



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
October 22, 2019**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Ave, Park City, Utah 84060 for the purposes and at the times as described below on Tuesday, October 22, 2019.

WORK SESSION

4:00 p.m. - 3Kings Water Treatment Plant Related Contracts Summary Discussion
[3KWTP Related Contracts Staff Report](#)
[Attachment A: 3KWTP Contracts Summary Table](#)

4:25 p.m. - Transportation Demand Management Plan Progress Update
[TDMP Staff Report](#)
[Exhibit A: TDM Project Progress Report](#)
[Exhibit B: TDM Performance Metrics](#)
[Exhibit C: RideAmigos Targets](#)
[Exhibit D: 2019 Parking Data Summary](#)

5:25 p.m. - Census 2020 Presentation by Summit County Complete Count Committee
[Census Staff Report](#)
[Census 2020 Cities and Towns Presentation](#)

5:45 p.m. - Break

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

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

Staff Communications Reports

1. [Howl-O-Ween Event Reminders](#)
[Howl-O-Ween Event Reminders Report](#)

2. Residential Parking Permit Zone Expansion
[G-Permit Residential Zone Expansion 2019](#)

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

IV. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from September 26, 2019 and October 4, 2019

[September 26, 2019 Minutes](#)

[October 4, 2019 Minutes](#)

V. CONSENT AGENDA

1. Request to Approve Resolution 21-2019, a Resolution Declaring November 1, 2019 as "Extra Mile Day" in Park City, Utah
[Extra Mile Day Staff Report](#)
[Extra Mile Day Resolution](#)
2. Request to Authorize the City Manager to Execute an Amendment which would Extend to October 31, 2020 the terms of: 1) The October 8, 1991 Water Supply Agreement between Salt Lake City Corporation and Park City Municipal Corporation; and 2) the March 2, 2016 Amendment to the 1991 Agreement as Amended
[Water Agreement Amendment Staff Report](#)
[Attachment A: 2019 Amendment to Water Supply Agreement](#)
[Attachment B: 2017 Spiro Tunnel Water Agreement](#)

VI. OLD BUSINESS

1. 2019 Park Silly Sunday Market Debrief
(A) Public Input
[2019 PSSM End of Season Review Staff Report](#)
[Exhibit A: PSSM End of Season Measures of Success](#)
[Exhibit B: 2019 PSSM End of Season Analysis](#)
[Exhibit C: Park Silly Sunday Market Background](#)
2. Consideration to Authorize the City Manager to Amend the Existing Contract Amount between Park City Municipal and Rocky Mountain Power, a division of PacifiCorp, for an Additional \$43,334, AND to Authorize the City Manager to Amend the Existing Contract Amount between Park City Municipal and Horrocks Engineers for an Additional \$122,235 as they Relate to the Construction of a Pedestrian and Bicycle Tunnel on SR-248/Kearns Boulevard
(A) Public Hearing (B) Action
[SR248 Tunnel Staff Report](#)
[Exhibit A: HAWK Signal Analysis Final with Appendix](#)
[Exhibit B: Tunnel Rendering](#)

VII. NEW BUSINESS

1. Consideration to Approve Ordinance No. 2019-53, an Ordinance Approving the Amended Mine Cart Subdivision, Located at 552 Deer Valley Drive, and 553 Deer Valley Loop Road, Park City, Utah
(A) Public Hearing (B) Action
[Mine Cart Subdivision Staff Report and Ordinance](#)
[Exhibit B: Mine Cart Subdivision \(Current Recorded Plat\)](#)
[Exhibit C: Applicants Project Description](#)
[Exhibit D: Existing Conditions Survey](#)
[Exhibit E: Aerial Photograph](#)
[Exhibit F: Site Photographs](#)
2. Consideration to Approve Ordinance No. 2019-54, an Ordinance Approving the Aerie Phase I, Amending Lots 9, 10 and 11, Plat Amendment, Located at 1312, 1324 and 1336 Aerie Drive, Park City, Utah
(A) Public Hearing (B) Action
[Aerie Phase I Staff Report and Ordinance](#)
[Exhibit A: Applicant's Project Intent](#)
[Exhibit B: Neighborhood House and Lot Size](#)
[Exhibit C: Link to Planning Commission Staff Report](#)
[Exhibit D: PC Redlined Site Plan](#)
3. Consideration to Approve a Professional Service Agreement, in a Form Approved by the City Attorney, with Alliance Engineering Inc., in the Amount of \$39,000 to Provide Land Planning and Engineering Services Associated with the Annexation of Property Identified in the Current Annexation Property Plan
(A) Public Input (B) Action
[Annexation Services Staff Report](#)
4. Consideration to Authorize the City Manager to Enter into a One Year Professional Services Agreement, which may be Renewed for an Additional Two Years (2021 and 2022) in a Form Approved by the City Attorney Not to Exceed \$256,325 Annually between Park City Municipal Corporation and Kane LLC to provide Special Event and Peak Time Period Transportation Operations and Personnel
(A) Public Hearing (B) Action
[Special Events Operations Management and Personnel Staff Report](#)
[Exhibit A: Kane RFP Bid](#)
[Exhibit B: Kane Service Agreement](#)
5. Consideration to Authorize an Amendment to the Park City Municipal Corporation/Park City School District (PCMC/PCSD) Fields Lease to Allow an Additional Year
(A) Public Input (B) Action
[PCSD Fields Lease 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: October 22, 2019

Submitted by: Holly Lopez

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

4:00 p.m. - 3Kings Water Treatment Plant Related Contracts Summary Discussion

Suggested Action:

Staff requests Council feedback on draft contract summary presentation and content.

Attachments:

[3KWTP Related Contracts Staff Report](#)

[Attachment A: 3KWTP Contracts Summary Table](#)

City Council Staff Report

Subject: 3Kings Water Treatment Plant Related Contracts Summary
Author: Clint McAfee
Department: Public Utilities
Date: October 22, 2019
Type of Item: Administrative

Recommendation

Staff seeks to provide Council with ongoing comprehensive updates regarding the complex 3Kings Water Treatment Plant. Feedback is desired on the draft contract summary presentation and content, in order to ensure the complex project schedule and necessary project management, design, and construction contracts are easily understood by the public and Council.

Background

In 2014 Park City was issued Utah Discharge Eliminations Systems (UPDES) permits for the discharge of water draining from the Judge and Spiro mine tunnels into McLeod and Silver Creeks. Water from both tunnels exceeds stream water quality parameters identified in these permits. Due to the cost and complexity of bringing this water into compliance, Park City entered into a Stipulated Compliance Order (SCO) with the Division of Water Quality. Staff negotiated the terms of the SCO to minimize the financial burden on the City by greatly extending the time until compliance is required and significantly reducing the amount of water required to be treated. This successful negotiation saved the City tens of millions in capital costs and millions each year in operations cost. Staff has designed the treatment plant and the related facilities to maximize drinking water quality and production from the new facility which will accomplish requirements under the SCO while also decreasing the cost of providing drinking water to the City. In addition to these new requirements, the existing Spiro Water Treatment Plant is aging and will soon need significant investment to keep it operational, and while the plant produces high quality drinking water, it cannot treat to certain parameters in the UPDES permits, it also lacks the capacity to maximize available water from the combined Judge and Spiro Tunnel water sources.

Park City Public Utilities will replace the existing Spiro WTP with the new 3Kings WTP in order to meet UPDES permits and the SCO for Judge and Spiro Tunnel water discharges, while taking this opportunity to increase our overall City water supply resiliency and peak day capacity, and improve water quality and reliability into the future.

The proposed 3Kings WTP and related required facilities make up a capital program that will span many years and consist of several large professional service and construction contracts. As a result, Council requested a summary of all contracts related to this program that have already been approved, as well as those that will be before Council for consideration in the future.

Staff is presenting a draft version of this summary in order to ensure it satisfies Council's request prior to Council considering future contracts related to the program.

Attachments

A 3KWTP Related Contract Summary Table

Summary of Approved Council Contracts and Anticipated Contracts

Total Approved Contracts	\$15,328,403
Total Estimated Contracts	\$100,980,000
Total 5 year CIP Budget (FY 20 - FY 24)	\$103,521,508
Percent Design Complete	90%
Percent Construction Complete	0%

Service	Contractor	Contract	CC Authorized Date	CC Authorized Amount	Estimated Contract Amount	Estimated Future Contract Approval Date
3Kings Water Treatment Plant and Associated Improvements						
Design Engineer - 3KWTP Concept & Process Development	CH2M (Jacobs)	DSPA	25-May-17	\$1,497,909.00	\$1,500,000	
<i>Schematic Design</i>		First Addendum	5-Apr-18	\$1,600,000.00	\$1,600,000	
<i>Design Development & Const. Drawings</i>		Second Addendum	8-Nov-18	\$5,870,000.00	\$5,900,000	
<i>Supplemental Design and Equipment Procurement Assistance</i>		Third Addendum			\$580,000	October 2019
Design Engineer - 3KWTP Process Advisory Assistance	WQTS	DSPA		\$98,460.00	\$100,000	
ECI Contractor - 3WKTP Pre-Construction & Construction Services	Alder Construction	Agreement	8-Nov-18	\$0.00	\$0	
<i>Pre-Construction Services</i>		Amendment No. 1	8-Nov-18	\$183,500.00	\$200,000	
<i>Pre-Construction Services</i>		Amendment No. 2	18-Jul-19	\$61,336.00	\$100,000	
<i>Pre-Construction Services</i>		Amendment No. 3	15-Aug-19	\$82,374.00	\$100,000	
<i>Off-site Improvements Ph 1 GMP</i>		Amendment No. 4	15-Aug-19	\$2,400,000.00	\$2,400,000	
<i>Construction Mitigation & Demolition GMP</i>		Amendment No. 5	2-Sep-19	\$2,530,650.00	\$2,500,000	
<i>3KWTP Construction Services</i>		Amendment No. 6			\$70,000,000	November 2019
<i>Off-site Improvements Ph 2 GMP</i>		Amendment No. 7			\$6,000,000	June 2020
3KWTP Construction Engineering Services	TBD	DSPA			\$6,500,000	November 2019
3KWTP Geotechnical Engineering Services	TBD	DSPA			\$25,000	January 2020
3KWTP Materials Testing & Inspections	TBD	DSPA			\$750,000	January 2020
3KWTP Special Inspections	TBD	DSPA			\$50,000	January 2020
3KWTP Energy Modeling & Building Commissioning	Van Boerum Frank & Assoc.	DPSA	31-May-18	\$44,174.00	\$50,000	
<i>Building & Mechanical Commissioning Services</i>		First Addendum			\$75,000	February 2020
Public Art in the Community	TBD	DSPA			\$300,000	July 2020
Design Engineer - 3KWTP Off-Site Improvements	Bowen Collins & Associates	DPSA	8-Nov-18	\$755,000.00	\$800,000	
<i>Construction Engineering - Off-Site Improvements Ph 1</i>		First Addendum	15-Aug-19	\$205,000.00	\$200,000	
<i>Construction Engineering - Off-Site Improvements Ph 2</i>		Second Addendum			\$200,000	June 2020
<i>Construction Engineering - Empire Tank Replacement</i>		Third Addendum			\$50,000	June 2021
Empire Tank Replacement - Construction	TBD	C/A			\$650,000	March 2021
Empire Tank Replacement - Materials Testing	TBD	DSPA			\$25,000	March 2022
Judge Tunnel & Empire Tank Communications System	TBD	C/A			\$325,000	March 2023
3KWTP Building Permit Fee Waiver	TBD				TBD	
3KWTP Annual Operations and Maintenance Budget	NA				\$2,000,000 per year	Fiscal Year 22
TOTALS					\$15,328,403	\$100,980,000

Note: dollar amounts shown in the estimated contract amount column are based on the best available information and are subject to change based on many factors such as scope change, project approach change, price inflation and other similar factors.

LEGEND:

CC: City Council
C/A: Construction Agreement
CM/GC: Construction Manager/General Contractor
DSPA: Design Service Professional Services Agreement
TBD: To be Determined

Council Agenda Item Report

Meeting Date: October 22, 2019

Submitted by: Alexis Verson

Submitting Department: Transportation Planning

Item Type: Work Session

Agenda Section:

Subject:

4:25 p.m. - Transportation Demand Management Plan Progress Update

Suggested Action:

Attachments:

[TDMP Staff Report](#)

[Exhibit A: TDM Project Progress Report](#)

[Exhibit B: TDM Performance Metrics](#)

[Exhibit C: RideAmigos Targets](#)

[Exhibit D: 2019 Parking Data Summary](#)

City Council Staff Communication

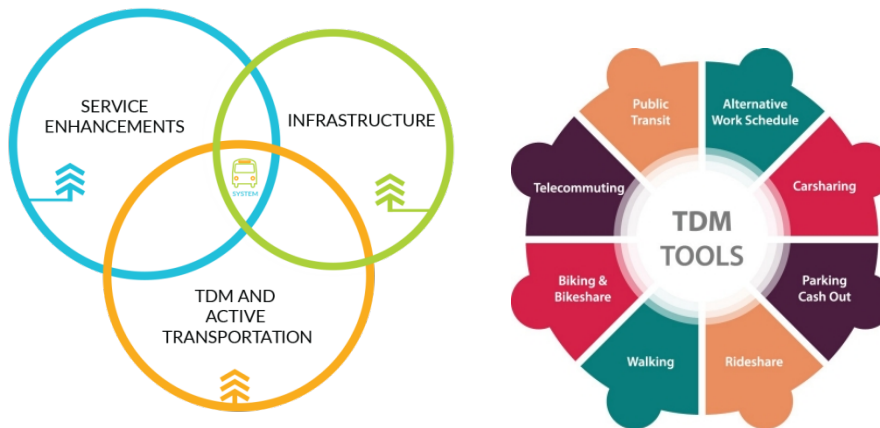
Subject: Transportation Demand Management Plan Progress Update
Author: Alexis Verson, Senior Transportation Planner
 Andy Stevenson, Transit Community Outreach & Marketing Coordinator
 Alfred Knotts, Transportation Manager
Department: Transportation Planning & Transit
Date: October 22, 2019
Type of Item: Administrative – Work Session

Overview

In 2016, City Council adopted the [Transportation Demand Management \(TDM\) Plan](#) with aggressive goals of managing congestion and reducing the number of Vehicle Miles Traveled (VMT) in Park City, as well as reducing Single-Occupant Vehicle (SOV) trips to, from, and within Park City. Transportation staff provided an [update on September 26, 2019](#), with an overview of progress made (**Exhibit A**). Council asked Staff to return for a work session to discuss further.

The Big Picture

Staff is tasked with implementing projects, programs, and policies that help meet Council's aggressive Transportation goals. We have multifaceted transportation goals, and metrics to reflect progress. In winter of 2018, Council adopted a specific metric of reducing vehicle trips by 25% on gateway corridors by 2030. The tools needed to move the needle on this metric are multi-faceted, and TDM strategies are one piece of a programmatic transportation program:



The following metrics are used currently to measure and report on progress on a variety of Transportation efforts by the team.

Existing Metrics Captured:

- **The Traffic and Transportation Master Plan (TTMP) [Report Card](#)**: is provided each winter to Council since adoption in 2011. It is heavily data-centric and requires detailed calculations and transportation terminology that was deemed difficult for public consumption. Because of that, in addition to the Report Card, staff provides a:
- **[Transportation Report on Progress](#)**: this report includes qualitative/quantitative high-level project and performance reporting that is highly graphic and easy to understand without technical jargon, and involves a handful of public facing metrics distilled from the TTMP report card. For example???

- **Parking Metrics:** since implementation of the Downtown Parking Program, reporting on parking metrics consists of: peak parking utilization, parking demand, and occupancy levels in parking garages. Data is now being captured ongoing with the baseline year of 2018; [the first parking occupancy report](#) was provided to Council in May 2018. Parking Staff provided a 2019 data report that can be found in **Exhibit D**. What are a few conclusions/trends??
- **Transit Performance:** At the highest level, a reliable indicator of success can be seen from transit boarding numbers. Park City Transit metrics show a continual increase in boardings by approximately 10-15% month over month from last year. The onboard transit surveys (coming to Council as an update in November 2019) created a new baseline of rider information including trip type, rider type, origin and destination, transfers, and gaps in service. This new baseline information will be used to shape future transit service improvement. As we compare AADT (annual average daily traffic) numbers on gateway corridors, we can hope that some of those previously captured trips are moving to transit trips. Additionally, Park City Transit is required to [report annually to the National Transit Database](#), and we continue to compare this efficiency and ridership information to systems in peer resort communities. How are we doing???
- **Transportation Demand Management Performance Measures:** the TDM Plan recommends metrics that capture all trip modes and suggests monitoring change over time. An example of a TDM programming is the statewide [TravelWise](#) program (also administered through RideAmigos). TravelWise offers information on a suite of strategies for users including vanpool/carpool opportunities, alternative work schedules, trip chaining ideas, and active transportation options. **Exhibit C** provides an example of some of the data points we are monitoring for our TDM plan, primarily as they relate to transit ridership, service, and growth.

Metrics in Development:

- **Performance Metrics for the Long Range Transportation Plan Update:** are currently in development. Based on feedback from Council and the public, a series of 5-10 metrics are being identified to be public facing that feed into the high-level goal of 25% reduction in trips on gateway corridors. These metrics will replace the TTMP report card and Transportation Report on Progress. Transportation is planning on a winter update to Council using these new performance metrics.
- **Complete Streets Performance Metrics:** are also being developed to capture baseline data before a project is implemented and then qualitative and quantitative parameters for measuring success using all modes. These performance metrics are intended to be used on a project by project basis, rather than reporting on overall transportation and/or transit performance, in order to evaluate and prioritize resource allocations.

The TDM Plan

The TDM Plan focuses on reducing vehicle miles traveled (VMT) and related impacts of single occupant vehicles (SOV) during peak days and peak hours. The TDM program targets groups who show the highest propensity to make travel choices *other* than SOV. The target audiences addressed in the plan are: full-time residents, part-time residents, visitors, commuters (living outside Park City but working in town) and employees in Park City.

Since adoption, staff has worked to capture baseline travel information and beginning to implement strategies. This data includes an increase in transit ridership, transit frequency and

on-time performance, trail usage, parking utilization, traffic volumes on gateway corridors, programmatic offerings and others. While some of these strategies (projects and programs primarily) are starting to mature enough to capture data on, staff have also been working on identifying targets for success still in infancy. Please see **Exhibit A** for project progress report and **Exhibit B** for more details on performance metrics from the TDM Plan, specifically.

Transit-Specific Metrics

Many performance metrics related to transit are identified in the TDM Plan, although the success of our transit service is not exclusively captured there. The best indicator currently being measured is captured in the number of transit boardings. As mentioned above, boardings are continuing to increase month over month, in a climate where national transit ridership has been on a decline for several years. The American Public Transportation Association (APTA) [published a report](#) indicating that transit ridership is down 2% in 2018 compared to 2017 numbers.

Comparing the increase in ridership, with relatively low service increases, indicates that those using the transportation system broadly are choosing to travel more by transit. The annual Household Travel Survey (2017) indicates that single occupancy vehicle trips are down 2% in our area, with (what we see as) a direct correlation to a 2% increase in transit ridership in Park City. Some additionally captured transit metrics are found in **Exhibit B**.

RideAmigos/TDM Implementation

On September 26, 2019, Council asked staff to report back on the goals and targets for the new mobile platform. Please see **Exhibit C** for identified measures moving forward. For more information on RideAmigos, please see the consent agenda item from [September 26, 2019](#).

RideAmigos will be utilized for City employees and resort employees initially. Beginning in summer 2020, once staff better understands the platform and what incentives move the needle on travel behavior, other employers and organizations can begin onboarding; financial partnerships can be discussed at that time, and this tool has proven effective in other cities/towns and universities across the country.

Funding Source

The TDM plan implementation is funded by the Summit County Sales Tax Initiative to implement and maintain transit service, events, programming, and other projects related to reducing trips and changing travel behavior.

Exhibits

Exhibit A – TDM Project Progress Status

Exhibit B – Performance Metrics

Exhibit C – RideAmigos Targets

Exhibit D – 2019 Parking Data Report

TDM Projects **Progress** Report

Projects

Completed/Maintained

Increased Transit Frequency to Kimball Junction:

- o Introduced 10/White—Electric Xpress service with 10 minute frequency.
- o Increased frequency for event and winter peak seasons.
- o Lime route extension and increased frequency to serve the Ecker Hill Park and Ride Lot

Bike Share System

- o Launched in 2017 with 7 locations, 11 new stations were added in 2019 throughout the City and County, for a total of 18. The Bike Share program offers first/last mile connections to transit, and an alternative way to get around town, other than driving.

Carpool/Vanpool Parking

- o During peak events, PCMC provides carpool parking permits as an incentive for those driving to have higher vehicle occupancies. This is considered a premium parking option during events as otherwise, parking downtown is expensive and generally at capacity.

PC-SLC Connect Passes

- o These transit passes are provided free to all PCMC employees and at a significantly discounted rate to Summit County residents.

Guaranteed Ride Home Program

- o This valuable program was launched in 2017, and offers transit riders who either live or work in Summit County to get reimbursed for a ride home if they are required to work past transit hours, or need to take a rideshare vehicle home in case of an emergency.

Employee Showers

- o Shower facilities are now available to PCMC employees, located in the Old Town Transit Center, as an amenity to those who chose to bicycle in to work.

Transit Jump Queue Lanes

- o Transportation staff, in partnership with UDOT, has designated shoulders on sections of SR-224 for bus-only travel, to allow buses to quickly bypass congested travel lanes on key stretches. The ability to operate in the shoulders 24hours a day/365 days a year was also expanded as was the ability to operate in the southbound lanes.

Transit Signal Priority (TSP)

- o Transportation Planning and Transit IT, in partnership with UDOT, have installed a transit signal priority system in 100% of the signals in Park City and Summit County that gives City buses priority at signalized intersections. This works by holding a green light, giving a green arrow, or turning a light green. This technology is proven to help on-time performance & schedule reliability significantly.

Efficient Parking

- o Park City is now utilizing smart technology to monitor parking capacity in lots, and offers Go Park City as a smart parking application for users to easily pay for parking via their phone or an on-site kiosk. Park City also utilizes License Plate Recognition for efficient enforcement.

Parking Management Plan (trip reduction ordinance for large employers)

- o Transportation staff worked with Intermountain Park City Hospital to establish a trip reduction plan for hospital employees. This strategy is also in progress, and plans to expand and codify a trip reduction ordinance for large employers in the City are being drafted.

Charter Buses

- o Park City Transit contracts with charter transportation for on call transit services to provide shuttles and charter buses between parking lots and trip destinations during large events. This allows Park City Transit to provide needed capacity and increased service during peak times.

Improved Regional Commute Options (Kamas Commuter, PC-SLC Connect)

- o Staff introduced the 11/Black—Kamas Commuter bus with 6 daily trips between Kamas, Park City Medical Center, and Old Town Transit Center. In 2017 PCMC provided funding to serve additional runs to the PC/SLC Connect bus to increase service for commuters.

Projects

In Progress

Wasatch County Transit Study

- o A transit demand analysis was recently launched, led by the Mountainland Association of Governments (MAG) with support from Wasatch County, UDOT, Heber, Midway, and Park City, to evaluate the need for transit service to and from Wasatch County. The community survey link is currently live and posted on the project website. Outreach efforts to gather feedback from residents and commuters in person are ongoing.

Bike Parking & Bike Fix-it Stations (This effort is included in the bus shelter improvements project, currently underway)

- o A system-wide inventory and accessibility study for all bus stops in the Park City Transit system is underway. This effort will identify existing infrastructure, and make recommendations for adding or improving racks and fix-it stations.
- o Ongoing project to enhance transit near Fresh Market & Park Ave Condos includes designs for both bike parking & potentially bike fix-it stations.

Tailored Information for Work Trips (RideAmigos App & Other Messaging)

- o Transportation Staff is in the process of partnering with large employers, and contracting with the RideAmigos platform to manage and implement many of the adopted TDM strategies. In summary, this application offers many trip-reduction strategies through carpooling match-ups, smart trips incentive programs, event coordination for things like Try Transit Week, administration of the Guaranteed Ride Home Program, push notifications for transit and event operations, and the ability to link trip planning on Park City Transit, or check out a bike from Summit Bike Share.

- o This platform also offers push notification and communications features that allow for tailored information for work, event, and other trip types. This application is intended for PCMC employees (and large employers like the resorts to use for their employees) initially; with the goal of making this accessible publicly as support and familiarity with the application build. The PSA request for the RideAmigos application is also included in the agenda packet for this meeting; with more detailed information on the platform.
- o Staff continues to use VMS billboards to provide traffic updates before special events.

Rideshare & Carpool Match Up Platform (RideAmigos)

- o The RideAmigos platform offers functionality to connect commuters to ride sharing trips.

Walking School Bus Kick-Off Event Fall 2019

- o Planning is underway for a kickoff event to introduce the concept of a walking school bus to students, parents, and educators. The event will provide opportunities to gather feedback and insights into establishing a year-round program.

Quinn's Junction Park and Ride

- o An evaluation of potential sites at Quinn's Junction has been conducted, one parcel has been selected to design and construct a park and ride that captures trips from Wasatch County at the other gateway corridor (SR-248) leading into Park City.

Projects

Not Yet Completed

The following projects have not been implemented from the 2016 TDM Plan. They are deemed priorities to explore and as the projects in progress come to completion the following projects, programs, and policies will be advanced:

Walking School Bus Program

- o Transportation staff will evaluate the feasibility of a permanent walking school bus program to determine whether there is potential for a self-organized program or whether staff effort will be required to sustain its success.

School Parking Management

- o Work with the Park City High School to implement some carpooling or more aggressive parking pass policies for students. RideAmigos can help facilitate.
- o Work with schools to better utilize school parking for special events.

Codify TDM Requirements for New Developments or Redevelopment

- o A Trip Reduction Ordinance, common in many sister communities. Strategies that should be codified include: designating an Employer Transportation Coordinator, offering vanpool vehicles to employees, providing shuttles for satellite parking areas, providing clean fuel fleet vehicles, etc.

Offer Onsite Daycare

- o The TDM plan suggests that large employers should offer onsite childcare to help cut down on excessive automobile trips.

TDM Performance Measures

Collecting data and reporting on TDM performance is vital to implementing a successful TDM program. The TDM Plan provided recommendations on performance measures and corresponding data collection methods that can be used to evaluate compliance and performance. Park City Transit and Transportation Planning are either collecting baseline data, or, reporting on progress of these metrics depending on the lifespan of the project/program listed.

A graphic representation of some of these metrics is provided on the last page.

GOAL	Reduce single-occupancy vehicle (SOV) mode share
------	--

Collecting data and reporting on TDM performance is vital to implementing a successful TDM program. The TDM Plan provided recommendations on performance measures and corresponding data collection methods that can be used to evaluate compliance and performance as it relates to Transportation Demand Management. Park City Transit and Transportation Planning are either collecting baseline data, or, reporting on progress of the following metrics depending on the lifespan of the project/program listed. As a reminder, Staff are collecting metrics to report on a variety of transportation goals and projects outside of the TDM Plan.

Performance Measure	Target	Baseline	Data
Reduction in drive-alone trips on gateway corridors	None specified at this time	Weekday occupancy was 1.49, weekend occupancy was 1.99	Report card data reported differently, 83% of vehicles were SOV in 2018
Increase daily bus hours of the PC-SLC Connect regional service	Goal of increasing regional ridership YOY	PC-SLC Connect offered 8 trips per day in 2013	Service increase nearly 4 hours/day and doubled the daily trips to 16 per day. An additional 1,152 services hours a year
Provide additional regional transit routes to neighboring communities	The Short Range Transit Plan recommends service to Kamas and Wasatch Co	No regional service provided	The Kamas Commuter runs 7 days a week, averaging 7.3 hours per day. Added Park City Hospital and Deer Mountain stop. Wasatch County service demand analysis is underway
Increase in regional transit ridership	Goal of increasing ridership YOY	No regional service provided to the Wasatch Back. The PC-SLC Connect had 47,215 one-way passenger-trips in winter 2013-2014	The PC-SLC Connect ridership has increased; specific numbers are being sought from UTA
Increase in daily bus hours on local transit service	Goal of increasing ridership YOY	2016-2017 service hours, Park City Transit to provide	Increased service hours were influence by added hours in service to several routes including: Purple, White, Pink, Lime, Kamas Commuter. On SR-224 frequency increased from 30 min to 10 min and added 4 hours to Purple service
Increase frequency of Park City Transit network	Goal of increasing ridership YOY	2016-2017 bus route design and headway times	Increasing frequency and extending service to Quinn's Junction underway this Winter season. Frequency will almost double on several routes
Increase and maintain competitive transit travel times	Elevating travel by bus to be comparable to travel by car, or better	See infographic for baseline travel times. Collected as part of the LRTP update	In addition to measuring travel times, on demand transit service will help improve travel times for areas not currently or not well served by transit

Performance Measure	Target	Baseline	Data
Increase in local transit ridership	None specific identified	The 2019 on-board transit surveys set the statistically significant baseline	38% of respondents indicated they live in Summit County
Increase in visitor use of transit	None specific identified	The 2011 SRTP indicates nearly 50% of riders were visitors	46% of respondents indicated they were either short or long term visitors
Increase in carpool/vanpool	None specific identified	The TDM plan indicates that employers are to collect this information	RideAmigos will collect this data moving forward and targets can be set

GOAL

Reduce Vehicle Miles Traveled

Performance Measure	Target	Baseline	Data
Increase percentage of housing units within 1/4 mile of transit routes and paved multiuse trails	None specified	None captured at this time	2019 numbers indicate 85.59% of residential units are within 1/4 mile of a trail or transit stop
Local affordable housing options for employees	None specified	None captured at this time	Current projects and under construction units indicates there are 565 units available or becoming available soon that are below market rate
Shorter commute distances	None specified	None captured for regional travel. rMOVE data can be extrapolated for 84060 and 84098 zip codes	RideAmigos can capture this information moving forward
Reduction in parking utilization	Elevating travel by bus to be comparable to travel by car, or better	Baseline travel times collected as part of the LRTP baseline conditions report	In addition to measuring travel times, on demand transit service will help improve travel times for areas not currently or not well served by transit

TDM By The Numbers

13 electric buses
with zero local emissions.



