



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
November 8, 2018**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Ave, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, November 8, 2018.

CLOSED SESSION - 2:30 p.m.

To Discuss Property, Personnel and Litigation

WORK SESSION

5:15 p.m. - Council Questions and Comments

5:30 p.m. - 2018 Park City Kimball Arts Festival Debrief
[2018 Kimball Arts Festival Debrief Staff Report](#)

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Reports

1. Quarterly Budget Report - FY2019 First Quarter
[Budget Staff Report](#)
[Attachment A: Expenditure Report Q1 FY 2019](#)
[Attachment B: Revenue Report Q1 FY 2019](#)
2. Backhoe Report - November 2018
[Construction Projects Staff Report.pdf](#)
[Backhoe Report - November 2018](#)

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

IV. APPOINTMENT

1. Consideration to Appoint Jason Glidden as the Representative for Park City Municipal in the Prospector Condominium Home Owners Association
(A) Public Input (B) Action
[Prospector Condo HOA - City Representative Appointment Staff Report](#)

V. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from October 11 and 23, 2018
[October 11, 2018 Minutes](#)
[October 23, 2018 Minutes](#)

VI. CONSENT AGENDA

1. Request to Approve Resolution 28-2018, a Resolution Declaring November 24, 2018 as "Small Business Saturday" in Park City, Utah
[Small Business Saturday Staff Report](#)
[Small Business Saturday Resolution](#)
2. Request to Approve Special Event Temporary Alcoholic Beverage License Applications for Operation During the 2019 Sundance Film Festival
[Liquor Staff Report](#)
[Exhibit A: Liquor List](#)
[Exhibit B: Map](#)
3. Request to Authorize the City Manager to Enter into a Contract, in a Form Approved by the City Attorney's Office, with Advanced Engineering and Environmental Services, Inc. in an Amount Not to Exceed \$30,000.00, and SKM Engineering, LLC in an Amount Not to Exceed \$180,000.00, for Water System Supervisory Control and Data Acquisition (SCADA) and Telemetry System Integrator Services
[SCADA Staff Report](#)
4. Request to Authorize the City Manager to Enter into a Contract, in a Form Approved by the City Attorney's Office, with Total Power & Controls, LLC for Water System Electrical Contractor Services in an Amount Not to Exceed \$330,000.00
[Electrical Contractor Staff Report](#)
5. Request to Approve a Construction Contract with International Center for Appropriate and Sustainable Technology (ICAST) for the Remodel of the Prospector Square Condos in an Amount Not to Exceed \$547,940.00 in a Form Approved by the City Attorney
[Prospector Condos Remodel Staff Report](#)
6. Request to Authorize the City Manager to Enter into a Professional Services Agreement for Commissioned Art between Park City Municipal Corporation and William Louis for Public Art at the McPolin Tunnel/224 Connector in a Form Approved by the City Attorney Not to Exceed \$10,000
[McPolin Tunnel Staff Report](#)
[McPolin Farm Proposal](#)
7. Request to Approve and Ratify the City Manager's Execution of an Emergency Professional Services Agreement with T-O Engineers, Inc. to Provide City Engineer Professional Services Through February 2019 in an Amount Not to Exceed \$75,000
[City Engineer Contract Services Staff Report](#)

[Attachment 1: T-O Engineers Service Agreement](#)

8. Consideration to Authorize the City Manager to Execute a Professional Services Agreement with Archiplex Group for Architectural Services for the Design of the Public Utilities and Public Works Building Renovation Project in an Amount Not to Exceed \$152,280.00

[Public Utilities Renovation 2018 Staff Report and Contract](#)

VII. NEW BUSINESS

1. Consideration to Approve a Legal Services Agreement between Park City Municipal Corporation and Ray Quinney & Nebeker to be Counsel for Park City in the Personal Injury Litigation Entitled C.L., et al., v. Park City Municipal Corporation
(A) Public Input (B) Action
[Legal Services Staff Report](#)
[Attachment A: Legal Services Agreement](#)
2. Consideration to Authorize the Public Utilities Director to Enter into an Amended Stipulated Compliance Order for the Judge and Spiro Tunnel Utah Pollutant Discharge Elimination System Permits between Park City Municipal Corporation and the Utah Division of Water Quality, in a Form Approved by the City Attorney
(A) Public Input (B) Action
[Amended Stipulated Compliance Order Staff Report](#)
3. Consideration to Authorize the City Manager to Execute the Second Amendment to the Professional Services Agreement, in a Form Approved by the City Attorney, with CH2M, Inc., for the 3Kings Water Treatment Facility (3KWTF) Phase III Design Services in an Amount Not to Exceed \$5,870,000
(A) Public Input (B) Action
[3Kings Water Treatment Facility Second Addendum Staff Report](#)
4. Consideration to Authorize the City Manager to Execute the Design Professional Services Agreement, in a Form Approved by the City Attorney, with Bowen, Collins and Associates, for the 3Kings Water Treatment Plant Off-Site Improvements Design Services in an Amount Not to Exceed \$755,000
(A) Public Input (B) Action
[3Kings Water Treatment Facility Engineering Services Staff Report](#)
5. Consideration to Authorize the City Manager to Execute an Agreement, in a form approved by the City Attorney, with Alder Construction Company for Early Contractor Involvement Pre-construction Services Associated with the 3Kings Water Treatment Plant Project in an Amount Not to Exceed \$183,500.00
(A) Public Input (B) Action
[3Kings Water Treatment Facility Preconstruction Services Staff Report](#)
6. Consideration to Authorize the City Manager to Execute a Construction Agreement, in a Form Approved by the City Attorney, with Alder Construction Company for the Golf Course Maintenance Facility Project for a Guaranteed Maximum Price (GMP) of \$4,500,935.01

(A) Public Input (B) Action
[Golf Building Construction Staff Report](#)

7. Consideration to Grant Nine (9) Non-Exclusive Wastewater Access and Maintenance Easements to the Snyderville Basin Water Reclamation District for the Park City Back Nine Subdivision Plat, in a Form Approved by the City Attorney
(A) Public Input (B) Action
[Snyderville Basin Water Reclamation District Easement Staff Report](#)

VIII. ADJOURNMENT

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

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

Council Agenda Item Report

Meeting Date: November 8, 2018

Submitted by: Christopher Phinney

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: WORK SESSION

Subject:

5:30 p.m. - 2018 Park City Kimball Arts Festival Debrief

Suggested Action:

Staff is returning with representatives from the Kimball Art Center to present to City Council a debrief of the 2018 Park City Kimball Arts Festival (PCKAF) which will focus on economic impact, performance measures including transportation and sustainability efforts, operational coordination, transportation and final City Service Fees.

Attachments:

[2018 Kimball Arts Festival Debrief Staff Report](#)

City Council Staff Report

Subject: Kimball Arts Festival 2018 Debrief
Author: Chris Phinney, Special Event & Facility Coordinator
Department: Special Events & Economic Development
Date: November 8, 2018
Type of Item: Informational

Recommendation

Staff is returning with representatives from the Kimball Art Center to present City Council a debrief of the 2018 Park City Kimball Art Festival (PCKAF) which will focus on economic impact, performance measures including transportation and sustainability efforts, operational coordination, transportation and final City Service Fees. Each year as a requirement of the [City Service Contract](#) for the Park City Kimball Arts Festival, the Kimball Art Center is required to present a debrief of the event.

PCKAF is an important cultural and community event and provides economic benefits to our local business community. The PCKAF serves as the primary fundraiser for the Kimball Art Center each year and is a Level 3 (now Level 5) event that helps maintain Park City's reputation throughout the western states as a destination for arts and culture. Over the last 49 years, proceeds from the Festival enable the Kimball Art Center to provide numerous exhibitions and programs for the community.

Staff will continue to work with the Kimball Art Center for the planning of the 2019 PCKAF as they celebrate their 50th year of the festival.

Background

Past Council Meetings

<u>Date</u>	<u>Item</u>
November 3, 2016	Kimball Arts Festival Contract Approval / Minutes (pg.14)
July 19, 2018	2018 Park City Kimball Arts Festival Supplemental Plan Approval / Minutes (pg 13)

The PCKAF is one of the largest events on Park City's event calendar. The continued success of the event has also created impacts that need to be mitigated, specifically in the Old Town neighborhood and Main Street areas. The size and popularity of the event require coordination between almost every department in the City, as well as many community partners.

The 2018 PCKAF debrief will focus on the following topics:

- Economic Impact ([Exhibit A, 2018 Park City Kimball Arts Festival Recap](#))
- Performance Measures
 - Transportation & Parking Plans ([Exhibit B, 2018 Kimball Arts Festival Parking and Transit Analysis](#))
 - Residential Mitigation Plans
 - Environmental Sustainability
- Financial Considerations

[Exhibit C](#) is a link to the full 2018 Supplemental Summary (which is a requirement of their event permit) provided by the Kimball Art Center.

Recommendation & Alternatives

Recommended Alternative: This is an informational debrief on the 2018 PCKAF that will satisfy the [City Service Contract](#).

The debrief summary will focus on the following areas:

- Economic Impact
- Operations & Construction Mitigation
- Performance Measures
 - Transportation & Parking
 - Residential Mitigation
 - Environmental Sustainability
- Financial Considerations

Pros:

- a. Staff believes the Park City Kimball Arts Festival aligns with [City Council's goals](#) of providing a complete community that values economic diversity and arts and culture, and a thriving mountain community in the following ways:
 - Vibrant arts and culture offering;
 - Protected and celebrated history, as well creating a community gathering place;
 - Safe Community;
 - Balance between tourism and local quality of life;
 - Varied and extensive event offerings;
 - Accessibility during peak times
 - Well utilized, fare-free, regional public transit, walk-able and bike-able community;
 - World-class, multi-seasonal resort destination

Funding

Funding for the Park City Kimball Arts Festival comes from the General Fund. The Kimball Art Center has been invoiced for \$10,000 in City Services as according to requirements in their contract. ([Exhibit D, 2018 Park City Kimball Arts Festival City Services Fee Invoice](#))

Council Agenda Item Report

Meeting Date: November 8, 2018

Submitted by: Todd Andersen

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Subject:

Quarterly Budget Report - FY2019 First Quarter

Suggested Action:

The attachments within this report consist of Monthly Expenditure and Revenue Reports detailed by Fund and Major Object Type. The format of these reports follows the audit procedure from the State Compliance Audit Guide, the Utah statute and sample summary reports found in the Utah Uniform Accounting Manual. These summary reports should be prepared and reviewed by Council Quarterly for all funds.

Attachments:

[Budget Staff Report](#)

[Attachment A: Expenditure Report Q1 FY 2019](#)

[Attachment B: Revenue Report Q1 FY 2019](#)

MEMO



To: City Council
From: Budget Department
Date: October 1, 2018
Subject: Quarterly Budget Reporting

Budget, Debt, & Grants

445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060
Tel 435.615.5154
www.parkcity.org

State Compliance Monthly Budget Reporting

The attachments within this report consist of Monthly Expenditure and Revenue Reports detailed by Fund and Major Object Type. The format of these reports follows the audit procedure from the State Compliance Audit Guide, the Utah statute and sample summary reports found in the Utah Uniform Accounting Manual. These summary reports should be prepared and reviewed by Council Quarterly for all funds.

The beginning and ending (399 Beginning Balance) fund balances (09 Interfund transfer) have not been calculated for the FY18 YTD actuals and thus do not show up in the report. We typically calculate these when we begin balancing the budget in April.

Notable Observations:

- 27% of the Personnel budget for the general fund has been spent, which means personnel expenditures have slightly overspent so far in FY 2019.
- 19% of the General Fund Materials budget has been spent so far, which means materials have been underspent so far in FY 2019.
- 19% of the total General Fund budget has been spent. Spending is on track for being a quarter of the way through the year.
- All City funds came in under budget for FY 2018.

Attachment A: Expenditure Summary by Object and Type

Attachment B: Revenue Summary by Object and Type

Expenditures by Object Type- Q1 FY2019

October 1, 2018

Object Type	Actuals FY 2016	Actuals FY 2017	Actuals FY 2018	YTD Actual FY 2018	Adjusted Budget FY 2018	Remaining Budget FY 2018	YTD Actual FY 2019	Annual Budget FY 2019	Remaining Budget FY 2019
011 GENERAL FUND									
01 PERSONNEL SERVICES	19,716,225	21,202,442	21,791,626	21,791,626	22,230,137	438,511	6,022,656	22,414,429	16,391,773
02 MATERIALS, SUPPLIES AND SERVICES	1,080,523	1,127,179	1,129,937	1,129,937	1,270,523	140,586	243,545	1,282,370	1,038,825
03 UTILITIES	1,428,903	1,446,258	1,488,716	1,488,716	1,484,819	-3,897	125,857	1,562,677	1,436,820
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	2,075,588	1,901,002	3,180,593	3,180,593	3,859,830	679,237	697,891	3,934,231	3,236,340
05 PARTS/MAINTENANCE SUPPLIES	800,669	992,267	993,181	993,181	1,074,371	81,190	239,481	1,150,480	910,999
06 SPECIAL SERV CONTRACT/MISC CHARGES	961,858	972,346	1,274,034	1,274,034	985,400	-288,634	467,873	995,925	528,052
07 CAPITAL OUTLAY	95,318	283,095	188,497	188,497	388,140	199,643	46,586	407,978	361,392
09 INTERFUND TRANSFER	13,144,736	13,829,567	5,542,549	5,542,549	17,808,628	12,266,079	1,633,818	17,482,895	15,849,077
Total 011 GENERAL FUND	39,303,819	41,754,156	35,589,133	35,589,133	49,101,848	13,512,715	9,477,706	49,230,985	39,753,278
012 QUINNS RECREATION COMPLEX									
01 PERSONNEL SERVICES	723,031	777,025	814,063	814,063	833,732	19,669	228,926	921,758	692,833
02 MATERIALS, SUPPLIES AND SERVICES	49,916	55,247	74,606	74,606	60,770	-13,836	7,407	60,770	53,363
03 UTILITIES	150,026	156,878	147,234	147,234	157,100	9,866	24,074	161,700	137,626
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	48,617	78,772	57,709	57,709	72,070	14,361	16,212	72,070	55,858
05 PARTS/MAINTENANCE SUPPLIES	85,106	54,725	43,432	43,432	46,275	2,843	12,695	46,275	33,580
06 SPECIAL SERV CONTRACT/MISC CHARGES	12,182	15,104	20,335	20,335	15,000	-5,335	2,732	15,000	12,268
07 CAPITAL OUTLAY	2,085	2,048	924	924	6,000	5,076		6,000	6,000
09 INTERFUND TRANSFER	-3,814,171	-4,129,592			-4,450,108	-4,450,108		-4,878,112	-4,878,112
Total 012 QUINNS RECREATION COMPLEX	-2,743,207	-2,989,793	1,158,304	1,158,304	-3,259,161	-4,417,465	292,046	-3,594,539	-3,886,585
021 POLICE SPECIAL REVENUE FUND									
09 INTERFUND TRANSFER	32,254	33,604			34,404	34,404			
Total 021 POLICE SPECIAL	32,254	33,604			34,404	34,404			

Expenditures by Object Type- Q1 FY2019

October 1, 2018

Object Type	Actuals FY 2016	Actuals FY 2017	Actuals FY 2018	YTD Actual FY 2018	Adjusted Budget FY 2018	Remaining Budget FY 2018	YTD Actual FY 2019	Annual Budget FY 2019	Remaining Budget FY 2019
REVENUE FUND									
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT									
07 CAPITAL OUTLAY	4,867		25,851	25,851	49,071	23,220			
09 INTERFUND TRANSFER	16,386	26,071			23,168	23,168			
Total 022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	21,253	26,071	25,851	25,851	72,239	46,388			
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND									
01 PERSONNEL SERVICES	22,393	41,082	22,877	22,877	57,987	35,110	6,294	57,740	51,446
02 MATERIALS, SUPPLIES AND SERVICES	10,200	11,200	12,320	12,320	20,000	7,680	5,600	20,000	14,400
03 UTILITIES	11,014	10,006	9,666	9,666	12,000	2,334	320	18,300	17,980
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	112,863	57,780	29,781	29,781	150,000	120,219	1,074	150,000	148,926
06 SPECIAL SERV CONTRACT/MISC CHARGES	485,451	456,142	528,668	528,668	568,000	39,332		568,000	568,000
09 INTERFUND TRANSFER	1,895,172	1,963,479	1,641,125	1,641,125	2,498,680	857,555	547,040	1,886,786	1,339,746
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	2,537,094	2,539,689	2,244,437	2,244,437	3,306,667	1,062,230	560,328	2,700,826	2,140,498
024 MAIN STREET RDA SPECIAL REVENUE FUND									
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	33,264	12,309	4,710	4,710	80,000	75,290	921	80,000	79,079
06 SPECIAL SERV CONTRACT/MISC CHARGES	276,082	276,177	262,566	262,566	405,000	142,434		405,000	405,000
09 INTERFUND TRANSFER	1,012,447	1,212,052	752,000	752,000	1,482,611	730,611	250,668	1,222,052	971,384
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	1,321,793	1,500,538	1,019,276	1,019,276	1,967,611	948,335	251,589	1,707,052	1,455,463
031 CAPITAL IMPROVEMENT FUND									
01 PERSONNEL SERVICES	65,879	68,537	46,395	46,395		-46,395	8,513		-8,513
07 CAPITAL OUTLAY	8,827,413	48,658,602	35,749,161	35,749,161	85,075,379	49,326,218	1,769,724	65,868,694	64,098,970
09 INTERFUND TRANSFER	38,219,621	32,428,411	3,352,716	3,352,716	44,219,314	40,866,598	1,115,128	77,550,052	76,434,924

Expenditures by Object Type- Q1 FY2019

October 1, 2018

Object Type	Actuals FY 2016	Actuals FY 2017	Actuals FY 2018	YTD Actual FY 2018	Adjusted Budget FY 2018	Remaining Budget FY 2018	YTD Actual FY 2019	Annual Budget FY 2019	Remaining Budget FY 2019
Total 031 CAPITAL IMPROVEMENT FUND	47,112,913	81,155,550	39,148,272	39,148,272	129,294,693	90,146,421	2,893,365	143,418,746	140,525,381
033 REDEVELOPMENT AGENCY-LOWER PRK									
01 PERSONNEL SERVICES	7,727	2,624	32,488	32,488	-26,000	-58,488	10,178		-10,178
07 CAPITAL OUTLAY	1,847,149	1,658,650	2,610,928	2,610,928	5,911,718	3,300,789	34,518	105,000	70,482
09 INTERFUND TRANSFER	1,070,751	738,741	705,325	705,325	1,731,350	1,026,025	236,072	28,222,765	27,986,693
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	2,925,627	2,400,015	3,348,741	3,348,741	7,617,068	4,268,327	280,768	28,327,765	28,046,997
034 REDEVELOPMENT AGENCY-MAIN ST									
07 CAPITAL OUTLAY	47,541		95,695	95,695	620,062	524,367	4,960	52,000	47,040
09 INTERFUND TRANSFER	2,054,115	2,015,089	809,490	809,490	1,883,453	1,073,963	268,388	1,376,511	1,108,123
Total 034 REDEVELOPMENT AGENCY-MAIN ST	2,101,656	2,015,089	905,185	905,185	2,503,515	1,598,330	273,348	1,428,511	1,155,163
035 BUILDING AUTHORITY									
07 CAPITAL OUTLAY	8,011	34,056	1,430	1,430	1,430	0			
09 INTERFUND TRANSFER	454,087	424,783			429,917	429,917		423,484	423,484
Total 035 BUILDING AUTHORITY	462,098	458,839	1,430	1,430	431,347	429,917		423,484	423,484
038 EQUIPMENT REPLACEMENT CIP									
07 CAPITAL OUTLAY	1,250,276	1,421,831	510,554	510,554	2,196,425	1,685,871	432,245	1,325,600	893,355
09 INTERFUND TRANSFER	1,626,711	1,352,711			1,996,846	1,996,846		950,811	950,811
Total 038 EQUIPMENT REPLACEMENT CIP	2,876,987	2,774,542	510,554	510,554	4,193,271	3,682,717	432,245	2,276,411	1,844,166
051 WATER FUND									
01 PERSONNEL SERVICES	2,515,881	2,687,654	2,887,816	2,887,816	3,095,752	207,936	776,910	3,232,386	2,455,475
02 MATERIALS, SUPPLIES AND SERVICES	254,900	296,663	199,443	199,443	294,927	95,484	48,054	301,962	253,908
03 UTILITIES	975,108	977,391	932,097	932,097	1,301,199	369,102	184,948	1,402,066	1,217,118
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	935,079	952,883	852,687	852,687	1,132,440	279,753	142,364	1,195,183	1,052,819
05 PARTS/MAINTENANCE SUPPLIES	645,810	752,213	843,626	843,626	849,980	6,354	140,958	877,927	736,969

Expenditures by Object Type- Q1 FY2019

October 1, 2018

Object Type	Actuals FY 2016	Actuals FY 2017	Actuals FY 2018	YTD Actual FY 2018	Adjusted Budget FY 2018	Remaining Budget FY 2018	YTD Actual FY 2019	Annual Budget FY 2019	Remaining Budget FY 2019
06 SPECIAL SERV CONTRACT/MISC CHARGES	32,842	46,602	60,906	60,906	42,000	-18,906	12,485	52,000	39,515
07 CAPITAL OUTLAY	6,919,868	8,282,947	11,072,624	11,072,624	25,731,799	14,659,175	335,640	17,085,809	16,750,169
08 DEBT SERVICE	4,503,481	4,501,047	4,509,004	4,509,004	4,516,154	7,151	74,781	4,517,579	4,442,798
09 INTERFUND TRANSFER	8,894,721	7,543,319	1,665,427	1,665,427	4,121,586	2,456,159	335,248	9,840,369	9,505,121
Total 051 WATER FUND	25,677,688	26,040,720	23,023,630	23,023,630	41,085,837	18,062,207	2,051,388	38,505,281	36,453,893
052 STORM WATER FUND									
01 PERSONNEL SERVICES		539,043	629,068	629,068	665,829	36,761	177,770	699,711	521,941
02 MATERIALS, SUPPLIES AND SERVICES		29,478	29,891	29,891	60,000	30,109	7,594	60,000	52,406
03 UTILITIES		18,799	20,181	20,181	27,100	6,919	16,757	39,700	22,943
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC		76,063	84,354	84,354	157,000	72,646	7,611	157,000	149,389
05 PARTS/MAINTENANCE SUPPLIES		31,840	18,403	18,403	51,300	32,897	4,891	51,300	46,409
06 SPECIAL SERV CONTRACT/MISC CHARGES			18	18		-18			
07 CAPITAL OUTLAY		33,094	500	500	14,500	14,000	3,477	235,350	231,873
09 INTERFUND TRANSFER		8,501,046	79,000	79,000	677,027	598,027	34,668	8,628,256	8,593,588
Total 052 STORM WATER FUND		9,229,363	861,415	861,415	1,652,756	791,340	252,768	9,871,317	9,618,549
055 GOLF COURSE FUND									
01 PERSONNEL SERVICES	691,471	740,673	795,591	795,591	845,529	49,938	306,104	958,936	652,832
02 MATERIALS, SUPPLIES AND SERVICES	66,487	74,360	86,856	86,856	74,900	-11,956	26,889	74,900	48,012
03 UTILITIES	53,740	57,782	51,108	51,108	58,387	7,279	9,861	67,700	57,839
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	72,094	70,504	79,448	79,448	93,942	14,494	16,516	33,910	17,394
05 PARTS/MAINTENANCE SUPPLIES	236,701	196,704	218,413	218,413	240,800	22,387	82,555	240,800	158,245
06 SPECIAL SERV CONTRACT/MISC CHARGES	26,020	27,288	27,408	27,408	30,500	3,092	11,825	30,500	18,675
07 CAPITAL OUTLAY	34,349	255,845	163,918	163,918	315,173	151,255	6,778	114,565	107,787

Expenditures by Object Type- Q1 FY2019

October 1, 2018

Object Type	Actuals FY 2016	Actuals FY 2017	Actuals FY 2018	YTD Actual FY 2018	Adjusted Budget FY 2018	Remaining Budget FY 2018	YTD Actual FY 2019	Annual Budget FY 2019	Remaining Budget FY 2019
08 DEBT SERVICE	27,060	8,094	32,377	32,377	32,377	0		32,377	32,377
09 INTERFUND TRANSFER	1,442,311	1,373,577	128,511	128,511	1,338,952	1,210,441	47,636	1,262,046	1,214,410
Total 055 GOLF COURSE FUND	2,650,234	2,804,828	1,583,630	1,583,630	3,030,560	1,446,930	508,162	2,815,734	2,307,572
057 TRANSPORTATION & PARKING FUND									
01 PERSONNEL SERVICES	5,880,917	6,418,646	8,507,085	8,507,085	9,209,767	702,681	2,292,358	10,383,394	8,091,036
02 MATERIALS, SUPPLIES AND SERVICES	366,326	399,158	553,217	553,217	321,000	-232,217	73,438	788,650	715,212
03 UTILITIES	135,146	153,819	292,995	292,995	171,744	-121,251	58,467	260,244	201,777
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	875,308	974,144	1,813,092	1,813,092	1,237,738	-575,354	149,563	1,342,900	1,193,337
05 PARTS/MAINTENANCE SUPPLIES	12,067	31,167	49,566	49,566	19,700	-29,866	1,639	94,000	92,361
06 SPECIAL SERV CONTRACT/MISC CHARGES	78,358	81,263	90,128	90,128	40,000	-50,128	28,651	69,000	40,349
07 CAPITAL OUTLAY	1,117,219	16,332,826	10,530,088	10,530,088	28,159,124	17,629,036	183,647	8,685,894	8,502,247
09 INTERFUND TRANSFER	21,920,167	22,016,989	2,870,800	2,870,800	16,511,886	13,641,086	1,009,580	16,956,781	15,947,201
Total 057 TRANSPORTATION & PARKING FUND	30,385,507	46,408,012	24,706,971	24,706,971	55,670,959	30,963,988	3,797,343	38,580,863	34,783,520
062 FLEET SERVICES FUND									
01 PERSONNEL SERVICES	891,897	977,316	1,005,388	1,005,388	993,186	-12,202	273,063	992,706	719,643
02 MATERIALS, SUPPLIES AND SERVICES	74,426	78,954	74,478	74,478	73,500	-978	14,803	73,500	58,697
03 UTILITIES	765,670	749,784	829,582	829,582	827,600	-1,982	248,997	827,600	578,603
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	6,557	3,573	3,187	3,187	3,200	13		3,200	3,200
05 PARTS/MAINTENANCE SUPPLIES	724,894	689,314	641,356	641,356	647,230	5,874	95,922	647,230	551,308
07 CAPITAL OUTLAY	6,116	720			10,000	10,000		10,000	10,000
09 INTERFUND TRANSFER	1,123,856	1,196,395			1,207,403	1,207,403		1,217,443	1,217,443
Total 062 FLEET SERVICES FUND	3,593,417	3,696,056	2,553,992	2,553,992	3,762,119	1,208,128	632,785	3,771,679	3,138,894
064 SELF INSURANCE FUND									

Expenditures by Object Type- Q1 FY2019

October 1, 2018

Object Type	Actuals FY 2016	Actuals FY 2017	Actuals FY 2018	YTD Actual FY 2018	Adjusted Budget FY 2018	Remaining Budget FY 2018	YTD Actual FY 2019	Annual Budget FY 2019	Remaining Budget FY 2019
02 MATERIALS, SUPPLIES AND SERVICES	31,433	36,341	31,600	31,600	50,500	18,900	16,872	50,500	33,628
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	218,015	449,027	151,962	151,962	886,000	734,038	29,923	816,000	786,077
06 SPECIAL SERV CONTRACT/MISC CHARGES	640,392	650,981	607,269	607,269	710,000	102,731	64,822	710,000	645,178
09 INTERFUND TRANSFER	968,274	793,923			1,163,647	1,163,647		48,212	48,212
Total 064 SELF INSURANCE FUND	1,858,115	1,930,271	790,832	790,832	2,810,147	2,019,315	111,617	1,624,712	1,513,095
070 SALES TAX REV BOND - DEBT SVS FUND									
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC			223,553	223,553	223,553	0			
08 DEBT SERVICE	2,592,290	2,255,381	5,031,081	5,031,081	5,041,356	10,275	2,100	5,034,465	5,032,365
09 INTERFUND TRANSFER	6,558,375	2,866,625	30,203,248	30,203,248	37,600,193	7,396,945		7,177,001	7,177,001
Total 070 SALES TAX REV BOND - DEBT SVS FUND	9,150,665	5,122,006	35,457,882	35,457,882	42,865,102	7,407,220	2,100	12,211,466	12,209,366
071 DEBT SERVICE FUND									
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC		155,239							
08 DEBT SERVICE	4,214,543	4,210,345	6,420,934	6,420,934	6,439,235	18,301	481,275	6,043,635	5,562,360
09 INTERFUND TRANSFER	574,778	28,352,049			710,461	710,461		739,258	739,258
Total 071 DEBT SERVICE FUND	4,789,321	32,717,633	6,420,934	6,420,934	7,149,696	728,762	481,275	6,782,893	6,301,618
TOTAL	174,057,232	259,617,190	179,350,469	179,350,469	353,290,677	173,940,208	22,298,834	340,083,186	317,784,352

Revenues by Revenue Type- Q1 FY2019

October 1, 2018

	Actuals FY 2016	Actuals FY 2017	Actuals FY 2018	YTD Actual FY 2018	Adjusted Budget FY 2018	Remaining Budget FY 2018	YTD Actual FY 2019	Annual Budget FY 2019	Remaining Budget FY 2019
011 GENERAL FUND									
Property Taxes	11,108,571	10,733,553	10,675,672	10,675,672	10,750,755	75,083	55	10,976,165	10,976,111
Sales Tax	7,437,258	9,863,502	13,247,915	13,247,915	13,595,000	347,085		14,070,969	14,070,969
Franchise Tax	3,185,820	3,194,392	3,147,847	3,147,847	3,258,000	110,153	295,373	3,322,000	3,026,627
Licenses	456,599	341,390	431,744	431,744	503,000	71,256	221,873	529,000	307,127
Planning Building & Engineering Fees	1,873,987	2,023,651	2,904,453	2,904,453	2,824,000	-80,453	1,470,489	2,824,000	1,353,511
Special Event Fees	133,288	100,320	58,971	58,971	109,000	50,029	11,691	110,000	98,309
Federal Revenue	64,321	37,713	46,689	46,689	63,000	16,312		65,000	65,000
State Revenue	66,806	81,180	65,019	65,019	91,000	25,981	10,000	95,000	85,000
County/SP District Revenue		50,000	17,000	17,000	21,000	4,000	5,000	22,000	17,000
Cemetery Charges for Services	21,937	31,018	29,186	29,186	36,000	6,814	5,957	37,000	31,044
Recreation	1,982,640	1,948,698	2,061,268	2,061,268	2,008,000	-53,268	366,887	2,044,000	1,677,113
Other Service Revenue	90,239	69,426	57,470	57,470	81,000	23,530	4,396	92,000	87,604
Library Fines & Fees	21,407	32,249	27,946	27,946	27,000	-946	4,945	27,000	22,055
Misc. Revenues	307,055	391,403	847,128	847,128	729,237	-117,891	307,057	911,000	603,943
Interfund Transactions (Admin)	2,256,360	2,397,547	2,577,182	2,577,182	2,577,182		652,888	2,673,663	2,020,775
Special Revenues & Resources	42,428	60,384	100,939	100,939	18,000	-82,939	27,764	18,000	-9,764
Beginning Balance	10,255,105	10,522,730	11,558,783	11,558,783	11,558,783		12,266,079	11,414,188	-851,891
Total 011 GENERAL FUND	39,303,819	41,879,156	47,855,212	47,855,212	48,249,957	394,745	15,650,454	49,230,985	33,580,531
012 QUINNS RECREATION COMPLEX									
Recreation	2,826	5,330	4,691	4,691	3,000	-1,691	613	3,000	2,387
Ice	749,880	818,339	833,126	833,126	834,000	874	110,859	886,000	775,141
Misc. Revenues	1,131	-109	-29	-29		29	-246		246
Special Revenues & Resources		819							
Beginning Balance	-3,497,044	-3,814,171	-4,129,592	-4,129,592	-4,129,592		-4,450,108	-4,483,539	-33,431
Total 012 QUINNS	-2,743,207	-2,989,793	-3,291,804	-3,291,804	-3,292,592	-788	-4,338,882	-3,594,539	744,343

