GARAGE
420 SWEDE ALLEY, PARK CITY, UTAH

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Photograph 3: Concrete core C-1 taken from the northwest corner of the upper deck of the parking structure.



Photograph 4: Concrete Core C-1 taken from the northwest corner of the upper deck of the parking structure.

FIGURE D-2

PHOTOGRAPHS

CHINA BRIDGE PARKING GARAGE
420 SWEDE ALLEY, PARK CITY, UTAH

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Photograph 5: Concrete core C-2 taken from the central portion of the upper deck of the parking structure.



Photograph 6: Concrete core C-2 taken from the central portion of the upper deck of the parking structure.

FIGURE D-3

PHOTOGRAPHS

CHINA BRIDGE PARKING GARAGE
420 SWEDE ALLEY, PARK CITY, UTAH

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Photograph 7: Concrete core C-3 taken from the southwest corner of the upper deck of the parking structure.



Photograph 8: Concrete core C-3 taken from the southwest corner of the upper deck of the parking structure.

FIGURE D-4

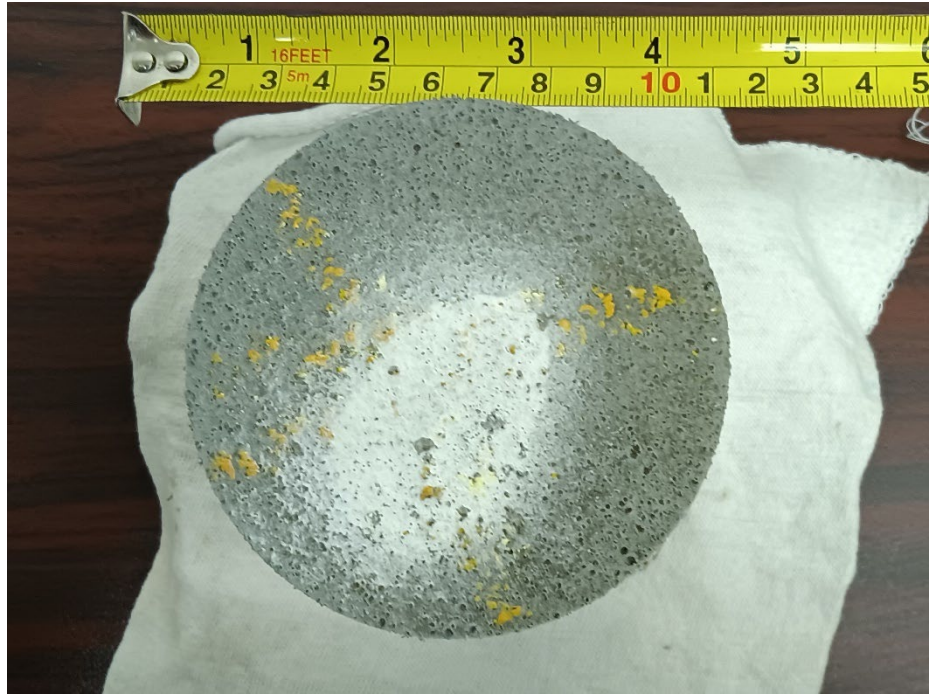


Photograph 9: Concrete core C-4 taken from the southwest portion of deck 3N in the parking structure.



Photograph 10: Concrete core C-4 taken from the southwest portion of deck 3N in the parking structure.

FIGURE D-5



Photograph 11: Concrete core C-5 taken from the southwest portion of deck 3S in the parking structure.



Photograph 12: Concrete core C-5 taken from the southwest portion of deck 3S in the parking structure.

FIGURE D-6

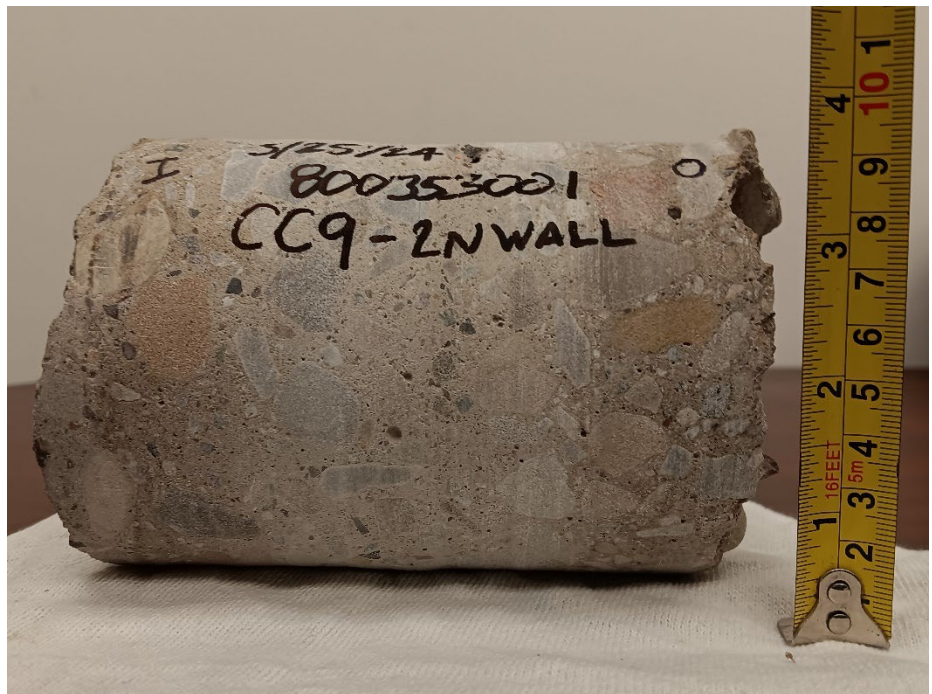
PHOTOGRAPHS

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420 SWEDE ALLEY, PARK CITY, UTAH

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Photograph 13: Concrete core C-6 taken from the inside wall of the southern stair-well on deck 2N in the parking structure.



Photograph 14: Concrete core C-6 taken from the inside wall of the southern stair-well on deck 2N in the parking structure.

FIGURE D-7



Photograph 15: Concrete core C-7 taken from the northwestern portion of deck 2S in the parking structure.



Photograph 16: Concrete core C-7 taken from the northwestern portion of deck 2S in the parking structure.

FIGURE D-8

PHOTOGRAPHS

CHINA BRIDGE PARKING GARAGE
420 SWEDE ALLEY, PARK CITY, UTAH

800353001 | 5/24



Photograph 17: Concrete core C-8 taken from the southeast portion of deck 2S in the parking structure.



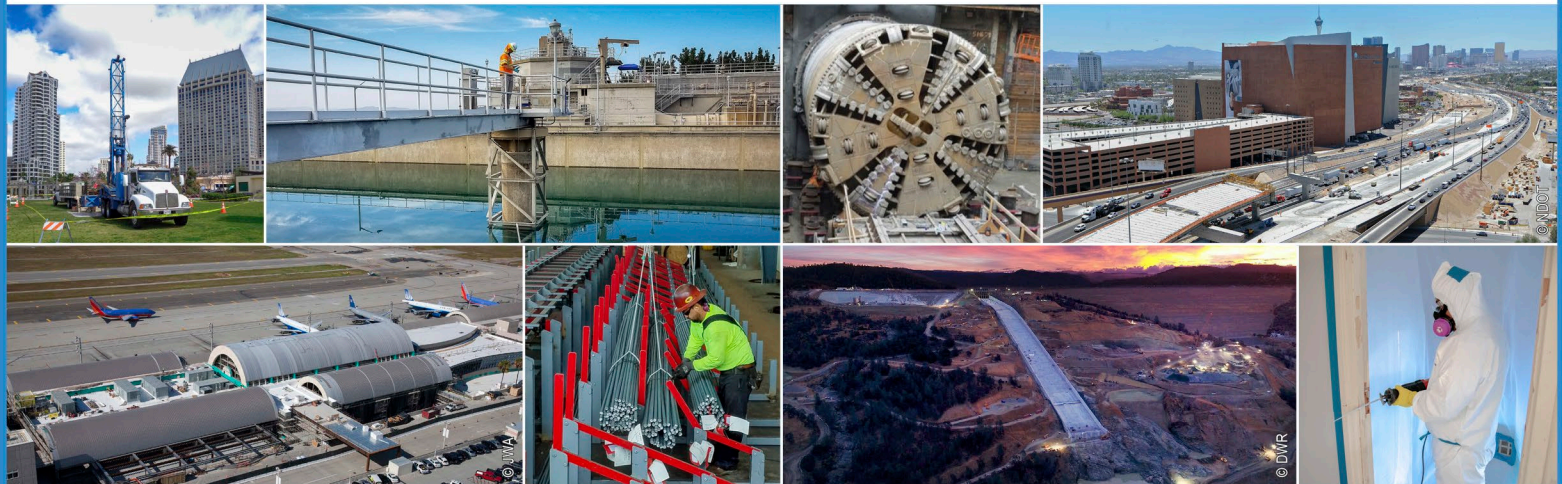
Photograph 18: Concrete core C-8 taken from the southeast portion of deck 2S in the parking structure.

FIGURE D-9

PHOTOGRAPHS

CHINA BRIDGE PARKING GARAGE
420 SWEDE ALLEY, PARK CITY, UTAH

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871 Robinson Drive, North Salt Lake, UT 84054 | p. 801.973.2500

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Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

TECHNICAL MEMORANDUM

TO: John Robertson, PE, Park City Engineering Department
FROM: Jacob Hoffman, Horrocks
DATE: July 31, 2024
SUBJECT: China Bridge Parking Structure Assessment Review

BACKGROUND

Horrocks was requested to perform a third-party review of the China Bridge Parking Structure Condition Assessments and 5 Year Capital Improvement and Protection Plan - Final Report, prepared by Kimley Horn dated May 2024. The report covered the two parking structures, waste management building, cast-in-place (CIP) retaining wall, and soldier pile retaining wall. The report also included as an appendix a Forensic Evaluation prepared by Ninyo & Moore. The review by Horrocks is a high-level review based solely on the information provided in the report. The review is focused on determining if the recommendations provided in the report are generally feasible and realistic for the life expectancy, repair/maintenance methodology, and cost estimate.

CONCLUSIONS

Based on our review of the report, we generally agree with the findings and recommendations presented by Kimley Horn. The life expectancy presented appears to be accurate. The recommended repairs and maintenance appear to be appropriate. The cost estimate presented mostly appears to be reasonable. However, based on our opinion and review of the report, there are a few additional recommendations for the suggested repairs and the cost estimate as follows:

- For the Existing CIP Retaining Wall analysis of the existing condition, an active equivalent fluid pressure of 60 PCF was utilized (pg. 11 of report). The geotechnical evaluation by Ninyo & Moore recommends using an active equivalent fluid pressure of 38 PCF (Appendix H, pg. 4). The report appears to follow the at-rest lateral earth pressure instead of the active pressure which is very conservative. For a cantilevered retaining wall of this height, use of the active soil pressure is typically appropriate. If the Existing CIP Retaining Wall was analyzed with the lower active pressure, it could possibly be shown to be OK based on stresses and stability. However, the rotation that has occurred with the retaining wall still signifies that there is some issue with the wall design and/or loading. The wall would still benefit from the suggested fix using a waler and anchorage system at the top of the wall. Additionally, the buildup of or freezing of water behind a retaining wall is a common cause of failure. The report does not address, as it may not be known, if there is any type of drainage system for the retaining wall. It could be investigated before determining the appropriate fix.



- The photos of the column on pg. 78 of Appendix G, appears to show a very large crack and delamination of the concrete column. The repair effort will be fairly significant, and cost more than the typical crack injection repair included in the cost estimate. Wrapping the column in FRP may be recommended to increase the strength of the column or just provide confinement and protection for a concrete patch repair. The FRP would add a significant increase to the repair cost estimate.
- The photos of the wall on pg. 142 of Appendix G, appears to show a very large crack in the concrete wall. The repair effort will be fairly significant, and cost more than the typical crack injection repair included in the cost estimate.
- The geotechnical evaluation by Ninyo & Moore indicates that the Soldier Pile Retaining Wall supports a relatively small section of steel pan decking that is highly rusted and corroded (Appendix H, pg. 10). The report and cost estimate does not appear to reference this issue or include any fee for the repair or replacement. The cost of the steel pan decking replacement should likely be included in the cost estimate.
- The cost estimate provided in Appendix E, appears to include the cost to temporary repair the CIP Retaining Wall in addition to the cost to demolish and replace the CIP retaining wall. The report indicates that the CIP Retaining Wall should be stabilized with a waler and soil anchor system as a temporary solution while the Client budgets for a full wall replacement. The cost estimate table in Appendix E indicates that the temporary repair and the demolish/replacement both occur in 2024. It doesn't seem logical to do the temporary repair if the wall is going to be replaced right afterwards. If the temporary repair fee is to remain, the cost of the wall demolish/replacement should be delayed to be at least a couple of years later. This would decrease the initial cost required in 2024 but would increase the cost required for a later year along with the total cost.
- The cost estimate provided in Appendix E, includes the cost to "Demolish and Replace Southern Stair Tower Stairs". The report recommends repairs need to be made to the stairs and support framing, including replacement of the connectors and applying primer and paint (pg. 16). It does not appear to indicate that the stairs need to be completely replaced. Therefore, this cost could possibly be reduced or eliminated. If the stairs are not replaced, the cost of the repairs would need to be accounted for instead and would increase the cost of those repair line items.
- For the cost estimate provided in Appendix E, the unit cost to "Replace Expansion Joints" was noted as \$250/LF for the 1986 Original Structure and as only \$7/LF for the 2005 Addition Structure. Since the replacement cost should be very similar to both structures, it is likely that the expansion joint replacement cost for the 2005 Addition Structure should be increased from \$7/LF to \$250/LF.
- The cost estimate provided in Appendix E, did not include any money for the Soldier Pile Retaining Wall. The report recommended cleaning the rust off the steel elements. It is possible that Kimly Horn considered this to be routine maintenance and therefore not included as a line item for repairs. Additionally, the cost estimate does not include any money for the replacement of the timber lagging. While the report indicates there was no evidence of rot or section loss observed for the timber lagging (pg. 15), the testing by Ninyo & Moore indicated that several



sections of lagging had a very high moisture content of 50% or more (Appendix H, pg. 8-10). If sustained, the moisture can cause accelerated decay of the wood. The wood lagging may last for several more years but there is a chance that it also needs to be replaced in the coming years and the replacement cost would need to be accounted for. The report recommends applying a concrete facing across the front of the wall instead of replacing the timber lagging which would add a significant cost in the event that a repair is required.

As previously noted, our review generally agrees with the information presented in the report prepared by Kimley Horn. The items discussed above indicate that there could be some changes to the cost estimate as repair items are removed, added, and modified. Actual changes to the cost estimate have not been determined. Appendix A attached includes comments on the report related to the bulleted items above.

JH
Horrocks

Attachments:
Appendix A: Comments on Report

APPENDIX A – COMMENTS ON REPORT

Are both items applicable? Or is it one or the other? Why temporarily repair the wall if it will be replaced that same year.

Overhead repairs should cost more than floor repairs.

China Bridge Parking Structure - Original Structure				Built in 1986		Approximately 104,000 SF				
Repair Item	Quantity	Units	Unit Cost	Contingency Factor	Initial Year / Period	Condition Assessment Repair Items				
						2024	2025	2026	2027	2028
Structural										
Repair Shallow Floor Spalls and Delaminations	65.0	SF	\$250.00	1.15	2024	\$18,688	\$0	\$0	\$0	\$0
Repair Vertical/Overhead Spalls and Delaminations	55.0	SF	\$250.00	1.15	2024	\$15,813	\$0	\$0	\$0	\$0
Repair Shallow Column Spalls	30.0	SF	\$250.00	1.15	2024	\$8,625	\$0	\$0	\$0	\$0
Rout and Seal Cracks	500	LF	\$6.00	1.15	2025	\$0	\$3,450	\$0	\$0	\$0
Repair Shallow Spalls in Walls	10.0	SF	\$250.00	1.00	2024	\$2,500	\$0	\$0	\$0	\$0
Form and Pour Major Spalling and Repair Exposed Reinforcement at Perimeter Beam	20.0	CF	\$250.00	1.00	2024	\$5,000	\$0	\$0	\$0	\$0
Repair Parapet Spalls	5.0	SF	\$250.00	1.00	2024	\$1,250	\$0	\$0	\$0	\$0
Temporary Repair of Cast-in-Place Retaining Wall ← Waler and soil anchors?	1.0	LS	\$250,000.00	1.00	2024	\$250,000	\$0	\$0	\$0	\$0
Demolish and Replace Cast-in-Place Retaining Wall	1.0	LS	\$400,000.00	1.00	2024	\$400,000	\$0	\$0	\$0	\$0
Allowance for Utilities and MOT	1.0	LS	\$150,000.00	1.00	2024	\$150,000	\$0	\$0	\$0	\$0
Demolish and Replace Southern Stair Tower Stairs	1.0	LS	\$150,000.00	1.00	2024	\$150,000	\$0	\$0	\$0	\$0
Engage Specialty Contractor for PT Repairs	1.0	LS	\$100,000.00	1.00	2024	\$100,000	\$0	\$0	\$0	\$0
Waterproofing										
Replace Traffic Coating on Deck	26000.0	SF	\$13.00	1.20	2025	\$0	\$405,600	\$405,600	\$405,600	\$0
Replace Expansion Joints	170	LF	\$250.00	1.20	2026	\$0	\$0	\$51,000	\$0	\$0
Paint Interior Walls	4687	SF	\$2.75	1.00	2027	\$0	\$0	\$0	\$12,890	\$0
Paint Exterior Walls	2344	SF	\$3.00	1.00	2028	\$0	\$0	\$0	\$0	\$7,031
Operational										
Paint Bollards	50	SF	\$50.00	1.00	2028	\$0	\$0	\$0	\$0	\$2,500
Paint Hand Railing	100	SF	\$50.00	1.00	2028	\$0	\$0	\$0	\$0	\$5,000
Plumbing										
Paint/Coat All Piping Exposed to Weather for UV Protection	1	LS	\$2,000.00	1.10	2028	\$0	\$0	\$0	\$0	\$2,200
Flush and Clean All Storm Drain(s)	27	EA	\$100.00	1.10	2025	\$0	\$2,970	\$0	\$0	\$0
Add Flashing to Interface Between Stair/Elevator Cores and Main Parking Structure	1	EA	\$5,000.00	1.30	2025	\$0	\$6,500	\$0	\$0	\$0
Electrical										
Repair conduit and penetrations	1	LS	\$6,000.00	1.20	2028	\$0	\$0	\$0	\$0	\$7,200
Pavement										
Cut and Patch Pavement in Front of Town Hall	1500	SY	\$40.00	1.20	2028	\$0	\$0	\$0	\$0	\$72,000
Crack Seal Throughout Garage (Slab-on-Ground)	1	LS	\$10,000.00	1.20	2026	\$0	\$0	\$12,000	\$0	\$0
Mill and Overlay Pavement in Front of Town Hall	1500	SY	\$20.00	1.20	2028	\$0	\$0	\$0	\$0	\$36,000
Restriping All Garage Levels	9000	SY	\$7.00	1.20	2028	\$0	\$0	\$0	\$0	\$75,600
Subtotal						\$1,102,000	\$419,000	\$469,000	\$418,000	\$208,000

Is this recommended and does it need to happen right away? The report did not indicate that the stairs need to be demolished and replaced.

A2

Overhead repairs should cost more than floor repairs.

China Bridge Parking Structure - Addition Structure	Built in 2005	Approximately 124,250 SF
---	---------------	--------------------------

Repair Item	Quantity	Units	Unit Cost	Contingency Factor	Initial Year / Period	Condition Assessment Repair Items				
						2024	2025	2026	2027	2028
Structural										
Repair <i>Shallow Floor</i> Spalls and Delaminations	10.0	SF	\$250.00	1.15	2024	\$2,875	\$0	\$0	\$0	\$0
Repair <i>Vertical/Overhead</i> Spalls and Delaminations	15.0	SF	\$250.00	1.15	2024	\$4,313	\$0	\$0	\$0	\$0
Repair Shallow Column Spalls	5.0	SF	\$250.00	1.15	2024	\$1,438	\$0	\$0	\$0	\$0
Rout and Seal Cracks	500	LF	\$6.00	1.15	2025	\$0	\$3,450	\$0	\$0	\$0
Repair Shallow Spalls in Walls	5.0	SF	\$250.00	1.00	2024	\$1,250	\$0	\$0	\$0	\$0
Repair Parapet Spalls	5.0	SF	\$250.00	1.00	2024	\$1,250	\$0	\$0	\$0	\$0
Waterproofing										
Replace Traffic Coating on Deck	25000.0	SF	\$13.00	1.20	2025	\$0	\$390,000	\$390,000	\$390,000	\$0
Replace Expansion Joints	245	LF	\$7.00	1.20	2026	\$0	\$0	\$2,058	\$0	\$0
Paint Interior Walls	5905	SF	\$2.75	1.00	2027	\$0	\$0	\$0	\$16,240	\$0
Paint Exterior Walls	2953	SF	\$3.00	1.00	2028	\$0	\$0	\$0	\$0	\$8,858
Operational										
Paint Bollards	150	SF	\$50.00	1.00	2027	\$0	\$0	\$0	\$7,500	\$0
Paint Hand Railing	100	SF	\$50.00	1.00	2028	\$0	\$0	\$0	\$0	\$5,000
Repair/Replace Damaged Hand Railing	1	EA	\$1,000.00	1.00	2024	\$1,000	\$0	\$0	\$0	\$0
Plumbing										
Paint/Coat All Piping Exposed to Weather for UV Protection	1	LS	\$2,000.00	1.10	2028	\$0	\$0	\$0	\$0	\$2,200
Flush and Clean All Storm Drain(s)	21	EA	\$100.00	1.10	2025	\$0	\$2,310	\$0	\$0	\$0
Add Flashing to Interface Between Stair/Elevator Cores and Main Parking Structure	2	EA	\$5,000.00	1.30	2024	\$13,000	\$0	\$0	\$0	\$0
Electrical										
Repair conduit and penetrations	1	LS	\$6,000.00	1.20	2026	\$0	\$0	\$7,200	\$0	\$0
Pavement										
Crack Seal Throughout Garage	1	AC	\$7,500.00	1.20	2026	\$0	\$0	\$0	\$0	\$0
Restriping All Garage Levels	9000	SY	\$7.00	1.20	2026	\$0	\$0	\$75,600	\$0	\$0
Subtotal						\$25,000	\$6,000	\$85,000	\$24,000	\$16,000

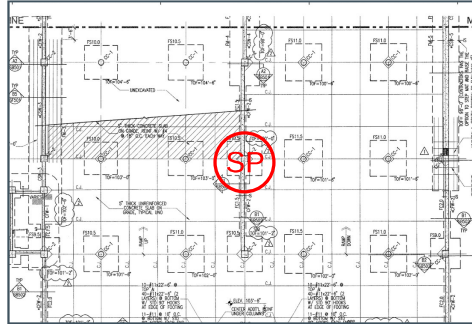
A3

#11 Spall

Status
Open

Sheet
SB102

Description
15sf



Photos



20240305_083041_photo
Josh Lampson
Mar 5, 2024 9:30 AM



20240305_083025_photo
Josh Lampson
Mar 5, 2024 9:30 AM

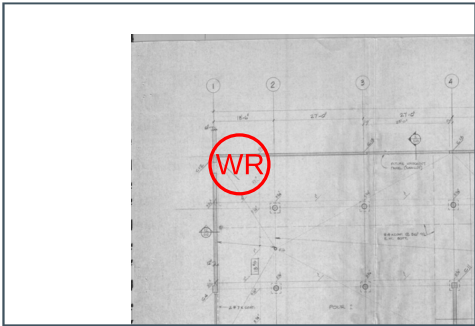
The crack and delamination in this column are fairly significant. The repair effort will likely be significant and more costly than the standard crack injection that seems to be included in the cost estimate. An FRP wrap may be recommended to increase the strength of the column or provide confinement and protection for the concrete patch.

A5

#120 Wall Repair

Status
Open

Sheet
Level P-1 Plan



Photos



20240305_141820_photo
Josh Lampson
Mar 5, 2024 3:18 PM



20240305_141808_photo
Josh Lampson
Mar 5, 2024 3:18 PM

This is a pretty large and serious crack. Likely needs more than just the typical crack fill repair.

City Council Staff Report

Subject: Marsac Avenue Retaining Wall Replacement

Author: Becky Gutknecht, P.E.

John Robertson, City Engineer

Department: Engineering

Date: August 15, 2024

Recommendation

Review request and potential funding sources to obtain consulting for design and construction services to replace the retaining wall along Marsac Avenue (See Image #1). Before starting the project, staff will return to the City Council to obtain approval of the contract and proposed funding sources.

Executive Summary

On January 8, 2024, we contracted with Kimley-Horn and Associates (Consultant) to inspect and evaluate the China Bridge Parking Structure and Marsac Retaining Wall. The Marsac Retaining Wall (MRW) was included in the analysis of the China Bridge structures. This was included in the analysis due to the noted deflection occurring at the northernmost corner of the wall structure. The evaluation was completed, and the final report was issued on May 22, 2024. A 3rd party review of the Assessment was commissioned to validate Kimley-Horn's findings, and Horrocks delivered the review on July 31, 2024.

As shown in Image #1, the MRW retains much of the public parking lot south of City Hall.

Image #1



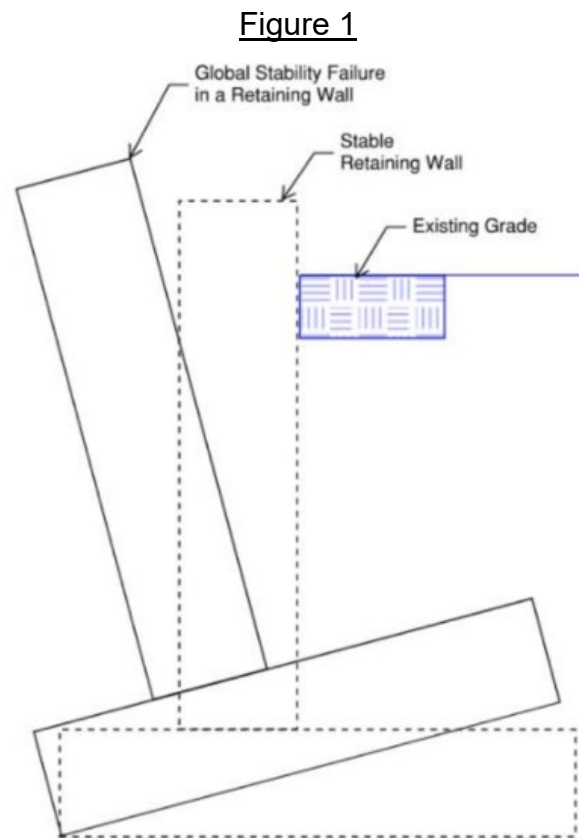
The MRW is approximately 130 feet long and retains approximately 4 feet at the southernmost end of the structure and 13 feet at the northernmost end. Upon initial inspection and observation of the deflection noted above, the Consultant's structural engineers recommended removing parking along the east side of the top deck due to concerns about vehicular surcharge loading on the MRW compounding the deflection.

The Consultants measured a deflection of approximately 7 inches at the top of the wall (See Image #2) at the northernmost end of the structure.

Image #2



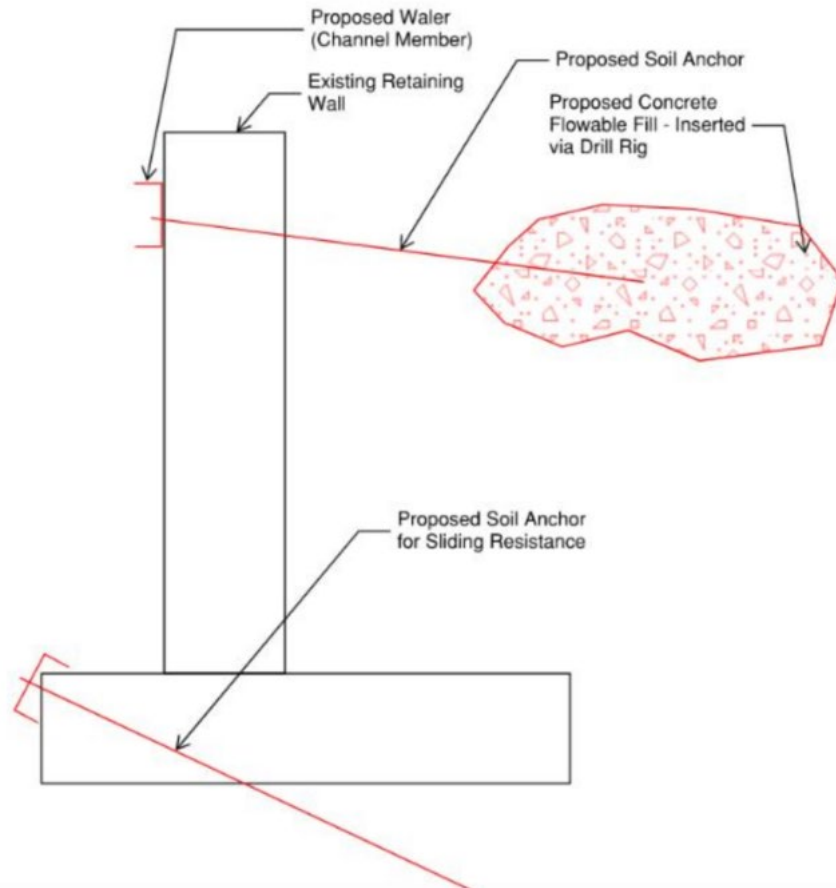
Upon completing the analysis, the Consultant determined that the MRW is exhibiting a global failure, meaning that the entire wall, stem, and footing are rotating out-of-plane. (See Figure 1 below)



This is reflected in the 7-inch deflection at the northernmost end of the wall. According to the Consultant, this deflection cannot be undone, and the wall must be reconstructed. The failure appears to be due to inadequacy of geometry, namely an improperly sized footer. Upon completion of the evaluation, the structural engineers accepted re-opening parking on the Southeast side of the top deck but continued to restrict parking in about four stalls until either the wall was braced to prevent further deflection or replaced with a new retaining wall.

If the City could not fully replace the MRW due to timing or lack of funds, a temporary bracing solution was presented for consideration. This temporary solution would involve engaging a structural engineer and a specialty contractor to install a waler or temporary shoring system in combination with soil nails/anchors to restrain the top and bottom of the wall against further movement. (See Figure 2) Though this would be intended to slow the progression of the failure/deflection, full wall replacement would still be required as the permanent solution to be completed within five years.

Figure 2



As part of the Assessment, in mid-March of 2024, a crack gauge (See Image #3) was installed at the location of greatest deflection to measure the change over time.

Image #3



A reading was taken at the gauge in mid-June, measuring 2 mm deflection over those three months. Another measurement was taken at the end of July, where another 2 mm of deflection occurred over the shorter period. Though the measurements are relatively small, this is concerning because they indicate potential deflection acceleration of the wall.

The Consultant provided cost estimates for the temporary bracing solution and full replacement as part of their analysis. The provided costs were \$250,000 and \$400,000, respectively, and are limited to costs for materials and work on the walls only. The Consultant did not include additional costs such as engineering, construction traffic control, construction mobilization, parking lot repair, protection of existing utilities, contingencies for unanticipated items, and construction management services.

Considering the additional items listed above, Engineering estimates that the total project costs would range from \$600K to \$800K for the temporary bracing solution and \$1 to \$1.25 million for the permanent solution.

The Engineering Department also does not foresee the temporary bracing option having significant schedule advantages over the permanent replacement option. Because the total costs for both options are relatively close and both solutions will require similar impacts on Marsac Avenue traffic and the parking lot, the Engineering Department recommends the full replacement option.

Based on conversations with the Consultant, the current amount of deflection, observed acceleration of the deflection, and approaching winter stresses and conditions, it is recommended that the MRW be replaced before the end of 2024 if possible.

Given the relatively short timeframe required to complete the project, Engineering is working with the Procurement Manager to determine the best process for obtaining consulting and contracting services. Currently, a design-build contract is being drafted.

Funding

Assuming a budget of \$1.5M, the Budget Department has provided several options for consideration to fund the emergency project:

1. (Recommended) The Parking Department has capital project budgets for parking structure asset improvements. The retaining wall supports surface parking but is also part of the overall City Hall complex, which means there are other locations to support funding strategies beyond just the Parking Department.
 - We recommend 25% (\$375k) of total cost come from Parking, as this is frequently utilized for special events, Main Street drop and loading, and evening and weekend visitor parking.

- The remaining balance could come from a combination of the Municipal Building Authority (MBA) and the Main Street RDA fund balances: \$1,125,000.
 - The MBA is a separate entity from PCMC, but comprised as the same governing board as the City Council, similar to the City's RDAs. It was originally created as a mechanism for financing City facilities. The MBA acquires and/or builds facilities by borrowing money secured by a lease agreement between the City and the Authority. There's no active bonds against this fund, but the remaining fund balance could be used.
 - In both cases, accrued interest fund balance would cover the costs, as interest revenue came in significantly higher than anticipated due to higher interest rates.
- Without Parking funds, we could allocate funding from the MBA and Main Street RDA fund balances alone. In this scenario, we would propose \$500k from the MBA and the remainder from the Main Street RDA.
 - Since the RDA has expired, and there remains \$2.8M funding within it, this project fits due to its geographic area.
 - The current fund balance is around \$2.3M. Part of the funding is being held to support future China Bridge maintenance and upgrades (not currently budgeted).

	Budget FY 2025
Beginning Balance	\$ 2,769,131
	Expenses
Capital Projects	\$ 501,313
Ending Balance	\$ 2,267,818

2. Council could also allocate funding from the General Capital Fund balance. This option isn't recommended as the City Council is currently determining whether to use most of this funding to underground the RMP transmission lines. Instead, the Budget Department recommends reserving this funding source and instead utilizing the shared funding strategy above of the Parking, MBA, and Main Street RDA Funds.
3. Defund/temporarily suspend capital projects to reallocate resources towards the wall. For example, the Marsac Remodel project has \$1.5M that could be utilized. If directed, we can engage in this work yet continue to favor accrued interest, Parking, MBA, and RDA Funds rather than defunding or suspending capital projects.