86% of residential buildings
within a 5 minute walk of transit routes & paved multiuse trails.



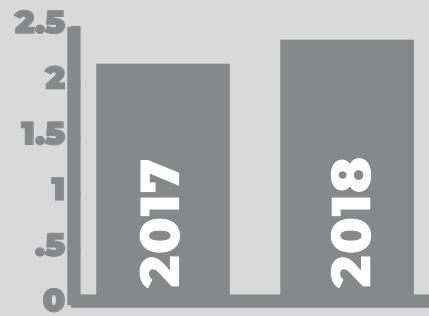
19 bikeshare stations
in Summit County.



20 added regional transit trips
on PC-SLC Connect and Kamas Commuter routes.



Transit Boardings (Millions)



9% increase in annual boardings

systemwide in 2018 compared to 2017 system-wide ridership. Source: CAD AVL Data

-2% decrease in percentage of commuters who drive alone

60% of commuters drove alone in 2017 compared to 62% of commuters in 2016. Source: 2017 ACS 5-year Estimates.

+2% increase in percentage of commuters who take transit

4% of commuters took transit in 2017 compared to 2% of commuters in 2016. Source: 2017 ACS 5-year Estimates.

6% decrease in travel times from 2018-19

to key destinations within Park City by bus, bike, and car. Source: Google travel directions 2018-19.

CO2 Emissions



+2% change in transportation CO2 emissions in Park City from 2017-2018

Regional growth has likely fueled this increase in CO2 emissions, due to an increase in the number of cars on the road, as well as the number of miles those cars drive. Source: Fuel Consumption and GHG Calculator, 2017-2018.

-2% change in average annual daily traffic (AADT) on HW 224 between 2017-2018

Significant transit improvements have been made on Highway 224. Shoulder bus lanes, added routes and frequency might have led to a decrease in AADT on this key corridor. Source: Fuel Consumption and GHG Calculator, 2017-2018.

rideamigos Targets

Park City Staff is exploring objectives and targets during the onboarding process for RideAmigos. As employee travel information is collected as a baseline, several goals have been identified and will continue to evolve as more data is gathered.

Anticipated Launch Date:

November 15, 2019

Initially, this program will be administered to internal Park City Municipal employees. Many of the targets identified have that audience in mind. Overtime, PCMC plans to partner with even more companies and organizations to bring the platform to the region more generally. Each organization will set their own goals and targets for their audience. A long term goal of having a public-facing platform will require an assessment of goals and strategies in the near future.

Objectives:

Internal PCMC Employees

- » **Empower employees with a variety of transportation options and reward them for sustainable choices**
- » Onboard all full-time (and ½ of part-time) employees to RideAmigos platform for a total of approximately 550 users in the next 24 months
- » Administer GRH reimbursements for all organizations invited to use the application
- » Administer 4-6 events yearly including: commuter challenges, Try Transit Week, and others
- » Conduct two travel diaries (surveys) yearly for PCMC employees, using real trip data including Origin and Destination, trip mode, and trip purpose
- » Utilize a data dashboard to show carbon emissions reduced, vehicle miles reduced, and alternative trips. Once we have a baseline for existing dashboard data, we will set yearly goals for 2020 and onward for reducing SOVs and omitting carbon emissions
- » Use RideAmigos to push transportation messaging to users during peak times

Strategies to Explore:

Evolving as baseline matures

- » Moving the carpooling permit/match up opportunities to RideAmigos platform exclusively, taking pressure off Park Staff - can we garner a larger participation via RideAmigos?
- » During the first 6 months, determine what incentives change behavior more:
 - » A point-based system, to earn points for non-SOV trips, to redeem for a variety of prizes
 - » Straight cash bonus per 'good' trip, reflected in the employee's paycheck
 - » Earn fractions of vacation hours (pending HR approval) for ongoing travel behavior change
 - » Likely a combination of both
- » Explore how to incentivize and promote cross-agency partnerships to garner a larger response
- » Solicit feedback from PCMC employees on usability, incentives offered, and other suggestions

Strategies to Explore:

Evolving as baseline matures

- » Reduces staff time dramatically in the administration of the Guaranteed Ride Home program, Try Transit Week, commuter challenges, transit events, and messaging about transportation during peak times/events.
- » A one-stop-shop for trip planning - allows users to see real time transit data, check out a bike share bike, match up with someone carpooling, or call an app-based rideshare vehicle.

measuring **success**

Year One

Winter 2019-2020

BASELINE: The last winter carbon footprint employee travel survey had 122 responses from PCMC employees.

GOAL: By Sundance 2020 we will have 150 PCMC employees sign up for RideAmigos.

BASELINE: Awarded 20+ cash prizes to employees during Sundance and FIS World Championships in 2019.

GOAL: Shift all reporting and prize awards and GRH to the platform for Sundance and other event commuter challenges during the winter (*with increased participation from employees who work at MARC, Parks & Golf, Spiro, and Park City Police Dept most specifically*).

Year One

Summer 2020

BASELINE: The last summer carbon footprint employee travel survey had 97 responses from PCMC employees.

GOAL: Assess successes/failures of Winter 2019-2020 rollout.

GOAL: Run a summer commuter challenge to bolster PCMC employee participation to 200 employees.

BASELINE: 46% of PCMC employees drive to work 5 days a week.

GOAL: Reduce that percentage 2% by 2021, by allocating more cash and prize incentives for behavior change

GOAL: Increase events and commuter challenges to 4 to 6 per year

GOAL: Invite 2-3 more partners with large employee bases to administer RideAmigos to their employees (e.g. Park City Hospital, the School District, HPCA - Main Street Employees) onboarding them before Winter 20/21.

Year Two

Winter 2020-2021

GOAL: By November 2021 PCMC will have 550 employees participating via RideAmigos (fluctuating based on seasonality and part-time employees).

GOAL: Increase incentive events to 8 per year (this includes commuter challenges for peak times like Sundance and MLK weekend).

Year Two

Winter 2020-2021

GOAL: Assess what other organizations should participate; onboard 2-3 more organizations.

GOAL: Reassess dashboard metrics to determine if more aggressive goals can be set, based on more partner participation.

Long Term

In Development

GOAL: Platform becomes public facing and captures visitors, residents, employees, and commuters to change their travel behavior.

GOAL: Reduce single occupancy vehicle trips on gateway corridors, capture and increase mode-split in and around Park City.

Summary

The Old Town parking program plays a critical role in Park City's General Plan, Transportation Demand Management Plan (TDM) and the Traffic and Transportation Master Plan (TTMP). Key goals include: Maintaining available parking during projected peak times, reducing traffic congestion and idling, and implementing viable solutions to accommodate travel to and from Old Town for visitors, employees, and residents.

As this iteration of the Parking Program has now been in effect for over a year, Staff has reviewed trends in data and in on-street application, and generating potential solutions to emergent problems and challenges.

The following sections will provide an assessment of the utilization of existing parking options. It will contain an analysis of the utilization and occupancy of the China Bridge garage and Main Street parking assets—including peripheral surface lots. Assessment of the Old Town parking technology program is an ongoing process.

Analysis of Key Goals & Metrics

Long-term Utilization Trends

In reviewing utilization between the initial roll-out of the Parking Program and today, we see that trends have remained stable between 2018 and 2019. This has begun to define what constitutes a “peak” time of year, with the biggest peaks occurring in March and July, and the biggest troughs in April and November. Impacts like weather and event schedule must be considered when assessing these data points. (See Figure A)

Peak vs. Off-Peak

Long-term data collection has shifted the way that peak parking times are defined. In comparing occupancy and utilization between **Monday and Thursday vs. Friday through Sunday**, we identify that **weekday** utilization is favored in a ratio of **1.1 : 1**. In comparing **pre-5pm** vs. **post-5pm** transactions and occupancy, we see that **post-5pm** is favored slightly at a ratio of **0.9 : 1**. Attention has been drawn to the 5pm benchmark because anticipated usage occurs during or after the 9-5 workday. However, data indicates utilization between 8a-5p is by far the largest demographic of garage users. This trend demonstrates a need to adapt to improve usage by evening staff, transient parkers, and other users.(See Figure B)

Main Street & Paid Surface Lot Utilization

Despite daily free parking options, permits, and lower rates in the China Bridge garage, Main St. and peripheral surface lots account for a small majority of all parking transactions and utilization. Main Street is consistently among our highest utilization areas daily—with delivery vehicles, business owners, and transportation competing with available paid parking options.

Exhibit D

Staff has been exploring the implementation of loading zones on Main Street to provide better traffic flow solutions for loading/unloading and quick visits to business fronts.

China Bridge Utilization

Maintaining 15% parking availability during peak times is generally regarded as the standard goal by parking professionals; below this number drivers will create traffic within the garage as they search for available parking. The associated heat maps show hourly occupancy averages for the China Bridge garage across 2018-19. Although weekends and events showed consistently high occupancy, the average trend exhibits that the garage is most highly utilized during the Morning/Afternoon work day—with an average decrease in occupancy after 5pm.

Parking is consistently available in the China Bridge garage, with the exception of peak weekends and events. Strategies such as removing gated infrastructure and pursuing more fluid technology options consistent with other Old Town parking options, improved wayfinding, and fostering a welcoming and clearly advertised environment which better informs transient parkers of rates and promotions in real time may improve garage utilization.(See Figure C)

Employee Parking Program Utilization

Long-term review of parking occupancy data demonstrates that provided parking and transportation options have produced mixed results in terms of who is using them and when. Additionally, some changes to previous operations have shifted available options for those utilizing Old Town parking.

It is important to understand how these options have been utilized in order to determine their efficacy.

- The Homestake shuttle option was heavily reduced due to very low utilization and high cost of operation.
- The Carpool permit option has been observed to be heavily abused and underutilized for its intended purpose of reducing vehicle traffic and parking impacts while providing an affordable parking option for evening employees.

Occupancy data shows that the Sandridge lot often reaches 100% capacity by 5pm during both peak and off-peak seasons (with rare exceptions on low volume days), and tends to hold at 90%-100% until 7pm. Afterwards we see a marked decline in usage until the following day. This is in line with projected expectations of +50% occupancy at the time of program implementation, as this area remains the only 24 hour free parking option in the Old Town corridor. The reduction of use after 7pm may be indicative that Main Street evening staff are starting work at times which make these options undesirable or unavailable, or that they are pursuing more proximal parking options and paying.

We have also observed an increase of utilization of free on-street parking options on Park Avenue which has generated concern from residents living on Park Avenue. Staff

Exhibit D

has implemented several deterrents, including temporary residential parking signage that is enforced to reduce event impact.

Some potential strategies to improve access to parking for all Park City staff may include a discounted China Bridge permit which can only be obtained by verified employees and creating dynamic transit routes which can better serve an off-site parking lot after hours. (See Figure D)

Special Event Parking

The Parking program has worked in collaboration with Park City Special Events Dept to apply appropriate parking rates based on peak demand volumes and to incentivize transit. Since the implementation of the parking technology project, Staff have observed increased demand, earlier in the day during events from 2018 to 2019. Staff intends to monitor this trend as it may warrant the discussion of increasing event parking rates to maintain desired results.

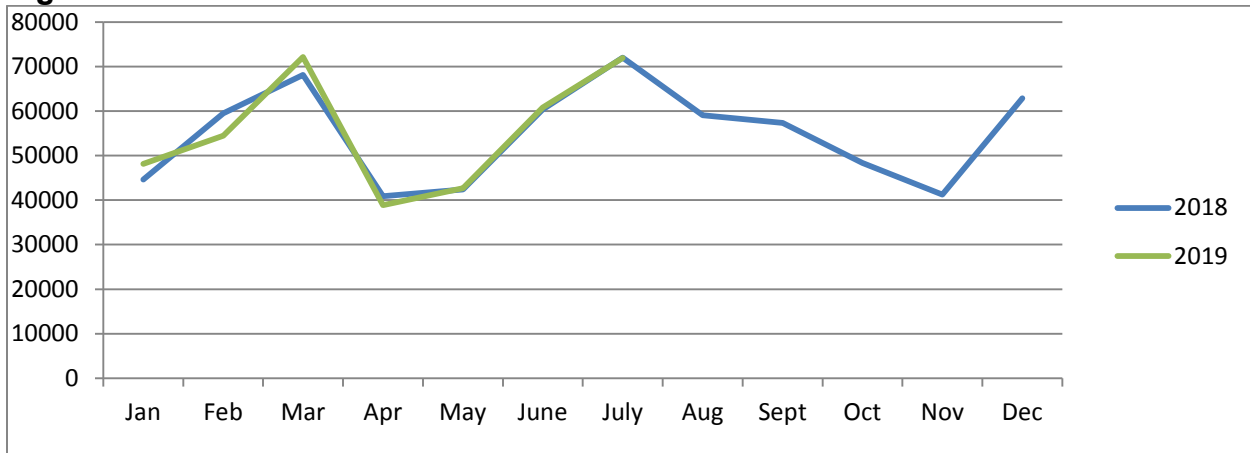
Figure D identifies top 10 occupancy days in China Bridge and Main St./Surface Lots, which directly correlate to large events. While China Bridge tends to fluctuate and fill to 100% only during these peak times, surface lot usage remains high and steady throughout peripheral non-event dates.

Consistent findings suggest that events and high-traffic times will heavily impact our parking resources—regardless of location. Available options are consistently

This may also suggest that users of parking tend to utilize whatever free options are available, favoring the free Sandridge Lots over the proximity/”safety” of China Bridge garage or the Main St. corridor.

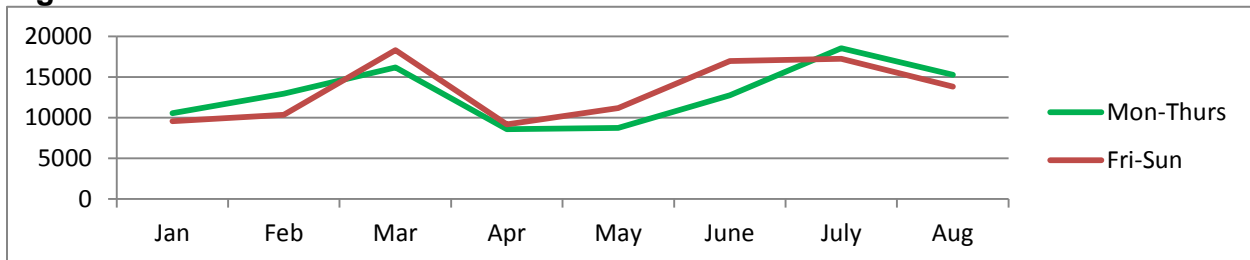
Exhibit D

Figure A

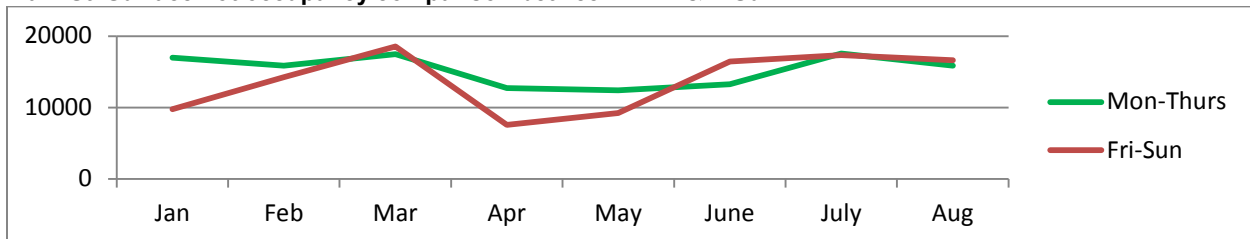


Total parking utilization between 2018 and 2019. Trends show similar total utilization across all months of both years.

Figure B



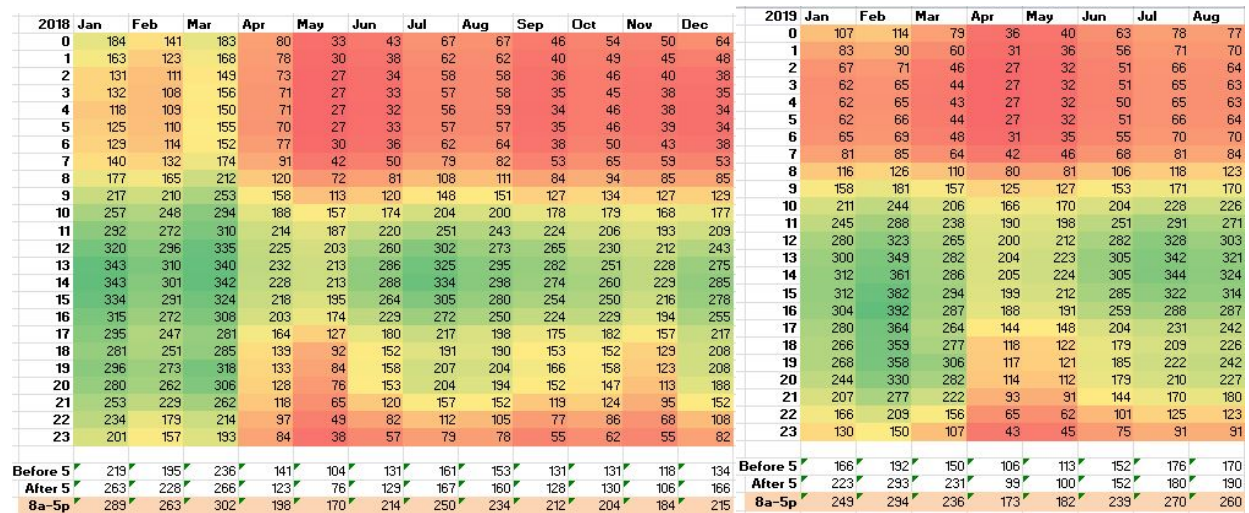
Main St./Surface Lot occupancy comparison between M-Th & F-Su



China Bridge occupancy, M-Th & F-Su

Exhibit D

Figure C



Heat maps of average occupancy in China Bridge garage, 2018 & 2019. Trends show peak occupancy occurs between 10am and 5pm, with extended occupancy until 9pm during peak ski season

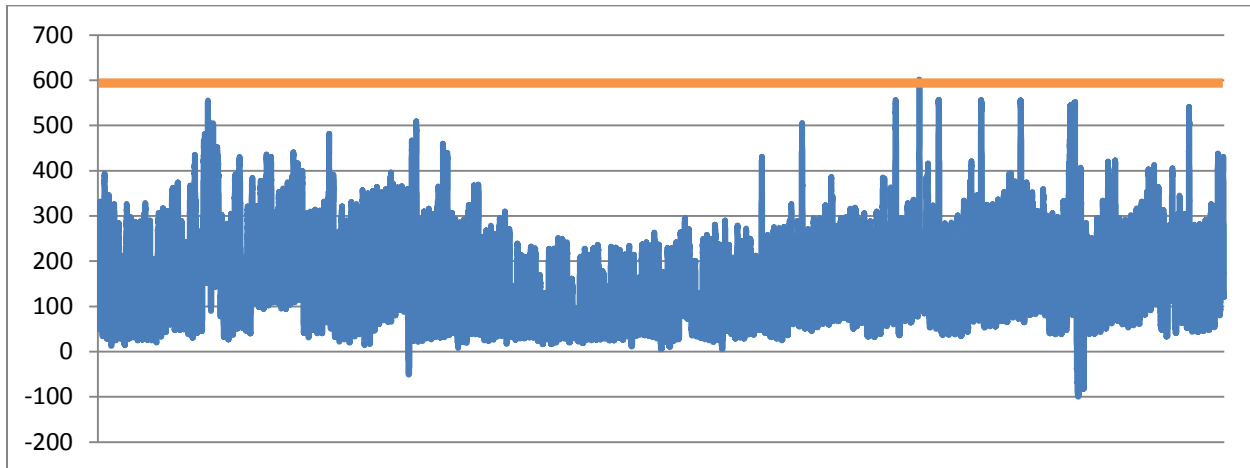
Figure D

Date	Event	Info
7/4/2019	4th of July	Swede Alley closed on 4th; Sandridge lots full 9a-3p
7/7/2019	Silly Market	Full from 11a-4p
7/14/2019	Silly Market	Near full @ 11a, full @ 1a, egress begins @ 4p
6/30/2019	Silly Market	Near full @ 11a, full @ 1a, egress begins @ 4p
1/26/2019	SFF Opening Weekend	Some Swede Alley lots closed; extremely sporadic usage; Sandridge Lots full from 10a-midnight
7/21/2019	Silly Market	80% full @ 11a; 88% full @ 2p; egress begins @ 4p
8/3/2019	Kimball Arts Fest	Slow growth to 88% @ 9pm
8/2/2019	Kimball Arts Fest	Steady usage from 10a-9p; 79% max
8/25/2019	Tour of Utah	89% @ 11a; 91% peak @ 1p; egress begins @ 4p; some areas closed
6/23/2019	Silly Market	Max 73% occupancy @ 7p

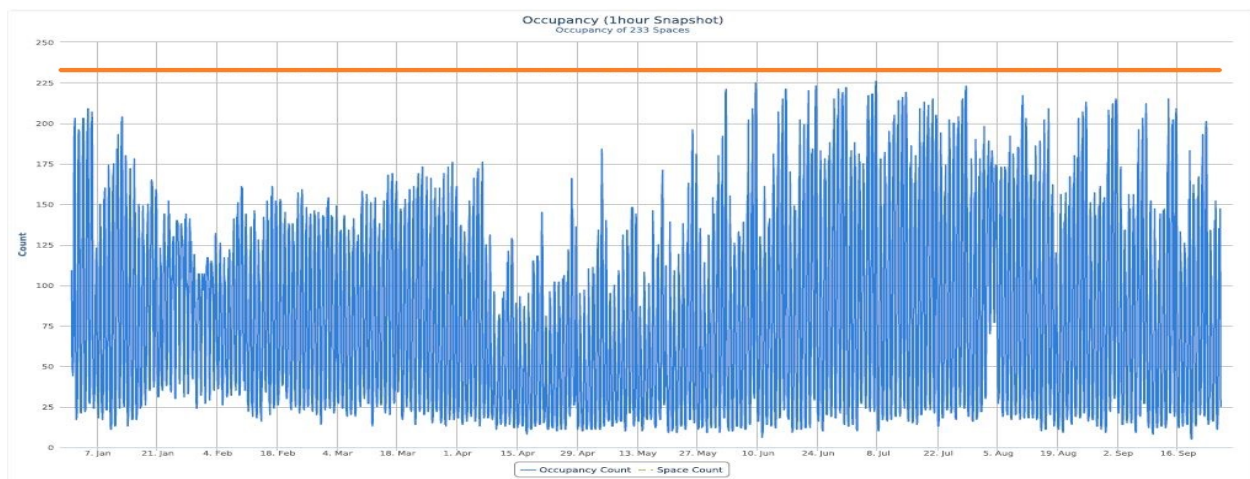
Highest volume days in 2019 to date, and event/Surface Lot impact info. Please note that some dates restrict available parking and impact traffic patterns in Old Town.

Exhibit D

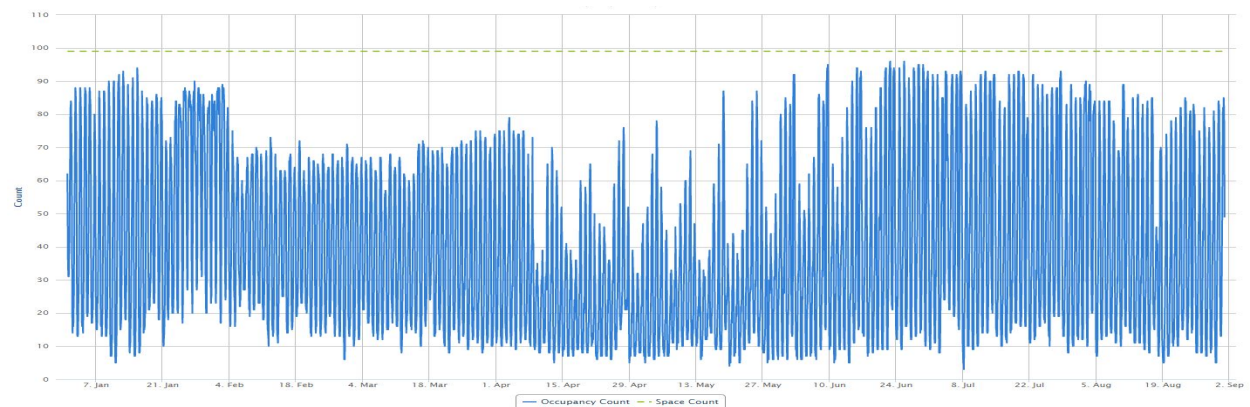
Figure D (Cont.)



China Bridge Occupancy 2019; peaks represent event days and high usage days. The orange line represents maximum occupancy



Main St./Surface Lot Occupancy 2019; trends show more consistent daily usage than China Bridge garage.



Sandridge Occupancy 2019; consistently high usage with some troughs in the off-peak season

Council Agenda Item Report

Meeting Date: October 22, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

5:25 p.m. - Census 2020 Presentation by Summit County Complete Count Committee

Suggested Action:

Attachments:

[Census Staff Report](#)

[Census 2020 Cities and Towns Presentation](#)



Staff Report

To: Park City, Mayor and Council

From: Jeffrey B. Jones, AICP, Econ. Development & Housing Director

Re: Census 2020 – Complete Count Committee

Type of Item: Informational

Meeting Date: Tuesday, October 22, 2019

SUMMARY

As mandated by the Constitution, the United States Census Bureau will conduct a decennial count of every resident in the United States in 2020. The Census will produce statistics that are used to apportion the seats of the U.S. House of Representatives, realign legislative boundaries of each state and allocate billions of dollars in Federal and State funding to local communities. The results will have implications for at least a decade and affect government and private industry decisions.

COMMUNITY BENEFITS AND CONSIDERATIONS

Federal funds, grants and support to states, counties and communities are based on population totals and breakdowns by sex, age, race, and other factors. Our state and communities benefit the most when every single resident is counted. When we respond to the Census, we help our community obtain its fair share of the \$675 billion per year in federal funds spent on schools, hospitals, roads, public works and other vital programs.

A study published in 2017 by the George Washington Institute of Public Policy calculated that \$5,694,470,987 was distributed to Utah based on decennial numbers. For Utah, this figure breaks down to \$1,870 per capita and roughly \$5,254 per household in Summit County. Over a 10-year period, that would equate to \$52,547 lost for every household in Summit County that was missed in the Census count. For Census 2010, only 55% of the households in Summit County reported.

CHALLENGES

Some Utah neighborhoods have been identified as among the nation's toughest to count—including some in Summit County.

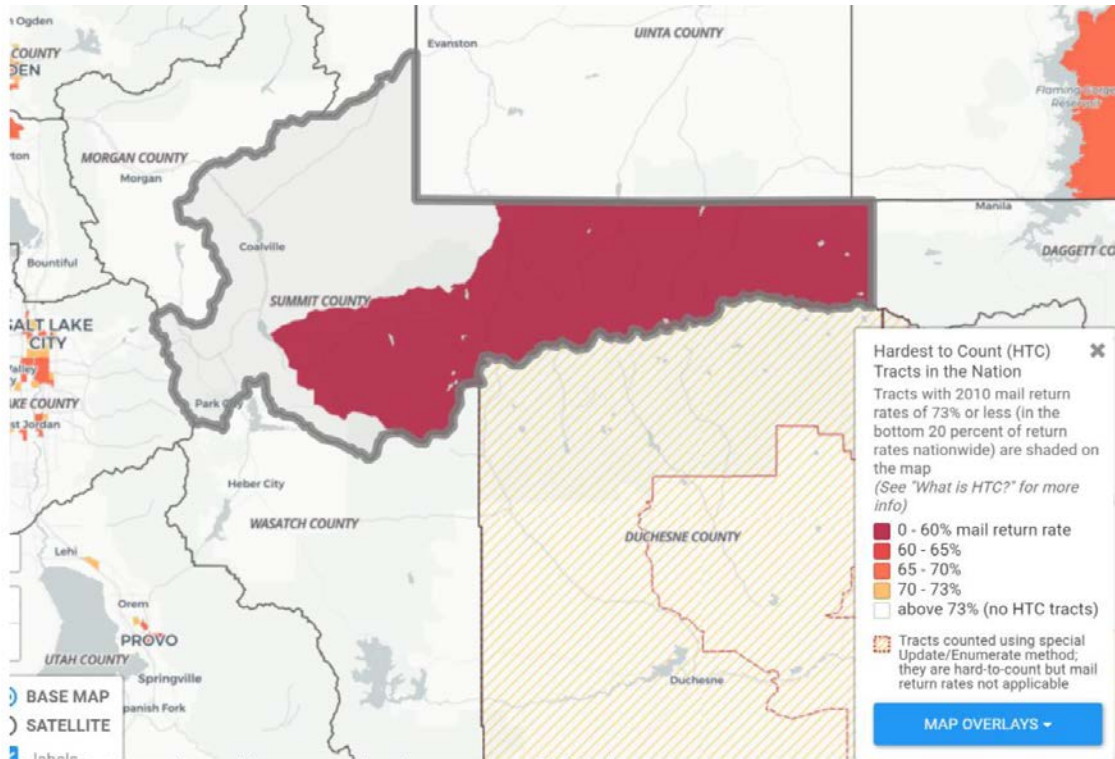


Figure 1: Source: <https://www.censushardtcountmaps2020.us/>

In the 2000 census, Utah missed gaining a fourth U.S. House of Representatives seat by 80 people (which instead went to North Carolina). For now, Summit County and its partners are dependent on federal efforts, supplemented by local volunteers to get the word out.