Revenues by Revenue Type- Q1 FY2019

October 1, 2018

	Actuals FY 2016	Actuals FY 2017	Actuals FY 2018	YTD Actual FY 2018	Adjusted Budget FY 2018	Remaining Budget FY 2018	YTD Actual FY 2019	Annual Budget FY 2019	Remaining Budget FY 2019
RECREATION COMPLEX									
021 POLICE SPECIAL REVENUE FUND									
State Revenue	2,310	1,350	800	800	800				
Beginning Balance	29,944	32,254	33,604	33,604	33,604		34,404		-34,404
Total 021 POLICE SPECIAL REVENUE FUND	32,254	33,604	34,404	34,404	34,404		34,404		-34,404
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT									
State Revenue	3,996	9,685	22,948	22,948	23,000	52			
Beginning Balance	17,257	16,386	26,071	26,071	26,071		23,168		-23,168
Total 022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	21,253	26,071	49,019	49,019	49,071	52	23,168		-23,168
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND									
Property Taxes	2,399,605	2,279,414	2,763,710	2,763,710	2,413,792	-349,918		2,413,792	2,413,792
Misc. Revenues	3,962	6,228	15,928	15,928		-15,928			
Beginning Balance	133,527	254,047	322,354	322,354	322,354		857,555	287,034	-570,521
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	2,537,094	2,539,689	3,101,992	3,101,992	2,736,146	-365,846	857,555	2,700,826	1,843,271
024 MAIN STREET RDA SPECIAL REVENUE FUND									
Property Taxes	1,259,760	1,234,273	1,277,777	1,277,777	1,242,000	-35,777		1,242,000	1,242,000
Misc. Revenues	2,395	5,819	12,058	12,058		-12,058			
Beginning Balance	59,638	260,447	460,052	460,052	460,052		730,611	465,052	-265,559
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	1,321,793	1,500,539	1,749,887	1,749,887	1,702,052	-47,835	730,611	1,707,052	976,441
031 CAPITAL IMPROVEMENT FUND									
Sales Tax	8,897,706	8,010,452	7,159,183	7,159,183	6,200,000	-959,183		9,540,207	9,540,207
Planning Building & Engineering Fees	425,365	308,787	432,381	432,381	355,000	-77,381	186,770	373,000	186,230
Federal Revenue	1,044	11,140	1,044	1,044		-1,044			
State Revenue	285,873	520,721	431,761	431,761	360,000	-71,761	6,350	360,000	353,650
County/SP District	50,000	637,316	2,520,580	2,520,580	1,590,000	-930,580		1,680,000	1,680,000

Revenues by Revenue Type- Q1 FY2019

October 1, 2018

	Actuals FY 2016	Actuals FY 2017	Actuals FY 2018	YTD Actual FY 2018	Adjusted Budget FY 2018	Remaining Budget FY 2018	YTD Actual FY 2019	Annual Budget FY 2019	Remaining Budget FY 2019
Revenue									
Misc. Revenues	509,139	2,837,006	4,310,619	4,310,619	1,911,500	-2,399,119	178,626	1,198,000	1,019,374
Interfund Transactions (CIP/Debt)	3,715,347	28,171,029	33,203,271	33,203,271	33,203,271		785,680	2,357,042	1,571,362
Special Revenues & Resources	278,416	3,737,067	813,486	813,486	455,000	-358,486	1,483	302,500	301,017
Bond Proceeds					32,022,546	32,022,546		60,300,000	60,300,000
Beginning Balance	32,950,023	36,922,033	31,142,544	31,142,544	79,638,775	48,496,231	40,866,598	67,307,997	26,441,399
Total 031 CAPITAL IMPROVEMENT FUND	47,112,913	81,155,551	80,014,870	80,014,870	155,736,092	75,721,222	42,025,507	143,418,746	101,393,239
033 REDEVELOPMENT AGENCY-LOWER PRK									
Misc. Revenues	728,943	12,139	1,994,901	1,994,901	1,981,900	-13,001		6,000,000	6,000,000
Interfund Transactions (CIP/Debt)	1,641,125	1,641,125	1,641,125	1,641,125	1,641,125		547,040	1,641,125	1,094,085
Beginning Balance	555,559	746,751	738,741	738,741	23,654,658	22,915,917	1,026,025	20,686,640	19,660,615
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	2,925,627	2,400,015	4,374,767	4,374,767	27,277,683	22,902,916	1,573,065	28,327,765	26,754,700
034 REDEVELOPMENT AGENCY-MAIN ST									
Misc. Revenues	9,067	12,859	18,148	18,148		-18,148			
Interfund Transactions (CIP/Debt)	752,000	752,000	752,000	752,000	752,000		250,668	752,000	501,332
Beginning Balance	1,340,589	1,250,230	1,209,001	1,209,001	1,354,063	145,062	1,073,963	676,511	-397,452
Total 034 REDEVELOPMENT AGENCY-MAIN ST	2,101,656	2,015,089	1,979,149	1,979,149	2,106,063	126,914	1,324,631	1,428,511	103,880
035 BUILDING AUTHORITY									
Misc. Revenues	3,187	4,752	6,564	6,564		-6,564			
Beginning Balance	458,911	454,087	424,783	424,783	424,914	131	429,917	423,484	-6,433
Total 035 BUILDING AUTHORITY	462,098	458,839	431,347	431,347	424,914	-6,433	429,917	423,484	-6,433
038 EQUIPMENT REPLACEMENT CIP									
Misc. Revenues	33,825	124,131	80,989	80,989		-80,989	12,994		-12,994

Revenues by Revenue Type- Q1 FY2019

October 1, 2018

	Actuals FY 2016	Actuals FY 2017	Actuals FY 2018	YTD Actual FY 2018	Adjusted Budget FY 2018	Remaining Budget FY 2018	YTD Actual FY 2019	Annual Budget FY 2019	Remaining Budget FY 2019
Interfund Transactions (CIP/Debt)	1,011,000	1,023,700	1,073,700	1,073,700	1,073,700		357,900	1,073,700	715,800
Beginning Balance	1,832,162	1,626,711	1,352,711	1,352,711	2,325,436	972,725	1,996,846	1,202,711	-794,135
Total 038 EQUIPMENT REPLACEMENT CIP	2,876,987	2,774,542	2,507,400	2,507,400	3,399,136	891,736	2,367,740	2,276,411	-91,329
051 WATER FUND									
Planning Building & Engineering Fees	1,140,313	1,091,022	1,255,340	1,255,340	1,000,000	-255,340	658,520	1,000,000	341,480
Federal Revenue	42,874								
Water Charges for Services	15,162,429	17,193,875	17,881,316	17,881,316	17,448,500	-432,816	9,509,451	17,448,500	7,939,049
Misc. Revenues	422,545	480,329	437,775	437,775	178,023	-259,752	17,357	178,023	160,666
Bond Proceeds					8,200,000	8,200,000		12,500,000	12,500,000
Beginning Balance	8,909,527	7,275,494	5,905,357	5,905,357	19,181,912	13,276,555	2,456,159	7,378,758	4,922,599
Total 051 WATER FUND	25,677,688	26,040,720	25,479,789	25,479,789	46,008,435	20,528,646	12,641,486	38,505,281	25,863,795
052 STORM WATER FUND									
Water Charges for Services		979,419	1,277,767	1,277,767	1,250,000	-27,767	474,618	1,250,000	775,382
Misc. Revenues		331	5,242	5,242		-5,242			
Special Revenues & Resources		8,249,613							
Beginning Balance			176,433	176,433	8,426,046	8,249,613	598,027	8,621,317	8,023,290
Total 052 STORM WATER FUND		9,229,363	1,459,442	1,459,442	9,676,046	8,216,604	1,072,645	9,871,317	8,798,672
055 GOLF COURSE FUND									
Recreation	1,411,819	1,418,870	1,491,988	1,491,988	1,519,596	27,608	705,566	1,519,596	814,030
Misc. Revenues	25,428	35,724	31,079	31,079	51,350	20,271	54	51,350	51,296
Interfund Transactions (CIP/Debt)	25,000	25,000	25,000	25,000	25,000		8,332	25,000	16,668
Beginning Balance	1,187,987	1,325,234	1,246,003	1,246,003	1,443,961	197,958	1,210,441	1,219,788	9,347
Total 055 GOLF COURSE FUND	2,650,234	2,804,828	2,794,071	2,794,071	3,039,907	245,836	1,924,393	2,815,734	891,341
057 TRANSPORTATION & PARKING FUND									

Revenues by Revenue Type- Q1 FY2019

October 1, 2018

	Actuals FY 2016	Actuals FY 2017	Actuals FY 2018	YTD Actual FY 2018	Adjusted Budget FY 2018	Remaining Budget FY 2018	YTD Actual FY 2019	Annual Budget FY 2019	Remaining Budget FY 2019
Sales Tax	4,877,097	5,233,194	5,617,865	5,617,865	5,297,728	-320,137		5,551,893	5,551,893
Licenses	1,032,191	764,407	956,011	956,011	908,666	-47,345	796,928	810,959	14,031
Planning Building & Engineering Fees		126,244	14,000	14,000		-14,000			
Special Event Fees	2,125	2,848	1,726	1,726		-1,726			
Federal Revenue	457,917	15,972,589	2,686,154	2,686,154	4,787,080	2,100,927		5,838,251	5,838,251
Transit Charges for Services	2,312,576	3,206,611	6,247,276	6,247,276	5,938,584	-308,692	1,088,019	6,186,031	5,098,012
Fines & Forfeitures	1,080,705	1,077,415	2,240,548	2,240,548	1,469,200	-771,348	609,485	2,893,282	2,283,797
Misc. Revenues	201,922	280,456	516,398	516,398	92,500	-423,898	32,560	309,643	277,083
Special Revenues & Resources	315,322	362,886	805,272	805,272	1,100,000	294,728	35,860	384,986	349,126
Beginning Balance	20,105,652	19,381,363	19,262,807	19,262,807	39,041,932	19,779,125	13,641,086	16,605,818	2,964,732
Total 057 TRANSPORTATION & PARKING FUND	30,385,507	46,408,012	38,348,057	38,348,057	58,635,690	20,287,633	16,203,938	38,580,863	22,376,925
062 FLEET SERVICES FUND									
Interfund Transactions (Admin)	2,448,000	2,572,200	2,565,000	2,565,000	2,565,000		855,006	2,565,000	1,709,994
Beginning Balance	1,145,417	1,123,856	1,196,395	1,196,395	1,196,395		1,207,403	1,206,679	-724
Total 062 FLEET SERVICES FUND	3,593,417	3,696,056	3,761,395	3,761,395	3,761,395		2,062,409	3,771,679	1,709,270
064 SELF INSURANCE FUND									
Misc. Revenues	258,000	275,000	275,000	275,000	275,000		91,668	275,000	183,332
Interfund Transactions (Admin)	992,665	686,997	885,556	885,556	885,556		347,244	1,041,733	694,489
Beginning Balance	607,450	968,274	793,923	793,923	793,923		1,163,647	307,979	-855,668
Total 064 SELF INSURANCE FUND	1,858,115	1,930,271	1,954,479	1,954,479	1,954,479		1,602,559	1,624,712	22,153
070 SALES TAX REV BOND - DEBT SVS FUND									
Misc. Revenues	33,338	26,965	195,670	195,670		-195,670	31,482		-31,482
Interfund Transactions (Admin)	164,089	160,058	159,826	159,826	159,826		53,900	161,703	107,803
Interfund Transactions	2,425,473	2,091,955	4,867,531	4,867,531	4,867,531		1,619,588	4,858,763	3,239,175

Revenues by Revenue Type- Q1 FY2019

October 1, 2018

	Actuals FY 2016	Actuals FY 2017	Actuals FY 2018	YTD Actual FY 2018	Adjusted Budget FY 2018	Remaining Budget FY 2018	YTD Actual FY 2019	Annual Budget FY 2019	Remaining Budget FY 2019
(CIP/Debt)									
Bond Proceeds			35,227,871	35,227,871	35,227,871	0			
Beginning Balance	6,527,765	2,843,028	2,403,929	2,403,929	2,403,929		7,396,945	7,191,000	-205,945
Total 070 SALES TAX REV BOND - DEBT SVS FUND	9,150,665	5,122,006	42,854,827	42,854,827	42,659,157	-195,670	9,101,915	12,211,466	3,109,551
071 DEBT SERVICE FUND									
Property Taxes	3,723,453	4,220,158	6,432,184	6,432,184	6,432,184			6,036,374	6,036,374
Misc. Revenues	62,849	58,998	55,495	55,495	57,657	2,162	244	52,197	51,953
Bond Proceeds		27,863,698							
Beginning Balance	1,003,018	574,778	643,716	643,716	643,716		710,461	694,322	-16,139
Total 071 DEBT SERVICE FUND	4,789,320	32,717,633	7,131,395	7,131,395	7,133,557	2,162	710,705	6,782,893	6,072,188
TOTAL	174,057,233	259,742,190	262,589,697	262,589,697	411,291,592	148,701,895	105,998,220	340,083,186	234,084,966

Council Agenda Item Report

Meeting Date: November 8, 2018

Submitted by: Linda Jager

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Subject:

Backhoe Report - November 2018

Suggested Action:

Attachments:

[Construction Projects Staff Report.pdf](#)

[Backhoe Report - November 2018](#)



City Council

Subject: October Backhoe Report
Author: Rocio Torres Mora, Community Liaison
Department: Sustainability
Date: October 30, 2018
Type of Item: Informational

Beginning September and recurring monthly through November, the Community Liaison provides a “Backhoe Report” outlining current construction updates. This report will include both public and significant private projects that will be visible or will impact community members or business owners. The report will be presented to City Council on the first meeting of each month as a staff communication for subsequent months. This staff communication includes the full [Backhoe Report](#) for November.



BACKHOE REPORT: NOVEMBER 2018

Below, please find current construction projects underway in and around the Park City area. This report includes both public and significant private projects that will be visible or impact community members and/or business owners. The Report can also be found [online](#).

Please contact Linda Jager, Community Engagement Manager (linda.jager@parkcity.org or 435.615.5189) with questions or feedback.

3RD STREET STAIRS: PARK AVENUE TO WOODSIDE AVENUE

In progress

CONSTRUCTION DATES

- The project has an anticipated start date of October 24 and is expected to be concluded by mid-November, 2018

PROJECT DETAILS

- The wood treads are in disrepair and the metal brackets holding the treads are rusting and are in need of replacement
- The wood treads will be replaced with galvanized steel treads to improve safety and maintenance
- There will be no through pedestrian traffic while the stairs are under construction
- Residents whose primary access is from the stairs will have access either from Park Avenue or Woodside Avenue, depending on the construction
- Access will be restricted while the landings are being replaced
- The contractor will be able to help residents access the walkways off of the stairs during construction

CONTACT INFORMATION

Matt Twombly | Senior Project Manager | mtwombly@parkcity.org | 435.615.5177

4TH STREET STAIRS: MARSAC AVENUE TO ONTARIO AVENUE

In progress

CONSTRUCTION DATES

- The construction dates for this project are October 15-November 9, 2018

PROJECT DETAILS

- The wood treads are in disrepair and the metal brackets holding the treads are rusting and need replacement. The wood treads will be replaced with galvanized steel treads to improve safety and maintenance
- There will be no through pedestrian traffic while the stairs are under construction
- Residents whose primary access is from the stairs will have access either from Ontario Avenue or Marsac Avenue, depending on the construction



- Access will be restricted while the center landing is being replaced
- The contractor will be able to help residents access the walkways off of the stairs during construction

CONTACT INFORMATION

Matt Twombly | Senior Project Manager | mtwombly@parkcity.org | 435.615.5177

88 KING ROAD

In progress

CONSTRUCTION DATES

- Construction of a single family home will start in June 2018

PROJECT DETAILS

- A new single family home will be built on 88 King Road
- Traffic impacts are anticipated for the duration of this project

CONTACT INFORMATION

Michelle Downard | Deputy Chief Building Official | mdownard@parkcity.org | 435.615.5109

ECKER PARK-AND-RIDE AND KILBY ROAD

In progress

CONSTRUCTION DATES

- The goal is to have the project 100% complete before the winter service change of Park City Transit.
- There will be some landscaping and electrical work that will continue into November.

KILBY ROAD PARK-AND-RIDE

- A small area between the roundabouts and at the new bus island will not be paved in order to provide a laydown area for pedestrian tunnel construction. There will be minimal traffic disruptions as trucks enter and exit the park and ride area
- Electrical work will continue with minimal impact to traffic
- Crews will finish placing signs on Kilby Road with minimal impact to traffic
- Site landscaping, gabion baskets for lighting and fencing work is in progress with minimal impact to traffic.

PROJECT DETAILS

- Project consists of the widening of Kilby Road to include bike lanes and intersection improvements such as right and left turn pockets, and acceleration lanes
- It also includes a Park and Ride to intercept commuter traffic from Salt Lake Valley, and nearby residents



- Please be aware that there will be continued work along Kilby Road to complete center median concrete infill and rock mulch, Park and Ride completion, and the completion of the pedestrian underpass

CONTACT INFORMATION

Derrick Radke, PE | Public Works Director | dradke@summitcounty.org or 435-336-3978

HEBER AVENUE WATER LINE REPLACEMENT

In progress

CONSTRUCTION DATES

- Approximately 4 weeks, starting October 4, 2018.

PROJECT DETAILS

- The project will replace two water lines on Heber Avenue between Park Avenue and approximately 200' east of Main Street.
- This work was scheduled to happen with the potential Park Avenue road project, but due to repeated failure of the water lines staff is expediting replacement.
- Lane restrictions will be in place along Park Avenue near the Heber Avenue / Park Avenue intersection on October 4th as crews connect to the existing water line.
- Heber Avenue, between Park Avenue and Main Street, are closed and will reopen at the completion of the project in November.
- During the Heber Avenue Closure, 9th Street will be used as a transit detour.
- Work will extend through the Main Street / Heber Ave intersection beginning mid-October. This work will require lane restrictions, and potential closure.
- All water services will be maintained during construction except for brief periods to connect the new water line to the existing system. Property owners will be informed prior to shut offs.

CONTACT INFORMATION

Linda Jager | Public Information Officer | linda.jager@parkcity.org | 435.615.5189

I-80 CONSTRUCTION PROJECT

In progress

CONSTRUCTION DATES

- Climbing Lane: April - November 2018
- Wildlife Overpass: April - November 2018
- Wildlife Fencing: April - November 2018
- Noise Barrier: May - November 2018



- Asphalt Repaving: June 2018 - Spring 2019
- Cattle Guard: October - November 2018

PROJECT DETAILS

Cattle Guard Update

- Crews will began cattle guard installation in mid-October
- Double cattle guards will be installed on all ramps at the Parley's Summit interchange to tie in with the newly installed wildlife fencing. Drivers can expect shifted traffic on the ramps during installation.
- Installation is expected to take approximately four to six weeks to complete.

Wildlife Improvements & Climbing Lane Updates

- Crews are forming the approaches of the wildlife overpass
- The wildlife overpass is on schedule to be complete in mid-November 2018

Noise Barrier Update

- Noise panel installation continues and is scheduled to be completed in early November.
- After the barrier has been constructed, crews will paint the wall to blend with surrounding terrain.

What to Expect

- Shifted, narrower travel lanes
- Daytime and nighttime work
- Daytime and nighttime lane closures
- Noise, dust and vibration
- Traffic on Homestead Road is restricted to accommodate bridge work. Use caution in the area and expect shifted lanes and minor delays through fall 2018 as crews repair the Jeremy Ranch bridge deck.

CONTACT INFORMATION

Utah Department of Transportation | renovatei80@utah.gov or 888-528-WORK (9675)

KINGS CROWN (LOWELL AVENUE)

In progress

PROJECT DETAILS

- The Building and Planning Departments are working on the permitting for Kings Crown (Lowell Avenue)

CONTACT INFORMATION

Michelle Downard | Deputy Chief Building Official | mdownard@parkcity.org | 435.615.5109



MAIN STREET SIDEWALKS RECONSTRUCTION | PHASE 1

Complete

CONSTRUCTION DATES

- The project will have a duration of approximately 3-4 weeks from October 1-26, 2018

PROJECT DETAILS

- Continuation of the Main Street Sidewalk improvements including installation of granite curb, concrete and granite paving, new street lights, storm drain, a bulb-out in front of the Grappa for traffic calming, and pedestrian crosswalks
- There will be temporary construction impacts, but pedestrian access to residences and businesses will be maintained with ramps, temporary sidewalks in the street, and other measures. Some businesses will have temporary water shut off for approximately two hours to replace water meters. There will be temporary parking and traffic impacts during construction.
- Reconstruction of the sidewalk on west side of Main Street from Star Hotel (227 Main Street) up to garage entrance at 205 Main Street

CONTACT INFORMATION

Matt Twombly | Senior Project Manager | mtwombly@parkcity.org | 435.615.5177

MAIN STREET SIDEWALKS RECONSTRUCTION | PHASE 2

In progress

CONSTRUCTION DATES

- The project will be completed in approximately 5-6 weeks from October 22 – November 30, 2018. There will be a one week overlap with the construction taking place in Phase 1 of the Main Street Sidewalks

PROJECT DETAILS

- Continuation of the Main Street Sidewalk improvements including installation of granite curb, concrete and granite paving, new street lights, storm drain, a bulb-out in front of the Grappa for traffic calming, and pedestrian crosswalks
- There will be temporary construction impacts, but pedestrian access to residences and businesses will be maintained with ramps, temporary sidewalks in the street, and other measures. Some businesses will have temporary water shut off for approximately two hours to replace water meters. There will be temporary parking and traffic impacts during construction.
- Reconstruction of the sidewalk on west side of Main Street, across garage entrance at 205 Main Street to the park on the South side of Grappa, 151 Main Street (see map). There will also be reconstruction of pedestrian ramps and crossings at the intersection of Swede Alley and Main Street
- The first ten days of work will focus on completing the sidewalk at the 205 Main Street garage entrance. Arrangements will be made to park in the Brew Pub parking lot across the street



CONTACT INFORMATION

Matt Twombly | Senior Project Manager | mtwombly@parkcity.org | 435.615.5177

PROSPECTOR AVENUE: BONANZA TO GOLD DUST LANE

In progress

CONSTRUCTION DATES

- Construction began July 10, 2018 and will continue throughout the summer into November 2018

PROJECT DETAILS

- Prospector Avenue will be in a one-way traffic configuration during construction to expedite the contractor's schedule and provide a safe work zone. Vehicles will be guided to travel westbound, from Sidewinder Drive to Bonanza Drive
- The contractor will be on site from 7:00 a.m. to 5:00 p.m., Monday through Friday and some Saturdays
- Park City bus stops will be maintained on Prospector Avenue, but school bus stops have been relocated to Bonanza
- Garbage pick-up and mail delivery will be maintained
- On-street parking will not be permitted - please make best use of all Prospector Square parking lots
- Business access will remain open. If more than one access is available, crews may close one access but one will always remain open.
- Pedestrian access will remain open on one side of the road. During Phase One, pedestrians will be directed to the south side of Prospector Avenue
- Prospector Square Property Owners Association (PSPOA) is reconstructing lot H and lot D located off of Prospector Avenue. The sewer work within the road should be done within the next week

The Prospector Avenue projects expects to:

- o Create an environment for all modes of transportation
- o Upgrade lighting with LED fixtures
- o Build a complete street to complement the proposed Prospector Square goal
- o Define more efficient use of existing space by better marking travel lanes and bus pullout
- o Provide an improved storm drain system
- o Resurface the asphalt pavement
- o Enhance and promote alternative multi-modal transportation uses and address roadway infrastructure.
- o Create a safe environment for all modes of travel
- o Reduce vehicular speeds by introducing a "complete street" cross section.
- o Define more efficient use of existing space by better marking travel lanes and bus pullouts
- o Upgrade the street lighting with LED fixtures
- o Improve the roadway drainage
- o Resurface the asphalt pavement



PROJECT UPDATES

- Work on the south side of the street is underway. One-way traffic remains in the east-to-west direction
- Crews are removing curb, gutter, and sidewalk on the south side of the street, beginning on Gold Dust, heading west
- Following the removals, crews will form and pour the concrete for the new curb and gutter
- Electrical conduit is being placed underground, along with junction boxes for new lighting along the corridor
- Waterline work continues in the roadway. The travel lane may be adjusted according to the daily activities, however, it will always be marked with traffic cones
- Note: The light poles will be removed from the south side of the street. For the next month, all street lighting will be removed from Prospector Avenue. Please use caution when traveling at night, particularly regarding the one-way traffic
- For the safety of motorists, pedestrians, and the various construction crews in the area, the speed limit has been reduced to 25 mph on Prospector Avenue. Please be mindful of your surroundings and proceed through the corridor with caution and awareness
- Park City Police will be patrolling the area to enforce the one-way traffic operations. Violators will be fined

CONTACT INFORMATION

Corey Legge | Public Improvements Engineer | corey.legge@parkcity.org or prospectorave@utah.gov | 435.615-.5057

PROSPECTOR CONDOS REMODEL - 2015 PROSPECTOR AVENUE

On track

CONSTRUCTION DATES

- Construction is expected to begin on November 15, 2018 with a scheduled completion date of June 1, 2019

PROJECT DETAILS

- This is an internal remodel of 23 units. It is expected that all construction impacts will be limited to inside the property. No impacts should be seen on any public right away.

CONTACT INFORMATION

Jason Glidden | Housing Development Manager | jglidden@parkcity.org | 435.615.5268



WOODSIDE PARK | PHASE 1 | AFFORDABLE HOUSING

In progress

CONSTRUCTION DATES

- September 2017, proposed construction start, with anticipated completion scheduled for Spring 2019

PROJECT DETAILS

- The project entails the construction of 4 single family homes and 4 townhomes, and 4 accessory units
- Potential for partial street closures on both Park Avenue and Woodside Avenue
- Door-to-door outreach, emails, and neighborhood open house conducted fall 2017
- The former Park City fire station was demolished late September, 2017

CONTACT INFORMATION

Jason Glidden | Housing Development Manager | jglidden@parkcity.org | 435.615.5268

Rocio Torres Mora | Community Liaison | rocio.torres@parkcity.org | 435.615.5201

Council Agenda Item Report

Meeting Date: November 8, 2018

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: Work Session

Agenda Section: APPOINTMENT

Subject:

Consideration to Appoint Jason Glidden as the Representative for Park City Municipal in the Prospector Condominium Home Owners Association
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Prospector Condo HOA - City Representative Appointment Staff Report](#)

City Council Staff Report

Subject: Appointment of Representative to Prospector Condos Home Owners Association.

Author: Jason Glidden

Department: Community Development

Date: November 8, 2018

Type of Item: Administrative

Recommendation

Staff requests that City Council appoint Jason Glidden as representative for the City in the Prospector Condo Home Owners Association (HOA). As the City's representative, Mr. Glidden would be responsible to act in the best interest of the City when dealing with HOA issues.

Background

- 23 Units at Prospector Square Condos were purchased by Park City Municipal in April 2018, after a foreclosure and trustee's sale threatened to remove the affordable deed restrictions. The owner of the loan made it very clear that they intended to remodel and sell off the units without the restrictions.
- As part of this appointment, City Council would give Mr. Glidden the authority to vote in the best interest of the City on any items that do not include any large and long term contractual financial obligations (assessments, HOA dues, etc.).
- Any items that fall into this categorization would require Mr. Glidden to return to City Council to discuss and receive direction prior to providing a vote.
- The HOA has drafted a new set of CC&Rs and plan to hold a vote of it's' membership at the end of November to adopt these documents.
- With the City having the voting rights of 23 units, it is important that the City is actively monitoring and participating with HOA items.

Funding

- No funding is required for this appointment

Council Agenda Item Report

Meeting Date: November 8, 2018

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section: CONSIDERATION OF MINUTES

Subject:

Consideration to Approve the City Council Meeting Minutes from October 11 and 23, 2018

Suggested Action:

Attachments:

[October 11, 2018 Minutes](#)

[October 23, 2018 Minutes](#)



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

October 11, 2018

The Council of Park City, Summit County, Utah, met in open meeting on October 11, 2018, at 3:15 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss property at 3:15 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED

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

CLOSED SESSION *

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

Council Member Joyce moved to adjourn from Closed Meeting at 4:30 p.m. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

WORK SESSION

Pending Municipal Code Amendments Regarding RV Parking and Surface Materials for Parking Areas Discussion:

Tippe Morlan, Planner II, presented this item and indicated there was a problem with people parking their RVs in locations such as streets and on impervious surfaces, which affect public infrastructure, safe and appropriate parking, etc. Staff offered five options to address the issue and they recommended regulating where and when a vehicle could park, if space was available. Additional changes to the code would address paving surfaces, landscaping, and definitions.

Council Member Henney asked what role HOAs would play in the code amendments. Morlan indicated HOAs set rules that reflected the character of the neighborhood, and they could have stricter regulations than the City. Council Member Henney asked if

1 HOAs had expressed concern that the City was working at cross purposes. Morlan
2 indicated the HOAs had not shown concern with the code amendments. Council
3 Member Ware Peek asked if there would be RV size restrictions. Morlan stated staff
4 hadn't set those restrictions.

5
6 Council Member Gerber asked if the amendments would affect work trailers or snow
7 mobile trailers, since they were not RVs. Morlan stated that would be addressed in the
8 definition. Council Member Gerber asked if people could live in an RV to which Morlan
9 responded that people were not allowed to live in RVs. Council Member Worel asked if
10 allowing RVs to park in the driveway would move cars into the street. Morlan stated the
11 RVs would not be allowed to block the two standard parking spaces in driveways.

12
13 Mayor Beerman opened the meeting for public input.

14
15 Rhonda Sideris thanked Council for addressing this problem. She hoped RVs would not
16 be required to park on the side or back of residences.

17
18 Chuck Klingenstein thought staff was heading in the right direction. The side yard and
19 front yard options were nice. A concern was creating more paved surface because that
20 would increase a resident's storm water fee.

21
22 Mayor Beerman closed the public input portion of the meeting.

23
24 Council Member Ware Peek felt one should consider the worst type of RV that might be
25 allowed in considering these regulations. She knew there were so many scenarios it
26 was difficult to address them all.

27
28 Council Member Worel asked how long an RV could be parked in the street, to which
29 Morlan responded that it could be in the street 72 hours. Council Member Worel thought
30 it was important that the code was easy to understand and easy to enforce. She was
31 happy with staff's recommendation and thought other things would follow with regard to
32 parking on grass, etc.

33
34 Mayor Beerman thought the City should consider a maximum space in front yards for
35 hard surfaces. He also felt it would be wise to consider a maximum height and length for
36 RVs in the code. Council Member Gerber thought if the RV fit within the setbacks, it
37 should be allowed to be on a property. She suggested adding vegetation or a shed to
38 hide it. Council Member Joyce referred to the original problem and stated parking RVs
39 in the driveway would push vehicles into the street. He thought having the RVs in the
40 side yards and backyards would be the preferred option and noted this was not a simple
41 solution.

1 Anne Laurent agreed that having the RVs in the side yards and backyards was the
2 easiest to enforce, but indicated Council had previously asked staff to explore ways to
3 be more permissive in allowing RVs on residential property.
4

5 Council Member Henney liked the public input. He wanted the code to be simple
6 enough that individuals and HOAs could understand and then HOAs could enact stricter
7 regulations if they chose. He suggested having language for front yard pads that limited
8 non-motorized vehicles to 20 feet in length. He thought the City was headed in the right
9 direction. Council Member Joyce stated 60% of the neighbors didn't have HOAs and
10 wondered if the loose code language would be sufficient. Council Member Henney felt
11 comfortable with the proposed code and noted the safety issues had been addressed.
12

13 Council Member Gerber asked if the City would respond based on complaints. Downard
14 stated Code Enforcement would look at this issue proactively if there was clear direction
15 on what the policy should be.
16

17 Mayor Beerman asked if Council agreed with limiting front yard lengths. Council
18 Member Gerber wanted to approve the amendments as written and then see how it
19 worked. Council Members Ware Peek, Joyce, and Worel favored capping the front yard
20 lengths.
21

22 **State Road 224 Commercial Vehicle Inspections Update:**

23 Captain Andrew Leatham, Police Department, presented this item. He reviewed that
24 there was a dump truck that lost control recently and he wanted to explain the process
25 for inspecting such vehicles. He noted the community had a runaway ramp and a brake
26 check area, and felt it was very prepared for these types of incidents. He indicated the
27 City was receiving commercial vehicle scales from UDOT that would also help with
28 inspections.
29

30 Utah Highway Patrol (UHP) Lieutenant Anderson reviewed statistics on staff that made
31 inspections in Summit, Wasatch, Utah and Juab Counties. Captain Leatham reviewed
32 accidents since 2017 that involved commercial vehicles.
33

34 Council Member Worel asked if the police were focusing on the vehicles coming down
35 steep roads. Captain Leatham affirmed and stated most of the inspections were done
36 on flat, wide spaces. Officers would sit on SR 224 or SR 248 and watch for the vehicles
37 coming into town or leaving town. He noted officers could also find trucks on steep
38 areas but would take them to a flat area to inspect the vehicles. Council Member Worel
39 asked if there were certain violations that resulted in a citation. Lt. Anderson stated
40 anyone who was certified had the authority to inspect and/or cite a vehicle under the
41 federal and local codes.
42

Council Member Henney asked about the Jake brakes and stated the City prohibited them unless they were used in emergency situations. Captain Leatham affirmed they could be used in emergencies or in certain areas of the City such as the top of Ontario Canyon to Hillside, Royal Street, and Arie.