These funding options would require a budget amendment at a future time unless paid for 100% out of the parking capital budget. Upon completion of the procurement process, we plan to return with a contract for consideration and to obtain approval of a financial strategy.



PARK CITY COUNCIL MEETING MINUTES - DRAFT

**445 MARSAC AVENUE
PARK CITY, UTAH 84060**

August 15, 2024

The Council of Park City, Summit County, Utah, met in open meeting on August 15, 2024, at 2:30 p.m. in the City Council Chambers.

Council Member Dickey moved to close the meeting to discuss property, personnel, and litigation at 2:31 p.m. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Parigian, Rubell, and Toly

EXCUSED: Council Member Ciraco

Council Member Ciraco joined the meeting remotely.

CLOSED SESSION

Council Member Toly moved to adjourn from Closed Meeting at 4:25 p.m. Council Member Parigian seconded the motion.

RESULT: APPROVED

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

WORK SESSION

Discuss Marsac Avenue Retaining Wall Replacement:

John Robertson and Becky Gutknecht, Engineering Department, presented this item. Robertson reviewed that an analysis of China Bridge parking and the Marsac retaining wall had been performed. The findings for the retaining wall that supported City Hall parking was deflecting, and the joints were pulling apart. He didn't expect it to collapse but it was failing, and it needed to be reconstructed. He stated the cost for full replacement was similar to reinforcement and he recommended replacement.

Jed Briggs, Budget Manager, indicated the estimated cost was \$1.5 million and he recommended splitting the cost between the Parking, Redevelopment Agency (RDA), and the Municipal Building Authority (MBA) funds. He noted all the funding could be taken from the MBA and RDA if the Council chose not to take money from Parking. A second option would be to allocate funds from the General Fund balance, although he

recommended using that balance to underground transmission lines in the Bonanza Park area. The last option was to defund other projects, and he noted funds could be used that were earmarked for the Marsac building remodel. He did not recommend that option either.

Council Member Parigian asked if the surface parking next to the retaining wall would be replaced as well, to which Robertson affirmed. Mayor Worel asked how long the retaining wall would last if it was reinforced, to which Robertson indicated it would last five years, and none of the reinforcement work would be saved when the wall was rebuilt. The Council supported replacing the wall and favored using the recommended funding source.

Water Impact Fee Update:

Clint McAfee, Harrison Holley, Public Utilities Department, Erik Daenitz, Zions Public Finance, and Andrew McKinnon, Bowen and Collins, were present for this item. Holley stated a review of impact fees was needed since the 3Kings Water Treatment Plant was now running and it had been 10 years since the last master plan.

McKinnon indicated there had been a lot of growth and bringing in the new treatment plant affected fee numbers. They recommended a 51% increase for the maximum impact fee. Daenitz indicated there was great value in having the new treatment facility, but there were costs associated with this water treatment. He estimated there was \$13 million in future projects that still needed to be completed. He explained the breakdown of impact fees for different development projects.

McKinnon indicated Park City impact fees were higher because other cities in the Salt Lake Valley shared one centralized treatment plant. Park City was also unique because the water had to be treated for metals. Holley stated they recommended a five-year impact fee schedule. He reviewed the next steps required before adopting impact fees.

Council Member Parigian asked how much impact fee revenue the City collected in a year. McAfee stated it ranged from \$500,000 to \$1.5 million. Council Member Parigian asked if they calculated raising impact fees when the budget for the treatment plant was set. Daenitz indicated the full debt amount to build the treatment plant had to be secured before the project began construction. He noted the plant wasn't built just for today's capacity, but for future capacity. The funding of the treatment plant was not contingent on impact fees. Impact fees would cover future costs. Council Member Parigian asked if the City knew the treatment plant would have to treat all water when it was being built. McAfee reviewed the treatment requirements set by the Division of Water Quality (DWQ) beginning in 2014. The City negotiated a progressive treatment schedule so all the water was not required to be treated immediately. That contract would end in 2033, and at that time, McAfee thought the City would be required to treat almost all its water.

1 Council Member Rubell asked when impact fees would be assessed. McAfee stated an
2 impact fee would be assessed when a new building permit was issued that would
3 increase water demand. Council Member Rubell asked about the estimated 75%
4 buildout in terms of water use. McAfee stated that included Bonanza Park and other
5 areas in the City that could be built out. Council Member Rubell asked if the full asset
6 value was included in the analysis. Daenitz explained he figured the percentages that
7 were qualifying assets and then he used the 10 year window for production, treatment,
8 storage, and transmission categories. McKinnon stated the cost for the treatment plant
9 was spread out amongst all users. The impact fee was for the cost related to the next
10 10 years of growth. Council Member Rubell noted the portion of water sold to Weber
11 Basin did not include impact fees. McAfee stated there was a temporary lease for the
12 City's surplus capacity. As new development used the surplus, the City would have to
13 reduce the amount it leased or cancel the lease completely. Council Member Rubell
14 recommended that future lease agreements consider the use fees since there were no
15 impact fees to offset the expense.

16
17 Council Member Toly asked if the new growth was distinguished by primary residences
18 or nightly rentals. McAfee stated they had to assume there would be peak day demand
19 with the new development. Council Member Rubell asked what would happen if
20 someone couldn't afford the impact fee, to which McAfee stated they wouldn't get a
21 building permit. He reviewed the options listed in the code.

22
23 Council Member Dickey asked if there was a risk of over-collecting impact fees if the
24 use of a building changed to more water usage, but then over time, changed back to a
25 lesser water usage. McAfee stated that was a risk, but it benefited the City and
26 residents. Council Member Dickey asked if there was a way to moderate the risk and
27 asserted impact fees protected existing customers.

28
29 Council Member Rubell stated the impact fees needed to be updated, but he would like
30 to see a program to allow for fee reductions or other options as opposed to full payment
31 up front. He didn't want to disincentivize small and local businesses by charging large
32 sums of money up front. He also suggested having a policy discussion on infrastructure
33 investments and how they are treated globally, instead of one-offs. McAfee stated the
34 incentive program would only touch businesses that created more water demand and
35 wouldn't benefit business owners who weren't subject to a water impact fee. He thought
36 a broader program would be more effective in helping businesses get started. Council
37 Member Dickey stated the needs built up over time, but a payment plan would
38 eventually cover the entire impact fee. He clarified the infrastructure put in for the
39 EngineHouse project was needed regardless of the project so that was not considered a
40 one-off. The Council members supported Council Member Rubell's proposals. McAfee
41 stated he would come back to discuss a broader program to help small businesses or
42 specifically for water impact fee waivers. He asked to know the criteria for who would
43 get a waiver. Council Member Dickey stated it was less about the waiver, but ways to
44 reduce the initial financial burden from the impact fees. He suggested distributing the
45 fee payment over a few years. Council Member Toly also asked to revisit economic

development grants. Dias stated they were recruiting for a new economic development director and when hired, they would resume with looking at that program.

REGULAR MEETING

I. ROLL CALL

Attendee Name	Status
Mayor Nann Worel Council Member Ryan Dickey Council Member Ed Parigian Council Member Jeremy Rubell Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	Present
Council Member Bill Ciraco	Excused

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Dickey stated the Main Street committee was moving quickly, and they were being bold and open minded. He indicated there would be an open house in September and another meeting in October. Council Member Toly stated the Trails team had been working on fuel reduction, weed control, sign installation on pathways, slurry seal, the Bonanza Loop Trail on Bonanza Flat, and more. She thanked the Trails team for their hard work.

Council Member Rubell stated progress in Bonanza Park had been incredible and he thanked Michelle Downard for her work. He wanted to discuss mitigating the impact of the use of properties. He gave an example of trash cans left out on the street. He wanted to discuss impact abuse and messaging to let people know there were rules and regulations that needed to be followed. Council Member Toly asked if this was something the Neighborhoods First program would work on. Council Member Rubell stated he heard from residents there were impacts to them. Snow could not be plowed if the trash cans were left out. He wanted to find tools to fill the gap. Matt Dias stated he could work with the Building Department to see if there were holes in the complaint response process and then follow up and get communications out to the community.

Council Member Parigian stated the Recreation Advisory Board (RAB) issued an RFP for a pickleball facility and they were interviewing respondents. Mayor Worel thanked Dias and staff for their work while the Council was on summer break.

Staff Communications Reports:

1. Bonanza 5-Acre Work Session Recap - June 27, 2024:

2. Main Street Area Plan Meeting Recap - July 15, 2024:

Council Member Toly felt the work with the stakeholder groups had been fantastic.

3. Daly West Headframe Artwork Installation and Ribbon Cutting:

4. Community Engagement Quarterly Update - Second Quarter 2024:

5. Utah Wellbeing Survey Results:

6. May 2024 Sales Tax Report:

Council Member Rubell was happy to see the great revenues and the fact that people wanted to visit the City.

III. 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.

IV. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from June 28, July 11, and August 5, 2024:

Council Member Toly moved to approve the City Council meeting minutes from June 28, July 11, and August 5, 2024. Council Member Rubell seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Parigian, Rubell, and Toly

EXCUSED: Council Member Ciraco

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute an Easement for Rocky Mountain Power in a Form Approved by the City Attorney along the West side of the Bike Path Near the Intersection of Deer Valley Drive and Main Street:

2. Request to Authorize the City Manager to Execute a Contract Addendum in a Form Approved by the City Attorney's Office with HNTB Corporation to Cover Pedestrian and Biking Safety Design Improvements for an Additional Amount Not to Exceed \$700,000, Making a Total Contract Amount Not to Exceed \$3,897,486.44:

3. Request to Authorize the City Manager to Execute a Professional Services Agreement with Park City Historical Society and Museum dba Friends of Ski Mountain Mining History, in a Form Approved by the City Attorney's Office, for Restoration of the Historic Silver King Mine Headframe, Not to Exceed \$200,000:
4. Request to Authorize the City Manager to Execute the Fourth Contract Amendment in a Form Approved by the City Attorney, with MKSK in an Amount Not to Exceed \$18,400, for the Bonanza Park Small Area Plan and the Bonanza 5-Acre Site Feasibility Study Consulting Services:

5. Request to Authorize the City Manager to Execute a Second Amendment to the Professional Services Agreement, in a Form Approved by the City Attorney, with Zion's Public Finance for Services for Phase One of the Main Street Area Plan, Not to Exceed \$126,000, and to Extend the Contract's Termination Date to December 31, 2024:

6. Request to Authorize the City Manager to Execute a Contract Amendment for Soil Excavation and Transportation to a Disposal Facility, in a Form Approved by the City Attorney, with MC Contractors Inc., Not to Exceed \$350,700 for a Total Contract Amount of \$915,675:

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

RESULT: APPROVED

AYES: Council Members Dickey, Parigian, Rubell, and Toly

EXCUSED: Council Member Ciraco

VI. OLD BUSINESS

1. Consideration to Enter into a Construction Agreement with Rocky Mountain Power in the Amount of \$7,077,547, in a Form Approved by the City Attorney, to Underground Transmission Lines:

Luke Cartin, Environmental Sustainability Manager, displayed the route for undergrounding the transmission lines. The benefits included removing an aerial easement from the Bonanza Park site, adding plots to the cemetery, and removing towers from Boot Hill. He stated \$3.5 million was budgeted for the project, but more funds were needed. Jed Briggs, Budget Manager, reviewed four options for fully funding the project, including the use of Transient Room Tax (TRT) funds, the Multi-Use Community Projects Fund, or the recommended option of using accrued interest from FY24 that was not currently budgeted. The fourth option would be to defund capital projects to fund this project.

Council Member Rubell asked about the estimated land value for releasing the aerial easement. Cartin stated 20% of the land would be impacted and the value would

change depending on what was built on that site, but he could not give an exact valuation number. Council Member Rubell felt this was a great investment and would increase the land value by millions of dollars. He asked if this option would give the City flexibility to move the substation, to which Cartin affirmed and noted it could only be moved within a half mile of its current location.

Council Member Dickey reviewed the liaisons were having conversations for private contributions. Mayor Worel clarified they would talk with private landowners to see if they would contribute a portion of the cost. Council Member Rubell added they were not leaving a funding gap for private contributions to fill. Rather, they were discussing aspects of the development in which private landowners might want to partner with the City.

Mayor Worel opened public input.

Mark Fischer stated he was happy the potential of Bonanza Park was being unlocked by burying the transmission lines. He would be happy to work with the engineers to make the project happen. Regarding the Yarrow project, he felt it was critical to get that project approved. If it did not get approved, it would be a setback for the development of Bonanza Park.

Mayor Worel closed public input.

Council Member Rubell moved to enter into a construction agreement with Rocky Mountain Power in the amount of \$7,077,547, in a form approved by the City Attorney, to underground transmission lines with the recommended funding option of using accrued interest from the FY24 budget. Council Member Dickey seconded the motion.

Briggs stated they would come back later with a budget amendment. After some discussion, Margaret Plane stated most contracts needed authorization for funding and recommended the motion retain the funding wording.

Council Member Rubell withdrew his previous motions and moved to enter into a construction agreement with Rocky Mountain Power in the amount of \$7,077,547, in a form approved by the City Attorney, to underground transmission lines with the authorization to fund it using TRT funds. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Parigian, Rubell, and Toly

EXCUSED: Council Member Ciraco

VII. NEW BUSINESS

1. Consideration to Authorize the City Manager to Execute an Agreement in a Form Approved by the City Attorney's Office for Electric Bus Options from the

Gillig/Utah Transit Authority Contract to Purchase a Total of Nine 35-Foot Battery Electric Buses, Three Depot Chargers with Nine Dispensers, and Workforce Development Training, in an Amount Not to Exceed \$12,074,294.00:

Tim Sanderson, Transportation Manager, presented this item and stated this bus order differed slightly from the contract proposed in February. The funding was coming from the Federal Transit Authority (FTA) with a \$2.4 million match from the City. He noted they were not ordering an electric trolley because the current models did not meet FTA standards.

Mayor Worel asked what the training included. Sanderson stated the main training was for mechanics, but the operators would also go through training. Council Member Parigian asked about the delivery timeline. Sanderson stated there was a backlog in the electric bus industry and currently there was a 26 month wait time.

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

Council Member Dickey moved to authorize the City Manager to execute an agreement in a form approved by the City Attorney's Office for electric bus options from the Gillig/Utah Transit Authority contract to purchase a total of nine 35-foot battery electric buses, three depot chargers with nine dispensers, and workforce development training, in an amount not to exceed \$12,074,294.00. Council Member Rubell seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Parigian, Rubell, and Toly

EXCUSED: Council Member Ciraco

2. Consideration to Authorize the City Manager to Execute an Agreement in a Form Approved by the City Attorney's Office with Shuttle Bus Leasing for a 24-Month Pilot Program to Provide a Vehicle Lease for Eight 2008 35-Foot Low-Floor Diesel Gillig Buses, in an Amount Not to Exceed \$1,024,187.20:

Tim Sanderson, Transportation Manager, presented this item and indicated that leasing vehicles was necessary until the new electric buses were delivered in 26 months. He thought leasing buses now would be a good test for events such as the 2034 Olympics. He noted the leased buses would have the same branding as the other City buses. Sanderson stated the funding would come from the microtransit program funding.

Council Member Rubell asked what would be done with the old buses. Sanderson stated the leasing company was interested in purchasing the old buses. Council Member Rubell asked if the buses would help with running new routes or bus frequency. Sanderson did not expect this to expand the fleet, but it would help them know how many buses were needed to do the job reliably. Once the new buses arrived, they would look at expansion. Council Member Parigian asked why new buses were needed if the Number 10 bus line was discontinued. Sanderson stated some of the City

buses were transferred to High Valley Transit so the City was short on inventory. Council Member Parigian asked how much it cost to wrap a bus, to which Sara Rush-Mabry indicated it cost \$2,300 per bus.

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

Council Member Parigian moved to authorize the City Manager to execute an agreement in a form approved by the City Attorney's Office with shuttle bus leasing for a 24-month pilot program to provide a vehicle lease for eight 2008 35-foot low-floor diesel Gillig Buses, in an amount not to exceed \$1,024,187.20. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Parigian, Rubell, and Toly

EXCUSED: Council Member Ciraco

3.Consideration of a Request to Waive an Impact Fee and a Development Permit Fee for the Voluntary Affordable Housing Portions of the Studio Crossing Development, for a Total Amount of \$1,666,116.45, in Accordance with Municipal Code Section 11-12-15:

JJ Trussell, Deputy Building Official, and Justin Keyes, representing the developer, were present for this item. Keyes stated 208 affordable housing units would be in this development. It was the largest affordable housing project in the City. He noted they had added 23 additional affordable units since the original plan was proposed. Trussell explained the difference between the requested amount and the recommended amount was because they removed the 65 required affordable housing units.

Council Member Dickey asked if there was a discussion of waiving impact fees when the original agreement was made between the Council and the applicants. Mayor Worel did not recall this being discussed at the time. Council Member Rubell asked how the City encouraged people to meet the goals the City was trying to succeed. He asked if the Council could waive the fees for the additional 23 units as well. Trussell stated the affordable housing guidelines and the policy for waiving fees did not bind the Council from having discretion in determining waivers. Council Member Rubell felt this was a small investment for the great community benefit. Keyes noted he asked Mark Harrington, Senior City Attorney, when the waiver discussion would be discussed, and he was told to request it during the process.

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

Council Member Parigian stated all affordable housing was not created equal and asked if a sliding scale could be applied to the fee waivers so a bigger fee waiver could be awarded for lower AMI housing. Council Member Dickey indicated he reviewed the

1 incentives for this project, such as market rate housing and commercial, and this
2 request was another request for an incentive. He didn't think it met the standard of the
3 code. Council Member Toly supported the staff recommendation. Council Member
4 Rubell supported the recommendation plus a waiver for the additional 23 units being
5 built. Council Member Parigian supported the recommendation.

6
7 Keyes stated the project was difficult to pencil even with 80% AMI and he would
8 welcome a sliding scale incentive for lower AMI housing. Council Member Rubell asked
9 if the waivers could go to lowering AMIs, to which Keyes affirmed. He stated he just
10 closed the proforma for the financing, so he couldn't change anything until the units
11 were built.

12
13 Margaret Plane recommended bringing this item back as a Consent Agenda item when
14 the new numbers were firmed up.

15
16 Council Member Rubell moved to continue a request to waive an impact fee and a
17 development permit fee for the voluntary affordable housing portions of the studio
18 crossing development, for a total amount of \$1,666,116.45, in accordance with
19 Municipal Code Section 11-12-15, with an amendment to calculate a waiver to include
20 143 units and to have this item return on August 22, 2024, on the Consent Agenda.
21 Council Member Toly seconded the motion.

22 **RESULT: APPROVED**

23 **AYES:** Council Members Parigian, Rubell, and Toly

24 **NAY:** Council Member Dickey

25 **EXCUSED:** Council Member Ciraco

26
27 Mr. Crandall referred to the master leases and indicated they had not heard from Deer
28 Valley or Vail, but of the first four buildings of affordable housing being built, 75% had
29 letters of intent from the hospital and other organizations.

30
31 **VIII. ADJOURNMENT**

32
33 With no further business, the meeting was adjourned.

34
35
36

Michelle Kellogg, City Recorder



PARK CITY COUNCIL MEETING MINUTES - DRAFT

**445 MARSAC AVENUE
PARK CITY, UTAH 84060**

August 22, 2024

The Council of Park City, Summit County, Utah, met in open meeting on August 22, 2024, at 4:00 p.m. in the City Council Chambers.

Council Member Dickey moved to close the meeting to discuss property, litigation, and advice of counsel at 4:00 p.m. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco (remote), Dickey, Parigian, and Toly

EXCUSED: Council Member Rubell

CLOSED SESSION

Council Member Toly moved to adjourn from Closed Meeting at 5:24 p.m. Council Member Ciraco seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, and Toly

EXCUSED: Council Member Rubell

REGULAR MEETING

I. ROLL CALL

Attendee Name	Status
Mayor Nann Worel Council Member Bill Ciraco Council Member Ryan Dickey Council Member Ed Parigian Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	Present
Council Member Jeremy Rubell	Excused

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Dickey stated the Main Street Area Plan Committee continued their work and it was going great. There would be an open house in October, and he expected a robust discussion. Council Member Parigian asked to have a discussion on having a sliding scale for affordable housing fee waivers depending on the area median income (AMI). Council Member Dickey asked if staff should bring the Affordable Master Planned Development (AMPD) and the fee waiver policy to a work session for analysis. Council Member Parigian affirmed and indicated he wanted to look at any concessions the City gave to developers for affordable housing. He especially wanted to incentivize lower AMI housing units. Council Member Toly thought the work session should be an overall housing conversation instead of getting into the weeds. She had several questions about housing as well. Council Member Ciraco agreed and thought that would be a long and comprehensive conversation. Different projects and locations would have different answers, but he was open to it. Council Member Parigian felt there was an 80% AMI threshold, and it was difficult finding lower AMI housing. Matt Dias, City Manager, indicated staff would work with Council Member Parigian since he was a Housing liaison to plan a work session that would hit the mark on housing. Council Member Dickey indicated there were many places in the code to incentivize housing and if the code was looked at collectively, they could discuss what the City was getting in return for those housing bonuses.

Mayor Worel stated Park City had a relationship with Courchevel, France, since 1984 and they were proud of that. A student exchange was part of the relationship. She noted it was not unusual for a delegation from Courchevel to come here and noted that she went there with a Park City delegation last year. She announced that the Courchevel mayor and delegation would be coming here August 30-September 6 to learn more about how the City was a year-round vibrant city. Mayor Worel also announced a ribbon cutting event for an art project on the Rail Trail on Miner's Day.

Staff Communications Report:

1. Revised 2024 City Council Strategic Planning Retreat Summary and Decision Framework:

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

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

IV. CONSENT AGENDA

1. Request to Waive an Impact Fee and a Development Permit Fee for the Voluntary Affordable Housing Portions of the Studio Crossing Development, for a Total Amount of \$1,913,012 in Accordance with Municipal Code Section 11-12-15:

Council Member Dickey moved to remove Item One from the Consent Agenda. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, and Toly

EXCUSED: Council Member Rubell

1. Request to Waive an Impact Fee and a Development Permit Fee for the Voluntary Affordable Housing Portions of the Studio Crossing Development, for a Total Amount of \$1,913,012 in Accordance with Municipal Code Section 11-12-15:

Council Member Dickey stated Council Member Ciraco was not here last week and Council Member Rubell was absent today. He wanted to discuss this further when the entire Council was present.

Council Member Dickey moved to continue the request to waive an impact fee and a development permit fee for the voluntary affordable housing portions of the Studio Crossing Development, for a total amount of \$1,913,012 in accordance with Municipal Code Section 11-12-15 to September 5, 2024. Council Member Toly seconded the motion.

RESULT: CONTINUED TO SEPTEMBER 5, 2024

AYES: Council Members Ciraco, Dickey, Parigian, and Toly

EXCUSED: Council Member Rubell

V. OLD BUSINESS

1. Consideration to Adopt Resolution 16-2024, a Resolution Establishing the Nonprofit Services Advisory Committee:

Hans Jasperson, Budget Analyst, was present for this item and indicated this was a continuation of discussion that would address how the committee would prioritize funding and how it would be organized. Jasperson reviewed the funding priorities and noted that he expanded the priorities per the Council's direction. This would allow the Council's priorities to be emphasized while allowing nonprofits to be more flexible and innovative as they addressed the priorities.

Jasperson reviewed the resolution and indicated the purpose of the committee was to evaluate applications, interview applicants, and make award recommendations. The committee would be comprised of five to seven members, and they must live, work, volunteer and/or own property or a business within the City boundaries. A majority of members must live in the City limits. Priority would be given to those with nonprofit experience. He also reviewed the committee selection process as well as how

1 committee members would address conflicts of interest. He felt confident a diverse
2 group of people would apply to be on this committee.

3
4 Jaspersen indicated the resolution to form the committee did not address removal from
5 office, but noted this would be addressed at the next meeting. Mayor Worel thought it
6 was a good idea to have some nonprofits come present to Council on what they were
7 working on.

8
9 Mayor Worel opened public input.

10
11 Craig Weakley 84060 commended the Mayor and staff for the work done on this. He
12 expressed concern regarding the exclusion of nonprofit employees and board members
13 from participating on the committee. He knew there were concerns of conflicts of
14 interest, but that would exclude hundreds of people who were qualified to be on the
15 committee. He requested that point be reconsidered and noted that any conflicts of
16 interest could be addressed through recusal.

17
18 Diego Zegarra 84060 thanked the Council for their investment in the City. He worked for
19 a nonprofit and was considering this committee. He referred to other City committees
20 such as the Recreation Advisory Board (RAB) and stated they didn't bar athletes from
21 being on that committee, and stated nonprofit employees and board members should
22 not be barred either.

23
24 Helen Nadel was similarly concerned with the exclusion on nonprofit employees or
25 board members from being on the committee. She felt the committee would lose out on
26 a lot of knowledge from this group. Other groups addressed this issue with recusal.

27
28 Joel Zarrow 84098 stated the work done from service contracts was amazing. He
29 understood the challenge being faced. He suggested language that said the committee
30 shall have no more than two members who were employees or board members of
31 nonprofit organizations. He also was pleased to see language saying that members
32 could have nonprofit organization experience.

33
34 Megan McKenna 84060 agreed with the previous speaker and supported a committee
35 that was more inclusive.

36
37 Angelica Espinoza 84060 stated she worked for a nonprofit in the community and she
38 advocated for nonprofit employees and board members to be part of the committee.

39
40 Jocelyn Scudder 84060 worked for a nonprofit and stated she agreed with all the
41 comments presented today. She thanked the Council for supporting nonprofit
42 organizations. She shared it would be beneficial to have nonprofit employees or board
43 members on the committee because of their vast knowledge of how nonprofits work.

Emily Fisher eComment: "I have reviewed the proposed Nonprofit Service Advisory Committee resolution and I'm in full support of the proposed resolution as written. Unfortunately, I will not be able to attend the meeting tonight but please add my input and email to the record for public comment on this item. If you would like to discuss further or have any questions for me, please reach out via email or my cell phone. I am available this afternoon if needed. Thank you for your time and attention to the makeup and functioning of this committee and I look forward to the new process."

Mayor Worel closed public input.

Council Member Toly was excited for this committee and echoed the public comments advocating for nonprofit employees and/or board members being on the committee. Council Member Ciraco noted in the funding priorities, most of the categories were specific but the core services was broader. He asked that Jasperson narrow that description. He also noted the language which allowed people who didn't currently serve on nonprofit boards a chance to serve here. He felt this would accommodate a broader and more diverse committee. Council Member Dickey supported striking the nonprofit exclusion and stated he wanted experts in the field to participate. Council Member Parigian stated there were many former board members and employees in the area who could serve on the committee, so he supported the language as presented.

Mayor Worel stated it was suggested that the number of board members who served on a board be limited to two and asked Council Members Dickey and Toly if they would agree to that. Council Member Toly agreed. Council Member Dickey stated they should have trust in future councils and future boards, so he wanted to strike the language. Council Member Parigian did not want any participation from current nonprofit employees or board members. Council Member Ciraco stated if there was no interest from the public as the policy was currently written, then he would consider a change.

Council Member Dickey moved to adopt Resolution 16-2024, a resolution establishing the Nonprofit Services Advisory Committee, with the amendment to strike Section 8(b). Council Member Toly seconded the motion.

RESULT: FAILED

AYES: Council Members Dickey, and Toly

NAYS: Council Members Ciraco, Parigian, and Mayor Worel

EXCUSED: Council Member Rubell

Council Member Ciraco moved to adopt Resolution 16-2024, a resolution establishing the Nonprofit Services Advisory Committee. Council Member Parigian seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, and Parigian

NAY: Council Member Toly

EXCUSED: Council Member Rubell

2. Environmental Regulatory Program Updates:

Ryan Blair and Bella Marceau, Environmental Sustainability Department, presented this item. Blair reviewed his outreach efforts regarding the soil cover ordinance. Marceau stated they updated the webpage and added a good gardening section. Blair displayed the webpage and reviewed the links and information therein. Marceau indicated they created a mining history scavenger hunt which would include environmental information. They also promoted the library sustainability center with a display of good gardening books.

Blair referred to the Bonanza Park environmental site assessment and noted there were multiple contamination sources from the former gas station, dentist office, and violations to the soil ordinance. He noted there was no ground water contamination. He stated there was funding that could be accessed to help with the cleanup efforts. He asked if Council supported a voluntary cleanup program for the site and reviewed the process for entering into the program.

Council Member Ciraco asked if this was a necessary step to qualify for the Brownfield funding. Blair indicated it wasn't required but it would help. Council Member Parigian asked if the City could back out if it conflicted with the development, to which Blair affirmed.

Blair also updated the Council on the Gordo soils remediation and stated there were zero complaints on dust as the soils were removed. He indicated the goal was to ship the soils to the Summit County Three Mile landfill, but some of the soils had higher levels of contamination. Because of this, those soils were moved to another landfill. He noted the project would wrap up by the middle of September.

Blair reviewed some proposed soil ordinance technical updates, including offsite versus onsite disposal, consistent cap requirements, downgraded penalty change, and more emphasis on state and federal regulations for disposal. Council Member Dickey asked if the penalty reduction gave people the option to pay a fine instead of disposing of their contaminated soil. Blair stated those people would still have to remediate the soil and they would make sure the ordinance was being followed. The most common violations were during construction and staff would be there to ensure compliance. Margaret Plane, City Attorney, stated a class B misdemeanor had the option of jail time and they wanted to keep the infraction a civil matter.

Council Member Ciraco wanted to make sure the fines exceeded the cost of the infraction. Plane stated the infraction was regulated by the state.

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

Blair indicated he would come back in a month with the soil ordinance amendments, and he would keep the Council updated on the Bonanza Park soil remediation and the RFP.

3. 2024 Legislative Update:

Council Member Toly attended a Legislative special session and stated the emphasis was on affordable housing. She reviewed incentives the Commission on Housing Affordability proposed, including the reduction of zoning requirements, increasing residential density, expediting the land use process, and expediting administrative land use for identical plans. Council Member Toly indicated they would be hearing a lot about reduced parking requirements, impact fees, and blanket upzoning. She stated they met regularly, and she would continue to update the Council.

Council Member Parigian asked how this would affect Park City. Matt Dias stated these were proposals that the Legislature was considering enacting. They were deliberating the proposals. There was a concerted effort to make it easier and incentivize development from a state level. Sometimes it was incompatible with what Park City wanted. Council Member Parigian asked if this was an attempt by the state to control cities' land use abilities, to which Dias stated it could be. Council Member Toly indicated they were going to these committee meetings and advocating for what was written in the Park City land use code. But they also had to be cognizant of other cities as well.

Council Member Dickey asked if the Utah League of Cities and Towns (ULCT) would go after short term rentals. Dias didn't know but thought there was a growing sentiment that short term rentals were contributing to the higher priced housing market. He felt the state's position was changing and they acknowledged short term rentals was a contributing factor to higher home prices.

Plane noted that there was some consensus there should be deed restrictions on starter homes for primary residents. Council Member Toly indicated more cities were joining in on the resort caucus at ULCT events. These cities were asking Park City what could be done to reduce tourist impacts. She suggested another update could be given in September.

VI. ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

City Council Staff Report



Subject: Human Resources Software Contract
Authors: Sarah Mangano
Department: Human Resources
Date: September 5, 2024

Recommendation:

Consider a request to authorize the City Manager to execute a Contract in a form approved by the City Attorney's Office with Clear Company, LLC, to replace some systems from our ADP (HR/payroll) platform not to exceed \$119,840 over the next three years with the option to renew for an additional two years at an increase not to exceed seven percent.

Background:

The Human Resources Team provides recruitment and onboarding platforms for the City, supporting our mission to attract, develop, and retain a diverse and talented workforce that drives community and organizational success. We are committed to fostering a positive and inclusive work environment that encourages personal and professional growth, ensuring every employee feels valued and empowered to contribute to the company's vision and goals.

Through effective policies and continuous improvement, we aim to enhance employee satisfaction, productivity, accountability, and overall organizational performance. For example, we mandate quarterly opportunities for every employee to receive constructive feedback on their performance from their manager. Most of the elements above require processes managed and delivered through software systems due to the size of our workforce.

Analysis:

As the City moves to a new Enterprise Resource Planning (ERP) system, the HR Team is preparing to transition away from our existing ADP system to a Tyler Technologies system. The Tyler HRM system includes basic HR software tools in recruitment, onboarding, and performance management. Our organization requires enhanced recruitment and onboarding due to our high volume of seasonal hires. We also wanted to have a robust platform for performance management. We sought out a platform that would provide dynamic user experiences without needing three separate vendors.

As a result, we sought industry providers that could easily interface through electronic exchanges with both systems to support us today with ADP and into the future with Tyler. We referenced ADP Marketplace, a list of pre-vetted vendors that already have established electronic exchanges and have met ADP's security standards. We then compared this list to Tyler Technologies's electronic exchanges and security standards. ClearCompany is the only provider that has interfaced with the legacy Human Resources Management system (HRM) and the future HRM system while providing all three HR platforms. As a result, ClearCompany was sole sourced; we waived the standard procurement process as it was unlikely to produce competition based on our market research. Pursuant to Procurement Rules, the proposed contract was posted on the City website for 7 days without additional submissions or interest.

The initial implementation will commence on September 15, 2024, and become operational on November 1, 2024, provided the City Council approves the contract. As noted, ClearCompany's platform would be continuous and support the transition to Tyler Enterprises by providing a single source of data from ADP to Tyler.

Funding:

ClearCompany will cost \$119,840 over three years, with \$41,280 due in the first year to cover the software and implementation. The fee is offset by canceling these same types of platforms in ADP, reducing the total cost to the City by \$62,680.

Attachments:

Attachment A: ClearCompany, LLC Scope of Work

ClearCompany Statement of Work

This Statement of Work contains the services ClearCompany agrees to complete for Park City (herein referred to as "Client").