COMPLETE COUNT COMMITTEE

A Complete Count Committee (CCC) is a volunteer committee established by local governments and community leaders to increase awareness and motivate residents to respond to the 2020 Census. The CCC is charged with developing and implementing a 2020 Census **outreach plan of action** designed to target and address the needs of its community. Summit County and its partners are looking for members of the County to join the Complete Count Committee.

Potential committee members include, but are not limited to:

- Elected officials, city planners, and heads of relevant governmental agencies/departments.
- Superintendents, principals, and public/private school system leaders.

- Faith-based organization leaders.
- Community-based organization leaders.
- Corporate leaders, small business leaders, and heads of business associations.
- Advocacy organizations and social outreach programs.
- Major media organizations and county public information officers.

While the task of local governments is to appoint a Complete Count Committee, the US Census Bureau provides a Partnership Specialist who serves as an advisor and Census liaison to our local CCC. Summit County's Partnership Specialist is:

Ms. Meredith M. Reed
Partnership Specialist
Dallas Regional Census Office/Field Division/Denver Region
M: 801-647-0291
E: meredith.m.reed@2020census.gov

FISCAL IMPACT

While there is no hard cost to recruit or train a Census Count Committee (CCC), each household missed or not counted in the 2020 census will result in an approximately \$52,547 loss to Summit County in federal funding over the 10-year period until the next census count.

CENSUS 2020 TIMELINE

- **January 2019**, field offices Open around the country.
- **August - September 2019**, Census Bureau will deliver feedback from the Local Update of Census Addresses Operation (LUCA) feedback back to Summit County.
- **February 2020**, Group Quarter operations begin. These operations include, but are not limited to, people in colleges and universities, correctional facilities and medical facilities, people experiencing homelessness, people receiving service at service-based locations, people living on maritime vessels and people living on military bases.
- **March 2020**, Internet self-response begins. Mailing 1: Contains instructions to self-respond with unique ID. Most will receive a postcard with instructions to complete the survey online or over the phone. About 20% of households will receive a paper form option as part of the initial outreach. The Census will encourage, but not require, people to enter their unique ID with their response. Mailing 2: Letter to non-respondents. Mailing 3: A post card to non-respondents.
- **April 2020**, Census Day is April 1. Mailing 4: Letter and survey to non-respondents. Mailing 5: "It's not too late" post card to non-respondents.

- **May 2020**, Non-response follow-up (NRFU) begins. Census workers visit addresses from the Census Master Address File that did not complete a Census questionnaire and collect information at the door. Enumerators can visit an unresponsive household up to six times. Includes solicitation of proxy responses, which are responses provided by a knowledgeable source, such as a neighbor.
- **August 2020**, Complete NRFU.

ATTACHMENT: PowerPoint Presentation

COMPLETE COUNT COMMITTEE



CENSUS 2020

September 9, 2019

Jeffrey B. Jones, AICP

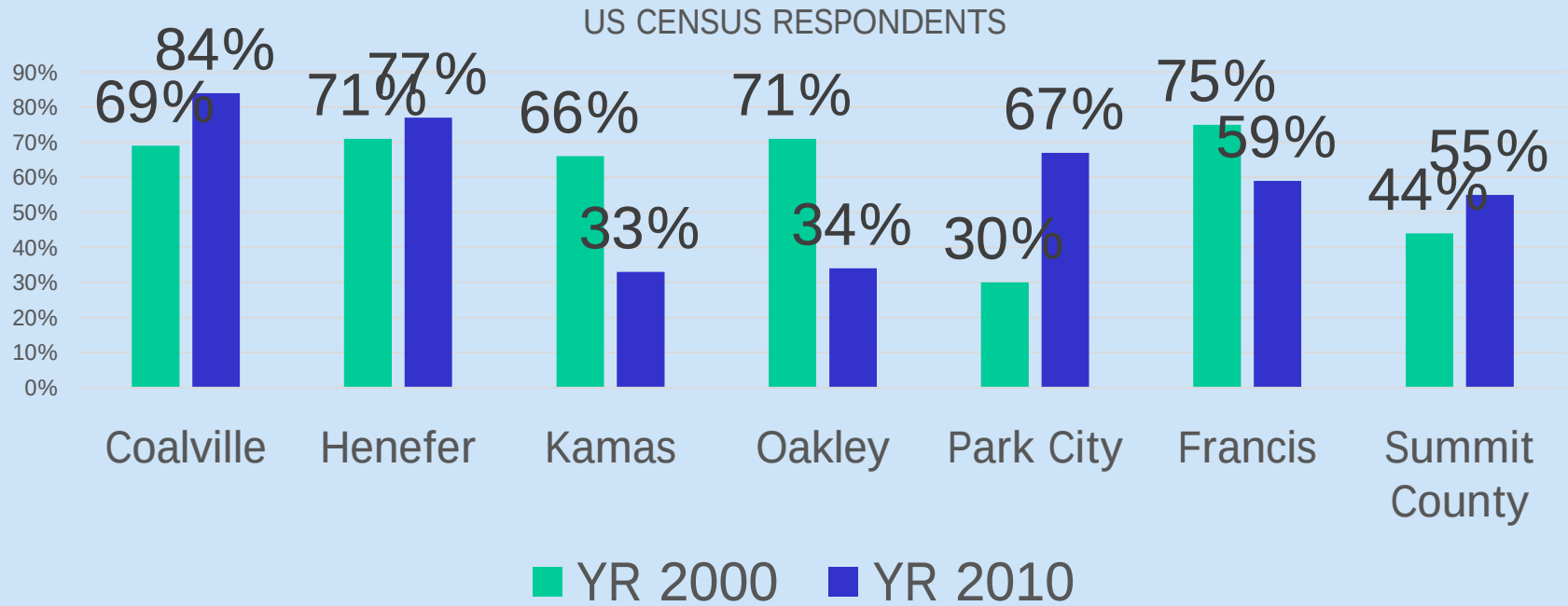
435-336-3221

jjones@summitcounty.org



Source: US
Census Bureau

Summit County, UT



Summit County, UT

- Political Representation
 - Political Redistricting
 - Emergency Services
 - Medical and Health Care
 - Housing and Land Use
 - Research and Mapping
 - Transportation and Mobility
 - Schools and Education
 - Equal Opportunity
 - Social Assistance
 - Business and Economy
 - Decision Making
 - Planning Future Government Services
- \$675 Billion Dollars!!!**
\$1,870 Per Capita (Utah)
\$5,254 Per HH Summit County
15,054 HH (2019)



Summit County, UT

- 747 Total number of address records submitted to Census Bureau.
- 745 Total number of submitted address records processed by the Census Bureau.
- 2 Total number of submitted address records not processed by the Census Bureau.
- 733 Total number of submitted address records accepted by the Census Bureau as requested.
- 12 Total number of submitted address records not accepted by the Census Bureau as requested.



Summit County, UT

- Glenn Wright, Summit County Council
- Jeffrey B. Jones, AICP, Summit County Staff
- Krachel Murdock, Summit County Staff
- Jill Lesh, League of Women Voters of Utah
- Meredith Reed, League of Women Voters of Utah
- Rob Harter/Pete Stoughton, Christian Center of Park City
- Melinda Colton, Park City School District

Interested in joining? Contact Jeff
Jones at jjones@summitcounty.org
435-336-3221

Ms. Meredith M. Reed
Partnership Specialist
Dallas Regional Census Office/Field
Division/Denver Region
M: 801-647-0291
E: meredith.m.reed@2020census.gov

Your Name
Here!



Summit County, UT

- **January–September 2019:** The U.S. Census Bureau opens 248 area census offices across the country. These offices support and manage the census takers who work all over the country to conduct the census.
- **August 2019:** Census takers begin visiting areas that have experienced a lot of change and growth to ensure that the Census Bureau's address list is up to date. This is called address canvassing, and it helps to ensure that everyone receives an invitation to participate in the 2020 Census.
- **January 2020:** The Census Bureau begins counting the population in remote Alaska.
- **April 1, 2020: Census Day is observed nationwide.** By this date, every home will receive an invitation to participate in the 2020 Census. Once the invitation arrives, you should respond for your home in one of three ways: online, by phone, or by mail. When you respond to the census, you tell the Census Bureau where you live as of April 1, 2020.



Summit County, UT

- **April 2020:** Census takers begin visiting college students who live on campus, people living in senior centers, and others who live among large groups of people. Census takers also begin conducting quality check interviews to help ensure an accurate count.
- **May 2020:** The Census Bureau begins visiting homes that haven't responded to the 2020 Census to make sure everyone is counted.
- **December 2020:** The Census Bureau delivers apportionment counts to the President and Congress as required by law.
- **March 31, 2021:** By this date, the Census Bureau will send redistricting counts to states. This information is used to redraw legislative districts based on population changes.



Summit County, UT

- Summit County Census 2020 Web Page:
<https://summitcounty.org/1082/Census-2020>



Council Agenda Item Report

Meeting Date: October 22, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

5:45 p.m. - Break

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: October 22, 2019

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Howl-O-Ween Event Reminders

Suggested Action:

Attachments:

[Howl-O-Ween Event Reminders Report](#)

City Council Staff Report



Subject: Howl-O-Ween on Main Event Reminders
Author: Jenny Diersen, Special Events & Economic Development
Program Manager
Department: Special Events
Date: October 22, 2019
Type of Item: Informational

Executive Summary

The Howl-O-Ween on Main is an important community event that celebrates our culture and provides ancillary economic benefits for our local business community. The event is hosted by the Historic Park City Alliance (HPCA) in collaboration with the City. The event will take place on Thursday, October 31, 2019, from 3:00 to 6:00 p.m. The event has the following impacts:

Transportation Reminders

Same as in years past:

- Road Closure of all of Main Street from 3:00 to 6:30 p.m.
- Swede Alley will run one way (North) to help divert traffic from residential areas and keep a smooth flow through Marsac Drive and Deer Valley Drive. This has been done in the past and has also helped with pedestrian management on the street.
- Free Parking with Transit at School District (after school), Park City Resort, Canyons Base and Deer Valley Lots. We will also be promoting the Ecker Hill Park & Ride, Kamas Commuter and Electric Express Bus.
- Paid Parking (\$10) at China Bridge from 2 p.m. to 6 p.m. China Bridge entrance is on Marsac Avenue.
- Bus Lane on Deer Valley Drive to expedite Transit
- South Marsac Lot will be running as Drop and Load area throughout the day for Shuttles, For Hires and TNC vehicles or community members that need to drop off family members.
- Variable messaging will run in advance of the holiday, reminding the community to plan ahead and be cautious of children and pedestrians on the holiday.
- Public Art Advisory Board will decorate the Transit Center. Additionally Park City Transit will create Spooky buses.
- There will be additional signage up through residential neighborhoods to deter cut through traffic on Old Town Streets.
- Park City Police has added additional mitigation for this event at the Hillside and Marsac intersection, further deterring cut through traffic.

New this year, separate from the event permit:

- Under the authority of the Transportation Planning Director (Alfred Knotts) Transit will pilot allowing dogs on transit,

Community Outreach

Beginning next week, staff will begin event outreach regarding the event. An Impact

map in both English and Spanish will be found on the City's homepage with Transportation and Parking Impact information. Staff will implement door to door community outreach for the event including impact information to local residents and businesses, web and social media outreach, and local media. The community can sign up for the City's text alert system by texting PCEVENTS to 888777 to receive the most up to date transportation and emergency information.

The event would not be possible without the collaboration City staff and a myriad of community partners, including the Historic Business Alliance, Park City School District, Park City Mountain, and Deer Valley Resort.

Council Agenda Item Report

Meeting Date: October 22, 2019

Submitted by: Johnny Wasden

Submitting Department: Parking Services

Item Type: Staff Report

Agenda Section:

Subject:

Residential Parking Permit Zone Expansion

Suggested Action:

Attachments:

[G-Permit Residential Zone Expansion 2019](#)



City Council Staff Communications Report

Subject: Residential Zone Expansion
Author: Johnny Wasden, Parking Manager
Department: Parking Services
Date: October 22, 2019
Type of Item: Informational

Background:

As a result of increased tourism, overflow skier traffic, and event related parking impacts, staff recommends expanding the residential parking program in Zone G to include additional area (map in Exhibit A). This area includes the area North of 12th street, South of Deer Valley Drive, West of Park Avenue, and East of Empire Avenue.

Discussion:

After gathering both internal and external feedback through localized neighborhood outreach, well as hosting a community input meeting on September 4th, 2019, at the park City Library. it was determined that there is demand for expansion of our Residential Parking Zone program in the aforementioned areas in Exhibit A. The implementation of the "G" permit will ensure continuity of the existing residential permit program in a defined geographic area and limit overflow parking traffic from non-residents that is disruptive to neighborhood continuity. No objections from the public were encountered.

Recommendation:

Staff recommends the expansion of the residential permit zone under Park City Municipal Code 9-3-4, which reads that the City Manager has the authority to implement additional inclusion in our residential parking program. Specifically: *The City Manager or designee shall determine which streets or public parking facilities would benefit by inclusion in a Permit Parking Zone (PPZ). The City Manager or designee shall designate the boundaries of each zone identifying each zone by letter, number or name, and cause a parking area map to be published showing the zone boundaries. If modification of an established parking zone boundary or establishment of a new PPZ is determined to be in the public interest, the City Manager or designee shall designate the boundaries thereof and give fourteen (14) days notice of the same by publication twice in a newspaper of general circulation within the City.*

Prior to implementation, staff seeks to inform Council, solicit feedback, share the implementation schedule, and provide additional opportunity for resident feedback.

In addition, "G permit zone" property owners must also be made aware of the residential permit zone regulations, including proof of residency, permit costs (if any), and be reminded that permits are not exempt from overnight parking restrictions. Any change in the residential permit zone will include a soft, education-based launch prior to enforcement, and continually provide opportunities for ongoing feedback through the infancy of the program. This plan is directly in line with objectives stated in the Park City

General Plan and subsequent Transportation Demand Management Plan and Traffic and Transportation Master Plan.

Implementation Timeline:

- October 22 – Present G Zone permit implementation plan to City Council
- October 28 - November 1 – Conduct outreach, run media notices in the Park Record, and notify residents of approved plan and how to obtain a proper permit.
- November 4 – November 8: Begin installation of signage plan
- November 15 - November 31: Begin soft enforcement issuing instructional sheets of how/where to obtain a permit, as well as alternative parking options.
- December 1 – Begin incremental regular enforcement of permit zone.

Exhibit:

- A – Draft Residential Permit Expansion – “Zone G”
- B – Sign designs and placement list

EXHIBIT A – Draft Map of Residential Permit Expansion – “Zone G”

“G” permit zone from 9th Avenue to Deer Valley Drive

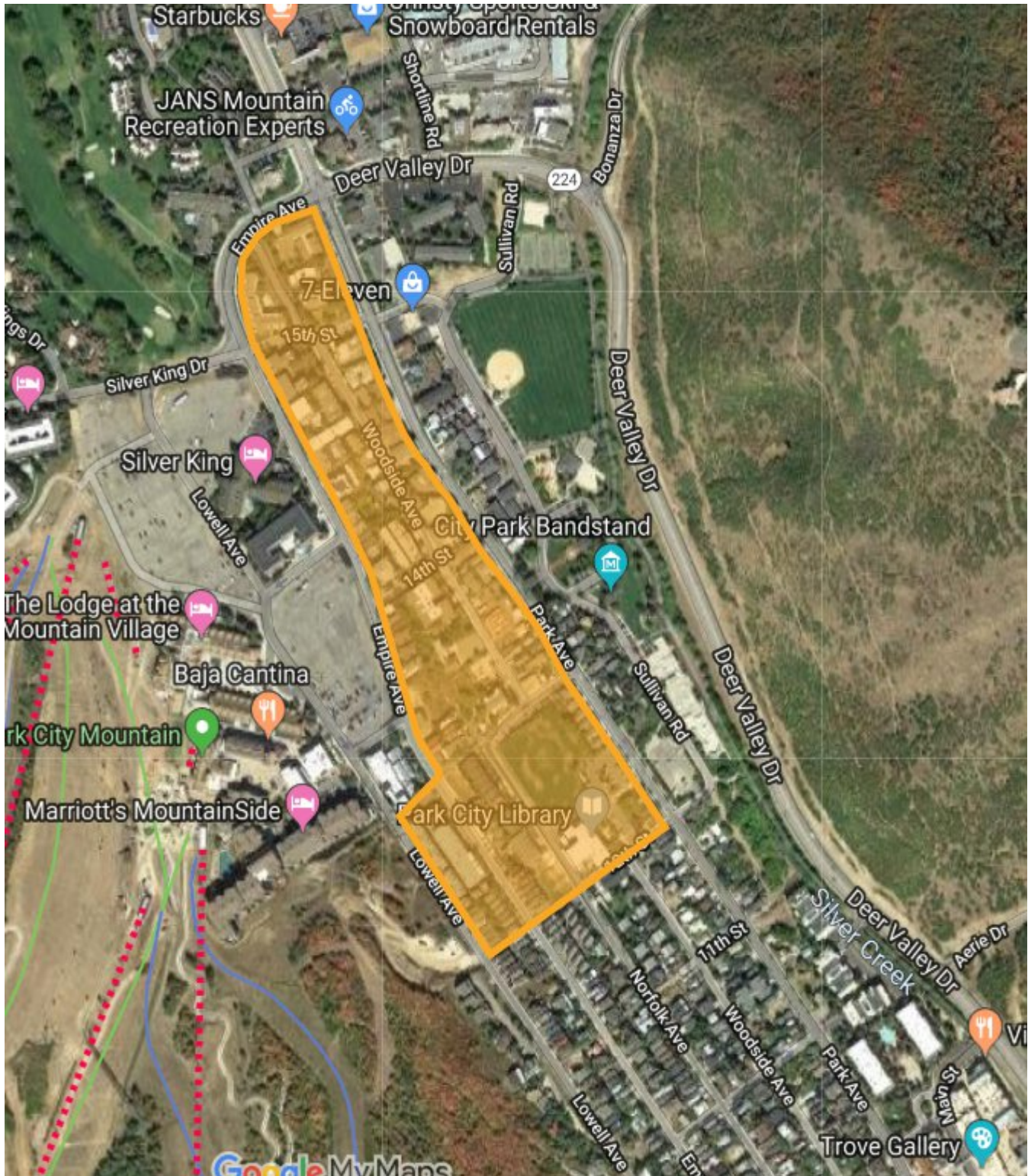


EXHIBIT B – Sign Design and Placement

Residential Permit Parking Zone –
No Parking Without Permit Any Time

Placed throughout “G” permit zone



Entering Residential Permit Parking
Zone – No Parking Without Permit Any
Time

Placed at residential zone entry points



Council Agenda Item Report

Meeting Date: October 22, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section:

Subject:

Consideration to Approve the City Council Meeting Minutes from September 26, 2019 and October 4, 2019

Suggested Action:

Attachments:

[September 26, 2019 Minutes](#)

[October 4, 2019 Minutes](#)



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

September 26, 2019

The Council of Park City, Summit County, Utah, met in open meeting on September 26, 2019, at 2:00 p.m. in the City Council Chambers.

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

RESULT: APPROVED

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

CLOSED SESSION

Council Member Worel moved to adjourn from Closed Meeting at 5:45 p.m. Council Member Council Member Gerber 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 Diane Foster, City Manager Margaret Plane, Special Counsel Minda Stockdale, Deputy City Recorder	Present
None	Excused

II) APPOINTMENTS

1. Consideration to Approve the City Manager's Proposed Appointment of Sara Nagel as the City Treasurer of Park City Municipal Corporation:

Mindy Finlinson, Finance Manager, recommended City Council approve the appointment of Sara Nagel as the City Treasurer. Nagel introduced herself and her background, and indicated her family was active in community.

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

Council Member Worel moved to approve the City Manager's proposed appointment of Sara Nagel as the City Treasurer of Park City Municipal Corporation. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

III) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF
Council Questions and Comments:

Council Member Henney reminded the public to submit comments on City Council meeting closed captioning service to determine its use and whether to continue the service.

Council Member Worel requested that Item Four, Transportation Demand Management Plan Update, be discussed during a Work Session on a future agenda. Foster stated the item would be discussed on October 10 along with Transit Improvements.

Council Member Gerber reported residents on Doc Holiday, Comstock, Wyatt Earp and Sidewinder were frustrated by traffic diverted from Kearns Blvd. due to tunnel construction. She requested an update on tunnel construction and traffic mitigation measures. Foster replied there was additional police presence and she would add an update on tunnel construction to a future agenda.

Mayor Beerman and the Council members reported on the activities, meetings and events they attended since the last meeting.

Council Member Gerber asked when applications for Woodside Phase 1 would be released. Hannah Tyler, Senior Planner, reported they would go out late fall pending resolution of the condominium plats. She would confirm the exact date when it became available. Council Member Henney requested an update on the project, including HOA fees and CCR's. Foster confirmed it would be added to the Work Session agenda on October 10.

Staff Communications Reports:

1. Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year 2018:

2. Permitting Process Taskforce Update:

3. City Council Meeting Closed Captioning Service:

4. Transportation Demand Management Plan Update:

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

Mayor Beerman opened the meeting for public input on matters not being addressed on the agenda.

Rob Dixon, Main Street resident, stated he loved living in Park City and applauded recent projects. He wondered why the Council was considering selling the property – and cutting the park in half – behind his house.

Jeff Creveling, Main Street resident, reported 139 Main was the last remaining lot on Main to be constructed as a residential house. He felt the design was modern without historic attributes. He stated meeting historic district design guidelines was difficult, but the historic nature of structures was important. He thought the historic wall was compromised. He stated he was familiar with the process – which was staff approved - and requested the Council review the property because it was an inappropriate use of the space. He thanked the Council for all of their work.

Morgan Busch, Intermountain Health Care, spoke on the transportation demand management plan. He stated employees in Salt Lake were incentivized to use transit. He requested a transit solution at Quinn's Junction.

1. CityTour 2019 Presentation and Debrief:

Myles Rademan, Director of Leadership Park City, gave a presentation with photographs, highlights and takeaways of the 2019 CityTour to Crested Butte, Montrose and Grand Junction, Colorado, and requested feedback from the City Council.

Council Member Ware Peek reported it was her favorite CityTour. Council Member Henney was excited for the next year's tour. Mayor Beerman complimented Rademan and the group and spoke to the value of the trip.

2. Leadership Park City Class 25 Project Presentation:

Leadership Class 25 presented their class project on wildfire preparedness. Mayor Beerman thanked the class for their work and congratulated them on their efforts.

Mayor Beerman closed the public input portion of the meeting.

V) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from August 29, 2019 and September 12, 2019:

Council Member Gerber requested the September 12th minutes, Page 3 Line 30, reflect that the council and community see the value of parking.

Mayor Beerman requested to strike from the August 29th minutes, Page 12 Line 37, the comment on elderly skiers as the conversation was abbreviated in the minutes. He requested to add on Page 13 Line 3, "staff had been researching and no other community had a perfect program."

Mayor Beerman noted an inconsistency in the September 12th minutes, Page 3 Line 23, and preferred that the abbreviation read "AMPD" instead of "affordable MPD."

Council Member Worel moved to approve the City Council meeting minutes from August 29, 2019 and September 12, 2019 as amended. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

VI) CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Professional Services Agreement (PSA), in a Form Approved by the City Attorney, with RideAmigos, in an Amount Not to Exceed \$24,995.00 Per Year for up to Three Years:

2. Request to Adopt Resolution 19-2019, a Resolution Authorizing Certain Individuals in the Organization to Make Changes to the Utah Public Treasurers' Investment Fund (PTIF) Accounts:

3. Request to Authorize the City Manager to Enter into a Professional Service Agreement with The Electric Highway Co. in a Form Approved by the City Attorney Not to Exceed \$49,940.00 for Electric Vehicle Charging Equipment on City Properties:

Council Member Joyce moved to remove Item One from the Consent Agenda for further discussion. Council Member Henney seconded the motion.

RESULT: APPROVED

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

Council Member Gerber moved to approve Items Two and Three on the Consent Agenda. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

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

1. Request to Authorize the City Manager to Execute a Professional Services Agreement (PSA), in a Form Approved by the City Attorney, with RideAmigos, in an Amount Not to Exceed \$24,995.00 Per Year for up to Three Years:

Council Member Joyce requested that specific expectations and measures of success be included in the contract. For example, he wished to know the minimum and goal number of cars expected to be reduced from local roads and suggested expectations and measures of success be included in every contract. He reiterated the Council's goal to reduce 25% of cars from the entry corridors and did not wish to put staff time in to reducing small numbers at a time or on small projects.

Alfred Knotts, Transit and Transportation Manager, responded the goal would be met through a programmatic approach; there was no silver bullet. He confirmed the Transportation Demand Management plan outlined strategies and estimated effectiveness; incremental two to three percent of cars off the road at a time were important.

Knotts offered to return before a contract renewal and report on current analytics and metrics. Council Member Joyce wished to know the expectation up front in order to have a comparison when it came time to renew the contract. Knotts explained how staff felt collaboration with the school district and resorts would make a large impact, but those programs took four to six weeks and significant staff time to implement. Council Member Ware Peek wished to understand how entities were incentivizing, promoting and monitoring existing programs. Knotts responded it was an awareness issue and reported cooperation and interest from the resorts was at an all-time high.

Council Member Worel also asked for a goal and measurement of success with the resorts. Knotts responded Snowbird had success measuring carpoolers with a similar tool; RideAmigos would provide solutions and data.

Council Member Gerber asked when partners would be able to join. Alexis Verson, Transportation Planner, reported the service was scalable; other employers could add a

platform immediately at no additional cost. She stated specific goals and metrics were not identified yet because staff was collaborating with partners about how to define measures of success. She stated staff wished to start small to determine effective incentives and drivers of behavior. Knotts added targeted markets, for example resort employees versus skiers could be targeted. Council Member Gerber noted it was a good time of year for the resorts to incentivize new employees. Version stated it was a possibility, but she was hesitant to implement the service with all partners before it was tested internally. Council Member Gerber asked if data collected on the app, such as Vehicle Miles Traveled, would be reported to the City to which Version stated it would.

Mayor Beerman stated RideAmigos had been vetted in other communities and was relatively low in cost and it collected data. He was in favor of moving forward with an experimental program and felt it was symbolic that the resorts were on board.

Council Member Henney asked how RideAmigos would compete with the My Stop Bus app. Version stated the My Stop app was separate, but Transit feeds could be included in the RideAmigos platform so either app could be used for the same purpose.

Mayor Beerman reminded staff to include goals in future reports.

Council Member Ware Peek moved to authorize the City Manager to execute a professional services agreement, in a form approved by the City Attorney, with RideAmigos, in an amount not to exceed \$24,995.00 per year for up to three years. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

NAYS: Council Member Joyce

VII) OLD BUSINESS

1. Contracts with an Emphasis on Social Equity:

Mayor Beerman suggested discontinuing the Innovation category of Special Service Contract awards in 2019, but move forward with the Social Equity category. Council Member Worel encouraged grant applicants to consider innovative solutions as part of their proposal. Council Member Joyce clarified the RFP model catered to applications that were tailored to the scope rather than generic ideas. The Council agreed on the proposed focus areas of Housing, Education, Inclusion and Workforce Development.

Mayor Beerman opened the public hearing.

Emily Fisher, Executive Director of Youth Sports Alliance (YSA), stated the Special Service Contracts were important. She asked if her programs could fit into multiple

categories of Education and Inclusion. Council Member Joyce responded they could. Fisher stated contracts helped fund YSA's after-school programs, which according to law enforcement were important hours for youth engagement. Additionally, programs provided transportation and helped students get outside to recreate.

Bill Pidwell, YSA Board Member, thanked the Council for the Special Service Contracts which the community needed for programming. He stated the needs outweighed the available funding and he encouraged the Council to consider allocating more funds the following year. He stated it was an important funding source for YSA programs, especially in the McPolin school district to bring students together, and off of their couches and phones. Funding supported YSA's scholarship program, which broadened the reach of after-school programs.

Mayor Beerman closed the public hearing.

Council Member Gerber was in favor of focusing on three categories and the remainder of the Council was in favor of four categories. Mayor Beerman confirmed the Council was supportive of combining the Innovation and Social Equity categories and moving forward with two rounds of Special Service Contract grant cycles in 2019-2020. Council Member Joyce requested the window for submissions be extended from two weeks to three weeks. The Council agreed.

Council Member Ware Peek was excused from the remainder of the meeting.