Council Member Joyce expressed concern with 20% of the trucks failing inspections, and asked how that number could be reduced. Lt. Anderson indicated the certified inspectors could pull over vehicles without cause to maintain safety. UHP did a lot of education to promote safer commercial vehicles. Captain Leatham stated Park City worked with UHP to improve safety. He hoped the targeted inspections would help and noted these inspections by the officers and UHP were making a difference.

REGULAR MEETING

I) ROLL CALL

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

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF Council Questions and Comments

Council Member Worel attended a Project ABC Steering Committee meeting and she distributed copies of the Arts and Culture Community Culture plan. She attended a housing workshop for a group for people over 21 years old with Autism. She met with the Mental Health Alliance and they were still working on their RFP. She attended a Historical Society meeting and they adopted their three year strategic plan. She attended the Leadership 24 party and welcomed Class 25, and Adam Strachan received the Leadership award at that event. She and Mayor Beerman met with the McPolin PTO, the Schools Superintendent, and the School Board and talked about many different topics. She attended the Peace House Board meeting and indicated the Certificate of Occupancy for the new shelter should be given by May, 2019. She reminded everyone of a domestic violence candlelight vigil next Wednesday at 6:00p.m.

1 She noted a group coming to town for a conference would be serving PC Tots by
2 painting, cleaning and installing new flooring at the daycare. A read-a-thon was also
3 scheduled for PC Tots classes. She announced the Park City Women's Expo at
4 Prospector this Saturday and Sunday.

5
6 Council Member Joyce attended the Regional Water meeting and noted the City would
7 receive more contracts for approval in the near future for water sharing in emergency
8 situations and/or for selling surplus water. He also noted the Prospector HOA project
9 was almost ready for paving.

10
11 Council Member Gerber attended the Park City Area Lodging Association and attended
12 a listening tour with the School District with Council Member Joyce.

13
14 Council Member Ware Peek attended the Recreation Advisory Board (RAB) meeting
15 where they reviewed a park at Park City Heights and noted the neighborhood parks
16 were lobbying for pickleball. She went with Mayor Beerman on the Park City Education
17 Foundation school tour to different local schools and they saw programs that weren't as
18 visible to the public as Bright Futures. She hoped the City could look into affordable
19 internet. Diane Foster stated this had been done with an internet provider, but people
20 were not willing to sign up because they didn't want to give their names. Mayor
21 Beerman noted most students without internet lived in the County.

22
23 Mayor Beerman stated Back to School day was great, and he liked hearing from the
24 McPolin PTO. He thought the visioning next year should include modules on education
25 and how schools affected the community. He also went on the school tour with Council
26 Member Ware Peek and saw after school programs and preschool programs. He
27 complimented the School District for their efforts.

28 29 **Staff Communications Report**

30 **1. Backhoe Report - October 2018**

31 Council Member Worel requested that future reports include a status section for each
32 project. Council Member Ware Peek asked about the progress on the 3rd and 4th Street
33 stairs project. Linda Jager stated Shorty's Stairs should be torn out this next week and
34 the entire project should be completed in a month.

35 36 **III) PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE** 37 **AGENDA)**

38
39 Mayor Beerman opened the meeting for those who wished to address the Council on
40 items not on the agenda.

41
42 Tina Smith spoke on solar panels in Old Town. She noted that she was denied panels
43 and then the City helped her obtain 10 panels for her home. She indicated the

regulations were getting stricter. She knew the City amended its Land Management Code to simplify solar panels, but she felt it made the process more complicated. She read a prepared statement on the inadequacies of the code language including the requirement of a unit being 105% energy efficient before allowing solar panels.

Mayor Beerman thanked Smith and indicated her feedback would help with the code amendments.

Jeff Brueninger stated he was one of the 23 Prospector tenants being made homeless by the City. He stated on May 23, the City went into his home and took the Direct TV. He felt it was a break in. No notices were given before the City staff entered the units. Some people said cockroaches and bedbugs were in the units. He emailed Rhoda Stauffer on the infestation and health and safety issue. The City didn't act on this infestation problem. He had heard the tenants would be evicted and bus drivers would be the new tenants. He stated the City gave preferences to senior citizens and ski resort employees. The restricted covenants indicated the tenants living there could remain. He noted the deed restrictions on the units would always apply. He reviewed a letter found on his door that stated the City was not responsible to obtain alternate housing for the tenants being evicted. He expressed frustration on the lack of communication between the City and the tenants. He asked how many of the tenants were offered free bus training or a Transit job with the City, or any City job where their skill sets could be used.

Jason Glidden updated Council on the tenant relocation and indicated 21 of the 23 units were occupied when the City bought the units. Five units were still occupied but three of those had move out dates.

Mayor Beerman closed the public input portion of the meeting.

IV) CONSENT AGENDA

1. Request to Approve and Ratify the City Manager's Execution of an Emergency Professional Services Agreement with Epic Engineering to Provide Public Improvement Inspection Services Which Primarily Include the Park City Heights Phase II, King's Crown, and Alice Claim developments in an Amount not to Exceed \$135,380.00

Council Member Joyce moved to approve the Consent Agenda. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

V) OLD BUSINESS

1. Public Meeting to Allow Arguments from the Public for and Against the Issuance of General Obligation Open Space Bonds to Acquire, Improve and Forever Preserve Open Space, Park and Recreational Land Located in Treasure Hill and Armstrong/Snow Ranch Pasture in Order to Protect the Conservation Values Thereof, to Eliminate Any Future Commercial or Residential Development, and to Make Limited Improvements for Public Access, Trailhead Parking and Use, in an Amount not to Exceed \$48,000,000 and to Mature in No More than 16 Years from the Date or Dates of Such Bonds:

Nate Rockwood stated there was a public hearing on September 12th and tonight was another public meeting to hear arguments for and against the open space bond. The formal arguments for and against the bond were posted on the City website and would be mailed to registered voters.

Cindy Matsumoto spoke in favor of the bond and Steve Streamer spoke against the bond.

Matsumoto thanked the members of the community that supported the bond. Many people thought of the property as open space and were opposed to development on these parcels. She felt the best way to keep people in the community was to preserve the land. For over 30 years, the elected officials and community members worked to preserve Treasure Hill. She noted the average annual cost to preserve the land would be \$194 for 15 years. She urged the citizens to vote for it.

Streamer read his statement opposing the bond and stated only 10 acres of land would be developed on Treasure Hill, which equaled \$8 million per acre. He felt the proponents of the open space were inflating the size of the project. The renderings all showed the development would be 1,000,000 square feet or the size of 10 Walmarts. His calculations showed the square footage equaled five Walmarts. This was too much money. Park City would also have a \$100-\$150 million school bond during the life of the open space bond. He knew Old Town residents did not want construction. Main Street was the heart of tourism and Park City should not pay for an amenity to tourism. He had been told to drink fewer lattes, less beer, and eat out less. He felt the Armstrong property should be preserved. He urged voters to say no and instead start a Treasure tax on tourism to pay for it.

Matsumoto stated it didn't matter if it was 10 Walmarts or two and a half Walmarts, the development would be ugly and she wanted the community to remain as a beautiful natural setting that could be enjoyed by all. She also supported the schools and wanted a good education for all children. She knew in the past it could have been purchased cheaper, but the time to purchase it was now.

1 Streamer reiterated that Treasure was too expensive, and it should not be paid for with
2 a property tax.

3
4 Mayor Beerman opened the public hearing.

5
6 Arnie Rusten stated he was involved in this project for four years. He was a fact checker
7 and indicated members of Thinc used the 104,000 square feet figure given by a
8 Walmart manager to calculate 10 Walmarts would equal the proposed development for
9 Treasure Hill. He also verified the size of the project with the developer's plans.

10
11 John Stafsholt felt Streamer's assertions were wrong. Treasure Hill was 123 acres and
12 density on the entire parcel would be removed. He indicated that Streamer wanted a
13 Treasure Tourism tax, but 85% of the bond would be paid by businesses and second
14 homeowners, with only 15% paid for by primary residents. There was also an open
15 space tax already in place. Open space and school bonds were similar because they
16 would both benefit the community. A "NO" vote would accelerate the project and
17 development would proceed.

18
19 Kyra Parkhurst stated Streamer favored open space and hoped being on opposing
20 sides of this issue was just a communication issue. For 15 years, developers and
21 architects had been in Planning Commission meetings. This project was not going
22 away. Other open space parcels were valued by the community and nobody regretted
23 those purchases. The things that made Park City special were not free. If the
24 development proceeded, there would be 10 years of construction, blasting, noise, and
25 traffic congestion.

26
27 Niels Vernaguard discussed the difference between the open space bond and the
28 proposed school bond. Park City would only make up 25% of taxpayers that would pay
29 for the school bond. He read a statement from the School District that indicated the
30 master plan for schools would be evaluated during this school year before any decision
31 of a bond would be made. Streamer's assumption of the school bond was erroneous.
32 Vernaguard supported the open space bond.

33
34 Robin Sletten, Thinc member, stated her family moved here in 1992 for the lifestyle. If
35 the bond didn't pass, there would be huge buildings towering over Main Street. The
36 years go fast and the most positive thing the community could do would be to preserve
37 the town that brought them here.

38
39 Mary Whitesides gave some quotes on open space. She indicated open space provided
40 homes for flora and fauna. That same land cleansed storm water. Being exposed to
41 sunlight and fresh air contributed to human happiness. She noted several other benefits
42 of open space.

Bart O'Dell stated Thinc had been working on mitigating the Treasure Hill Development project for three years. He wished those who opposed the bond would get involved. Some thought Sweeney was getting too much money, but he could sell it and get more than the City was paying. He supported the bond. He thanked those who worked so hard on this.

Mayor Beerman closed the public hearing.

2. Consideration to Adopt Resolution 25-2018, a Resolution Annexing Mountain Top Subdivision into the Boundaries of Park City Water Service District, Approve the Final Local Entity Plat, and Authorize the Mayor to Execute the Annexation Agreement between Park City Municipal Corporation and Mountaintop Subdivision Association of Property Owners and to Execute the Notice of Impending Boundary Action

Clint McAfee and Tom Daley presented this item and gave an overview of Mountain Top Subdivision. McAfee indicated the subdivision's well failed and Park City provided emergency water for the 12 homes. In May, the City authorized a surplus water agreement with Mountain Top and in August the subdivision applied for annexation. Park City Water Service District had the ability to sell water. The boundary for the Water District was the same as the Municipal boundary. A report was provided that concluded there was adequate water for the Mountain Top Subdivision. There would be a pumping deficiency, but McAfee was not worried about that and noted a new pumping station was planned. He indicated that Mountain Top would be paying for all costs associated with the annexation into the Water Service District including impact fees. He noted the residents of the subdivision agreed to abandon the existing well easement and relinquish all water rights.

Council Member Ware Peek asked how many other properties were on wells in that area. It was indicated two other properties had wells and they were having issues with them. Council Member Ware Peek stated this annexation was more expensive than digging new wells. The petitioner stated the problem with wells was there was not the capacity for fire protection. Council Member Ware Peek felt the other two properties would eventually petition for annexation as well.

Council Member Worel wanted to clarify that the subdivision was paying for the infrastructure and then the City would pay for maintenance and replacement. Council Member Gerber asked if the Mountain Top residents would be on the same storm water plan. McAfee stated the City was not responsible to provide storm water services since they were outside the municipality.

Council Member Ware Peek asked if the water rights would be resold to which Daley responded they were contracts with Weber Basin and they would go back to Weber Basin. Weber Basin could then enter into contracts with someone else.

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

Council Member Ware Peek moved to approve Resolution 25-2018, a resolution annexing Mountain Top Subdivision into the boundaries of Park City Water Service District, approve the final local entity plat, and authorize the Mayor to execute the annexation agreement between Park City Municipal Corporation and Mountaintop Subdivision Association of Property Owners and to execute the Notice of Impending Boundary Action. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

3. Consideration to Continue Support of the Winter Balcony Enclosures Pilot Program on Main Street and Approve an Encroachment Agreement to Allow an Enclosed Balcony Over a Public Pedestrian Right-Of-Way for the 2018-2019 Winter Season:

Anya Grahm, Senior Planner, presented this item. She indicated Riverhorse applied for the winter balcony enclosure and she requested the pilot program be renewed for five years. She noted there was interest for this program by other retail businesses as well.

Council Member Gerber expressed concern if the winter balcony enclosures were ever allowed permanently, that many businesses with decks could request enclosures which could eliminate parking, and asked how this compared to the summer dining decks, which held more patrons but took away parking spaces on Main Street. Grahm stated in the summer people were sitting on the decks and not in the restaurants, but in the winter, the restaurants were full and the decks were an expansion.

Council Member Ware Peek asked how many restaurants would be eligible under the pilot program, to which Grahm responded three to five restaurants would be eligible to participate with the enclosures. Mayor Beerman stated the pilot program worked in the past and there hadn't been any problems.

Council Member Joyce felt there should be something more substantial since it was in place for six months. Grahm stated the restaurants were not allowed to build over their property line.

Council Member Ware Peek asked about the mitigation of the installation and indicated the last few times it was disruptive. Grahn stated there were concerns with the dates of installation and deconstruction so new installation and deconstruction dates were determined and added to the agreement.

Council Member Worel stated there was an ice slick under the balcony and she saw people fall. Grahn indicated the Building Department was working with Riverhorse to mitigate the ice. It was suggested a condition could be put in the agreement to clear the sidewalk.

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

Council Member Joyce moved to approve the continued support of the Winter Balcony Enclosures Pilot Program on Main Street and approve an Encroachment Agreement to allow an enclosed balcony over a public pedestrian right-of-way for the 2018-2019 winter season, with the condition that it is the restaurant's responsibility to clear the ice from the sidewalk under the balcony. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

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

VI) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder



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

October 23, 2018

The Council of Park City, Summit County, Utah, met in open meeting on October 23, 2018, at 4:15 p.m. in the City Council Chambers.

Council Member Ware Peek moved to close the meeting to discuss property and personnel at 4:15 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED

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

CLOSED SESSION

Council Member Gerber moved to adjourn from Closed Meeting at 6:00 p.m. Council Member Worel seconded the motion.

RESULT: APPROVED

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

REGULAR MEETING - 6:00 p.m.

I) ROLL CALL

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

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Worel moderated a panel at the Park City Women's Expo and rode along with a police officer looking for trucks to inspect. She also attended the Mental Health Alliance Executive Committee and indicated the RFP was anticipated to be distributed in January.

Council Member Ware Peek attended the Historic Park City Alliance (HPCA) meeting where parking at Sundance was discussed. She attended Rotary where she heard about a new program that would provide free internet to 100 families in town.

Council Member Gerber noted that people were inquiring about rentals in the City and stressed the difficulty involved in finding housing.

Council Member Joyce indicated Prospector was paved.

Council Member Henney attended the Joint Transportation Advisory Board (JTAB) meeting. He indicated the Ecker Hill access was worked out with regard to transit and bus service to Kamas was increased.

Mayor Beerman stated the community engagement event at the McPolin Barn was successful. He also discussed climate change and noted the United Nation's analysis, and asked Council if the City could move up the goal for renewable energy to which the response was affirmative. Luke Cartin indicated he would speak on this issue with Council at the end of November.

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

Mayor Beerman opened the meeting for those who wished to address the Council on items not on the agenda.

Katie Wright, Executive Director of Park City Community Foundation, thanked Council and staff for their work with Social Equity. The contract was now in place and her team was starting to work on the needs of Park City's most vulnerable groups.

Anna Frachou, Park City Community Foundation Board member, thanked the City for selecting them to be the convener for Social Equity.

Diego Zegarra, Park City Community Foundation, also thanked staff for this opportunity.

Mayor Beerman closed the public input portion of the meeting.

IV) CONSENT AGENDA

1. Request to Approve Resolution 26-2018, a Resolution Declaring November 1, 2018 as "Extra Mile Day" in Park City, Utah:

2. Request to Authorize the City Manager to Sign a Professional Services Agreement with CivicPlus for Recreation Management Software and Implementation Services that Shall Not Exceed \$52,500.00 in a Form Approved by the City Attorney's Office:

3. Request to Approve and Ratify the City Manager's Execution of an Emergency Construction Agreement with Beck Construction & Excavation, Inc. for the Replacement of Two - 8 Inch Water Mains and Associated Pipe Appurtenances, in an Amount Not to Exceed \$215,545.00:

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

RESULT: APPROVED

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

V) NEW BUSINESS

1. Consideration to Approve Resolution 27-2018, a Resolution Proclaiming November, 2018, as "Park City Diabetes Awareness Month."

Mayor Beerman opened the meeting for public input.

Aimee Armer with the Peoples Health Clinic spoke about the dangers of diabetes, the importance of being tested for diabetes, and getting treatment for those diagnosed with diabetes.

Mayor Beerman closed the public input portion of the meeting.

Council Member Worel moved to approve Resolution 27-2018, a resolution proclaiming November, 2018, as "Park City Diabetes Awareness Month." Council Member Ware Peek seconded the motion.

RESULT: APPROVED

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

2. Consideration to Approve Ordinance No. 2018-53, an Ordinance approving the 1406 Park Avenue Plat Amendment, located at 1406 Park Avenue, Park City, Utah:

Council Member Gerber asked how the average lot size was determined. Anya Grahn explained her estimate.

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

Council Member Worel moved to approve Ordinance No. 2018-53, an ordinance approving the 1406 Park Avenue Plat Amendment, located at 1406 Park Avenue, Park City, Utah. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

3. Consideration to Approve Ordinance No. 2018-54, an Ordinance Approving the Moon Shadow Condominiums Plat, Located on Lot 1 of the Village at Empire Pass North Subdivision, Park City, Utah:

Kirsten Whetstone presented this item with Rich Wagner and Jeff Butterworth from Storied Development. Whetstone indicated a total of 60 Planned Urban Development (PUD) style units were allowed and these eight units up for approval would complete the total. It was noted there would be open space and trails within the plat.

Council Member Ware Peek stated there was a significant disturbance on Lot 1. Butterworth explained a grading permit was pulled by Reddis before the property was acquired by Storied Development.

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

Council Member Ware Peek moved to approve Ordinance No. 2018-54, an ordinance approving the Moon Shadow Condominiums Plat, located on Lot 1 of the Village at Empire Pass North Subdivision, Park City, Utah. Council Member Worel seconded the motion.

RESULT: APPROVED

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

4. Request to Authorize the City Manager to Execute a Contract with Proterra, Inc., for a Total Amount of \$5,066,089.00 in a Form Approved by the City Attorney, for the Purchase of Seven (7) 35-Foot Battery-Electric Low Floor Buses, and Seven (7) Power Control System Depot Chargers, Through the Federal Transit Administration (FTA) 5339c "Low-No Emission" Grant Program in Partnership

with the Utah Department of Transportation (UDOT) in an Amount Not to Exceed \$1,063,879 of Local Matched Funds:

Blake Fannesbeck presented this item. He estimated the seven electric buses would arrive in January and February, 2019. This model was a super charge bus and should function without being charged during the day.

Council Member Gerber asked if there would be a new route for these buses or would the new buses be interspersed with the other buses, to which Fannesbeck indicated the new buses were replacing older, diesel buses and would be taking over the current routes. Council Member Joyce asked what was done with the old buses. Fannesbeck stated when buses were 12 years old, they went to auction. Council Member Joyce asked if shuttle size buses had been considered. Fannesbeck indicated the shuttle size electric bus options were increasing and in two to three years the shuttle buses and vans should be on the market.

Council Member Worel asked if the new buses would have enough power to make it up the canyon. Fannesbeck responded that would occur with the next generation of buses. Council Member Ware Peek asked if the noise from diesel buses would be a consideration in the placement of electric buses around town. Fannesbeck stated he would mix in the buses to see how they performed on all routes. Then a decision would be made for permanent placement. Council Member Ware Peek asked if the current electric buses at the City could be upgraded to dual drive buses, to which Fannesbeck stated that the upgrade was not possible.

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

Council Member Gerber moved to authorize the City Manager to execute a contract with Proterra, Inc., for a total amount of \$5,066,089.00 in a form approved by the City Attorney, for the purchase of seven (7) 35-foot battery-electric low floor buses, and seven (7) power control system depot chargers, through the Federal Transit Administration (FTA) 5339c "Low-No Emission" Grant Program in partnership with the Utah Department of Transportation (UDOT) in an amount not to exceed \$1,063,879 of local matched funds. Council Member Joyce seconded the motion.

RESULT: APPROVED

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

5. Consideration to Authorize the City Manager to Execute a Contract with Hidden Peak Electric Company, LLC. a General Contractor, in an Amount Not to Exceed \$260,000 in a Form Approved by the City Attorney, for the Construction Work Associated with a Phase of the Electric Depot Charger Installation Project:

Fonnesbeck indicated this was a contract to upgrade the electrical in the bus barn in order to accommodate the charging station for the new buses.

Council Member Worel asked if there would be other phases involved in the charging station. Fonnesbeck clarified that with future bus purchases more chargers would be needed, but this contract would be for the seven buses that were currently being purchased.

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

Council Member Ware Peek moved to authorize the City Manager to execute a contract with Hidden Peak Electric Company, LLC., a general contractor, in an amount not to exceed \$260,000 in a form approved by the City Attorney, for the construction work associated with a phase of the Electric Depot Charger Installation Project. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

6. Consideration to Approve Triple Crown Sports (TCS) Date Change Request for 2019 and Resolving a Calendar Conflict between Triple Crown and Additional Events for 2020, in a Form Approved by the City Attorney:

Jenny Diersen asked to continue this item because the parties would be meeting to discuss alternatives to the event conflict.

Mayor Beerman opened the meeting for public input.

Canice Harte introduced himself as the events manager at the Kimball Arts Center and stated he looked forward to working with Council and staff on the Arts Fest.

Mayor Beerman closed the public input portion of the meeting.

Council Member Henney moved to continue to a date uncertain Triple Crown Sports (TCS) date change request for 2019 and resolving a calendar conflict between Triple Crown and additional events for 2020. Council Member Gerber seconded the motion.

RESULT: CONTINUED TO A DATE UNCERTAIN

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

Mayor Beerman left for another commitment so Council Member Worel became Mayor Pro Tem for the remainder of the meeting.

(Item 7 was discussed after Item 8)

8. Consideration to Approve Ordinance 2018-55, an Ordinance Regulating Food Truck Locations and Amending the Municipal Code Title 4 Licensing and the Land Management Code of Park City, Utah, Amending 15-2.5-2 Uses in Historic Recreation Commercial (HRC) District; 15-2.6-2 Uses in Historic Commercial Business (HCB) District; 15-2.7-2 Uses in Recreation and Open Space (ROS) District; 15-2.13-2 Uses in Residential Development (RD) District; 15-2.14-2 Uses in Residential Development-Medium Density (RDM) District; 15-2.16-2 Uses in Recreation Commercial (RC) District; 15-2.17-2 Uses in Regional Commercial Overlay (RCO) District; 15-2.18-2 Uses in General Commercial (GC) District; 15-2.19-2 Uses in Light Industrial (LI) District; 15-2.22-2 Uses in Public Use Transition (PUT) District; 15-2.23-2 Uses in Community Transition (CT) District; and 15-15 Defined Terms:

Jonathan Weidenhamer, Economic Development Manager, and Hannah Tyler, Planner II, presented this item. Tyler reviewed the State code had changed on May 8th with regard to food trucks. Before the code amendments, the City didn't allow food trucks. The code change stated food trucks were allowed in any zone that allowed restaurants. Staff was aligning the City Code with the State code.

The LMC would regulate where food trucks could be located, and the food truck itself, but it would not be able to regulate trucks that operated 10 hours or less per week. She reviewed that food trucks on City property and those on private property would be treated similarly.

Council Member Joyce requested language that would explain there were no regulations in place for a food truck on private property serving the public less than 10 hours a week. He asked if a food truck with an alcohol license could serve alcohol, and if that would be allowed on City property. Harrington stated the code intentionally did not address that, and indicated if that was a case, it would probably be a special event and they would have to go through the normal permitting process. Council Member Joyce asked if constraints should be placed on alcohol on City property. Harrington stated it should not be treated any different than other processes.

Council Member Henney asked if the deregulated trucks were a concern to Tyler. Tyler stated not being able to collect sales tax was a concern. She was told by the Food Truck League that it was not feasible for trucks to only come to Park City for two hours per day.

Council Member Ware Peek asked why there were no regulations for food trucks on construction sites. Weidenhamer indicated there were exceptions in the code to allow for food service to construction sites or other private property.

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

Council Member Gerber moved to approve Ordinance 2018-55, an ordinance regulating food truck locations and amending the Municipal Code Title 4 Licensing and the Land Management Code of Park City, Utah, amending 15-2.5-2 Uses in Historic Recreation Commercial (HRC) District; 15-2.6-2 Uses in Historic Commercial Business (HCB) District; 15-2.7-2 Uses in Recreation and Open Space (ROS) District; 15-2.13-2 Uses in Residential Development (RD) District; 15-2.14-2 Uses in Residential Development-Medium Density (RDM) District; 15-2.16-2 Uses in Recreation Commercial (RC) District; 15-2.17-2 Uses in Regional Commercial Overlay (RCO) District; 15-2.18-2 Uses in General Commercial (GC) District; 15-2.19-2 Uses in Light Industrial (LI) District; 15-2.22-2 Uses in Public Use Transition (PUT) District; 15-2.23-2 Uses in Community Transition (CT) District; and 15-15 Defined Terms, subject to the amendment of the definition of Food Truck Location in 4-1-1.19 to clarify public versus private sales and also a typo in 4-1-1.27, which should be 28. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

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

7. Consideration to Issue a Request(s) for Proposals for Food Trucks on the Following Public Property: Adjacent to the Silver King Coffee shop and Bob Wells Plaza; and to Pre-Qualify Vendors for City Facilities Including the City Park, MARC, and Ice Rink:

Weidenhamer and Tyler continued their presentation and Weidenhamer indicated there was a lot of public outreach on this item. Food trucks brought affordable food, vitality in the Arts and Culture District and amenities at City recreation facilities. He noted he recommended food trucks being allowed at the the rec facilities, the Bob Wells Plaza and Silver King Coffee Shop. He had conversations with downtown restaurants that would be impacted the most, and reported the owners understood the situation and requested a level playing field between the restaurants and food trucks.

Weidenhamer felt the code amendments helped make the competition fair. He asked if Council approved the recommended locations. Council Member Henney asked why Bob Wells Plaza was chosen. Weidenhamer stated this location was chosen because there was no residential area around it, and it was close to the parking garage.

Council Member Ware Peek favored the program coming to town. She asked how the parking would work at Bob Wells Plaza. Weidenhamer stated the parking would have to be reserved part of the day. Council Member Ware Peek indicated young people might like the food trucks since they weren't allowed in the bars at night.

Council Member Joyce asked if outreach was performed with the food trucks. Weidenhamer stated the Food Truck League was organized and trucks were dispatched to different areas. He thought food trucks in Park City might start slow, but they would grow over time. Bruce Erickson stated he had dealt with food trucks for special events and he knew what worked and what didn't work. Council Member Worel asked if food trucks had to idle in order to keep food cold. Erickson stated the trucks had generators to power the refrigeration, etc.

With regard to pre-qualifying vendors for City facilities and allowing the facility manager to use their discretion for terms and conditions, Council agreed that having the managers' input was fair.

Mayor Pro Tem Worel opened the meeting for public input. No comments were given. Mayor Pro Tem Worel closed the public input portion of the meeting.

Bruce Erickson thanked Weidenhamer, Tyler, the Finance and Legal Departments for all their work to get this code amendment passed.

VI) ADJOURNMENT

VII) PARK CITY WATER SERVICE DISTRICT MEETING

I) ROLL CALL

Attendee Name	Status
Chairperson Pro Tem Nann Worel Committee Member Becca Gerber Committee Member Tim Henney Committee Member Steve Joyce Committee Member Lynn Ware Peek Matt Dias, Assistant City Manager Mark Harrington, City Attorney Michelle Kellogg, City Recorder	Present
Chair Andy Beerman	Absent

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

Chair Pro Tem Worel excused Chair Beerman. Chair Pro Tem Worel opened the meeting for those who wished to address the Committee on items not on the agenda. No comments were given. Chair Pro Tem Worel closed the public input portion of the meeting.

III) NEW BUSINESS

1. Consideration to Authorize the City Manager to Execute an Amendment Which Would Extend to October 31, 2019 the Terms of the October 8, 1991 Water Supply Agreement between Salt Lake City Corporation and Park City Municipal Corporation as Currently Amended:

Tom Daley Assistant City Manager, indicated this was the third time this agreement had been amended. The amendment was to expand the lease to year-round. By approving the amendment tonight, Park City would use Salt Lake City's water in the winter and Vail would use it to make snow, and Vail would let Park City use the water for the golf course in the summer.

Chair Pro Tem Worel opened the meeting for public input. No comments were given. Chair Pro Tem Worel closed the public input portion of the meeting.

Council Member Joyce asked if this lease was going to be amended each year. Daley stated they were working on a long term lease. Council Member Joyce stated code changes were being made that would allow water rights to go from City to City.

Council Member Gerber moved to authorize the City Manager to execute an amendment which would extend to October 31, 2019 the terms of the October 8, 1991 Water Supply Agreement between Salt Lake City Corporation and Park City Municipal Corporation as currently amended. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

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

IV) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: November 8, 2018

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject:

Request to Approve Resolution 28-2018, a Resolution Declaring November 24, 2018 as "Small Business Saturday" in Park City, Utah

Suggested Action:

Attachments:

[Small Business Saturday Staff Report](#)

[Small Business Saturday Resolution](#)



City Council Staff Report

Subject: Small Business Saturday
Author: Michelle Kellogg
Department: Executive
Date: November 8, 2018
Type of Item: Administrative

Summary Recommendation

Approve the proposed resolution proclaiming November 24, 2018, as “Small Business Saturday” in Park City, Utah.

Executive Summary

Small businesses are the lifeblood of our city, and we salute small business owners, entrepreneurs, and employees for enhancing our community and expanding opportunities for all the citizens of Park City and the surrounding communities. The hard work and ingenuity of our small business men and women are helping to sustain our economic strength, vitality and authenticity. Small Business Saturday recognizes and celebrates our many outstanding small business owners and employees for their unique contributions to the Park City economy and for their entrepreneurial spirit.

Small Business Saturday is a campaign conceived by American Express, first observed in 2010. The company reported that more than \$5.5 billion was spent at independently-owned businesses on this day in 2014. Small businesses employ over 55 percent of the working population in the United States. Eighty-nine percent of consumers in the United States agree that small businesses contribute positively to the local community by supplying jobs and generating tax revenue and eighty-seven percent of consumers in the United States agree that it is important for people to support small businesses that they value in their community.

The Opportunity

By proclaiming Saturday, November 24, 2018, Small Business Saturday, Park City will be joining in a nationwide effort to steer shoppers toward local independently-owned businesses during the holiday season and urge the residents of our community and communities across the country to support small businesses and merchants throughout the year.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Staff recommends Council approve the proposed resolution in support Small Business Saturday on November 24, 2018.

Pros

- a. The resolution demonstrates the City’s support of small businesses.
- b. The resolution promotes shopping at locally owned businesses.
- c. Supporting this resolution could result in increased sales tax revenue.

Cons

- a. No impact on the business community.

Consequences of Selecting This Alternative

Supporting this resolution will demonstrate that the City values its local businesses and promotes them in the community.

2. Null Alternative: No material impact.

Department Review

Legal and Executive Departments

Funding Source

There are no commitments associated with this resolution.