Client Name	ClearCompany Park City Implementation	
Prepared By	Justin Felton	
Date	Jul 22, 2024	
Project Start Date	Project Early End Date	Project Maximum End Date
September 5, 2024	December 19, 2024 - 15 Weeks from Start Date	January 9, 2025 - 18 Weeks from Start Date**

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Implementation & Support

Implementation comprises a highly organized, phased approach including the development of comprehensive implementation resources including a project plan and roll-out materials. The project plan will serve as a roadmap, outlining tasks, responsibilities, and timelines while roll out materials aid in the introduction and adoption of ClearCompany.

Objectives	Solutions
ATS, Onboarding, Performance and Goals Implementation	- Formal 1 hour Project kick-off call to set goals for the project, following a Partnership Kickoff call with your Customer Success Manager, to establish timeline and responsibilities and to verify the activities to be completed throughout the implementation. - Up to 18, weekly, 1 hour checkpoint calls (over 18 weeks) with the

	Implementation Manager. This is allowing for an estimated 5-6 weeks to fully implement each module (Recruiting, Onboarding, Performance and Goals). Implementation is not to exceed 18 weeks. - These sessions may cover topics such as: status updates of activities completed, technical and functional questions and advice, process configuration options, best practices and next steps. - Modules will be implemented in sequential order with one module starting upon completion of the previous module (recommended order is Recruiting, Onboarding, Performance and Goals. - Ability to go live with individual modules before all are completed (eg: Recruiting and Onboarding before Performance is completed), if desired. - Maximum estimated time of completion for ATS and OB: <i>November 28, 2024</i> - Maximum estimated time of completion for Performance and Goals: <i>January 9, 2025</i> - The above estimates are based on a maximum timeline of 9 weeks per module. Your ClearCompany implementation manager can move the project more quickly, if needed. - Formal 1 hour Project wrap-up call to conclude activities, transfer your account to your CSM, finalize questions and understanding, and set next steps to continue work on any outstanding tasks with designated task owners. - If needed: Up to 2, 1-hour strategic post-wrap-up calls with IM and/or CSM - All calls will be conducted via scheduled Zoom virtual meetings. - Client will go through a series of online learning courses with weekly check-in calls to have questions answered, discuss best practice and configuration options. - It is the responsibility of the Client to complete activities assigned to them in between check-in calls in order to keep the implementation moving forward. - The Client team may include the following Roles and Responsibilities. It's best to have more than one contact while implementing, to avoid a single point of failure: - Project Sponsor: Decision maker of the project. Signs the contract, is aware of progress, and removes obstacles on Client's end when needed. - Project Manager: No formal project management experience needed, simply an individual who will "own" the project and ensure tasks are being completed. - Payroll/IT Admins: Individuals who can assist with configuring ADP to integrate with ClearCompany and assist with email whitelisting and posting a ClearCompany careers page. - HR Team Representatives: Members of Recruiting, Payroll, etc. who will ensure existing HR processes are set up as desired in the ClearCompany system.
--	--

System Configuration	- ClearCompany will configure the following items within the Client's account. Anything additional to the below is the responsibility of the Client to set-up directly. - o 2 External Application - o 1 Internal Application - o 2 Hiring Workflows - o 5 Texting Templates - o 10 Recruitment-related email templates - o 2 Interview Scorecards - o 5 Offer Letter Templates - o 10 Onboarding Packets Template with Client provided forms - o 10 simple custom forms. More than 10 forms may incur additional costs. - o 5 Review Templates - o 3 Review Workflows - Client to provide all set-up content at the start of implementation. - ClearCompany will support up to one round of updates to the above items based on testing feedback. - Client is responsible for review and sign off of all configured content. - If Client requires content in languages outside of English, translated content must be provided alongside English content for configuration.
Dedicated Team	- A <i>Senior Implementation Manager</i> dedicated as your ClearCompany Project Manager to guide the project team through the phases of the implementation and involve additional ClearCompany experts as needed. - A dedicated, <i>Enterprise Customer Success Manager</i> (CSM). Your dedicated Enterprise CSM will remain on your account to ensure you continue to meet your strategic goals with us. - A dedicated <i>Senior Account Manager</i>. Your Senior Account Manager will ensure you are getting the most from your investment. They will partner with you on growth initiatives and business planning activities. - The Technical Support Team is a team of system technical experts ready to answer your question. Technical Support is also available for Hiring Managers and recruiters across all locations, Monday-Friday 8am-8pm ET. - Unless otherwise stated, all contacts available standard working hours based on their time zone, Monday-Friday.
Training Resources	- ClearCompany Implementation Manager will provide up to 2 live training webinars. - ClearCompany will provide tutorial trainings customized to the Client's process from the Training Bytes Menu here: - o Full Platform - Stock Training Byte Tutorials - o Up to 20 Custom Training Videos - Access to the ClearCompany Learning Center which includes: - o Short, engaging, targeted learning courses - o Information presented in multiple ways to accommodate different learning styles - Access to the Help Center directly in the ClearCompany system. - Live chat available for technical support.

Product Functionality

Applicant Tracking

Objectives	Solutions
Job Posting	- ClearCompany's requisition creation process supports Recruiters or Hiring Managers opening requisitions from a blank form or from previously entered requisition templates. Job descriptions and other fields are editable once populated in the requisition. Clients can add any number of custom fields to the requisition as needed, which can be free-form text fields, radio buttons, or multiple-selection fields. Multiple-selection fields can be pre-populated with possible selections. - When creating a requisition, users have the ability to leverage AI technology to create and refine job descriptions using a generative pre-trained transformer (GPT) embedded into the ClearCompany platform - ClearCompany initiates a job description prompt based on the position title. Users can continue to refine the job description. - Users can choose to: - Accept the output - Undo the results by reverting the job description to the previous state - Erase and start from the beginning returning users to the initial prompt. - Approvers for the requisition can be entered in a sequential chain. They can be added ad-hoc during requisition creation, pre-populated from a template, or a combination of both. The listed approval chain is editable if an approver is unavailable. - The application to be used with a specific job posting is selected during the requisition creation process, or can be preselected on a requisition template. This application is created and edited by the Client. An application can have custom knockout questions, which remove a candidate from the hiring process entirely. Applications can also have custom questions that assign a specific grade (A, B, C, X) to a candidate based on the desired answer to specific questions in the application. Free text answers and system fields are excluded from autograding rules. - Applications support multi-language capabilities including: English, Spanish, French, and Italian. Application content must be translated by the Client. - Jobs are posted to Indeed.com, Monster.com, ZipRecruiter.com, Glassdoor.com, LinkedIn.com, and LinkUp.com under the Client's name, as well as the Client's Careers Page. - For more information about the career page, see section called "Career Page" - For more information about branded job postings, see section called "Multi-Branding" - Jobs posted to organic (free) postings on Indeed.com are automatically refreshed every 60 days. - Jobs can be posted to other sources manually. The ClearCompany system

	will generate source-specific links so you can track the applicant source. - Candidates viewing a job on Indeed.com can take advantage of Indeed's "Easy Apply" function, allowing them to submit their candidacy by clicking the Easy Apply button on an Indeed job posting. - Candidates will be prompted via a notification on Indeed.com that there is a job application that the job poster would like them to complete. Completing the application is not required for their data to appear in ClearCompany. - The simplified job posting process allows for easy posting and will help reach more candidates for the Client's positions.
Career Page	- Candidates can apply to open positions from the career page embedded on the Client's website. ClearCompany integrates into careers pages via: - A ClearCompany-provided Javascript snippet embedded into a Client-hosted web page. This web page will control the styling of the job list view and job detail view for candidates to view open positions, read job descriptions, and enter the application process. - A ClearCompany-provided careers page, embedded through an iFrame, or a Standalone career site linked from the Client's website. The ClearCompany-provided careers page styling is controlled through an editor configured by the ClearCompany team to match the Client's branding. - If the provided embedded option is not desired, clients can design their own career page and utilize ClearCompany's XML or JSON data to provide job listings. The Client is responsible for building this page within their hosted website. - The application process does not require any account creation and will allow candidates to apply entirely on a mobile device to decrease the time needed to apply for a position.
Custom Source XML/JSON Feed	- ClearCompany will provide 3rd party job boards with a custom source XML or JSON feed. - The 3rd party is responsible for utilizing the provided feed to post jobs and redirect candidates as necessary.
Candidate Mobile Functionality	- Candidates can complete job applications on the ClearCompany platform via their mobile device's web browser, including reasonably modern smartphones and tablets. - Candidates can respond to text messages initiated from the ClearCompany platform. - Candidates can use their preferred e-mail application to send and receive emails to recruiters and hiring managers and select proposed interview times. - Candidates can view and sign offer letters from a mobile device in addition to completing new hire paperwork.
User Mobile Functionality	- Recruiters and Hiring Managers can complete the following tasks on "smartphone" mobile device's web browser: - Access specific requisitions they are assigned to and review candidate profiles - Change a candidates workflow stage - Email a candidate - Send an SMS message to a candidate

	- Change the grade of a candidate - Forward the candidate to another Requisition or Talent Community - Review Interview Guides - Complete Interview Scorecards
Email Communication with Candidates	- Recruiters and Hiring Managers can communicate with candidates via one-to-one email or bulk email, using free-form text or shared templates for either option. Emails created from templates can be edited by the e-mail author before sending.
SMS Functionality in Recruiting	- ClearCompany provides Text-to-Apply functionality for each requisition a client opens. - The Client will be assigned a pool of 10-digit phone numbers that they will own; no other clients will have access to those numbers. - The Client can activate any of the phone numbers they own for any requisition. The Client then chooses the unique "activation code" (e.g., "JOBS") they'd like to use for that requisition. - A QR code is automatically generated by the ClearCompany system for that requisition, and can be downloaded as needed. - Text-to-Apply text capabilities are available in English. - Text messages can be authored and sent by a Recruiter or a Hiring Manager to a single candidate from the Candidate Profile to any candidate whose phone number has a "+1" country code and is specified as being a cell number. - Text messages will be sent to the candidate from a "proxy" number, generated by ClearCompany and assigned to each conversation with a candidate at random. - When an SMS interaction is initiated with a candidate from a requisition by a Hiring Manager or a Recruiter, that conversation uses a specific SMS telephone number connected to the Client's account. - Within a requisition, a candidate will receive all messages from the Recruiter using the same phone number so they have a consistent thread of communications. If a thread is dormant for an extended period of time (usually over a month), it's possible that when the conversation is restarted, a new phone number will be used and therefore a new thread. - If the candidate restarts the conversation with a number no longer assigned to their original conversation, their message will still be received by the Recruiter, a new number will only be assigned upon the Recruiter's response. - Texting templates can be leveraged to create consistency in candidate communication. - Text messages can be sent in bulk to up to 100 individuals at a time. Candidates have to be opted in to receive texts. Bulk texts sent can change a candidate's workflow state. Texts sent in bulk can leverage texting templates or be free-form. The character limit on a text sent in bulk is 320 characters.
Re-Engage with Prior Qualified Candidates	- When opening a requisition, the ClearCompany platform will automatically provide a group of candidates that previously applied to the same Role, in the same location and were dispositioned favorably. - The Talent Communities tool is available for a requisition as long as the requisition is open, and will bring new candidates that

	match the criteria into the search on an ongoing basis until the requisition is closed. - Recruiters can remove the “dispositioned favorably” filter on a search-by-search basis - Results are limited to candidates in the data segment(s) that a User has access to (See section: Data Segmentation for more details) - Drip campaigns can be initiated from within a Talent Community. - Up to 5 emails can be added to a campaign leveraging email templates. - The first email will go out as soon as prospects are added to the campaign but an email cadence can be added for emails 2-5. Cadence selections range from 1 day to 90 days - Prospects added to a campaign will appear in a “Contacted” workflow stage. - Prospects can be removed from the campaign at any point manually or by a prospect selecting the “I’m Not Interested” button found in each campaign email. Prospects that select the “I’m Interested” button within the campaign email will be added to the “Interested” workflow column. - Campaign email contents can be edited while the campaign is running. - Once a campaign has been initiated, it can be stopped. This stops all scheduled outgoing emails. - Candidates who have elected to “opt-out” of notice of future positions on the application cannot be added to a campaign as a prospect. - The most recent email sent is listed in the “Latest Email” column.
Candidate Search by Candidate Name	- Recruiters and Hiring Managers can search for Candidates by first and last name via the main search bar within the system. This will search the entire Client’s account for candidates that meet the search criteria. Results are limited to candidates in the data segment(s) that a user has access to (See section: Data Segmentation for more details). - Within an individual requisition, candidates can also be searched for by first and last name. - There is additional search capability to search for a candidate outside of name. - Hiring managers can have limited candidate search capabilities or have the ability to search all candidates depending on the Client’s defined process. - Recruiters will have the ability to search for a candidate to find them based on their name or via the Advanced Search capabilities. The ClearCompany search platform uses a technique called stemming to identify the root, or stem, of a word. This technique allows variants of a word to be correctly identified during the search process. For example, text, texts, and texting are all identified correctly through our search.
Hiring Workflows	- Candidates can be moved to custom workflows that are determined by the Client. - Macro level workflows are predetermined within the ClearCompany system and cannot be changed. These include: - New Applicants

	- Screening - Interviewing - Offer - Hired - Dispositioned - The Client can customize micro level workflows under these categories. - Workflows can be standard across the board or vary on a role by role basis. - Workflows can be assigned to numerous roles so that it's not necessary to define individual workflows for each individual role.
Former Employee Tag	- ClearCompany will tag a previous employee with a "Former Employee" designation automatically when a candidate applies with the same personal email as a terminated employee. - This tag can also be applied manually by a Recruiter or Hiring Manager as needed. - "Former Employee" tag automation requires historical terminated users to be uploaded via a User import. If this functionality is desired, the Client will provide a list of historical terminations in an Excel spreadsheet, including First Name, Last Name, Email Address Termination Date, and Termination Reason (Voluntary/Involuntary). - ClearCompany's Implementation Team will assist with User Import once data is received from the Client. - Historical terminated employee User import is recommended to reduce risk of re-hiring involuntarily terminated employees.
Interview Scheduling	- In Application - Upon completion of an application, candidates can be presented with a calendar of the recruiter's availability to schedule the initial interview. - One-on-One - Send link via email or SMS that provides interviewer's calendar for a candidate to select a time - Recruiters or Hiring Managers can select specific times on their integrated calendar (Gmail or Outlook) and send those specified times to up to 20 candidates at once. - The scorecard selected during the scheduling process will get sent to the interviewer automatically and be accessible via the link found in the calendar invite. - Multiple Interview Scheduling - When scheduling panel or back-to-back interviews, interviewer calendars are visible side by side to choose the desired interview schedule. - The scorecard selected during the scheduling process will get sent to the interviewer automatically and be accessible via the link found in the calendar invite. - With all scheduled interviews - Calendar invites will be sent to the candidate and the interviewer for the selected date/time and link to the virtual meeting room (if applicable).
Virtual Interview Links for	- Virtual interview links can be automatically populated when an interview is

Interviews	scheduled from the application or with one-on-one interviews. - Links are generated using the interviewer's meeting link. - The following providers are supported - Google Meet - Microsoft Teams - Zoom - GoToMeeting
Deliver Offer Letters to Candidates	- Users with a specified "Offer Letter Sender" permission can create and send an offer letter to a candidate. - Offer Letters can be templated. The Offer Letter can be edited by the creator before being sent to the candidate. - Offer Letters can go through an approval process, either set within the template or added ad-hoc during the creation of a specific Offer Letter. - The Offer Letter will pre-fill with details specific for that candidate's offer (ex. position title, pay rate) via requisition, candidate and offer letter custom fields. - Offer letters are sent individually from a candidate profile, there is not currently functionality to send offer letters in bulk to multiple candidates at the same time.
Initiate Background Checks to Candidates	- Background checks can be initiated: - From a candidate's profile page, by a user with the "Background Check" permission - Automatically initiated upon a signed offer letter by the candidate - The candidate receives an email and can receive an SMS message to complete the background check authorization form. - Background checks are automatically submitted to be run by the research team. - Background checks appear as pending while the order is being completed. - A completed message will appear on the candidate profile once the background check is complete and designated users can be notified via email with status updates. - A link to Compliance and Dispute Forms will be present on any pending or complete background check.
Multiple Language Options	- ClearCompany's platform text is available in English, Spanish, French and Italian. - Additional languages can be scoped.* - All custom account content must be provided in the languages required (no translation service available). - Support, training and implementation only available in English.

Onboarding	
Objectives	Solutions
Onboard New Hires	- ClearCompany's Onboarding solution can send a predetermined packet of forms to new hires. - Forms can be - New Hire information-only (no signature needed)

	- New Hire mark as reviewed (a “check box signature”, with date, time, and IP address recorded in the onboarding packet) - New Hire Fillable form (one or more fields for the New Hire to enter information) - A place for the new hire to upload a document. - ClearCompany maintains a library of US Federal and US State tax forms and select EEO forms that are automatically updated in your account. - ClearCompany also provides a library of commonly used forms, like direct deposit and emergency contact. - In addition to stock forms, the Client can have custom forms. 10 simple custom forms will be developed.* - Custom forms take up to 3 weeks to be developed - Any updates required to custom forms over time must be submitted to the ClearCompany Technical Support team. - Fields in fillable forms can pre-populate with information gathered in Applicant Tracking System requisition fields, candidate fields, or offer letter fields. - The New Hire will need an email address for onboarding packet delivery, and will be required to login with a unique username and password to complete their onboarding packet. - Once packets are launched, packet management is, including hire dates, task assignees and forms, are managed individually by new-hire packet. - Each form will have one internal approver who reviews and then subsequently approves or rejects what the new hire entered. - All forms and Internal Tasks are due on the same date, known colloquially as the “Start Date.” - When needed, Start Dates can be updated individually on each New Hire’s packet. - Predefined internal tasks may be sent to one existing employee per task to complete as part of the onboarding of a new hire. - Internal and New Hire tasks are considered incomplete until they are marked as “completed” in the ClearCompany platform. - Reminders to complete outstanding tasks are sent to the new hire and to internal stakeholders every 24 hours until the tasks are completed following the Start Date, or until 30 days after the listed start date has passed. - ClearCompany stores all completed online forms and an individual employee’s completed onboarding packet can be downloaded from the system once it is 100% completed. - Onboarding packets completed in ClearCompany will be attached to the “Files” tab of an Employee Profile. There is not an option currently to bulk upload historical packets to historical Employee Profiles.
Launch Onboarding Packets to Groups of New Hires	- An onboarding packet can be launched in bulk by users with the Onboarding Coordinator and Recruiter permissions to up to 100 candidates at a time. The User will select Role, Title (If different from Requisition), Hire Date, Office, Department, Manager, and Onboarding Coordinator if needed (otherwise, they will pre-populate based on information from the requisition), and Employee ID can be entered, if known. - Every new hire in the group will receive a customized email template that displays their specific role details and a unique link to their onboarding packet.

Advanced I9 and E-Verify	- ClearCompany uses simplifi-9 as an Advanced I-9 and E-Verify provider. Section 1 of the simplifi-9 I-9 form is embedded directly into the ClearCompany onboarding packet for the new hire to complete. - The employee(s) responsible for completing Section 2 of the I-9 will access simplifi-9's dashboard (via a link in the ClearCompany platform) to complete Section 2 and, if desired, manage the E-Verify process. - Simplifi-9 offers a "Name Your Own Completer" function, allowing clients to authorize a non-employee representative to complete Section 2 of the I-9 on behalf of the company. simplifi-9 levies an additional charge for each use of this functionality and provides support for the service directly to the named Completer. - Once Section 2 on an I-9 has been completed, simplifi-9 can manage the E-Verify process on behalf of a client. - The document information submitted by the new hire and confirmed by the employee that completed Section 2 will enter an E-Verify queue, the status of which can be tracked on the users simplifi-9 dashboard. From that dashboard, the employee can see which E-Verify cases are Pending, Requiring Action, or are Open Cases to be Closed.
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Performance & Goals	
Objectives	Solutions
Launch Performance Reviews	- Performance reviews can be configured and launched by users with the Performance Administrator permission, and completed by any user with the Performance Management permission - When launching a review, administrators can choose the specific users to be included in and excluded from the review. - New hires can be automatically enrolled in performance reviews when an Onboarding packet is sent to the new employee. Prior to the review launching to the new hire, their review assignment must be confirmed. - Performance Administrators can create their own workflows, review scales, and questions. - Employees will login to the ClearCompany platform to complete their performance reviews, if applicable, as part of the performance review workflow. - Optional Email Notifications will prompt the employee to complete their review in the ClearCompany platform. - Completed reviews will be attached to the Employee's Profile in the ClearCompany platform.
Role-based competency performance reviews	- The ClearCompany platform contains a competency library provided by HRSG that can be automatically pulled into a performance review if they are associated with a role being reviewed. - Clients get access to up to 60 HRSG Competencies and unlimited number of their own custom competencies. - Clients can use pre-constructed roles that are provided with ClearCompany's competency library, or create their own ad-hoc. - Competencies within the library can be modified by the Client.

	- Client is responsible for creating or selecting their competencies from the library and assigning them to their roles, should they wish to use them.
Employee Goals	- Any user of the ClearCompany platform with the Goal Alignment permission can set goals for themselves - Goals are text-based, and have specific start and end dates. Goal descriptions and dates can be edited after creation, if needed. - When a goal is created, the Manager for that employee can be notified via email. - Managers can set goals for their direct reports. - Goals can be pre-determined based on the role of the employee, and automatically assigned to any new hire in that role. - Goals can be aligned to a goal of the employee's Manager - The visibility of the goal can be limited in a variety of ways, though the listed CEO of the organization and HR Administrators will always be able to see any goal. - Goals are updated by the user they are assigned to - Updates are text-based - Employees can select from set statuses to identify if they are "Ahead", "On Target" or "Behind" on the goal - When a goal is updated, the employee's manager can be notified via email - Goal status update and manager feedback reminder emails can be sent on a cadence of weekly, every two weeks, or every four weeks. Alternatively, these reminders can be disabled. - Goals can be created, reviewed, and updated on mobile devices.
Employee SMS Notifications	- Clients can utilize Employee SMS Notifications to send out 1-way communications to employees. - When a message is sent, the platform captures if that text was: - Delivered - received by that phone number - Failed - not received by that phone number - Pending - still attempting to send communication to that phone number
Employee Recognition	- Shoutouts - Term used for employee accolades within the ClearCompany platform. - Shoutouts can be given to an individual or a group of individuals. - Email notifications can be sent automatically to the individual receiving the accolades and their direct manager. Shoutouts are also recognized on the company newsfeed. - Shoutout reporting allows administrators to see all employees who have received a shoutout and filter by various criteria including date range, department, office, etc.

Surveys

Objectives	Solutions
Employee Surveys	- Pulse Surveys can be configured and launched from the ClearCompany platform by users with the Survey Administrator permission.

	- ClearCompany provides stock survey content, including: - Change Cadet: Diversity, Equity, Inclusion, & Belonging (DEIB) Survey - Diversity Equity & Inclusion Employee Survey - Diversity Equity & Inclusion: 3-question Diagnostic Survey - Emotional Wellbeing & Mental Health Employee Survey - Employee Engagement Survey - Employee Retention Survey - Employee Scheduling Satisfaction Survey - Employee Work-Life Experience Survey - New Hire Experience - First 90 Days - New Hire Experience - First Week - Remote Work Survey - Teamwork & Collaboration Survey - eNPS Simple Survey - Clients can create their own surveys using scales and questions of their choosing.
Survey Distribution Options	- Surveys can be delivered to end-users via the following methods - Email - based on email available on user account - Text - based on phone number available on user account - Direct URL Link - link connected to survey and distributed outside of the ClearCompany platform - Client-Generated QR code - Generate a QR code using the Direct URL Link options above connected to survey and distributed outside of the ClearCompany platform - Outlined below are various situations to provide user access to login and complete surveys: - Surveys can be delivered to end-users via the following methods - Email - based on email available on user account - Text - based on phone number available on user account - Direct URL Link - link connected to survey and distributed outside of the ClearCompany platform - Client-Generated QR code - Generate a QR code using the Direct URL Link options above connected to survey and distributed outside of the ClearCompany platform - Outlined below are various situations to provide user access to login and complete surveys:

Reporting

Reporting services provide clients with a centralized and convenient place to view the most important metrics related to recruiting, onboarding, and performance. By leveraging these services, clients gain access to comprehensive analytics that allow them to track and assess key performance indicators in a single location.

Objectives	Solutions
Run Standard & Custom Reports	- Clients will have access to ClearCompany standard reports. - Custom reports can be created for a client by ClearCompany using data fields available in the ClearCompany platform.* - Custom reports take up to four weeks to be developed. - In the Standard Reporting & Analytics Suite, data walls are respected. - Note that custom reports do not adhere to data walls.

Import Services	
Import services allows the client to seamlessly migrate and leverage valuable information from your existing candidate database to optimize recruitment efforts, improve candidate management, and enhance overall efficiency in the hiring process.	
Objectives	Solutions
Self Service Requisition & Candidate Import	- Requisition & Requisition Template Import - The Client is responsible for creating all requisitions necessary upon go-live within their ClearCompany instance. - A bulk import can be done for a client by ClearCompany.* - Resume Import - The Client is responsible for uploading all resumes to the appropriate requisition. - Candidate CSV Import - The Client is responsible for populating the import template and completing the import within their ClearCompany instance. - The Client is responsible for extracting data from their previous ATS and populating the ClearCompany Import Template to the specifications. - A bulk CSV import can be done for a client by ClearCompany. Additional details in the CSV Candidate Import section below. - It is recommended that historical candidates that are imported are candidates who would be considered for future positions, and current within the past 2 years. For example, seasonal candidates would be imported to a requisition titled "Historical Seasonal Candidates," and this pool of candidates could be used when seasonal positions are opened by the Client's team. - Historical candidate data older than 2 years is not recommended for hiring purposes, only for historical reporting purposes. - There is no requirement to import historical candidate data into the ClearCompany system.

Integrations	
Objectives	Solutions
System of Record Integration with ADP	- Locations in ADP can be setup as Offices in ClearCompany. - Departments in ADP can be setup as Departments in ClearCompany. - You have the option of not syncing departments associated with certain Payroll Group Code/s or Legal Entity ID/s. - Job Titles in ADP can be setup as Roles in ClearCompany. - These data points are optional to sync to ClearCompany. - If a data point (location, department, and/or job title) is synced, when you add a new entity or update the name of an existing entity in ADP the changes will be reflected in ClearCompany. - Employees in ADP will be set up as Users within ClearCompany. - You have the option of not syncing employees associated with certain Payroll Group Code/s or Legal Entity ID/s. - Employee-related fields that can be optionally disabled <i>after</i> initial connection are: Role, Supervisor, Compensation Information, personal email, work phone number, mobile phone number, date of Birth, SSN/National ID, Gender, Address - Data from ADP will sync to ClearCompany on an hourly basis for updates. Clients have the ability to manually refresh data. - Locations/Offices, Departments, and Job Titles/Roles can be included or excluded after the initial connection by the Client, either in bulk or individually.
New Hire Data Transfer to ADP Workforce Now	- Key new hire data will be sent to ADP WFN API endpoints upon one of the following triggers, depending on client preference: - Movement of a/multiple candidate(s) into a specific workflow OR - Upon completion of all tasks in an onboarding packet - Client's have the ability to manually trigger the data via the Hire Tab on the Candidate Profile. - The Client can choose which ADP New Hire Template the data is sent to via a custom requisition field. - This can include ADP System Templates and/or Custom Templates. - The new hire data will create an In-Progress Hire record in ADP, where the new hire will be finalized by a member of the Client's team. - Upon finalization of the new hire, emergency contact and direct deposit information will be sent to ADP automatically from ClearCompany, completing the employee profile. - For the list of fields and details of the ADP WFN API integration, please click here. - Full documents are not part of the Connector and will reside in ClearCompany.
ADP Workforce Now Rehires	- If the Client decides to hire a previous employee through ClearCompany, the employee will be reactivated in ADP Workforce Now and their

	information updated. - Prior to rehiring the employee, the employee must either already exist in ClearCompany in the terminated user list, or they must exist in ADP. - The pieces of employee data that will be updated in ADP are: - Department - Office - Job Title/Role - Pay Type - Pay Amount - Pay Frequency - Standard Hours - Legal Address - Supervisor - ClearCompany can also rehire them if they are being rehired into a different company code within ADP - Any additional fields that need updated will need to be updated in ADP manually by a Client team member. - In order to take advantage of this feature, the Client must utilize the ClearCompany Onboarding Module, and all terminated employees will need to be added into the ClearCompany system as terminated employees. - If terminated employees are not added into the ClearCompany System, the Client can utilize the Rehire Functionality for employees rehired after the organization began using ClearCompany.
Additional Integration Capabilities	- When the Client transitions to Eden by Tyler Technologies, there are several integration options. This transition will ensure there is no candidate/employee data lost. - The ClearCompany platform will transition from the inbound data feed from ADP to Eden when desired by The Client. - All integration options with Eden are outlined in the remaining sections.
.CSV	- If the desired Eden integration method, ClearCompany will build a .CSV export file to be used for manual entry or upload into a third party system. - ClearCompany will work with the client to determine the information to be included in the CSV file and the appropriate formatting. - If possible, the client will provide a template for the ClearCompany Team to reference. - Key data will be pulled into the CSV file upon one of the following triggers, depending on client preference: - Movement of a/multiple candidate(s) into a specific workflow OR - Upon completion of all tasks in an onboarding packet OR - Listed Start Date - The client will be responsible for pulling the CSV file at a set frequency with a fixed look back period and either manually uploading the file or keying in the information to the third party system.
Outbound SFTP	- If the desired Eden integration method, ClearCompany will setup a SFTP

	to be used to automate the transfer of data from the client's ClearCompany account to a third party system. - The client or third party system will provide ClearCompany with a file template for reference during the build process. - The client or third party system will be responsible providing ClearCompany with the follow SFTP credential information: - URL/Host or IP Address - Password - Username - Required File Name Pattern - Key data will be sent to the third party system upon one of the following triggers, depending on client preference: - Movement of a/multiple candidate(s) into a specific workflow OR - Upon completion of all tasks in an onboarding packet
Inbound SFTP for User Management	- If the desired Eden integration method, ClearCompany will accept the inbound .CSV file via SFTP protocol to create new employees and maintain those employees. - The client is responsible for building the .CSV file to ClearCompany specifications. - The client is responsible for determining the frequency of send for this .CSV file. - Only employees who are created via the inbound .CSV can be maintained via the inbound .CSV. Any employees created manually cannot be maintained via this method. - The following fields can be included in the inbound .CSV via SFTP: - SFTP Vendor User ID* - First Name* - Last Name* - Email Address* - Username (separate from email address) - Status* - Reports To Email - Hire Date* - Department* - Office* - Role - User Admin Permission - HR Admin Permission - Roles Admin Permission - IT Admin Permission - Goal Alignment Permission - Goal Admin Permission - Performance Module Permission - Performance Review Admin Permission - Performance Review Reporting Permission - Employee Permission* - Termination Type - Termination Reason - Termination Date - Tags (must first exist in ClearCompany) - Data Groups (must first exist in ClearCompany)

	- ClearCompany will provide you with a detailed spec sheet regarding the importable fields and the required specifications. - The inbound .CSV file via SFTP will create new offices, departments, and roles if the value does not exist in ClearCompany.
Standard API Access	- ClearCompany will provide API specification documentation to the client and 3rd party vendors as necessary. - Each third party vendor integrating with ClearCompany through the ClearCompany API will be setup with API credentials. - The client or 3rd party is responsible for building to the ClearCompany API specifications.

***= additional cost**

Descriptions of system functionality in this document supersede all previous explanations of system functionality including RFI's, RFP's, emails, etc.

****= maximum end date changes**

Any additional requirements introduced, or changes to the project's scope not stated in this SOW after the project has been initiated, will result in alterations to the project's maximum end date. In most cases, these changes result in an extended maximum project end date. It is the ClearCompany team's priority to keep all projects on-time and on-budget, and also to meet the Client's needs if scope changes are requested during the implementation project. Changes to the project scope will be discussed and agreed upon by the Client and ClearCompany team, if applicable.

Exclusions

- No API Custom Development will be provided by ClearCompany, and no access to the ClearCompany Development Team will be available.
- Functional modifications to the core ClearCompany platform
- Access to ClearCompany Developers for custom development work
- 24-Hour Customer Support
- Onsite visits may be requested by the Client but is outside of initial scope and will incur additional cost of service and travel.
- Any items not otherwise specified in this Statement of Work will be considered out of scope; unless otherwise agreed upon by ClearCompany. Additions to the scope of this project will require a change request and additional fees.

City Council Staff Report

Subject: EmPOWERment Project – Phase 3 Artwork Approval
Author: Jenny Diersen
Department: Special Events
Date: September 5, 2023

Recommendation

Review a recommendation from the Park City Public Art Advisory Board (PAAB), hold a public hearing, and consider the acquisition of 44 artworks (**Exhibit A**) for Phase Three of the EmPOWERment Project in a form approved by the City Attorney.

Executive Summary

Public art creates a sense of community and place, adding vibrancy to our community. According to the [PAAB Policies](#) (p. 6), all decisions regarding public art shall be made final by the City Council.

After attending a City Tour trip to Fort Collins in 2011, the EmPOWERment Project was born in Park City. 2018 after working closely with Rocky Mountain Power, the City secured Access Agreements to wrap [nine RMP utility boxes](#) (June 21, 2018 - [report](#) p. 105/ [minutes](#) p. 8).

The PAAB identified and completed phase two of the EmPOWERment in 2023 ([report](#) p.454 / [minutes](#) p. 7). As part of the project, we renewed the [Access Agreement](#) (p. 16), which outlines rules and regulations for placing artwork onto each utility box. The new agreement does not terminate and provides a process for HOAs to wrap utility boxes not identified as part of this City project.

Analysis

On May 16, 2024 ([report](#) p. 23 / [minutes](#) p. 3), the City Council approved the [PAAB's Strategic Plan for 2024](#), which included phase three of the EmPOWERment Project. On May 3, we released a [Call for Artists](#) for the third and final phase of the EmPOWERment project. The project focuses on acquiring artwork from local and regional artists. The project's theme included the natural environment, arts and culture, community, and history of Park City. We identified [44 locations](#) (p. 7) throughout Park City. This project's third and final phase focuses on neighborhood utility boxes in areas like Park Meadows, Thaynes, Deer Valley, Marsac, and Park City Heights.