VIII) NEW BUSINESS

1. Consideration to Continue an Ordinance Amending Lots 9, 10 and 11 of The Aerie Phase I, Located at 1312, 1324, and 1336 Aerie Drive, Park City, Utah:

Council Member Worel pointed out a typo on the address listed in the staff report.

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

Council Member Worel moved to continue an ordinance amending Lots 9, 10 and 11 of The Aerie Phase I, located at 1312, 1324, and 1336 Aerie Drive, Park City, Utah to the October 10, 2019 City Council meeting. Council Member Gerber seconded the motion.

RESULT: CONTINUED TO OCTOBER 10, 2019

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

EXCUSED: Council Member Ware Peek

2. Consideration to Approve Ordinance 2019-50, an Ordinance Approving the Third Amendment to the First Amended and Restated Nakoma Condominium Plat Located at 8782 Marsac Avenue, Nakoma Unit 17, Nakoma Condominiums, Park City, Utah:

Alexandra Ananth, Senior Planner, Jack Thomas, applicant, Neil Hunn, prospective buyer, Marshall King, Alliance Engineering, and Allison Phillips Belnap, Ballard Spahr and applicant counsel, introduced themselves. Ananth presented history and details of the application for amendment to the condominium plat. Staff had not found the lot line adjustment inconsistent with provisions of the Land Management Code or the Flagstaff Redevelopment Agreement, or the applicant responsible for historic preservation. Staff recommended approval. She explained the REDUS third party report would return in a future meeting.

Council Member Gerber asked when the third party would submit their assessment of the twenty one sites and when the Council would consider compliance matters as part of the proposed memorandum of agreement (MOA). Ananth replied they were expecting the report by the end of the month and return to Council by the end of the year. Council Member Henney noted Number Five of the Conditions of Approval for the tower in Exhibit F triggered the MOA. Council Member Gerber understood the application was separate from the concerns surrounding the MOA, but stated the issue was time sensitive due to the deterioration of historic structures.

Mark Harrington clarified it was not a trigger, but a deadline and Council could request review of the agreement at any time.

Mayor Beerman opened the public hearing. He stated input would be limited to five minutes.

Sandra Morrison, Executive Director of the Park City Museum, spoke on behalf of Park City Museum and Friends of Ski Mining History. She presented a slideshow of historic buildings and examples of locally funded projects to restore and preserve mining buildings. Morrison requested the Flagstaff Annexation and Redevelopment Agreement be enforced and stated 20 years of lack of enforcement had taken its toll on the local ski mining history. She stated the application was not in compliance and the planning commission denied it. She requested a work session be scheduled and the Flagstaff Memorandum of Agreement be reviewed before the report. Harrington responded staff was recommending they were done concurrently, but it was Council's authority to review it sooner. Mayor Beerman wished to consider the timeline when staff received the REDUS third party report.

Sanford Melville, Old Town resident, gave input on behalf of Sally Elliot. She wrote that the change seemed minor, but it was a continuation of violation of the Flagstaff Agreement.

1 Melville spoke on his own behalf and stated the agreement recognized the cultural
2 importance of mining structures. He stated the agreement created a funding mechanism
3 and over the years it was not implemented. The issue was more urgent than ever, and
4 just because nothing had been done in the past should not mean inaction going
5 forward. He stated they were not against the developers, and noted there was
6 commercial benefit to retaining mining history. He stated the City Attorney had advised
7 them to bring the policy discussion to City Council and indicated this case would set a
8 precedent. He requested a work session to assess the agreement.
9

10 Cindy Matsumoto, resident, read a letter from Sydney Reid, who commented on the
11 funding mechanism and stated it was never implemented. Matsumoto read a letter from
12 Noah Levine, which stated mining structures were a tie to the town's past. Levine was
13 an advocate for the preservation and maintenance for the existing structures. He asked
14 the developer to perform on these obligations.
15

16 Hope Melville, Old Town resident, stated the Planning Commission denied the
17 application because the Flagstaff Agreement was not addressed in the staff report. She
18 stated the developer was out of compliance with the agreement. She explained
19 inconsistencies and vague assertions in the staff report. She felt the advice in the staff
20 report should be flushed out and she was unclear why there was a rush ahead. She
21 added that historic mine structures were a Council policy discussion per Harrington. She
22 told the Council they had the authority to direct staff to preserve the structures.
23

24 Patricia Pond, resident, stated she came to Park City and fell in love because of the
25 history and historic structures. She was an active member of the Ski Mining History
26 group. She stated time was the enemy and the committee could not keep up. They
27 needed help and the Flagstaff agreement was instated for that purpose.
28

29 Randy Scott, resident, agreed with the points previously stated. He stated it was
30 important to hold developers accountable and develop a path forward where they would
31 be accountable. He asked that the City commit to a strategic work session to work
32 through the issue.
33

34 Jack Thomas, applicant, stated the project began thirteen years ago and there were no
35 historic structures on the property. He provided examples of his personal and
36 professional commitment to historic preservation. He felt he was being held hostage for
37 an agreement that had not been upheld for twenty years. He felt the issue should be
38 resolved, but he did not have the resources or ability to rehab the buildings, and they
39 were not located on the property.
40

41 Mayor Beerman closed the public hearing.
42

Council Member Henney agreed with everything stated during the public hearing. He looked forward to resolving the issue.

Council Member Worel asked if the extra foot could be eliminated. Phillips Belnap clarified that the plat couldn't change - but the building footprint could. Council Member Worel wished for teeth to be added to the agreement. Council Member Worel looked forward to a work session. She felt it was unfair to hold the project hostage before a policy was put in place.

Council Member Gerber wished to set a date in October to have the work session. She agreed with Council Member Worel regarding the policy and this specific project.

Council Member Joyce stated policy discussion was separate from legal discussions. He stated there was no legal backing to deny the application. Council Member Joyce took responsibility for the City's lack of enforcement over twenty years. He wished to separate a legal discussion and policy discussion.

Council Member Henney agreed that it would not be fair to consider the application as part of the greater policy discussion. He clarified the public's ask for the Council to enforce the Flagstaff Agreement instead of the MOA. He stated the Council's practice in past years was to follow the MOA so a policy discussion would potentially alter how Council considered these issues.

King stated square footage could be adjusted, but clarified the reduced square foot would not be open space and a condition of the original plat stated buildings had to be condominiumized. He stated the new recorded plat would replace the old one.

Mayor Beerman restated the Council's appreciation for the reminder to prioritize historic preservation and requested a work session discussion of the MOA, site assessment and policy discussion by no later than November 7. Bruce Erickson, Planning Director, noted Planning staff would meet with Friends of Mining History and Museum prior to that discussion.

Council Member Joyce moved to approve Ordinance 2019-50, an Ordinance Approving the Third Amendment to the First Amended and Restated Nakoma Condominium Plat located at 8782 Marsac Avenue, Nakoma Unit 17, Nakoma Condominiums, Park City, Utah. Council Member Worel seconded the motion.

RESULT: APPROVED

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

EXCUSED: Council Member Ware Peek

Council Member Gerber moved to close the meeting to discuss personnel at 9:25 p.m.
Council Member Worel seconded the motion.

RESULT: APPROVED

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

EXCUSED: Council Member Ware Peek

CLOSED SESSION

Council Member Joyce moved to adjourn from Closed Meeting at 9:45 p.m. Council
Member Worel seconded the motion.

RESULT: APPROVED

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

EXCUSED: Council Member Ware Peek

IX) ADJOURNMENT

With no further business, the meeting was adjourned.

Minda Stockdale, Deputy City Recorder



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

October 4, 2019

The Council of Park City, Summit County, Utah, met in open meeting on October 4, 2019, at 12:00 p.m. in the City Council Chambers.

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Becca Gerber Council Member Tim Henney Council Member Nann Worel Margaret Plane, Special Counsel Michelle Kellogg, City Recorder	Present
Council Member Steve Joyce Council Member Lynn Ware Peek	Excused

Mayor Beerman opened the meeting for public input on matters not being addressed on the agenda. No comments were given. Mayor Beerman closed the public input portion of the meeting.

II) NEW BUSINESS

1. Consideration to Authorize the Mayor to Terminate the 2013 Employment Agreement with the current City Manager:

Brooke Watters, HR Manager, sought approval to authorize the mayor to terminate the 2013 employment agreement with the current City Manager.

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

Council Member Henney moved to terminate the 2013 City Manager Employment Agreement without cause. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

EXCUSED: Council Members Joyce and Ware Peek

Mayor Beerman noted he spoke with Council Members Ware Peek and Joyce and they were both supportive of the action.

III) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: October 22, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Resolution

Agenda Section:

Subject:

Request to Approve Resolution 21-2019, a Resolution Declaring November 1, 2019 as "Extra Mile Day" in Park City, Utah

Suggested Action:

Attachments:

[Extra Mile Day Staff Report](#)

[Extra Mile Day Resolution](#)

City Council Staff Report



Subject: Resolution – Extra Mile Day
Author: Michelle Kellogg
Department: Executive
Date: October 22, 2019
Type of Item: Administrative

Summary Recommendation

Approve the Resolution proclaiming November 1, 2019 as Extra Mile Day in Park City.

Executive Summary

Extra Mile America is an organization made up of 100% volunteers that are committed to reminding individuals and organizations that creating positive change is not just a water cooler topic; it is being active in going the extra mile. This organization casts a bright light on the “*Extra Mile Heroes*” and change-makers who surround us and who continue to give their best. Extra Mile cities can be found at www.ExtraMileAmerica.org.

The Opportunity

To approve a resolution that supports individuals and organizations who are dedicated to “going the extra mile” in volunteerism and service.

Background

- The idea for Extra Mile Day started in 2009 when Shawn Anderson created the Extra Mile America Tour, a cross country bicycle tour and inspirational outreach event.
- Extra Mile Day has grown from 23 participating cities in its inaugural year to 550+ cities this year.
- Park City has been an “Extra Mile City” for the last seven years.

Alternatives for City Council to Consider

1. Recommended Alternative: Approve the resolution

Pros

- a. Individuals and organizations in the Park City community who “go the extra mile” will feel the appreciation and support of City Council.

2. Null Alternative: Do not approve the Resolution

Cons

- a. Park City will not be numbered with the cities that support Extra Mile Day.

Department Review

Executive, Legal

Funding Source

There is no membership fee or other commitments associated with this resolution.



Resolution No: 21-2019

RESOLUTION DECLARING NOVEMBER 1, 2019 AS "EXTRA MILE DAY" IN PARK CITY, UTAH

WHEREAS, Park City, Utah is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism, and service; and

WHEREAS, Park City, Utah is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Park City, Utah is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and

WHEREAS, Park City, Utah acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support **"Extra Mile Day" on November 1, 2019.**

NOW THEREFORE, the Mayor and City Council of Park City, Utah do hereby proclaim November 1, 2019 to be Extra Mile Day. We urge each individual in the community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

PASSED AND ADOPTED this 22nd day of October, 2019.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Margaret Plane, Special Counsel

Council Agenda Item Report

Meeting Date: October 22, 2019

Submitted by: Holly Lopez

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute an Amendment which would Extend to October 31, 2020 the terms of: 1) The October 8, 1991 Water Supply Agreement between Salt Lake City Corporation and Park City Municipal Corporation; and 2) the March 2, 2016 Amendment to the 1991 Agreement as Amended

Suggested Action:

Attachments:

[Water Agreement Amendment Staff Report](#)

[Attachment A: 2019 Amendment to Water Supply Agreement](#)

[Attachment B: 2017 Spiro Tunnel Water Agreement](#)

City Council Staff Report

Subject: Amendment to Water Supply Agreement between Salt Lake City and Park City
Author: Clint McAfee
Department: Public Utilities
Date: October 22, 2019
Type of Item: Administrative

Recommendation

Staff recommends Council authorize the City Manager to execute an amendment which would extend to October 31, 2020 the terms of: 1) the October 8, 1991 Water Supply Agreement between Salt Lake City Corporation and Park City Municipal Corporation; and 2) the March 2, 2016 amendment to the 1991 agreement as amended in the attached agreement. See Attachment A.

Background

PCMC currently leases 1,000 acre feet from SLC's 36% portion of water originating from above the 6,600 foot point in the Spiro Tunnel between May 1st and October 31st of each year. The lease agreement was executed on October 8, 1991 and carried an initial twenty-five (25) year term with the option to renew for successive five (5) year periods upon written agreement. On March 2, 2016, PCMC and SLC amended the 1991 agreement to extend the agreement one year while also enlarging the period of use to year-round. The intent of the amendment was to allow staff an additional year to continue exploring the possibility of a long-term year-round use agreement. Extending this lease for a long term period is complicated by multi party ownership of water from the Spiro Tunnel. Staff and Salt Lake City continue the desire and effort to pursue a long term lease agreement and for the near term a one year extension is needed. A similar amendment extending the term of the 1991 agreement was executed in 2017, and 2018. The Amendment currently before Council would be the fourth amendment to the 1991 agreement and will again allow staff to continue exploring the possibility of a long-term year-round use agreement.

The extension of this agreement to October 2020 will automatically extend for one year the 2017 Spiro Tunnel Water Agreement, whereby Park City supplies snowmaking water to Vail. See Attachment B.

Funding

Costs associated with the water diverted will be passed onto the user of the water. The cost of preparing and executing the addendum is included in the current water operations budget.

Attachments

- A 2019 Amendment to Water Supply Agreement
- B 2017 Spiro Tunnel Water Agreement

2019 Amendment to Water Supply Agreement

This 2019 Amendment to Water Supply Agreement is made and entered into on the ____ day of _____, 2019, by and between Salt Lake City Corporation, a municipal corporation of the State of Utah, (the “**City**”) and Park City Water Service District, a special service district organized and existing pursuant to the provisions of Utah Code Annotated §17A-2-1301 *et seq.*, 1953, as amended, (the “**District**”). The City and the District are hereinafter sometimes referred to as a **Party** and collectively as the **Parties**.

WHEREAS, the City and Park City Municipal Corporation entered into a Water Supply Agreement on October 8, 1991, (hereinafter the “Agreement”), which provided for the City to make available to Park City Municipal Corporation of a portion of Spiro Tunnel Water from May 1 and October 31 of each year, provided that such water was surplus to the City’s needs; and

WHEREAS, Park City Municipal Corporation has assigned all of its rights, interests and obligations under the Agreement to the District; and

WHEREFORE, the Agreement has been amended on several occasions, including an Amendment dated March 2, 2016, to extend the term of the Agreement and make available to the District the City’s Spiro Tunnel Winter Water; and

WHEREAS, the City and the District now desire to extend the term of the Agreement, as amended, without changing the other terms of the Agreement;

NOW, THEREFORE, in consideration of the premises, the Parties agree to amend the Agreement and the March 2, 2016 Amendment as follows:

1. Paragraph 3 of the March 2, 2016 Amendment is hereby deleted in its entirety and amended to state:

Term. The term of the Agreement shall take effect upon recordation of it by the Salt Lake City Recorder, and shall end on October 31, 2020; provided, however, that the term may be extended upon the written consent of both Parties.

2. Except as provided in this 2019 Amendment, the Agreement, as amended, shall continue in full force and effect in accordance with their terms.

3. Representation Regarding Ethical Standards for Salt Lake City Officers and Employees and Former Salt Lake City Officers and Employees. The District represents that it has not (1) provided an illegal gift or payoff to an Salt Lake City officer or employee or former Salt Lake City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, an Salt Lake City officer or employee or former Salt Lake City officer or employee to breach any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

IN WITNESS WHEREOF, the Parties have caused this 2018 Amendment to Water Supply Agreement to be executed as of the day and year first above written.

PARK CITY WATER SERVICE DISTRICT

Andy Beerman, Chair

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Thomas A. Daley, Sr., Deputy City Attorney

SALT LAKE CITY CORPORATION

Laura Briefer, Director
Salt Lake City Department of Public Utilities

Attest:

Salt Lake City Recorder
Approved as to form:

E. Russell Vetter, Deputy City Attorney

SPIRO TUNNEL WATER AGREEMENT

This Agreement dated October 12, 2017, is between the Park City Water Service District (the “District”) and VR CPC Holdings, Inc., a Delaware corporation, d/b/a Park City Resort (“VR”).

RECITALS

A. By Amendment to Water Supply Agreement dated October 12, 2017 (“Amendment”), between the Salt Lake City Corporation (the “City”) and Park City Water Service District (the “District”), the City has agreed to make available to the District from November 1, 2017 through April 30, 2018 the “Available City Spiro Tunnel Winter Water” as that term is defined in the Amendment.

B. The term of the Amendment extends until October 31, 2018, unless terminated or extended pursuant to the terms of the Amendment.

C. The price for the quantity of the City Spiro Tunnel Winter Water that is used is 55% of the current “Metropolitan Water Rate,” payable on a monthly basis. The current Metropolitan Water Rate is \$331.80 per acre foot, and 55% of the Metropolitan Water Rate is \$182.49 per acre foot.

D. The Amendment provides that the Available City Spiro Tunnel Winter Water may be used for snowmaking, and that 80% to 85% of that water will return to the surface streams in the form of snow melt runoff (the “snowmaking return flows”).

E. The Amendment further provides that the District shall be entitled to such snowmaking return flows to the extent it files, at the District’s expense, an application with the Utah Division of Water Rights seeking credit for the snowmaking return flows, and such application is granted.

F. VR operates the Park City Resort and owns the unencumbered right to 34% of the waters flowing through and from the Spiro Tunnel beyond the first 6600 feet (“VR’s Spiro Tunnel water”).

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The District agrees to make available to VR for use at the Park City Resort any portion of the Available City Spiro Tunnel Winter Water that VR desires to use during the term of the Amendment.

2. The price for the amount of the City Spiro Tunnel Winter Water used by VR at the Park City Resort shall be the same price set forth in the Amendment. No additional fee shall be charged by the District for such water.

3. The point of delivery of the Available City Spiro Tunnel Winter Water to VR shall be at the District's golf course ponds below the portal of the Spiro Tunnel (the "Point of Delivery"). VR shall measure the total amount of water diverted at the Point of Delivery and used for snowmaking at the Park City Resort and furnish such information to the District at the end of each month during the snowmaking season.

4. For purposes of this Agreement, the Available City Spiro Tunnel Winter Water used by VR shall be 36% of the total amount of water diverted at the Point of Delivery and used for snowmaking at the Park City Area of the Park City Resort. VR shall make payment to the District for the amount of Available City Spiro Tunnel Winter Water that VR uses within 30 days of providing the District the monthly information on the amount of water it diverted and used for snowmaking pursuant to paragraph 3 above. VR does not intend to use any of the Available City Spiro Tunnel Winter Water in the Canyons area of Park City Resort.

5. Any information or payment required to be given to the parties hereunder shall be sufficiently given when sent by registered or certified mail addressed or made by hand delivery to:

The District:

Park City Water Service District
Attention: Public Utilities Director
1050 Ironhorse Drive
P.O. Box 1480
Park City, Utah 84060

VR:

VR CPC Holdings, Inc.
Attention: Senior Vice President and Chief Operating Officer
390 Interlocken Crescent
Broomfield, Colorado 80021

With a copy to:

Vail Resorts Management Company
Attention: Legal Department
390 Interlocken Crescent
Broomfield, CO 80021
LegalNotices@vailresorts.com

7. VR shall cooperate with the District in the District's application with the Utah Division of Water Rights seeking credit for the snowmaking return flows resulting from the Available City Spiro Tunnel Winter Water used for snowmaking at the Park City Resort, and provide such information regarding the snowmaking use of water as may be required in connection with such application.

8. This Agreement shall be subject to the terms of the Amendment.

Executed as of the date first set forth above.

Attest:


Park City City Recorder



PARK CITY WATER SERVICE DISTRICT

By:


Chairman

VR CPC Holdings, Inc., a Delaware corporation,
d/b/a Park City Resort

By:


Senior Vice President

Council Agenda Item Report

Meeting Date: October 22, 2019

Submitted by: Christopher Phinney

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

2019 Park Silly Sunday Market Debrief

(A) Public Input

Suggested Action:

Attachments:

[2019 PSSM End of Season Review Staff Report](#)

[Exhibit A: PSSM End of Season Measures of Success](#)

[Exhibit B: 2019 PSSM End of Season Analysis](#)

[Exhibit C: Park Silly Sunday Market Background](#)

City Council Staff Report

Subject: 2019 Park Silly Sunday Market End of Season Review
Author: Chris Phinney, Special Event and Facilities Coordinator
Department: Special Events, Sustainability
Date: October 22, 2019
Type of Item: Administrative

Recommendation

Staff recommends that the Park City Council affirm staff findings that the Park Silly Sunday Market operated consistently with their City Services Agreement and has satisfactorily completed the Measures of Success for the 2019 contract year. Staff also recommends Council approve dates for the 2020 Park Silly Sunday Market season as according to section B.2.1 of the City Services Agreement.

Background

A complete background regarding the Park City Silly Sunday Market can be found in Exhibit C.

Analysis

Based on the End of Season Measures of Success and Analysis of 2019 PSSM Season, (Exhibit A), staff finds PSSM has been operating consistently with the [City Service Agreement](#). There is one more year of the current City Service Agreement (year of 2020), with an option to renew for an additional 2 years, provided both parties execute written notice of consent to renew by March 1, 2020. This report is focused on a debrief of the 2019 season. Discussion about renewal will come back in a subsequent council meeting.

During the 2019 PSSM operations, staff received very few complaints from residents, staff or businesses regarding the event. Any time a grievance was received by staff or PSSM, the complaint was brought to the attention of PSSM immediately and the challenge was addressed. PSSM continues to be willing and successful in addressing individual challenges brought to their attention.

Staff would like to highlight Park Silly Market's community work this summer:

- Sustainability – PSSM continues to lead the example as far as sustainability initiatives at the market. Exhibit B outlines Sustainability measures.
- Transportation – Peak Day Shuttle Service, Bike Valet, Free Parking at School District Lots (details in Exhibit A & B)
 - This was successful even during the pedestrian underpass construction on 248
- Community Solutions – Park Silly Sunday Market was instrumental in the success of the 2019 Summer Event Season, including 4th of July, Miner's Day and Bollard Installation.

Lastly, Staff recommends approval of PSSM date request for 2020 (14 Sundays, June 7 to September 27 with no PSSM on August 2, 9, and 16 as per B.2.1 of

the Special Service Contract:

- June 7, 14, 21, 28;
- July 5, 12, 19, 26;
- August 23, 30;
- September 6, 13, 20, 27

Funding

Total final City Service Fees for 2019 are \$80,532. As per section C.6.2-(a) of the City Services Agreement, the City will waive \$75,500 (\$60,500 plus an additional \$15,000 in green efforts). The City has also entered into a clear agreement with PSSM regarding bollard installation which provides that the City shall reimburse \$550 per market (\$7,700 total) for perimeter safety bollard installation, resulting in a credit of \$2,718. The City will pay PSSM \$2,718 which has been budgeted for in Department Budgets. Detail found in Exhibit A.

Attachments

Exhibit A	2019 End of Season Measures of Success
Exhibit B	2019 PSSM Event Analysis
Exhibit C	Background

Park Silly Sunday Market – 2019 Mid-Season Review Measures of Success		Legend S – Succeeding in meeting Contracted I - In progress / Meeting Requirements U – Unsatisfactory - Not meeting
Requirements		
Vendor Mix		
Importers (allowed per week maximum) i. 2019- 6	Notes: Requirements are currently being met. Three of the first Seven markets have had fewer than 6 importers	S
Jewelers (allowed per week maximum) i. 2019- 12	Notes: Requirements are currently being met	S
On-site Food Vendors & Snack food Vendors (per week maximum) i. 2019 - 12	Notes: Requirements are currently being met. At all markets Food Vendors have been at 12 food vendors to date	S
PSSM will invite two (2) HPCA representatives in the jurying of jewelry vendors.	Notes: Requirement was met by PSSM. HPCA Liaisons were invited, however none were available to attend.	S
PSSM will coordinate three (3) market walkthroughs with the HPCA and PCMC to identify possible conflicts and/or issues with vendor mix.	Notes: - Sunday, June 24; 11:00 a.m. Walk-through, Main Street – Council and HPCA liaisons were in attendance. - Sunday, July 28; 1:00 p.m. Meet at Transit Center - Sunday, August 25; 11:00 a.m. Walk-through, Main Street	S
PSSM will provide to the City a list of vendor classification definitions along with preference criteria for vendor mix.	Notes: Requirements have been provided and met.	S
Parking / Traffic / Pedestrian Management		
Create event parking plan i. Identify vendor vehicle with license plate identification. ii. Identify public parking locations both in Old Town/Main Street along with alternative parking areas. iii. Identify locations where parking will be removed to provide space for event and mitigate impacts of event iv. Continue increased communication between departments and PSSM to encourage parking of vendors in suggested vendor locations.	Notes: PSSM continues to work with Staff & private parking garages to park vendors in appropriate areas. A resident parking area has been established and is being enforced along the west side of Park Ave. from 9 th to 13 th Street. Parking Enforcement continues to communicate with the residents to resolve parking concerns during the Park Silly Sunday Market.	S
Work with Special Events and Transit to get out alternate transportation messaging out with: i. Co- messaging with PC Transit Dept. ii. PSSM will create and implement different methods of informing the public (PSA's, print ads) iii. Create and implement a program encouraging non-motorized forms of transportation to the market. ix. Addition of Shuttle Service on expected heavy attendance day – July 7 and Sept 1	Notes: Meeting requirements; PSSMs print, online and radio advertising includes directions for participants to take alternate transportation to the event. Including City transit, bikes or walking to attend.	I
Submit sign Plan to Staff at the time of Supplemental Plan containing the following: i. Locations ii. Size & Type iii. Message iv. Placement and removal times	Notes: Requirements are currently being met	S
Work with City to create a pedestrian management plan that addresses the crossings of Heber/Main and Swede Alley	Notes: Requirements are currently being met - Intersection is currently manageable and requires no additional resources.	S

Exhibit A – PSSM Measures of Success End of Season 2019

	Staff has proactively taken parking off of Heber Ave during Market hours as well as added dedicated shuttle drop and load areas to help Transit and Transportation needs move more smoothly through this area. Additional bike barricade has been added to the intersection of Heber Ave and Main Street to aid pedestrians with finding the sidewalks and staying out of the middle of the intersection.	
Market Set-Up and Inspections		
a. Weekly notification to staff of footprint or operational changes	Notes: Staff is working with PSSM to ensure that requirements are met.	S
b. Location of interior sponsor signs	Notes: Requirements are currently being met	S
Street Cleaning and Trash Removal		
a. Pre-Meet with City's Street Department to create a street cleaning and trash removal plan	Notes: Requirements are currently being met	S
b. Meet with Street Department two (2) additional times throughout summer to address any issues with plan.	Notes: Will meet during the 2019 Market Season. PSSM and Staff continued to have weekly meetings to address and resolve any issues that arose from the market. Streets communications took place in these meetings.	S
Coordination with PCMC and HPCA		
a. PSSM will schedule monthly "Working Group" meetings from June through September	Notes: - Sunday, June 23; 11:00 a.m. Walk-through, Main Street – Council and HPCA liaisons were in attendance. - Sunday, July 28; 1:00 p.m. Meet at Transit Center - Sunday, August 25; 11:00 a.m. Walk-through, Main Street	S
b. PSSM will schedule four (4) market walkthroughs with the "Working Group" within the season.	Notes: PSSM has set dates for the 2019 Working Group.	S
c. PSSM will schedule a weekly market walk through with City representatives	Notes: PSSM and the City have scheduled the weekly meetings.	S
d. PSSM will supply the City Representatives with weekly report containing the following i. Estimated attendance ii. Zero Waste statistics iii. Breakdown of number of vendors and types iv. Provide a list of other sustainable efforts throughout the event. v. PSSM to participate in and provide a list of City functions related to Green Event management that they participate in, as well as, a list of non- profits who they provide sustainable mitigation efforts for. vi. PSSM to present a year over year a comparison for sustainable effort comparison in coordination with the City during annual end of season review.	Notes: Requirements are currently being met . Estimated Total attendance for 2019 season: 178,620 As compared to 2018 – 193,769 2017 – 177,978 Highest attended market was July 7 th (weekend following 4 th of July) – 22,613. The markets held before and after the 4 th continue to average the highest attendance. Average attendance in 2019 for 14 markets was 12,759 per market. As compared to: 2018 Season Average attendance 13, 840 per market. 2017 Season Average attendance 12,713 per market. PSSM Maintained a 74% Diversion Rate. A total of 27,808 total lbs of commingled recycling, compost and glass were diverted from landfill. - 13,952 lbs of Commingled Recycling -3,547 lbs of Glass -10,309 lbs of Compost -11,478 lbs to the Landfill As compared to: 26,617 lbs diverted from landfill in 2018 29,084 lbs diverted from landfill in 2017 -1,418 Bikes were parked at the Bike Valet as compared	I

Exhibit A – PSSM Measures of Success End of Season 2019

	to: 2018 – 1,650 2017 – 1,868 The decrease in this number from year to year may be due to the increased transportation alternatives including offsite parking, coupled with paid parking, bike share program, etc. PSSM exceeded Sustainability Standards by continuing to remind vendors and patrons to bring their own bags to the market to reduce plastic bag use and providing water fill stations throughout the market. The event diversion rate fluctuates throughout the season; PSSM met their zero waste goals due to the addition of biodegradable serving materials used by the vendors. These materials added to the landfill numbers; however the use of these products will decompose naturally. Additionally, PSSM provided recycling services for events such as Miners Day, Tour of Utah, and 4th of July. Lastly, PSSM provided the City with vendor booth for 6 markets to promote City programs and services such as Transit, Library, Recreation and Ice.	
e. PSSM will supply the City Representatives with an ongoing list of vendor and staff license plates: i. Prior to the start of the June 2 Market. ii. At any time they add license plates to the market throughout the 2019 season. iii. License plate lists should be provided to the City Representative no later than 10:00 a.m. each Sunday.	Notes: Requirements are currently being met.	S
Marketing and PR		
a. HPCA logo on all advertisements & promotions	Notes: Requirements currently being met.	S
b. Engage in cross promotions with Chamber, HPCA, Park City Restaurant association	Notes: Requirements currently being met.	S
c. Media – The HPCA logo and sponsorship credits will be provided in all media placement that the PSSM currently employs, including but not limited to: I. Print ads II. Ads, links or info listings on Utah tourism, business and special internet websites; III. Periodic television coverage; IV. Radio PSAs and promotions; V. Website spots, summer guides, fairs, non-profit organization calendar listings; VI. Email blasts; and VII. Social media, 'if applicable'	Notes: Requirements currently being met.	S
Other Items:		
Quantify Marketing & PR Value	Notes: Requirements Met	S
PSSM shall present an annual preceding market season. This report will contain the following: i. Estimated attendance ii. Zero Waste statistics iii. Breakdown of number of vendors and types iv. List of non-profit groups attending the market v. Advertising information etc. vi. Transportation and parking counts – to be coordinated with PCMC Transportation Services Department	Notes: Requirements were met. See above for Sustainability Statistics. Total Vendors for 2019 were 2,245 vendors. 1,233 - Artists 178 - Designer 102 - Farmer 233- Gourmet 68 - Importer 157 - Jeweler 165 - On-Site/Snack Foods 69 - Service Vendor 40 -Youth Vendors The 2019 PSSM FREE Booth totals: 51-Non Profit Groups,	I

Exhibit A – PSSM Measures of Success End of Season 2019

	114-Farmers, 14-Park City Professional Artist , 14-Historic Main Street Merchants 22% of vendors are from Summit County (82% of those are from Park City), 72% are from Utah and the market averages 6% of vendors from out of state. See below for Transportation Information.	
--	--	--

There are a few items that that staff would like to inform Council on outside of the measures as written:

1. Noise Ordinance
 - a. Public Safety has monitored the PSSM stages and found that all noise ordinance requirements are being met.
 - b. Noise meter readings were taken at the markets and averaged 82 dBs.
2. Staff has proactively taken parking off of Heber Ave during Market hours as well as added dedicated shuttle drop and load areas to help Transit and Transportation needs move more smoothly through this area. Additional bike barricade has been added to the intersection of Heber Ave and Main Street to aid pedestrians with finding the sidewalks and staying out of the middle of the intersection.