Resolution No. 28-2018

RESOLUTION DECLARING NOVEMBER 24, 2018, AS “SMALL BUSINESS SATURDAY”

Whereas, the government of Park City, Utah, celebrates our local small businesses and the contributions they make to our local economy and community. According to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States, which represent 99.7% of all businesses with employees in the United States, and are responsible for 65.9% of net new jobs created from 2000 to 2017; and

Whereas, small businesses employ 47.5% of the employees in the private sector in the United States; and

Whereas, 90% of consumers in the United States say Small Business Saturday has had a positive impact on their community; and

Whereas, 89% of consumers who are aware of Small Business Saturday said the day encourages them to Shop Small all year long; and

Whereas, 73% of consumers who reportedly Shopped Small at independently-owned retailers and restaurants on Small Business Saturday did so with friends or family; and

Whereas, the most reported reason for consumers aware of the day to shop and dine at small, independently-owned businesses was to support their community (64%); and

Whereas, Park City, Utah, supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

Whereas, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday,

Now, Therefore, the Mayor and City Council of Park City, Utah, do hereby proclaim November 24, 2018, as **SMALL BUSINESS SATURDAY** and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

Passed and adopted this 8th day of November, 2018.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Council Agenda Item Report

Meeting Date: November 8, 2018

Submitted by: Beth Bynan

Submitting Department: Finance & Accounting

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Approve Special Event Temporary Alcoholic Beverage License Applications for Operation During the 2019 Sundance Film Festival

Suggested Action:

Attachments:

[Liquor Staff Report](#)

[Exhibit A: Liquor List](#)

[Exhibit B: Map](#)



City Council Staff Report

Subject: Local Consent for Special Event Temporary Alcoholic Beverage Licenses during the 2019 Sundance Film Festival
Author: Beth Bynan, Business License Specialist
Department: Finance
Date: November 8, 2018
Type of Item: Consent

Summary Recommendation

Staff is requesting Council approval of the Special Event Temporary Alcoholic Beverage License (License) applications listed in Exhibit A for operation during the 2019 Sundance Film Festival (Festival).

Executive Summary

Exhibit A lists all License applicants to date pending approval. These applicants have completed all requirements for application, including insurance requirements and paid the applicable license fee. All locations in Exhibit A have been considered vibrant or meet one of the one-year vibrancy exceptions listed in the code and are eligible to be approved for a Single Event Temporary Liquor permit. Staff is requesting approval of the attached applicants to serve alcoholic beverages during the 2019 Festival.

Background

In the June 6, 2013, [Minutes](#), Council passed amendments to the requirement for a Single Event Temporary Liquor License during the time period of the Festival. One of those amendments requires City Council approval of all applications. There are instances in which the Park City Municipal (City) requires a License and the DABC does not (i.e. private parties). As stated in Municipal Code 4-6-2-(B)(1), all Single Event Temporary Liquor permit applications for the dates during the Sundance Film Festival are required to obtain Council approval no later than the last regularly scheduled meeting in the month of December.

Complete applications are accepted by the Finance Department and are then review by multiple departments. Once clearing department approval, all applications must also receive City Council approval. City Municipal Code 4-6-2(A)(2) allows City Council to choose to hold an emergency meeting to hear no more than twelve (12) applications for late approval. **If** an emergency meeting is held, no more than the first twelve complete applications to be submitted will be heard. A higher fee, pursuant to the fee schedule, may be required due to the expedited nature of the emergency meeting.

Condition of Approval:

In order to maintain life safety standards, staff recommends that security personnel (at a ratio of 1 security officer per 50 occupants) be required for all Single Event Temporary Alcoholic Beverage Licenses, for nightclubs, bars and similar uses. Staff recommends

that this security be included as a condition of approval for these identified sites as highlighted on Exhibit A. Staff included this condition of approval information in the 2019 Rules of the Road document to encourage compliance and reduce last minute surprises for event organizers and applicants. The Fire Marshall will be monitoring the security plan implementation occupancy ratios of these locations ensuring compliance life safety.

Sites approved through the Special Event process are separately regulated; security is addressed during that application process.

Vibrancy:

In accordance with 4-2-15 [Vibrant Commercial Storefronts](#), locations that have been deemed “dark” for two or more consecutive quarters and which do not meet any of the one-year allowed exceptions will not be eligible for a Single Event Temporary Liquor permit at that location. All of the locations listed in Exhibit A are either vibrant or have met one of the exceptions to vibrancy and are eligible to be approved for the Single Event Temporary Liquor permit.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Approve the Single Event Liquor Permit locations listed in Exhibit A

Pros

- a. The applicants will be able to serve liquor at their permitted locations.

Cons

- a. There are no anticipated negative impacts associated with approving the locations on Exhibit A.

- b. Null Alternative:** If Council does nothing and does not grant approval, the applicants will not be permitted to serve liquor at the specified locations.

Pros: There are no perceived positive impacts from doing nothing.

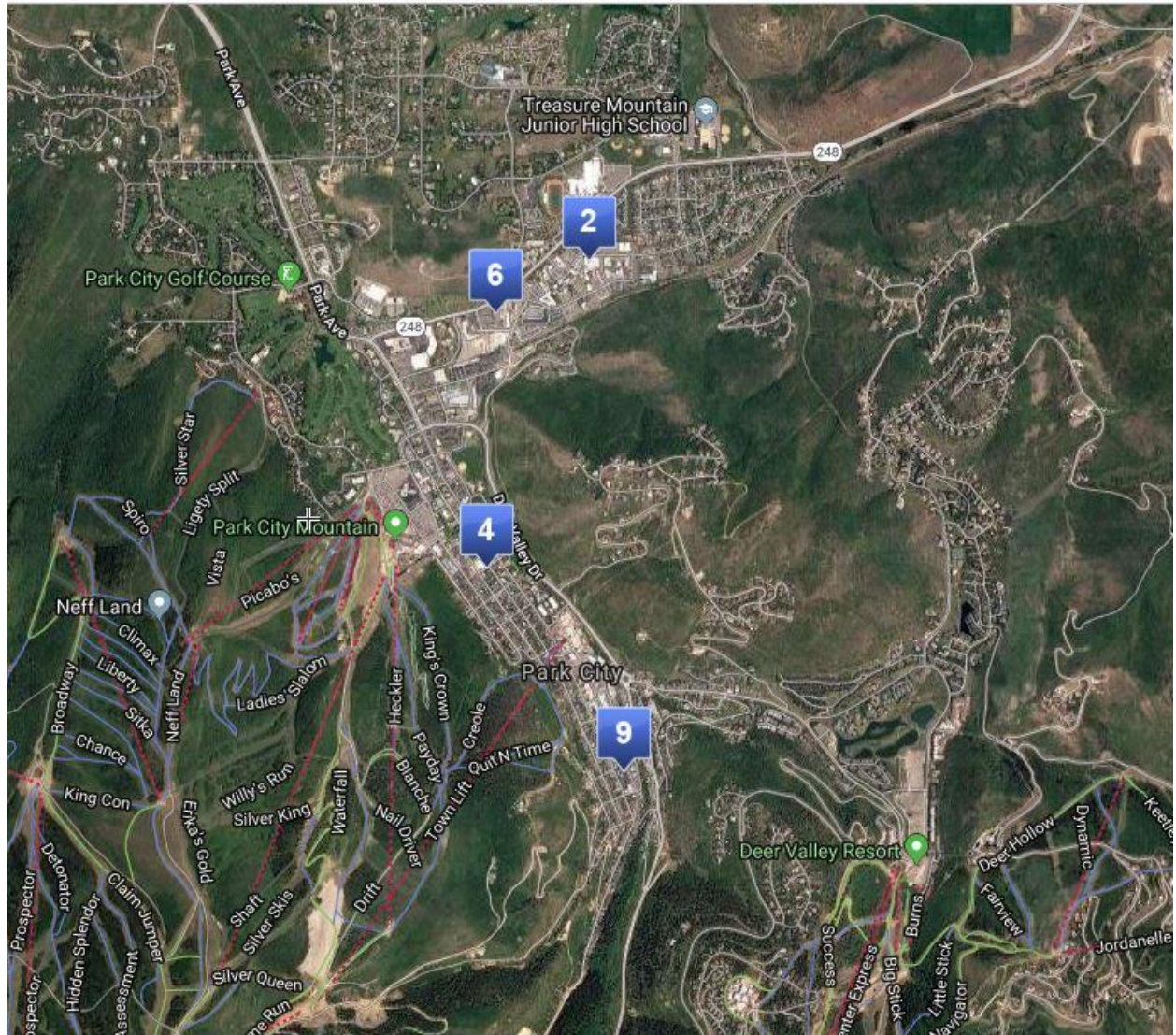
Cons: The applicants will not be able to serve liquor at their locations during the 2019 Sundance Film Festival.

Department Review

Finance, Special Events, Building, Sustainability, Legal, Executive

Attachments

Exhibit A- List of locations / Exhibit B- Map of Locations



Council Agenda Item Report

Meeting Date: November 8, 2018

Submitted by: Holly Lopez

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Authorize the City Manager to Enter into a Contract, in a Form Approved by the City Attorney's Office, with Advanced Engineering and Environmental Services, Inc. in an Amount Not to Exceed \$30,000.00, and SKM Engineering, LLC in an Amount Not to Exceed \$180,000.00, for Water System Supervisory Control and Data Acquisition (SCADA) and Telemetry System Integrator Services

Suggested Action:

Attachments:

[SCADA Staff Report](#)

City Council Staff Report

Subject: Water System SCADA Integrator Services
Author: Jake Rudolph, Water Treatment
Department: Public Utilities
Date: November 8, 2018
Type of Item: Administrative

Recommendation

Authorize the City Manager to enter into a contract, in a form approved by the City Attorney's office, with Advanced Engineering and Environmental Services, Inc. and SKM Engineering, LLC for Water System Supervisory Control and Data Acquisition (SCADA) and Telemetry System Integrator Services for programming, troubleshooting, and repair of water facilities telemetry communication and control systems in amounts not to exceed \$30,000.00 and \$180,000.00, respectively. This support will also include on-call and emergency SCADA services.

Background

- The water system is 100% reliant on a Supervisory Control and Data Acquisition (SCADA) system and Telemetry communication equipment that allows for remote operation of treatment plants, wells, pumping facilities, pressure reducing equipment, tank level sensors, etc.
- The SCADA system was replaced in 2015 and a two-year on call service contract was in place as part of the agreement thru July 31, 2018. This contract expired.
- SCADA programing support and telemetry system maintenance is routinely required on an ongoing and emergency basis for operations of the City's water treatment and distribution systems.
- Specialty skillsets are required to program the SCADA system and maintain, troubleshoot, and install water system telemetry equipment.
- Electrical safety condition assessments resulted in projects requiring electrical safety upgrades including associated SCADA programing and I/O checks to meet to code and safety standards at Middle School Well, Last Chance Pump Station, and No Lake Flat Pump Station.
- On-call SCADA system programming support is essential in the event of failure to critical sites year round and the immediacy of this support is critical during peak water demands and holiday seasons.
- These services will be critical when water system reliability and operability is even more precarious during the period when Spiro Water Treatment Plant is taken offline and Three Kings Water Treatment Plant is under construction.
- SCADA system software updates are pending including mobile access that require licensing, design implementation, and programming upgrades to our current user interface.
- Water system staff do not currently have specialty SCADA programming expertise.
- It is currently most cost effective to utilize a SCADA Integrator in lieu of hiring a new staff member.
- These contracts will be utilized over a 3-year contract term.

- The proposed budget will be split up over the next three years with estimated budget of \$10,000.00 per year for Advanced Engineering and Environmental Services, Inc. and \$60,000.00 per year for SKM Engineering, LLC. Spending estimates take into account out of state versus local response capabilities.
- The vendors may not receive the full amount of this contract as the City will spend these funds on an as-needed basis and is consistent with available funds.
- An RFQ was issued and the consultants were selected after staff review of proposals with awards to qualified vendors.

Funding

This funding is out of the approved water operations budget.

Council Agenda Item Report

Meeting Date: November 8, 2018

Submitted by: Holly Lopez

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Authorize the City Manager to Enter into a Contract, in a Form Approved by the City Attorney's Office, with Total Power & Controls, LLC for Water System Electrical Contractor Services in an Amount Not to Exceed \$330,000.00

Suggested Action:

Attachments:

[Electrical Contractor Staff Report](#)

City Council Staff Report

Subject: Water System Electrical Contractor Services
Author: Jake Rudolph, Water Treatment
Department: Public Utilities
Date: November 8, 2018
Type of Item: Administrative

Recommendation

Authorize the City Manager to enter into a contract, in a form approved by the City Attorney's office, with Total Power & Controls, LLC for Water System Electrical Contractor Services for electrical and control systems corrective and preventative maintenance, troubleshooting, and new installation at water treatment and distribution facilities in the amount not to exceed \$330,000.00. This support will also include on-call and emergency electrical contractor services.

Background

- The water system is 100% reliant on electrical power and associated components to operate treatment plants, wells, pumping facilities, pressure reducing equipment, tank level sensors, etc. and to operate the control systems that allow for remote operation of these facilities.
- Electrical and control system maintenance and support is routinely required on an ongoing and emergency basis for operations of the City's water treatment and distribution systems.
- Specialty electrician skillsets are required to maintain, troubleshoot, and install water system electrical equipment.
- Specialty electrical knowledge is required to conduct electric work safely.
- Electrical safety condition assessments resulted in projects requiring electrical safety upgrades to meet code and safety standards at Middle School Well, Last Chance Pump Station, No Lake Flat Pump Station, Chatham and Bald Eagle Pump Station.
- On-call Electrical and Control system support is essential in the event of failure to critical sites year round and the immediacy of this support is critical during peak water demands and holiday seasons.
- These services will be critical when water system reliability and operability is even more precarious during the period when Spiro Water Treatment Plant is taken offline and Three Kings Water Treatment Plant is under construction.
- Water system staff do not currently have specialty electrical expertise.
- Past work by this and other electrical contractors had previously been conducted through capital projects or under the \$15k contract limits. Staff has determined in coordination with Legal that the on call contracting mechanism is most appropriate considering the projects listed and continual support requirements.
- It is currently most cost effective to utilize an electrical contractor in lieu of hiring a new staff member.
- These contracts will be utilized over a 3-year contract term.
- There will be guaranteed work within the first year of the contract with an estimated cost of \$150,000.00.

- The remaining amount of the proposed budget will be split up over the next three years with estimated budget of \$60,000.00 per year.
- The vendor may not receive the full amount of this contract as the City will spend these funds on an as-needed basis and consistent with available funds.
- An RFQ was issued and the consultants were selected after staff review of proposals with awards to qualified vendors.

Funding

This funding is out of the approved water operations and CIP budgets.

Council Agenda Item Report

Meeting Date: November 8, 2018

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Approve a Construction Contract with International Center for Appropriate and Sustainable Technology (ICAST) for the Remodel of the Prospector Square Condos in an Amount Not to Exceed \$547,940.00 in a Form Approved by the City Attorney

Suggested Action:

Approve that construction contract with ICAST for the remodel of 23 units at Prospector Condos

Attachments:

[Prospector Condos Remodel Staff Report](#)



City Council Staff Report

Subject: International Center for Appropriate and Sustainable Technology (ICAST) – Prospector Square Condos Construction Contract

Author: Jason Glidden

Department: Community Development

Date: November 8, 2018

Type of Item: Administrative

Summary Recommendation

Staff recommends that the City Council approve the construction contract with International Center for Appropriate and Sustainable Technology (ICAST) for the remodel of the Prospector Square Condos that shall not exceed Five Hundred and Forty Seven Thousand, Nine Hundred and Forty Dollars (\$547,940.00) in a form approved by the City Attorney.

Executive Summary

- 23 Units at Prospector Square Condos were purchased by Park City Municipal in April 2018, after a foreclosure and trustee's sale threatened to remove the affordable deed restrictions. The owner of the loan made it very clear that they intended to remodel and sell off the units without the restrictions.
- The units were purchased with Transportation funds which require Transportation employees to occupy the units.
- Due the requirement to use the units for Transportation and existing health department issues which arose under the prior ownership, the City also needed to terminate the leases of existing tenants to perform the necessary corrective improvements. However, initial pest control was able to be performed without vacating the units so the City was able to provide the tenants with approximately six months additional notice of their lease termination than would have occurred if the foreclosure had proceeded with a new private sector owner.
- It was estimated at the time of purchase, each unit would need \$20,000 in upgrades to get the units compliant with current building code.
- Due to increase building costs since the purchase, along with unforeseen repairs, the cost to remodel per unit for this contract is almost \$24,000 per unit.
- Even with the additional remodel costs, the total funds spend on purchasing and remodeling these units will not exceed the current market rate for units similar in size and location.
- The Administrative Policy for Contracting & Purchasing Policy (Exhibit A) states that any project construction contracts totaling more than \$25,000 must be approved by City Council.

The Opportunity

Park City Transportation has experienced difficulty in hiring and retaining bus operators. Lack of housing options is one of the top reasons why applicants do not accept or apply

for open positions. By purchasing and remodeling the Prospector Square Condo units, Park City Transit will increase their ability to house employees and increase success in recruitment and retention.

Background

- The work is primarily for the internal remodel of 23 units including, upgrading plumbing, electrical inside the units. Built in kitchenettes along with murphy beds are also included in the remodel plans.
- A bid solicitation for construction services was advertised per the City's purchasing policy.
- Five bids were submitted. A bid opening occurred on October 18, 2018, and ICAST was the low bidder. A chart of the bids is presented in Attachment B of this report.
- The pricing reflects staff estimates but the City did have to add some items to the bid's overall scope after additional inspections revealed the need for additional upgrades, primarily electrical.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Staff recommends that City Council approve the construction contract with ICAST for the remodel of the Prospector Square Condos that shall not exceed Five Hundred and Forty Seven Thousand, Nine Hundred and Forty Dollars (\$547,940.00) in a form approved by the City Attorney.

Pros

- a. Helps to support Park City Transit's housing needs of the bus operators.
- b. Allows for the remodel updates needed for the units.

Cons

- a. Takes revenue away from Transit Housing fund.

2. **Null Alternative:** City Council could choose to not approve the contract.

Pros –

- a. Does not take money away from the Transit Housing Fund.

Cons –

- a. The upgrades that are needed for the units to meet current building code would not be completed.

3. **Other Alternatives:** Council could choose to re-bid the contract with a reduced scope.

Pros –

- a. Allows for potential cost reduction.

Cons –

- a. May not get all the upgrades needed for the units.

Department Review

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

Funding Source

The funding for the remodel of the Prospector Condos will come from the Capital Improvement Transit Fund project: CP0438 - Remodel for Transit Driver Housing

Attachments

- A ICAST – Construction Contract
- B Bid Tabulation Chart

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this 9 day of November, 2018, by and between PARK CITY MUNICIPAL CORPORATION, P O Box 1480, Park City, UT 84060, a municipal corporation of the State of Utah (hereinafter “City”), and International Center for Appropriate and Sustainable Technology (ICAST), which is a Colorado corporation, whose post office address is 7400 W 14th Ave. Lakewood, Colorado 80214, (hereinafter “Contractor”).

PURPOSE: For the project known as the Prospector Square Condos Remodel (hereinafter “Project”), which consists of the remodel of twenty three (23) studio units located at 2015 Prospector Avenue in Park City, Utah as described in the bid package (Attachment A).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

SECTION 1. SCOPE OF WORK. Contractor shall furnish all labor, materials and equipment to complete the Project, consisting of the work described in the Information for Bidders as the Basic Bid, which is made a part hereof by reference, herein called the “Project.”

The Project will be bound by the specifications referenced herein, according to the Advertisement for Bid, the Information for Bidders, the General Project Requirements and Specifications provided by City, the Bid of the Contractor, Bid Bond, Drawings, Notice of Award and Notice to Proceed, collectively referred to as the Contract Documents, all of which are incorporated herein by reference and on file in the Community Development Department. To the extent that this Agreement conflicts in any way with a proposed form agreement which may have been submitted as part of the bid specifications, this Agreement shall control.

If any of the work performed by Contractor in any phase of the Project does not meet City standards as outlined in the bid documents and specifications, then Contractor shall immediately repair or correct the work at no additional cost to City.

A. SUBCONTRACTORS. No part of this contract shall be subcontracted by the Contractor without prior written approval by City through the Project Manager/Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

If written approval is granted to subcontract a part of this contract, the Contractor shall require each subcontractor that physically performs services within Utah to submit an

affidavit to the Contractor stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee.

The Contractor shall, within ten (10) days of submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers and material men who supplied services or materials to the Project have been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.

If the City reasonably believes that Contractor has failed to pay Subcontractors, materialmen, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the Contractor, either pay unpaid bills or withhold from the release of Contractor's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

B. STANDARDS OF WORKMANSHIP. Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where Park City specifications exist (for example, asphalt, concrete, irrigation, sprinkling system and landscaping), they shall provide the benchmark for determination of acceptability.

C. INSPECTION AND TESTING. All materials and equipment used in the construction shall be subject to inspection by the Project Manager/Engineer. If laws, ordinances, rules or regulations of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than Project Manager/Engineer, the Contractor shall give the Project Manager/Engineer timely notice of readiness. Inspections, tests or approvals by the City or appropriate authorities will not relieve the Contractor from obligations to perform the work in accordance with the requirements of the Contract Documents and/or provisions. The Project Manager/Engineer and other designated persons will at all times have access to the work. All work shall ultimately be inspected for final acceptance by the Project Manager/Engineer within a reasonable time upon receipt of notice from the Contractor that work is complete and ready for final inspection.

During construction, the work will be inspected and observed by the Project Manager/Engineer or his designated representative. All work that is deficient or does not meet specifications shall be removed and replaced with proper material at Contractor's expense.

D. WARRANTY. Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of at least one (1) year following the date of substantial completion of the Project under the terms of the

performance bond or as provided in the project specifications and construction documents, whichever is longer.

E. ADOPTED CODES. All work shall be completed at a minimum in accordance with all building, electric and energy codes adopted by Park City.

SECTION 2. PERFORMANCE AND PAYMENT BONDS. Contractor shall furnish to the City payment and performance bonds satisfactory to the City guaranteeing Contractor's payment and performance, in the amount, for each separately, of one hundred percent (100%) of the Contract Amount.

SECTION 3. INSURANCE. Unless otherwise specified in the bid documents, the Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

The Contractor shall provide Park City Municipal Corporation a Certificate of Insurance evidencing:

A. General Liability insurance written on an occurrence basis with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if specifically requested; and employer's practices.

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

B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.

C. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.

Park City Municipal Corporation shall be named as an additional insured on general liability and auto liability insurance policies and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to request certified copies of any required policies. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

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

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor a total sum not to exceed Five Hundred and Forty Seven Thousand Nine Hundred and Forty Dollars (**\$547,940.00**) ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the Scope of Work described in Section 1.

SECTION 5. PERMITS AND FEES. As set out in Section 4 above, the Contract Amount includes the price of all normally applicable fees and permits. The City may, at its discretion, arrange for the waiver of certain fees, permits and expenses.

SECTION 6. TERMS OF PAYMENT. The City shall pay for services provided hereunder according to and in an aggregate amount not to exceed the Contract Amount or as detailed in an attached payment schedule (if attached, will be **Attachment A**) and only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

A. RETAINAGE. The City may, in its sole discretion; (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Agreement by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total project amount. As work nears completion and solely at the City's discretion, the City may reduce the retainage to an amount more in line with the work remaining. The City reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete. Any money withheld pursuant to this section shall be placed in an interest bearing account and the interest shall also be payable to the Contractor upon final payment.

Before final payment is made, the Contractor must submit evidence satisfactory to the City that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid for.

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until one hundred five (105) days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor.

The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his request a signed statement verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the Project.

B. FINAL PAYMENT. Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands and liability of the Contractor, its officers, agents, employees and subcontractors, whether communicated or not by the Contractor, except with respect to those matters referred to in writing delivered to the Contractor and approved in a signed writing by the Project Manager.

SECTION 7. COMPLETION TIME. The work on this Project shall commence within ten days of receipt of the Notice to Proceed and shall be completed by **June 1, 2019**. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **One Hundred Dollars (\$100.00)**, _____ (**Contractor Initials**) which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty.
TIME IS OF THE ESSENCE IN THIS AGREEMENT.

SECTION 8. ADDITIONAL WORK/CHANGE ORDERS. The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested, and shall reduce the payment to the Contractor for any reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to

the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in order of precedence listed below:

- A.** An agreed lump sum; or in the event the parties cannot agree; then
- B.** The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then
- C.** The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

SECTION 9. DISPUTES. Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which is not disposed of by Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City shall be final and conclusive, but shall not be arbitrary or unreasonable. Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

SECTION 10. DEFAULT, REMEDY AND TERMINATION. The City may terminate this agreement upon the occurrence of one or more of the following events:

- A.** If Contractor or any Subcontractor should substantially violate any of the provisions of this Agreement;
- B.** If Contractor substantially fails to perform any part of this Agreement;

C. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy two (72) hours;

D. If Contractor (1) shall become insolvent in a bankruptcy case; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. §101(11)), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing.

After serving ten (10) days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within ten (10) days after serving such notice, the violation is not corrected to City's reasonable satisfaction, the City then may take over the work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed for the service herein.

The Contractor shall be entitled to a hearing before a City hearing officer upon the issue of termination if it submits a written request therefore within seven (7) days of the service of the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of

the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this section.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 11. HOLD HARMLESS INDEMNIFICATION. The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or others; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

SECTION 12. CONTROLLING LAW AND ATTORNEY FEES AND COSTS. These general conditions shall be construed in accordance with and enforced under the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah. If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

SECTION 13. ASSIGNMENT. The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of the City, provided however, that claims for compensation due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to City.

SECTION 14. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices.

SECTION 15. SAFETY AND PROTECTION OF THE WORK. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or off the site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

The Contractor shall promptly remedy all damage or loss to any property referred to in this Section caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all cuttings, debris, equipment and unused material.

SECTION 16. UNENFORCEABLE CONTRACT, WAIVERS. In the event that any provision of this Agreement shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

SECTION 17. ENTIRE AGREEMENT. This Agreement represents the entire integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written modification signed by both parties.

SECTION 18. COMMENCEMENT OF WORK. Contractor will commence work as required by the specifications within ten (10) calendar days after receiving the NOTICE TO PROCEED.

SECTION 19. UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments, and any and all other necessary City work.

The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities, and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on the plans and specifications are approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Project work.

SECTION 20. HOURS AND DAYS OF WORK. All work performed by the Contractor, its subcontractors, materialmen, agents and employees shall be performed during work hours of 7:00 a.m. to 9:00 p.m. Monday through Saturday unless otherwise specified in a Conditional Use Permit or Construction Mitigation Plan. In individual Construction Mitigation Plans, the Building Official may further reduce the hours or days of work for Special Events or as other circumstances may reasonably warrant. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed. Interior work, however, may be allowed Monday through Sunday, with no limitation on hours for the following types of construction:

- A.** Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries
- B.** Construction of decks, patios, landscape walls less than 4 feet in height, and fences on individual single-family lots
- C.** Non-mechanized exterior painting on individual single-family residences
- D.** Non-mechanized landscaping on individual single-family residences
- E.** Survey work not involving grading or use of power equipment to cut vegetation.

Extended Hours Special Permit. The Building Official may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation, or modify or waive the hours of work on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants. In such cases, the Building Official shall issue a Special Permit identifying the extended hours. Contractor shall display the special permit on site.

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement

agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to the Art Festival, Film Festival, ski events, and holiday events.

SECTION 21. CONSTRUCTION PLANS. Contractor shall submit a Construction Mitigation Plan to be approved by the City Engineer or his designee, for all building permits. The Community Development Department may waive this requirement for minor remodels, additions and interior construction where the impact on adjacent property is minimal. This plan shall be written and shall address, to the satisfaction of the City Engineer or his designee:

A. Hours and Days of Operation. The Construction Mitigation Plan shall specify the daily construction start and finish times. Construction activity occurring outside of the times specified in Section 11-14-6 of the Park City Municipal Code may only be allowed by Special Permit issued by the Building Official or the City Engineer.

B. Parking. The Construction Mitigation Plan shall include a parking plan. Construction vehicle parking may be restricted at construction sites so as to not block reasonable public and safety vehicle access along streets and sidewalks. Construction parking in paid or permit only parking areas require the Public Works Department to review and approve a parking plan. The plan shall also include anticipated temporary parking, e.g. delivery vehicles, and large equipment parking.

C. Deliveries. The Construction Mitigation Plan shall identify proposed delivery locations and routes. Deliveries of construction materials and supplies including concrete may be regulated as to time and routing if such deliveries will cause unreasonable noise, parking, or access issues. In order to reduce the number of delivery trips to construction sites, the stockpiling of materials on or near the site may be required. In the case of multiple construction sites in close proximity, a common materials storage and staging site may be required.

D. Construction Phasing. Due to the narrow streets, small lot configuration, topography, traffic circulation, weather, construction parking and material staging problems, projects in the Historic District and other areas of the City may be required to be phased if more than one project is under construction in close enough proximity to create public safety or nuisance problems. In cases where phasing is deemed necessary by the City Engineer or his designee, the first project to receive a building permit shall have priority, however, the Building Official shall have the authority to phase projects as necessary to assure efficient, timely and safe construction.

E. Trash Management and Recycling. Construction sites shall provide adequate storage and a program for trash removal.

F. Control of Dust and Mud on Streets. A program for the control of dust or other airborne debris shall be required. Provision must be made to eliminate the tracking of mud on streets and a program shall be required to remove any such mud daily.

G. Noise. Construction activity shall not exceed the noise standards as specified in Section 6-3-9 of the Park City Municipal Code.

H. Grading and Excavation. Because of the truck hauling involved in grading and excavation, restrictions on trucking routes as well as the hours of operation may be necessary to mitigate the adverse impacts from such operations. Destination and total cubic yards of excavated material shall be noted.

I. Construction Sign Requirements. A sign, indicating the name of the party responsible for the Project shall be posted in a location where such sign is readable from the street or driveway to the construction site. The sign shall not exceed 12 square feet in size, six feet in height and shall not exceed a letter type of 4". Information on the sign shall include, at a minimum:

1. Name, address and phone number of contractor;
2. Name, address, and phone number of person responsible for the project; and
3. Phone number of party to call in case of emergency.

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

A. The Contractor shall obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. Containers may be placed in setback areas, provided that the placement of the container does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street or to accumulate on the site outside of the container, or in transit to the landfill or dump. The owner or contractor shall service the container as frequently as needed to prevent trash from over-flowing.

B. The Project site shall have permanent toilets, or an approved temporary toilet facility positioned in a location approved by the Building Department, at the rate of one toilet per fifteen on-site employees (1-15 employees = one toilet, 16-30 employees= two toilets and so on).

SECTION 23. OBEY LAWS.

A. The Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.

B. The Contractor shall register and participate in E-Verify, or an equivalent program. The Contractor agrees to verify employment eligibility through E-Verify, or an

equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.

SECTION 24. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Contractor will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.
- C. Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

SECTION 25. THIRD PARTY RIGHTS. Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 26. PROJECT MANAGER/ENGINEER. The Project Manager/Engineer for this Project is Dave Gustafson, or such other person designated by the City Engineer or Public Works Director to the Contractor orally or in writing.

SECTION 27. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed certified mail, postage pre-paid, or sent by facsimile transmission, to the parties at the following addresses:

Contractor: Ravi Malhotra, or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above;

Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

SECTION 28. SEVERABILITY. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this Agreement.

PARK CITY MUNICIPAL CORPORATION

Diane Foster, City Manager

ATTEST:

City Recorder's Office

APPROVED AS TO FORM:

City Attorney's Office

International Center for Appropriate and Sustainable Technology (ICAST)

7400 W 14th Avenue

Lakewood, Colorado 80214

Utah Contractor License No. 10774491-5501

Tax ID#: 10774491-5501

Signature

Printed name

Title

STATE OF UTAH)

) ss.

COUNTY OF SUMMIT)

On this ____ day of _____, 20____, personally appeared before me
_____, whose identity is personally known to me/or
proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed,
did say that he/she is the _____ (*title or office*) of
_____ Corporation by authority of its Bylaws/Resolution of the Board
of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as
_____ (*title*) for _____, a
_____ corporation.