At the regularly scheduled PAAB meeting on August 12, 2024, the PAAB reviewed all the artwork based on the proposal's clarity, themes' alignment, alignment with the PAAB's mission and goals, City Council's priorities, and quality and artistic excellence. The PAAB unanimously recommends the selections outlined in **Exhibit A**.

We recommend accepting 44 artworks for this project, which features 15 youth and 41 local artists. Rocky Mountain Power must replace eight rusted panels before we can install some of the artwork. Because this year's project is much more in residential neighborhoods than before, we will coordinate directly with homeowners with a Utility Box on their property before placement.

Separately, the City released an [RFP for a printer for the EmPOWERment Project](#). Once the service provider is selected (estimated in early September), they are responsible for scanning, printing, and installing each artwork in the identified locations. The printer will be approved administratively based on the City's Procurement Policies. If approved, we anticipate completing this project by the end of October.

Funding

Artist stipends are \$400 each (\$17,600 total), while the printing RFP is estimated at \$35,000. The total budget is \$52,600. The project is funded by the Public Art CIP allocation and within the existing Public Art budget. This is not a Percent for Arts Project.

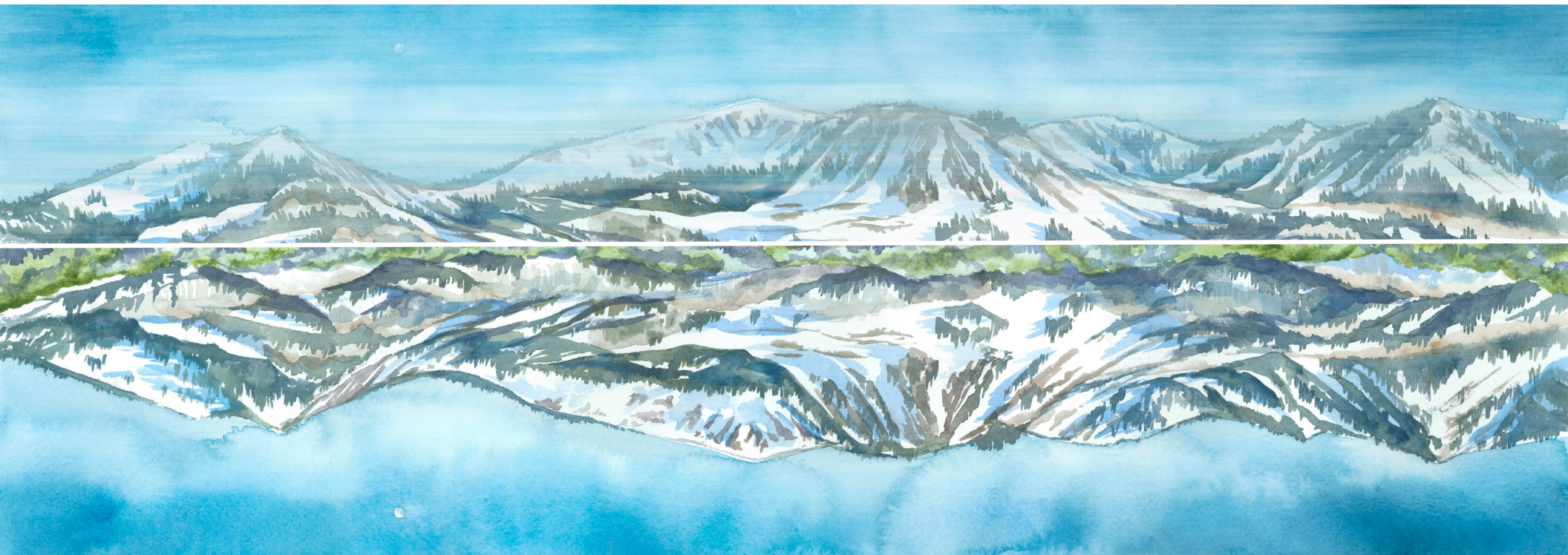
Exhibits

A Recommended Artwork for Phase Three of the EmPOWERment Project

EMPOWERMENT ARTIST SUBMISSIONS

Artist Name	Artwork Name	Notes
Adriana Alleretti	Mountain Biker	Recommended for Acceptance
Anna Leigh Moore	Main Street Sparkle	Recommended for Acceptance
Anna Leigh Moore	Bonanza Reflections	Recommended for Acceptance
Cormac Harrington	Lacrosse	Recommended for Acceptance
Debra Barfield Corrigan	Untitled	Recommended for Acceptance
Dori Prat	A Fantasy World	Recommended for Acceptance
Elle Donovan	Mountain Town Music	Recommended for Acceptance
Elle Donovan	Skiers on Lift	Recommended for Acceptance
Elle Donovan	Dancing Cranes	Recommended for Acceptance
Emily Masumoto Gaudette	Dance Battle	Recommended for Acceptance
Erin Donovan	Purple Mountain Majesty	Recommended for Acceptance
Heather Finney	Its a Vibe	Recommended for Acceptance
Jackson, Maeve and Margo Elder	Watercolor of Fav Trees	Recommended for Acceptance
JRES MIA	Moose on Main	Recommended for Acceptance
JRES MIA	Wasatch Wonder	Recommended for Acceptance
JRES MIA	Mountain Skier	Recommended for Acceptance
JRES MIA	Pop Art - Razzi Moose	Recommended for Acceptance
JRES MIA	Beautiful Bear	Recommended for Acceptance
JRES MIA	Big Air	Recommended for Acceptance
JRES MIA	Kaledoscope Sky	Recommended for Acceptance
JRES MIA	PC Locals Only	Recommended for Acceptance
JRES MIA	Kinder Kettle	Recommended for Acceptance
Karen Kendall	Main Street	Recommended for Acceptance
Karen Kendall	Elk	Recommended for Acceptance
Kate Kurchinski	Main Street, Park City	Recommended for Acceptance
Libby Peterkort	PC Eye Spy Summer	Recommended for Acceptance
Libby Peterkort	PC Eye Spy Winter	Recommended for Acceptance
Libby Peterkort	PC Play	Recommended for Acceptance
Margot Taplett	Full Moon Rising	Recommended for Acceptance
Marley Wright	Untitled	Recommended for Acceptance
Michael Fischer	Winter Nights	Recommended for Acceptance
Morgan McCue	Local Flowers	Recommended for Acceptance
Peg Bodell	DV Moose	Recommended for Acceptance
Peg Bodell	Powder Skier	Recommended for Acceptance
Peg Bodell	Snowboarder	Recommended for Acceptance
Peg Bodell	Wild Irises McPolin Barn	Recommended for Acceptance
Renee Mox Hall	City Park Strolls	Recommended for Acceptance
Renee Mox Hall	Ski School Blues	Recommended for Acceptance
Renee Mox Hall	Contented Cows	Recommended for Acceptance
Rhonda Hypio	Summer Storm	Recommended for Acceptance
Sarah Elder	Abstract Mountainscape	Recommended for Acceptance
Scout Maziarz	Action Shot of Skiers	Recommended for Acceptance
Taelyn Baiza	Mountain Rivers	Recommended for Acceptance
Willow Abrason	Bike Path	Recommended for Acceptance

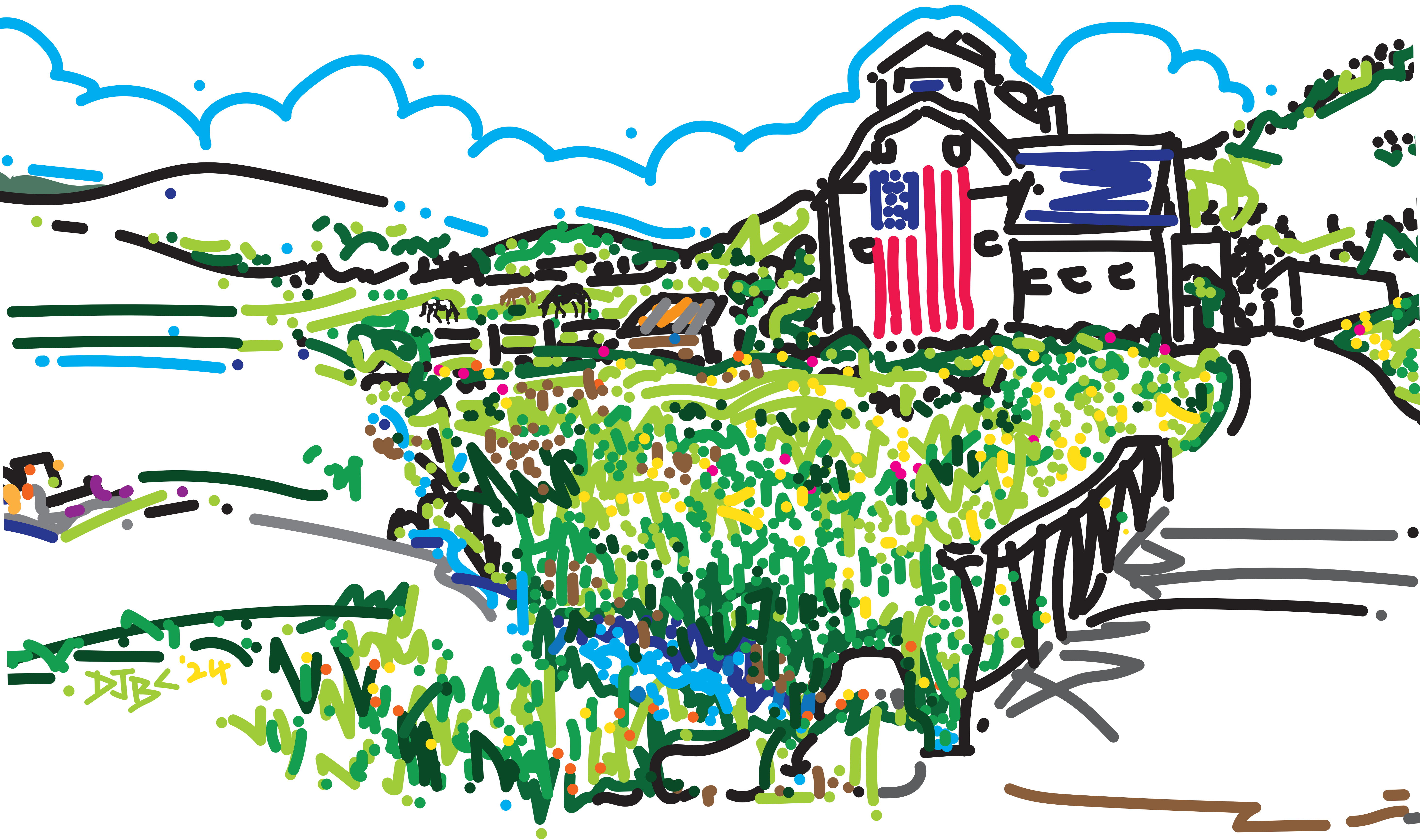


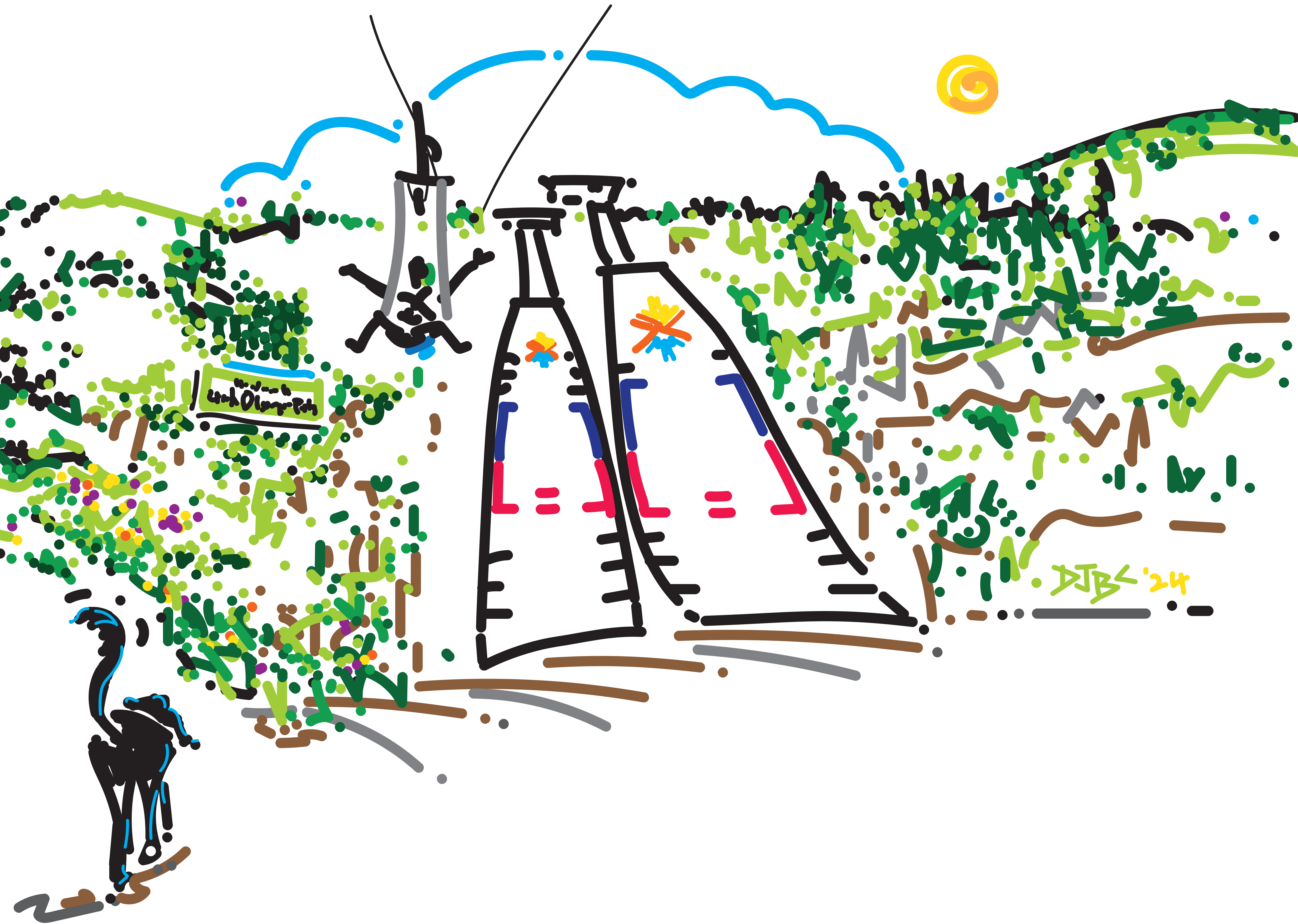


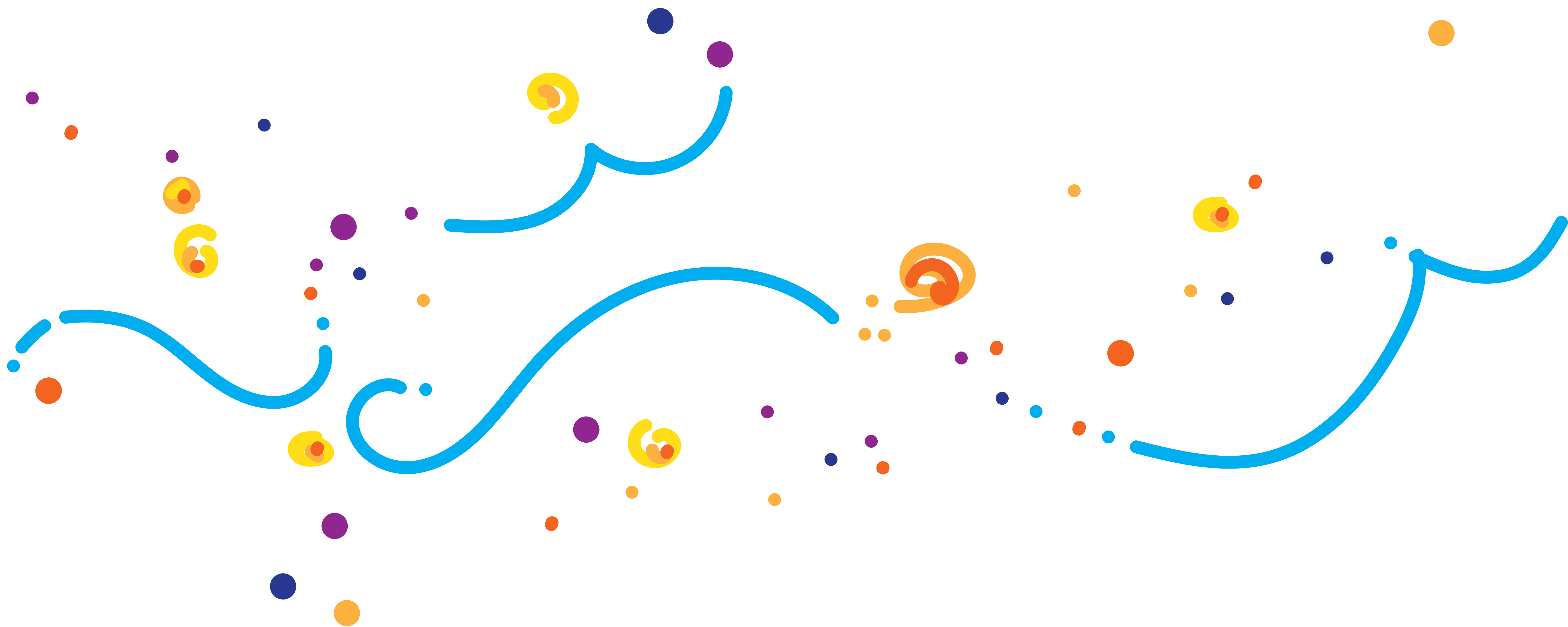








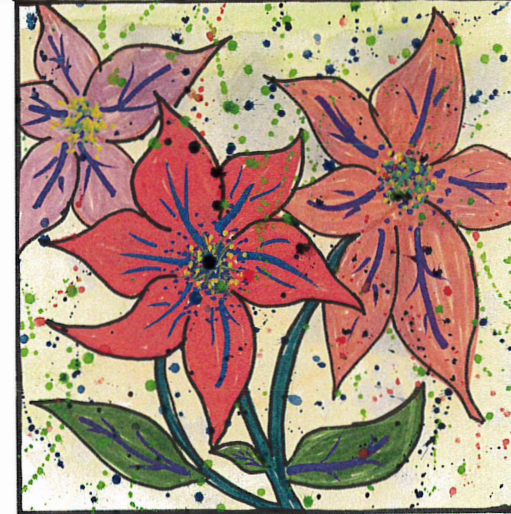




Dori Pratt
'Afantasy World'
Top Panel



Dori Pratt
"A Fantasy World"
Top looking down



Dori Pratt
"A Fantasy World"
Side Panel



Dori Pratt
"A Fantasy World"
Side Panel

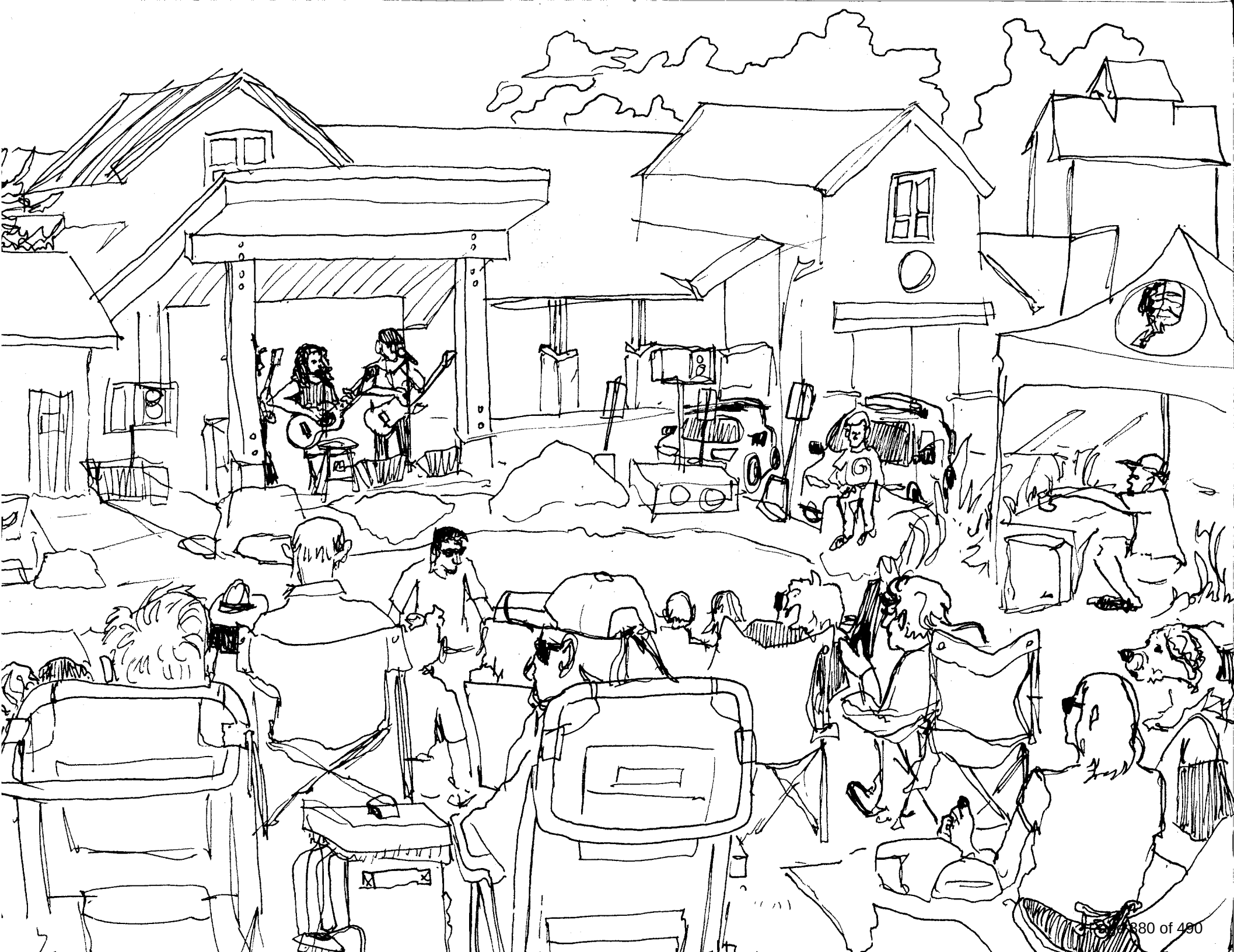


Dori Pratt
"A Fantasy World"
Side Panel



Dori Pratt
"A Fantasy World"
Side Panel





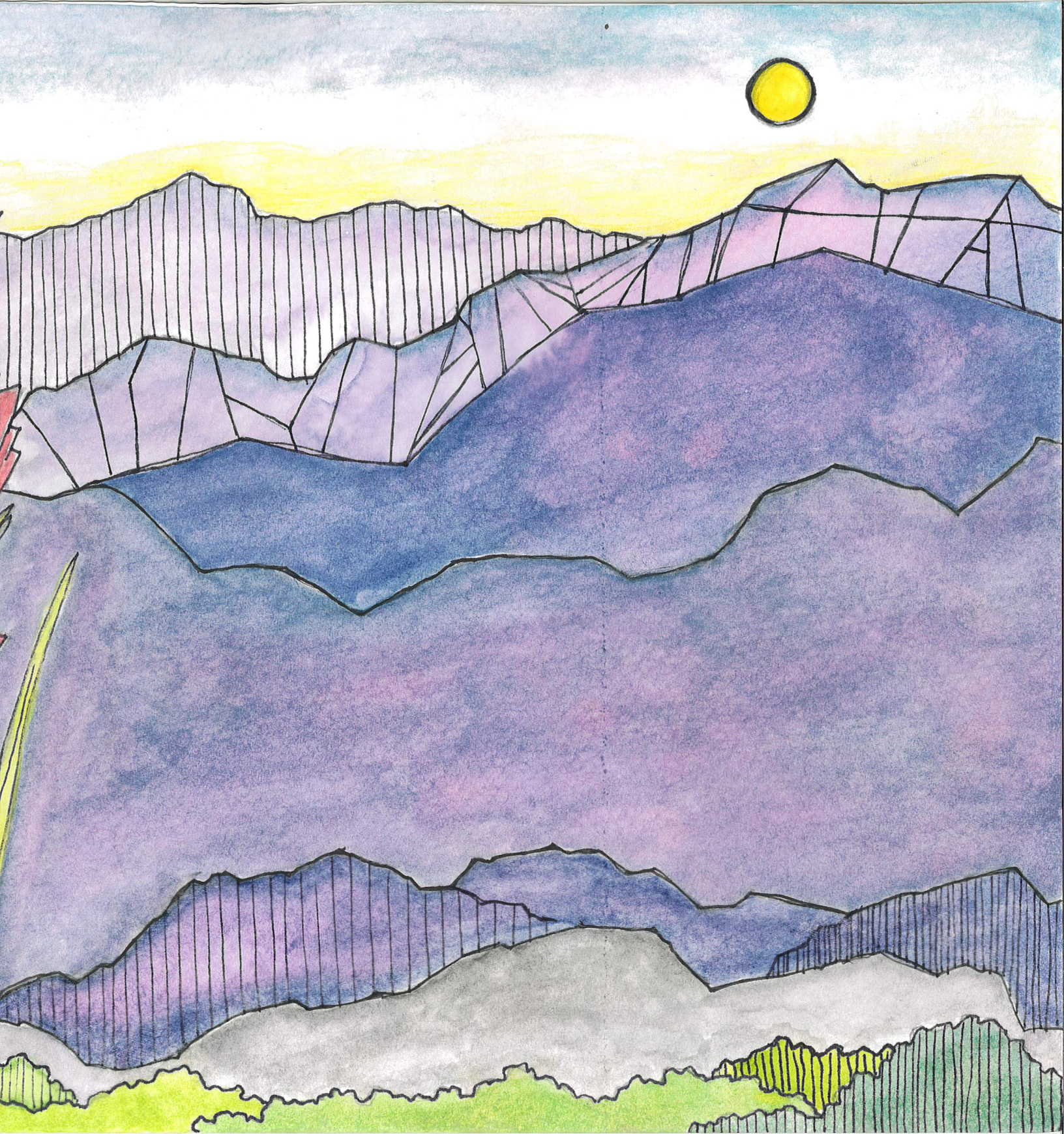
3) Original Art

This acrylic painting is on a raised, wooden 10" x 10" panel. It was drawn over top with colored pencils.











Side 1:



Side 2:

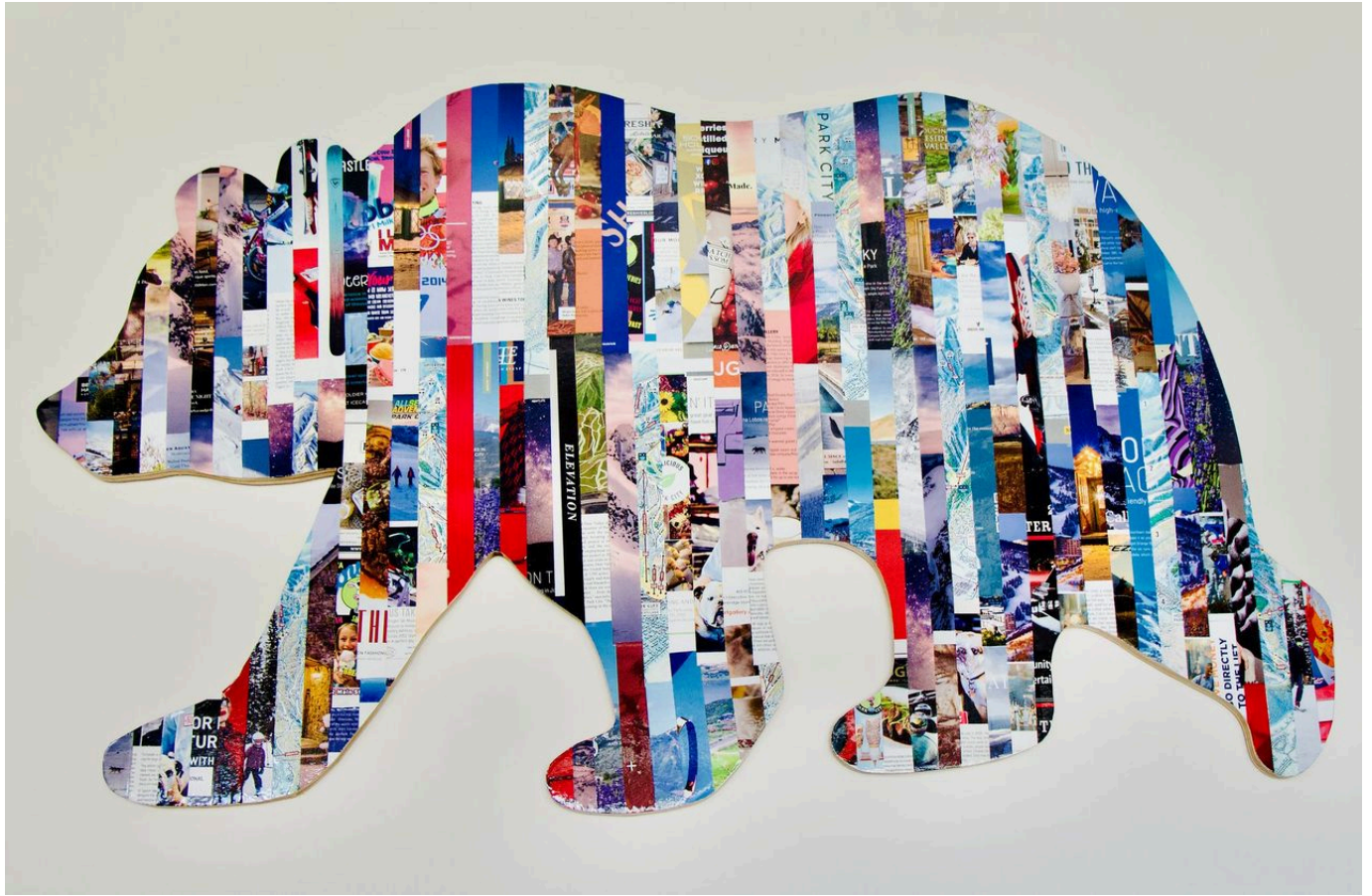


Side 3:



Side 4:





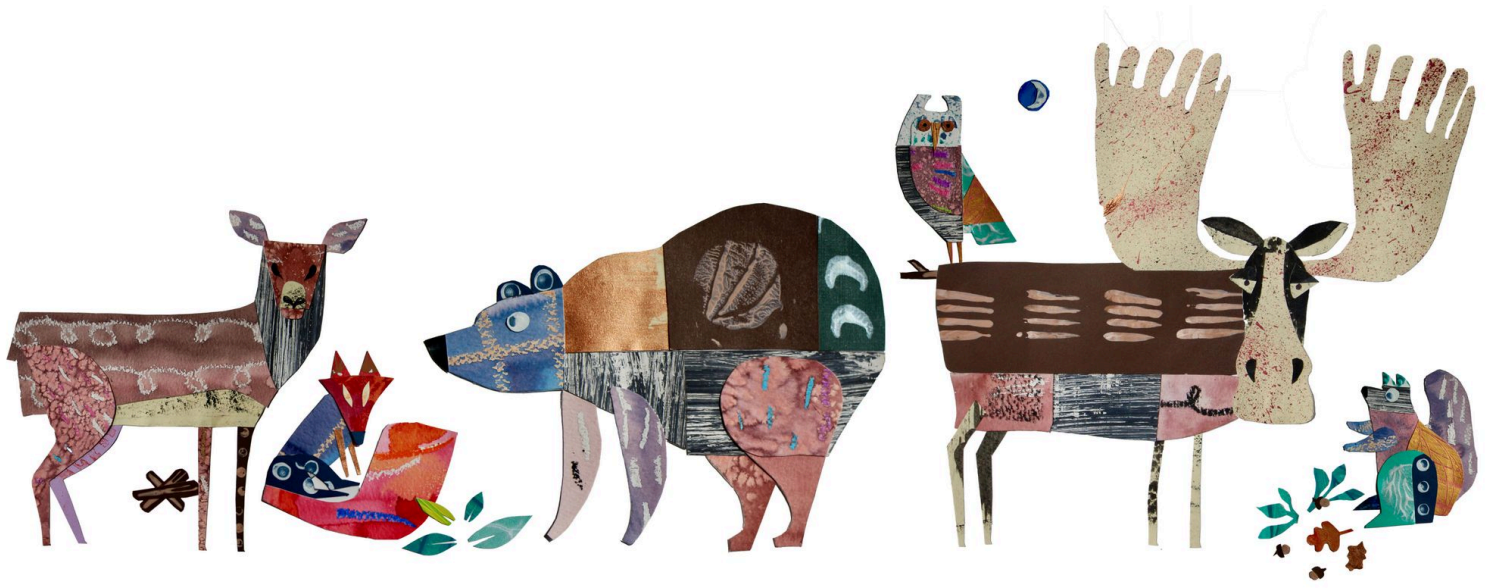






























Full Moon Rising wrap each side and top. Full moon casts light over the mountains and the white pines flickers in the night light.

Front/Side View



Top view.