3. City Service Fees & Municipal Funds

2019 End of Season fees are \$79,782. End of Season fee waivers for 2018 were \$79,302.

Total final City Service Fees for 2019 are \$80,532. As per section C.6.2-(a) of the City Services Agreement, the City will waive \$60,500 plus an additional \$15,000 in green efforts. The City has also entered into a clear agreement with PSSM regarding bollard installation which provides that the City shall reimburse \$550 per 14 markets for perimeter safety bollard installation, resulting in a credit of \$2,718. The City anticipates paying PSSM \$2,718, which has been budgeted for in Department Budgets.

A summary of City Service Fees is listed in the chart below.

Departments	Items	End of Season Actual 2018	End of Season Actual 2019
Parking Department	Parking spaces for 14 days	\$ 22,050	\$ 22,050
Police Department	532 Hours	\$ 39,900	\$ 40,650
Transit Department	15 Hours	\$ 2,250	\$ 2,250

Exhibit A – PSSM Measures of Success End of Season 2019

Parks Department	Banner installation	\$ 648	\$ 648
Building Department	Inspections and permits	\$ 8,649	\$ 8,694
Special Event Application Fee	Annual Permit Fee	\$ 160	\$ 640
VMS Signs & Barricades	2 VMS/ Electronic Signs	\$ 5,600	\$ 5,600
Total Fees		\$ 79,302	\$ 80,532
Total Fees Waived		\$75,500	\$75,500
Bollard Agreement			\$7,700
Total Pd to PSSM			\$2,718

4. Event Coordination

A summary of events that occur on the same day as Park Silly Sunday Market 2019 Season is below. According to section [4A-2-5](#) of the municipal code, staff finds that these events will not duly interfere with each other. Staff will continue to work with organizers of both PSSM and the events as outlined below to ensure traffic and transportation plans run smoothly, as well as, that the organizer of each event is mitigating impacts they cause.

DATE	EVENT	A – Geographic Separation	B - Proposed Time & Duration	C – Anticipated Attendance
June 16	Park City Red Wolves Game	Dosier Field	8am – 8pm	400-500
July 21	Triple Crown	Quinn’s Sports Complex, Park City School District Fields, City Park	8am – 8pm	
August 25	Walk A Mile In Her Shoes	City Park	8 a.m. to noon	250

Exhibit A – PSSM Measures of Success End of Season 2019

September 15	Autumn Aloft	Main Street, N40	7 a.m. to noon	2,500
September 15	Tour De Suds	City Park	9 a.m. to noon	400

Event Days and Attendance Counts:

PSSM operated 14 markets on Sundays from June 2 through September 22 from 10:00 a.m. to 5:00 p.m. The average attendance averaged 12,889 per week and a total attendance was 180,448 in 2019. This is as compared to 2018 average attendance of 13,840 per market, and a total attendance of 193,769.

The Market was not held on the following dates:

- August 4, 2019: in accordance with section B.2.1.A in order to accommodate the Annual Park City Kimball Arts Festival.
- August 11, 2019: in accordance with section B.2.1.C. No Market Day.
- August 18, 2019: in accordance with section B.2.1.B in the Park Silly Sunday Market Service Agreement in order to accommodate the Tour of Utah

Parking Rates

- The parking rate of market Sundays was approved on May 2 as \$5 per hour with a daily maximum of \$18 from 10:00 a.m. until 5:00 p.m. with the first hour free in China Bridge. It is important to note that parking rates in combination with Transportation alternatives such as bike, bus, walk and carpool are important part of the parking system.

Parking Usage

China Bridge and the surface lots on Park Silly Sundays were full 9 of the 14 Markets.

Residential Parking

- Staff receives some concerns from Old Town residents about Park Ave residents about non-resident and shuttle/delivery vehicles driving through the residential zones during PSSM. Parking Services and Special Events have placed residential parking/no through traffic signs in the old town neighborhoods as well as at the top of Swede Alley.
- Additionally, the Special Events Department met with the Transportation Planning team (Transportation Planning, Police, Parking Services, Streets, Transit and Public Works) weekly to proactively address concerns and coordinate to address challenges quickly.

Transportation Mitigation:

- PSSM continues to host a bike valet located in close proximity to the event, as well as, has continued to secure and pay for supplemental free parking at the School District to offset the demand for parking in Old Town.
Exhibit C - 2018 PSSM End of Season Summary
- Parking Signage was moved from the Eccles Lot to the Treasure Mountain Junior High lot for parking to accommodate the construction project on 248. Although the construction caused travel delays the school district lots were still well used.
- PSSM contracted with Protrans to supplement the City's transit on July 7th, the (3) three shuttles carried a total of 470 people

Proactive Noise Monitoring

- Staff has monitored and taken base readings at the PSSM stage and found that all noise ordinance requirements are being met to date in accordance with the noise exemption that has been granted to PSSM.
- One noise complaint was received during the 2019 PSSM season. Police responded per Park City Municipal Code 6.6. The noise reading from the complainant's home was within the noise exemption; however the amplified music was lowered.
- Public Safety has monitored the PSSM stages and found that all noise ordinance requirements are being met.
- Noise meter readings were taken at the markets and averaged 82 dBs, which are below the approved level of 90 dBs.

Working Group

- Sunday, June 23; 11:00 a.m. Walk-through, Main Street
 - During this walk through Council Liaisons Peek and Worel were in attendance with PSSM staff, City Staff and HPCA Liaisons Spangenberg and Barille were in attendance. The group looked at the market and discussed vendor mix and market attendance and activity above 5th Street.
- Sunday, July 28; 1:00 p.m.
 - During this walk through Council Liaisons Peek and HPCA Executive Director Michael Barille were in attendance with PSSM staff and City Staff. The group discussed activity above 5th street, parking rates, restructure of monthly meeting and vendor mix.
- Sunday, August 25; 11:00 a.m.
 - During this walk through Council Liaisons Peek, Worel and were in attendance with PSSM staff and City Staff. HPCA was unable to attend. The group discussed activity above 5th street, monthly meeting and vendor mix.

Staff continues to coordinate with PSSM and HPCA regarding the purposed of Working Group and next steps. Additionally, HPCA is looking at ways to activate Main Street above Heber Ave. HPCA had one week of a Special Event (Pop Up on Main) where they placed acoustic musicians, magicians and kids activities along Main Street. After one week, the HPCA stopped the event and will plan other activities for the 2020 season. HPCA is working on these next steps and will continue to coordinate with staff as we look towards planning for the 2020 Market. Staff will report on progress made here at the 2020 supplemental plan review which is estimated for spring of 2020.

Vendor Mix

PSSM regulates the vendor mix to mitigate for potential of adverse impacts to brick and mortar Main Street businesses. The Market complied as outlined in the requirements of the City Services Agreement, no more than twelve (12) on site food vendors; twelve (12) jewelers or six (6) importers at each market.

Community Engagement Outreach

Staff and PSSM continue to work in conjunction to notify Old Town residents and the general public of the market activities as well as parking and transportation changes, including door-to-door notices to Old town residents along Park Ave and the Main Street Merchants.

Sustainability Efforts & Zero Waste Statistics

PSSM exceeded Sustainability Standards by:

- Continuing to remind vendors and patrons to bring their own bags to the market to reduce plastic bag use;
- Providing water fill stations throughout the market. The event diversion rate fluctuates throughout the season;
- PSSM met there zero waste goals due the addition of biodegradable serving materials used by the vendors. These materials added to the landfill numbers; however the use of these products will decompose naturally;
- Additionally, PSSM provided recycling services for events such as Miners Day, Tour of Utah, and 4th of July. Lastly, PSSM provided the City with vendor booth for 6 markets to promote City programs and services such as Transit, Library, Recreation and Ice.

Total Amount of Zero Waste statistics for the 2019 Season are below:

- Commingled Recycling – 13,952 pounds
- Compost – 10,309 pounds
- Landfill – 11,478 pounds
- Glass – 4,547 pounds
- Average Diversion Rate – 74 %

Exhibit C Park Silly Sunday Market Background

Date:	Item:
April 27, 2017	Park Silly Sunday Market Supplemental Plan & Approval Staff Report – page 164/ Minutes - page 10 - 11
June 15, 2017	Addendum to PSSM Supplemental Plan – Transportation Mitigation – page 164 / Minutes page 5 & 6
August 3, 2017	Park Silly Sunday Market Mid Season Review
August 31, 2017	Addendum to PSSM Supplemental Plan – Pilot Paid Parking , page 200 / Minutes page 13 - 15
September 14, 2017	Park Silly Sunday Market Contract Approval page 202 / Minutes page 12
November 9, 2017	PSSM 2017 End of the Season Review /Minutes – Page 4 & 5
May 3, 2018	Park Silly Sunday Market Supplemental Plan / Minutes
August 2, 2018	Park Silly Sunday Market Mid-Season Review – staff communication
November 15, 2018	Park Silly Sunday Market 2018 Debrief / Minutes
May 2, 2019	2019 Park Silly Sunday Market Supplemental Plan Approval
August 1, 2019	Park Silly Sunday Market Mid-Season Review / Minutes

On March 11, 2014 PCMC and PSSM entered into a three year City Service Agreement. The goals of the agreement were to reduce the negative impacts of the market, and provide a means for all stakeholders to provide feedback in an effort to reach the goals of all parties involved. As part of the City Service Contract, PSSM must present a complete an end of season review to City Council by November 15th of each contract year. PSSM continues to be compliant with the requirements of the contract. In 2013, City Council approved a [three year contract](#) which included the following changes to previous contracts for the Park Silly Sunday Market:

- 3-year contract that renewed each year based on PSSM being in compliance with the 'Measures for Success.
- Cash contributions from the City to the market were reduced by \$5,000 on an annual basis. The cash contribution from the City went from \$50,000 in 2014 to \$45,000 in 2015 and to \$40,000 in 2016.
- There will not be any expansion of the Market's footprint.
- Includes definitions on different vendor categories.

On November 10, 2016, City Council approved a [one year extension to the PSSM City Service Contract](#) that included the terms below. This is the contract that the end of season review for 2017 will focus on:

- 1 year contract with no automatic renewal.

- PCMC waives the City Service Fees estimated at \$77,000 for 2017.
- PCMC will make a cash payment of \$20,000 to PSSM.
- PSSM will operate 14 markets on Sundays from June 4, 2017 through September 17, 2017. No market would be held on Sundays, August 6 (for the Arts Festival) or on Sunday, August 13.
- All other terms from the previous contract would remain the same, including:
 - Use areas;
 - City Council Check-ins; and
 - Performance Measures.

On September 14, 2017, City Council approved a [new three year City Service contract](#) with PSSM. Terms of the contract included:

- 3 year contract, ending after the 2020 season. The contract can be extended for two years (2021 and 2022) with written notice by March 1, 2020 (not auto renewal).
- Fees waived for equivalent of 11 markets estimated at \$60,000. PSSM to pay for additional City Service Fees for 3 markets estimated at \$16,500. City would waive an additional \$15,000 if PSSM continues to exceed Sustainability Requirements. No financial payments to PSSM.
- PSSM will operate for 14 Sundays, with no markets on Arts Festival, Tour of Utah and a no market date to be determined annually.
- Use Area to remain the same and be reviewed annually with each supplemental plan.
- Remove marketing and attendance requirements of Measures of Success, and keep vendor mix, sustainable and transportation measures.

Council Agenda Item Report

Meeting Date: October 22, 2019

Submitted by: Julia Collins

Submitting Department: Transportation Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Authorize the City Manager to Amend the Existing Contract Amount between Park City Municipal and Rocky Mountain Power, a division of PacifiCorp, for an Additional \$43,334, AND to Authorize the City Manager to Amend the Existing Contract Amount between Park City Municipal and Horrocks Engineers for an Additional \$122,235 as they Relate to the Construction of a Pedestrian and Bicycle Tunnel on SR-248/Kearns Boulevard
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[SR248 Tunnel Staff Report](#)

[Exhibit A: HAWK Signal Analysis Final with Appendix](#)

[Exhibit B: Tunnel Rendering](#)

[Exhibit C: Horrocks Construction Management](#)

Subject: Authorize two (2) contract amendments between Park City Municipal and Horrocks Engineers and Rocky Mountain Power for construction of a pedestrian and bicycle tunnel on SR-248/Kearns Boulevard,
Author: Julia Collins, Senior Transportation Planner; Alfred Knotts, Transportation Director
Departments: Transportation
Date: October 22, 2019
Type of Item: Administrative

Summary Recommendation

1. Consideration to authorize the City Manager to amend the existing contract amount between Park City Municipal and Rocky Mountain Power, a division of PacifiCorp with an additional \$43,334.
2. Consideration to authorize the City Manager to amend the existing contract amount between Park City Municipal and Horrocks Engineers with an additional \$122,235.

Executive Summary

Park City Transportation staff is working with the Utah Department of Transportation (UDOT) to develop and implement a suite of transportation solutions along the SR-248 corridor. An element of that effort is a culvert pedestrian tunnel along SR-248 at mile post .08 near Cooke Drive. This tunnel will provide neighborhood connections, enhanced safety and improve traffic congestion by reducing delay on the corridor previously seen with the High-Intensity Activated crossWalk beacon (HAWK).

Through a competitive bidding process, Stapp Construction Inc., was awarded the construction of the culvert tunnel on March 16th 2019 with a final completion date of August 30th, 2019. Due to variety of unanticipated utility conflicts, weather delays and contractor commitment, the project construction schedule is delayed. Staff is requesting additional funds for construction management, materials and design related to the unanticipated utilities conflicts and project delay. Throughout construction phase of this project, the contractor and Park City staff, in partnership with Park City School District (PCSD) is continuing with construction mitigation and communication with adjacent property owners and stakeholders to minimize impacts due to construction.

The contractor's updated schedule shows project completion anticipated early winter 2019.

Background

- In 2016, [UDOT prepared a Concept Report](#) recommending a culvert tunnel on SR-248 to replace the existing signal crosswalk near Cooke Drive.
- On November 9, 2017, staff presented an [overall programmatic update to City Council](#) on significant transportation projects including SR-248 projects.
- On December 5th, 2017, staff presented the initial crossing improvement project with the adjacent property owner, PCSD Board.
- January 11th, 2018, a [Professional Service Agreement was established with Horrocks Engineers](#) to provide engineering services to design and support the construction of bicycle and pedestrian safety improvements.
- Through a traffic analysis, it was identified a below grade culvert tunnel would have the greatest benefit to improve traffic delays on SR-248 (Exhibit A).
- On June 19th, 2018, staff presented the tunnel alternatives to the PCSD Board and gathered input on the memorandum of understanding for the access, easements, maintenance and construction of the tunnel.

- On August 16th, 2018 City Council authorized the [execution of a memorandum of understanding agreement between the City and PCSD](#) for a pedestrian and bicycle tunnel on SR-248. On August 21st, 2018 PCSD authorized the memorandum of understanding.
- On March 14, 2019, [City Council authorized a construction agreement](#) between Park City Municipal and Stapp Construction Inc., and a separate agreement with Rocky Mountain Power for the construction of a pedestrian tunnel on SR-248.

Public Outreach

As part of the project launch, a significant amount of public comment was quantified about the crosswalk signal impacts on traffic delay and strong support for constructing a culvert tunnel was captured. In addition, this project garnered strong support from UDOT, Park City School District, and the LDS Seminary Group as the major stakeholders in the construction of this facility. Staff has continued to provide resources and updates to the community on construction through a [project webpage](#); in the City newsletter and targeted emails to City and School District contacts; providing a project specific hotline and direct communication with stakeholders and residents.

A project hotline and email are collecting resident feedback on impacts during the life of construction (info@SR248tunnel.com/385-375-2111). To date, the hotline has received 7 calls; the primary concern being cut-through traffic in the Prospector neighborhood. Staff is closely monitoring the neighborhood and will continue to collect data after the project is complete to determine if impacts are due to construction, and what the change is after it is done.

Analysis

The previous signal crossing on SR-248 caused considerable delays during peak traffic hours and posed significant pedestrian and vehicle conflicts. When completed, the new culvert tunnel will alleviate many of these concerns as demonstrated through a cost benefit analysis on the traffic impacts. This analysis estimates 8.14 hours of daily delay as a result of the previous signal crossing which will soon be alleviated (attached in Exhibit A).

As per their contract, Stapp Construction is required to deliver a multi-faceted, high quality product in a tight timeframe. The original schedule included an August 30, 2019 completion date. Due to a variety of contributing factors ranging from weather, contractor commitment and unanticipated utility conflicts the tunnel construction schedule is delayed until end of November 2019.

Throughout the remainder of construction, the contractor, City staff, in close partnership with PCSD will continue to provide a pedestrian circulation route for safe passage and safe crossings at the former signal location. Additional traffic mitigation has been ongoing on SR-248 through enforcement and traffic control from Park City Police Department and construction restrictions during events and pick-up/drop-off times for the High School. The construction mitigation strategies have been refined on the basis of the PCSD collaboration, traffic impacts, UDOT standards, overall feasibility, safety, and access for users with emphasis on school safety.

Construction management provided by Horrocks Engineers was originally budgeted in the amount of \$111,404 (3% of the project cost). This was estimated based off a compressed four month construction schedule and the original project scope. Additional budget for this task is required given the demands of the project have expanded, utility agencies relied heavily on Horrocks inspector and the overall project timeline doubled. Horrocks has made considerable efforts writing off a portion of the work in partnership for the project and understanding budget constraints. Horrocks Engineers construction management provides the following services: a continuous onsite field inspector supervising the contractor, engineering support for design modifications, support for upholding engineering specifications and materials testing, and ongoing construction management support. To continue with this service through the completion of the project an additional \$122,235 is recommended to be added to the Horrocks contract (Exhibit C). This will total \$233,639 (7.75%)

for this task. In comparable civil projects, allotting for 10% of the total project budget to construction management is industry standard.

One of the contributing delay factors is an unanticipated utility conflict with a main power line owned by Rocky Mountain Power (RMP). This main distribution line services the majority of Park City and is located in a conflicting structural part of the tunnel. RMP's policy is when a line is in conflict, the owner of the project is responsible for the relocation costs payable to RMP. The City must incur the associated relocation cost in order to proceed with the tunnel construction which includes labor, engineering, splices conductor and other associated material costs. RMP bills on an actual cost basis, and they estimate the associated material, labor to an additional \$43,334.

Funding Source

Funding for the entire project is provided by the Summit County Transportation sales tax revenues. The project approved for funding by the Summit County Council of Governments during the February 2018 meeting.

If approved, the total project budget to date will be \$4,019,485. This includes engineering design costs (\$225,396) and construction management provided by Horrocks Engineers (\$233,639), tunnel construction costs of \$3,407,645 Stapp Construction Inc., along with UDOT fees (\$1,500), utility relocation costs billed based on actuals for utility relocation with Rocky Mountain Power, Snyderville Basin Water Reclamation and Dominion Energy Utah (\$151,305). In accordance with City policy, the City Manager can authorize change orders up to 10% of the contract amount if funding is available.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Staff recommends that Council authorize the City Manager to amend the Professional Services Agreement with Horrocks Engineering and Rocky Mountain Power.

Pros

- The proposed agreement will allow for construction to continue with the culvert tunnel on SR-248.
- The project will result in increased pedestrian and bicycle safety and reduce traffic delay on SR-248.

Cons

- Additional financial resources and staff time will be required.
- During construction, disruptions will continue on SR-248.

- 2. Null Alternative:** Council could choose do nothing.

Pros

- Does not allocate additional Summit County Transportation sales tax funds.

Cons

- Does not enable the necessary work to complete the project.

Department Review

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

Attachments

Exhibit A	Tunnel traffic analysis
Exhibit B	Rendering of tunnel layout
Exhibit C	Horrocks additional scope of services

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

From: Rob Sunderlage, PE
Horrocks Engineers

Date: March 7, 2018

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

1. Introduction

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

2. Delay Analysis

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

Table 1: HAWK Signal Delay Analysis

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

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

Table 2: Equivalent Value of Vehicle Delay

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

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

2. Based off Summit County Demographics and Income Profile Report

3. Based off Texas Transportation Institute user cost calculations

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

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

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

3. Safety Benefits

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

Table 4: 20 Year Safety Benefits

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

4. Total Benefits

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

Table 5: Total 20 Year Benefits

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

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

5. Conclusions

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

Appendix

COMMENT FORM

CONTACT INFORMATION (Optional)

Date Nov. 14, 2017

Name DIRK SPANGENBERG

Phone

Email

Address

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

TRANSPORTATION CONSIDERATIONS

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

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

ENVIRONMENTAL CONSIDERATIONS

What environmental resources in your community are important to you?

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

COMMENT FORM

CONTACT INFORMATION (Optional)

Date 11/14/17

Name John Bartz

Phone - - -

Email [REDACTED]

Address

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

TRANSPORTATION CONSIDERATIONS

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

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

ENVIRONMENTAL CONSIDERATIONS

What environmental resources in your community are important to you?

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

GENERAL COMMENTS

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

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

MAIL TO

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

OTHER WAYS TO COMMENT

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

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



COMMENT FORM

CONTACT INFORMATION (Optional)

Date 11/14/2017

Name H.R. Rinderknecht

Phone

Email

Address

Would you like to receive email updates? Yes or No

TRANSPORTATION CONSIDERATIONS

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

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

ENVIRONMENTAL CONSIDERATIONS

What environmental resources in your community are important to you?

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

COMMENT FORM

CONTACT INFORMATION (Optional)

Date _____

Name Jeremy Wilstein

Phone [REDACTED]

Email [REDACTED]

Address [REDACTED]

[REDACTED]

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

TRANSPORTATION CONSIDERATIONS

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

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

ENVIRONMENTAL CONSIDERATIONS

What environmental resources in your community are important to you?

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

GENERAL COMMENTS

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

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

Build A tunnel or skywalk for
the school

- Simple -

MAIL TO

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

OTHER WAYS TO COMMENT

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

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

UDOT
Keeping Utah Moving

GENERAL COMMENTS

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

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

MAIL TO

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

OTHER WAYS TO COMMENT

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

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



GENERAL COMMENTS

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

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

MAIL TO

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

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

OTHER WAYS TO COMMENT

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

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



GENERAL COMMENTS

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

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

Encourage Carpools & riding
the bus

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

Put HS Crosswalk Underground

MAIL TO

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

OTHER WAYS TO COMMENT

☎ 435-602-7440

✉ sr248improved@utah.gov

🌐 udot.utah.gov/sr248improved

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



COMMENT FORM

CONTACT INFORMATION (Optional)

Date 11/14/17

Name Bill Coavell

Phone

Email

Address

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

TRANSPORTATION CONSIDERATIONS

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

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

ENVIRONMENTAL CONSIDERATIONS

What environmental resources in your community are important to you?

Slow growth

GIS Scroll Plot Comments

224-Bonanza Section Comments

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

Bonanza Intersection Comments

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

Sidewinder Intersection Comments

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

Corridor between Bonanza and Comstock

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



Sr248 Improved <sr248improved@utah.gov>

sr 248 improved

1 message

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

Tue, Nov 14, 2017 at 2:41 PM

To UDOT

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

My Concerns:

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

1. Rail Trail

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

2. Noise

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

3. Public Transportation

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

4. Metering Traffic In/West Bound and Out/East boundIn/west Bound traffic

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

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

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

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

Speed Limit - 35 mph starting at Richardson Flat Rd

Out/East bound traffic

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

Speed Limit - 35 mph until Richardson Flat Rd

108

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

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

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

Thank you in advance for your consideration of our concerns.

Sincerely,

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

Tim Govin



for the Prospector Park HOA

cc: Andy Beerman, Mayor-elect

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

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

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

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

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

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

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

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



Sr248 Improved <sr248improved@utah.gov>

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

1 message

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

Wed, Nov 15, 2017 at 10:44 AM

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

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

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



Sr248 Improved <sr248improved@utah.gov>

Homeowner Input for UDOT S.R. 248

1 message

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

Thu, Nov 16, 2017 at 3:47 PM

To Whom it May Concern:

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

Here they are, in priority order:

1. Rail Trail Must Remain Protected

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

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

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

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

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

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

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

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

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

229

112



Sr248 Improved <sr248improved@utah.gov>

My suggestions

1 message

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

Sat, Nov 18, 2017 at 9:41 AM

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

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

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

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

F. Joseph Feely III
[REDACTED]



Sr248 Improved <sr248improved@utah.gov>

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

4 messages

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

Mon, Nov 20, 2017 at 10:17 AM

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

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

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

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

Mon, Nov 20, 2017 at 1:15 PM

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

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

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

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

Mon, Nov 20, 2017 at 9:07 PM

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

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

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

Mon, Nov 20, 2017 at 9:13 PM

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

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

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



Sr248 Improved <sr248improved@utah.gov>

248

1 message

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

Wed, Nov 22, 2017 at 8:16 AM

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

Thanks.



Sr248 Improved <sr248improved@utah.gov>

Park City roads

1 message

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

Sun, Nov 26, 2017 at 2:42 PM

Hello,

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

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

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

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

Thank you

Mary Schloesser



Sr248 Improved <sr248improved@utah.gov>

Rush hour traffic

1 message

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

Wed, Nov 29, 2017 at 1:27 PM

Hey guys,

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

Thank you!

Rush

Rush Hawkins
[REDACTED]
[REDACTED]



Sr248 Improved <sr248improved@utah.gov>

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

1 message

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

Fri, Dec 1, 2017 at 3:11 PM

To: sr248improved@utah.gov

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

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

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



Sr248 Improved <sr248improved@utah.gov>

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

1 message

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

Tue, Dec 5, 2017 at 4:08 PM

To: sr248improved@utah.gov

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

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

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



Sr248 Improved <sr248improved@utah.gov>

feedback for 248

message

Deanie Wimmer <[REDACTED]>

Tue, Jan 2, 2018 at 9:18 AM

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

Hi,

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

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

My priorities are:

--access to schools

--protecting the rail trail from any motorized use

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

Thank you for your time

Deanie Wimmer



14 November 2017

SR-248 Improvement Team

RE: November 14th Scoping Meeting

Dear SR-248 Project Team

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

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

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

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

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

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

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

Thank you in advance for your consideration of our concerns.