Notary Public

ATTACHMENT A – BID PACKAGE

Prospector Condominiums Remodel
Park City, Utah

Project Manual

Bidding Documents, Requirements and
Specifications

October 2018

Park City Municipal Corporation

P.O. Box 1480
Park City, Utah 84060
435-615-5177



Advertisement for Bids

Park City Municipal Corporation Prospector Condominium project located at 2015 Prospector Avenue, Park City, Utah. Sealed bids for the construction must be received by Jason Glidden, Housing Development Manager, Park City Municipal Corporation, at the Office of Community Development, 445 Marsac Avenue, Park City, Utah 84060, **by 4:00 p.m. local time Thursday, October 18, 2018**, and then at 4:05 p.m. that same day and place will be publicly opened and read aloud. The work consists of the interior demolition and removal of 23 studio units (14 units in Phase 1 and 9 units in Phase 2, remodel of all units including electrical, plumbing, sheet rock, painting, and installation of appliances. The work will be broken down into two phases with the work required for Phase 1 to be completed by February 15, 2018, and the work required for Phase 2 to be completed by June 1, 2019. Bids will be in accordance with the Specifications as prepared for the project by Method Design, Inc. Bidding documents may be obtained from Park City Municipal Corporation, Community Development Office only via email request to Jason Glidden at jglidden@parkcity.org. A Bid Bond in the amount of five percent (5%) of the total bid is required. Specifications are currently on file and may be viewed at the Park City Municipal Community Development Office. The successful bidder will be required to furnish performance and payment bonds in the amount equal to 100% of the contract price. There will be a mandatory pre-bid meeting Tuesday, October 2, 2018, at 10:00 a.m. at the Prospector Condos, 2015 Prospector Avenue, Park City, Utah 84060. Direct all questions concerning the project in writing to Jason Glidden, Housing Development Manager, Park City Municipal Corporation, 445 Marsac Avenue, P.O. Box 1480, Park City, Utah 84060 **by 3:00 p.m., Friday, October 12, 2018**, via email to jglidden@parkcity.org. Park City Municipal Corporation reserves the right to reject any and all proposals for any reason and to waive any minor irregularities in any proposal.

INSTRUCTION TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

- A. Bidder – the individual or entity who submits a Bid directly to Owner.
- B. Issuing Office – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- C. Successful Bidder – the lowest responsible Bidder submitting a responsive Bid to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents must be used in preparing Bids. Neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualification to perform the Work, each Bidder must be prepared to submit upon Owner's request written evidence, such as financial data, previous experience, present commitments, and other such data as may be called for below or as required by Owner. Each Bid must contain evidence of Bidder's qualifications to do business in the state where the Project is located or covenant to obtain such qualifications prior to award of the contract. The General Contractor and all Sub-Contractors must have appropriate contractor licenses.

The Owner reserves the right to not award a contract to a bidder whose firm and project superintendent have not been in the contracting business for at least three (3) years and have not satisfactorily completed at least two (2) projects in each of the following categories:

- A. Projects similar in size and complexity to this project.

- B. Projects involving the re-construction of multi-family dwellings.

Submit a list of completed projects by the contractor of similar size and scope with contract information. Include a list of the name of the proposed subcontractor with similar experience for three (3) years on the sheet provided.

4. **EXAMINATION OF BIDDING DOCUMENTS AND SITE**

4.01 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work; (c) consider federal, State, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents; and (e) notify Engineer of all conflicts, errors, or discrepancies in the Contract Documents.

4.02 Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site are based upon information and data furnished to Owner and Engineer by owners of such underground facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof. Additional information may be obtained from utility providers.

4.03 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies, and obtain any additional information and data which pertain to the existing conditions (surface, subsurface, and utilities) at or contiguous to the site which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

4.04 Upon request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall repair, clean up, and restore the site to its former condition upon completion of such explorations.

4.05 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures required by the construction plans are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.06 The submission of a Bid will constitute an incontrovertible representation by bidder that Bidder has complied with every requirement of this Article 4, that without

exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents, and such means, methods, techniques, sequences, or procedures of construction as may be indicated in; or sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

5. INTERPRETATIONS AND ADDENDA

5.01 All questions about the meaning and intent of the Contract Documents shall be directed in writing **by 3:00 p.m., Friday, October 12, 2018**, to Jason Glidden, Housing Development Manager, Park City Municipal Corporation, via email to: jglidden@parkcity.org. Interpretations or clarifications considered necessary by PCMC/Project Manager in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by PCMC/Project Manager as having received the Bidding Documents. Questions received less than two (2) days prior to the date for opening of bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.02 Addenda may also be issued by Park City Municipal Corporation to modify the Bidding Documents and Park City Municipal Corporation reserves the right to change any dates or deadlines related to the bid submittal process.

6. BID SECURITY

6.01 Each Bid must be accompanied by Bid Security made payable to owner in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a Bid Bond issued by a surety.

6.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within Thirty (30) days after the Notice of Award, Owner may annul the Notice and Award and the Bid security of the Bidder will be forfeited. The Bid security of other bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the effective date of the Agreement or the forth-sixth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

7. CONTRACT TIME

The substantial completion date for Phase 1 shall be by no later than **February 1, 2019**. The final project completion date for Phase 1 will be no later than **February 15, 2019**.

The substantial completion date for Phase 2 shall be by no later than **May 15, 2019**.
The final project completion date for Phase 2 will be no later than **June 1, 2019**.

8. LIQUIDATED DAMAGES

There is a provision for liquidated damages are set forth in the Construction Agreement. Contractor agrees to pay One Hundred Dollars (\$100) per day and shall initial this provision on the Construction Agreement with PCMC.

9. SUBSTITUTE OR “OR-EQUAL” ITEMS

The contract, if awarded, will be on the basis of materials and equipment described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in the General Conditions and may be supplemented in the General Requirements.

10. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

A LIST OF ALL Subcontractors whom the Bidder will use to complete the work must accompany the Bid. The Owner reserves the right to accept or reject proposed Subcontractors. If a proposed Subcontractor is rejected, Contractor shall submit a substitute acceptable to the Owner and without an increase in Bid price.

11. BID FORM

11.01 The Bid Form is included with the Bidding Documents.

11.02 All blanks on the Bid Form must be completed in ink or by typewriter.

11.03 Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.04 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.05 All names must be typed or printed below the signature.

11.06 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.07 The address and telephone number for communications regarding the Bid must be shown.

11.08 Bidders must complete all schedules and all alternates included in the Bid Form. Failure to do so shall make the Bid non-responsive.

12. SUBMISSION OF BID

Bids shall be submitted to Jason Glidden, Housing Development Manager, Park City Municipal Corporation, Community Development Offices, 445 Marsac Avenue, Park City, Utah 84060, by **4:00 p.m. local time, Thursday, October 18, 2018**, and then at 4:05 p.m. that same day and place will be publicly opened and read aloud. Bids shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Prospective Bidders are furnished one (1) copy of the bidding Documents with Bid Form and Bid Bond included. The Bid Form is to be completed and submitted with Bid Security. Proposals lacking required information will not be considered.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

13.02 If, within twenty-four (24) hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid Security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

14. OPENING OF BIDS

Bids will be opened at the time and place indicated in the invitation for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

15 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids will remain subject to acceptance for forty-five (45) days after the day of the Bid Opening, but Owner may in its sole discretion, release any Bid and return the Bid Security prior to that date.

16. AWARD OF CONTRACT

16.01 Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional Bids. Also, Owner reserves the right to reject the Bid or any Bidder if Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. Proposals lacking required information will not be considered responsive.

16.02 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award. Qualifications shall be submitted by the Apparent Low Bidder, if requested by the Owner, within three (3) days of the issuance of the request by the Owner. For Contracts under the amount specified by State code, if the bid of a nonlocal bidder is lowest and there was a local bidder who also submitted a bid which was within five percent (5%) of the low bid, then the contract shall be awarded to the local bidder if the bidder agrees in writing within forty-eight (48) hours after being notified of the low bid, that the bidder will meet the bid price while the bidder meets all the prescribed requirements set forth in the bid documents. If there are more than two (2) local bidders who are within five percent (5%), then the contract shall be awarded to the local bidder which had the lowest original bid according to the procedure above.

16.03 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations are submitted as evidence of Contractor's project qualifications.

16.04 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.05 The award of contract is subject to approval by the Park City Council. The anticipated City Council date of approval is **October 25, 2018**.

16.06 The Owner intends to issue one contract for the work. The Owner reserves the right to award only the Base Bid as included in the Bid Form.

16.07 At its option, the Owner may include the Additive Alternate item(s), if any, which are listed in the Bid Form, in the Agreement.

16.08 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within thirty (30) days after the day of the Bid Opening. The successful bidder will be required to enter into Park City's standard Construction Agreement in a form approved by the City Attorney. A draft of the standard agreement is attached hereto as Exhibit "A" and made a part hereof. The ability to comply with Park City's standard Construction Agreement is a minimum requirement for qualified bidders.

16.09 All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA § 63G-2-309, as amended."

16.10 Important Dates:

Mandatory Pre-bid Meeting	October 9, 2018
Questions Due	October 12, 2018
Bids Due	October 18, 2018
Anticipated Award	October 25, 2018
Phase One: Substantial Completion	February 1, 2019
Phase One: Final Completion	February 15, 20189
Phase Two: Substantial Completion	May 15, 2019
Phase Two: Final Completion	June 1, 2019

Park City Municipal Corporation reserves the right to change any dates or deadlines related to the bid submittal process.

17. **CONTRACT SECURITY AND INSURANCE**

Section 2 of the Construction Agreement sets forth Owner's requirements as to performance and payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by such Bonds.

18. **SIGNING OF AGREEMENT**

When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement, with all other written Contract Documents attached. Upon execution by Owner, Owner shall deliver one (1) fully signed counterpart to Contractor.

19. NONDISCRIMINATION IN EMPLOYMENT

The Successful Bidder will be required to comply with the requirements of Executive Orders 11246, 11375, and 11701, of the Fair Labor Standards Act of 1938 as amended, including Sections 6,7, and 12 and regulations and orders issued under Section 14 thereof.

20. EXPLANATION OF ADDITIVE BID ITEMS

The intent of Additive Bid Items in the Bid Schedule is to allow the Owner, if items are encountered, to pay for said items in accordance with established bid prices. These items shall be added to the contract in the event that they are deemed necessary by the Engineer to complete the work outlined in the Contract Documents. All Bidders are required to submit a bid price for additive items.

21. QUALITY CONTROL

Park City Municipal Corporation Representative, Project Manager, Project Engineer and staff, or other municipal representative shall be allowed access to the project at all times for quality control inspection.

BID FORM

PROJECT IDENTIFICATION: **Prospector Condominiums Remodel**

THIS BID IS SUBMITTED TO: **Park City Municipal Corporation**
 PO Box 1480
 445 Marsac Avenue
 Park City, UT 84060

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within thirty (30) days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a. Bidder has examined copies of all the Bidding Documents and of the Following Addenda (receipt of all of which is hereby acknowledged):

Date	Number
_____	_____
_____	_____
_____	_____

- b. Bidder has familiarized itself with the nature and extent of the Contract Documents. Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
 - c. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance for furnishing of the Work and Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents;

and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Bidder for such purposes.

- d. Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data with respect to said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
 - e. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - f. Bidder has given Owner/Architect written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Owner/Architect is acceptable to Bidder.
 - g. The Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
4. Bidder will complete the Work for the unit and lump sum prices as shown on the Bid Schedule and Detailed Specifications. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids and determination of initial Contract Price. Final payment will be based upon actual quantities installed.
5. The Project Completion Date shall be as stated on the Bid Form and the executed Construction Agreement. **The substantial completion date for Phase 1 shall be by no later than February 1, 2019. The final project completion date for Phase 1 will be no later than February 15, 2019. The substantial completion date for Phase 2 shall be by no later than May 15, 2019. The final project completion date for Phase 2 will be no later than June 1, 2019.** The successful bidder, simultaneously with the execution of the Construction Agreement, will be required to furnish Performance and Payment Bonds in the amount equal to one hundred percent (100%) of the contract price, and said bonds shall be secured from a company satisfactory to Park City Municipal Corporation. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of this Bid:

- a. Required bid Security in the Form of a Bid Bond.
- b. Proposed Subcontractor list.
- c. Contractor Qualification Sheet.

7. Communications concerning this Bid shall be addressed to:

The address of bidder below:

Name of Contractor _____

Contact Person _____

Address _____

City, State, Zip _____

Telephone _____

Fax # _____

E-mail _____

8. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other proposed contract documents, he/she may submit to the Engineer written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be delivered to each person receiving a set of documents. Neither the Owner nor the Project Manager or Project Engineer will be responsible for any other explanations or interpretations of the proposed documents.

9. The following documents are required to be submitted with the Bid:

- a. List of Proposed Subcontractors
- b. Contractors Qualification Sheet
- c. Bid Bond
- d. Contractor license

10. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA Section 63G-2-309, as amended."

11. The Construction Agreement will prevail in all cases, followed by Specifications, Special Provisions, and General Conditions.

BASE BID:

The comprehensive, lump sum cost to complete the project as stated in the contract documents.

The substantial completion date for Phase 1 shall be by no later than February 1, 2019. The final project completion date for Phase 1 will be no later than February 15, 2019. The substantial completion date for Phase 2 shall be by no later than May 15, 2019. The final project completion date for Phase 2 will be no later than June 1, 2019.

The Base Bid will consist of:

1. All work shown on the Drawings, and described in the Specifications, according to the Advertisement for Bids, the Instruction to Bidders, and the General Project Requirements.

BASIC BID TOTAL

_____ Dollars (\$
)

(If there is a conflict between the written and numerical amount, the written amount shall supersede)

The undersigned, in compliance with your invitation for bids for the Prospector Condominiums Remodel project, in Park City, Utah, having examined the Drawings and Specifications and related Documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of labor, hereby offer to furnish all labor, materials and supplies as required for the work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

SUBMITTED ON _____, 2018.

Utah Contractor's License Number _____.

If BIDDER is:

An Individual

By _____
(SEAL) (Individual's Name)

Doing business as: _____

Business address: _____

Phone Number: _____

A Partnership

By _____
(SEAL) (Individual's Name)

_____(General
Partner)

Business Address: _____

Phone Number: _____

A Corporation

By _____
(Corporate Seal) (Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

Attest _____
(Secretary)

Business Address: _____

Phone Number: _____

REFERENCES

NAME OF PROJECT	DOLLAR AMT OF PROJECT	OWNER REFERENCE (NAME AND TELEPHONE NO.)	COMPLETION DATE

B Bid Tabulation Chart

BID SUMMARY								
RANK	BIDDER	LICENSE #	BASE BID	ALTERNATIVES				TOTAL BID
				A	B	C	D	
1	ICAST		\$547,940.00					\$547,940.00
4	KDK Construction		\$631,649.00					\$631,649.00
5	Ascent Construction		\$886,391.00					\$886,391.00
2	Brassey		\$888,650.00					\$888,650.00
3	Northridge		\$1,029,000.00					\$1,029,000.00

Council Agenda Item Report

Meeting Date: November 8, 2018

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Authorize the City Manager to Enter into a Professional Services Agreement for Commissioned Art between Park City Municipal Corporation and William Louis for Public Art at the McPolin Tunnel/224 Connector in a Form Approved by the City Attorney Not to Exceed \$10,000

Suggested Action:

Based on a recommendation from the Park City Public Art Advisory Board (PAAB) and Friends of the Farm (FOF) staff recommends City Council approve the public art installation by William Louis in accordance with the Public Art Policy (p. 6). If the art is approved, the City Manager will execute a Professional Services Agreement for Commissioned Art between Park City Municipal Corporation and William Louis for Public Art at the McPolin Tunnel/224 Connector in a form approved by the City Attorney not to exceed ten thousand dollars (\$10,000).

Attachments:

[McPolin Tunnel Staff Report](#)

[McPolin Farm Proposal](#)



City Council Staff Report

Subject: Public Art Approval McPolin Tunnel/ 224 Connector
Author: Jenny Diersen, Staff Liaison to the Public Art Advisory Board
Department: Economic Development
Date: November 8, 2018
Type of Item: Administrative

Summary Recommendation

Based on a recommendation from the Park City Public Art Advisory Board (PAAB) and Friends of the Farm (FOF) staff recommends City Council approve the public art installation by William Louis in accordance with the [Public Art Policy](#) (p. 6). If the art is approved, the City Manager will execute a Professional Services Agreement for Commissioned Art between Park City Municipal Corporation and William Louis for Public Art at the McPolin Tunnel/224 Connector in a form approved by the City Attorney not to exceed ten thousand dollars (\$10,000).

Background

PAAB identified McPolin Tunnel/224 Connector as one of the key projects to achieve as part of their strategic plan in 2018, which was approved by Council on [September 14, 2017](#) (p. 48 to 55) as part of the PAAB's annual update.

Pedestrian and bicycle tunnels in Park City present a unique opportunity for public art that reflects and activates the community, and enhances the City Council's goals for alternative transportation, walkability, and community vibrancy. For this location specifically, it was a requirement that the piece promote the history and cultural value of the McPolin Farm. Staff released a [Request for Proposals \(RFP\) for the McPolin Barn Tunnel/224 Connector](#) on July 31, 2018 which closed on August 24, 2018. As part of their Special Service Contract scope, the Park City Summit County Arts Council promoted the RFP to local, regional and national artists. Staff received 9 proposals. The artwork is required to be complete by December 20, 2018.

In coordination with PAAB, staff involved several stakeholders including FOF, Park City Summit County Arts Council in this artwork selection which took place on October 8 during the PAAB's regularly scheduled meeting. While this project was scored objectively based on the goals which were outlined in the RFP, Public Art is subjective – some community members may wish to see alternate artwork. PAAB continues to plan for maintenance and possible vandalism – regardless of the artwork selected, this issue will continue to be an important consideration for all public artwork in our community. This is not a unique issue to the artwork request.

Recommendation & Alternatives

Recommendations were based on the criteria as listed in the [RFP](#) (pg 3 through 6) including completeness of application, demonstrated ability to create artworks

appropriate for this project, demonstrated ability to meet and conform the demands of the project, meet the goals as stated in the RFP and reference checks.

Recommendations are as follows:

- PAAB – Unanimous vote (6 members were present) in support of William Louis.
- Arts Council – William Louis
- Friends of the Farm – William Louis
- Staff Recommendation –William Louis.

1. Recommended Alternative: staff recommends City Council approve the public art installation by William Louis in accordance with the [Public Art Policy](#) (p. 6). If the art is approved, the City Manager will execute a Professional Services Agreement for Commissioned Art between Park City Municipal Corporation and William Louis for Public Art at the McPolin Tunnel/224 Connector in a form approved by the City Attorney not to exceed ten thousand dollars (\$10,000).

Pros

- a. Arts & Culture is one of City Council's top priorities. Public Art creates a sense of community and place in our community, and specifically relates to the City's Goals in the General Plan ([goals 11 & 13](#)). It is also one of Council's strategic goals: [Complete Community that Values Historic Preservation, Economic Diversity and the Arts and Culture](#). Arts and Culture connects people and place, as well as, serves as an economic driver that adds vibrancy to the place we live and the destination market. Arts and Culture creates amenities for our local community as well as visitors, builds community connections.

2. Reissue Alternative: City Council could postpone this project and give direction to reissue an RFP for the project. If Council chooses this alternative, Council should be clear on additional goals of reissuing the RFP. Staff does not recommend this alternative.

Pros

- a. Staff and PAAB would have time to reevaluate the project, and the RFP. Reissuing the RFP may or may not result in a more diverse group of proposals.

Cons

- a. This would push back the project timeline, delaying the project to next spring.

3. Deny Alternative: City Council could reject the proposed art by William Louis for Public Art at McPolin Tunnel/224 Connector and decide to no longer pursue artwork in this location. Staff does not recommend this alternative.

Cons

- a. This project would not move forward.

Funding

Funding for this project comes from the PAAB's three year excess CIP allocation.

Attachments

A William Louis McPolin Tunnel Public Art Proposal

Artist: William Louis

Company: Biltslouisart

Project: Park City Public Art for Tunnel Murals: McPolin Farm

Phone: 650-281-3130

E-mail: Tonganbill1@gmail.com

Address: 7499 N. Silver Park Dr. Eagle Mountain, UT 84005

Social Media: www.facebook.com/biltslouisart Instagram: @biltslouisart

Proposal

The planned concept for the project comes from inspired shapes fused into a landscape setting. It is taking your traditional landscape art and restructuring it with geometric shapes. The variety of colors are symbolic to the positions it would play in a traditional landscape portrait. I wanted to incorporate nature and the different types of outdoor activities that we do in Park City. Hiking, Bike riding etc. The silhouettes of these characters bring out the movement of the piece. The McPolin Farm is also portrayed in the rendering representing the richness of its history and purpose.

The design will run across the full space of the tunnel. The colors chosen are to bring a vibrant feel with the bright colors as well as constructed design to help balance the mural. The goal for this piece is to bring a warm feeling with appreciation to the Arts. I want to bring a

fresh feel to the space in modernizing the area with this rendition of an “Urban Landscape”. In this project I will be able to execute it in a professional and timely manner. The materials needed for project will be a few ladders, paint tape, plastic covers, rolls of paper for over spray. Gloves, respirator paint. I will be able to keep inside the max budget. The project will start by painting one side each leaving room for the other side to still be accessible to the public.

It is projected this project will be completed either before or by the deadline of October 26, 2018 at 5pm. Weather permitting for paint to dry in a timely manner. There are two ways to execute the rendering onto the wall. One is to measure the scale for accuracy in transferring the image to the wall space. The second is to project the image to the wall to make sure the scale proportions are accurate. This technique is also the least time consuming. The main rendering, I am submitting does have a lot of technical lines, straight lines and silhouette imagery. With my experience this project will be executed precisely and to the best of the rendering.

Renderings







Budget:

Materials:

Plastic & Paper Covers: \$100

Tape \$75

Respirator Face Mask: \$110

(Paint)

Spray Paint: \$1,550

Spray Paint Tips/ Caps: \$50

Acrylic Paint: \$300

(Tools)

Paint Sprayer (Varnish): \$250

Rollers: \$75

Brushes: \$150
Buckets: \$50
Pans: \$35
Gloves: \$100
Ladders (2): \$300
Travel: \$500
Park City Business License: \$185
Compensation/Labor: \$4,300
Insurance: \$1,780
Total: \$9,911

ARTIST BIO: BiltsLouisArt

William M. Louis or Bill is the Artist behind **BiltsLouisArt**. Born in Suva on the island of Fiji, Bill's artistic talents and inspirations are multifaceted akin to his diverse cultural heritage. His father is Fijian, Samoan and German and his mother is from the island of Tonga in Vava'u. At only 1 year old, he migrated with his mother and two of his five siblings to the US in 1984. Growing up in Reno, NV, Bill has lived in various cities including Seattle and San Francisco, before moving to Salt Lake City in 2011.

Pursuing a passion for the arts from an early age, his stylistic influences pay homage to an experience of surveying vibrant topographies and adapting to changing cultural landscapes, while remaining dedicated to his family and a Polynesian culture rich with tradition. Cultivating a visual language of his own, Bill's influences cull from West Coast Graffiti art to early contemporary masters such as Salvador Dali, Pablo Picasso, Vincent Van Gogh and Paul Gauguin. Emblematic of his knack for merging stylistic identities, **BiltsLouisArt** is the product of Bill's graffiti street name "BiltsOne" and his legal last name "Louis", Art.

Bill is a member of P.E.A.U. (Pasifika Enriching Arts of Utah) a group for active Artists who are creating a pathway for aspiring artist in underprivileged communities. Bill specializes in a variety of mediums including Acrylic and Oil Paints, Watercolor, ink, aerosol, sculpture, and Digital Graphic arts. Bill has painted in several public spaces displaying paintings on canvas as well as large scaled murals. His latest work comprises of a combination of his Polynesian culture, graffiti street art and family.

Bill hopes that his art can influence others to use their creative side and to utilize their talents to inspire individuals of all walks of life. Art can be very therapeutic and can help heal people in various ways. Bill would like to help create a pathway for merging Polynesian artists as well as all creators to leverage their passion of art to make a difference in their communities.

Bill resides in Eagle Mountain, Utah. He is married to his beautiful wife Voni Louis and has 4 beautiful children from ages 3 to 9 years old.

BiltsLouisArt

Artist/Owner: William Louis 7499

N. Silver Park Dr.

Eagle Mountain, UT 84005

(650) 281-3130

Tonganbill1@gmail.com

Portfolio: facebook.com/biltslouisart Instagram:
@biltslouisart

Artist that specializes in a variety of forms and mediums of art. Has over 10 years of professional experience. A strong work ethic with the ability to plan and execute goals efficiently. Possesses clear and accurate communication with clients to help bring their vision to a physical scale. Can complete projects in a timely manner either by or before project due date.

EDUCATION:

Bachelor of Fine Arts program: University of Nevada-Reno 2003- 2007
Reno, NV

Digital Media: Truckee Meadows Community College 2001-2002
Reno, NV

Illustrator course: Salt Lake Community College 2016
Lake City, UT

Salt

PROFESSIONAL EXPERIENCE:

Self-Employed (Freelance Artist) May 2013- Present

Mural Artworks for public and private space

Gallery works exhibited and sold at a variety of locations

Commissioned canvas paintings for commercial and private clients

Created T-shirt designs for clients that needed designs for business and personal use.

Created graphic company logos for a variety of clients in different states according to the client's needs.

Employed:

(Website) October 2014-Present

Created picture templates of product for main page.

Created application logo for company mobile app.

Assisted in engineering custom displays with designing and functionality.

EXHIBITIONS:

Featured Artist: Studio Elevn (Exhibition: "It was all a dream") Salt Lake City, UT

Various Artist: Chase Museum (Exhibition: "Current") Salt Lake City, UT

Featured Artist: Sorenson Center (Exhibition: "Inspire") Salt Lake City, UT

Featured Artist: Shepherd Union Gallery (Exhibition: "Art of the Pacific")Weber State University

Featured Artist: The Clubhouse (Exhibition: "Masima") Salt Lake City, UT

Featured Artist: Urban Arts Gallery (Exhibition: "Pasifika First Fridays) Salt Lake City, UT

PUBLIC ART: Utah

Laione Built Fitness, Herriman, UT-Mural

Tiki Hawaiian Kitchen, West Jordan, UT-Mural

Project Dance, Herriman, UT-Mural prop art

Prolook (Athletic Apparel), Orem, UT -Mural

Advance Displays & Store Fixtures, Salt Lake City, UT-Mural

Oish Barber Shop, West Valley, UT-Mural

South Town Mall, Sandy, UT-Mural (Link: <https://youtu.be/dfbjSZRtGms>)

The Camp Transformation Center, Draper, UT-Mural

BIBLIOGRAPHY:

Rafael Schacter, "The World Atlas of Street Art and Graffiti", 2013

David J. Schwartz, "The magic of Thinking Big", 1959

ADDITIONAL SKILLS:

Sculpture, Oil painting, ink, watercolor, Music production and print

Adobe Illustrator and Photoshop

References

Laione Built Fitness (Herriman)

Owner: Andrew Graff

Phone: 801-898-4124

E-mail: agraff@gmail.com

The Shops at South Town (Sandy)

Marketing Manager: Heather Nash

Phone: c: 801-232-8560 o: 801-572-1518

E-mail: hnash@shopsatsouthtown.com

Tiki Hawaiian Kitchen (West Jordan)

Owner: Olisi Lui

Phone: 801-679-3095

E-mail: Olisi@tikihawaiian.com

Council Agenda Item Report

Meeting Date: November 8, 2018

Submitted by: Anne Laurent

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Approve and Ratify the City Manager's Execution of an Emergency Professional Services Agreement with T-O Engineers, Inc. to Provide City Engineer Professional Services Through February 2019 in an Amount Not to Exceed \$75,000

Suggested Action:

Attachments:

[City Engineer Contract Services Staff Report](#)

[Attachment 1: T-O Engineers Service Agreement](#)

City Council Staff Report



Subject: Professional Services Contract to Provide City Engineer Services
Author: Anne Laurent, Director
Department: Community Development
Date: November 8, 2018
Type of Item: Administrative

Summary Recommendations:

Staff recommends City Council approve and ratify the City Manager's execution of an emergency Professional Services Agreement with T-O Engineers, Inc. to provide City Engineer professional services through February 2019 in an amount not to exceed \$75,000.

Executive Summary:

The City Engineer resigned unexpectedly at the end of September. The City Engineer is one of a handful of staff positions having specifically defined authority and responsibilities to fulfill within the Park City Municipal Code. Without a City Engineer, or a staff member who can fully meet the job description technical requirements, many customers seeking certain types of land use or building permit related approvals are on-hold until an appropriate candidate to fulfill these duties is selected and approved.

A professional recruitment firm was selected to seek City Engineer candidates and the position has been posted, however, the City will not see the vetted applications until December. Even under a best-case scenario where a candidate accepts the position by January, the City is will be significantly delaying customer requests. Therefore, staff is relying on the emergency section of Park City's purchasing policy to secure City Engineer services through a four month contract with T-O Engineers. Additionally, staff added some other minor engineering services to the scope.

The Problem:

The Engineering department is experiencing a transitional period as Community Development proceeds with recruitment for a City Engineer. The rate at which various developments are designing and constructing projects exceeds the Engineering Department's available resources, experience, and technical capabilities while absent a City Engineer. The City Engineer is specifically responsible for: reviewing, redlining, and signing plats; reviewing and accepting submitted technical documents related to development proposals and use of City property and public right-of ways; estimating and accepting guarantees and reimbursement of guarantees for public improvements; and making determinations for code exception/reasonable accommodations for unique circumstances and when the code allows.

Alternatives:

A. Approve the Request:

This alternative provides City Engineer services to be contracted for four months and oversee engineering staff technical decisions. This is staff's recommendation.

Pros

- Customer development request and permit applications will be processed and not placed on hold.

Cons – None noted.

B. Deny the Request:

Pros – None noted.

Cons – Certain reviews, approvals, and determinations that are the responsibility of the City Engineer position cannot be made until the position is permanently filled.

Analysis:

Park City's Policies and Objectives (Part II – Contracting and Purchasing Policy), Section C, Paragraph D states, "Emergency contracts which require prompt execution of the contract because of an imminent threat to the safety or welfare of the public, of public property, or of private property; circumstances which place the City or its officers and agents in a position of serious legal liability; or circumstances which are likely to cause the City to suffer financial harm or loss, the gravity of which clearly outweighs the benefits of competitive bidding in the usual manner. The City Council shall be notified of any emergency contract which would have normally required their approval as soon as reasonably possible." Staff determined the circumstances abided by the outlined criteria and warranted immediate contracting with T-O Engineers. While statement of qualifications (SOQs) of three engineering firms were reviewed to ensure adequate technical competency and availability to fulfill the City Engineer's role, the City Manager executed the agreement and authorized commencement of the work prior to City Council approval. Should the City Council deny staff's recommendation, the existing contract with T-O Engineers will be terminated and T-O will be paid out for their work to date.

Department Review:

This report has been reviewed by Executive and the City Attorney's Office.

Funding Source:

The PSA with T-O Engineering will be paid from the Engineering Department's operating budget.

Recommendation:

Staff recommends City Council approve and ratify the City Manager's execution of an emergency Professional Services Agreement with T-O Engineers to provide City Engineer professional services through February 2019 in an amount not to exceed \$75,000.

Attachments:

Attachment 1: Signed Professional Services Agreement

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 5th day of November, 2018, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and T-O Engineers, Inc., an Idaho S-corporation, ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties").

WITNESSETH:

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

WHEREAS, sufficient City resources are not available to provide such services and services are needed immediately on a temporary basis while recruitment for a City Engineer is underway;

WHEREAS, the City requires prompt execution of the contract because of an imminent threat to the safety or welfare of the public, of public property, or of private property. The contract requires City Council approval per the City's Contracts & Purchasing Policy. The item is scheduled to be presented to City Council on November 8, 2018. Should approval not be provided by City Council the Parties shall nullify the Professional Services Agreement on November 9, 2018; and

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **Seventy-Five Thousand Dollars (\$75,000)**.

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

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on February 28, 2019 or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

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

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall

PARK CITY MUNICIPAL CORPORATION

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming and exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or

PARK CITY MUNICIPAL CORPORATION

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION. For services directly arising from the conceptual design and cost estimates for access to the Sommer Parcel in the Scope of Work attached as Exhibit A, Paragraphs A and B below shall apply. For all other services performed in the attached Scope of Work, Paragraph C shall apply.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- C. **IMMUNITY AND INDEMNIFICATION.** City, as a governmental entity, falls under the protections of the Utah Governmental Immunity Act. When the Service Provider is providing services to Client under this Agreement in the capacity of City Engineer, it is the express intent of the parties that the Service Provider, as Client's representative, will also be entitled to the protections of the Utah Governmental Immunity Act to the maximum permitted by law regarding claims by third parties. Also, each party agrees to indemnify, defend, and save harmless the other party from and against all claims, suits, expenses, and attorney fees for any injury or damage of any kind arising solely out of its own negligent acts and/or the errors or omissions of its officers, agents, contractors, or employees in the performance of this Agreement. The indemnification and liability provisions in this paragraph shall survive the expiration or termination of this Agreement.

8. INSURANCE.

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

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.

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

- B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.

PARK CITY MUNICIPAL CORPORATION

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

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

- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.
- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.
- C. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express consent of the City, as required by this part, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

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

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

16. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties on the last page of this Agreement. Notice is effective upon the date it was sent, except that a notice of termination pursuant to paragraph 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

18. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

19. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

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

20. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

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

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

**PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation**

445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480



A blue ink signature of Diane Foster, consisting of stylized initials and a surname.