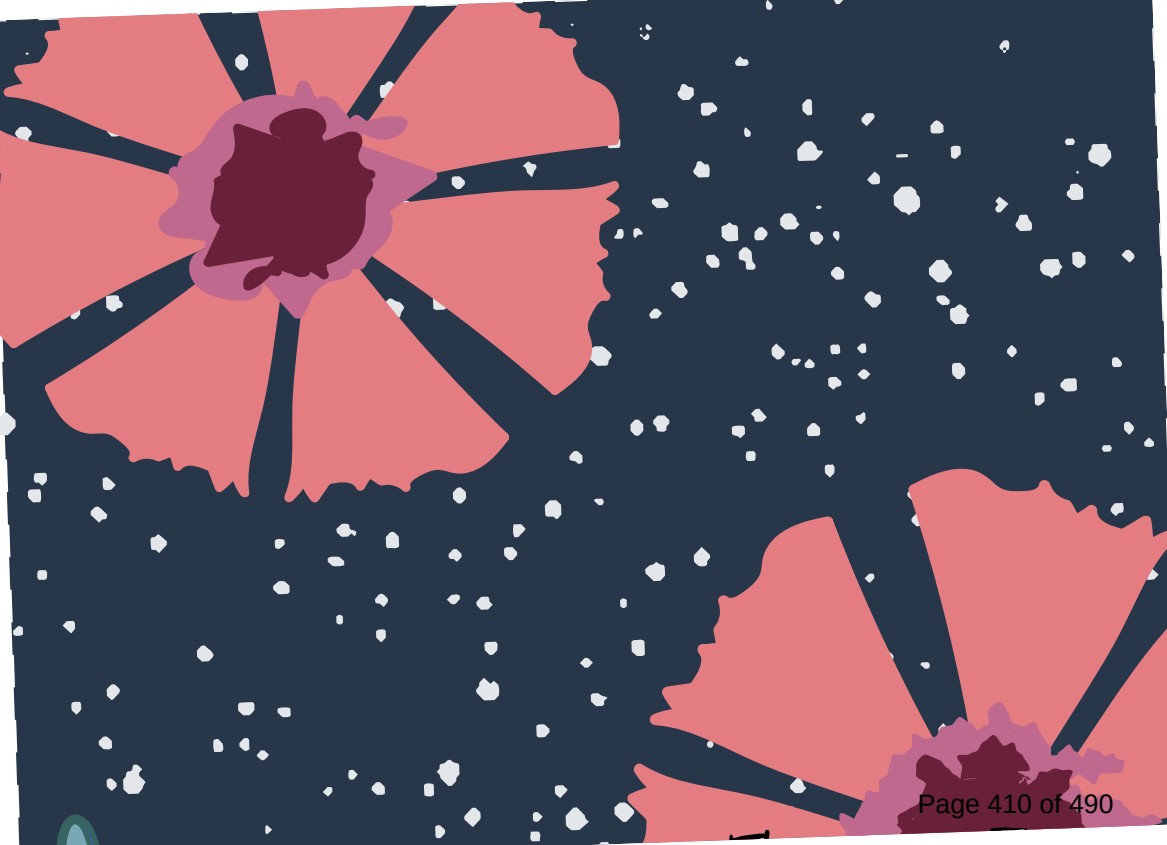


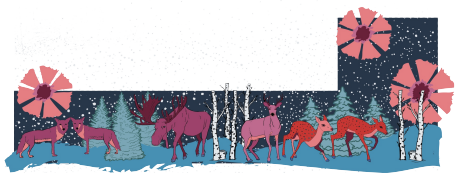












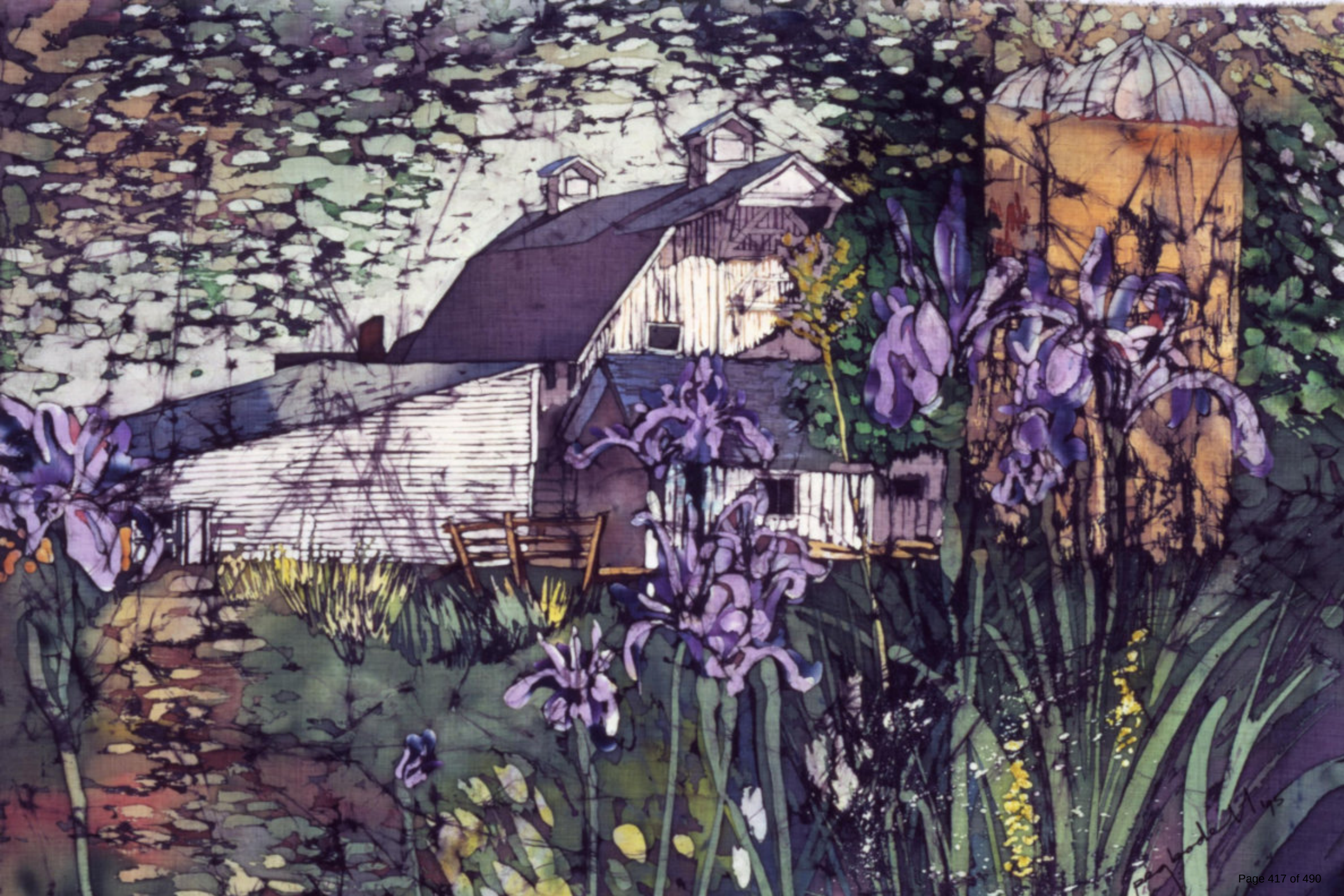












Park City Municipal EmPOWERment Public Art Utility Box Project July 2024 Proposal 3

My proposal uses an original watercolor painting to be reproduced as a power box wrap.

“City Park Stroll” captures the essence of a summer evening at City Park engaging in cultural, civic and sports events. July 4th festivities, softball, rugby and Beethoven in the Park; it all takes place here! The painting’s focal point is the historic Miners Hospital opened in 1904 and later saved from demolition by citizens and given new life as the public library. The building continues to serve the public as a community center.

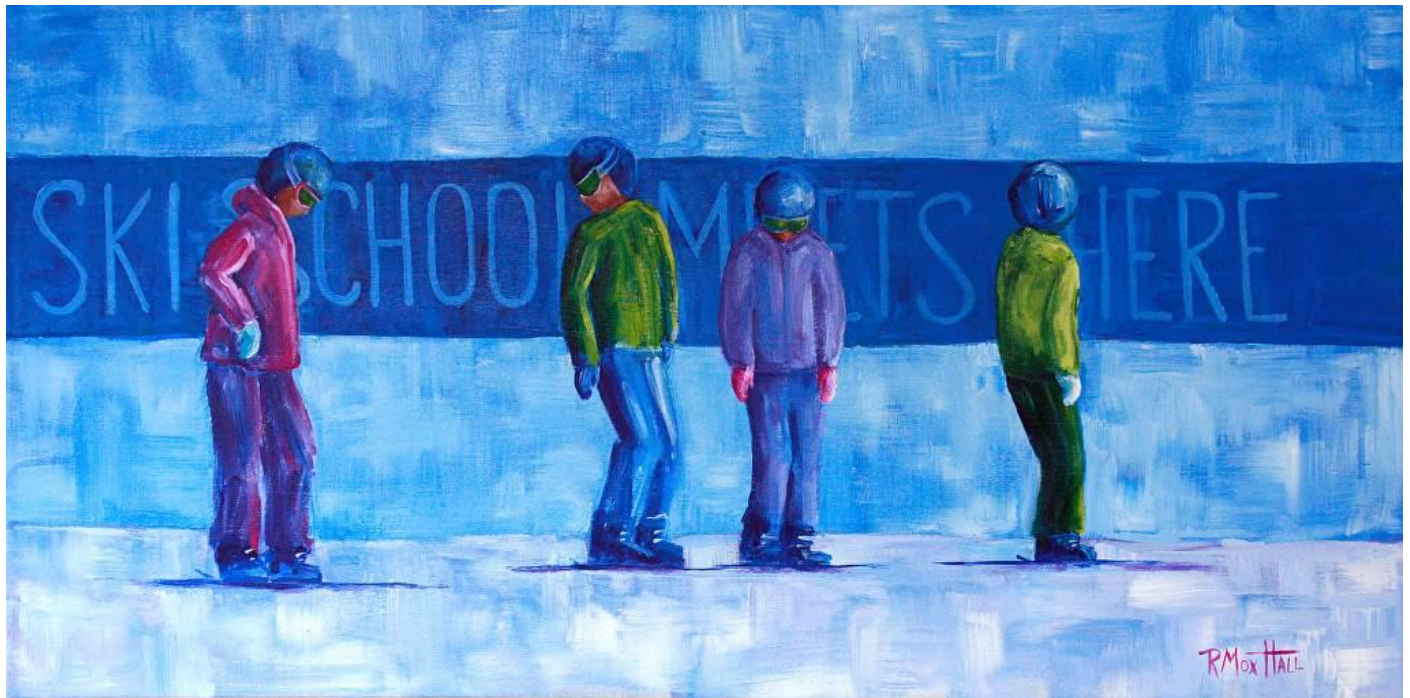


Park City Municipal EmPOWERment Public Art Utility Box Project July 2024

Proposal 6

My proposal uses an original acrylic on canvas painting to be reproduced as a power box wrap.

“Ski School Blues” is best suited for a strongly horizontal power box. The painting was inspired by a group of youngsters 9 or 10 years old, waiting for ski school to begin. I was amused by their attempts to look cool while their postures indicated a little insecurity. Just a whimsical nod to Park City’s ski culture and community care for our youth.



Park City Municipal EmPOWERment Public Art Utility Box Project July 2024

Proposal 2

My proposal uses an original watercolor painting to be reproduced as a power box wrap.

“Contented Cows” features the well-known McPolin barn built in 1922 with recycled timbers from a tailings mill. The dairy barn was home for the docile ladies who posed for a group portrait soon after I moved to Park City in 1990. Although the barn is widely recognized as an entry way landmark, my painting emphasizes its history as a working farm.





Side 1:



Side 2:



Side 3:

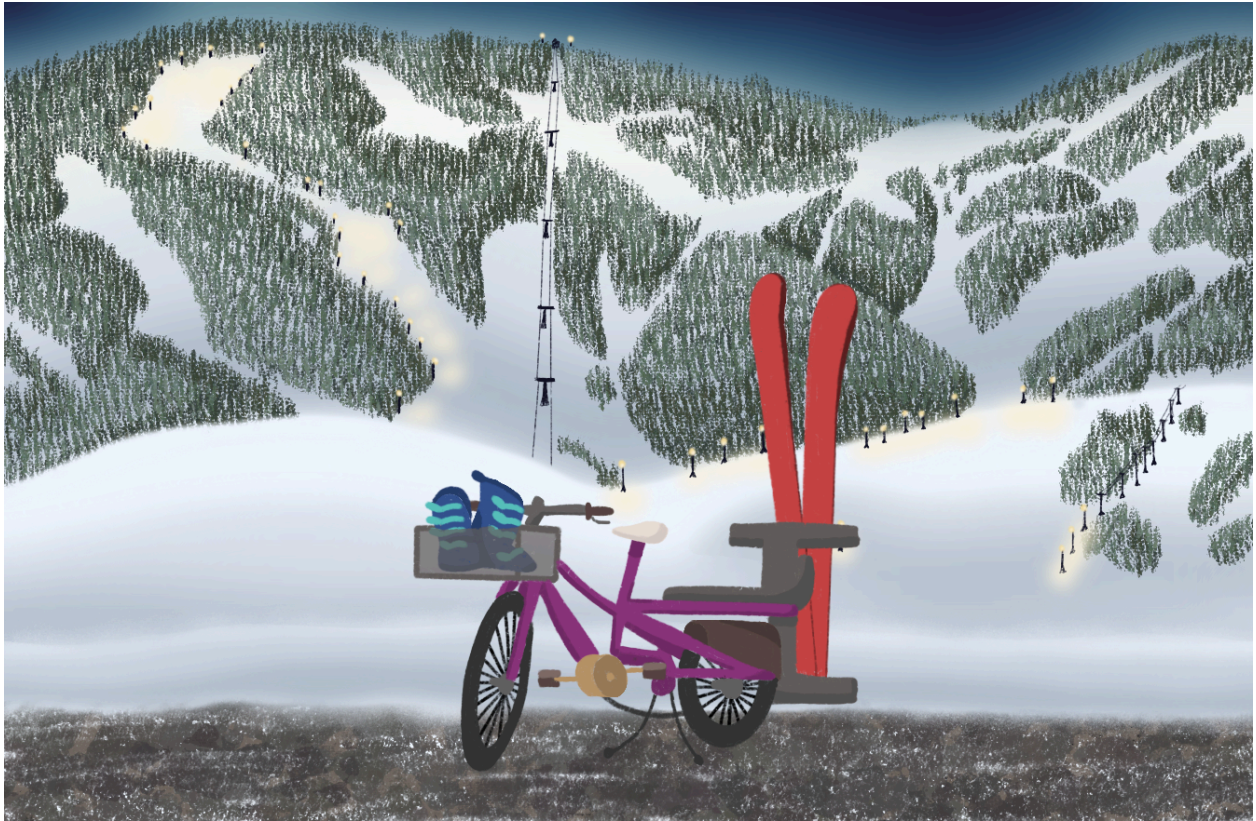


Side 4:











City Council Staff Report

Subject: Ranked Choice Voting Update
Author: Michelle Kellogg, City Recorder/Election Officer
Department: Executive
Date: September 5, 2024

Recommendation

Pursuant to a City Council request, continue the policy discussion and provide direction regarding the use of ranked choice voting (RCV) for the 2025 Mayoral and City Council municipal election.

In addition, Utah Ranked Choice Voting representatives will attend the Council meeting to provide an update on their efforts at the 2024 Legislative Session and answer questions.

Background

An initial ranked choice voting presentation was provided to the City Council on [January 16, 2024](#). Council was interested in obtaining more information about proportional voting methods and what the community sentiment might be for potentially changing Park City's voting method.

Instant runoff ranked choice voting is the method currently available through Utah's pilot program for municipal elections. In the instant runoff voting method for multiple open seats, a candidate wins a seat with 50%+1 votes. If no candidate crosses that threshold, the last-place finisher is eliminated, and that candidate's votes are reallocated to the voter's next choice. This process is repeated as necessary until a candidate wins over 50% of the votes, at which time they are deemed the winner of the election. Then a second round of scoring commences to determine the second-place winner, and so forth for a third-place winner or more. The same method of eliminating the last-place finisher and reallocating votes until a candidate reaches 50%+1 is used to award each subsequent winner. Another commonly referred to method, proportional ranked choice voting, has not been authorized in Utah and it is not used widely in the United States at this time.

Community Feedback: The following methods for community input were deployed:

- Conducted a ranked choice voting mock election online;
- Produced an online survey advertised from May 6-28;
- Hosted a ranked choice voting information table at the PCMC Spring Projects Open House on May 7;
- Promoted ranked choice voting on [KPCW](#);
- Created a ranked choice voting informational webpage on the City's website; and
- Utilized the City's weekly Newsletter, EngagePark City, and social media to increase public awareness throughout the month of May.

In spite of these efforts, we received minimal participation and input overall, making the data collected statistically insignificant. However, the survey yielded some written comments, which are highlighted below.

Analysis

Mock Election:

A mock RCV election was conducted to rank the top three Park City Neighborhoods in an effort to generate interest by offering friendly competition. There were 49 voters who participated, and Old Town, Park Meadows, and Prospector were the three winners in order.

Survey:

In conjunction with the mock election, we conducted an RCV survey that received a total of 101 responses. Many respondents were not primary residents. Polco, the survey vendor, filtered the responses and unfortunately found that only 16 of the registered respondents were Park City residents. The total and filtered responses are attached as Exhibits A and B.

Of the respondents who provided positive reasons for liking RCV, the most common responses were:

- The candidates would need to appeal to a broader base of voters;
- Multiple choices better represent voter preferences;
- A ranked system seemed fairer; and
- No primary election is required.

Many respondents who expressed concerns about RCV noted the following:

- The additional complexity involved;
- Lack of trust in the system; and
- A preference for traditional voting methods.

For Council Consideration:

If directed to move to RCV for the 2025 municipal election, the City Council must conduct a public hearing and approve a resolution to participate in the [2025 RCV election pilot program](#) prior to May 1, 2025.

Exhibits

- | | |
|---|-------------------------------|
| A | Total Survey Results |
| B | 84060 Resident Survey Results |

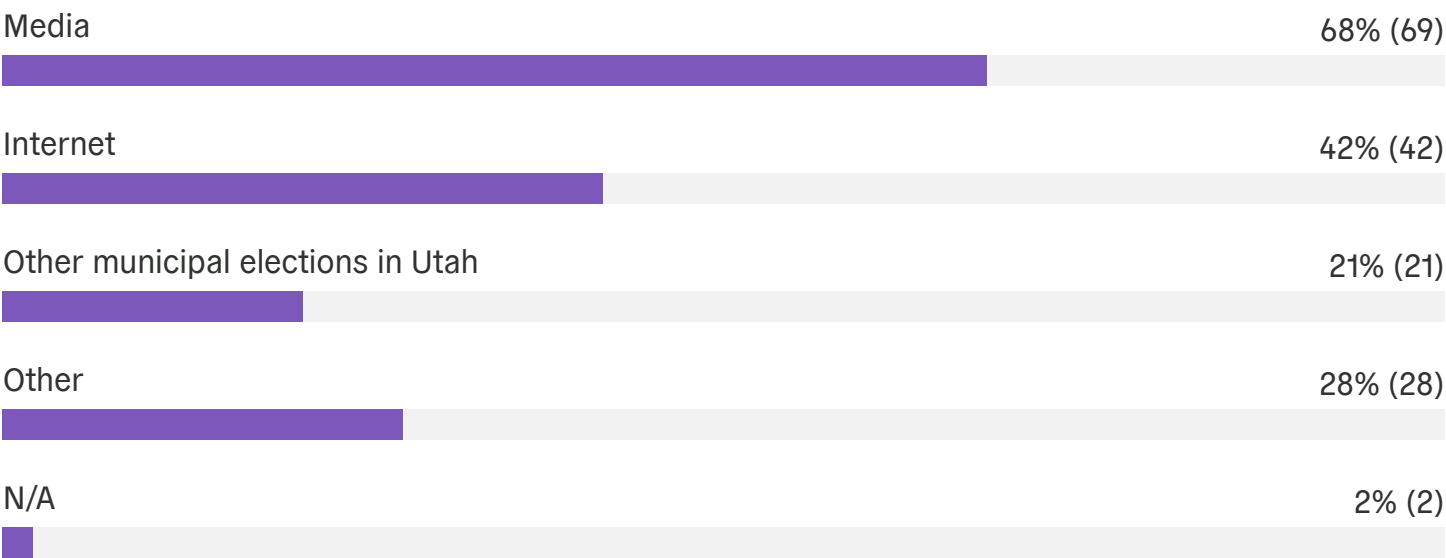


Ranked Choice Voting

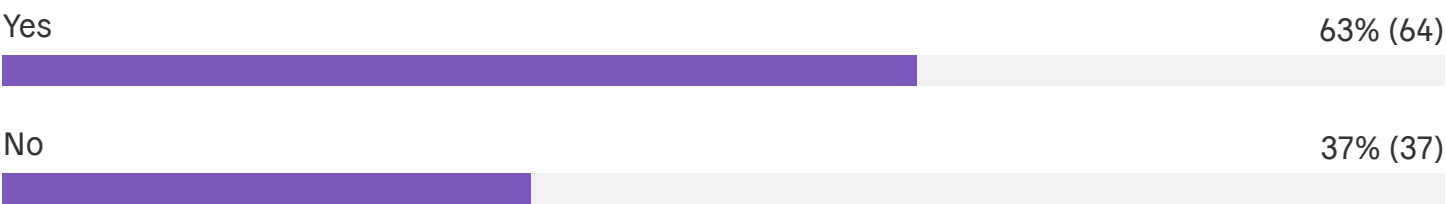
Survey Results
FINAL

06/05/2024

Through which of the following sources did you learn about ranked choice voting? (Select all that apply)



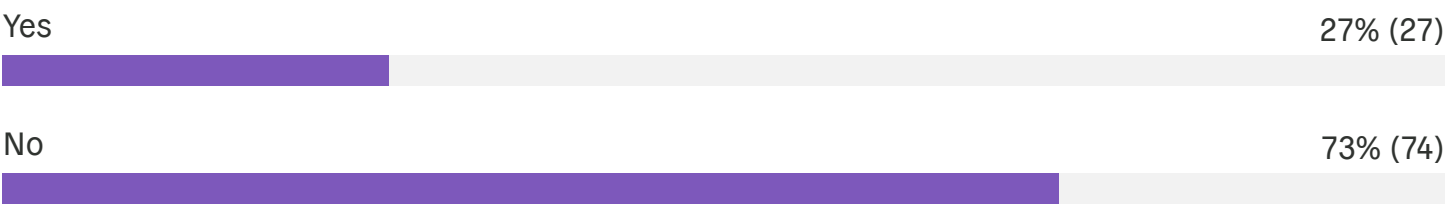
Did you read the information provided on Park City Municipal's website to learn more about the pros and cons of ranked choice voting?



Did you watch the video explanation of ranked choice voting that uses sports team mascots as an example?



Did you participate in the mock ranked choice voting election that is available on Park City Municipal's website?



What aspects of ranked choice voting do you appreciate or like?

Your vote will count more

It represents people’s preferences better

Nothing.

The voter really needs to focus on why they are choosing a particular candidate and also needs to investigate all candidates to make informed choices.

makes final winner the choice of the majority

The candidates must appeal to the middle - to a broader base. It has the potential to breakdown partisanship

No gaming. You just vote for who you like regardless of their chance of winning.

Nothing.

Increase positive campaigning and eliminate vote splitting

Better alignment of candidates and voters overall. And getting rid of primaries.

Love the idea of shorter, more issue-focused campaigns

Not having a primary - I think that distracts from local elections and adds additional costs.

Reduces split voting - allows most popular to bubble to the top

Democratic fairness

I can vote more strategically and guarantee that my vote matters even if it doesn't match the majority of other voters choices.

I can vote more strategically and guarantee that my vote matters even if it doesn't match the majority of other voters choices.

A better, more accurate way to find the will of the people

fiarness

Dislike.

The higher chance of moderate people being elected and no one’s vote is wasted. It feels like better consensus could be found.

Nothing at all

My vote counts

Will get to a result rapidly

None

The ability for more voices to be heard and more opinions to be taken into consideration

It is a GREAT idea!

It can improve the tone of campaigning and allows you to give weight/approval to more than just one candidate.

No wasted votes and ensuring elected has a majority

seems more democratic

Ability to choose top candidates and not put all eggs in one basket. In general, I think in elections I have a few preferences that I would be fine with and then strong preference against 1-2 candidates. This allows me the ability to showcase those preferences both for and against.

N/a

Studies show that it results in more broadly popular candidates winning elections.

ability to convey multiple preferences. not “throwing a vote away” by voting on a more long-shot candidate

None

That hopefully the extremists won't win so much. I like being able to vote for the next candidate I like if my preference doesn't get enough votes. Makes me feel like votes count more than party loyalty.

It might give lesser known candidates a better chance of being heard

the reallocation of the votes to the next ranked candidate.

none

Good when you like multiple candidates

It better captures voters preferences

Everything

Fairer way to capture the preferences of voters

only have to get folks to vote on 1 ballot that may increase engagement; theoretical move to the middle from the extremes by the candidates (i.e., the candidates have to broaden their appeal to the greater voter population rather than a narrow base)

Disrupts partisanship and requires candidates to court the middle rather than the extremes

single vote process, forces candidates to work on getting more than just a single, primary vote

Gives a moderate candidate a better chance

That I'm voting for a person to be on a council instead on a seat.

It reduces extremism and focuses candidates on practical solutions to issues affecting broad constituencies

May get better candidates in office

Makes elections less about the fringes and the crazies

if preferred candidate is not a top rank, my vote still goes towards next viable candidate, and so on, promotes candidates trying to reach all voters, not just segments that they "know" are their supporters, so "maybe" the candidates will run more of a positive rather than nasty negative campaign.

It seems more fair

Seems more likely to be misused

fairness, taking other preferences lto account

that 2nd and 3rd choices matter, I think it will give a better outcome that is more acceptable

That your vote will always count

I LOVE that it seems like a better way to get a "consensus" candidate elected--the one that more people like as first or second choice

Expanded voter voice

As close as you can get to electing the person most favored in the voting process

Ability to support more than one candidate

Faster selection of winner

I prefer ranked choice voting to avoid a “spoiler” effect. Additionally, I believe it allows candidates to appeal to a broader spectrum of voters rather than just a party base.

None

none

Better chance of electing responsible officials.

It means that the winner of an election has support (although not necessarily as their first choice) by more than half of those voting (first past the post voting often produces a winner whom less than half the voters support).

None

It's the most equitable system.

No primary and instant runoff

None

None

Don't like it at all

fairer way to vote

Broad appeal
Results show voters' choice
Doing away with expensive primaries and giving all candidates access to the actual election.
NONE
I prefer ranked choice voting.
No primaries! Should result in less extremism and more focus on issues and consensus-building.
None
Ability to support multiple candidates for office in order of preference
Eliminates the craziest extremes on both ends of the spectrum
None
Speed to final result
None. Though proponents make it sound compelling, in practice some outcomes have been abominable, horrific. The empirical evidence is clear: RCV is a very bad idea.
None
It seems the most logical way to vote. If my first choice doesn't get enough support, I still want my vote to count!
This is the first time I ever herd of "ranked choice voting." I will take time to educate myself on the matter.
None of them
Having my voice (opinion) matter!
elimination of 2 party dominance
I think this is a great way to reduce the likelihood of an extremist candidate from winning. I also love that it (theoretically) reduces negative campaigning.

What concerns, if any, do you have about ranked choice voting?

None. I think it is a good idea. Also we should have open primaries

None

Highest vote getter wins. Second highest is second and so on. Stop changing what has worked for years by new ideas that are manipulating elections.

If voters don't learn enough about each candidate, the best candidate may get lost in the shuffle.

none

misinformation by the uninformed

None

Complicating voting often results in lower trust and less informed decisions.

Potential for strategic voting

I do not believe the process is reflective of the democratic process. One voter. One vote.

None

I don't think the City does a good job of explaining the current system of representation, so I lack confidence a new system can be clearly explained.

that the electorate may not understand how the results were reached and complain about election rigging

The additional complexity in how the process works.

Expense, voting integrity

non

literally, none.

literally, none.

None

cheating

Not fair to different political parties

None at all

Non traditional

None

The outright winner with most votes should prevail. Ranked choice is not that system

none

none

None

None

Change is always hard, but I think this community is intelligent and can figure it out!

None

Partisans killing it to maintain the duopoly

It violates the concept of One Person One Vote. It appears to be a sham of the constitution.

That people won't do it correctly and we'll still end up with stupid people winning.

None

what if voters choose to only vote for 1 candidate. then there is no way to allocate other votes to different candidates.

confusing to voters. The research done so far in Utah with this pilot program is not encouraging.

None at this time

None

1) why have I not heard about this from the city? Very sloppy means of soliciting feedback. 2) It may confuse some at first

RCV has been tried in many jurisdictions around the country. Many have eliminated it due to the unintended consequences it has produced. That PC is considering going to RCV at this point just makes PC look like it's behind the times.

None

may be hard for some folks to understand so that they think the vote is fixed or rigged

N/A

it is a change and people have difficulty with change

Republicans will resist change because they currently control politics

How last place votes are redistributed.

None. I voted in a ranked choice election in NYC (where I moved from) and it was easy.

Counting accurately of votes

None. It's proven and effective

transparency should be provided through the entire RCV calculation/reallocation process

Close elections might be overturned

people not understanding it

no concens

None

none

None

Requires voters to know more about all candidates!

None

N/a

Takes away debate between candidates and has a tendency to misrepresent voters wishes in large candidate elections

It's too cumbersome, I already vote for the candidates I want.

Some voters may oppose it because they do not understand how it works.

None

I do not think it is appropriate to rank choices...only to pick the ones you want. I don't believe in ranking choices. It seems anti democratic.

N/A

None

Fairness

I prefer the voting system we have.

Promotes one party rule

None

NONE

You cannot duplicate and verify accuracy. It complicates the process. I have used it before. NO TO RANK CHOICE>

None

None. Seems to be working in other locales.

Many

That the algorithms used to evaluate the votes will be correct and applied equally to all eelctions

None

It is a race to mediocrity that elects a second best candidate.

Electronic instead of paper

I've been studying RCV for three years. In that time I've encountered several citations documenting why it's a bad idea. In spite of the marketeering, it is complex, expensive, prone to error, & worst of all, unintended outcomes result.

Confuses and demoralizes voters. Weird, unpredictable outcomes.

Public Education

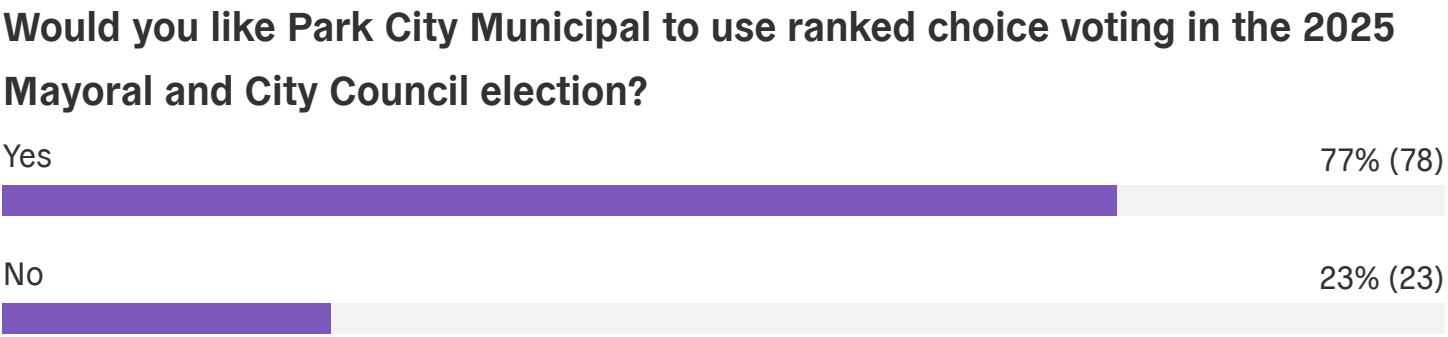
I will need more time to familiar myself on the pros and cons of ranked choice voting.

It's not a good, fair or clear way to elect candidates. It's confusing and much harder for good but not very well finded candidates to get elected.

none

none

Transparency. I'm a full believer in our voting systems, but I think this process makes it harder for those with voting system concerns to trust the process. RCV may lead to more accusations of corrupt/inaccurate results.



Do you have any additional comments that you would like to share regarding ranked choice voting?

Great idea. Let's do it

It isn't complicated at all. It's actually very simple

Just NO!

More research needs to go into this process before it is used in Park City elections.

none

Don't do it.

Where on the City's website is the representation system explained? Are council seats "at-large" or by area? If you don't put such basic material on the website, how are you going to explain the new system?

no

I think it simplifies but removing the need for primaries and hopefully this will bring more qualified candidates into the races.

No

no

This is the move we need to make as as country as well. I am tired of having to choose the lesser of two bad choices.

This is the move we need to make as as country as well. I am tired of having to choose the lesser of two bad choices.

Great upgrade to the voting system!

take away party divisions and polarity locally and nationally

Very much dislike ranked choice

no

It appears to be a very logical method

Surveys are good

huge supporter of ranked choice voting here

It appears to be a non-transparent way to manipulate an election.

Lets try ranked choice voting everywhere and see if we can get better results (especially in statewide and federal elections).

go for it.

Hello Park City Council- I hope this email gives you info that you do not currently have, both at the legislature and locally. 2024 House Gov't Operation Committee discussion on HB 290 to cancel RCV pilot program. Please listen to Sen Thatcher's comments on the research at 52:00 minutes into recording -<https://le.utah.gov/av/committeeArchive.jsp?timelineID=253057> Senate killed the bill on floor: Senate floor- <https://le.utah.gov/av/floorArchive.jsp?markerID=127781>
<https://www.sltrib.com/news/politics/2024/03/01/utahs-ranked-choice-voting-program/> We had a total fiasco last November 2023, with our Heber City Council election, and I received many phone calls from voters and poll workers alike. I heard that a candidate actually notified the Lt Governor's office afterwards but the Lt Gov Office would not engage with them and asked for evidence first. The candidate could not get any evidence from the city. I thought that's EXACTLY what the Lt Governor's office is there for, to assist voters and investigate issues themselves? We only have 8744 registered voters in Heber, and only 3089 voters voted that election, yet we had 13 candidates for the city council race. This caused many issues that alienated voters, young and old alike. Elderly voters have voted the same way for 50 years, AND they are the demographic group that votes every year, yet now are told to "rank" all candidates. Needless to say, many were confused and we heard from poll workers that a very high number of ballots were discarded for not filling them out correctly. That disenfranchises all voters, when they hear that. Without a primary election to weed out the candidates that only received 50 votes, we had to TRY and educate ourselves on 13 candidates. (2 candidates backed out very early before the ballot was printed). It was hard to educate yourself on

so many people. Candidate interviews were a joke, they maybe got to answer in one sentence when so many were lined up to participate. We much prefer 6 candidates for 3 seats after the primary to conduct meaningful candidate interviews and thus help the voter to determine any differences on issues. Some poll workers said that there was a chaotic scene at the County Clerk's Office election night. It seemed that the County Clerk and Heber City Clerk had differing understandings of how the process was to proceed. Since there was a Wasatch County initiative on the ballot that was handled at the County Clerk's office first, then the Heber City Clerk supposedly took the city council ballots back to their office to process there ballots. Some voters felt uneasy about this decision. There was no oversight by the County Clerk, and the City had a desired outcome in the election which ended up happening. That was also very upsetting to voters. Here's an article reporting the voter's disappointment- <https://www.parkrecord.com/news/ranked-choiceappears-unpopular-following-heber-city-election/> Thank you for your time, Tracy Taylor Wasatch Taxpayers Association cell: 435 503-1121

I watched it used for the SLC mayoral election and felt like it gave non-incumbents kore of a chance to present their campaigns.