Sincerely,



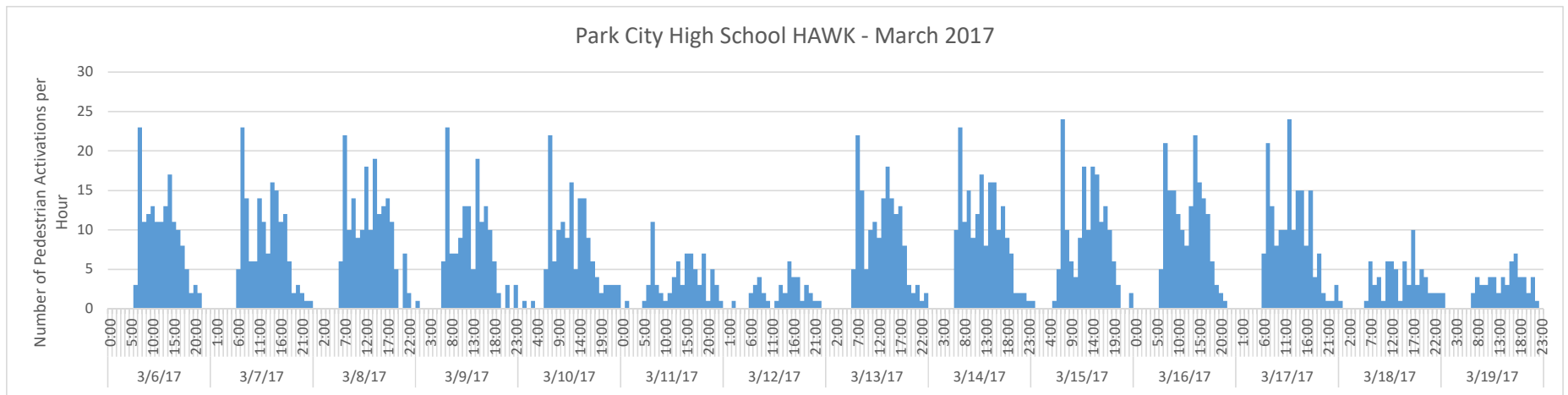
TPG
2017.11.14
17:03:56
-06'00'

Tim Govin

for the Prospector Park HOA

cc: Andy Beerman, Mayor-elect

HAWK Signal Actuations



VEHICLE DELAY BENEFITS

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

UDOT Safety Programs Benefit/Cost Worksheet

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

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

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

B/C=

Using present worth values:

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

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

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



Severe Crashes
Reduced (Ann.)

0.00

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



Demographic and Income Profile

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

Prepared by Jeffrey B. Jones, AICP

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

Data Note: Income is expressed in current dollars.

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

126

July 10, 2017

TECHNICAL MEMORANDUM

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

by

David Ellis

Texas Transportation Institute

Introduction

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

Current Methodology for Passenger Vehicles

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

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

Table 1. Value of Time Used by States

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

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

Table 2: Value of Passenger Car Time

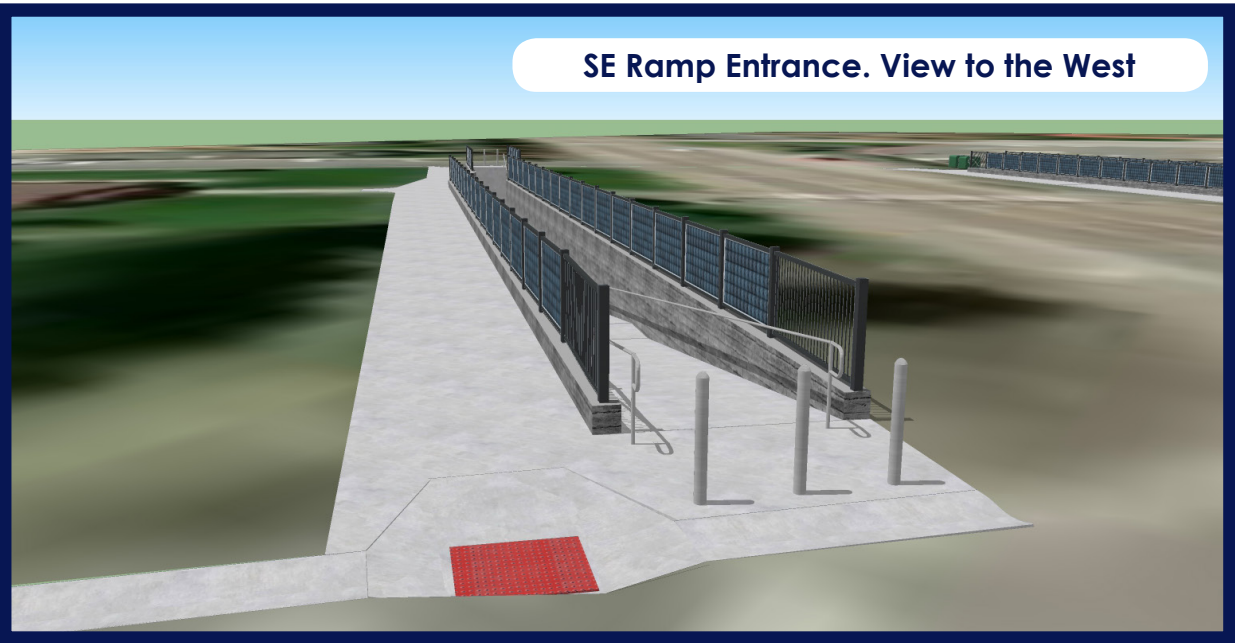
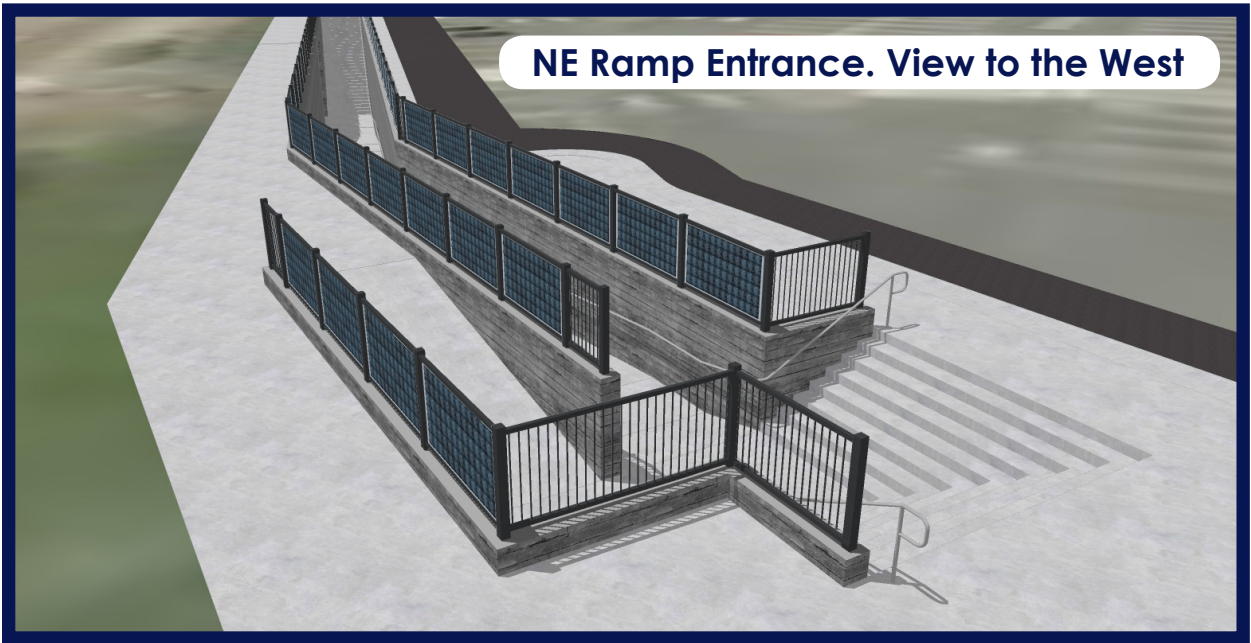
Year	Value of Time
1982	\$7.20
1983	\$7.45
1984	\$7.75
1985	\$8.00
1986	\$8.20
1987	\$8.50
1988	\$8.80
1989	\$9.25
1990	\$10.00
1991	\$10.25
1992	\$10.50
1993	\$10.75
1994	\$11.05
1995	\$11.40
1996	\$11.70
1997	\$12.00
1998	\$12.15
1999	\$12.40
2000	\$12.85
2001	\$13.25
2002	\$13.45
2003	\$13.75
2004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



SR-248 PEDESTRIAN UNDERPASS PROJECT

3-8-2019

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



Drawings are conceptual and may not depict exact construction conditions.



HORROCKS
ENGINEERS

Exhibit C: Horrocks Contract Extension – Construction Management Scope of Services

PROJECT DESCRIPTION & SCOPE OF SERVICES

Task 1: Additional Construction Management Services

Requested Fees to Date (October 7, 2019) = \$66,500

Anticipated Extra to Project Close (October- November 29, 2019) = \$46,875

This Change Order request covers the additional construction management support provided beyond the anticipated project deadlines and hours indicated in the original Horrocks contract. The original full time inspector, construction engineer and construction management of the project was budgeted from May 1-August 15, 2019. Throughout the project, a Horrocks' inspector is required full time from mobilization of Stapp through the project due to enforce controls (SWPPP, school parking lot mitigation, traffic control, staging, etc.). Due to contractor commitment, weather, utility design changes the project is anticipated to be complete on November 29th therefore construction engineering and construction management is recommended to continue through completion.

These additional costs to date of this task include the following items:

1. Full time inspection and construction management of project from August 15, 2019 to project close out, anticipated November 29, 2019.
2. Project construction management/inspector includes:
 - a. Public Involvement
 - b. Full time inspection/construction manager overseeing daily construction activities
 - c. Weekly project meetings
 - d. Engineering review and coordination of on-site design changes
 - e. Review of testing
 - f. Review of submittals and RFI's
3. **Horrocks is writing off a portion of this work to date in participation of project budget constraints on behalf of Park City. It should be noted that this will result in the backup documentation exceeding the requested payment amounts.**
4. Total Change order request this task is assessing only the hours beyond anticipated project time frame.
5. Total requested for Task 1:
 - a. Aug 15, 2019 to August 30, 2019 = \$19,287
 - b. September, 2019 = \$37,770
 - c. October 7, 2019 = \$9,443
 - d. Anticipated October 7, 2019 to November 29, 2019(project close)= \$46,875
6. Any required additional time beyond this change order will be billed only as accrued. Anticipated "monthly burn rate" of \$37,500 should be anticipated, however, Horrocks will work with Park City Project Manager to minimize this cost.

- a. Project closeout is anticipated to be November 29, 2019

Task 2: Additional Reimbursable Expenses

Requested Fees to Date (October 7, 2019) = \$7,360

Anticipated Extra to Project Close (October 7, 2019 to November 29, 2019/project close) = \$1,500

These additional costs to date of this task include the following items:

1. Travel expenses for additional meetings for project management beyond anticipated weekly meetings (note: Construction Inspection travel time/mileage was absorbed into Construction management)

CONSULTANT FEES

Task	Fee
Task 1: Additional Construction Management Services	\$113,375
Task 2: Additional Reimbursable Expenses	\$8,860
TOTAL	\$122,235

City Council Staff Report



PLANNING DEPARTMENT

Subject: Amended Mine Cart Subdivision
Author: Laura Kuhrmeyer, Planner I
Project Number: PL-19-04310
Date: October 22, 2019
Type of Item: Legislative – Plat Amendment

Summary Recommendation

Staff recommends the City Council review and hold a public hearing for the Amended Mine Cart Subdivision and consider approving the Plat based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Description

Applicant: Dee Vee Dee AKT LLC, Represented by Jodi Hoffman
Location: 552 Deer Valley Drive & 553 Deer Valley Loop Road
Zoning: Residential Medium (RM) Density
Adjacent Land Uses: Residential – Single Family, Duplex, Condominiums
Reason for Review: Plat Amendments require Planning Commission review and City Council review and action

Proposal / Executive Summary

The Applicants are proposing to do a Lot Line Adjustment via a Plat Amendment. The proposal includes shifting the internal Lot Line, between the two (2) lots, three feet (3') north towards Deer Valley Drive.

On October 9, 2019, the Planning Commission reviewed the proposed Amended Mine Cart Subdivision and unanimously forwarded a positive recommendation to City Council (See [Planning Commission October 9, 2019 Audio](#)).

Acronyms

LMC	Land Management Code
RM	Residential Medium Density

Purpose

The purpose of the Residential Medium (RM) Density District can be found in [Land Management Code \(LMC\) 15-2.15-1](#).

Background

The Site is currently vacant, but has two active Building Permits for two proposed Single Family Dwellings. On November 15, 2018, the City Council approved the Mine Cart Subdivision and the Plat was recorded on April 12, 2019. It was discovered during the Building Permit review that the original Plat (Mine Cart Subdivision) was recorded with

the internal Lot Line in the incorrect position. This Lot Line Adjustment will allow both of the proposed Single Family Dwellings to meet the required Setbacks.

On August 21, 2019, the Planning Department received a complete Plat Amendment Application for the proposed Lot Line Adjustment.

Staff is recommending approval of the proposed adjustment as it will allow the Applicants to continue with their proposed Building Permits and meet all required Setbacks.

Analysis

The subject sites are located at 552 Deer Valley Drive and 553 Deer Valley Loop Road. The sites are both located within the Residential Medium (RM) Density Zoning District. The Applicants are proposing a Lot Line Adjustment via a Plat Amendment to shift the internal Lot Line three feet (3') north towards Deer Valley Drive.

The minimum Lot Size for a Single Family Dwelling within the Residential Medium (RM) Density District is 2,812 square feet. According to the current recorded Plat, the current Lot Sizes are 4,171 square feet (Lot 1 – 552 Deer Valley Drive) and 3,764 square feet (Lot 2 – 553 Deer Valley Loop Road). With the proposed Plat Amendment, Lot 1 will become 3,999 square feet and Lot 2 will become 3,933 square feet. Both Lots will remain above the minimum required Lot Size. The proposed Lot Sizes are both compatible with existing lots in the neighborhood.

The minimum required Rear Setback for this zone is ten feet (10'). The proposed Single Family Dwelling at 553 Deer Valley Loop Road is just shy of meeting the minimum required Rear Setback. Since the proposed Single Family Dwelling at 552 Deer Valley Drive has addition space in the rear, the internal Lot Line will shift three feet (3') north towards Deer Valley Drive to allow the proposed Building at 553 Deer Valley Loop Road to meet the minimum required Rear Setback.

Staff recommends approval of the Plat Amendment as it will allow the Applicant to construct the two Single Family Dwellings as proposed.

Good Cause

Staff finds that there is good cause for this Plat Amendment, in that it does not negatively impact any of the neighbors and it is consistent with the Land Management Code.

Process

The approval of this Plat Amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC §15-1-18.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time.

Notice

On September 25, 2019, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record and the Utah Public Notice Website on September 21, 2019.

Public Input

No public comment has been received at the time of this report.

Alternatives

- The City Council may approve the proposed Amended Mine Cart Subdivision, as conditioned or amended at the meeting; or
- The City Council may deny the proposed Amended Mine Cart Subdivision, and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the proposed Amended Mine Cart Subdivision, and request additional information or analysis in order to make a recommendation.

Significant Impacts

There are no significant fiscal or environmental impacts from this application as conditioned.

Consequences of not taking recommended action

The consequences of not taking the recommended action would be that the applicant would have to redesign the proposed Single Family Dwelling to meet the minimum required Rear Setback.

Summary Recommendation

Staff recommends the City Council review and hold a public hearing for the Amended Mine Cart Subdivision and consider approving the Plat based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits

Exhibit A: Draft Ordinance

Attachment 1: Amended Mine Cart Subdivision (Proposed)

Exhibit B: Mine Cart Subdivision (Current Recorded Plat)

Exhibit C: Applicant's Project description

Exhibit D: Existing Conditions Survey

Exhibit E: Aerial Photograph

Exhibit F: Site Photographs

Exhibit A – Draft Ordinance

Ordinance No. 2019-53

AN ORDINANCE APPROVING THE AMENDED MINE CART SUBDIVISION, LOCATED AT 552 DEER VALLEY DRIVE, PARK CITY, UTAH AND 553 DEER VALLEY LOOP ROAD, PARK CITY, UTAH.

WHEREAS, the property owners of the property located at 552 Deer Valley Drive and 553 Deer Valley Loop Road have petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on September 21, 2019, proper legal notice was published according to requirements of the Land Management Code; and

WHEREAS, on September 25, 2019, the site was properly noticed and posted according to the requirements of the Land Management Code; and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on October 9, 2019, to receive input on the proposed Plat Amendment; and

WHEREAS, the Planning Commission on October 9, 2019, forwarded a positive recommendation to the City Council; and,

WHEREAS, on October 22, 2019, the City Council held a public hearing to receive input on the Plat Amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Amended Mine Cart Subdivision, located at 552 Deer Valley Drive and 553 Deer Valley Loop Road.

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

SECTION 1. APPROVAL. The Amended Mine Cart Subdivision as shown in **Attachment 1** is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The subject property is located at 552 Deer Valley Drive and 553 Deer Valley Loop Road.
2. The site is within the Residential Medium (RM) Density District.
3. The Plat Amendment application is a request to move the internal Lot Line three feet (3') north, towards Deer Valley Drive.

4. The minimum Lot Size for a Single Family Dwelling within the Residential Medium (RM) Density District is 2,812 square feet.
5. According to the current recorded Plat, the current Lot Sizes are 4,171 square feet (Lot 1 – 552 Deer Valley Drive) and 3,764 square feet (Lot 2 – 553 Deer Valley Loop Road).
6. With the proposed Plat Amendment, Lot 1 will become 3,999 square feet and Lot 2 will become 3,933 square feet.
7. Both Lots will remain above the minimum required Lot Size.
8. The proposed Lot Sizes are both compatible with existing lots in the neighborhood.
9. The minimum required Rear Setback for this zone is ten feet (10').
10. The proposed Single Family Dwelling at 553 Deer Valley Loop Road is just shy of meeting the minimum required Rear Setback. Since the proposed Single Family Dwelling at 552 Deer Valley Drive has addition space in the rear, the internal Lot Line will shift three feet (3') north towards Deer Valley Drive to allow the proposed Building at 553 Deer Valley Loop Road to meet the minimum required Rear Setback.
11. The Plat Amendment is necessary in order for the applicant to obtain a building permit for the proposed construction of the Single Family Dwelling at 553 Deer Valley Loop.
12. Staff recommends approval of the Plat Amendment as it will allow the Applicant to construct the two Single Family Dwellings as proposed.
13. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law:

1. There is good cause for this Plat Amendment.
2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding Plat Amendments.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant shall record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The Plat shall note that fire sprinklers are required for all new or renovation construction on this lot, to be approved by the Chief Building Official.
4. The property is not located within the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore it is not regulated by the City for mine related impacts. However, if the property owner does encounter mine

waste or mine waste impacted soils they must handle the material in accordance to State and Federal law.

5. 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.
6. No Certificate of Occupancy for the proposed Single Family Dwelling at 553 Deer Valley Loop Road may be granted until the final plat is recorded with the Summit County Recorder's Office.
7. A Plat Note shall be added that all Conditions of Approval from the original Mine Cart Subdivision Plat ([Ordinance No. 2018-57](#)) shall continue to apply.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 22nd day of October, 2019.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

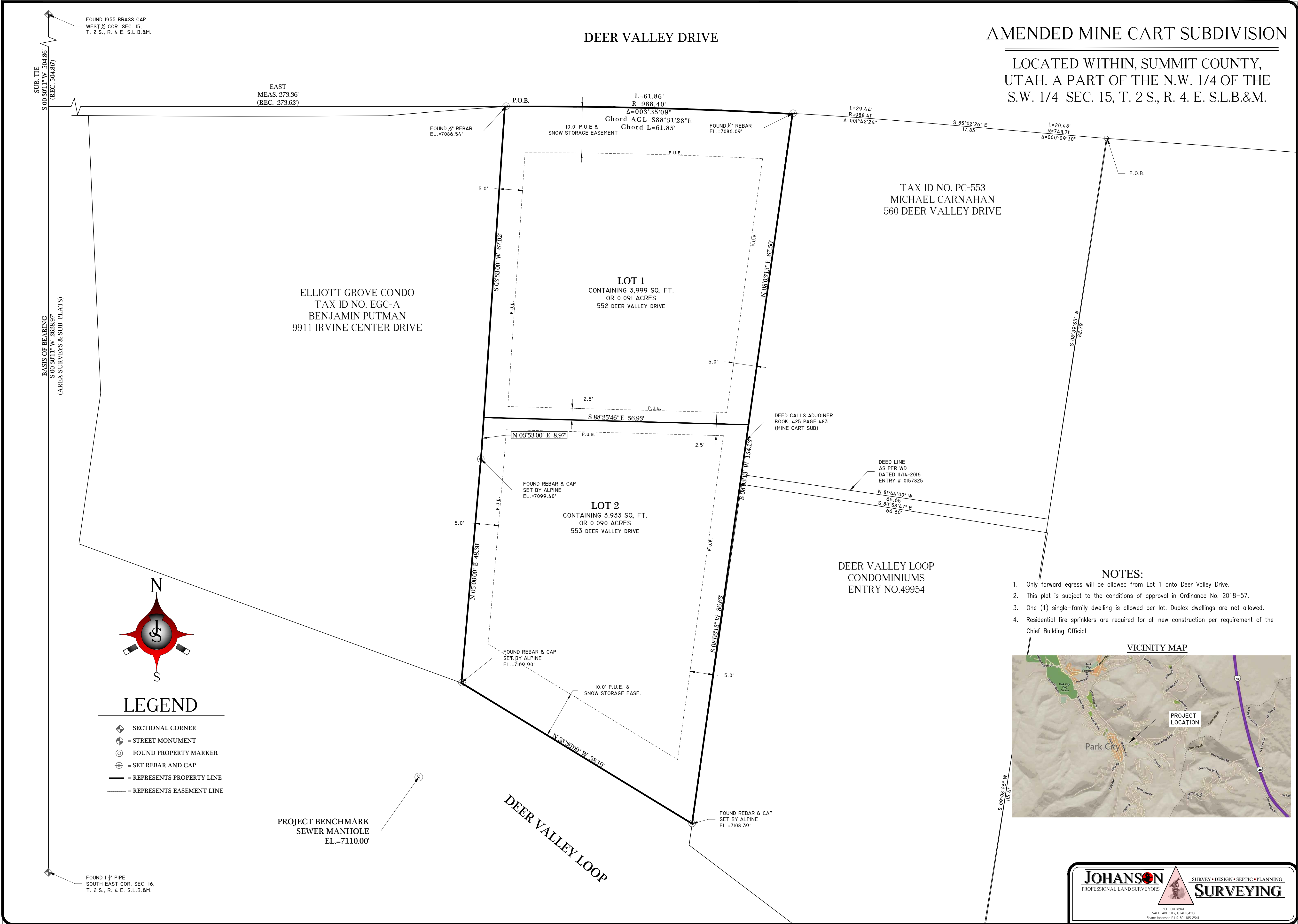
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Exhibits

Attachment 1 – Amended Mine Cart Subdivision



SURVEYOR'S CERTIFICATE

I, Shane Johanson do hereby certify that I am a Land Surveyor, and that I hold certificate No.7075114, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, hereafter to be known as AMENDED MINE CART SUBDIVISION and that same has been surveyed and shown on this plat. This survey was performed within the accordance of the minimum accuracy of an urban survey, Class "A", or a linear closure of 1:15,000'. The purpose of this survey is to locate the boundaries of the described lots and to combine these lots into one single lot, for the eventual purpose of constructing and building future development.

LEGAL DESCRIPTION

Beginning at a point that is South 0°30'11" West 504.86 feet and East 273.36 feet from the West 1/4 corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base & Meridian; thence continuing on a 988.40 foot radius curve to the right and with an arc Length of 61.86 feet and a central angle of 3°35'09", also with a Chord bearing of South 88°31'28" East a distance of 61.85 feet; Thence South 08°03'13" West a distance of 154.13 feet; thence North 58°36'00" West 58.10 feet; North 05°00'00" East a distance 48.30 feet; Thence North 03°53'00" East a distance of 75.99 feet to the point of beginning.

OWNER'S DEDICATION

Know all men by these presents that, the undersigned owner DEE VEE DEE AKT, LLC, a Texas limited liability company, of the above described tract of land to be hereafter known as

AMENDED MINE CART SUBDIVISION

does hereby certify to have caused this plat to be prepared and does hereby dedicate for the perpetual use of the public all public roads and other areas shown on this plat as intended for public use. The undersigned owner also hereby conveys to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance, and operation of utility lines and facilities. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon. In witness whereof the owner has hereunto set this _____ day of _____ A.D., 20_____.

DEE VEE DEE AKT, LLC, a Texas limited liability company,
John Lopez, Managing Member

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

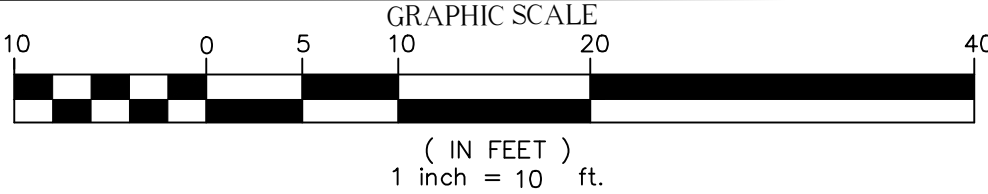
STATE OF _____)

:ss.

COUNTY OF _____)

On this _____ day of _____, 20_____, John Lopez personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Managing Member of DEE VEE DEE AKT, LLC, a Texas limited liability company, and that this document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members and he acknowledged to me that he executed this AMENDED MINE CART SUBDIVISION plat.

_____, NOTARY PUBLIC.



PARK CITY PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION ON THE 24th DAY OF OCTOBER, 2018.

BY _____ date _____

CERTIFICATE OF ATTEST

I CERTIFY THIS PLAT MAP WAS APPROVED BY PARK CITY COUNCIL ON THE 15th DAY OF NOVEMBER, 2018.

BY _____ PARK CITY RECORDER

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 20__.

BY _____ S.B.W.R.D.

ENGINEERS CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE ON THIS _____ DAY OF _____, 20__.

BY _____ PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____, 20__.

PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL ON THE 15th DAY OF NOVEMBER, 2018.

PARK CITY MAYOR

COUNTY RECORDER#

State of Utah, County of Summit, recorded and filed at the request of

Date _____ Time _____ Book _____ Page _____

Fee \$ _____ County Recorder _____

NUMBER _____

ACCOUNT _____

SHEET 1

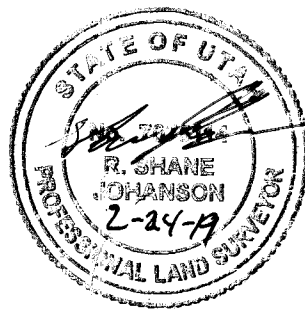
OF 1 SHEETS

DEER VALLEY DRIVE

MINE CART SUBDIVISION
LOCATED WITHIN, SUMMIT COUNTY,
UTAH. A PART OF THE N.W. 1/4 OF THE
S.W. 1/4 SEC. 15, T. 2 S., R. 4. E. S.L.B.&M.

SURVEYOR'S CERTIFICATE

I, Shane Johanson do hereby certify that I am a Land Surveyor, and that I hold certificate No.7075114, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, hereafter to be known as MINE CART SUBDIVISION and that same has been surveyed and shown on this plat. This survey was performed within the accordance of the minimum accuracy of an urban survey, Class "A", or a linear closure of 1:15,000'.
The purpose of this survey is to locate the boundaries of the described lots and to combine these lots into one single lot, for the eventual purpose of constructing and building future development.



LEGAL DESCRIPTION

Beginning at a point that is South 0°30'11" West 504.86 feet and East 273.36 feet from the West 1/4 corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base & Meridian; thence continuing on a 988.40 foot radius curve to the right and with an arc Length of 61.86 feet and a central angle of 3°35'09", also with a Chord bearing of ~~S88°31'28" E~~ a distance of 61.85 feet; Thence South ~~0°30'11"~~ West a distance of 154.13 feet; thence North 58°36'00" West 58.10 feet; North 05°00'00" East a distance 48.30 feet; Thence North 03°53'00" East a distance of 75.49 feet to the point of beginning.

OWNER'S DEDICATION

Know all men by these presents that, the undersigned owner DEE VEE DEE AKT, LLC, a Texas limited liability company, of the above described tract of land to be hereafter known as

MINE CART SUBDIVISION

does hereby certify to have caused this plat to be prepared and does hereby dedicate for the perpetual use of the public all public roads and other areas shown on this plat as intended for public use. The undersigned owner also hereby conveys to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance, and operation of utility lines and facilities. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.
In witness whereof the owner has hereunto set this 27 day of FEB. A.D., 2019.

DEE VEE DEE AKT, LLC, a Texas limited liability company,
John Lopez, Managing Member

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH

SS.