Diane Foster, City Manager

Attest:

A blue ink signature of Leah V. Hargan, written in a cursive style.

City Recorder's Office

Approved as to form:

A blue ink signature of the City Attorney, written in a cursive style.

City Attorney's Office

T-O Engineers, Inc., an Idaho S-corporation

2471 S. Titanium Place
Meridian, ID 83642

Tax ID#: 82-0391201

PC Business License# B-015833

A black ink signature of G. Ryan Taylor, written in a cursive style.

Signature

G. Ryan Taylor

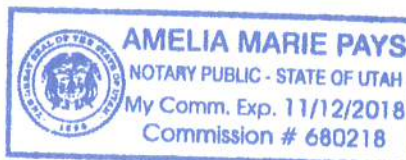
Printed name

Project manager

Title

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

STATE OF UTAH)
) ss.
COUNTY OF ~~SUMMIT~~ Wasatch)



On this 1st day of November, 2018, personally appeared before me G. Ryan Taylor, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the Project manager (title or office) of T-O Engineers, Inc, an Idaho S- corporation, by authority of its Bylaws/Resolution of the Board of Directors and acknowledged that he/she signed it voluntarily for its stated purpose as Project manager (title) for T-O Engineers, a S- corporation.

Amelia Marie Pays
Notary Public

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “A”

SCOPE OF SERVICES

General Service Level Requirements:

- 2 to 3 half days per week of in-person City Engineering consultant services at Park City – City Hall.
- On-call support for City’s engineering staff.
- Conceptual design and cost estimates for access to the Sommer Parcel in the Prospector neighborhood.

Payment Schedule:

- November 2018 Not To Exceed \$30,000
- December 2018 Not To Exceed \$15,000
- January 2019 Not To Exceed 15,000
- February 2019 Not To Exceed 15,000 or remaining of \$75,000 total contract amount with prior approval by the City

Services to be invoiced based on the hourly rates included on Exhibit B.

PART 1: BASIC SERVICES

We understand Park City is in the process of replacing their City Engineer, but the process is anticipated to require a few months to find a suitable candidate. To ensure development plan reviews continue through the transition, the City is requesting assistance from T-O Engineers (T-O) assist with development reviews and approvals. In addition, the City may request T-O temporarily fill other duties of the City Engineer position that are required for the continued operation of the City until a full-time employee can be hired.

1.0 DEVELOPMENT PLAN REVIEW SERVICES

1.1 Billing

For each development, T-O will set up a separate job number with specific tasks. T-O’s time will be billed to each specific review project. Time not spent specifically on single development will be billed to a general Park City Engineer job number. If requested to provide non-development related services, T-O will bill time to the general Park City Engineer job number under specific phases and tasks as needed to adequately describe the work performed.

1.2 Development Plan Review

When requested by Park City, T-O will review development plans and provide the Park City Planning Department with an engineering letter addressing the plans conformance with Park City and other relevant codes. When necessary, T-O will coordinate engineering reviews with Park City’s on-call Geotechnical review firm and/or on-call Transportation Specialist. T-O will summarize all reviews in a review letter submitted to the Planning Department by the agreed deadline for each review. Deadline for review comments may be extended if the Developer requests meetings or other coordination/submittals prior to a final letter. Each review letter will at a minimum address the following:

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

1.2.1 General

Engineering review will consist of a detailed review of all submitted information, a review of appropriate State databases, Park City codes, State and Federal Standards.

1.2.2 Geotechnical

- T-O will review Geotechnical Reports submitted with each development for conformance with relevant codes and Best Engineering Practices. The review will ensure the report was prepared by qualified individuals, contains the necessary information to complete design and describe any site limitations.
- T-O will coordinate with the outside geotechnical review firms to complete a detailed review and evaluation of the reports when deemed necessary.
- Engineering documents from T-O, or others, will be summarized in T-O's review letter and address concerns with building pads, roads, and other infrastructure related concerns.

1.2.3 Traffic

- T-O will review Traffic Reports/Studies submitted with each project for conformance with Park City requirements and base assumptions. T-O will review the engineering plans for the correct roadway cross section, ROW width, and required geometry based on Park City, ASHTO, and UDOT standards as applicable.
- T-O will coordinate comments with Utah Department of Transportation (UDOT) where development abuts UDOT roadways.

1.2.4 Drainage and Mass Grading

- As part of the plan review, T-O will evaluate the mass grading, drainage plans, stormwater calculations, and SWPPP plans for compliance with Park City and State requirements and Best Management Practices. Reviews will include the adequacy of hydraulic modeling methodology and verification of input parameters. Hydraulic routing modeling verification, erosion control measure for during and post construction, and detention or retention volumes. Where storm drain piping is utilized, T-O will review hydraulic modeling and verify the proposed piping layout meets with Park City codes and Best Engineering Practices.
- Grading reviews will check compliance with geotechnical report for post construction stability phased land disturbance. SWPPP review will include a review opinion of the adequacy of the proposed BMP's and identify areas without redundancy or lack of compliance with State code, verification of State NOI permit has been issued prior to final approval.

1.2.5 Utility Placement

T-O will review the proposed placement of surface and subsurface utilities to conform to Park City code as well as optimize the utility condor efficiency for Park City. T-O will coordinate with Snyderville Basin Water Reclamation District (SBWRD), Rocky Mountain Power, Dominion Energy, Park City Water Department, Comcast, Century Link, Allwest, and any future franchised utilities as necessary to resolve potential utility conflicts if necessary.

- T-O will make recommendations to the placement of dry utilities as appropriate to optimize the use of the ROW.

PARK CITY MUNICIPAL CORPORATION

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- When not part of a SSD, T-O will review any utilities for water, sewer, etc. and coordinate as needed with other Park City agencies.
- T-O will review plans for potential utility conflicts.

1.2.6 Hazards

- Where appropriate, T-O will recommend Hazard Studies be conducted on properties where flooding, landslides, or other potential hazards exist. T-O will review the existing FEMA databases to identify possible hazards to each development and determine if a Hazard Study is required and for what specific hazard(s).
- Once submitted, T-O will review Hazard Studies for conformance with FEMA, State, and Park City compliance and if necessary facilitate third-party review and comments.
- T-O will include any third-party reviews in our standard review letter.

1.2.7 Environmental and Physical Constraints

- Each review will include any noted environmental or physical constraints on the subject property from wetlands to steep slopes, wildland interface, geotechnical constraints, and other concerns specific to the given property.
- This task will include evaluation snow storage requirements and potential operational constraints which may impact Park City maintenance.

1.2.8 Coordination

- As necessary or directed by Park City, T-O will coordinate review comments with other Park City Departments including Public Utilities, Public Works, Community Development, etc. to ensure all Park City Engineering concerns are documented and addressed prior to final approval.

1.2.9 Approval

- T-O will review resubmittals from the developer as requested by Park City until all concerns and comments have been adequately addressed.
- When plans are in conformance with all applicable codes, T-O staff will approve and sign plats and construction plans in coordination with Park City.

1.3 Meetings

- When requested by Park City, T-O staff will attend review meetings, Park City Planning, City Council, and DRC Meetings as needed to respond to, explain, or work through review comments/concerns.

1.4 Inspections

- When requested by Park City, T-O will provide onsite inspections of approved construction projects. Frequency of inspections will be determined by Park City.
- Each inspection will include a daily report summarizing the work observed and work anticipated in the next week.
- When appropriate, T-O will conduct density testing or other materials testing to ensure the construction is in conformance with Park City standards. Such test results will also be reported in daily logs, along with photographs and submitted to Park City on a weekly basis.
- If work is inspected which does not meet Park City standards or has deviated from approved plans, T-O will contact Park City within 24 hours.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

2.0 ADDITIONAL SERVICES

We understand that many of the typical City Engineer duties will be distributed among other staff, and non-critical projects delayed, however, it is anticipated that from time-to-time T-O will need to provide additional engineering services constant with the duties and responsibilities of the City Engineer. These services may include:

- 2.1 Coordination with other departments on projects or emergency needs**
- 2.2 Design and construction oversight of City improvement projects**
- 2.3 Code review/construction standards revisions**
- 2.4 MS4 Support**
- 2.5 Floodplain management oversight**
- 2.6 Preliminary or Final design of City projects**
- 2.7 Inspections of City facilities**
- 2.8 Other duties as assigned**

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

EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

**T-O ENGINEERS PROFESSIONAL SERVICES
HOURLY RATES**

I. PERSONNEL	
Principal / Project Manager	\$170.00 - \$225.00 /hour
Project Manager	\$140.00 - \$200.00 /hour
Construction Manager	\$115.00 - \$145.00 /hour
Project Engineer	\$100.00 - \$140.00 /hour
Staff Engineer	\$80.00 - \$110.00 /hour
Inspector/Technician	\$65.00 - \$115.00 /hour
Information Technology	\$60.00 - \$100.00 /hour
Administrative	\$50.00 - \$110.00 /hour
II. LANDSCAPE ARCHITECT	
Landscape Architect	\$95.00 - \$120.00 /hour
III. SURVEYING	
Survey Manager	\$135.00 - \$160.00 /hour
Staff Surveyor	\$80.00 - \$90.00 /hour
Survey Technician	\$50.00 - \$95.00 /hour
IV. COMPUTER HARDWARE & SOFTWARE	
Total Station	\$10.00 /hour
Drill and Generator	\$80.00 /day
GPS, Robotics	\$55.00 /hour
Property Database Research	\$50.00 /hour
CADD and Other Technical Uses	\$5.00 /hour
V. REPRODUCTION	
In-House Reproduction	Hourly Labor Rates Apply
Outside Reproduction	Actual Cost + 10%
VI. MILEAGE	
Vehicle	0.55 - 0.65 /mile
ATV Vehicle	5.00 /hour
VII. OTHER DIRECT CHARGES	
Direct costs for material or services incurred for the project	Actual Cost

Notes: 1. When employees perform work that requires overtime, the billing rate for that overtime work will be increased to 130% of the rate established above. Overtime shall be defined as any work required of an employee in excess of 40 hours per week.

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ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022		CONTACT NAME: Trudy Henry PHONE (A/C, No, Ext): 770.552.4225 E-MAIL ADDRESS: trudy.henry@greyling.com FAX (A/C, No): 866.550.4082	
INSURED T-O Engineers, Inc. 2471 S. Titanium Pl. Meridian, ID 83642		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Accident & Indemnity Company	
		INSURER B: Twin City Fire Insurance Co.	
		INSURER C: Sentinel Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER: 18-19****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		20SBWZK7113	10/01/2018	10/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		20UEGNM3472	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB EXCESS LIAB ☒ OCCUR CLAIMS-MADE DED ☒ RETENTION \$10000		20SBWZK7113	10/01/2018	10/01/2019	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	20WBGAB6W09	10/01/2018	10/01/2019	☒ PER STATUTE ☐ OTHER E.I. EACH ACCIDENT \$500,000 E.I. DISEASE - EA EMPLOYEE \$500,000 E.I. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Park City Municipal Corporation is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation where required by written contract.

CERTIFICATE HOLDER

Park City Municipal Corporation
 455 Marsac Avenue
 PO Box 1480
 Park City, UT 84060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D.H. Gilling

141

Council Agenda Item Report

Meeting Date: November 8, 2018

Submitted by: Nick Graue

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Consideration to Authorize the City Manager to Execute a Professional Services Agreement with Archiplex Group for Architectural Services for the Design of the Public Utilities and Public Works Building Renovation Project in an Amount Not to Exceed \$152,280.00

Suggested Action:

Attachments:

[Public Utilities Renovation 2018 Staff Report and Contract](#)

City Council Staff Report

Subject: Public Utilities and Public Works Building Renovations
Design Professional Services Agreement
Archiplex Group

Author: Holly Lopez, Public Utilities Executive Assistant
Nick Graue, Public Utilities Engineer
Kory Kersavage, Transit Business Manager

Department: Public Utilities and Public Works

Date: November 8, 2018

Type of Item: Administrative

Recommendation

Staff recommends Council authorize the City Manager to execute a Design Professional Services Agreement, in a form approved by the City Attorney, with Archiplex Group for the design of Public Utilities and Public Works Building Renovations – Architectural Services for an amount not to exceed \$152,280.00.

The future replacement of the current Parks Building with the 3Kings Water Treatment Plant, along with increased Transit growth, require building modifications for the Public Utilities and Public Works departments to accommodate immediate space needs. The following locations have been identified for renovations:

- Old Bus Barn located on the east side of the Iron Horse facility to be converted to office space
- Multiple spaces in the Iron Horse building and the garage level of the adjacent housing project to accommodate administrative space for the Transit, Fleet, and Parking divisions
- Quinns Junction Water Treatment Plant (WTP) second floor to accommodate administrative space needs for the Water Distribution and Water Quality divisions
- Mine Bench facility for potential renovation to accommodate storage and shop space

For additional information on space renovation see the attached scope of services.

An RFP was issued for the project. We received three proposals, and the awarded contractor was selected by a review committee with representatives from the Public Utilities and Public Works departments.

Background

Parks, Streets, Stormwater and Building Maintenance Needs

Due to the fall 2019 planned demolition of the current Parks Building located adjacent to the Spiro WTP, the Parks, Golf, and Building Maintenance divisions will need to be relocated. Golf will be relocated to a new permanent facility between the new 3Kings WTP and the Park City Golf Course driving range. Parks and Building Maintenance will need a facility.

Currently the Streets and Stormwater divisions share administrative space with the other Public Utility divisions on the second floor of the Iron Horse building, and shares shop and storage space with Water Distribution on the south end of the Old Bus Barn

building. After the completion of the 3Kings WTP, the other Public Utilities divisions will be vacating the second floor of the Iron Horse building (see background section below), leaving Streets and Stormwater with a need for administrative space.

Transit has agreed to trade the area of the Old Bus Barn they currently use for the area of the New Bus Barn currently utilized by Streets and Building Maintenance. This will allow for the complete renovation of the Old Bus Barn to accommodate administrative and shop space for Parks, Streets, Stormwater and Building Maintenance.

Water Distribution, Water Quality and Customer Service Needs

Water Distribution and two Customer Service staff currently operate out of the Spiro WTP. We will need to relocate 13 staff prior to its demolition next fall. Additionally, Water Quality has a current need for additional administrative space. Renovating the second floor of the Quinns Junction WTP will accommodate both needs.

Transit, Fleet, and Parking Needs

Demand for Transit and Parking services has been increasing at a rapid rate over the last couple of years. All indications point to the demand for those services to continue to increase in future years. Currently the break room at Iron Horse is not adequately meeting the needs of the 72 full-time transit operators and 27 FTEs of seasonal/part-time transit operators. Additionally, the administrative space available is not currently meeting the administrative needs of the Transit Operation and won't be able to accommodate future administrative needs.

Public Utilities 10 Year Plan for Iron Horse Campus

Our goal is to have the renovations of the Old Bus Barn completed prior to the demolition of the Spiro WTP and Park Maintenance Building scheduled for [date]. This will provide Streets and Stormwater a home until the space is identified for an alternative use. Any reuse of this space could trigger the need for the previously proposed Public Utilities Facility. While Parks and Building Maintenance are part of the Public Works department, this renovation will provide a home for those divisions as well.

Once the 3Kings WTP is completed (scheduled to be complete in 2023) Public Utilities staff will vacate the second floor of the Iron Horse admin building. This, along with the renovation of the Old Bus Barn and Second Floor of the Quinns Junction WTP will free up [insert square footage] including 4 offices in the Iron Horse admin building.

Public Works 10 Year Plan for Iron Horse Campus

One area in the Iron Horse facility that has been identified as possible office space is the garage under the Iron Horse seasonal housing. If this garage were converted into break room space for transit operators as well as meeting room space, then the break room space in the Iron Horse administrative building could be used to alleviate the need for administrative space. This renovation should provide adequate space for Transit growth until 2023. After 2023, the administrative space vacated by Water will allow for future Transit growth.

Funding

Funding for renovations of the Old Bus Barn and the Mine Bench is from the General Fund and is included in the current adopted budget.

Funding for the Quinn's Junction Water Treatment Plant is from the Water Fund (Water Service Fees) and is included in the current adopted budget.

The cost for construction of the Public Works administrative space on the first floor of the Iron Horse building will be developed as part of the design process with Archiplex Group. The funding source for the design contract with Archiplex Group will come from the Contract Services line in the Transportation Operations Operating Budget.

Attachments

A Scope of Work

ATTACHMENT "A"

SCOPE OF WORK

October 17, 2018



Mr. Nick Graue, Public Utilities Engineer
Park City Municipal Corporation Public Works
1053 Iron Horse Drive,
Park City, Utah 84060

Re: PCMC Public Utilities and Public Works Building Renovations

Dear Nick:

Archiplex Group is pleased to submit this proposal to Park City Municipal Corporation Public Works for remodels and renovations to Public Utilities and Public Works. The Project is anticipated to consist of the renovation of multiple buildings which will serve administration and operations, and vehicle, equipment, and materials storage needs for various departments. With the construction of the replacement Spiro Water Treatment Facility underway, space needs will require the Parks and Golf Department as well as other City departments including Transit, Public Utilities and Public Works to be adjusted. The new spaces need to be ready to occupy by mid-summer. This proposal is generated in response to these multiple departmental space relocations.

The following proposed agreement outlines our understanding of the scope of work, document services, schedule, compensation, and terms and conditions for your project.

PU-PW Renovations Projects - Understanding and Project Scope:

It is our understanding that Archiplex Group has been requested to provide an Architectural Consultant Services proposal for Public Utilities and Public Works Building Renovations in various locations in Park City, Utah. Our proposal is based on the original RFP dated August 2, 2018 and a preliminary project scope review meeting with yourself, Kory Kersavage and Clint McAfee which was held at the PCMC Public Works Facility on Ironhorse Drive on Friday September 21, 2018. As the projects move forward it is anticipated that you, Kory and Clint will be the primary Owner Representatives for these renovations. Based on the aforementioned, our A/E services will include the following:

General:

- a) Designs to include all required components for building permit and construction including electrical (including introducing photovoltaic panels), structural, HVAC, plumbing, fire systems, and site utilities. Include plans, specifications, and bidding documents to obtain building permits, bid, and construct improvements.
- b) The City encourages passive design.
- c) Any exterior improvements will need to involve the PC Planning Department. Proposal to identify time to prepare figures in support of planning department/planning commission applications, submittals and approvals.

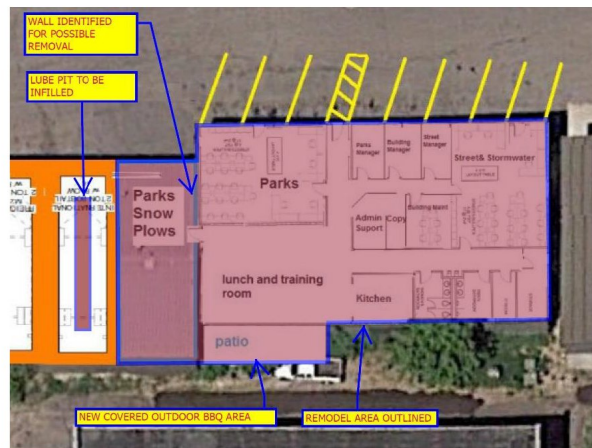
1) Old Bus Barn Conversion:

- a) Convert approximately 4,500 square feet of existing shop space to office space, located on the east side of the existing Public Works Facility at 1053 Iron Horse Drive, Park City, Utah. (Our site visit included meeting with Clint Dayley, Parks and

255 Crossroad Square, Salt Lake City, Utah 84115 801.961.7070 main 801.961.7373 facsimile

Golf Manager and Troy Dayley, Streets Manager.) Improvements will include spaces for Streets, Parks, Building Maintenance and common areas (a preliminary program has been developed for the needs in these areas which was provided to the A/E):

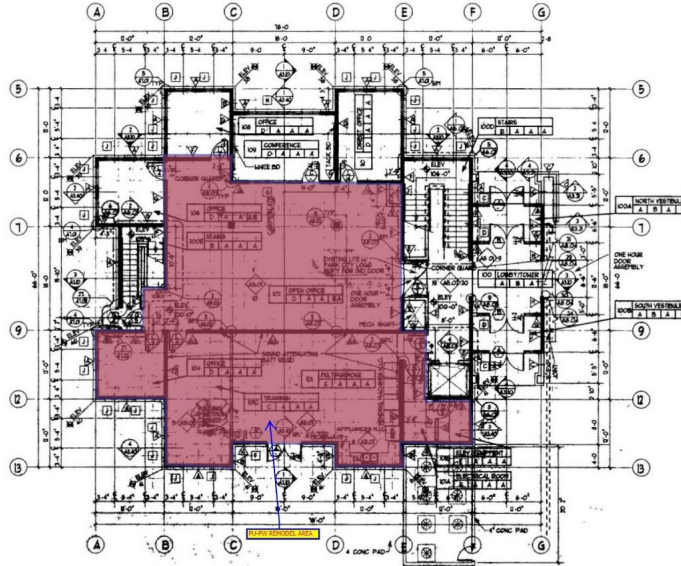
- i) Conversion of approximately 4,500 square feet of existing shop space to office space.
- ii) Exterior improvements to utilize natural lighting and improve access including:
 - (1) New storefronts to replace existing garage doors where applicable.
 - (2) New exterior panelized cladding similar to 2009 expansion.
 - (3) New exterior gathering space on the east side including BBQ pad / Patio space with a small canopy. Survey of this area to be provided.
 - (4) Provide new parking stalls in front along with suitable barriers to separate parked vehicles from moving ones.
- iii) Old Bus Wash Bay may be modified for better space utilization by removing wall between wash bay and south building.
- iv) Improve bay to the south of old Bus Wash bay by infilling the existing lube pit.
- v) Building upgrades to improve the thermal envelope and energy efficiency of the renovated space. New mechanical systems will be required.
- vi) Interior office space design and material selection to create a professional office feel with an industrial accent for approximately:
 - (1) 4 enclosed offices
 - (2) 6 cubicles
 - (3) 10 small workstations
 - (4) Medium-sized conference room to support training, office meetings (size for minimum 12+ persons)
 - (5) Lunch/gathering room for up to 45 employees
 - (6) Locker rooms
 - (7) Restrooms
 - (8) Copy/printer/office storage room
- b) Budget: A target budget for improvements has been set at \$500,000 including all construction and soft costs. This budget will be finalized during the initial part of design with input from the A/E.



Existing Old Bus Barn Plan

2) Transit Garage Conversion & PW Building Reconfiguration:

- a) General (additional detail provided by Kory Kersavage):
 - i) Transit is growing in the coming years and is looking for additional space without building new structures. This resulted in the idea to renovate space in the existing ground floor of the Iron Horse Transit Residential building to accommodate new breakroom space plus small meeting room space for team leads for the Transit, Fleet and Parking divisions. This will free up space in the existing Public Works Building for needed staff positions and reconfigurations.
 - ii) Scope for this work is not finalized, a suggested program has been provided but will need to be validated in a programming review effort with Transit.
- b) Public Works Building reconfiguration of existing breakroom and administrative spaces on the main floor of the Public Works Building into approximately 3,000 square feet of administrative space. The new space requests include:
 - i) Four (4) Offices (these are already in place, but if it was deemed more efficient to use the space differently, the User is open to suggestions)
 - ii) One (1) Conference room that fits 10-12 people (Same as above)
 - iii) Two (2) Front Desk Spots
 - iv) Two (2) full-time (FT) Cubicles (Analyst and Supervisor or water front desk support)
 - v) Transit Operations Center (Includes TVs with information necessary for managing the Ops):
 - (1) Six (6) FT LTOs (Small Workstations)
 - (2) Three (3) Dispatch
 - (3) Two (2) part-time (PT) Spaces (Training or IIs)
 - vi) 2 FT Cubicles (2 Analyst IIs)
 - vii) The wall between the existing reception space and the existing breakroom can be considered for complete removal (structural design permitting) to achieve greater layout efficiencies.

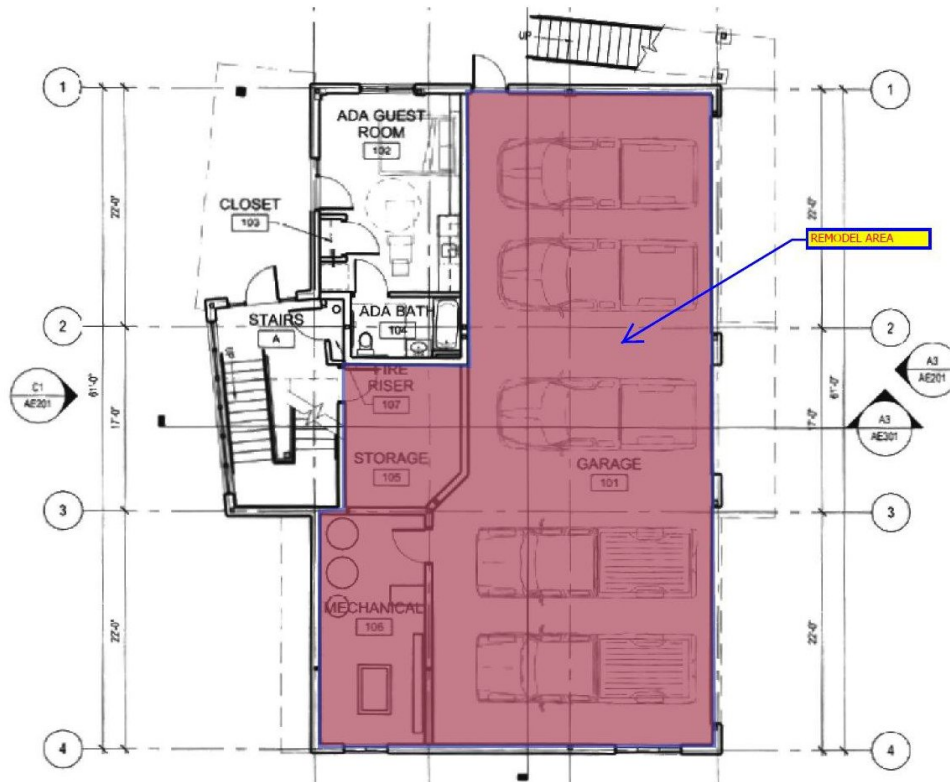


Existing Public Utilities-Public Works-Transit Area for Remodel

ARCHIPEX
GROUP

Page 3 of 10

- c) Transit Garage anticipated improvements (in order of priority) could include:
- i) One (1) big conference room with dividers (to fit about 20-25 people comfortably, have the ability to divide into 2 or 3 smaller rooms)
 - ii) Breakroom (serving 160 total people during the winter, but lunch times are staggered and there is an AM Shift as well as a PM shift. Last winter's peak lunch time saw 25-30 people at once.) After factoring in some growth over the next couple of years plan to accommodate 30-35 at one time.
 - iii) One (1) Unisex restroom.
 - iv) Employee Lockers
 - v) Alternative 2:
 - (1) Add an office and 2 Cubicles. (This would mainly be an exercise to see how adding this space would affect Transit's lower priority space needs).

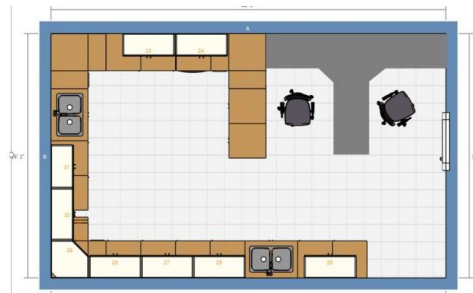


Existing Transit Residential Building First Floor

- d) Budget: A target budget for improvements has been set at \$500,000 including all construction and soft costs. This budget will be finalized during the initial part of design with input from the A/E.

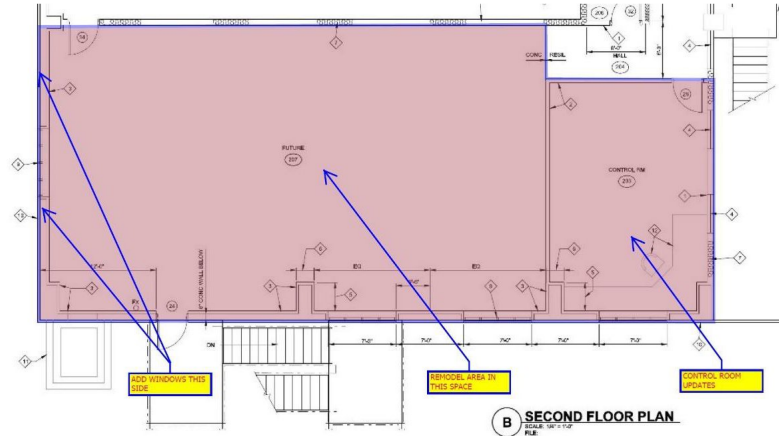
3) Quinn's Water Treatment Office Build-Out:

- a) Renovation of the second floor of the existing Quinns Junction Water Treatment Plant located at 3800 Richardson Flat Road (a preliminary program has been developed for the project needs in these areas which was provided to the A/E). This will accommodate administrative needs for the Water Quality and Distribution divisions, update to first floor lab space, review control room and possible renovation of garage space to accommodate storage and shop needs:
- b) This renovation will include:
 - i) Redo of existing Lab (sketch provided utilizing the IKEA web site showing proposed cabinetry and office expansion):
 - (1) Additional first floor lab casework and matching existing casework and countertop color and material.
 - (2) Incorporate two new office cubicles.
 - (3) Replace double door with a single HM door.
 - (4) Plan to review alternatives with the intent to simplify construction and reduce construction costs (i.e. take extra care by keeping plumbing, electrical, HVAC improvements to a minimum).



Quinns First Floor Lab Improvement

- ii) Review existing second floor Control Room for minor modifications and improvements to work spaces, benches, shelving, etc.
- iii) Renovation of approximately 2,000 square feet of existing administrative space for approximately twenty (20) personnel:
 - (1) Interior office space design and material selection for approximately:
 - (a) 1 enclosed office
 - (b) 5 cubicles
 - (c) 10 small workstations
 - (d) Conference room
 - (e) Lunch/gathering room for up to 25 employees
 - (f) Copy/printer/office storage room
 - (2) Maximize use of existing windows and study potential of adding two (2) new windows on the west façade with motorized shades.
- c) Budget: A target budget for improvements has been set at \$100,000 including all construction and soft costs. This budget will be finalized during the initial part of design with input from the A/E.
- d) Quinns Water Treatment projects are the most time sensitive of the four (4) project areas.



Quinns Second Office Floor Plan

4) Mine Bench Facility Improvements:

- a) Plans and possible renovation of the existing Mine Bench facility located at 7700 Marsac Avenue to accommodate reserved, flexible storage and shop space. No regular occupancy of this area is planned. Programming assistance is requested to explore possible improvements with building users: Streets, Storm Water, Water and Parks (storage only). These improvements may include:
 - i) Training Room (also useful for all hands meeting space)
 - ii) Mechanical equipment storage
 - iii) Small parts storage
 - iv) Shop space
 - v) Vehicle storage
 - vi) Possible administrative space
- b) Budget: Budget to be established in consultation with A/E.



Mine Bench Aerial View

AE Services:

A - DESIGN AND CONSTRUCTION DOCUMENTS:

- 1) **Program Validation:** Multiple tasks are included in the preliminary program validation phase:
 - a) Initial efforts will include as-built measurements of the remodel spaces as well as other data gathering provided by PCMC.
 - b) Program validation workshop meetings will be conducted with each of the affected departments utilizing a preliminary design of each project area for review and approval of the concepts.
 - c) Adjustments will be made to the proposed concept plans based on workshop findings and shared until approval to proceed with design is achieved.
 - d) A "fatal flaw" assessment will be provided for each project before proceeding into the design phase (meaning desired improvements will be tested against code and AHJ requirements and available project budgets to verify project viability).
- 2) **Project Design:** Upon approval, design plans will be developed further for initial evaluation by the technical consultant team and for review by the PCMC Departmental Team.
 - a) The project concepts will be developed into more detailed drawings including preliminary elevations and sections as applicable for each area.
 - b) Three (3) design meeting visits with technical consultant participation at design development.
 - c) Design approval will be the basis of moving forward with detailed documents.
- 3) **Construction Documents:** Once design development documents are approved, construction documents will commence. These documents will illustrate plans, elevations, sections and details of the program elements sufficient to obtain PCMC code official review and GC bids.
 - a) Final documents will be sealed by Utah licensed professionals for project permit submittal.
 - b) Book specifications will be provided.
 - c) Colors and finishes will be coordinated with the PCMC Departmental Team and shown in the final construction documents.
 - d) Structural design as needed will utilize the soil bearing parameters permitted by code.
 - e) Civil engineering will be limited to exterior improvements at the Bus Barn remodel only, including the cost for a survey limited to the east side of the Old Bus Barn.
 - f) Mechanical, Electrical and Plumbing and Fire Protection drawings will include the information pertinent to each discipline for permit and bidding.
- 4) **Project cost estimating:** Will be provided at key project milestones described above.