Eliminating primaries will save the city and candidates time and money and hopefully encourage more people to run for office

Please do it.

if implemented, may consider providing a description of the RCV on the ballot so folks have to opportunity to understand

Thank you for your consideration of this option

WE have a smart population in Park City that can understand the process. Make sure you keep the education and communication happening to help people understand and accept the new process

Anything we can do to reduce political tension in our country is very valuable

Andrew Yang had an excellent TED talk on this recently. I agree with him and believe it should be broadly adopted.

None

Seems that this avoids costly runoffs - better for the community and the budget

I don't see anything on Park City Municipal's website about this...I'll search again

No

Finally the Utah legislature got something right

The link to the website that apparently explains rank choice voting didn't actually exist in the email inviting me to do this survey, so I am uninformed

This is a great idea.

I strongly support it and would like to see it used in all elections.

N/A

Jeffrey Edmondson

Keep the voting system the way it is.

No

Paper Ballots, hand counted, and verified by opposition party. Summit County leadership is democrat and we don't trust you.

No

I hope this does indeed come into effect!

I think it should be used for all elections

The education materials are not objective. They are biased in favor to push an obvious agenda. More objective materials are needed or there is zero integrity in this process.

Interesting experiment, and an overall positive experience, but we want to see all elections done with paper so they are auditable. No specific accusations here.

I am a passionate opponent of RCV. It has shown repeatedly to compromise free, fair, & transparent elections, compromising election integrity. It is a very, very bad idea for Park City.

na

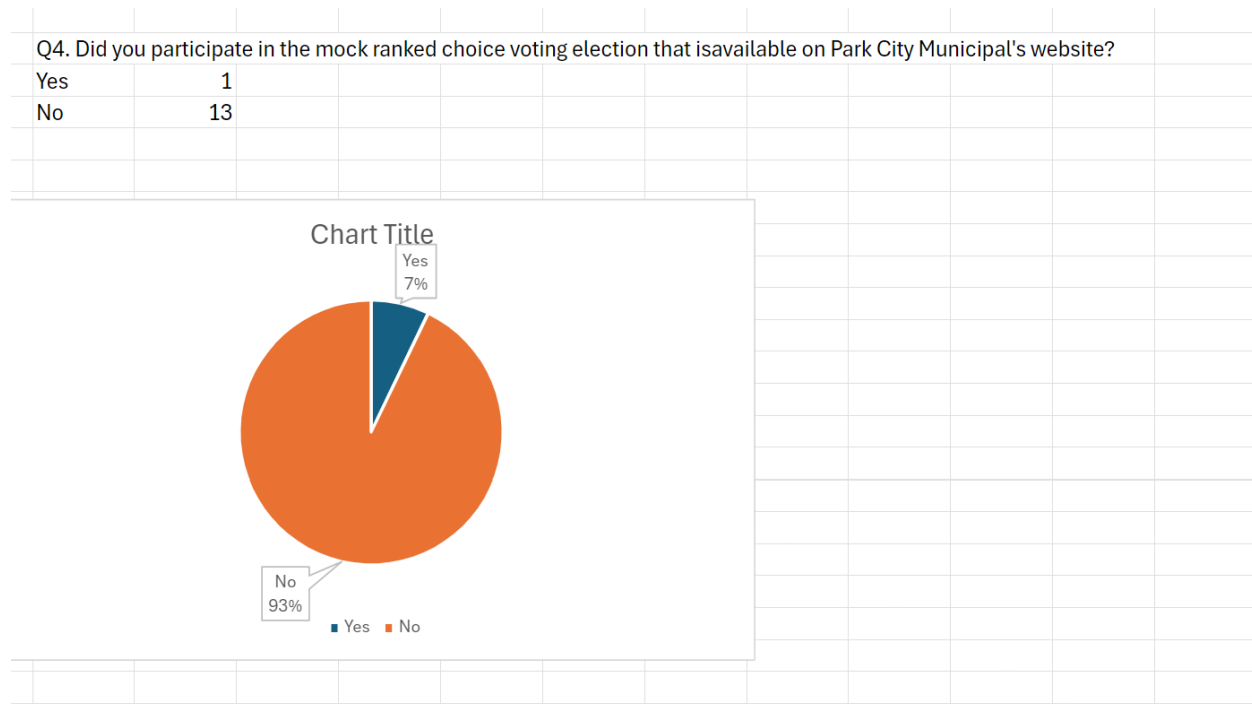
We do not need this type of system. Nor do we want it.

Hope and pray for change!!

Please implement

If RCV is not used for the 2025 elections, it would be great (and fun) to run a "RCV example scenario" during the election, either on the same or separate ballot, or online, and allow people to track how their RCV fake ballot is tallied. And to see if the RCV scenario gives the same or different ending results to the election.

84060 responses (from our Polco subscribers)



Q5. What aspects of ranked choice voting do you appreciate or like?

- None
- fairer way to vote
- None
- As close as you can get to electing the person most favored in the voting process
- None.
- Though proponents make it sound compelling, in practice some outcomes have been abominable, horrific. The empirical evidence is clear: RCV is a very bad idea.
- None
- It seems more fair
- Studies show that it results in more broadly popular candidates winning elections.
- Better chance of electing responsible officials.
- Fairer way to capture the preferences of voters
- None
- None

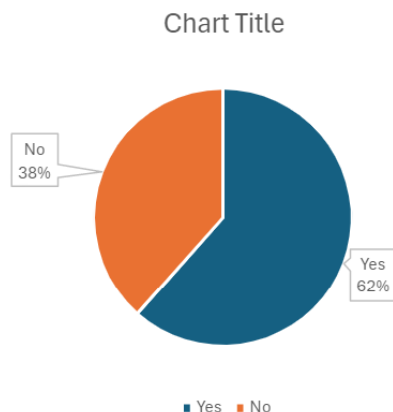
Q6. What concerns, if any, do you have about ranked choice voting?

- Takes away debate between candidates and has a tendency to misrepresent voters wishes in large candidate elections
- Confuses and demoralizes voters. Weird, unpredictable outcomes.
- Requires voters to know more about all candidates!
- I've been studying RCV for three years. In that time I've encountered several citations documenting why it's a bad idea. In spite of the marketeering, it is complex, expensive, prone to error, & worst of all, unintended outcomes result.
- I do not think it is appropriate to rank choices...only to pick the ones you want. I don't believe in ranking choices. It seems anti democratic.
- Partisans killing it to maintain the duopoly
- Some voters may oppose it because they do not understand how it works.
- None
- Many
- The outright winner with most votes should prevail. Ranked choice is not that system

Q7. Would you like Park City Municipal to use ranked choice voting in the 2025 Mayoral and City Council election?

Yes 8

No 5



Q8. Do you have any additional comments that you would like to share regarding ranked choice voting?

- The link to the website that apparently explains rank choice voting didn't actually exist in the email inviting me to do this survey, so I am uninformed
- I am a passionate opponent of RCV. It has shown repeatedly to compromise free, fair, & transparent elections, compromising election integrity. It is a very, very bad idea for Park City.
- I don't see anything on Park City Municipal's website about this...I'll search again
- huge supporter of ranked choice voting here



City Council Staff Report

Subject: Main Street Water Line Replacement
Project Phase II and III
Author: Griffin Lloyd, Public Utilities Engineer
Department: Public Utilities
Date: September 5, 2024

Recommendation

Authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney's Office, with Silver Spur Construction to construct the Main Street Water Line Replacement Project Phases II and III in an amount not to exceed \$3,689,058.90. Additionally, the City Council should consider approving a request from the Historic Park City Alliance (HPCA) for proposed mitigation plans.

Executive Summary

Due to the complexity of the water line replacement project, and to minimize impacts to Main Street businesses, residents and visitors, several construction mitigation plans have been discussed and weighed in collaboration with HPCA to best meet the needs of affected stakeholders.

This report outlines potential updates to the general construction mitigation approach, as well as a shift in the schedule that City teams could employ for the next phase of the project. Updates to the project approach are intended to further mitigate disruptions to area businesses and the public and are based on input from HPCA after a debrief of phase I of the project.

Public Utilities, in collaboration with the City Attorneys Office, and City Manager, acting as the Procurement Official, issued a waiver to the standard Procurement Policy in an effort to contract with the phase I contractor it minimizes risk and is in the best interest of the public and City.

Background

The water infrastructure on Main Street south (uphill) of 5th Street is in relatively poor condition after decades of use and needs to be replaced due to its age and the prevalence of recent failures. Most of the water infrastructure is at the end of its projected life and was last comprehensively replaced in 1984 (December 14, 2023, [New Business](#), p. 479).

In the fall and winter of 2023, Public Utilities, in coordination with other City departments, utility companies, and the Historic Park City Alliance (HPCA), developed a construction mitigation plan to accompany the replacement of all publicly owned water infrastructure within Main Street. These mitigation approaches were presented to City Council on January 16, 2024 ([New Business](#) p. 159). Mitigation included phasing the project over three years and taking advantage of the shoulder season, April through

June. The mitigation plan also addressed traffic, parking, transit, and road and sidewalk closures.

In March of 2024, Public Utilities contracted with Silver Spur Construction to replace all water infrastructure in phase I (Heber Avenue to 5th Street) of Main Street starting April 1 and concluding before July 1, 2024. The contract was presented to Council on March 7, 2024 ([Old Business](#) p. 125) and staff provided Council with a construction update on May 2, 2024 ([Staff Communications](#) p. 166).

In late June, the contractor completed the first phase of the infrastructure replacement on schedule and nearly \$300k under budget.

Project Debrief

Upon completion of the project, the project team met with HPCA to discuss lessons learned and feedback received from their board members, members, and other businesses on Main Street. While most of the construction mitigation efforts were successful, some modifications were made during the project to better accommodate businesses and patrons on Main Street.

Several parking requests were made during the project. Businesses reported that patrons received parking tickets and there was some confusion about where to park. Merchants also requested that parking be permitted in the project area at night once construction had stopped for the day. With support from the City Manager and Council Liaisons, the project team adjusted operations to allow parking at night in the construction zone, as well as made all parking free in the Historic District during the project. Most of the feedback obtained during construction asked that the project team consider an accelerated project timeline. During April and May, the team received few project complaints or feedback. Beginning Memorial Day Weekend, Main Street saw an increase in visitation, thus business concerns increased due to work occurring within the sidewalk. ([HPCA Feedback and Follow up](#)). The project team was able to accommodate parking adjustments, however adjusting work in the sidewalk or increasing project pace were not feasible due to construction sequencing.

Schedule

HPCA lead the feedback and at the conclusion of phase I of the project. This included a meeting, survey, and door to door outreach. In response to merchant requests for an accelerated timeline, the HPCA presented a survey to its members and all businesses along Main Street to gather input on the future phases (Results in Exhibit A). Options presented to stakeholders in the survey included keeping the project schedule status quo with a Spring 2025 timeline (April through June) or considering an expedited timeline that includes this fall and early spring, allowing crews to minimize sidewalk impacts in the early summer.

With 80 responses, 63.7% of respondents indicated they are in favor of a maximized timeline, with all four dining deck businesses in the phase II project area also in favor of

Option two. The survey results also show that 65.4% of those that took the survey were within the impacted zone of phases II and III.

Analysis

Based on survey results, the HPCA submitted a written request (Exhibit A) for Public Utilities to move forward with the next phase of the Water Line project as early as September 30. Their letter also includes a request for the City Council to consider providing free parking throughout Main Street.

Schedule:

1. Fall 2024: This phase will focus on constructing the main line from 5th Street uphill to the top of Main Street/Swede Alley and Trappers Way from September 30-November 20, 2024. There will be minimal to no work on the sidewalks during this phase.
2. Spring 2025: Would begin March 24, 2025, with prep work. Closures would occur March 31-May 30, 2025, to connect tie-ins, requiring sidewalk closures during this period. Starting June 1, work would shift to the street to avoid disrupting pedestrian walkways and conclude by July 1.
3. Spring 2026: Work would begin around April 1, 2026 and conclude by July 1. Tie-ins would require sidewalk closures in April and May, and street work in June.
4. Summer 2026 Paving, tentatively scheduled for July 2026.

Parking:

1. Parking will be allowed within the construction area at night after construction concludes for the day. No parking will be allowed in the construction area while work is happening. The roadway will be closed during construction hours by zone (5th to 4th Streets, or 4th Street to Swede Alley), and detoured using 5th or 4th Streets.
2. We support HPCA's request for free parking in the Historic District (time restrictions will still apply) during fall and spring construction, purely from an economic development and construction impact mitigation viewpoint.

Work in Right of Way Extension:

1. Based on HPCA's mitigation requests, the fall 2024 work would fall after Park City's work in the right of way allowance. Public Utilities has met with the City Engineer and the Public Works Director to develop criteria to allow work beyond October 15. Paving would be allowed beyond what is typical, but would be temporary, as all asphalt placed in the fall would need to be removed and replaced in the spring for final placement within the trench zones.

Procurement Waiver

Based on the progress of the Main Street Water Line Project, bringing in another Service Provider between now and phase II and III would cause delays, increase costs,

time and effort and undoubtedly result in project delays. The Main Street Water Line replacement project presents significant risk to the City, businesses, and people walking and driving on the street. Risks include, among other things, risk of financial loss, property damage, and risk of injury. In addition, the complexity and sensitivity of the work presents many variables that can affect the project causing delays and increased costs which further increase the risk of the project. Under the very competent management and supervision of Public Utilities, Silver Spur, the contractor for phase I, proved to be a trusted partner in this project. In addition, Silver Spur has completed five projects for the city in recent years and understands the unique challenges of working in Park City, especially on Main Street.

To minimize the risk to the City, Public Utilities utilized a Waiver of Standard Procurement Process under section 5-3 of the city's Procurement Rules to contract with Silver Spur for the additional phases without a bidding process. Silver Spur is available and held their phase I bid prices, which were substantially lower than others in the public bid held on February 22, 2023. Holding the bid prices for the remaining work would be \$3,689,058.90. For the next phases, we feel that keeping the current contractor would convenience and be beneficial to the public, area businesses, and the city because of their familiarity of the project as well as their proven ability to deliver projects in this area within short timelines and critical deadlines. The contractor has also shown an ability and willingness to work with the public, City, and businesses throughout the project to lessen the impact of construction.

Therefore, on August 27, the City initiated a Procurement Waiver as required by the Procurement Policy, and received no negative feedback at the time this report was published.

Funding

Funding for \$3,689,058.90 for phases II and III of this project is from water service fees and is included in the adopted Water CIP budget.

Exhibits

- A HPCA Fall 2024 Water Line Construction letter
- B Main Street Water Line Replacement Ph. II & III fee
- C Main Street Water Line Replacement Ph.I Bid tabulation



August 23, 2024

RE: Waterline Fall Construction Survey Results

On behalf of the HPCA, I am writing to share the results of a recent survey conducted among Main Street businesses regarding the proposed options for Phase II of the Waterline Project. According to the survey results, 63.7% of the 80 respondents supported Option Two (survey results attached). Based on the results of the survey, the HPCA supports moving forward with Option Two as outlined below:

:

- The work will occur from September 30, 2024, to November 20, 2024.
- This phase will focus on constructing the main line from 5th Street uphill to the top of Main/Swede and Trappers Way.
- This will involve street closures and minimal sidewalk interruptions.
- Dining Decks south (uphill) of 5th Street will be removed by September 30, 2024, and will be reinstalled on June 1, 2025.
- Dining decks north (downhill) of 5th Street will not be impacted.
- Spring construction will resume on March 24, 2025.
- Closures will occur from March 31 to May 30, 2025, to connect tie-ins, requiring sidewalk closures during this period.
- After May, work will shift to the street to avoid disrupting pedestrian walkways.

If the City goes forward with Phase II, we respectfully request that the City provide free parking throughout the historic district (September 30 – November 20, 2024) to help mitigate the impacts of the construction project. The HPCA understands free parking would not apply during special events (Shot Ski and Halloween on Main).

Thank you for your consideration. We look forward to working together to ensure the successful completion of this project.

Sincerely,

Monty Coates

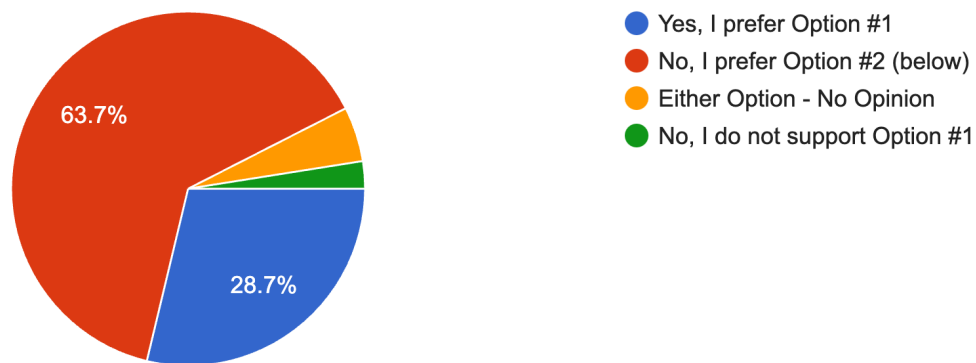
Monty Coates
Board President

MAIN STREET WATERLINE PROJECT PHASE II SURVEY

80 responses

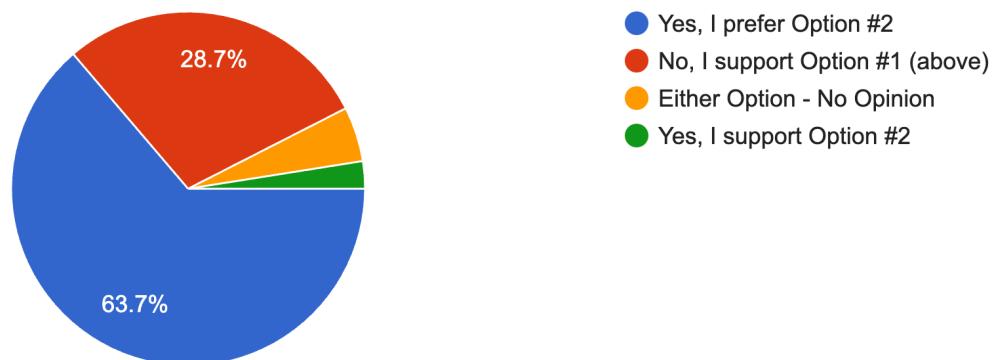
Option #1 - Status Quo: Phase II of the Waterline Project would take place from Monday, March 31, 2025, to Friday, June 27, 2025, excluding weekends a...rth (downhill) of 5th Street will not be impacted.

80 responses



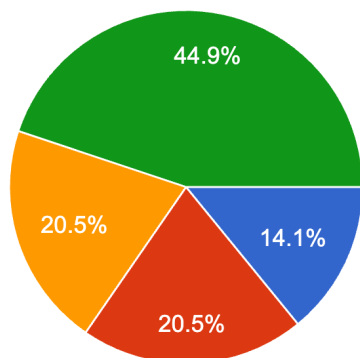
Option #2 - Maximized Timeline: With this option, Phase II of the Waterline Project would take place from September 30, 2024, to November 20, 2024. Thi... (downhill) of 5th Street would not be impacted.

80 responses



Please indicate where your Business is located on the Street:

78 responses



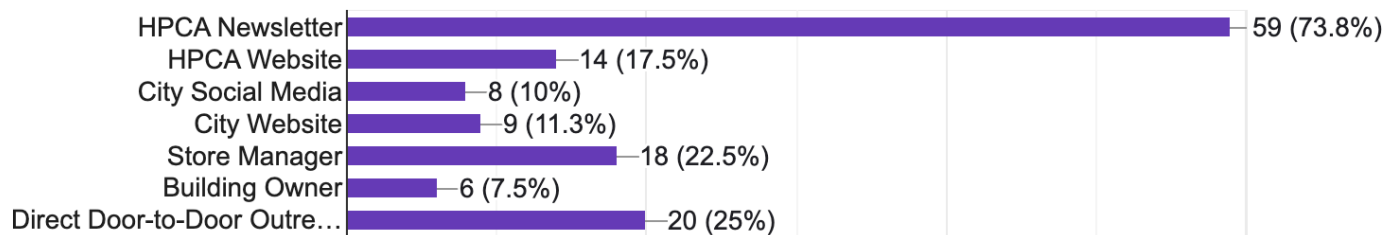
- Lower Main: North (downhill) from Heber Ave
- Middle of Main: Between Heber Ave and 5th Street
- Middle of Main: Between 4th and 5th Street
- Upper Main: South (uphill) of 5th street

Project Communications

 Copy

To ensure we understand the best way to communicate with you, please let us know how you prefer to receive information regarding construction and other impacts within the Historic District. Please check all that apply:

80 responses





PROJECT : Main Street Phase 2 and 3

JOB # : Main Street

DATE : 08/23/24

LOCATION : Park City, Utah

BY : gl

****Based on Silver Spur Ph. 1 bid unit costs****

REVIEWED BY:

No.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
5th Street to Swede					
A.	Mobilization - 10.655% total	1	LS	\$ 326,489.44	\$ 326,489.44
B.	Owners Contingency	1	LS	\$ 75,000.00	\$ 75,000.00
C.	Traffic Control - 7.29% Total	1	LS	\$ 223,379.45	\$ 223,379.45
D.	Trench Asphalt - Surface Patch with 8" Base Course	2,695	SY	\$ 99.00	\$ 266,805.00
E.	Furnish and Install 6" C900 PVC		LF	\$ 189.00	\$ -
F.	Furnish and Install 10" C900 PVC	1750	LF	\$ 175.00	\$ 306,250.00
G.	Abandon Existing Mainline valves and Water Main	1	LS	\$ 16,400.00	\$ 16,400.00
H.	Abandon Existing Water Meter Vault/can	16	Ea	\$ 1,980.00	\$ 31,680.00
I.	Connection at 4th Street	1	LS	\$ 14,400.00	\$ 14,400.00
J.	Connection at Swede Alley and Upper Main	1	LS	\$ 24,900.00	\$ 24,900.00
K.	Remove Existing Fire Hydrant	7	Ea	\$ 2,555.00	\$ 17,885.00
L.	New Fire Hydrant Complete	4	Ea	\$ 14,900.00	\$ 59,600.00
M.	Reconnect Service	49	Ea	\$ 30,560.00	\$ 1,497,440.00
N.	Import Fill Due to Soil Removal	2695	tn	\$ 33.00	\$ 88,935.00
O.	Mining Impacted material to Coalville	3850	tn	\$ 60.00	\$ 231,000.00
P.	Mining Impacted material to Tooele	3850	tn	\$ 106.00	\$ 408,100.00
Q.	Furnish and install Gray Fiber Conduit	1355	LF	\$ 45.00	\$ 60,975.00
R.	Furnish and install type IV fiber vault	4	Ea	\$ 9,955.00	\$ 39,820.00
				Total	\$ 3,689,058.90

Notes with reference to Phase 1 bid

- A. Based on original bid %
- B. increased contingency per owner to cover tunnel crossings
- C. Based on original bid %
- D. Original unit cost
- E. no 6" projected
- F. Original unit cost
- G. Original unit cost
- H. Original unit cost
- I. Original unit cost, similar scope as Heber ave connection.
- J. Original unit cost, similar scope as 5th street connection
- K. Original unit cost
- L. Original unit cost
- M. Original average unit cost
- N. Original unit cost
- O. Original unit cost
- P. Original unit cost
- Q. Original unit cost
- R. Original unit cost

PARK CITY MUNICIPAL CORPORATION
Main Street Waterline Replacement Project - Phase 1

Item	Classification of Unit Price Work	Qty	Unit	MC Construction		Cliff Johnson		Silver Spur	
No.				Unit	Total	Unit	Total	Unit	Total
Base Bid Schedule									
1	Mobilization/Demobilization	1	LS	\$196,800.00	\$196,800.00	\$120,000.00	\$120,000.00	\$149,000.00	\$149,000.00
2	Owner's Contingency	\$20,000	LS	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
3	Traffic Control	1	LS	\$19,800.00	\$19,800.00	\$120,000.00	\$120,000.00	\$102,000.00	\$102,000.00
4	Trench Asphalt Surface Patch: 6" Asphalt with 8" Base Course	1,350	SY	\$95.00	\$128,250.00	\$150.00	\$202,500.00	\$99.00	\$133,650.00
5	Furnish and Install 6" C900 PVC Waterline & Trench Restoration Complete, Excluding Asphalt Surface Restoration & Trench Zone Import	40	LF	\$444.00	\$17,760.00	\$1,278.00	\$51,120.00	\$189.00	\$7,560.00
6	Furnish and Install 10" C900 PVC Waterline & Trench Restoration Complete, Excluding Asphalt Surface Restoration & Trench Zone Import	815	LF	\$436.00	\$355,340.00	\$536.00	\$436,840.00	\$175.00	\$142,625.00
7	Abandon Existing Mainline Valves and Water Main	1	LS	\$2,750.00	\$2,750.00	\$17,500.00	\$17,500.00	\$16,400.00	\$16,400.00
8	Abandon Existing Water Meter Vault/Can per Table 1 on G-05	9	EA	\$1,000.00	\$9,000.00	\$6,980.00	\$62,820.00	\$1,980.00	\$17,820.00
9	Connection to Existing Water Main 10"+00, Complete Including Fittings and Valves	1	LS	\$15,000.00	\$15,000.00	\$49,714.00	\$49,714.00	\$24,900.00	\$24,900.00
10	Connection to Existing Water Main 18"+15, Complete Including Fittings	1	LS	\$8,500.00	\$8,500.00	\$31,729.00	\$31,729.00	\$14,400.00	\$14,400.00
11	Remove Existing Fire Hydrant, Complete	4	EA	\$3,450.00	\$13,800.00	\$12,247.00	\$48,988.00	\$2,555.00	\$10,220.00
12	New Fire Hydrant, Complete	4	EA	\$12,000.00	\$48,000.00	\$40,580.00	\$162,320.00	\$14,900.00	\$59,600.00
13-42	Service Connections	30	ea	\$51,500.00	\$1,545,000.00	\$51,659.00	\$1,549,770.00	\$30,560.00	\$916,800.00
43	Import Fill Due to Soil Removal	1,649	TN	\$48.45	\$79,894.05	\$42.00	\$69,258.00	\$33.00	\$54,417.00
Total Base Bid Schedule				\$2,459,894.05		\$2,942,559.00		\$1,669,392.00	

Additive Alternate Bid Schedule									
Item	Classification of Unit Price Work	Qty	Unit	MC Construction		Cliff Johnson		Silver Spur	
No.				Unit	Total	Unit	Total	Unit	Total
A1	Mining Impacted Soils Removal, hauled to designated landfill in Coalville; Summit County 6550 W Threemile Canyon Road, disposal cost is \$40/ton. This must be included with your hauling/disposal cost for this line item. Do not contact the Landfill/County for your bid.	2,748	TN	\$68.45	\$188,100.60	\$67.00	\$184,116.00	\$60.00	\$164,880.00
A2	Mining Impacted Soils Removal, hauled to designated landfills in Tootle; Clean Harbors or Wasatch Regional. Wasatch Regional, Richard McMullin, mcmullin@republicservices.com, 801-253-1111 Clean Harbors, Chuck Lawrence, lawrence.chuck@cleanharbors.com, 801-597-0283	2,748	TN	\$106.00	\$291,288.00	\$82.00	\$225,336.00	\$106.00	\$291,288.00
A3	Furnish and Install Two (2) 2" SDR11 Gray Conduits per UDOT Standards in same trench with new Watermain (Bid Item 6) and Fire Service Lateral to Museum (528 Main Street). Conduits shall be bundled together, buried 3' deep and 1' offset from new Watermain.	865	LF	\$22.00	\$19,030.00	\$34.00	\$29,410.00	\$45.00	\$38,925.00
A4	Furnish and Install Type IV Concrete Fiber Vault with Manhole Lid per UDOT Standards, Complete	3	EA	\$5,000.00	\$15,000.00	\$11,898.00	\$35,694.00	\$9,955.00	\$29,865.00
Total Additive Alternate Bid Schedule				\$513,418.60		\$474,556.00		\$524,958.00	
Total Bid + Additive 1, 3 & 4				\$2,682,024.65		\$3,191,779.00		\$1,903,062.00	
Total Bid + Additive 2, 3 & 4				\$2,785,212.05		\$3,232,999.00		\$2,029,470.00	
Total Bid + Additive 1 only				\$2,647,994.65		\$3,126,675.00		\$1,834,272.00	
Total Bid + Additive 2 only				\$2,751,182.05		\$3,167,895.00		\$1,960,680.00	
Total Bid + All Bid Additives				\$2,973,312.65		\$3,417,115.00		\$2,194,350.00	

City Council Staff Report

Subject: Administration of Public Bodies
Author: Michelle Downard, Luke Henry
Department: Executive, City Attorney's Office
Date: September 5, 2024

Recommendation

Review and discuss an ordinance to consolidate and streamline the overall administration of boards, commissions, and committees (excluding boards and commissions found in the Land Management Code), collectively called public bodies, including the appointment process and terms.

Update Since July 11, 2024

After obtaining direction at the City Council meeting on [July 11, 2024](#), we worked with Councilmember Parigian to consider amending the process for board member removal. Under the updated version, removal may only be accomplished by the Mayor with the advice and consent of the Council, which is consistent with most municipal appointments. We also defined "cause" under the removal provision—willful misconduct or intentional failure to perform stated duties.

Other changes include updating the Nonprofit Services Advisory Committee to align with the resolution Council adopted on [August 22, 2024](#), and adding the Special Event Advisory Committee, which is currently dormant but can be appointed when City Council determines a need.

Otherwise, the remainder of this report is unchanged from the July 11 Staff Report.

Background

Over time, the City Council has created some Park City public bodies by ordinance and some by resolution. The Board of Appeals, Library Board, and Recreation Advisory Board were created by ordinance and can be found in the Park City Code. The Citizens Open Space Advisory Committee (COSAC), Deed Restriction Advisory Committee, Neighborhoods First - Streets Committee, Police Complaint Review Committee, Nonprofit Services Advisory Committee, Public Art Advisory Board, and the Special Event Advisory Committee were created through resolution. Each ordinance and resolution provides information about the specific board and how it is supposed to function.

Public bodies are managed individually by Department Managers or designees, are highly functional, and play an important role in including community members and stakeholders in the administration of City policy, programs, and initiatives. Public meetings are noticed and managed consistently with the [Open and Public Meetings Act](#), providing high transparency. Over time, the different methods of designing and managing public bodies to meet the intended purposes have created confusion,

particularly about where to find managing resolutions and ordinances, and the respective authority of the City Council and Mayor.

This report attempts to summarize and consolidate the underlying governance structure of PCMC's public bodies by offering a potential solution to provide more clarity and consistency in their management.

Land use-related public bodies, including the Appeal Panel, Board of Adjustment, Historic Preservation Board, and Planning Commission, are currently outlined within the Land Management Code and are not recommended to be included in these changes.

Analysis

Currently, all of Park City's public bodies are governed by the ordinances or resolutions that created them, along with any changes the Council has made and internal policies that the individual bodies have adopted to supplement what the Council provided. This means that sometimes the rules governing public bodies can differ from one body to the next, and the rules can be difficult to find.

Adopting a uniform set of rules for public bodies, with exceptions where needed, would increase administrative efficiency and transparency. For example, appointments would generally occur for all public bodies at the same time each year (member terms would expire on June 30, and new appointments would start on July 1), and the same appointment process would apply to all public bodies.

In addition to adding uniformity, we propose consolidating all of Park City's public bodies (excluding those that reside in the Land Management Code) in one location within Park City's Code. The consolidation would give each public body a code section that explains the purpose and authority of the public body and describes specific rules and information that apply to that public body. This would supplement and, at times, override the uniform rules. Consolidating the bodies in this way would allow members of the public to understand better what the public bodies do and how they function without searching through old ordinances and resolutions, which can be difficult to locate.

Council could make a number of policy decisions about the uniform rules or the specific rules that apply to each public body. The proposed ordinance includes what appeared to be the most common set of rules across the City's various boards. For example, most boards use a three-year term for members, so the proposed uniform rule uses a three-year term.

Policy decisions that were made in the uniform rules include:

- Appointment authority;
- Terms (length, limits, beginning/ending dates, staggering); and
- Removal of members.

Appointments: The proposed uniform rule would give the Mayor appointment authority, with the advice and consent of the Council. This follows the general rule outlined in the State of Utah's Code ([Utah Code § 10-3-104\(1\)\(c\)\(v\)](#)).

Terms: The proposed uniform rule would set term lengths to three years, beginning on July 1 and ending on June 30. It would allow members to serve two consecutive full terms. The rule also encourages staggering member terms to maintain continuity in public bodies.

Member terms on PCMC public bodies are mostly set at three years. Still, one public body has two-year terms (Neighborhoods First - Streets Committee), and others don't specify term length (Board of Appeals and COSAC). These varying terms can cause confusion when more recently appointed members can reach the end of their term sooner than others.

Removal of members: The proposed uniform rule would allow the Mayor to remove members with the advice and consent of Council for cause and for unexcused or cumulative absences. For the purposes of the removal section, "cause" includes willful misconduct or intentional failure to perform stated duties.

Recommendation

To streamline appointment and administrative processes for Park City's public bodies, the City Council may consider consolidating all non-land use-related boards and commissions into one code chapter with a uniform set of policies.

While increasing transparency, consistency, and clarity with one consolidated code chapter, this structure still allows for variations based on the purpose and needs of each public body but expressly stated so the deviation is noted and justified, and easier to locate.