COUNTY OF SUMMIT

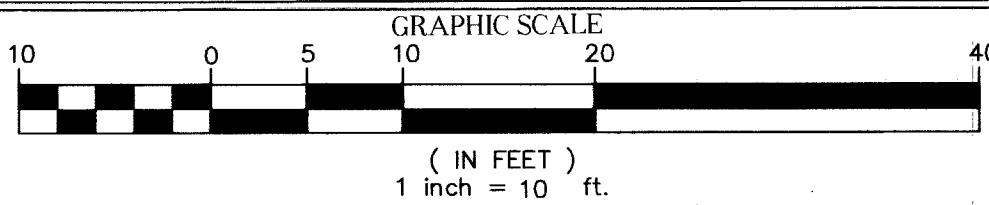
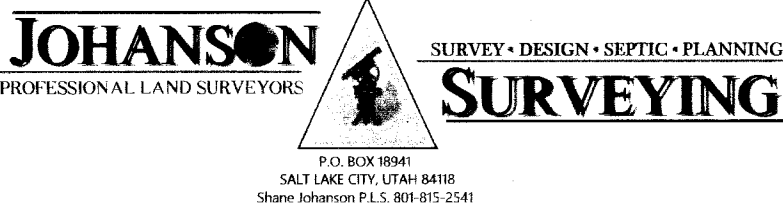
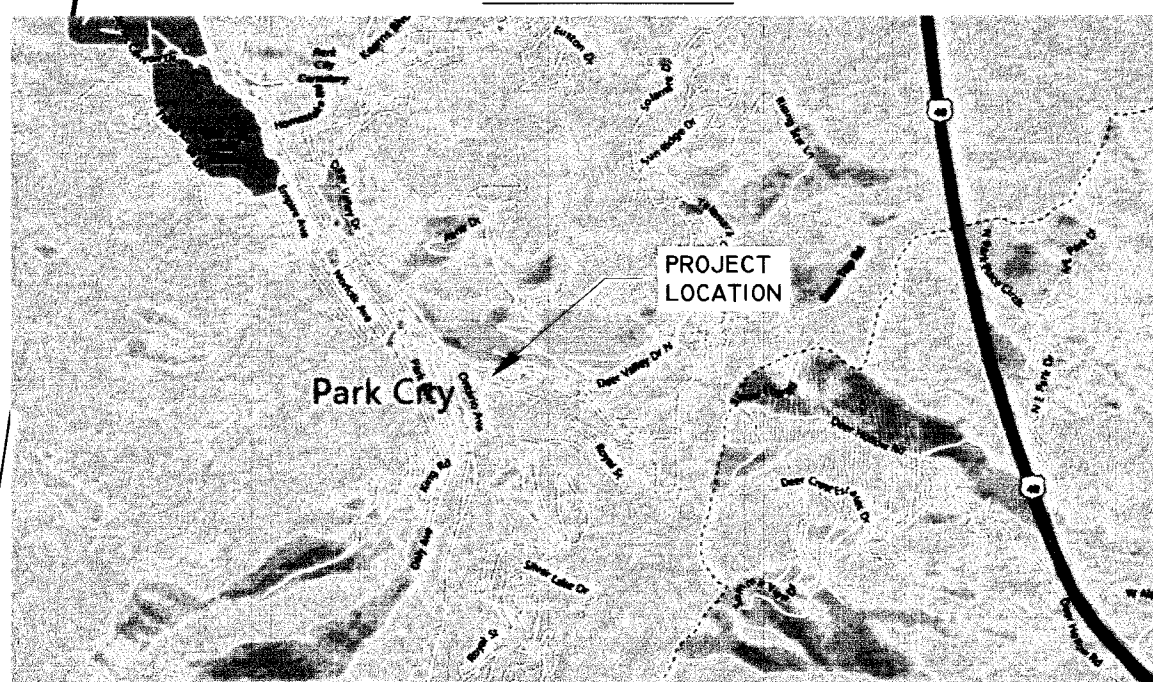
On this 27 day of Feb., 2019, John Lopez personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Managing Member of DEE VEE DEE AKT, LLC, a Texas limited liability company, and that this document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members and he acknowledged to me that he executed this Mine Cart Subdivision plat.

Francis Nau NOTARY PUBLIC.

NOTES:

1. Only forward egress will be allowed from Lot 1 onto Deer Valley Drive.
2. This plat is subject to the conditions of approval in Ordinance No. 2018-57.
3. One (1) single-family dwelling is allowed per lot. Duplex dwellings are not allowed.
4. Residential fire sprinklers are required for all new construction per requirement of the Chief Building Official

VICINITY MAP



- LEGEND
- ◆ = SECTIONAL CORNER
 - ◆ = STREET MONUMENT
 - ⊙ = FOUND PROPERTY MARKER
 - ⊕ = SET REBAR AND CAP
 - = REPRESENTS PROPERTY LINE
 - - - = REPRESENTS EASEMENT LINE

PROJECT BENCHMARK
SEWER MANHOLE
EL.=7110.00'

DEER VALLEY LOOP

DEER VALLEY LOOP
CONDOMINIUMS
ENTRY NO.49954

PARK CITY PLANNING COMMISSION

APPROVED BY THE PARK CITY
PLANNING COMMISSION ON THE 24th DAY OF
OCTOBER, 2018.

BY [Signature] March 8th, 2019
date

CERTIFICATE
OF ATTEST

I CERTIFY THIS PLAT MAP WAS
APPROVED BY PARK CITY COUNCIL
ON THE 15th DAY OF NOVEMBER,

BY Michelle Kellogg
PARK CITY RECORDER



SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT STANDARDS
ON THIS 26th DAY OF
February, 2019.

BY [Signature]
S.B.W.R.D.

ENGINEERS CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE
WITH INFORMATION ON FILE IN MY OFFICE
ON THIS 29th DAY OF
March, 2019.

BY G. Ryan Taylor
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM
THIS 3 DAY OF
April, 2019.

BY Mike P. Hagg
PARK CITY ATTORNEY

COUNCIL APPROVAL
AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK
CITY COUNCIL ON THE 15th DAY OF
NOVEMBER, 2018.

BY [Signature]
PARK CITY MAYOR

COUNTY RECORDER# 1108992

State of Utah, County of Summit, recorded and filed at the request of

US Title Insurance Agency LLC

Date 04/12/2019 Time 9:50 AM Book — Page —

32.00 Fee \$ —

BY Jennifer Chappell Deputy
County Recorder

NUMBER

ACCOUNT

SHEET 1

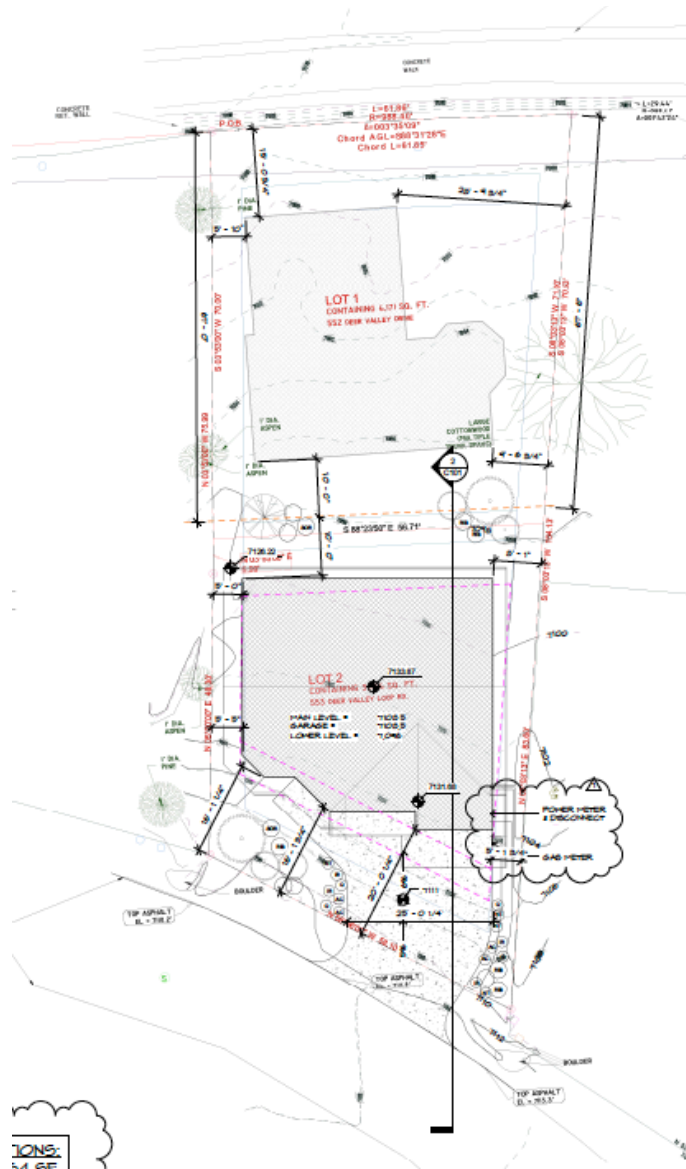
OF 1 SHEETS

Amended Mine Cart Subdivision Project Description

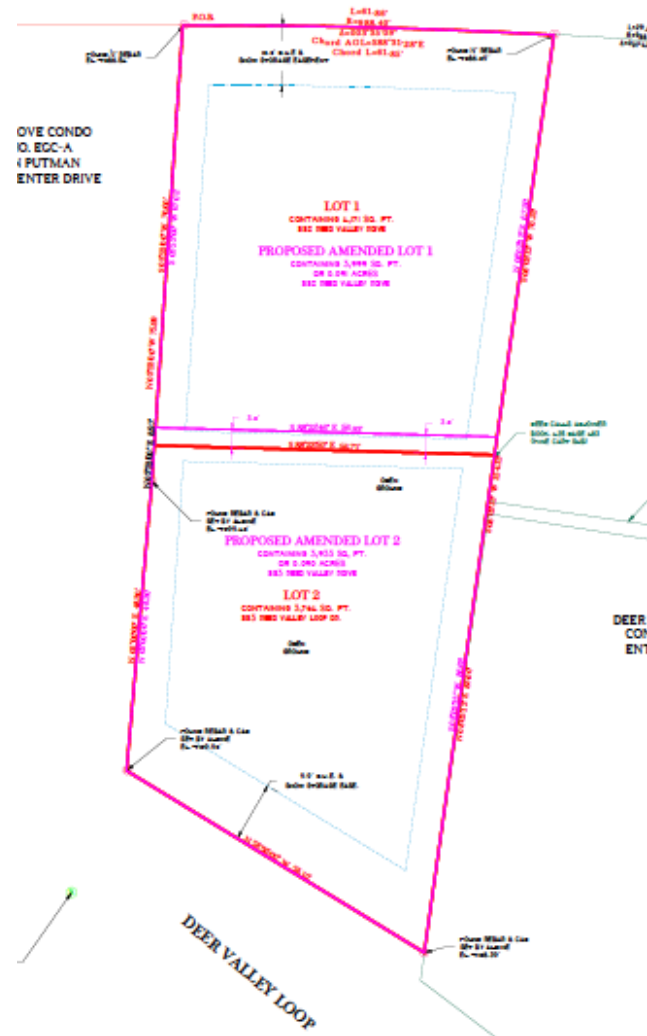
8-19-2019

Dee Vee Dee AKT LLC proposes:

- To amend the Mine Cart Subdivision plat by moving the lot line that divides Lots 1 and 2, by a total of three (3) feet.
- Dee Vee Dee AKT LLC owns both Lots 1 and 2
- The two-lot Mine Cart Subdivision recorded in April 2019, inadvertently misplaced the boundary dividing Lots 1 and 2 by three (3) feet, leaving a thirteen (13)-foot Rear Yard Setback for the proposed home on Lot 1 and only a seven (7) foot Rear Yard Setback for the proposed home on Lot 2.



- To provide the required 10-foot Rear Yard Setbacks for structures originally designed for each Lot, the Lot Line between Lots 1 and 2 must be adjusted three (3) feet.



- Dee Vee Dee AKT LLC has not yet been able to locate each of the four adjacent property owners to obtain their consent to allow Dee Vee Dee AKT LLC to avail itself of the less formal Lot Line Adjustment process in the Park City Land Management Code.
- This request is considered a Lot Line Adjustment under UCA §10-9a-608(2)(a)(iii).

Silver Creek

DEER VALLEY DRIVE

DEER VALLEY DRIVE

553 Deer Valley Loop Drive – Panoramic views



Northeast Corner



Northwest Corner



Southeast Corner



Southwest Corner

Council Agenda Item Report

Meeting Date: October 22, 2019

Submitted by: Alexandra Ananth

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance No. 2019-54, an Ordinance Approving the Aerie Phase I, Amending Lots 9, 10 and 11, Plat Amendment, Located at 1312, 1324 and 1336 Aerie Drive, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Aerie Phase I Staff Report and Ordinance](#)

[Exhibit A: Applicant's Project Intent](#)

[Exhibit B: Neighborhood House and Lot Size](#)

[Exhibit C: Link to Planning Commission Staff Report](#)

[Exhibit D: PC Redlined Site Plan](#)

City Council Staff Report

Subject: The Aerie Phase I, Amending Lots 9, 10 & 11
Author: Alexandra Ananth, Senior Planner
Date: October 22, 2019
Type of Item: Legislative – Plat Amendment



Project Number:	PL-19-04297
Applicant:	Aerie Holdings LLC
Location:	1312, 1326 & 1336 Aerie Drive
Zoning:	Single Family (SF)
Adjacent Land Uses:	Residential development parcels
Reason for Review:	Plat Amendments require Planning Commission review and City Council approval

Recommendation

Staff recommends the City Council conduct a Public Hearing on the request to combine The Aerie Phase I, Lots 9, 10 & 11, located at 1312-1336 Aerie Drive and consider approving the requested Plat Amendment pursuant to the Findings of Fact, Conclusions of Law and Conditions of Approval as outlined in the attached Ordinance.

Executive Summary

This project encompasses three (3) lots, Lots 9, 10 and 11 off of Aerie Drive, all under common ownership. Lots 9 and 11 are currently vacant and Lot 10 contains a Single Family Dwelling. The applicant is proposing to remove the lot lines between the lots in order to combine all three lots into one new lot (Lot 10A). Although not part of this application, it has been noted that the applicant intends to demolish the existing house on Lot 10, and construct a new Single Family Residence on the combined new lot 10A. There are no maximum house size limits in the Single Family District or the Aerie Subdivision.

On October 9, 2019, the Planning Commission reviewed the proposed Plat Amendment and voted unanimously to forward a positive recommendation to City Council with the addition of four Conditions of Approval. Due to the visibility of the lot, the Planning Commission chose to set a Maximum House Size of 13,500 square feet inclusive of Basement Area and any Accessory Buildings on the combined lot in order to ensure compatibility with the surrounding neighborhood (Condition of Approval #7). The Commission also created limits of disturbance and increased setbacks in order to limit the building footprint and protect site vegetation/open space (See [Planning Commission October 9, 2019 Audio](#)).

Background

All three (3) of the lots were originally platted in 1981 as part of The Aerie, Phase I, a single family subdivision.

In 1997, a Lot Line Adjustment was approved to modify Lots 10 and 11 as the Olch Replat, and was recorded in September of 1997. The common lot line was simply moved in the middle of the lots to accommodate an addition to the pool house. Both lots still exist, they were just modified.

In 2017, a Plat Amendment combined Lot 5 and Lot 6 of The Aerie Phase 1 subdivision to create one (1) legal lot of record by removing the property line which separated them.

The proposed Plat Amendment would be the third amendment for The Aerie Phase 1 subdivision. At the Planning Commission meeting on October 9, 2019, the Commission chose to add 4 additional Conditions of Approval including:

1. Due to the visibility of the lot the Planning Commission chose to set a Maximum House Size of 13,500 square feet inclusive of Basement Area and any Accessory Buildings on the combined lot in order to ensure compatibility with the surrounding neighborhood.
2. Per the existing Aerie CC&Rs Building Height shall not exceed 21 feet from existing grade.
3. In order to protect neighborhood views the Main Building and any Accessory Buildings shall meet a minimum front setback of 20 feet, minimum side setbacks of 75 feet and a minimum rear setback of 50 feet. (See PC Redlined Site Plan Exhibit D)
4. Prior to the issuance of any Building Permits the Planning Department shall review and approve a Final Landscape Plan with an emphasis on the maintenance and protection of existing mature vegetation on the northwest property lines (former Lot 11), as well as a Construction Mitigation Plan that shows a Level of Disturbance corridor not to exceed 20 feet from the edge of the proposed building that encroaches onto former Lot 11.

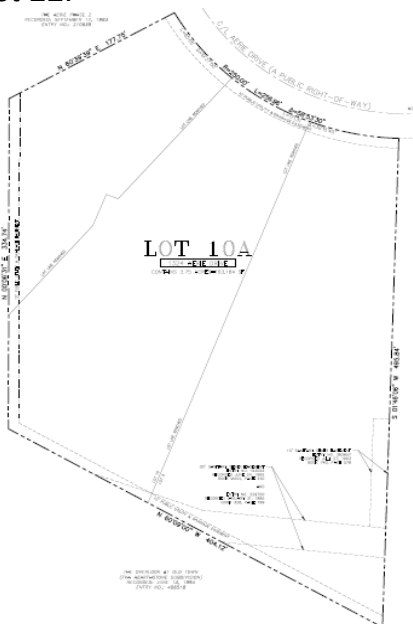


Figure 1. The Aerie Phase 1, Amending Lots 9, 10, & 11, Showing Removal of Interior Lot Lines

Alternatives

- The City Council may conduct a public hearing, discuss the proposal and approve The Aerie Phase 1, Amending Lots 9, 10, & 11. **This is Staff's recommendation.**
- The City Council may deny The Aerie Phase 1, Amending Lots 9, 10, & 11 and direct staff to make Findings for this decision.
- The City Council may continue this item to a date certain and request additional information in order to take Final Action.

Attachments

Ordinance

Exhibit A – Applicant's Project Intent

Exhibit B – Neighborhood House and Lot Size Data from Summit County Website

Exhibit C – [Link to Planning Commission Staff Report \(starting on Page 531\)](#)

Exhibit D – Planning Commission Redlined Site Plan

Draft Ordinance No. 2019-54

AN ORDINANCE APPROVING THE AERIE PHASE I, AMENDING LOTS 9, 10 & 11, PLAT AMENDMENT FOR 1312, 1324 & 1336 AERIE DRIVE, PARK CITY, UTAH.

WHEREAS, the owners of the properties known as 1312, 1324 & 1336 Aerie Drive, have petitioned the City Council for approval of The Aerie Phase I, Amending Lots 9, 10 & 11 to combine the lots; and

WHEREAS, on September 25th 2019, the property was properly posted and legal notice was sent to all affected property owners; and

WHEREAS, on September 25th, 2019, proper legal notice was published in the Park Record and on the Utah Public Notice website according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on October 9th, 2019, to receive input on the Plat Amendment for The Aerie Phase I, Amending Lots 9, 10 & 11;

WHEREAS, the Planning Commission, on October 9th, 2019, forwarded a positive recommendation to the City Council; and,

WHEREAS, the City Council on October 22th, 2019, held a public hearing and took final action on the Plat Amendment; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the Plat Amendment for The Aerie Phase I, Amending Lots 9, 10 & 11.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as Findings of Fact. The Plat Amendment for The Aerie Phase I, Amending Lots 9, 10 & 11, as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

5. The properties are located at 1312, 1324 & 1336 Aerie Drive.
6. The lots are located in the Single Family (SF) zoning district.
7. On August 8th, 2019, the City received a complete application to amend Lots 9-11 by combining Lots 9 and 10, and to include Lot 11 on the same subdivision as the three lots are currently under the same ownership. The applicant amended their application on September 9th, 2019 to combine all three lots into one new lot (Lot 10A).
8. Currently Lots 9 and 11 are vacant and Lot 10 contains a single family house.

9. Easements for public utilities, drainage, and sanitary sewer lines exist on the lots and will remain unchanged.
10. In 1997 a Lot Line Adjustment to modify Lots 10 and 11 was approved to create the Olch Replat.
11. The proposed plat amendment combines three (3) existing parcels (Lots 9, 10 and 11) to create one lot of record consisting of 3.75 acres (163,184 square feet), a reduction in density.
12. Zoning Requirements for the SF district will remain in place for this lot and any new structures must comply with all applicable LMC requirements.
13. The proposed Plat Amendment does not create any new non-complying or non-conforming situations or any remnant parcels.
14. Future development will be limited to one curb cut, improving the safety on Aerie Drive for all vehicles and pedestrians, with less potential points of conflict.
15. Due to the visibility of the lot the Planning Commission chose to set a Maximum House Size of 13,500 square feet inclusive of Basement Area and any Accessory Buildings on the combined lot in order to ensure compatibility with the surrounding neighborhood.
16. Per the existing Aerie CC&Rs Building Height shall not exceed 21 feet from existing grade.
17. In order to protect neighborhood views the Main Building and any Accessory Buildings shall meet a minimum front setback of 20 feet, minimum side setbacks of 75 feet and a minimum rear setback of 50 feet.
18. Prior to the issuance of any Building Permits the Planning Department shall review and approve a Final Landscape Plan with an emphasis on the maintenance and protection of existing mature vegetation on the northwest property lines (former Lot 11), as well as a Construction Mitigation Plan that shows a Level of Disturbance corridor not to exceed 20 feet from the edge of the proposed building that encroaches onto former Lot 11.

Conclusions of Law:

1. There is good cause for this Plat Amendment.
2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivision plats.
3. Neither the public nor any person will be materially injured by the proposed amended condominium plat.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the Plat Amendment for The Aerie Phase I, Amending Lots 9, 10 & 11, for compliance with State law, the Land Management Code, and the Conditions of Approval, prior to recordation of the Plat.
2. The applicant will record the Plat Amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the Plat will be void, unless a request for an extension is submitted

in writing and approved by the City Council.

3. A Plat Note shall indicate there shall be no further subdivision of Lot 10A.
4. A Plat Note shall indicate the number of curb cuts shall be limited to one single curb cut.
5. A Plat Note shall indicate any future driveway shall have sufficient turning room so that cars can pull out in a forward facing direction onto Aerie Drive.
6. A Plat Note shall indicate development on Lot 10A shall comply with the City's Defensible Space Requirements in effect at the time of application.
7. A Plat Note shall indicate the Maximum House Size shall not exceed 13,500 square feet, inclusive of Basement Area and any Accessory Buildings.
8. A Plat Note shall indicate Building Height shall comply with Aerie CC&Rs, 21 feet.
9. A Plat Note shall indicate the Main Building and any Accessory Buildings shall meet a minimum front setback of 20 feet, minimum side setbacks of 75 feet and a minimum rear setback of 50 feet.
10. A Plat Note shall indicate that prior to the issuance of any Building Permits the Planning Department shall review and approve a Final Landscape Plan with an emphasis on the maintenance and protection of existing mature vegetation on the northwest property line (former Lot 11), as well as a Construction Mitigation Plan that shows a Limit of Disturbance corridor not to exceed 20 feet from the edge of the proposed building that encroaches onto former Lot 11.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this ____ day of October, 2019.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Exhibits

Exhibit A – The Aerie Phase I, Amending Lots 9, 10 & 11

Exhibit A

Applicant's Project Intent

THE AERIE PHASE I, LOT 9
and
OLCH REPLAT, LOTS 10 & 11

(1312, 1324 & 1336 Aerie Drive)

PROJECT INTENT

The Aerie, Phase I, is a single family subdivision and was recorded on December 31, 1981, as Entry No. 187143. Subsequently, a plat amendment affecting Lots 10 and 11 was recorded September 11, 1997, as Entry No. 486605, and is known as the Olch Replat.

Lots 9 and 11 are currently vacant, and an existing residence occupies Lot 10. The owner proposes to remove the lot line between Lot 10 of the Olch Replat and Lot 9 of The Aerie, Phase I, as well as removing the lot line between Lot 10 of the Olch Replat and Lot 11 of the Olch Replat and to demolish the existing residence on Lot 10 and construct a new residence combining all three lots into one lot of record, to be known as Lot 10A. Following this course of action will prompt the Olch Replat to be retired and the new configuration for the currently existing three lots to be consolidated into one lot and be reflected on one plat amendment.

Exhibit B

Neighborhood House and Lot Size Data from Summit County Website

House and Lot Size Data from Summit County Website - Aerie Neighborhood

Address	Lot Area	Living Area	Basement Area	Total House Size	Year Built
1345 Aerie Drive	31,080	2,896	-	2,896	1992
1295 Aerie Drive	19,506	3,162	-	3,162	2005
1259 Aerie Drive	16,059	2,550	877	3,427	2002
1422 Aerie Drive	21,098	2,682	858	3,540	1989
1370 Aerie Drive	27,539	1,597	2,186	3,783	1986
1354 Aerie Drive	15,334	2,409	1,398	3,807	2000
1431 Aerie Drive	16,546	2,473	1,526	3,999	1991
1425 Mellow Mountain Road	45,100	2,456	1,648	4,104	1991
1240 Aerie Drive	23,347	2,375	1,857	4,232	2002
1410 Aerie Drive	21,249	2,667	1,596	4,263	2008
1386 Aerie Drive	26,662	2,790	1,690	4,480	1992
1271 Aerie Drive	17,208	3,359	1,173	4,532	2002
1437 Mellow Mountain Rd	16,343	3,013	1,552	4,565	1986
1329 Aerie Drive	31,044	4,604	-	4,604	1989
1434 Aerie Drive	21,000	2,550	2,130	4,680	1994
1395 Aerie Drive	14,277	3,191	1,832	5,023	2007
1419 Aerie Drive	12,747	5,319	-	5,319	2000
1288 Aerie Drive	29,555	2,740	2,740	5,480	1990
1235 Aerie Drive	13,761	3,712	1,854	5,566	1991
1216 Aerie Drive	21,263	3,807	1,849	5,656	1989
1300 Aerie Drive	41,051	6,074	-	6,074	1994
1378 Aerie Drive	28,462	3,871	2,239	6,110	2008
1324 Aerie Drive	163,184	3,164	3,164	6,328	1989
1407 Aerie Drive	12,797	5,008	1,420	6,428	2002
1401 Mellow Mountain Road	13,589	4,876	2,189	7,065	2007
1156 Aerie Drive	46,925	4,883	2,340	7,223	1989
1371 Aerie Drive	20,254	6,478	1,577	8,055	1988
1398 Aerie Drive	21,273	5,928	2,390	8,318	1986
1264 Aerie Drive	72,863	3,782	4,593	8,375	2018
1252 Aerie Drive	28,113	5,468	6,990	12,458	2003
Average	29,641			5,452	

Exhibit C

[Link to Planning Commission Staff Report \(starting on Page 531\)](#)

SITE GENERAL NOTES	
1	CONTRACTOR TO FIELD VERIFY LOCATION OF UTILITY LINES AS REQUIRED
2	CONTRACTOR TO FIELD VERIFY PIN
3	REPAIR SEPARATION BETWEEN GAS AND ELECTRICAL LINES
4	IRRIGATION TO ADEQUATE ESTABLISHED VEGETATION. PROVIDE TEMP SURFACE WATER SHALL DRAIN AWAY FROM THE GRADE AT ALL POINTS DIRECT THE DRAINAGE WATER TO THE STREET OR TO AN APPROVED DRAINAGE COURSE BUT NOT ONTO NEIGHBORING PROPERTIES. THE GRADE SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FT. (IRC 801.3)
5	RETAINING WALLS (W/ OR SUPPORTING A SLURCHAGE), SWIMMING POOL, AND/OR WINDSCREENS, HEATING SYSTEMS, AND PHOTO-VOLTAIC SEPARATE PLANS, SPECIFICATIONS AND APPLICATIONS ARE TO BE SUBMITTED AND REVIEWED PRIOR TO ISSUANCE OF THESE PERMITS

NUMBER	KEYNOTES	DESCRIPTION



SITE PLAN

SCALE: 1" = 20'-0"

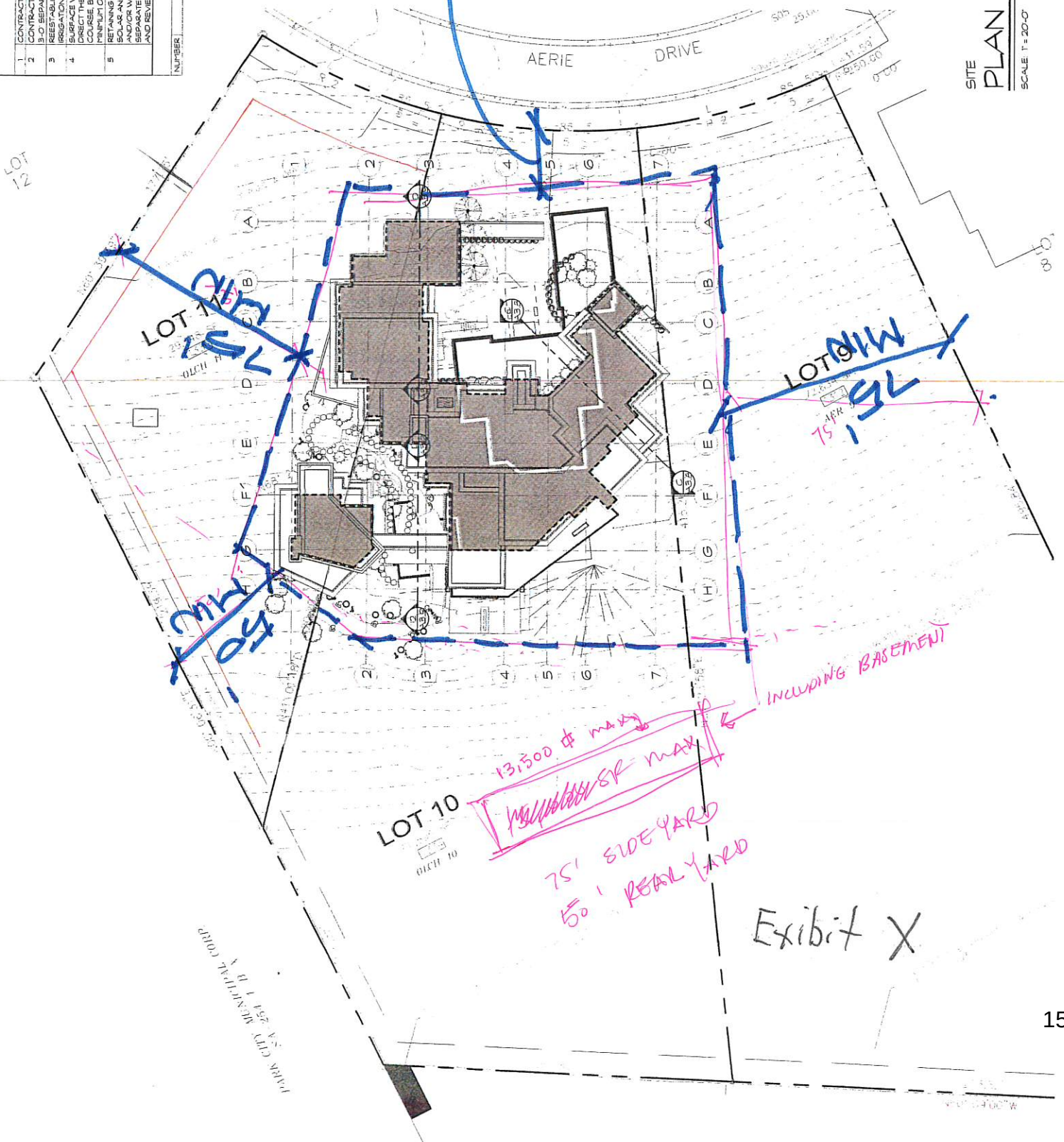


Exhibit X

Council Agenda Item Report

Meeting Date: October 22, 2019

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve a Professional Service Agreement, in a Form Approved by the City Attorney, with Alliance Engineering Inc., in the Amount of \$39,000 to Provide Land Planning and Engineering Services Associated with the Annexation of Property Identified in the Current Annexation Property Plan
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Annexation Services Staff Report](#)

City Council Staff Report

Subject: Professional Service Agreement- Annexation Petition Services

Author: Heinrich Deters

Department: Sustainability

Date: October 22, 2019

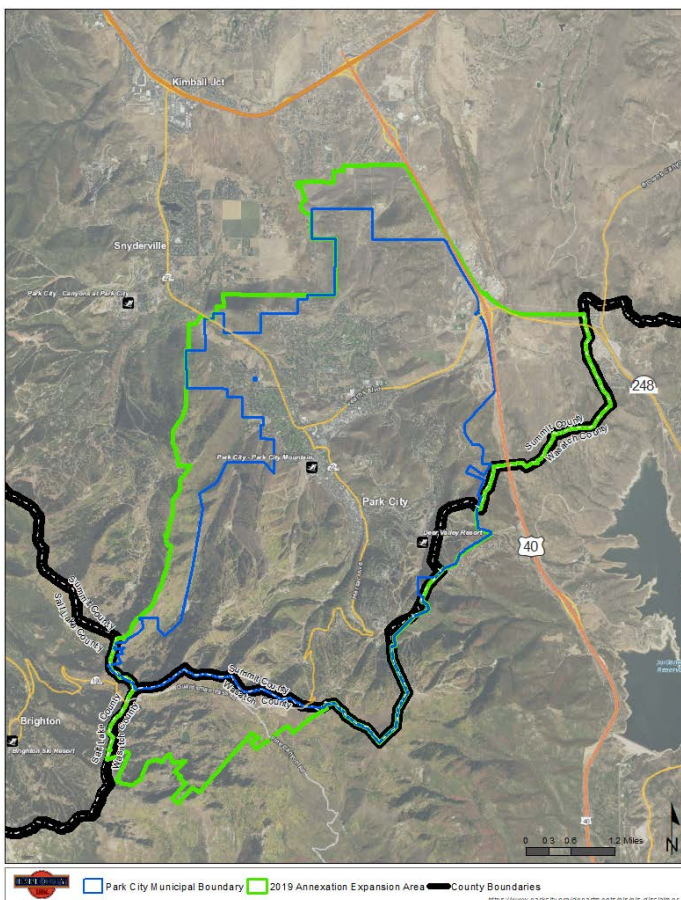
Type of Item: Consent- Award of Contract

Recommendation

Staff recommends Council approve a Professional Service Agreement (PSA), in a form approved by the city attorney, with Alliance Engineering Inc., in the amount of Thirty Nine Thousand Dollars (\$39,000) to provide land planning and engineering services associated with considering the annexation of city-owned property and property not intended for development identified in the current Annexation Property Plan (APP).