B - CONSTRUCTION SERVICES:

- 1) **Bidding:** Park City staff to administer bidding. The A/E team will assist with project bidding and issuance of addenda and pre-bid meeting. A/E to provide drawings and technical specifications, PCMC to provide front end bid documents (EJCDC). The bid approach is still under consideration but likely all projects will be bid under one contract.
- 2) **Site Visits:** The A/E team will provide the following project site visits in conjunction with the entire period of construction to be completed in approximately 150 days:
 - a) Architect: 15 construction visits (including prebid, preconstruction and one substantial completion visit);
 - b) Civil Engineer: 2 visits
 - c) Structural Engineer: 3 visits



- d) Electrical Engineer: 4 visits
- e) Mechanical Engineer: 5 visits
- f) Fire Protection Engineer: 3 visits
- g) Total A/E team member visits = 32
- 3) **Construction Administration:** CA for the projects will be led by Archiplex Group.
 - a) CA services include in-office support for submittal, request for information reviews (RFI's), PR and CO generation if needed, and as-built documentation (from information provided by the GC).
 - b) Site visit services include meeting minutes of the site meetings.

Anticipated Project Schedule:

We propose the following milestones for the project:

- | | |
|--|-------------------|
| 1. City Council Contract Review: | November 8, 2018 |
| 2. Archiplex Group NTP (Notice to Proceed): | November 15, 2018 |
| 3. Data Collection Complete: | November 30, 2018 |
| 4. Schematic Design Review: | January 4, 2019 |
| 5. Design Development Review: | January 18, 2019 |
| 6. Construction Documents Complete: | February 27, 2019 |
| 7. Advertise project for Bid: | February 28, 2019 |
| 8. Bids Due: | March 27, 2019 |
| 9. GC to Submit for Building Permit: | April 12, 2019 |
| 10. GC non-permit Mobilization Work: | April 12, 2019 |
| 11. Building Permit Secured: | May 14, 2019 |
| 12. Full Mobilization, Pre-Construction Meeting: | May 14, 2019 |
| 13. Substantial Completion: | August 6, 2019 |
| 14. Punch Complete and Occupy: | August 15, 2019 |

Proposal Assumptions:

1. All projects proceed simultaneously.
2. Local Authority building, planning or zoning applications, presentations or meetings extending beyond the scope anticipated in our current agreement are additional;
3. Scope changes subsequent to the completion of the schematic phase are additional (City stipulates that scope increases cannot exceed 10% of original contract amount without explicit approval of City Council. Should this occur, whichever Department is responsible for the overages will be responsible for returning to Council for additional funding);
4. No off-site improvements are required; utilities are available at each project site;
5. A/E services limited to those specifically mentioned in this document or the RFP;
6. Security Systems by Owner (A/E to coordinate with AVTEC, subsidiary of CVE & PCMC security provider), scope to include all pathways and wire for security (security equipment by Owner)
7. Communications & Network Design by A/E to include low voltage conduit, raceway, trays, network drops, wire, etc. as part of overall GC bid package (Owner to provide overall guidance and will provide network equipment);
8. Electrical and other utility services capacity is adequate for the renovations/remodels anticipated;
9. Structural field verification/documentation of the existing structures is additional.
10. Audio/Visual design/engineering is additional.
11. Specialty MEP systems equipment engineering is excluded.
12. Building/Systems Commissioning is excluded.
13. Hazardous materials identification and removal excluded.



14. Solar panel electrical engineering is additional.
15. Plan Review, Permit, and Inspection fees or other fees required by AHJ's (Authorities Having Jurisdiction) are the responsibility of the Owner.
16. Printing required for AHJ (Authorities Having Jurisdiction) submittals only.

Project Fee:

The architectural and engineering (AE) fees are based upon information provided by PCMC PU-PW. We have analyzed the fee on the basis of project hours and have developed a fee table for our combined project team. Each of the four (4) projects required is presented as a separate fee for project funding purposes. The fee tables follow below:

		Pre-Design	Project Design	Construction Documents	Bidding & CA	Total
1. OLD BUS BARN						
Architecture	Archiplex Group	\$ 3,365.00	\$ 5,047.50	\$ 20,190.00	\$ 5,047.50	\$ 33,650.00
Civil	Great Basin Engineering	\$ 1,150.00	\$ 500.00	\$ 2,000.00	\$ 1,200.00	\$ 4,850.00
Structural	BHB Structural	\$ 425.00	\$ 637.50	\$ 2,550.00	\$ 637.50	\$ 4,250.00
Mechanical / Plumbing	WHW Mechanical	\$ 450.00	\$ 675.00	\$ 2,700.00	\$ 675.00	\$ 4,500.00
Electrical	ECE Electrical	\$ 640.00	\$ 960.00	\$ 3,840.00	\$ 960.00	\$ 6,400.00
Fire Protection	CBPE Fire Protection	\$ 100.00	\$ -	\$ 750.00	\$ 50.00	\$ 900.00
Cost Estimating	ProCost	\$ 160.00	\$ 320.00	\$ 320.00	\$ -	\$ 800.00
		\$ 6,290.00	\$ 8,140.00	\$ 32,350.00	\$ 8,570.00	\$ 55,350.00
Old Bus Barn Additional Allowances:						
Solar Panel Weight Ck.	BHB Structural	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
Seismic Upgrade	BHB Structural	\$ -	\$ 1,200.00	\$ 7,000.00	\$ 800.00	\$ 9,000.00
Seismic Upgrade	Archiplex Group	\$ 280.00	\$ 420.00	\$ 1,680.00	\$ 420.00	\$ 2,800.00
Acoustical Consulting	Sound Design	\$ -	\$ 1,500.00	\$ 3,000.00	\$ -	\$ 4,500.00
2. PU-PW & TRANSIT RESIDENCES						
Architecture	Archiplex Group	\$ 3,635.00	\$ 5,452.50	\$ 21,810.00	\$ 5,452.50	\$ 36,350.00
Civil	Great Basin Engineering	\$ -	\$ -	\$ -	\$ -	\$ -
Structural	BHB Structural	\$ 395.00	\$ 592.50	\$ 2,370.00	\$ 592.50	\$ 3,950.00
Mechanical / Plumbing	WHW Mechanical	\$ 600.00	\$ 900.00	\$ 3,600.00	\$ 900.00	\$ 6,000.00
Electrical	ECE Electrical	\$ 640.00	\$ 960.00	\$ 3,840.00	\$ 960.00	\$ 6,400.00
Fire Protection	CBPE Fire Protection	\$ 100.00	\$ -	\$ 750.00	\$ 50.00	\$ 900.00
Cost Estimating	ProCost	\$ 160.00	\$ 320.00	\$ 320.00	\$ -	\$ 800.00
		\$ 5,530.00	\$ 8,225.00	\$ 32,690.00	\$ 7,955.00	\$ 54,400.00
PU-PW & Transit Residences Additional Allowances						
Solar Panel Weight Ck.	BHB Structural	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
Seismic Upgrade PU-PW	BHB Structural	\$ -	\$ 2,250.00	\$ 5,400.00	\$ 1,350.00	\$ 9,000.00
Seismic Upgrade Transit	BHB Structural	\$ -	\$ 2,500.00	\$ 6,000.00	\$ 1,500.00	\$ 10,000.00
Acoustical Consulting	Sound Design	\$ -	\$ 1,500.00	\$ 3,000.00	\$ -	\$ 4,500.00
3. QUINNS WTP SECOND FLOOR						
Architecture	Archiplex Group	\$ 1,290.00	\$ 1,935.00	\$ 7,740.00	\$ 1,935.00	\$ 12,900.00
Civil	Great Basin Engineering					\$ -
Structural	BHB Structural	\$ -	\$ -	\$ -	\$ -	\$ -
Mechanical / Plumbing	WHW Mechanical	\$ 175.00	\$ 262.50	\$ 1,050.00	\$ 262.50	\$ 1,750.00
Electrical	ECE Electrical	\$ 300.00	\$ 450.00	\$ 1,800.00	\$ 450.00	\$ 3,000.00
Fire Protection	CBPE Fire Protection	\$ 100.00	\$ -	\$ 750.00	\$ 50.00	\$ 900.00
Cost Estimating	ProCost	\$ 160.00	\$ 320.00	\$ 320.00	\$ -	\$ 800.00
		\$ 2,025.00	\$ 2,967.50	\$ 11,660.00	\$ 2,697.50	\$ 19,350.00
Quinns WTP Additional Allowances						
Solar Panel Weight Ck.	BHB Structural	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
Acoustical Consulting	Sound Design	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 2,000.00

4. MINE BENCH						
Architecture	Archiplex Group	\$ 1,250.00	\$ 1,875.00	\$ 7,500.00	\$ 1,875.00	\$ 12,500.00
Civil	Great Basin Engineering	\$ -	\$ -	\$ -	\$ -	\$ -
Structural	BHB Structural	\$ -	\$ -	\$ -	\$ -	\$ -
Mechanical / Plumbing	WHW Mechanical	\$ 350.00	\$ 525.00	\$ 2,100.00	\$ 525.00	\$ 3,500.00
Electrical	ECE Electrical	\$ 580.00	\$ 870.00	\$ 3,480.00	\$ 870.00	\$ 5,800.00
Fire Protection	CBPE Fire Protection	\$ 100.00	\$ -	\$ 750.00	\$ 50.00	\$ 900.00
Cost Estimating	ProCost	\$ 160.00	\$ 320.00	\$ -	\$ -	\$ 480.00
		\$ 2,440.00	\$ 3,590.00	\$ 13,830.00	\$ 3,320.00	\$ 23,180.00
Mine Bench Additional Allowances						
As-Built Measurements	Archiplex Group	\$ 2,750.00	\$ -	\$ -	\$ -	\$ 2,750.00
Solar Panel Weight Ck	BHB Structural	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
Seismic Upgrade	BHB Structural	\$ -	\$ 1,200.00	\$ 7,000.00	\$ 800.00	\$ 9,000.00
Seismic Upgrade	Archiplex Group	\$ 280.00	\$ 420.00	\$ 1,680.00	\$ 420.00	\$ 2,800.00
Acoustical Consulting	Sound Design	\$ -	\$ 1,000.00	\$ 2,000.00	\$ -	\$ 3,000.00
Archiplex Team Fee Total		Fee				\$152,280.00

Our fee proposal for this work are the lump sums as shown in the fee table above. The basic fees include architectural, civil, structural, mechanical, plumbing, fire protection, and electrical design.

We have added some specialty services as allowances below each project that PCMC PU-PW may want to utilize in the project pending a later decision. Incidentals such as exact owner/contractor printing costs are presently unknown and are not included in the stated fees.

We are delighted to be selected for the PCMC PU-PW renovations projects. If you have any questions, please do not hesitate to call.

Sincerely,

CONSULTANT: Archiplex Group, LLC

CLIENT: PCMC (Park City Municipal Corp.)



By: Ralph Stanislaw
Title: Principal

Date: October 17, 2018

Accepted By:
Title: Authorized Representative Date:

Council Agenda Item Report

Meeting Date: November 8, 2018

Submitted by: Tricia Lake

Submitting Department: Legal

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve a Legal Services Agreement between Park City Municipal Corporation and Ray Quinney & Nebeker to be Counsel for Park City in the Personal Injury Litigation Entitled C.L., et al., v. Park City Municipal Corporation
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Legal Services Staff Report](#)

[Attachment A: Legal Services Agreement](#)



City Council Staff Report

Subject: Approve a Legal Services Agreement between Park City Municipal Corporation and Ray Quinney & Nebeker
Author: Tricia S. Lake, Assistant City Attorney
Department: City Attorney's Office
Date: November 8, 2018
Type of Item: Administrative

Recommendation:

Approve a Legal Services Agreement between Park City Municipal Corporation and Ray Quinney & Nebeker. In consultation with and at the direction of the City Attorney, the firm's team will represent the City in the personal injury litigation entitled Chierstin and Jason Luettinger v. Park City; Kwik Goal Ltd.; and Unknown Retailer, and will be led by Rick Rose.

Background:

- On July 26, 2018 the City received a Notice of Claim from the law firm of Dewsnup King Olsen Worel Havas Mortensen on behalf of their clients Chierstin and Jason Luettinger putting the City on notice of their intent to sue the City for injuries sustained by their minor child.
- Injuries claimed arose during a 3rd party event at the Park City Sports Complex at Quinns and include multiple facial fractures and traumatic brain injury.
- On August 3, 2018, the City disseminated a request for qualifications for personal injury defense legal counsel services. Pursuant to this request, the City received a statement of qualifications from three law firms.
- Of the three firms whom submitted a statement of qualifications, Ray Quinney & Nebeker was selected, subject to City Council approval, due to their extensive jury trial experience and expertise in defending traumatic brain injury cases.
- Attorney's services under this Agreement will include all services necessary to provide competent representation and assistance as requested or required within the scope of the Agreement, including representing City at all stages of litigation.
- Legal services are anticipated to exceed a cumulative total of \$25,000 for the pendency of the litigation.

Funding Source:

Funding for the Legal Services will come from the City's risk management fund up to the City's self-insured retention.

Attachments:

Attachment A: Legal Services Agreement

LEGAL SERVICES AGREEMENT

THIS AGREEMENT (Agreement) is between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation (City), and _____, a _____ (corporation/LLC/etc.) authorized to and doing business in Utah, with offices located at _____ (Attorney), and is dated as of the date the City Recorder attests the applicable City signature, which shall be the recordation date (Effective Date).

RECITALS

WHEREAS, the City requires outside legal counsel from time to time to assist with representation in connection with City matters;

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

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

WHEREAS, Attorney represents that Attorney is qualified to and has agreed to perform the legal services described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1 - SERVICES

Attorney agrees to perform the services specified in Exhibit A, attached hereto and hereby incorporated by reference.

ARTICLE 2 – COMPENSATION

City will compensate Attorney for services performed pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto and hereby incorporated by reference.

ARTICLE 3 – TERM

This Agreement will commence as of [DATE], and continue through the termination of litigation unless terminated earlier by City.

ARTICLE 4 – BILLING

Attorney will submit invoices for services performed pursuant to this Agreement in the manner set forth at Exhibit C, attached hereto and hereby incorporated by reference.

ARTICLE 5 – PAYMENT

City will use its best efforts to secure payment for the services performed pursuant to this Agreement within thirty (30) days after Attorney's invoice has been received by City and reviewed by the City as further set forth at Exhibit C.

ARTICLE 6 – CONSULTATION

Attorney will at all times work in consultation with and at the direction of the City. Attorney will keep the City fully informed as to the progress of all matters covered by this Agreement and will provide written updates as directed. Attorney will submit to City for review and comment all documents to be filed with a court or administrative agency prior to filing, unless otherwise directed by City or unless time constraints prohibit review and filing is in the best interests of City. Attorney will promptly furnish City with copies of all correspondence, court documents and briefs, and other documents prepared in connection with the services rendered pursuant to this Agreement.

ARTICLE 7 – SUBCONTRACTING

Attorney shall not subcontract, assign, or transfer all or any part of its interests in the work covered by this Agreement without prior written consent by City. The City reserves the right to reject without cause any such assignment. Attorney shall use junior attorneys, paralegals, or clerks within Attorney's firm to do work in connection with this Agreement where reasonably possible to reduce costs.

ARTICLE 8 – OWNERSHIP OF DOCUMENTS

All documents and records produced by Attorney in connection with this Agreement, without limitation, shall become and remain the property of City.

- A. City shall have the right to use such documents and records without restriction or limitation and without further compensation to Attorney.
- B. Upon completion of the services under this Agreement, or at the termination of this Agreement, all documents, data, and records shall, at the option of City, be appropriately arranged, indexed, and delivered to City by Attorney.
- C. Any information obtained by Attorney from City in connection with this Agreement shall be kept confidential unless disclosure of such information to third parties is approved in writing in advance by City. Notwithstanding the foregoing and unless otherwise directed by City, Attorney may disclose information as necessary during the course of performing this Agreement to consultants or other independent contractors which City has designated to Attorney as having been retained by City to represent City's interests with respect to this matter.

ARTICLE 9 – CONTRACT CHANGES

This Agreement is the only agreement or understanding between the parties and may only be modified or amended by writing signed by both parties.

ARTICLE 10 – CONFLICT OF INTEREST

By signing this Agreement, Attorney covenants that Attorney neither has nor will acquire any interest, direct or indirect, which may in any manner conflict with Attorney's performance under this Agreement unless such conflict is waived in writing by the City Attorney. Attorney further covenants that no person having such an interest will be employed by Attorney during the performance of this Agreement unless such conflict is waived by the City Attorney. Attorney covenants that all conflicts existing at the time of executing the Agreement have been disclosed. Attorney shall have a continued duty to update the City Attorney on any conflicts while Attorney is acting as legal counsel for the City.

ARTICLE 11 – INSURANCE

- A. Attorney, at its own cost and expense, shall secure and maintain the following policy of insurance:

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

- B. Pre-Cancellation Notice. The insurance policy required above shall further provide that the policy may not be canceled or modified in a way which impairs the protection without thirty (30) days prior written notice to City.
- C. Certificates of Insurance. Prior to execution of this Agreement by City, Attorney shall provide City with certificates evidencing the coverage described above in a form acceptable to City Attorney's Office.

ARTICLE 12 – PROHIBITED INTEREST, NO THIRD PARTY RIGHTS, NO GRATUITY TO CITY EMPLOYEES

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision-making authority and

is engaged in the procurement process or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging, or travel from anyone that is seeking or has a contract with the City.

ARTICLE 13 - GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT

City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor (GRAMA). All materials submitted by Attorney pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA, records that are protected by attorney client privilege, or other applicable law that would prevent disclosure of certain records. The burden of claiming an exemption from disclosure shall rest solely with Attorney. Any materials for which the Attorney claims a privilege from disclosure shall be submitted marked as "Confidential" and accompanied by a statement from Attorney explaining Attorney's claim of exemption from disclosure. City will promptly notify Attorney of any requests made for disclosure of documents submitted under a claim of confidentiality. Attorney may, at the Attorney's sole expense, take any appropriate actions to prevent disclosure of such material. Attorney specifically waives any claims against City related to disclosure of any materials required by GRAMA.

ARTICLE 14 – EMPLOYMENT STATUS VERIFICATION SYSTEM (SB 81)

- A. Attorney and each person signing on behalf of Attorney certifies as to its own entity, under penalty of perjury, that the named Attorney has registered and is participating in the Status Verification System to verify the work eligibility status of the Attorney's new employees that are employed in the state of Utah in accordance with UCA Section 63G-12-302.
- B. Attorney shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) attorney by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided to Attorney prior to the notice to proceed for the subcontractor to perform the work."
- C. Manually or electronically signing the Agreement is deemed Attorney's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws, including UCA Section 63G-12-302.

ARTICLE 15 – PROFESSIONAL SERVICES

The professional legal services rendered pursuant to this Agreement are not rendered

as an employee of City. Amounts paid pursuant to this Agreement constitute compensation paid to an independent contractor. City assumes no liability for actions of Attorney.

ARTICLE 16 – TERMINATION

This Agreement may be terminated at the option of City in its sole discretion upon three (3) days written notice. If City elects to terminate, Attorney will be entitled to payment for satisfactory services rendered under this Agreement up to and including the date of termination, and all obligations shall remain as set forth herein.

ARTICLE 17 – APPLICABLE LAW, JURISDICTION AND VENUE

This Agreement and Attorney's obligations and services hereunder are made and must be performed in compliance with all applicable federal, state and local laws. The interpretation and enforcement of this Agreement shall be pursuant to the laws of the state of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the day and year first above written.

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
PO Box 1480
Park City, UT 84060-1480

Diane Foster, City Manager

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

ATTORNEY
Address:
City, State, Zip:
Tax ID #:

by: _____
Signature

Print Name

its: _____
Print Title

STATE OF UTAH)

) ss.

COUNTY OF SUMMIT)

On this ____ day of _____, 20__, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of _____, a _____ corporation (or limited liability company) by authority of its Bylaws/Resolution of the Board of Directors (if as to a corporation) or Member Resolution (if as to a limited liability company), and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a _____ corporation (or limited liability company).

Notary Public

Residing at

My commission expires _____

EXHIBIT A
SCOPE OF SERVICES

In consultation with and at the direction of City, Attorney will be counsel for City in the personal injury litigation entitled Corbin Luettinger, et al., v. Park City Municipal Corporation.

- A. Attorney's services under this Agreement will include all services necessary to provide competent representation and assistance as requested or required within the scope of this Agreement, including, but not limited to, the following:
1. Preparing documents necessary or advisable in connection with assisting City;
 2. Providing advice and consultation to City as necessary or as directed by City;
 3. Preparing periodic reports regarding Attorney's actions as requested by City;
 4. Consultation with appropriate persons or entities in connection with advancing City's interests;
 5. Representing City at all stages of litigation;
 6. Third-party practice including review of insurance/special event;
 7. Other representation or assistance as requested by City.
- B. City agrees to cooperate fully with Attorney in the representation contemplated by this Agreement, including furnishing all relevant information and documents, attending meetings, and other assistance.

EXHIBIT B COMPENSATION

As full payment for Attorney's performance under this Agreement, Attorney will receive the following:

- A. City will reimburse Attorney for all reasonable, actual and direct costs of labor incurred for time actually spent fulfilling the terms of this Agreement as follows:

City will pay the stated hourly rates for work performed by the following people:

1)	Rick Rose	Partner	\$360/hr
2)	Robert Harrington	Partner	\$250/hr
3)	Blake Biddulph	Associate	\$200/hr
4)	Michelle Somers	Paralegal	\$145/hr

As used under the terms of this Agreement and where cost savings result, associates, paralegals and similar personnel shall be used in the performance of this Agreement and will be billed at their regular rates. Administrative personnel shall be used where appropriate and shall be included within the scope of non-reimbursable costs described in paragraph B.3., below.

- B. City will reimburse Attorney for all reasonable, actual, ordinary and necessary direct non-labor costs incurred in fulfilling the terms of this Agreement as follows:

1. Reasonable, actual, ordinary and necessary expenses for the following:

- a. Actual long distance telephone, expedited postage, parcel post, and freight and packaging expenses;
- b. Reproduction services, such as photographs, printing, and offset work as directed, and photocopy charges at Attorney's regular rates, but not in excess of ten (10) cents per page;
- c. Actual online printing charges for necessary computerized research;
- d. Courier services; and
- e. Filing fees and other court or agency costs associated with the representation.

2. City will not pay overtime expenses for office support staff, except where necessary to perform services that could not reasonably be performed in the normal course of employment.

3. It is understood that Attorney's hourly rates include the cost of providing ordinary administrative and ministerial work associated with operating Attorney's firm and representing clients, including, but not limited to, secretarial and similar staff assistance; accounting and billing services; costs for providing and maintaining facilities; local phone and utility services; any cost for local meals or transportation, the cost of employee benefits, bonuses, and incentives; computer, fax, and software expenses; and the cost of keeping the client informed as to the status of the Attorney's work.
 4. No travel expenses will be reimbursed by City except when specifically authorized by City. When so authorized, City will reimburse Attorney for the reasonable, actual, ordinary and necessary expenses for air travel, meals, lodging, taxis, parking, and other intracity transportation costs actually incurred by Attorney to fulfill Attorney's obligations under the Agreement.
- C. Attorney will retain all receipts and documentation relating to billed expenses and shall, upon request of City, provide the same.
- D. City shall not be liable for any charges or expenses except those specifically set forth herein. Other materials or services required for and used solely in the fulfillment of this Agreement may be approved by City, and Attorney shall obtain approval from City before incurring any expenses not reasonably contemplated by this Exhibit B.

EXHIBIT C
BILLING PROCEDURES

- A. Each month Attorney will submit to City an invoice for services performed during the previous calendar month (the "Billing Period"), unless the invoice is anticipated to exceed \$10,000.00 upon which it shall require pre-approval. Each invoice shall contain the following information:
1. A list of each person who performed services under this Agreement during the Billing Period, the date on which those services were performed, the number of hours worked by each person, and a description of the work performed during those hours. The number of hours worked by each person performing services under this Agreement shall be recorded in hours, and for portions less than an hour, in ten (10) minute increments.
 2. The dollar amounts attributable to each person performing services under this Agreement shall be in accordance with the rates established in Exhibit B to this Agreement. The invoice shall specify all non-labor costs incurred in connection with performing services under this Agreement, and shall itemize each such expense, such as copies, phone calls, and the like.
 3. All billing records of Attorney shall be kept in accordance with sound accounting principles.
- B. Attorney shall submit each monthly invoice to the following address:
- Mark Harrington, City Attorney
Park City Municipal Corporation
City Attorney's Office, City Hall
445 Marsac Avenue
PO Box 1480
Park City, Utah 84060
- C. All invoices will be reviewed by City, and City will use its best efforts to complete this review in a timely manner. City reserves the right to request clarification of any invoice, and to deny payment of any item which it determines to be inconsistent with the terms set forth in this Agreement.
- D. Attorney agrees that bills will be submitted in the manner set forth herein, and that its billing practices will fairly and reasonably represent Attorney's work performed pursuant to this Agreement.

Council Agenda Item Report

Meeting Date: November 8, 2018

Submitted by: Clint Mcafee

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Authorize the Public Utilities Director to Enter into an Amended Stipulated Compliance Order for the Judge and Spiro Tunnel Utah Pollutant Discharge Elimination System Permits between Park City Municipal Corporation and the Utah Division of Water Quality, in a Form Approved by the City Attorney
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Amended Stipulated Compliance Order Staff Report](#)

City Council Staff Report

Subject: Amended Stipulated Compliance Order
Author: Clint McAfee
Department: Public Utilities
Date: November 8, 2018
Type of Item: Administrative

Recommendation

Staff recommends Council authorize the Public Utilities Director to enter into an Amended Stipulated Compliance Order for the Judge and Spiro Tunnel Utah Pollutant Discharge Elimination System permits between Park City Municipal Corporation and the Utah Division of Water Quality, in a form approved by the City Attorney.

Background

- 2009 - EPA directed Park City to obtain Utah Pollutant Discharge Elimination System permits (UPDES) for Judge and Spiro Tunnels
- 2011 - Park City submitted initial applications for UPDES permits for the Judge and Spiro Tunnel discharges
- 2014 – Division of Water Quality (DWQ) issued Park City UPDES permits and also executed the 2014 Stipulated Compliance Order (SCO) (link to staff report and 2014 SCO provided below)
- 2017 and 2018 – due to extreme costs and land requirements, staff renegotiated the 2014 SCO to reduce the financial burden on Park City. The Amended SCO (ASCO) currently before council is the result of the negotiations.
- Summary of 2014 SCO requirements:
 - Comply with Judge UPDES permit by 2024 (900 gallons per minute (gpm) average flow)
 - Comply with Spiro UPDES permit by 2033 (4,500 gpm average flow)
 - To accomplish treatment requirements a treatment plant capacity of 9,000 gpm would have been required to treat peak discharge flow rates
- Summary of ASCO requirements:
 - Comply with Judge UPDES permit by 2024 (no change from 2014 SCO)
 - Comply with Spiro UPDES permit by 2033 subject to maximum treatment capacity and minimum treated flow rates as outlined in Paragraphs 17.O and 17.P in ASCO
 - Treat 500 gpm, based on a 30-day average, of Spiro by 2024
 - Treat an additional 500 gpm, based on a 30-day average, of Spiro by 2029
 - Maximum required treatment capacity of 3,000 gpm
 - Spiro permit review in 2033 to determine need to treat additional Spiro discharge up to a total treatment rate of 3,000 gpm
 - If further treatment beyond 3,000 gpm is needed after 2033, a timeline to develop a future compliance schedule based on a modified ASCO and/or modified UPDES permit with new effluent limitations based on water quality standards will be developed
- Summary of ASCO advantages:
 - ASCO greatly mitigates near and long term water rate increases

- Maintains permit coverage and improvement of water quality in local water ways
- ASCO reduces required size of treatment plant from 9,000 gallons per minute to 3,000 gpm. (significant capital cost and land disturbance reduction)
- ASCO greatly reduces required treatment of Spiro Tunnel from an average of 4,500 gpm to a maximum of about 2,200 gpm. (significant operations cost reduction)

Funding

The amended SCO significantly reduces the capital and operational costs related to compliance with the Spiro UPDES permit. It must be noted that this is still going to be an expensive treatment plant and will cost more than what was anticipated when Council approved the original SCO (see Link A below for 2014 staff report). Funding for the infrastructure required to comply with the ASCO and UPDES permits is included in the adopted CIP budget and will be funded entirely by water service fees. As infrastructure design and costs are finalized, the amounts in the adopted budgets may need to be modified.

Links to Documents

[Link A](#) - July 31, 2014 staff report for Stipulated Compliance Order

[Link B](#) - 2014 Stipulated Compliance Order

[Link C](#) – 2018 Draft Amended Stipulated Compliance Order

Council Agenda Item Report

Meeting Date: November 8, 2018

Submitted by: Roger McClain

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Authorize the City Manager to Execute the Second Amendment to the Professional Services Agreement, in a Form Approved by the City Attorney, with CH2M, Inc., for the 3Kings Water Treatment Facility (3KWTF) Phase III Design Services in an Amount Not to Exceed \$5,870,000

(A) Public Input (B) Action

Suggested Action:

Attachments:

[3Kings Water Treatment Facility Second Addendum Staff Report](#)



City Council Staff Report

Subject: 3Kings Water Treatment Facility Phase III - Design Services Professional Services Agreement, Second Addendum – CH2M, Inc.
Author: Roger McClain, Public Utilities Engineering Manager
Department: Public Utilities
Date: November 8, 2018
Type of Item: Administrative

Recommendation

Staff recommends Council authorize the City Manager to execute the Second Amendment to the Professional Services Agreement, in a form approved by the City Attorney, with Jacobs (dba CH2M, Inc.), for the 3Kings Water Treatment Facility (3KWTF) Phase III Design Services in an amount not to exceed \$5,870,000.

Background

In 2014 the Utah Division of Water Quality and Park City entered into an agreement which outlines the terms for Park City bringing the Judge and Spiro Tunnel discharges into compliance with the Clean Water Act. Park City determined the reconstruction of the existing Spiro Water Treatment Plant to be the best alternative to achieve compliance. To avoid confusion, the reconstructed facility is referred to as the 3Kings Water Treatment Plant (3KWTP).

Design Services Approach

The 3KWTP design and construction engineering services contract has been phased to meet the Concept Design (10%), Schematic Design “SD” (30%), Design Development “DD” (60%), Construction Drawings “CD” (100%), and Construction Support “CS” to align with the City’s project management approach. Accordingly, each phase is to be scoped independently, subsequent to the completion of the prior phase (the City has retained the option of soliciting and selecting a different consulting firm for future phases of the work). The scope and fee for each phase is to be presented to City Council, as amendment(s) to the initial PSA.

Staff’s recommendation to Council for authorization of the original PSA contained an estimated total contract amount, including anticipated amendments associated with future phases. It was noted that the total contract amount would significantly exceed the initial PSA amount. Fees associated with future phases of the Project were projected, in first quarter 2017 dollars, as follows:

WTP Design Phases	Estimated Design Services Fee	Percentage of Estimated Construction Cost	Authorized Contract Amount
Concept Design (10%):	\$1.50M	2.6%	\$1.49M
Schematic Design (30%):	\$1.47M	2.6%	\$1.60M

Design Development (60%):	\$1.68M	3.0%	\$5.60M
Construction Drawings (100%):	\$2.85M	5.0%	
Commissioning:	\$0.13M	0.2%	
Other Design Services:	\$0.56M	1.0%	

Fee projections are based on consultants experience and rule-of-thumb projections with the understanding that actual design fees are to be further refined as the design approach and criteria are more clearly defined.