EXHIBITS

- Exhibit A – Draft Park City Municipal Code Chapter 2-7
- Exhibit B – Proposed Ordinance Enacting Title 2, Chapter 7, and Moving and Amending Sections 2-4-13, 2-4-14, and 2-4-15 of the Municipal Code of Park City to Create a Consolidated Code Chapter Governing Park City's Boards, Committees, and Commissions

Exhibit A

2-7-1 Purpose

The purpose of this chapter is to establish common rules for the City boards, commissions, and committees enumerated in section 2-7-2.

2-7-2 City Boards and Commissions Named

A. For the purposes of this chapter, the term “City board” or “board” means the following City boards, commissions, and committees:

1. Board of Appeals
2. Citizens Open Space Advisory Committee
3. Deed Restriction Advisory Committee
4. Library Board
5. Neighborhood First Street Committee
6. Nonprofit Services Advisory Committee
7. Police Complaint Review Committee
8. Public Art Advisory Board
9. Recreation Advisory Board

10. Special Event Advisory Committee

B. The following boards and commissions are not covered by this chapter:

1. Appeal Panel (Park City Code Title 15, Chapter 1, Section 18)
2. Board of Adjustment (Park City Code Title 15, Chapter 10)
3. Historic Preservation Board (Park City Code Title 15, Chapter 11)
4. Planning Commission (Park City Code Title 15, Chapter 12)

2-7-3 Conflicts of Law

If a provision of this chapter conflicts with a federal, state, or local law applicable to a particular City board, such law shall supersede the conflicting provision. If rules for a specific board, commission, or committee found in this chapter conflict with the common rules, the specific rules will control. The contents of this chapter will supersede any conflicting resolution or policy established for any specific board by the board.

2-7-4 Appointment; Advice and Consent

- A. Appointments of City board members shall be made by the Mayor with the advice and consent of the City Council unless otherwise provided by this code or other law regarding a particular City board. City boards should represent a cross-section of the City. Individuals should serve on only one board at a time, thus allowing more people to serve on boards.
- B. Employees of Park City Municipal Corporation are not eligible for membership on a City board unless an exception in this code or other law applicable to a particular board allows such appointments.
- C. Spouses and family members of City employees may be considered for appointment to a City board when the board is not advisory to the employee’s department or job responsibilities.

2-7-5 Term

- A. Member appointments to City boards will be made for three-year terms beginning on July 1 and expiring on June 30, except when:
 1. A provision of state law or this code applicable to a particular board specifies a different term; or
 2. An appointment is to fill a vacancy during an unexpired term, in which case, the appointment shall be for the unexpired term.

Exhibit A

- B. Board members shall be limited to two consecutive full terms.
- C. A board member whose term has expired may continue to serve until a replacement board member is appointed.
- D. Board member terms should be staggered to promote continuity on the board.

2-7-6 Vacancy

Vacancies occurring in the membership of a City board shall be filled by appointment by the Mayor with the advice and consent of the council for the unexpired term.

2-7-7 Oath of Office

Board members shall take the oath of office required by law for City officers and file the oath with the City Recorder.

2-7-8 Conflicts of Interest

City board members are subject to the City's Conflict of Interest Code, Title 3, Chapter 2, and the Municipal Officers' and Employees' Ethics Act, Title 10, Chapter 3, Part 13 of the Utah Code, or its successor.

2-7-9 Removal from Office

- A. Any City board member may be removed from office by the Mayor **with the advice and consent of Council** for cause prior to the expiration of the term for which the member was appointed. **For the purposes of this section, "cause" includes willful misconduct or intentional failure to perform stated duties.**
- B. Any **City board** member failing to attend two board meetings without advance notice or four total meetings in one calendar year may be removed by the Mayor **with the advice and consent of Council prior to the expiration of the term for which the member was appointed.**
- C. If another section of the Park City Code conflicts with the procedures in this section, this section will control for board members.

2-7-10 Compliance with the Open and Public Meetings Act

Every meeting of a City board shall conform with the Open and Public Meetings Act, as set forth in Title 52, Chapter 4 of the Utah Code or its successor, including, the requirements for public notice, open meetings, closed meetings, meeting minutes, and electronic meetings.

2-7-11 Board Meetings

- A. Each City board shall convene regular meetings, the frequency of which shall be determined by the board except as otherwise provided by rules set forth in this code applicable to a particular board.
- B. Special meetings may be ordered by a majority of the board or the board chair.
- C. Except as otherwise provided by law, City boards may establish their own policies and rules of procedure governing the board and the proper conduct of its meetings provided that those policies and procedures do not conflict with the provisions of this Chapter.

2-7-12 Election of Board Officers

Each City board shall select one of its members as chair and another member as vice-chair who shall perform the duties of the chair during the absence or disability of the chair. These positions shall be for one-year terms.

Exhibit A

2-7-13 Quorum and Board Action

- A. A quorum is a majority of members who have been appointed to and are currently serving on a particular City board.
- B. A City board may hold a meeting and take action only when a quorum is present.

2-7-14 Board of Appeals

- A. **Purpose and Authority.** The Board of Appeals shall hear all appeals filed according to the International Building Code, Chapter 5 of the Abatement of Dangerous Buildings Code for Park City, as adopted by Title 11, Chapter 6 of the Park City Code, and Chapter 12 of the Housing Code of Park City, as adopted by Title 11, Chapter 5 of the Park City Code. Any appeal made to the Board of Appeals pursuant to the International Building Code shall be filed within 30 days of approval or denial of the permit. The time for appeal of actions under the Abatement of Dangerous Buildings Code and the Housing Code shall be as specified in each of those respective codes, but in no instance longer than 30 days. All decisions and findings of the Board of Appeals will be in writing to the Chief Building Official with a copy provided to the appellant.
- B. **Organization.** The Board of Appeals consists of three members who are qualified by experience and training to pass upon matters pertaining to building construction. The Chief Building Official shall be an ex officio member and shall act as Secretary of the Board of Appeals.
- C. **Rules and Regulations.** The Board of Appeals shall adopt reasonable rules and regulations for conducting its investigations. A copy of all rules and regulations adopted by the Board of Appeals shall be delivered to the Chief Building Official who will make them available to the public without cost.

2-7-15 Citizens Open Space Advisory Committee

- A. **Purpose and Authority.** The Citizens Open Space Advisory Committee will:
 - 1. Investigate and recommend a strategy for the acquisition of open space, including recommending specific parcels for acquisition and prioritizing available lands for acquisition; and
 - 2. Recommend improvements to open space to protect critical natural amenities and provide safe public access.
- B. **Organization.** Members may be appointed when dedicated open space funding is available. The committee will disband when dedicated open space funding is exhausted.

2-7-16 Deed Restriction Advisory Committee

- A. **Purpose and Authority.** The Deed Restriction Advisory Committee will make recommendations to the City Manager about the acquisition of deed restrictions pursuant to the Live Park City – Lite Deed Restriction Program using the following criteria:
 - 1. Supports and maintains a permanent, year-round resident population that grows a diverse community where a wide range of demographics, economics, occupations, and family household sizes are served.
 - 2. Consistent with housing policies adopted by the Park City Municipal Code for the acquisition of deed restrictions.
 - 3. Demonstrated demand exists within the resident housing market for the type of residential product (studio, flat, townhome, duplex, single family, etc.) that is to be deed restricted.
 - 4. Fulfills a demonstrated need within a defined segment (for rent, sale, owner occupied, etc.).
 - 5. Demonstrates a quantifiable return on investment based upon appraisals.

Exhibit A

6. The market value of the deed restriction is comparable in value to other existing deed restrictions within the community as demonstrated by an appraisal.
 7. Most cost-effective and efficient use of the City's limited supply of financial resources;
 8. A transaction cap of \$200,000 per dwelling unit is to be deed-restricted unless approved by the City Council.
- B. **Organization.** The Deed Restriction Advisory Committee will consist of five members. Members must be residents of Park City.

2-7-17 Library Board

- A. **Purpose and Authority.** The Library Board of Directors may with the approval of the governing body have control of the expenditure of the Library Account, of construction, lease or sale of Park City Library buildings and land, and of the operation of the Library. The Library Board will be responsible for the maintenance and care of the Library and will establish policies for its operation.
- B. **Organization.** The Library Board will consist of not less than five members and not more than nine members. Members must be Park City residents. Not more than one member of City Council may be, at any one time, a member of the Library Board. Directors shall serve without compensation, but their actual and necessary expenses incurred in the performance of their official duties may be paid from Library funds.
- C. **Rules and Regulations.** The Library Board of Directors shall make, amend and revoke rules and regulations, not inconsistent with the law, for the governing of the Library. The Library shall be free to the use of the inhabitants of Park City, subject to the rules and regulations adopted by the Board. The Board may exclude from the use of the Library any and all persons who shall willfully violate such rules. The Board may extend the privileges and use of the Library to persons residing outside of the City upon such terms and conditions as it may prescribe by its regulations.
- D. **Annual Reports.** The Library Board of Directors shall make an annual report to the governing body of the City on the condition and operation of the library, including a financial statement. Such a report may be in the form of budget documents submitted each year to the City Council. The Directors shall also provide for the keeping of such records as shall be required by the Utah State Library in its request for an annual report from the public libraries, and shall submit such an annual report to the State Library.
- E. **Personnel.** The Library Board of Directors shall appoint a competent person as Librarian to have immediate charge of the Library with such duties and compensation for the Librarian's services as it shall fix and determine. The Librarian shall act as the executive officer for the Library Board. The Board shall appoint, upon the recommendation of the Librarian, other personnel as needed. The Board may delegate the authority of this section to the City Manager and provide for the inclusion of Library personnel in the City personnel system pursuant to section 10-3-1104 of the Utah Code, or its successor.
- F. **Donations.** Any person desiring to make donations of money, personal property, or real estate for the benefit of the Library shall have the right to vest the title to the money, personal property or real estate so donated, in trust for the benefit of the Library. All monetary donations shall be held in the City treasury to the credit of the Library account, and may not be used for any purpose except that of the Library. These funds shall be drawn upon by the authorized officers of the City only upon presentation of the properly authenticated vouchers or purchase order of the Board.

Exhibit A

2-7-18 Neighborhoods First - Street Committee

- A. **Purpose and Authority.** The Neighborhoods First - Streets Committee implements portions of the Neighborhoods First - Streets Program, which aims to enhance neighborhood livability and safety by reducing speeding traffic with traffic calming solutions. By measuring the impacts of these solutions with the help of clear evidence and documented processes, the Neighborhoods First - Streets Committee works to improve compliance with posted speed limits, stop signs, and other traffic control devices.
- B. **Organization.**
1. The Neighborhoods First - Streets Committee will be made up of a representative from each of the following:
 - i. The Park City Engineering Department,
 - ii. The Park City Police Department,
 - iii. The Park City Public Works Department,
 - iv. The Park City Fire Department,
 - v. The Park City Transportation Department,
 - vi. A Park City Resident Advocate,
 - vii. A Park City Resident, and
 - viii. Summit County Government Representative.
 2. **Selection Process.** All of the representatives will be selected by the department or organization they are representing except the Park City Resident Advocate will be selected by the City Manager and the Park City Resident will be appointed by the Mayor with the advice and consent of the City Council.

2-7-19 Nonprofit Services Advisory Committee

- A. **Purpose and Authority.** The Nonprofit Services Advisory Committee provides recommendations to the City Council on the Public Service Contract and Emergent Community Needs Grant programs, which are established in the City's Budget Policies & Objectives. The Committee's duties include:
- ~~1.—Issuing RFPs;~~
~~2.1.~~ Evaluating applications;
~~3.2.~~ Interviewing applicants; and
~~4.3.~~ Making award recommendations to the City Council.
- B. **Organization.**
1. The Nonprofit Services Advisory Committee will consist of not less than five members and not more than seven members.
 2. ~~All members must live, work, volunteer, own property, or own a business within Park City municipal boundaries. At least three members must be Park City residents.~~
 3. ~~A majority of members must have their primary residence within Park City municipal boundaries.~~
 4. There should be priority for members who have experience ~~working for or~~ with a nonprofit organizations or who have experience with essential services including medical, mental health, housing, and senior services.
- C. **Conflict of Interest.** Members may not be employed by or serve on the board of a nonprofit organization that applies for or is likely to apply for grant funding through PCMC.

2-7-20 Police Complaint Review Committee

- A. **Purpose and Authority.** The purpose of the Police Complaint Review Committee is to act in the capacity of an advisory body, which will review proposed complaint dispositions of complaints filed against police personnel and/or police procedure, if formally requested, and to provide recommendations to the Chief of Police on those complaints reviewed.
- B. **Organization.**
 1. The Police Complaint Review Committee will consist of five eligible community members and one appointed City staff member as the City Manager's designee. An attorney from the City Attorney's Office will be assigned to act as a legal liaison to the Committee by the City Attorney. The Chief of Police shall be an ex officio member and shall provide all necessary staff support and information to the Committee. The City Council may appoint a Council Liaison.
 2. The City Manager's appointed designee shall act as the Chairperson for the Committee and in the absence of the Chairperson, the Chairperson pro-tem shall perform the duties of the Chairperson. The Chairperson shall be a non-voting member. The Chairperson pro-tem shall be elected by a majority vote of the members of the Committee at the first meeting of the Committee each calendar year.
 3. Members of the Committee shall perform their services on the Committee without pay or other compensation, except for payment of reimbursement of expenses actually and reasonably incurred and as approved by the Chief of Police. Community members shall be deemed volunteers as defined in Title 67, Chapter 20, of the Utah Code, as amended, or any successor statute. Members shall be immune from any liability with respect to any decision or action taken in the performance of their duties and responsibilities on the Committee as provided by Title 63G, Chapter 8, of the Utah Code, as amended, or any successor statute.
- C. **Eligibility for Membership.** To be eligible for appointment to the Committee, a person shall be at least 21 years of age. No person may have any felony convictions, or misdemeanor convictions where a dishonest act or false statement is an element of the offense. If a Committee member, during his or her term, is formally charged with such an offense, the Committee member shall immediately notify the Chief of Police of such charge(s). Post-appointment convictions shall be a basis for removal.
- D. **Members' Ethics.** In addition to being bound by Title 3 of the Park City Code, if a conflict of interest arises with respect to a particular complaint review, the Committee member(s) shall recuse themselves from that review. Any violation of this provision or the provisions incorporated herein by reference shall be grounds for removal from the Committee.
- E. **Training.** Each member must receive training specified by the Chief of Police, regarding police policy, practice, procedure, and the duties of the Committee. Training may include attendance at police training classes and participation in ride-a-longs during police shifts.
- F. **Community Requested Review of Proposed Complaint Disposition.** The Police Department will establish and publicize the processes by which a proposed complaint disposition can be reviewed by the Committee.
- G. **Complaint Review Process.**
 1. When a review is requested, the Chief of Police, acting as the department liaison, shall supply all the sitting Committee members with all pertinent documents and investigative materials related to the original complaint and investigation. Any information furnished by the complainant shall be forwarded to the Committee.
 2. The Committee shall meet within a reasonable time after receiving a request for review.
 3. After the review meeting, the Committee shall reach a conclusion and provide an advisory recommendation. Committee advisory recommendations may include:

Exhibit A

- i. further investigative action or review by the Chief of Police to clarify and/or to expand the investigation or review;
 - ii. review of department policy or procedure for adjustment, revision, or modification; or
 - iii. both.
4. Within 30 calendar days after receiving the Committee's report, the Chief of Police shall ensure that the individual requesting the review and the original complainant, if they are not the same person, are notified of the intended actions of the Chief of Police via a 'Letter of Final Disposition.' The reports containing the Committee's conclusions and recommendations will not be disclosed to the original complainant, the person requesting the review, or any other member of the public, except under Title 63G of the Utah Code.
5. A copy of the Committee's conclusion(s) and recommendation(s) will be forwarded to City Council members.
6. All Committee documents will be maintained in the Administrative Offices of the Chief of Police in a secured location in accordance with Record Retention Schedules.
- H. **Cooperation and Coordination.** The Chief of Police shall provide complete and prompt cooperation to the Committee members in the discharge of its duties.
- I. **Committee Actions.** The recommendations of the Committee shall not be deemed to bind the Chief of Police or the City Manager in their final disposition. Nothing in this document shall be construed to be a delegation of the powers of the Chief of Police, City Manager, or the Mayor and City Council.
- J. **Committee Policy and Procedures Review.** Policy and procedures for the Committee will be reviewed for changes and updates on an annual basis. This review will be open to the public.

2-7-21 Public Art Advisory Board

- A. **Purpose and Authority.** The Public Art Advisory Board will create and propose updates for a public art policy and plan, make recommendations to the City Council regarding public art placement and expenditures, and establish future funding opportunities for public art.
- B. **Organization.** The Public Art Advisory Board will consist of eight members.
- C. **Policy.** The Public Art Advisory Board will be governed by a policy that will be adopted by Council.

2-7-22 Recreation Advisory Board

- A. **Purpose and Authority.** The Recreation Advisory Board's purpose and duties are as follows:
 1. To advise the City Council and staff on parks and recreation policy as requested by the City Council.
 2. To support and promote the policies and programs of the Recreation Department.
 3. To advise and support staff on staff-recommended budget priorities concerning parks and recreation projects and programs.
 4. To serve as a liaison between the community and public agencies on parks and recreation issues within Park City.
 5. To stimulate and initiate community involvement and support for City Council annual and long-term goals and priorities, and all parks, recreation and beautification projects and programs.
- B. **Organization.** The Recreation Advisory Board will consist of between five and nine members, and one additional representative from the City Council who is a non-voting member. Members shall be residents of Park City and shall serve without compensation.

Exhibit A

2-7-22 Special Event Advisory Committee

- A. **Purpose and Authority.** The Special Event Advisory Committee will advise and make recommendations to City Council regarding special events in Park City.
- B. **Organization.** The Special Event Advisory Committee will consist of seven members. Members shall be residents of Park City and should represent a cross section of various neighborhood areas throughout Park City. Members may be appointed when City Council determines a need exists. The committee will disband when there is not a clear need.

Exhibit B

Ordinance No. 2024-16

AN ORDINANCE ENACTING TITLE 2, CHAPTER 7, AND MOVING AND AMENDING SECTIONS 2-4-13, 2-4-14, AND 2-4-15 OF THE MUNICIPAL CODE OF PARK CITY TO CREATE A CONSOLIDATED CODE CHAPTER GOVERNING PARK CITY'S BOARDS, COMMITTEES, AND COMMISSIONS

WHEREAS, Park City has created boards, committees, and commissions over time through the adoption of resolutions and ordinances.

WHEREAS, the rules governing those boards, committees, and commissions differ and are not found in a consolidated location.

WHEREAS, the City Council finds that consolidating the rules for boards, committees, and commissions into one location and providing more uniform rules for governance will aid in transparency and administration.

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

Section 1. Title 2, Chapter 7, of the Municipal Code of Park City is hereby enacted to read as shown in Exhibit A. Sections 2-4-13, 2-4-14, and 2-4-15 of the Municipal Code of Park City are hereby moved into Title 2, Chapter 7, and amended to read as shown in Exhibit A.

Section 2. This ordinance supersedes any conflicting provisions of previously adopted ordinances and resolutions.

Section 3. This ordinance will be effective on the day of publication.

PASSED AND ADOPTED this 5th day of September, 2024.

PARK CITY MUNICIPAL CORPORATION

Mayor Nann Worel

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

City Council Staff Report



Subject: Fee Waiver Request – Studio Crossing LLC
Authors: JJ Trussell, Assistant Building Official
Department: Building
Date: September 5, 2024

Recommendation

Pursuant to the [Park City Council request from August 15, 2024, approve](#) the amended Studio Crossing impact and development permit fee waiver for the voluntary affordable housing portions of their development, totaling \$1,913,012.

Background

On August 15, 2024, the Park City Council considered a request for fee waivers for the affordable housing portions of the Studio Crossing development. The Applicant originally requested roughly \$2.4 million, which represented all fees associated with all 208 affordable units.

The City's Fee Adjustment Committee, based on the eligibility criteria in the [Administrative Policy for the Adjustment or Waiver of Construction and Development and Impact Fees](#), instead recommended that the City Council consider waiving fees for only 143 total units, and not to include the 65 obligated units.

After discussion, a majority of the City Council supported waiving fees for 166 units, which totals \$1,913,012. At the time, staff requested additional time to ensure an accurate calculation, and the City Council directed the item return for final approval.

In addition, the Building Department reviewed the City Council Minutes from previous Studio Crossing Council discussions to determine if impact and development fees were previously discussed. We were unable to locate a City Council discussion of fee waivers within the official minutes we reviewed.

Attachments

EXHIBIT A Studio Crossing Fee Adjustment/Waiver Application
EXHIBIT B Fee Summary



**Construction, Development, and Impact
Fee Adjustment/Waiver Application**
Park City Municipal Corporation

Please provide electronic copies of this application, comprehensive project plans, and all other requested information to the Building Department.

Applicant Contact Information

Name Studio Crossings, LLC

Address 1776 Park Avenue, #145 Park City, UT 84060 Attention: Gary Crandall

Phone (435) 731-9195 E-mail justin@hlhparkcity.com

Permit(s) _____

Indicate the applicable Criteria for Eligibility:

- ☒ Affordable Housing Project ☐ Non-Profit
☐ Project Receiving a Historic District Grant ☐ Youth Group

Indicate the applicable items for which a waiver is being requested (all that apply):

- | | |
|---|---|
| ☐ Plan Review Fees | ☐ Annexation Application Fee |
| ☐ Condo Plat Application Fee | ☐ Plat Amendment Application Fee |
| ☐ CUP Application Fee | ☐ Historic District Design Review |
| ☐ MPD Application Fee | ☒ Water Fees (interior or exterior) |
| ☒ Building Permit Fee | ☒ Parks, Trails, Open Space, Police |
| ☐ Other: Please explain _____ | |

Total construction cost of subject project: \$ 56,430,072

Requested Fee Waiver Total:

\$ 2,410,754.90

Project Description: Please provide no more than two pages of narrative addressing the project's contribution to City Council Priorities, a description of the substantial public benefit the project will provide, and documentation demonstrating your organization's eligibility for a fee waiver adjustment.

Signed: _____

Date: 5/20/24



Justin Keys
Justin@hlhparkcity.com
Direct: 435.731.9195

April 25, 2024

VIA EMAIL

Park City Municipal Corporation
Impact Fee Waiver Committee
Attn: Jason Glidden
Jason.glidden@parkcity.org
PO Box 1480
Park City, Utah 84060

Re: Construction, Development, and Impact Fee Adjustment Waiver Application

Dear Committee Members,

Please accept this brief letter as a supplement to Studio Crossing, LLC's Construction, Development, and Impact Fee Adjustment/Waiver Application. Because we feel that the Studio Crossings project will greatly contribute to City Council's priorities and will provide substantial public benefit, we respectfully request that you approve our request for a fee waiver.

The construction of affordable housing has consistently been one of City Council's top priorities. For example, in its most recent visioning session, City Council identified affordable housing as the "top" priority under its goal to create an "Inclusive and Healthy Community." It also identified as priorities delivering "middle income" and "attainable" housing.

Affordable and attainable housing is scarce in Park City due to the high cost of housing units. Every year the demand for housing increases. This demand, coupled with the increasing cost of construction has pushed the average sold price of a home in Park City proper to over \$2,700,000.¹ This is well above the price point for a middle income, let alone lower income bracket household.

In 2016, the Park City Council set a goal to build 800 new affordable housing units by 2026. As of the 2021 Park City Housing Needs Assessment, the City added only 153 units of its 800-unit goal. That needs assessment and a presentation to City Council by Cascadia Partners (the City's third-party affordable housing consultant) were the inspiration for the Studio Crossing project.

¹ See Summit Sotheby 2023-2024 Report.

Studio Crossing is a re-envisioning of a previously entitled commercial development. The Applicant applied to convert existing commercial entitlements to an affordable housing centered mixed-use development. The result is a development built around more than 200 affordable housing units, with 60,000 square feet of support commercial, and no more than 100 market rate townhomes and condos.

The Studio Crossing project alone delivers 25% of the units needed to meet Park City's 2026 affordable housing goal. It is the single largest affordable housing project in Park City to date. And unlike other recent affordable housing projects, Studio Crossings is being constructed entirely at the developer's cost. This impact fee waiver is the only public contribution being sought by the Applicant to aid in covering the high cost to construct and finance these affordable units.

The Studio Crossing project is also delivering a diversity of housing types including townhomes and stacked condominiums that are missing in the local market. Smaller footprint townhomes and condominiums provide an attainable market rate housing opportunity in Park City. Neighborhood condominiums and townhomes are lacking in the local market and offer a lower price point housing opportunity for households that make too much money to qualify for affordable housing.

Finally, the Studio Crossing Project is contributing to City Council's "Thriving Mountain Town" priority statement. Under that statement, Council indicated that a critical need is "Transportation: Congestion Reduction, Local and Regional." Here, the proposed project will have a dedicated public transit stop. This will aid in reducing traffic on Hwy 248 by providing affordable housing opportunities directly on the transit line.

Studio Crossing is also providing improved connections to regional and local trails along with a bike fix it station and County e-bike station. Studio Crossing is providing the ground and electricity for the e-bike station free of charge. This will allow residents in Studio Crossings to commute into town and to surrounding Quinn's Junction employers using the trail system. Obviating the need to use the road systems for a commute entirely.

In short, the Studio Crossing project meets many of the City Council's priorities, including two of the three priorities identified as "critical." Given the many community benefits resulting from this development, we strongly encourage you to approve the maximum impact fee waiver allowed under Park City's code.

Very Truly Yours,
HOGGAN LEE HUTCHINSON



Justin J. Keys

Council adjustment from 65 ineligible units to 42 ineligible units.

Total fees eligible for waiver \$1,913,012

Totals for all 3 buildings (eligible amount rounded to nearest dollar)

Permit fees - \$428,005

Impact fees - \$1,485,007

PLAN23-499 (All Affordable Building) 104 Units – 65 Units are required by Housing ordinance and are ineligible for waiver.

Permit fees - \$147,511.93 (Eligible) \$99,927.40 (42 of 104 Units ineligible for waiver, 40.4% of Building Fees)

Impact fees - \$637,659.17 (Eligible) \$350,925.96 (42 Units ineligible for waiver \$8,355.38 each)

PLAN23-726 (Mixed Use North Building) 52 Units

Permit fees - \$140,246.59 (Eligible) \$46,748.87 (Commercial Space ineligible, calculated 25% of building value)

Impact fees - \$423,674.04 (Eligible) \$85,034.00 (Commercial Space ineligible for waiver, calculated by area)

PLAN23-725 (Mixed Use South Building) 52 Units

Permit fees - \$140,246.59 (Eligible) \$46,748.87 (Commercial Space ineligible, calculated 25% of building value)

Impact fees - \$423,674.04 (Eligible) \$98,410.59 (Commercial Space ineligible for waiver, calculated by area)



City Council Staff Report

Subject: All West and General Utility Franchise Agreements
Author: Becky Gutknecht, P.E.
John Robertson, P.E.
Department: Engineering
Date: September 5, 2024

Recommendation

Consider approving Resolution 19-2024 and the Cable Television Utility Franchise Agreement between Park City Municipal Corporation and All West/Utah, Inc. and authorize the City Manager to execute the agreement in a form approved by the City Attorney's Office.

Executive Summary

Franchise agreements develop the contractual relationship governing and regulating companies' access and use of the public right-of-way and define fee structures. Multiple franchise agreements are due to be renegotiated and will be brought before the Council in the near future.

All West/Utah, Inc. ("All West") is a cable television provider proposing a franchise agreement for 15 years, which would grant a non-exclusive right to install, operate, and maintain their cable system within the City's right-of-way.

Analysis

Franchise agreements better allow the City to regulate company's right-of-way use. The City and the company agree on how the company's infrastructure will be installed, what happens in the case of abandonment, safety requirements that must be followed, and requiring compliance with applicable laws and regulations. A franchise agreement does not alleviate the company's obligation to obtain appropriate permitting and approvals from the City for their proposed work or maintenance. The agreement sets forth fee structures and insurance requirements.

The All West Franchise Agreement is specific to allowances within the public right-of-way. The use of city-owned property is not specifically allowed and would require a separate negotiation.

The agreement as attached in Exhibit A is the result of significant negotiation. Staff, including City Attorneys, IT and Engineering representation were involved in the negotiation as well as an outside consultant who specializes in this area of law. This level of involvement allowed us to ensure the agreement was in alignment with our goals and enables us to receive most benefits allowable while simultaneously ensuring the agreement does not violate any state or federal laws.

This franchise agreement allows All West the non-exclusive right to install, construct, repair, replace, reconstruct, operate, maintain, and retain a cable system in, on, over, under, upon, across, and along public rights-of-way to provide cable service in the franchise area.

Components of note in the All West Cable Television Franchise Agreement include:

- All West agrees to comply with all applicable laws and regulations, including, specifically, compliance with the Contaminated Soils Ordinance of the Park City Code.
- The agreement requires that All West provide the City with current maps and records defining the location of their installed systems.
- All West agrees to comply with the policy of the City to have lines and cables placed underground to the greatest extent reasonably practicable.
- The agreement does not require All West to obtain a franchise bond as the City recognizes that the cost of such a bond would ultimately be borne by the subscribers.
- All West agrees to pay the City a sum equal to 5% of the Gross Revenues per annum which is the maximum amount permissible under federal law. We have previously received payments in the range of \$500/month from the expired franchise agreement and anticipate similar payments in the future under this agreement.
- This proposed franchise agreement would be in effect for 15 years.

Attachments

Exhibit A: All West Cable Television Utility Franchise Agreement

Exhibit B: Resolution 19-2024

**FRANCHISE AGREEMENT BETWEEN PARK CITY MUNICIPAL CORPORATION AND ALL WEST/UTAH,
INC. REGARDING OPERATION OF A CABLE TELEVISION SYSTEM WITHIN THE CITY OF PARK CITY,
UTAH**

This Franchise Agreement is between Park City Municipal Corporation, a Utah municipal corporation (the "**City**"), and All West/Utah, Inc., a Utah corporation ("**All West**" or "**Grantee**").

The City acknowledges that All West has the financial, legal, and technical ability to provide the services, facilities, and equipment necessary to meet cable-related needs of the community.

The City and All West desire to enter into a franchise agreement to allow All West to operate and maintain a cable system that will be mutually beneficial to All West and City residents.

The parties therefore agree as follows:

1. Definitions.

1.1. "Basic Service" means any cable service tier which includes the retransmission of local television broadcast signals.

1.2. "Cable Service" has the same meaning as defined at 47 U.S.C. § 522(6) as the same may be amended from time to time.

1.3. "Cable System" has the same meaning as defined at 47 U.S.C. § 522(7) as the same may be amended from time to time, except that as used herein, it specifically refers to the Grantee's Cable System within the Franchise Area.

1.4. "City" means Park City Municipal Corporation and includes the City's officers, agents, employees, elected and appointed officials, departments, boards, and commissions.

1.5. "Council" means the governing body of the City.

1.6. "Franchise Area" means that area within the municipal boundaries of Park City, Utah, including any additions and excluding any areas removed from the municipal boundaries during the term of this agreement.

1.7. "Grantee" or "All West" means All West/Utah, Inc., its successors, and assigns, and any person or entity (A) who provides Cable Service over the Cable System and directly or through one or more affiliates owns a significant interest in the Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of the Cable System.

1.8. "Gross Revenues" means any and all revenues of Grantee as determined according to generally accepted accounting principles consistently applied, derived directly or indirectly, arising from or attributable to operation of the Cable System in the Franchise Area, including:

- a. Revenue from all charges for services provided to Subscribers of entertainment and non-entertainment services (such as leased access fees and home shopping revenue);
- b. Revenue from all charges for the insertion by Grantee of commercial advertisements upon the Cable System in the Service Area;

- c. Revenue from all charges for the installation, connection and reinstatement of equipment necessary for the utilization of the Cable System and the provision of Subscriber and other services in the Service Area; and
- d. Grantee's pro rata portion of any revenues on a subscriber base basis derived from any other person or source arising from or attributable to Grantee's operation of the Cable System in the Service Area, to which the Franchising Authority is authorized to apply a franchise fee under federal, state or local law as it may exist from time to time during the term of the franchise.

Gross Revenues do not include any fees or taxes which are imposed directly or indirectly on any Subscriber by any governmental unit or agency, and which are collected by the Grantee on behalf of a governmental unit or agency. Gross Revenues do not include revenues which cannot be collected by the Grantee and are identified as bad debt; provided, that if revenue previously representing bad debt is collected, this revenue shall be included in Gross Revenues for the collection period.

1.9. "Person" means any natural person, company, or entity of any kind.

1.10. "Public Way" means the surface of and the space above and below any public street, way, place, right of way, road, highway, freeway, bridge, tunnel, lane, path, bike path, alley, court, sidewalk, parkway, drive, boulevard, or communications or utility easement dedicated for compatible uses, by whatever name called, in existence during the term of this agreement and all extensions of those Public Ways and additions to those Public Ways within the Franchise Area. Public Way shall not include bike paths or trails not dedicated for utility services or compatible uses.

1.11. "Subscriber" means any Person who lawfully receives any Cable Service from the Grantee.

2. Grant from the City.

2.1 Grant of Authority. As further specified in this agreement, the City hereby grants to All West the non-exclusive right and privilege to install, construct, repair, replace, reconstruct, operate, maintain, and retain a Cable System in, on, over, under, upon, across, and along any Public Ways to provide Cable Service in the Franchise Area. The rights granted to Grantee by this agreement do not include the right to situate the Cable System on poles or other property owned by entities other than the City and situated in the Public Ways. It shall be the responsibility of Grantee to negotiate any pole-attachment agreements or similar agreements with the owners of such poles or facilities, and to pay to such owners any required compensation.

2.2 Non-Exclusive Grant. The right to use and occupy Public Ways for the purposes set forth in this agreement is not exclusive to Grantee. This agreement does not establish any priority for the use of the Public Ways by Grantee or by any present or future franchisees or other permit holders. In the event of any dispute as to the priority of use of the Public Ways, the first priority shall be to the public generally, the second priority to the City in the performance of its various functions, and thereafter, as between Grantee and other franchisees and permit holders, as determined by the City in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Utah.