Prior Key Reports and Meetings

- Following a publically advertised Request for Qualifications, CH2M Engineers, Inc. (CH2M) was selected to provide engineering and architectural services for the 3KWTP. At the May 25, 2017 City Council Meeting the Concept Design phase scope of services and associated fee was authorized by Council, and a PSA with CH2M was subsequently executed in an amount not-to-exceed \$1,497,909.
Link: <http://parkcityut.igm2.com/Citizens/FileOpen.aspx?Type=1&ID=2258&Inline=True>
- At the November 16, 2017, City Council Work Session, staff presented a Concept Plan for the proposed treatment facility to Council.
Link: <http://parkcityut.igm2.com/Citizens/FileOpen.aspx?Type=1&ID=2306&Inline=True>
- At the April 5, 2018, City Council Meeting, the Schematic Design phase scope of services and associated fee was authorized by Council, and a PSA with CH2M was subsequently executed in an amount not-to-exceed \$1,600,000.
Link: <http://parkcityut.igm2.com/Citizens/FileOpen.aspx?Type=1&ID=2364&Inline=True>
- At the June 21, 2018, City Council Work Session, staff presented the 3KWTP Schematic Design to Council and received direction to proceed with applications to the Park City Planning Department.
- Conditional Use Permit & Plat and Master Planned Development applications were submitted to the Planning Department on July 16, 2018 and October 12, 2018, respectively. The applications are currently in the City Planning Department review and approval process. A Planning Commission meeting was held on October 24, 2018.

Consultant Services

The engineering and architectural services to be provided under this amendment are generally categorized into the following tasks. The complete detailed scope of services is to be included in the Second Amendment to the Professional Services Agreement.

3KWTP "DD" & "CD" Services – Subtotal \$5,600,000

- Task 1 – Project Management - \$444,000
- Task 2 – Coordination with ECI Contractor, Energy Modeling Engineer/Building Envelope Commissioning Agent, and Off-site Engineer - \$264,000
- Task 3 – 60% Design Development Submittal \$1,940,000
- Task 4 – Demolition Package Submittal Development - \$47,000
- Task 5 – GMP Construction Documents and 100% Final Construction Documents Submittals - \$2,720,000
- Task 6 – Instrumentation and Control Development - \$135,000
- Task 8 – City Council, Building Department, and Stakeholder Meetings: Presentation/Support - \$50,000

System-wide Capacity and Reliability Related Improvements – Subtotal \$270,000
Task 7a – Operations Support and Process Manual Updates - \$78,000
Task 7b – QJWTP Reliability Improvements - \$192,000

Summary

- Staff, in conjunction with Jacobs, has developed and negotiated the Design Development (DD) and Construction Drawing (CD) phases scope of services and associated fees, as included in Attachment B to the Staff Report.
- Staff has identified additional water treatment needs at the QJWTP to ensure reliable safe drinking water supply during the demolition of the Spiro Water Treatment Plant and subsequent construction of the 3KWTP. Design services related to these improvements, that include treatment plant capacity rerating technical analysis/documentation and raw water influent pH adjustment, have been developed and the scope/fee negotiated.
- Staff feels that the proposed scope and fee is consistent with services of the nature, scope, and expertise associated with the complex treatment facility design that is required to address the SCO. Staff recommends authorization of the Second Amendment to the Professional Services Agreement (PSA) with CH2M, Inc. for the DD and CD phase design services in an amount not-to-exceed \$5,800,000.
- Schedule. It is anticipated that, to meet the proposed construction completion schedule of spring/summer 2022, the DD and CD design services will begin immediately upon addendum authorization and execution and will be completed by spring of 2020.

Next Steps

- Staff will be issuing Request for Qualifications for Construction Support phase services such as: construction engineering, materials testing, building commissioning, etc.

Funding Source

The funding for this contract is from water service fees and has been approved as part the 5 year CIP. Once cost estimates have been completed, approved budgets may have to be modified for engineering and construction which will be requested as part of the FY2020 budget processes.

Council Agenda Item Report

Meeting Date: November 8, 2018

Submitted by: Roger McClain

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Authorize the City Manager to Execute the Design Professional Services Agreement, in a Form Approved by the City Attorney, with Bowen, Collins and Associates, for the 3Kings Water Treatment Plant Off-Site Improvements Design Services in an Amount Not to Exceed \$755,000

(A) Public Input (B) Action

Suggested Action:

Attachments:

[3Kings Water Treatment Facility Engineering Services Staff Report](#)

City Council Staff Report

Subject: 3Kings Water Treatment Plant Off-Site Improvements - Engineering Services
Bowen, Collins and Associates – Design Professional Services Agreement

Author: Roger McClain, Public Utilities Engineering Manager

Department: Public Utilities

Date: November 8, 2018

Type of Item: Administrative

Summary Recommendation

Staff recommends Council authorize the City Manager to execute a Design Professional Services Agreement, in a form approved by the City Attorney, with Bowen, Collins and Associates, Inc., for the 3Kings Water Treatment Plant Off-Site Improvements - Engineering Services in an amount not to exceed \$755,000.00.

Background

- Staff has identified several 3Kings Water Treatment Plant (3KWTP) Project associated improvements that lie outside of the immediate treatment plant site “limits” and are not a part of the treatment plant design engineer’s scope of services.
- In accordance with the City’s procurement policy, a publically advertised Request for Qualifications was issued December 18, 2017 for engineering services related to the identified improvements. Subsequently, in accordance with the RFP selection process, Bowen, Collins and Associates has been chosen to provide engineering services for specified off-site improvements.
- An initial project scoping effort, to develop concepts and alternatives, has been completed and used as the basis for development of the staff negotiated scope and fee to provide the preliminary and final engineering phase services for the defined improvements.
- Based on direction from Weber Basin Water Conservancy District (WBWCD) and concurrence by the *Western Summit County Project Master Agreement* parties, Park City Water will act as the Project Manager for the interconnect related project elements.

Consultant Services

Improvements and related consultant services are summarized below. The complete detailed scope of services is to be included in the Design Professional Services Agreement (DSPA)

Provide studies, survey, preliminary and final design, cost estimates, and construction documents for the following Projects and corresponding elements:

3KWTP Off-site Improvements, \$218,000

- o 3KWTP to Spiro Tunnel utility improvements
- o 3KWTP to golf course ponds piping improvements
- o golf course pond dredging and pond level control structures

- o raw and potable water lines, storm water management and detention, sanitary sewer, and dry utilities to support the 3KWTP

Spiro Tunnel Improvements, \$150,000

- o Utility and structural design for rehabilitation of the first interior 400 feet of the Spiro Tunnel

Empire Canyon Raw Water Tank Replacement, \$101,000

- o demolish existing 1MG above grade steel tank
- o new 200Kgal buried concrete raw water tank and replace appurtenant piping
- o replace existing control valve/filter building
- o new pig launch vault.

Raw Water Pipeline Pigging Facilities, \$189,000

- o new pig launch vault at the Signal Hill area
- o new pig retrieval control vault at the Quinns Junction Water Treatment Plant (QJWTP)
- o expansion of the existing QJWTP storm water detention basin for pigging water discharge containment
- o raw water line modifications to support pigging facilities
- o instrumentation and controls to pig retrieval control vault
- o vacuum truck dump station

WBWCD Interconnect, \$97,000

- o Potable water interconnect vault, valves & appurtenances, metering, instrumentation, and controls to connect Boothill and Fairway Hills pressure zones at the QJWTP
- o Potable water supply line interconnect between QJWTP and Weber Basin Water Conservancy District water system
- o Water system modeling associated with water system interconnects

Summary

- Staff finds that the proposed scope and fee is consistent with services of the nature, scope, and expertise associated with the various projects and recommends authorization of the Design Professional Services Agreement (DPSA) with Bowen Collins and Associates in an amount not-to-exceed \$755,000.00.
- Schedule. To meet the proposed 3KWTP construction completion schedule of spring/summer 2022, the design services will begin immediately upon agreement execution and will be completed before the end of 2019.

Funding Source

The funding for this contract is from water service fees. Partial funding of the Project has been approved as part the 5-year CIP. Once project cost estimates have been completed, additional funding for engineering and construction will be requested as part of future FY budget processes.

Funding for the regional interconnect will be administered by the WBWCD consistent with the Western Summit County Project Master Agreement.

Council Agenda Item Report

Meeting Date: November 8, 2018

Submitted by: Roger McClain

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Authorize the City Manager to Execute an Agreement, in a form approved by the City Attorney, with Alder Construction Company for Early Contractor Involvement Pre-construction Services Associated with the 3Kings Water Treatment Plant Project in an Amount Not to Exceed \$183,500.00

(A) Public Input (B) Action

Suggested Action:

Attachments:

[3Kings Water Treatment Facility Preconstruction Services Staff Report](#)

City Council Staff Report



Subject: 3Kings Water Treatment Plant ECI Pre-construction Services – Agreement, Alder Construction Company
Author: Roger McClain, Public Utilities Engineering Manager
Department: Public Utilities
Date: 10/09/2018
Type of Item: Administrative

Recommendation

Staff recommends Council authorize the City Manager to execute an Agreement, in a form approved by the City Attorney, with Alder Construction Company for Early Contractor Involvement Pre-construction Services associated with the 3Kings Water Treatment Plant Project in an amount not to exceed \$183,500.00.

Background

The 3Kings Water Treatment Plant (3KWTP) and associated improvements (“Project”) will replace existing water treatment and distribution infrastructure to meet Utah Pollutant Discharge Elimination Systems (UPDES) permits for water draining from the Judge and Spiro Tunnels.

ECI Contract Delivery Method

To best address the multi-faceted complexities and risks associated with the construction of the 3KWTP Project, the Early Contractor Involvement (ECI) contract delivery approach (also commonly referred to as construction manager-at-risk or construction manager/general contractor) has been selected for the Project. The ECI contract delivery approach includes the contractor during the design process with the intent of engaging the contractor to provide construction services for the Project. This approach addresses the complexities of the Project while meeting the City’s competitive bidding and procurement requirements. ECI is intended to address the City’s following goals:

- Form a partnership between the City, the ECI Contractor, and the Architectural and Engineering (AE) Team through the entire design process, thereby increasing cooperation and coordination among parties;
- Increase design efficiency and constructability through contractor’s input during a pre-construction phase. Enable scheduling and design decisions, affecting the types of materials specified and the means of construction with full consideration of the constructors perspective;
- Reduce post-design services and construction time by providing the AE Team the opportunity to tailor the design to the ECI Contractor’s team strengths and preferred means and methods.
- Provide the ability to procure early work packages and to select vendors/suppliers and schedules, thereby mitigating the risk of construction price volatility and accelerating the project schedule.
- Identify and assign Project risk responsibilities thereby mitigating potential claims and changes, improving Project cost control.

Contractor Selection

Staff prepared and issued a Request for Proposal requesting firms provide information in several defined categories in an attempt to select a firm whose experience, capabilities, and past performance are determined by the City to be the most capable of providing and managing all Pre-construction and Construction Services related to the Project using the ECI delivery method.

Two proposals were received, Alder Construction, Inc., and Sundt Construction, Inc. Alder Construction, Inc., (Alder) was chosen by the Selection Committee based on the RFP defined review and scoring process.

ECI Contractor Services

The ECI Contractor services will consist of two phases, 1) Pre-construction and, 2) Construction Services. The initial construction contract is for Pre-construction services which will be provided during the remaining design process. The contract will progress to a construction agreement for the full Project construction amount (unless the City cannot agree to the terms of the Guaranteed Maximum Price (GMP) Proposal to be submitted by the Contractor as the final deliverable of the Pre-construction services phase). The GMP construction contract, or contracts (in the event it is determined during the preconstruction phase that multiple contracts are preferred to meet early work phasing or long lead equipment procurement e.g. demolition), will be brought to Council for approval.

Prior Key Reports and Meetings

- A publically advertised Request for Proposals was issued June 11, 2018 for Pre-construction and Construction Services (Early Contractor Involvement) for the 3KWTP and proposals were received by August 9, 2018.
- At the June 21, 2018, City Council Work Session, staff presented the 3KWTP Schematic Design to Council and received direction to proceed with MPD and CUP applications to the Park City Planning Department.
- On July 16, 2018, Public Utilities Staff hosted a Public Open House for the 3Kings Water Treatment Plant and Golf Maintenance Building projects. ([Link to Flyer](#)) and on September 18, 2018 Staff presented the project components at the Fall Projects Open House ([Link to City Calendar Event](#))
- At the October 24, 2018 Planning Commission Meeting, staff presented the 3KWTP Project Master Planned Development (MPD) and Conditional Use Permit (CUP) applications. The MPD and CUP were subsequently approved by the Commission.

Summary and Future Milestones

Staff has negotiated a Pre-construction Services price with the Contractor, based on the proposed ECI Contractor Fees included in the Contractor's response to the RFP. The recommended Pre-construction Services price includes:

- A \$103,500.00 Pre-Construction Services Fee
- A \$55,000.00 Allowance for Special Studies (environmental, hazardous material, etc.)
- A \$25,000 Allowance for City directed supplemental services and studies resulting from pre-construction services phase findings

The Pre-construction services agreement will terminate December 1, 2019 or upon execution of the GMP Agreement for the Project. Staff intends to return to Council for authorization of an agreement for Construction Phase Services in approximately one year. Tentative Project Milestones are as follows:

November 8, 2018	Council Authorizes Pre-construction Services Agreement
April 1, 2019	60% Design Complete
May 1, 2019	ECI Contractor Submits 60% Design Cost Estimate
September 3, 2019	GMP Design Package Complete
October 1, 2019	ECI Contractor's GMP Proposal Due
November 7, 2019	Council Authorizes Construction Services Agreement
November 2019	Start 3KWTP Construction
April 2022	Project Start-up & Commissioning
January 2023	Project Substantial Completion

A full construction schedule will be developed by the ECI Contractor during the Pre-construction Service phase.

Continued Public Involvement

Consistent with the 3KWTP Public Outreach Plan presented to Council on March 8, 2018, using a variety of outreach tools staff will continue to communicate and inform neighbors and the public throughout the project design effort and the construction.

Funding

The funding for this contract is from water service fees and has been approved as part the 5 year CIP. Once cost estimates have been completed, approved budgets may have to be modified for engineering and construction which will be requested as part of the FY2020 budget processes.

Council Agenda Item Report

Meeting Date: November 8, 2018

Submitted by: Nick Graue

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Authorize the City Manager to Execute a Construction Agreement, in a Form Approved by the City Attorney, with Alder Construction Company for the Golf Course Maintenance Facility Project for a Guaranteed Maximum Price (GMP) of \$4,500,935.01

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Golf Building Construction Staff Report](#)

City Council Staff Report

Subject: Golf Course Maintenance Facility – Construction Agreement
Alder Construction Company
Author: Nick Graue, Public Utilities Engineer
Department: Public Utilities
Date: 10/11/2018
Type of Item: Administrative

Recommendation

Staff recommends Council authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Alder Construction Company for the Golf Course Maintenance Facility Project for a Guaranteed Maximum Price (GMP) of \$4,500,935.01.

Background

Relocation of the existing Park City Golf Maintenance Building is necessary to provide the space required to reconstruct the 3Kings Water Treatment Plant (3KWTP). The Golf Maintenance Building project has moved through the concept, schematic and design development phases. Staff has negotiated a construction price with the Contractor and is ready to begin the construction phase of the project.

- At the November 16, 2017 City Council Work Session, staff presented the Concept Phase for a new golf maintenance building, at a location selected by the Golf Department, to Council and received direction to proceed with the schematic design phase ([Staff Report, November 16, 2017](#))
- At the May 31, 2018 City Council Meeting, staff presented the schematic design for the relocation of the golf maintenance building, to Council and received direction to proceed with the design development phase ([Staff Report, May 31, 2018](#)).
- On July 16, 2018, Public Utilities Staff hosted a Public Open House for the 3Kings Water Treatment Plant and Golf Maintenance Building projects. ([Link to Flyer](#))
- Alder Construction has been contracted to provide pre-construction services ([Staff Report, August 16, 2018](#)).
- On the August 22, 2018 Planning Commission Meeting, staff presented the project Conditional Use Permit application. The Planning Commission provided approval of the CUP application. ([Staff Report, August 22, 2018](#)). The Notice of Planning Commission Action Letter, including conditions of approval can be found in the appendix of this report.
- On September 18, 2018 Staff presented the project components at the Fall Projects Open House ([Link to City Calendar Event](#))
- Following the 90% completion of construction drawings and specifications, Alder has submitted a guaranteed maximum price (GMP) proposal to provide construction services (construction manager/general contractor) on the project; staff has reviewed the proposal and recommends approval of the construction agreement to Council.

GMP Analysis

Staff received an initial GMP of \$4,573,596.06 to construct the project. Since the initial GMP proposal was received, staff has worked in conjunction with the contractor and the design team to reduce project costs through a variety of value engineering design revisions to the project. The costs savings realized through the proposed value engineering design revisions, coupled with other costs included in the GMP attributable to other projects or entities translates to an actual Golf Maintenance Facility cost of 10-15% less than what was initially proposed in the GMP.

At the time this staff report was written, the contractor was still finalizing the final GMP. The final GMP amount will be presented to council during the regular meeting.

Project Schedule

November 8, 2018	City Council Approval of Construction Agreement
November 15, 2018	Notice to Proceed Issued to Contractor
November 15, 2018	Construction Begins
July 26, 2019	Substantial Completion
August 16, 2019	Final Completion

Funding

The funding for the construction work is from water service fees. This funding is part of the approved FY 2019 capital improvement budget. Equipment and furnishings will be funded through the Golf Enterprise Fund.

Alternatives for City Council to Consider

1. Recommended Alternative:

Pros

- Enables the 3KWTP project to progress without scheduling impacts
- Provides Golf Maintenance with new facilities for programmed work and storage space to Golf Course operation and maintenance.

Cons

- Allocated water capital improvements costs that could be utilized for other purposes

Consequences of not authorizing services

Could delay start of construction of the Golf Maintenance Facility and possibly the 3KWTP which could:

- Delay the 3KWTP project and expose the City to not meeting the Stipulated Compliance Order; or
- Require alternative solutions for golf equipment and personnel relocation to be pursued

Attachments

Notice of Planning Commission Action Letter



August 28, 2018

Roger McClain
445 Marsac Avenue
Park City, UT 84060

CC: Nick Graue, Project Manager

NOTICE OF PLANNING COMMISSION ACTION

<u>Application #</u>	PL-18-03919
<u>Address</u>	1884 Three Kings Drive
<u>Description</u>	Golf Maintenance Facility Conditional Use Permit (CUP)
<u>Action Taken</u>	Approved
<u>Date of Action</u>	August 22, 2018

On August 22, 2018, the Planning Commission called a meeting to order, a quorum was established, a public meeting was held, and the Planning Commission approved the Conditional Use Permit for the Park City Golf Maintenance Facility based on the following:

Findings of Fact:

1. The site is located at 1884 Three Kings Drive.
2. The site is located in the Recreation and Open Space (ROS) zoning district.
3. The proposed facility is to be located between the existing driving range and Hole 10 of the Park City Golf Course.
4. The proposed structure complies with all setback and LMC requirements as outlined in the analysis.
5. An essential municipal public utility use, facility, service, or structure greater than 600 square feet, and an accessory building greater than 600 square feet are classified as conditional uses in the ROS zone.
6. The primary use for this address, a golf course, is also classified as a conditional use in the ROS zone.
7. On July 10, 2018, the City received a complete Conditional Use Permit application for this golf maintenance facility.
8. On July 16, 2018, the applicant held a public Open House for the Three Kings Water Treatment Plant and for the golf maintenance facility.
9. The proposed facility is intended to replace the portion of the Spiro Public Works building currently used as a golf maintenance facility.
10. This facility is intended to serve as the primary support facility for golf course operations.

11. This development will not affect the operations of the golf course including the driving range.
12. The proposed facility consists of three building structures and two canopied operations/materials storage areas.
 - a. Building A is identified as a 2,270 square foot administrative office and maintenance building.
 - b. Building B is identified as a 5,000 square foot tempered equipment building.
 - c. Building C is identified as a 900 square foot fertilizer and chemical (pesticide) storage building.
 - d. There will also be a covered wash and fuel bay (1,150 square feet) and a covered bulk material storage area (1,080 square feet).
 - e. In total, this facility will consist of 8,170 square feet of enclosed floor area and 2,230 square feet of covered space totaling 10,400 square feet in all.
13. The applicant has indicated that all structures will be constructed concurrently.
14. The applicant is proposing two access points to the site designed to minimize impacts to the golf course and driving range. The first is an access via private cart path extending from Three Kings Drive, and the second is a secondary access road consisting of grass covered reinforced geo-cell will extend to the project site across the rear of the driving range from Thaynes Canyon Drive.
15. Parking for the project is provided at the adjacent Silver Star Subdivision through an existing parking easement granted to Park City Municipal Corporation (Entry No. 00762729).
16. This agreement allocates 30 spaces to the City, of which 10 are assigned to this facility and 20 are assigned to the future Three Kings Water Treatment Plant project.
17. Operations vehicle parking is provided on site.
18. Off-street parking standards in the LMC require 9 spaces for this site which are met with the existing 10 spaces.
19. Green roofs are proposed Buildings A and B (the administration building and the equipment storage building), and photovoltaic panels are proposed on Building C (the fertilizer and chemical storage).
20. The ROS District requires 25 feet minimum Setbacks from the boundary line of the Lot, district, or public Right-of-Way. The proposed facility meets these requirements with these setbacks:
 - a. 285 feet from Thaynes Canyon Drive
 - b. 215 feet from the western property line
 - c. 30 feet from the southern property line
 - d. 175 feet from the eastern property line
21. All structures must be no higher than 28 feet from Existing Grade. The maximum height above Existing Grade on any of the structures is 23.89 feet in compliance with this standard.
22. This site is not located within the Park City Soils Ordinance Boundary.
23. The location of these structures on the existing golf course is not located within a designated flood zone.

24. The proposed facility meets the criteria for a Conditional Use Permit found in Section 15-1-10 (E) of the LMC as detailed in the Analysis.

Conclusions of Law:

1. The Application complies with all requirements of this LMC.
2. The Use will be Compatible with surrounding Structures in Use, scale, mass and circulation.
3. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval:

1. All Standard Project Conditions shall apply.
2. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits.
 - a. No construction related parking or material storage shall be allowed in the Right-of-Way.
 - b. There shall be no construction vehicle staging on the street and deliveries shall be "just in time" to the satisfaction of the City Engineer and Building Department.
 - c. The hours of construction shall end by 6:00 PM.
 - d. Limit construction traffic on the Access Road to only that needed for construction of the Access Road and utilities associated with that area.
3. A final utility plan, including a drainage plan for utility installation, public improvements, and drainage, shall be submitted with the building permit submittal and shall be reviewed and approved by the City Engineer and utility providers prior to issuance of a building permit (not including the grading permit).
4. City Engineer review and approval of all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance (not including the grading permit).
5. A final landscape plan, including details for the green roofs, shall be submitted for review and approval by the City Planning Department, prior to building permit issuance (not including the grading permit).
6. No building permits shall be issued for this project unless and until the design is reviewed and approved by the Planning Department staff for compliance with this Conditional Use Permit.
7. As part of the building permit review process, the applicant shall submit a certified topographical survey of the property with roof elevations over topographic and U.S.G.S. elevation information relating to existing grade as well as the height of the proposed building ridges to confirm that the building complies with all height restrictions.
8. The applicant shall submit a detailed shoring plan prior to the issue of a building permit. The shoring plan shall include calculations that have been prepared, stamped, and signed by a licensed structural engineer.
9. Access to the site must meet fire access requirements including adequate road widths and turnaround areas.

10. Traffic on the Access Road from the structure to Three Kings Drive shall be limited to no more than 10 trips per day on average.
11. The Access Road shall not be plowed in the winter.
12. Designated parking spaces which are a part of the Silver Star Subdivision parking easement shall be clearly marked and identified for this use.
13. Green roofs and photovoltaic panels shall meet best practices for green roofs in the Intermountain West, in terms of the structural design, substrate base materials (what plants are planted in), the types of plant materials, and the irrigation system as reviewed and approved by the Planning Department before a building permit may be issued.
14. This approval will expire on August 22, 2019 if a building permit has not been issued by the building department before the expiration date, unless a written request for an extension is submitted prior to the expiration date and the extension is granted by the Planning Director.
15. Plans submitted for a Building Permit must substantially comply with the plans reviewed and approved by the Planning Commission.

If you have questions regarding your project or the action taken please do not hesitate to contact me at 435-615-5062 or tippe.morlan@parkcity.org.

Sincerely,

Sincerely,



Tippe Morlan, Planner

Council Agenda Item Report

Meeting Date: November 8, 2018

Submitted by: Nick Graue

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Grant Nine (9) Non-Exclusive Wastewater Access and Maintenance Easements to the Snyderville Basin Water Reclamation District for the Park City Back Nine Subdivision Plat, in a Form Approved by the City Attorney
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Snyderville Basin Water Reclamation District Easement Staff Report](#)

City Council Staff Report

Subject: Grant of Easements – Park City Back Nine Subdivision
Author: Nick Graue, Public Utilities Engineer
Vaughn Robinson, Golf Manager
Department: Public Utilities, Golf
Date: 11/08/2018
Type of Item: Administrative

Executive Summary

Snyderville Basin Water Reclamation District (SBWRD) is requiring wastewater access and maintenance easements for existing infrastructure be granted to the SBWRD prior to their signature on the proposed Park City Back Nine Subdivision plat.

Recommendation

Staff recommends City Council grant nine (9) non-exclusive easements to the Snyderville Basin Water Reclamation District, in a form approved by the City Attorney across parcel PCA-1001-B-1-X owned by Park City Municipal Corporation.

Background

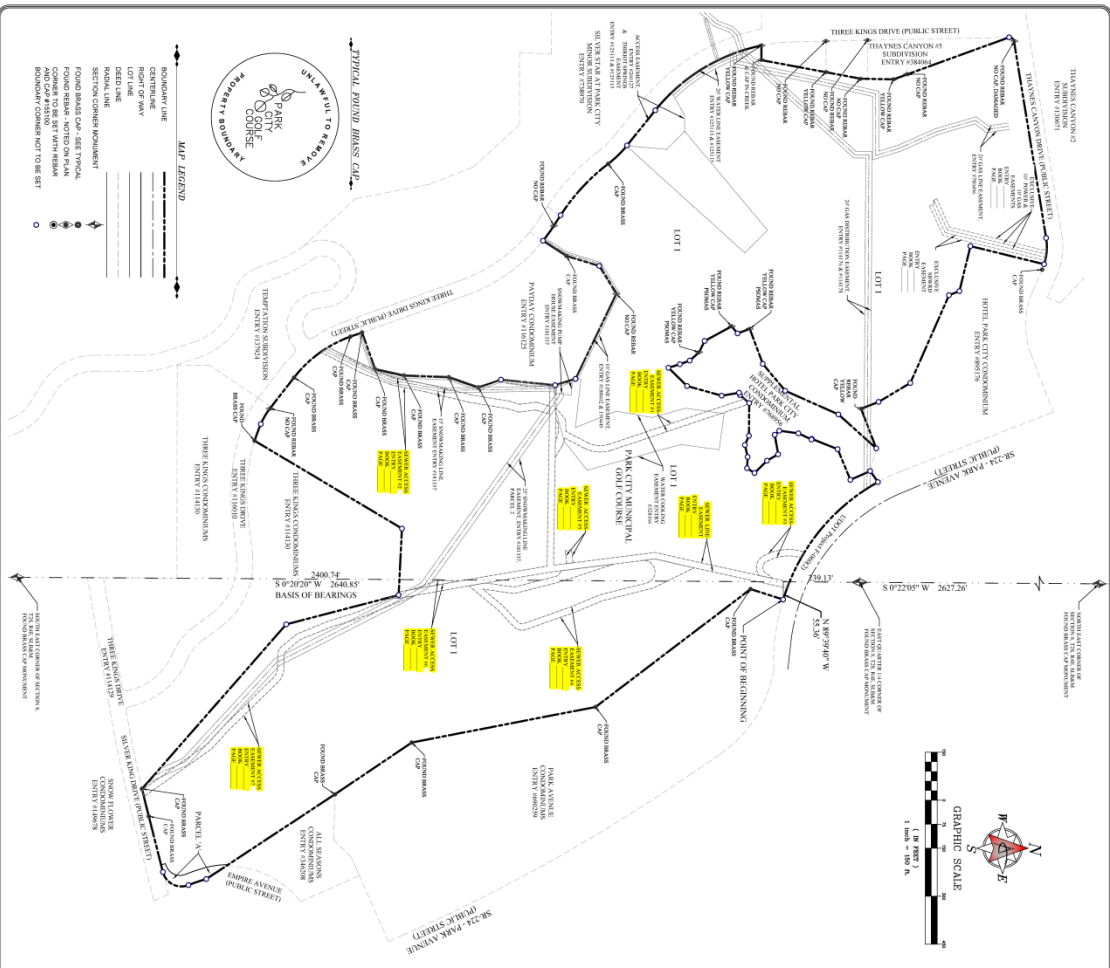
- Prior to the creation of the Snyderville Basin Water Reclamation District, Park City Municipal Corporation (PCMC) owned and operated the wastewater collection and treatment system within the city.
- Several wastewater collection facilities were installed through portions of the PCMC Golf Course in the early 1970's.
- In 1973, Summit County created the Snyderville Basin Sewer Improvements District, currently known as the Snyderville Basin Water Reclamation District (SBWRD).
- After the creation of the SBWRD, PCMC dedicated all of its wastewater facilities to SBWRD, including those on the golf course.
- Although the facilities within the golf course have been dedicated to SBWRD, formalized easements were never granted.
- A new subdivision plat is being created on the back nine holes of the municipal golf course in support of the 3Kings Water Treatment Plant (3KWTP) and the Golf Maintenance Facility projects ([Link](#)).
- As part of the overall Park City Golf Course Back Nine Subdivision platting exercise, for signature on the plat, SBWRD is requiring wastewater easements for existing facilities be granted to SBWRD.

Funding

No funding impacts as a result of the recommended action

Attachments

- DRAFT Park City Back Nine Subdivision Plat, with proposed easements and legal descriptions highlighted



PARK CITY BACK NINE SUBDIVISION
LOCATED WITHIN EAST HALF SECTION 8 AND A PORTION OF THE WEST HALF OF SECTION 9, T10N 36N, R10E, S40E, PARK COUNTY, UTAH
1541 THAMES CANYON DRIVE, PARK CITY, UTAH 84060

This map shows the boundaries of the Park City Back Nine Subdivision, which is located within East Half Section 8 and a portion of the West Half of Section 9, T10N 36N, R10E, S40E, Park County, Utah. The subdivision is bounded by the Three Kings Drive (Public Street) to the north, the Snowflake Avenue (Public Street) to the south, and the Park Avenue (Public Street) to the east. The subdivision is divided into several lots, each of which is described by its area and boundaries. The lots are numbered 1 through 12. The boundaries of the lots are described by their bearings and distances. The map also shows the location of the Park City Municipal Building and the Park City Community Center. The map is oriented with North at the top.

1. Lot 1: 1.00 acre, bounded by the Three Kings Drive (Public Street) to the north, the Snowflake Avenue (Public Street) to the south, and the Park Avenue (Public Street) to the east.

2. Lot 2: 1.00 acre, bounded by the Three Kings Drive (Public Street) to the north, the Snowflake Avenue (Public Street) to the south, and the Park Avenue (Public Street) to the east.

3. Lot 3: 1.00 acre, bounded by the Three Kings Drive (Public Street) to the north, the Snowflake Avenue (Public Street) to the south, and the Park Avenue (Public Street) to the east.

4. Lot 4: 1.00 acre, bounded by the Three Kings Drive (Public Street) to the north, the Snowflake Avenue (Public Street) to the south, and the Park Avenue (Public Street) to the east.

5. Lot 5: 1.00 acre, bounded by the Three Kings Drive (Public Street) to the north, the Snowflake Avenue (Public Street) to the south, and the Park Avenue (Public Street) to the east.

6. Lot 6: 1.00 acre, bounded by the Three Kings Drive (Public Street) to the north, the Snowflake Avenue (Public Street) to the south, and the Park Avenue (Public Street) to the east.

7. Lot 7: 1.00 acre, bounded by the Three Kings Drive (Public Street) to the north, the Snowflake Avenue (Public Street) to the south, and the Park Avenue (Public Street) to the east.

8. Lot 8: 1.00 acre, bounded by the Three Kings Drive (Public Street) to the north, the Snowflake Avenue (Public Street) to the south, and the Park Avenue (Public Street) to the east.

9. Lot 9: 1.00 acre, bounded by the Three Kings Drive (Public Street) to the north, the Snowflake Avenue (Public Street) to the south, and the Park Avenue (Public Street) to the east.

10. Lot 10: 1.00 acre, bounded by the Three Kings Drive (Public Street) to the north, the Snowflake Avenue (Public Street) to the south, and the Park Avenue (Public Street) to the east.

11. Lot 11: 1.00 acre, bounded by the Three Kings Drive (Public Street) to the north, the Snowflake Avenue (Public Street) to the south, and the Park Avenue (Public Street) to the east.

12. Lot 12: 1.00 acre, bounded by the Three Kings Drive (Public Street) to the north, the Snowflake Avenue (Public Street) to the south, and the Park Avenue (Public Street) to the east.