2.3 Competitive Equity.

2.3.1 If, during the term of this agreement, the City grants an additional franchise or

authorization to construct or operate a Cable System or provide Cable Services to any part of the Franchise Area, and Grantee believes that the material provisions thereof, considered as a whole, are more favorable or less burdensome than those contained herein, Grantee shall have 90 days from the date of the City's grant of the competitor's franchise or similar authorization, to petition the City in writing for relief. Such petition shall (1) explain the basis for the Grantee's belief it is entitled to relief; (2) identify any material provisions it wishes to amend or repeal; (3) provide text for any proposed amendments together with an explanation of why the proposed amendments are necessary; and (4) confirm whether Grantee is willing to accept any additional material obligations that may be contained within the competitor's franchise or authorization that are not contained within Grantee's agreement.

2.3.2 Upon receipt of such petition, the City shall have 60 days to notify Grantee either: (i) that City is willing to enter into negotiations with Grantee to amend its agreement; or (ii) that City believes the material obligations of the competitor's franchise are, considered as a whole, not materially more favorable than the material obligations under this agreement and that the new competitor is not being afforded a competitive advantage. In the event the City notifies Grantee that it is willing to enter into negotiations to amend the agreement, the City and Grantee shall use best efforts in good faith to negotiate the proposed modifications to achieve competitive equity of regulatory and financial burdens, consistent with any limitations on the City's regulatory authority, and will endeavor to conclude such negotiations within 60 days from the date of such City notice. In the event the City notifies Grantee that subsection 2.3.2(ii) applies, Grantee may notify the City that it elects to immediately commence the renewal process under 47 U.S.C. § 546 and to have the remaining term of the agreement shortened to not more than 36 months. The parties further agree that: (1) Grantee may not withhold, delay or enjoin any performance or otherwise refuse to comply with its obligations under this agreement whether or not it believes it is entitled to relief under this provision; (2) any relief shall be prospective only, and limited to the relief agreed upon, or the modifications obtained through any renewal of this agreement; (3) the City will not be liable for any damages to the Grantee for any breach of this provision; (4) in no event will the City be required to refund or to offset against future amounts due the value of benefits already received; and (5) Grantee may not obtain any relief from obligations it may have under settlements or other contracts with the City via this provision.

2.3.3 Notwithstanding anything contained herein to the contrary, this competitive equity provision does not apply if the City is ordered or required to issue a franchise or other authorization on different terms and conditions, or the City is legally unable to comply with the provisions of this section; and the relief is contingent on the new competitor actually commencing provision of Cable Service in the City to its first customer, and continuously providing such service. Further, should the new competitor fail to continuously provide service for a period of six months, the City has the right to implement this agreement with its original terms upon three months' notice to Grantee. Finally, this provision does not apply to: (i) open video systems, and common carrier systems exempted from franchise requirements pursuant to 47 U.S.C. § 571; (ii) systems that serve less than 10% of the geographic area of the City; (iii) systems where video programming services are only delivered over the public Internet or wireless networks; (iv) telecommunications services; or (v) existing cable franchises for entities occupying the Public Ways as of the date of this agreement.

2.4 Common Use of Facilities. In order to minimize adverse impacts to the Public Ways, City facilities,

and the public caused by construction, repair, and maintenance activities of multiple utility franchisees, the City encourages and requires the shared use of utility and utility-type facilities by franchisees and permittees whenever practicable, in Grantee's discretion. Grantee shall use good faith efforts to determine the location and existence of excess capacity on existing poles or existing conduit and utilize such capacity to the extent possible under such terms and conditions as Grantee may negotiate with the owners of such poles or conduits. Grantee further agrees to use good faith efforts to provide access to its own excess conduit, if any, to another franchisee or permittee on mutually acceptable terms and conditions. This section shall not be construed to prohibit Grantee from leasing a conduit to another provider, so long as the lessee has obtained a franchise or other authorization to use the Public Way from the City.

3. Term of Franchise. The franchise and rights granted in this agreement commence on the date of the final passage of this agreement and continue in force and effect for 15 years after the date of this agreement, subject to any subsequent modifications the City and Grantee may agree on in writing.

4. Conditions of Franchise.

4.1 Conditions of Public Way Occupancy.

4.1.1. The Cable System installed by Grantee within the Franchise Area shall be located so it causes minimum interference with the public use of the Public Ways and with the rights and reasonable convenience of property owners who adjoin the Public Ways. The Cable System shall be constructed and operated in compliance with applicable governmental codes.

4.1.2. In case of disturbance, damage, or injury of any Public Way or other public or private property, real or personal, by Grantee, Grantee shall, at its expense and in accordance with City standards and specifications and generally accepted construction practices, restore such Public Way or property in as good of condition as it was in immediately prior to the disturbance. Grantee's restoration must start promptly and not more than 14 days after being aware or notified of any issue, weather permitting, unless otherwise authorized by the City Engineer. Upon the failure of Grantee to complete such repair or restoration in a reasonably timely manner, the City may effect the same, and Grantee shall promptly reimburse the City for the City's actual, reasonable, and documented costs in connection with such repair or restoration.

4.1.3. Upon receipt of reasonable advance written notice, to be not less than 10 business days in the event of a temporary relocation, and no less than 90 days for a permanent relocation, Grantee shall, at its expense, protect, support, temporarily disconnect, relocate in the same Public Way or other public place, or remove from the Public Way or other public place, any components of the Cable System when lawfully required by the City by reason of traffic conditions, public safety, street vacation, freeway and street construction, change or establishment of street grade, installation of sewers, drains, or water pipes, or any other type of structures or improvements by the City. Unless otherwise permitted by the City, Grantee shall remove any portion of the Cable System, including all supporting structures, poles, transmission and distribution system and other appurtenances, fixtures or property from the Public Ways, in over, under, along, or through which they are installed within six months of their abandonment. Likewise, if a private property owner who is not receiving service from Grantee requests removal from its private property, Grantee shall remove the drop line from the feeder cable in the Public Way to said building or premises on the said private property within six months of

such request. Additionally, if public funds are available to any utility company for the purpose of defraying the cost of any temporary disconnection, relocation, or removal of any components of the Cable System, such funds shall be made available to Grantee.

4.1.4. Grantee shall, on the request of any Person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of buildings, provided: (a) the expense of such temporary raising or lowering of wires is paid by the Person requesting the service, including, if required by Grantee, making such payment in advance and (b) Grantee is given not less than three business days advance notice.

4.1.5. It is the policy of the City to have lines and cables placed underground to the greatest extent reasonably practicable. In furtherance of this policy, the Grantee agrees as follows:

- (1) Grantee shall place newly constructed lines and cables underground within the City, to the extent that there are no available existing aerial facilities. In any regions of the City where the transmission distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall consult with the City Engineer to determine whether the construction will be aerial or underground, and wherever possible (depending on the location, connection route, and pole condition) construct, operate and maintain all of its transmission and distribution facilities, or any part thereof, underground.
- (2) In any area of the City in which there are no aerial facilities other than antennas or other facilities required to remain above ground in order to be functional, or in any portion of the Public Ways in which all telephone, electric power wires and cables reasonably capable of undergrounding have been placed underground, Grantee shall not be permitted to erect poles or to run or suspend wires, cables, or other facilities thereon, but shall lay such wires, cables, or other facilities underground in the manner requested by the City, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality.
- (3) In the event of a City-driven facilities relocations project that requires conversion of overhead facilities to underground, such as projects that may include, but not be limited to: road widening, surface grade changes, or sidewalk installation, Grantee agrees to bear the costs of converting Grantee's Cable System from an overhead system to an underground system as follows:
 - (a) Engineering. To ensure proper space and availability in the supplied joint trench, Grantee shall pay for the work (time and materials) necessary to complete Cable System related engineering and coordination with the other utilities involved in the project.
 - (b) Cost(s). Grantee shall pay its proportionate share of the cost of labor and materials necessary to place its cables, conduits, and vaults/pedestals in the supplied joint trench and/or stand-alone cable trench. If, however, the City's costs for Grantee are not agreeable to Grantee, then Grantee shall have the right to hire its own contractor(s) to complete the work within the joint trench.

(c) If Grantee decides to use its own contractor(s) to complete its portion of the work, then Grantee and its contractor(s) are responsible for coordinating with the City to provide reasonable notice and time to complete the placement of Grantee's cables, conduits, and vaults/pedestals in the trench. If the Grantee fails to complete the above work within the time prescribed and to the City's reasonable satisfaction, the City may cause such work to be done and bill the reasonable cost of the work to the Grantee, including all reasonable costs and expenses incurred by the City due to Grantee's delay. In such an event, the City shall not be liable for any damage to any portion of the Grantee's Cable System. Within 45 days of receipt of an itemized list of those costs, the Grantee shall pay the City.

(d) Within the underground conversion area, Grantee shall cooperate with the City and its contractor on any on-site coordination. The City shall be responsible for traffic control, trenching, backfill, and restoration of all work performed by its contractor. The Grantee shall be responsible for traffic control, trenching, backfill, and restoration of all work performed by its contractor for stand-alone cable trenches.

- (4) To ensure the efficient and timely performance of undergrounding and other activities requiring utility cooperation and coordination in the Public Way, Grantee shall participate in utility coordination meetings called by the City from time to time.

4.1.6. The parties agree that Grantee may trim trees overhanging any Public Ways in the Franchise Area to prevent branches from coming into contact with Grantee's wires and cables, except that, at the option of the City, such trimming may be done by the City or under the City's supervision and direction at Grantee's expense.

4.1.7. Subject to any applicable state or federal regulations, the parties agree the City may make additional use, for any public purpose, of any poles or conduits controlled or maintained exclusively by or for Grantee in any Public Way, provided: (a) the City's use does not interfere with Grantee's use, (b) the City's use does not commercially compete with Grantee, and (c) the City holds Grantee harmless for all claims, demands, causes of actions, suits, actions, proceedings, damages, costs, or liabilities of every kind and nature whatsoever arising out of the City's use of Grantee's poles or conduits.

4.2. Safety Requirements.

4.2.1. Grantee must at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.

4.2.2. All structures and all lines, equipment, and connections in, over, under, and upon all Public Ways in the Franchise Area that are within Grantee's control must be kept and maintained by Grantee in a safe and suitable condition and in good order and repair.

4.2.3. Grantee agrees that Grantee will not perform work in the Public Ways without an approved traffic control plan. Grantee shall submit a traffic control plan to the City Engineering Department before conducting any work in the Public Ways that may impact traffic. The City Engineer or the City Engineer's designee shall make reasonable efforts to approve the plan or

work with Grantee to adjust the plan so that it can be approved.

4.3 Compliance with Applicable Law and Regulations.

4.3.1. In constructing, maintaining, and operating the Cable System, Grantee shall comply with all applicable Federal, State, and local laws, regulations, and ordinances. Grantee specifically agrees to comply with Title 11, Chapter 15 (the Contaminated Soils Ordinance) of the Park City Municipal Code when conducting any land-disturbing activity under this agreement.

4.3.2. Nothing in this agreement will be construed as a waiver by the City of its general police powers, and the City has the right to amend its local rules and regulations related to its general police powers in managing Public Ways.

4.3.3. Neither the franchise nor this agreement relieves Grantee of the obligation to obtain permits, licenses, and other approvals from the City necessary for the construction, repair, or maintenance of the Cable System. Grantee must comply with the City municipal code and other rules and permissions relating to the construction, repair, or maintenance of the Cable System by obtaining building permits and any other permits, licenses, and approvals where required by law, ordinance, or rule.

4.4 Location of Facilities. Grantee shall keep accurate, complete, and current maps and records of the Cable System. Subject to applicable confidentiality provisions, Grantee shall make available electronic copies of such maps and records to the City within 30 days of a request from the City.

4.5 Service to Public Buildings. Grantee shall, upon request, provide one outlet of Basic Service and the most commonly subscribed to tier other than Basic Service to those City offices, police stations, and other City buildings that are passed by its Cable System. The outlets shall not be used to distribute or resell cable services in or throughout such buildings. Grantee shall not be required to provide an outlet to such buildings where the drop line from the feeder cable to said building or premises exceeds 125 cable feet unless the appropriate governmental entity agrees to pay the incremental cost of such drop line in excess of 125 cable feet. If additional outlets are provided to such buildings, the building owner shall pay the usual installation fees associated therewith, including, but not limited to, labor and materials. Grantee intends to provide the cable service in this section on a complimentary basis, however if the Grantee decides in future to charge for the cable service, it shall provide the City with at least 120 days' prior written notice. Such notice shall document the proposed offset or service charges calculated consistent with then-applicable law so that the City can make an informed decision as to whether to continue to receive the services. Upon written notice from Grantee, the City shall be given the full 120 days to review the list of outlets receiving complimentary service and shall have the right to discontinue receipt of all or a portion of the outlets receiving complimentary service provided by Grantee. In the event applicable law is overturned in whole or in part by action of the FCC or through judicial review or an act of Congress, the City and Grantee will meet promptly to discuss what impact such action has on the provision of the cable services to which this section applies. If any complimentary cable services are discontinued or charged for pursuant to this section and subsequently applicable law provides that these complimentary services are no longer included in the definition of "franchise fee," then the City has a right to have these services restored or continued for

the betterment of the community on a complimentary basis upon 60 days written notice to Grantee.

4.6 Emergency Use.

4.6.1. In accordance with and at the time required by the provisions of FCC Regulations Part 11 and other applicable provisions as may from time to time be amended, Grantee shall install, if it has not already done so, and maintain an Emergency Alert System (EAS). This EAS shall at all times be operated in compliance with federal and state law and regulations in order that emergency messages may be distributed over the Cable System in accordance with federal and state EAS requirements and plans and any other applicable requirements as may from time to time be amended.

4.7 System Capabilities.

4.7.1 The Cable System will be designed to the most current specifications which Grantee has deployed in systems of similar size and characteristics provided that Grantee shall not be required to provide technology or service which is deemed to be experimental by industry standards. At minimum, the Cable System will provide: (1) Fiber Optic Backbone Transportation; (2) Widely deployed fiber-optic conductors; (3) Fully activated return capability.

4.7.2 Subject to the other terms and conditions of this Franchise and state and federal law, Grantee may incorporate technological developments into the Cable System at any time. In addition, after the fifth anniversary of the Effective Date of this Franchise and then again after the tenth anniversary of the Effective Date of this Franchise, the City and Grantee shall discuss technological developments and their incorporation into the Cable System in the Franchise Area. Nothing contained in this agreement shall require Grantee to incorporate such additions if such additions are not economically or technically feasible or if incorporation of such additions will adversely affect the operation, financial condition, or market development of the Cable System. Grantee shall not unreasonably withhold incorporating technological developments into the Cable System.

5. Bonds and Surety.

5.1 Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. Grantee and the City recognize that the costs associated with bonds and other surety may be ultimately borne by the Subscribers in the form of increased rates for Cable Services. Initially, no bond or other surety will be required. In the event that one is required in the future, the City agrees to give Grantee at least 90 days prior written notice thereof stating the exact reason for the requirement.

5.2 Notwithstanding the above provision, Grantee shall be responsible for standard performance bonds and insurance required for encroachment permits for work done within Public Ways.

6. Operational Standards; Force Majeure.

6.1. Grantee shall operate and maintain its Cable System in full compliance with the standards and

guidelines set forth by the Federal Communications Commission. Grantee's workmanship must comply with the American Public Works Association (APWA) standards and specifications and the City's supplemental standards and specifications.

6.2 Grantee shall not be held in default hereunder, for any cause beyond Grantee's control, including, without limitation, acts of God, fire, flood, earthquakes, hurricane, unavoidable casualty, extraordinary delays in transportation, strikes, lockouts, picketing, boycotts, embargoes, pandemics, acts or omissions of common carriers, or other emergency conditions including weather conditions incompatible with good quality workmanship.

7. Grantee Contact for Complaints. Grantee shall maintain a business office or agent which Subscribers may telephone during regular business hours without incurring added message or toll charges, so that complaints regarding cable television operations may be promptly reported to Grantee.

8. Access to Cable Service. Grantee shall not deny service, deny access, or otherwise discriminate on the availability, rates, terms, or conditions of Cable Services provided to residents on the basis of race, color, creed, religion, ancestry, national origin, gender, sexual orientation, disability, age, familial status, marital status, or status with regard to public assistance. Grantee shall comply at all times with all applicable Federal, State and local laws and regulations relating to nondiscrimination. Grantee shall not deny or discriminate against any group of actual or potential residential Subscribers in the City on access to or the rates, terms, and conditions of Cable Service because of the income level or other demographics of the local area in which such group may be located.

9. Franchise Fee Payments.

9.1. Grantee shall pay the City a sum equal to 5% of the Gross Revenues per annum.

9.2. Grantee will pay the franchise fee payments in monthly installments that are due on or before the 15th day of the month following the billing cycle of the Grantee. The payment must be made on the basis of the preceding month's Gross Revenues. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation. Gross Revenue will be reported by category. The City may add a service charge of 1.5 percent per month of the total amount due for late payments. No acceptance of any payment by the City shall be construed as a release or an accord and satisfaction of any claim the City may have for further or additional sums payable as a franchise fee or for the performance of any other obligation of the Grantee. The Grantee shall be released of further responsibility for any unclaimed past or undue franchise fees for a particular calendar year following the agreed resolution of a City financial audit or financial review of Grantee's books and records related to payments for that year or years.

9.3. The records of Grantee reflecting the information relevant in determining Gross Revenues described in this section will be available for inspection by the City or its duly authorized representative at all reasonable hours and upon reasonable notice of not less than 15 business days. The City shall have the right to audit Grantee's records. Upon the completion of any such audit by the City, the City shall provide to the Grantee a final report setting forth the City's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have 30 days from the receipt of the report to provide the City with a written response agreeing or refuting the results of the audit, including substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." "Finally Settled

Amount” for purposes of this section means the agreed upon underpayment, if any, to the City by the Grantee as a result of any such audit. If the parties cannot agree on a “Finally Settled Amount,” the parties shall submit the dispute to a mutually agreed upon mediator within 60 days of reaching an impasse. The costs of mediation will be evenly split by the parties. In the event an agreement is not reached at mediation, either party may bring an action to have the dispute amount determined by a court of law. Any Finally Settled Amount due to the City shall be paid to the City within 30 days. Once any Finally Settled Amount is paid to the City, the City shall have no further rights to audit or challenge the payment for that period. The City shall bear the expense of its audit of the Grantee’s books and records unless the Finally Settled Amount reflects and underpayment of 5% or more. Grantee’s reimbursement of audit costs shall not exceed \$15,000, regardless of the cost of the audit. Grantee and its affiliates shall maintain for a period of five years all records reasonably necessary to document its compliance with this agreement.

9.4. Grantee shall acquire and maintain an active Park City business license during the term of this agreement. The City will not charge a fee related to that business license. The franchise fee payments described in this section shall be in lieu of any and all other franchise, business license, occupation, privilege, pole, wire, instrument, excise, or other taxes except general ad valorem property taxes, sales taxes, and other special improvement taxes lawfully levied by the City or any other subdivision of the State of Utah pursuant to law.

9.5. Grantee is authorized to charge and collect the franchise fee from Subscribers in addition to any current or futures charges for Cable Services approved by the City in the same manner as such billing and collection is authorized under the utility franchises issued by the City.

10. Indemnification.

10.1 Indemnification of the City. Grantee shall, at its sole cost and expense, indemnify and hold harmless the City, its officers, elected officials, employees and agents (“City Parties”) from and against all liability, obligations, damages, penalties, claims, costs, charges, losses, fees, judgments, causes of action, and expenses (including legal fees) arising from any claim of personal injury or property damage or equitable relief that may be imposed upon, incurred by, or be asserted against any of the City Parties by reason of any exercise of Grantee’s franchise or any act or omission of Grantee, its personnel, employees, agents, contractors, subcontractors, or affiliates which may arise out of or be in any way connected with (i) the construction, installation, operation, maintenance, or condition of the Cable System or Cable Service including any claims of invasion of the right of privacy, for defamation of any person, firm or corporation, for the violation or infringement of any copyright, trademark, trade name, service mark, or patent, or a failure by the Grantee to secure consents from the owners or authorized distributors of programs to be delivered by the Cable System, or for violation of any other right of any person, or (ii) Grantee's failure to comply with any Federal, State, or local statute, ordinance, or regulation. Grantee's indemnification obligation does not extend to liability to the extent that the personal injury or property damage is caused by the negligence or willful misconduct of the City Parties.

10.2 Defense of the City. In the event any action or proceeding is brought against the City by reason of any matter for which the City is entitled to indemnification under this agreement, Grantee shall upon notice from the City, at Grantee's sole cost and expense, resist and defend the action or proceeding with legal counsel reasonably acceptable to the City. Grantee will not admit liability in any matter on behalf of the City without the written consent of the City. If the City elects to defend any action or proceeding itself and does not call upon Grantee to provide a defense pursuant to this provision, then the City must obtain

consent from Grantee with regard to the City's engagement of counsel, experts, accountants, or other consultants in order for Grantee to be responsible for reasonable fees and expenses. Grantee may not unreasonably withhold consent.

10.3 Assumption of Risk. Grantee undertakes and assumes for its officers, agents, contractors and subcontractors, and employees all risk of dangerous conditions, if any, on or about any City-owned or controlled property, including Public Ways.

10.4 Notice, Cooperation, and Expenses. The City must give Grantee prompt notice of any claim made against it or the commencement of any action, suit, or other proceeding covered by the provisions of this section. Nothing in this agreement prevents the City from cooperating with Grantee and participating in the defense of any litigation by the City's own counsel.

10.5 Additional Indemnifications. The City may require Grantee to execute specific and additional indemnifications in connection with issuing any permits related to performance under this agreement.

11. Insurance.

11.1. Required Insurance. At all times during the term of this agreement, plus any time after termination, revocation or expiration during which removal of facilities or restoration is occurring, Grantee shall obtain, maintain, and pay all premiums for all insurance policies described in this section, so as to protect the public. Simultaneous with the execution of this agreement, Grantee shall provide the City with certificates of insurance evidencing all required coverage. Grantee shall also provide certificates of insurance evidencing all required coverage to City each year with its business license renewal application. Failure to obtain and maintain any insurance policy required by this section will be deemed a material breach of this agreement and may be grounds for termination of this agreement and the franchise. Required insurance must consist of the following:

11.1.1. Commercial General Liability. Commercial general liability insurance, including premises operations liability, completed operations liability, independent contractors liability, contractual liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse, or damage to underground utilities, commonly known as XCU coverage, in an amount not less than \$2,000,000 per occurrence, with a \$3,000,000 aggregate limit.

11.1.2. Automobile Liability. Automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles in the minimum amount of a combined single limit of \$2,000,000 per occurrence. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

11.1.3. Workers' Compensation. Workers' compensation and employer's liability insurance sufficient to cover all of Grantee's employees pursuant to Utah law. This requirement includes those who are doing business as an individual and as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, Grantee shall require its subcontractor(s) similarly to provide worker's compensation insurance for all of the subcontractor's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

11.1.4. Umbrella Policies. The coverage amounts set forth above may be met by a combination

of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the term of this agreement, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

11.2. Additional Insured/Claims Made Basis. The City shall be named as an additional insured on all policies (other than policies for workers' compensation and employer's liability). Any notice of cancellation of coverage must be delivered to the City in accordance with policy provisions, which shall include an endorsement indicating that the policy may not be canceled or modified without providing 30 days prior written notice to the City. Grantee shall annually provide the City with certificates of insurance evidencing such coverage. All insurance policies (other than workers' compensation and employer's liability insurance) must be written on an occurrence basis and not on a claims-made basis, to the extent such coverage is commercially reasonably available.

11.1. No Limitation of Liability. No recovery by the City of any sum by reason of any insurance policy required by this agreement will form any limitation upon the liability of Grantee to the City or to other Persons.

11.2. Qualified Carriers. All insurance must be effected under valid and enforceable policies insured by insurance carriers licensed to do business in the State of Utah or by surplus line carriers on the State Insurance Commissioner's approved list of companies qualified to do business in the State of Utah. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company.

11.3. Contractors. Grantee's contractors and subcontractors working in the Public Ways shall carry in full force and effect commercial general liability, automobile liability and workers' compensation and employer's liability insurance commensurate with the scope of their work. In the alternative, Grantee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Grantee's policies).

11.4. Insurance Primary. Grantee's insurance coverage shall be primary insurance with respect to the City, but only for actions of Grantee and for whom Grantee is responsible. Any insurance or self-insurance maintained by Grantee shall be in excess of Grantee's insurance and will not contribute to Grantee's insurance (where "insurance or self-insurance maintained by the City" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of the City, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for, or on behalf of the City).

11.5. Changes to Limits. Grantee shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as that amount is amended under Section 63G-7-605, by legislation, or judicial opinion.

12. Procedures for Default or Other Action Against Grantee.

12.1. The occurrence at any time during the term of this agreement of any one or more of the following events shall constitute an event of default by Grantee under this agreement:

12.1.1. The failure of Grantee to pay the franchise fee (and, in the case of delinquent payments, all required service charges thereon) within 30 days after the due dates specified herein.

12.1.2. Grantee's material breach or violation of any of the terms, covenants, representations, or warranties contained herein or Grantee's material failure to perform any obligation contained herein.

12.1.3. Grantee's failure to pay or cause to be paid any governmentally imposed taxes of any kind whatsoever, including but not limited to real estate taxes, income taxes, and personal property taxes on or before their due date; provided, however, Grantee shall not be in default hereunder with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.

12.1.4. The dissolution or termination, as a matter of law, of Grantee.

12.1.5. If Grantee files a voluntary petition in bankruptcy; is adjudicated insolvent; obtains an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. § 301); files any petition or fails to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeks or consents to or acquiesces in the appointment of any trustee, receiver, master, custodian or liquidator of Grantee, or any of Grantee's property and/or the Franchise and/or of any and all of the revenues, issues, earnings, profits or income thereof; makes an assignment for the benefit of creditors; or fails to pay Grantee's debts generally as they become due.

12.2. The City shall give written notice to the Grantee of the event of default, and the Grantee, within 30 calendar days of such notice, shall commence efforts to remedy the event of default identified in the notice and shall have 45 calendar days from the date it receives notice to cure the event of default.

12.3. The notice required by section 12.2 must clearly state the action or proposed action to be taken, the time provided for response, and such other procedures as may be specified by the City.

13. Remedies. Upon the occurrence of any uncured event of default as described in Section 12, the City will be entitled to exercise any and all of the following cumulative remedies:

13.1 Because the Grantee's failure to comply with provisions of this agreement will result in injury to the City, and because it will be difficult to estimate the extent of such injury, the City and the Grantee agree that liquidated damages may be assessed against the Grantee for uncured material violations of the agreement. The City may impose liquidated damages in the amount of \$75 per day for each uncured violation of the franchise. These damages represent both parties' best estimate of the damages resulting from the violation.

13.2 The City, acting by or through its City Council, shall have the right to revoke the franchise for cause. If the City elects to pursue this remedy, a hearing shall be held, and notice must be given to Grantee of the date and the time of such hearing, whether public participation will be allowed, and the procedures by which such participation may occur. Grantee may participate in such hearing. If at the conclusion of the hearing, the City revokes the franchise for cause, the City shall retain any portion of the franchise fee and other fees or payments paid to it, or which are due and payable to it, to the date of the forfeiture and termination. The City's right to terminate the grant of the franchise pursuant to this Section is not a limitation on the City's right of revocation.

13.3 The commencement of an action against Grantee at law for monetary damages.

13.4 The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions which, as a matter of equity, are specifically enforceable.

13.5 Any other rights and remedies provided by law or in equity. The City and Grantee understand and intend that such remedies may be cumulative to the maximum extent permitted by law and the exercise by the City of any one or more of remedies will not preclude the exercise by the City, at the same or different times, of any other such remedies for the same uncured event of default.

14. Procedure Upon Termination. Upon revocation, termination, or expiration of this agreement, unless an extension is granted, Grantee shall discontinue the provision of Cable Services, and all rights of Grantee to use the Public Ways for its Cable System for the provision of Cable Services shall cease. Unless otherwise agreed by the City in writing or provided herein, Grantee shall remove its Cable System from Public Ways within six months of the revocation, termination, or expiration of this agreement. This provision shall not apply to facilities constructed and owned by Grantee or an affiliated entity of Grantee, where such facilities are used by Grantee or the affiliated entity to lawfully provide services other than Cable Service. Upon removal of its Cable System, Grantee shall also restore any property, public or private, to the condition in which it existed prior to the installation, erection, or construction of its Cable System, including any improvements made to such property prior to the construction of the Cable System. Restoration of municipal property, including but not limited to the Public Ways, must be in accordance with the directions and specifications of The City, and all applicable laws, ordinances, and regulations, at Grantee's sole expense. If such removal and restoration is not completed within six months after the revocation, termination, or expiration of this agreement, unless otherwise provided by applicable law, all of Grantee's property remaining in the affected Public Ways will, at the option of the City, be deemed abandoned and shall, at the option of the City, become its property or the City may obtain a court order compelling Grantee to remove same. In the event Grantee fails or refuses to remove the Cable System or to satisfactorily restore all areas to the condition in which they existed prior to the original construction of the Cable System, the City, at its option, may perform such work and collect the actual, reasonable, and documented costs thereof from Grantee. No surety on any performance bond nor any letter of credit then in effect shall be discharged until the City has certified to Grantee in writing that the Cable System has been dismantled, removed, and all other property restored, to the satisfaction of the City

15. Approval Required for Transfer. Grantee shall not sell or transfer its Cable System to another, other than a Person controlling, controlled by, or under common control with Grantee, nor transfer this agreement or any rights under this agreement to another, without prior written notification to the City and prior written approval by the City. No sale or transfer of Grantee's assets used in the performance of this agreement shall

be effective until the purchaser or transferee has filed in the office of the City Recorder an instrument duly executed reciting the fact of such sale or assignment accepting the terms of this agreement and agreeing to perform all the conditions contained in this agreement. Neither this section nor other sections of this agreement will preclude the mortgaging, hypothecating, or assigning of rights in the Cable System, or the pledge of stock by Grantee for the purpose of financing.

16. Renewals. Renewal of the franchise will follow the procedures specified in section 626 of the Cable Communications Policy Act of 1984, 47 U.S.C. § 546 as may be amended or preempted and superseded by the provisions of any subsequent provision of federal or state law. Notwithstanding anything to the contrary set forth in this Section, the Grantee and the City agree that at any time during the term of the Franchise, while affording the public appropriate notice and opportunity to comment, the City and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the Franchise and the City may grant a renewal thereof.

17. Miscellaneous Provisions.

17.1. Unless otherwise prescribed in this agreement, all matters required to be filed with the City must be filed with the City Recorder.

17.2. Grantee shall assume the cost of publication of this agreement when publication is required by law. A bill for publication costs shall be presented to Grantee by the City.

17.3. Throughout the term of this Franchise, Grantee shall provide to the City, and keep up to date, a single point of contact with a telephone number that can be reached 24 hours a day, seven days a week for communications on technical and operations issues.

17.4. Throughout the term of this Franchise, each party shall maintain and file with the other a local address for the service of notices by mail. All notices shall be sent to such respective address, and such notices shall be effective upon the date of mailing. At the effective date of this Franchise:

a. Grantee's address shall be:

All West/Utah, Inc.
50 West 100 North
Kamas, UT 84036

b. City's address shall be:

Park City Municipal Corporation
ATTN: City Attorney's Office
445 Marsac Avenue
PO Box 1480
Park City, Utah 84060

18. City Police Power. Grantee shall at all times during the life of this agreement be subject to all lawful exercise of the police power by the City. The City reserves the right to adopt such ordinances as may be necessary to the exercise of its police power. Such regulation must be reasonable and not in derogation of the

rights granted in this agreement.

19. Separability. If any part of this agreement is for any reason held invalid by the decision of any court or regulatory body of competent jurisdiction, such decision will not affect the validity of the remaining portions. The invalidity of any portion of this agreement will not abate, reduce, or otherwise affect any consideration or other obligation required of Grantee.

20. Approval by City Council and Effective Date. This agreement will become effective when all the parties have signed it with the prior approval of this agreement by resolution of the City Council adopted at a public meeting duly noticed under Utah law. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

[SIGNATURE PAGE TO FOLLOW]

Each party is signing this agreement on the date stated opposite that party's signature.

PARK CITY MUNICIPAL CORPORATION

Date: _____

Nann Worel
Park City Mayor

ATTEST:

Park City Recorder

APPROVED AS TO FORM:

City Attorney's Office

ALL WEST/UTAH, INC.

Date: _____

By: _____

Its: _____

Resolution 19-2024

A RESOLUTION APPROVING THE CABLE TELEVISION UTILITY FRANCHISE AGREEMENT BETWEEN ALL WEST/UTAH, INC. AND PARK CITY MUNICIPAL CORPORATION

WHEREAS, All West/Utah, Inc. (the “Company”) desires to provide certain cable services within Park City, Utah (the “City”), and in connection therewith to establish a network in, under, along, over, and across present and future streets, alleys and rights-of-way of the City, consisting of cable lines and cables, together with all necessary and desirable appurtenances; and

WHEREAS, the City, in the exercise of its police power, ownership, use or rights over and in the public rights-of-way, and pursuant to its other regulatory authority, believes it is in the best interest of the public to provide to the Company, and its successors, a non-exclusive franchise to operate its business within the City; and

WHEREAS, the City and the Company propose to enter into a Franchise Agreement, the substantially final form of which has been presented to the City Council at the meeting at which this Resolution is being considered for adoption; and

WHEREAS, the City desires to approve the execution and delivery of such Franchise Agreement and to otherwise take all actions necessary to grant the referenced Franchise to the Company; and

WHEREAS, the City believes this Resolution to be in the best interests of the citizens of the City,

NOW, THEREFORE, be it resolved by the City Council of Park City, Utah, as follows:

The City Manager is authorized to execute the attached Cable Television Utility Franchise Agreement between All West/Utah, Inc. and Park City Municipal Corporation in a form approved by the City Attorney's Office.

This resolution, passed and adopted this 5th day of September, 2024.

PARK CITY MUNICIPAL CORPORATION

Mayor Nann Worel

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Margaret Plane, City Attorney