Background

On September 12th, City Council approved an APP (green boundary on map), which identified property which might be considered for future annexation petitions. The plan includes significant city-owned open space acreage, currently outside of City limits.



Analysis

PCMC advertised a request for proposals (RFP) for annexation petition services on September 27th. Staff determined that outside expertise and assistance were needed to gather technical information, including but not limited to survey data from a licensed surveyor, environmental and cultural reports, as well as, analysis of any future cost estimates for proposed city services. Staff finds it is prudent to gather this information prior to making any decision to pursue a policy decision related to any future annexation petitions.

The RFP was noticed on the City website and two consecutive editions of the Park Record. Deadline for submissions was 2:00pm October 11th. The scope of the project stated that the proposal to PCMC shall outline an approach and include total costs for meetings, public meeting presentations, and required documentation and deliverables to perform all work identified in the [Annexation Petition Application](#) and subsequent approval process. The proposals should also identify an hourly cost(s) to provide any additional services to complete the annexation petition and process beyond what is anticipated in the stated scope.

PCMC received only one submittal for the RFP. A selection committee of City staff met on Monday, October 14, to review the submitted RFP. The committee finds that Alliance Engineering Inc. is qualified to provide the services required.

Funding for the contract is anticipated to come from the Property, Open Space and Trails Department.

Recommendation

Staff recommends Council approve a Professional Service Agreement (PSA), in a form approved by the city attorney, with Alliance Engineering Inc., in the amount of Thirty Nine Thousand Dollars (\$39,000) to provide land planning and engineering services associated with considering the annexation of city-owned property and property not intended for development identified in the current Annexation Property Plan (APP).

Council Agenda Item Report

Meeting Date: October 22, 2019

Submitted by: Christopher Phinney

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Authorize the City Manager to Enter into a One Year Professional Services Agreement, which may be Renewed for an Additional Two Years (2021 and 2022) in a Form Approved by the City Attorney Not to Exceed \$256,325 Annually between Park City Municipal Corporation and Kane LLC to provide Special Event and Peak Time Period Transportation Operations and Personnel

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Special Events Operations Management and Personnel Staff Report](#)

[Exhibit A: Kane RFP Bid](#)

[Exhibit B: Kane Service Agreement](#)



City Council Staff Report

Subject: Professional Services Agreement for Transportation & Security Personnel during Special Event & Peak Time Periods
Author: Chris Phinney, Special Events Coordinator
Department: Special Events
Date: October 22, 2019
Type of Item: Administrative

Recommendation

Staff recommends City Council authorize the City Manager to enter into a one year Professional Services Agreement, which may be renewed with the consent of City Council for an additional two years (2021 and 2022), in a form approved by the City Attorney, not to exceed \$256,325 annually between Park City Municipal Corporation and Kane LLC to provide Special Event and Peak Period Transportation Operations and Personnel services management.

Background

Background of City Services for Special Events and Peak Time Periods.

- The need for services being requested has evolved since 2005 when City Staff was hired through HR to provide additional pedestrian, parking management, crowd control, traffic, parking, and transit services during Sundance and other major events.
- In 2010, for the first time, service demands during the Sundance Film Festival exceeded staff capacity and outside labor was procured.
- After the 2016 Sundance Film Festival Debrief (March 9, 2017), Council requested major changes to Peak Time/ Special Event Traffic Management including taking additional measures to mitigate traffic and enhance safety. This included programs/operations for other major events, such as Fourth of July and Arts Festival, as well as additional residential mitigation to reduce cut through traffic in residential neighborhoods and manage taxis/TNCs.
- With significant changes to Transportation and Event Mitigation since 2017, internal PCMC Departments are more coordinated and additional services/operational needs have been added for Pedestrian Management, Taxi Management, Parking Management, Bollard Installation and Residential Management. Additionally, Staff has begun to see a need these types of additional services for peak winter days.

Analysis

In order to meet the growing demand on City services, multiple departments have sought outside service providers to assist with residential mitigation, parking management, taxi enforcement, bollard installation and pedestrian management. Departments do not have the staff resources to be able to perform these huge anomalies in operational demand. In an effort to continue to streamline service

providers, staff sought to lump together all of the services that were independently sought by various departments. The following [RFP was posted](#).

Two proposals were received and reviewed by staff. Kane LLC, was determined the most qualified to meet our service needs.

- Kane LLC's qualifications, professionalism and willingness to adapt to the needs of Park City and coordinate with Public Safety and Transportation teams, more specifically, the Service Provider's experience includes more than 3 years of service to Park City through various events and peak times; and
- Kane LLC is willing to meet the City's rigorous indemnity and insurance requirements; and
- Kane LLC's proposal was the lower cost proposal and achieves our goal of reducing cost exposure by selecting a single vendor and creating economies of scale. Including a discounted rate in subsequent years, 10% for 2021 and an additional 5% for 2022.

	2020 Total Contracted Amount (Events & Peak Days) Breakout per Department
Transportation Planning Totals	\$ 132,896.20
Parking Services Totals	\$ 113,440.22
Emergency Management Totals	\$ 6,102.00
Economic Development	\$ 4,709.00
Discount	\$ (822.30)
Total Hours	7,771.00
Total Costs	\$ 256,325.12

There is an increase in services from 2019 to 2020 to include the Sundance services, six regularly scheduled major events and service hours for peak days.

Funding

Funding has been budgeted by Transportation Planning, Parking Services, Economic Development and Emergency Management in the General Fund.

Alternatives for City Council to Consider

1. Recommended Alternative: This is staff's recommendation.

Staff recommends City Council authorize the City Manager to enter into a one year Professional Services Agreement, which may be renewed for an additional two (2021 and 2022) in a form approved by the City Attorney that shall not exceed \$256,325 annually between Park City Municipal Corporation and Kane LLC. to

provide Special Event and Peak Time Period Transportation Operations and Personnel.

Pros

- a. The Service Provider will work in coordination with various departments including Transportation Planning, Public Safety, Special Events, Parking Services, Emergency Management and Streets.
- b. Provides additional Transportation mitigation and services for the general public on Main Street and key intersections, assisting departments with staffing pressures and costs.
- c. The contract helps assure such services are procured for the next three years as staff continues to work to achieve goals regarding Community's critical priority of Transportation.

2. Modify or Continue Alternative:

City Council could modify or continue the Professional Services Agreement. If Council chooses this option, Council should clearly state modification or information requested to return for further discussion.

3. Deny Alternative:

City Council could deny the Professional Services Agreement.

Cons

- a. Event services would be performed by Staff and separate Contracted services. No streamlining of service agreements.

Attachments

Exhibit A - Kane LLC RFP Proposal

Exhibit B – DRAFT Professional Services Agreement & Scope of Services for Transportation & Security Personnel



KANE
SPECIAL EVENT & PEAK TIME PERIOD TRANSPORTATION
OPERATIONS AND PERSONNEL

SPECIAL EVENT & PEAK TIME PERIOD TRANSPORTATION OPERATIONS AND PERSONNEL

- Kane Overview
- Kane Management Team
- Client List
- RFP Response Details
- Appendix A – Pictures of Vest and Baton
- Appendix B – Proposed Schedule and Costs

Kane LLC.

RFP Submitted by:

Kane LLC
724 W 500 S Suite 900
West Bountiful UT 84087

RFP Submission Contact Info:

Shawn Kane
Owner and CEO
shawn@kane.consulting
801-391-5981

Anticipated resources allocated to this project:

Overall Project Lead – Shawn Kane – Owner/CEO of Kane
On-Site Project Coordination- Jay Miller - Events Manager
On-Site Project Coordination – Jon Wallace- Training Manager
On-Site Logistics and Coordination – Lela George- Operations Manager
Project Coordination, Pre-Planning and Staffing – James Price - Operations Manager

Proposed budget

Kane understands budgets are a major condition of all projects regardless of scope and size. Kane has always worked with clients to ensure every dollar spent has purpose and meaning in the security plan and coordination.

Previous clients and provided references

Jake Jensen -Broadway Media VP Promotions and Events
jjensen@bwaymedia.com

Joe Fontaine – Marketing Manager
JoeFontaine@zumiez.com

Lisa Sewell – Utah Arts Festival Executive Director
lisa@uaf.org



Kane Overview

- Kane has been a premier purveyor of all aspects of security and investigative services across the world for over 23 years. The Management Team is comprised of security specialists with extensive education, experience, and training. The Management Team has handled security for conferences, concerts and special events in 80 different countries.
- Our Management Team ensures that our response to our clients' needs, whether they are emergency, urgent or routine, is immediate and thorough. We believe this is the major differing factor between Kane and other firms within the industry. Our high level, pro-active approach and attention to the details are at all times present in our dealings with both our clients and personnel.
- Exceeding our client's expectations is an essential element in our everyday work. A long term commitment to our clientele with the understanding that we want to create a long-lasting business relationships is paramount to our organization.

- | | | |
|----------------------------------|--------------------------------|-----------------------------------|
| ❖ Security Consulting | ❖ Mag and Bag Operations | ❖ AEMT, EMT EMR Trainings |
| ❖ Private Investigations | ❖ Pedestrian Management | ❖ Mag and Bag Training |
| ❖ Special Event Security | ❖ K9 Deployment | ❖ Mag and Bag Trainings |
| ❖ Armed Security Personnel | ❖ EMT's for Events | ❖ EMS, Incident Response Planning |
| ❖ Unarmed Security Personnel | ❖ Safety and Security Programs | ❖ NIMS and ICS Trainings |
| ❖ Taser Certified Personnel | ❖ VIP/Executive Protection | ❖ Mass Casualty Trainings |
| ❖ Medical Personnel - Event EMTs | ❖ Traffic Management | ❖ Specialized Educational Courses |

A FEW OF OUR OTHER VALUED CLIENTS

Kane has been in the Special Event security industry for 23 years. We have coordinated and managed security for events ranging from 10-150,000+ attendees. We have worked extensively with local, state and federal agencies to coordinate the safety and security of attendees and staff pre, during and post event. Kane has worked with several major brands which help us to understand and work with the attendee experience when planning for security. While each event is different in scope and size, Kane has developed a system that is comprehensive and designed to incorporate the best practices in the security industry based on current world trends and events. This system is based upon a standardized framework that is secure yet flexible enough to be applicable across entire events worldwide regardless of the scope or size.

Kane is dedicated to connecting with our clients and creating a long lasting business relationship. Our reputation is based on the excellence of our people and the quality of our work; not as we measure it, but as our clients do. We always strive to exceed the expectations of clients and our retention rate is among the best in our industry. Provided below is a list of events and clients we are currently working with in Utah.

A more extensive list is available here: <http://kaneconsultinginc.net/clients/>

Kane - Utah Valued Events Clients

Utah Arts Festival 2004-2019	Rockin Ribs 2011-2019	Big Ass Show 2011-2013	Urban Arts Festival 2015-2018
Twilight Concert Series 2006-2019	Country Fan Fest 2014-2019	1st Night Salt Lake City 1998-2005, 2010,	Harvest Moon 2000-2019
Red Butte Concert Series 2007-2019	SLC Farmers Market 2001-2018	Cinco De Mayo Festival 2002-2007, 2011	Blues Grass Festival 2009-2019
Living Traditions Festival 2006-2019	North Fork Roots and Blue Festival 2015-2018	Showdown MMA Fights 2009-2015	Utah Brazilian Festival 2012-2019
City Weekly Beer Festival 2015-2019	Park City Balloon Festival 2014-2018	Echo Tours 2010-2011	SLC Eve 2009-2019
Utah Pride Festival 1998-2019	Tour De Utah 2014-2018	Bula Music Festival 2011	Taste Master 2014-2018
Provo Pride Festival 2012-2019	Jordan Park Fire Works 2014-2018	Earthfest 2009-2011	Extreme Yard Sale 2014 – 2018
Utah Blues Festival 2014-2019	Harvest Market 2016-2018	Gallivan Viva SLC 2009, 2013	Extera Event 2006-2008
Greek Festival 2018-19	Reggae Rise Up 2017-2019	South Ogden Days 2010-2011	Maxim Magazine Event 2003-2005
Ogden Arts Festival 2004-2019	Utah Ragnar Relay 2016-2018	Cooler World Musical Festival 2010	American Idol Salt Lake 2013
Ogden Marathon 2009-2019	Red Bull Rampage 2017-2018	Society of Toxicology 2009-2010	Summit Outside 2013
Utah Jazz Festival 2010-2019	Bonanza 2018	WOW Festival 2010	Dew Tour 2010-2012
Ogden Twilight Concert 2015-2019	Salt City Sounds 2017-2018	Snowbird R&B Festival 2009	Red Bull Flugtag 2003-2006
Ogden Equinox 2013-2018	SummerJam 2003-2006, 2010-2015, 2017, 2018	Snowbird Mountain Music Festival 2009	Redfest 2016, 2018
World Cup Concert (PC) 2009-2019	Grand Kerfuffle 2016, 2018	Utah Flash Basketball 2007-2009	Sundance Film Festival 1998-2019
WitchFest 2013-2019		Utah Republican Convention 2008	

Kane - Clients

Kane has worked with several International, major brands and large events in our 24 years in the industry.

A more extensive list is available here: <http://kaneconsultinginc.net/clients/>

Samsung Developers Conference 2013-18

San Francisco Singapore South Korea

Servicenow Knowledge 2016-19

Las Vegas Florida

Workday Rising 2016-2018

Chicago Las Vegas Austria

Netscout 2016, 2018, 2019

Prague Italy Greece

Vivint Gives Back 2012-18

Peru Mexico Romania

Qualtrics 2014-2018- 2019

Utah

TwitchCon Europe 2019

Berlin

Salesforce Dreamforce Conference 2012-17

San Francisco

Salesforce World Tour 2012-17

Tokyo London Copenhagen
Amsterdam Sao Paulo Barcelona
Australia Paris Hamburg
Mumbai Berlin Brussels

30 States Across The Country

Salesforce. Essentials 2014-18

40 States Across The Country

Airbnb Conferences 2015-16

Paris Los Angeles

Shoptalk 2019

Las Vegas

Atlassian Summit 19

Las Vegas

HLTH 19

Las Vegas

VMWare 2016-18

Las Vegas Orlando

Blackberry – Rim Conference 2005-14

Tokyo Canada Singapore
Amsterdam London Israel
Paris South Africa Thailand
Dubai Berlin
30 States Across The Country

Zumiez 2010-19

40 States Across The Country

Olympics Games

1996 Atlanta
2002 Utah
2014 Sochi

KANE TEAM



Shawn Kane is a 25-year veteran of the security and investigative industry. His extensive knowledge is drawn from participating in several different training seminars and educational courses provided by the FBI, Secret Service, CIA, BATFE, ASIS International and local and State Law Enforcement Agencies. He also draws his experience from the involvement in over 1100 hundred surveillance operations, more than a thousand background investigations, and hundreds of security events, scenarios and situations. As well, Mr. Kane has been Director of Security for more than 500+ major events in Utah and across the country including the 2002 Winter Olympic and Paralympic Games. He has worked with major corporations on asset protection, fraud prevention, employee investigations, and employee safety and security. He has designed, written and implemented several hundred operations manuals including evacuation guidelines, incident response guidelines, security operations guidelines, event specific guidelines, and threat assessment manuals. Throughout the years, he has managed and trained over 4000 security staff for all types of security events and protective details. Shawn is certified in the NIMS program taught by FEMA. From 2008 to 2011, Mr. Kane was President of the Private Investigators Association of Utah. Mr. Kane was also Chairman to the DPS PI Hearing & Licensure Board from 2009-2014.



Dan Clark has 18 years experience in the Security and Law Enforcement field. He served 10 years with the Ventura County Sheriff's Department where he had opportunities to work in many various assignments in the Corrections Division such as the Sheriff's Work Farm, a Classification and Gang Unit, a Women's Facility and was a member of the Emergency Response Team. He was instrumental in creating and instituting updates to inmate records database. Part of his duties included the collection and reporting of statistical information. He was tasked with professionally handling sensitive information regarding staff and inmates. After leaving California and returning to his home state of Utah, he moved to the Private Security Field. He worked in the Healthcare Security industry with Intermountain Health Care, where a majority of his time was spent handling mental health crisis patients. In 2009 Dan became the VP of Operations for Kane Inc. He has Managed and supervised thousands of security personnel for all types of events and protective details. He has worked in conjunction with other security directors, event promoters and staff to ensure safe and secure environments during major events. He has worked with major corporations on asset protection, fraud prevention, risk management, employee investigations, employee safety and security guidelines. He has designed, written and implemented several operations manuals.

KANE TEAM



Nathan Cranford has 18 years experience in the Security and Law Enforcement field. He has a Bachelor's in English and a minor in Foreign Relations. He worked for the Florida Department of Corrections as a correctional officer for 7 years. While with the FLDOC, Nathan was responsible for the internal security of the prison including checking the perimeter of the compound, fences, and alarms. He coordinated and participated in training many new correctional officers in correct search, intake, and transport techniques. He has attended and participated in numerous trainings with federal and local law enforcement regarding IED recognition, riot training and arrest techniques, and site and personal protection. He is certified in the NIMS program taught by FEMA. In 2010 Nathan became a Regional Manager for Kane Consulting Inc. He has been the Security Director for hundreds of special events, concerts, festivals and conferences across the country and internationally. Nathan is a certified NRA pistol instructor. He has worked in conjunction with other security directors, event promoters and staff to ensure safe and secure environments during major events. He has worked with major corporations on asset protection, fraud prevention, risk management, employee investigations, employee safety and security guidelines. He has designed, written and implemented several operations manuals.



Troy Kapinos has been in the security industry for 7 years. Troy's knowledge and experience in areas include: event security, corporate security, asset protection, safety and emergency operations, crowd control, loss prevention, executive protection / personal security details, training and planning, emergency management and operations, NIMS, client support, customer service, security consulting both domestic and international, threat /risk assessment and staffing of security, event and medical personnel. Troy's experience has been developed by years of field experience and a wide range of tactical, practical and classroom instruction and training as well as supporting, consulting, staffing and working side by side with a wide range of domestic and international clients from top level executives, celebrities, production companies, promoters, special events, conventions, festival staff, small business owners and the everyday family concerned about their safety, assets and security. Troy has managed, trained and supervised patrol officers, personal protection officers, event security personnel and event staff for all types of security operations for large and small events. Troy has participated in hundreds of hours of classroom, hands on and tactical training and defensive tactics, verbal Judo. Troy has written, trained and implemented several event specific guidelines, operation documents and post orders for the security operations of Kane Consulting. Troy is also a member of the Kane Consulting Emergency Operations Team, Where he works side by side with other Kane managers, Law enforcement, Fire Dept and EMS in implementing and training production teams, event Planner, volunteers and event staff in evacuation plans, incident response and threat assessment. Troy is a certified NRA Pistol Instructor CCW instructor and a PACSCO Unarmed / Armed Security Guard Trainer.

RFP DETAILS

Applicants must meet all Park City Municipal Insurance Requirements.

Kane meets all Park City Insurance Requirements as outlined in Section 8 of the Park City Municipal Corporation Service Provider/Professional Services Agreement. Copies of insurance forms are attached as appendix A.

Applicants must meet all Federal and State Employer Requirements.

Kane meets all Park City Insurance Requirements as outlined in Section 10 of the Park City Municipal Corporation Service Provider/Professional Services Agreement.

Applicants must include all expected equipment costs in bid.

2020 Equipment Costs: \$15,250.00

Vehicles:

Trailers

Pedestrian Management Equipment

Uniforms

Applicants must include statement of what type of training employees receive.

Officers assigned to work on this project may have training and experience including, but not limited to:

All aspects of patrolling and response to safety, medical, and security situations; All levels of training to include understanding of public vs private property issues; Legalities and Liability to Client/Employer/General Public; Necessary use of force, to include conflict resolution through defensive physical engagement; Verbal Judo or similar de-escalation techniques; Special event procedures; Command Presence; Defensive tactics; Interviewing Techniques; Basic investigation; Communication; Incident and Emergency response; First Aid, CPR and AED Certified; NIMS Training; Metal Detector and Bag Search Techniques;

RFP DETAILS

Applicants must include all overtime rates and miscellaneous costs in bid.

Kane has no Overtime Rates anticipated unless the Client requests certain staff stay on post instead of being relieved. These situations require a written request from the Client to Kane as outlined in Section 3 Subsection C of the Park City Municipal Corporation Service Provider/Professional Services Agreement. These Overtime Rates are billed at 1.5 times the billable hourly rate. Overtime Rates are defined as any extended shifts and hours that are performed at the written request of CLIENT

Short Notice Rates are billed at 2 times the billable hourly rate. Short Notice Rates are defined as additional personnel or hours that are performed at the written request of CLIENT with less than four (4) hours notice;

Any Additional requests for staffing within 15 days prior to the event are billed at 1.5 times the billable hourly rate. Fourth of July and Halloween and all major holidays are billed at 1.5 times the billable hourly rate.

No other miscellaneous costs are anticipated at this time.

Attached Appendix B is the proposed schedule and total pricing costs.

Applicants must include all cost for personnel hourly rates.

<i>2020 Hourly Rates:</i>		<i>2021 Hourly Rates</i>	<i>2022 Hourly Rates</i>
<i>Event Staff/Security</i>	<i>\$30.50</i>	<i>\$27.45</i>	<i>\$26.08</i>
<i>Security Supervisor:</i>	<i>\$32.50</i>	<i>\$29.25</i>	<i>\$27.79</i>
<i>Admin Staff:</i>	<i>\$29.50</i>	<i>\$26.55</i>	<i>\$25.22</i>
<i>Bollard Staff:</i>	<i>\$31.50</i>	<i>\$28.35</i>	<i>\$26.93</i>
<i>Kane Manager:</i>	<i>\$34.50</i>	<i>\$31.05</i>	<i>\$29.50</i>

RFP DETAILS

Applicants must include all costs and explanations of costs of any management or administrative fees.

2020 Manager and Admin Costs

Sundance Film Festival

Pre-Event : \$10,500.00
Admin: \$6,500.00
Kane Manager: Hourly

Savor the Summit

Pre-event: \$150.00
Admin: \$100.00
Kane Manager: Not Needed

Fourth of July

Pre-event: \$1000.00
Admin: \$1000.00
Kane Manager: Houly

Arts Festival

Pre-event: \$1200.00
Admin: \$1000.00
Kane Manager: Houly

Tour of Utah

Pre-event: \$950.00
Admin: \$750.00
Kane Manager: Houly

Miners Day

Pre-event: \$150.00
Admin: \$100.00
Kane Manager: Not Needed

Halloween

Pre-event: \$200.00
Admin: \$150.00
Kane Manager: Not Needed

RFP DETAILS

Applicants must include a summary of the training given to applicant employees.

Applicants with prior law enforcement experience/training or a military background as well as potential employees with an educational background in a security related field are given a preference in hiring. Other applicants with extensive Customer Service experience is also preferred. All Applicants attend several training courses prior to assignment. Venue/Site Specific Training, Verbal Judo or similar de-escalation techniques and Special Event Procedures.

Applicant must include a statement of experience providing these services including the size of the other events.

Historical experience in planning and execution of events of this nature

Kane has been in the Event and Conference industry for 23 years. We have coordinated and managed security for events ranging from 10-150,000+ attendees. We have worked extensively with local, state and federal agencies to coordinate the safety and security of attendees and staff pre, during and post event. Kane has worked with several major brands which help us to understand and work with the attendee experience when planning for security. While each event is different in scope and size, Kane has developed a system that is comprehensive and designed to incorporate the best practices in the security industry based on current world trends and events. This system is based upon a standardized framework that is secure yet flexible enough to be applicable across entire events worldwide regardless of the scope or size. Kane understands budgets are a major condition of all projects regardless of scope and size. Kane has always worked with the client to ensure every dollar spent has purpose and meaning in the security plan.

Applicants must include their ability to provide extra personnel if needed.

Kane is a Utah based company with 75 Full Time Security Consultants and a vast network of Independent Security Consultants under contract.

Kane Utah-Based Security Company, Kane Security has both 300+ Employees and Independent Contractors both Part Time and Full Time. Kane has a full Medical Services Company, KCI Medical, with 15 full time Medical Personnel and 150 Independent Medical Contractors on staff. Kane's Investigative Division has 5 full time Private Investigators on staff as well as 2 full time Intelligence Monitoring / Investigators. Kane has 2 full time Dispatchers working from our 24/7 Dispatch Center.

RFP DETAILS

Safety Vests, provided by applicant must be approved by the Park City Special Events Department, and must be worn by applicant's employees at all times while on duty.

The current and planned Safety Vest used will be Grainger.com model number 4CWD5. Picture attached. Appendix A

Applicant must supply lighted wands/baton for each employee on duty which must be approved by the Park City Special Events Department.

The current inventory and planned lighted wand used will be Grainger.com model number 1AGT3. Picture attached. Appendix A

Applicant must provide a sample of the uniform required to be worn by employees, in which the Service Provider's employees may be performing work in extreme conditions including cold and sun. Appendix B

Applicant must provide a description of how they will provide breaks and oversight management to their employees.

APPENDIX A



APPENDIX B



APPENDIX B

See attached proposed RFP Event Security Operation Management Hours & Cost Estimates (Ver1 6-10-19)

Sundance 2020 Costs	Total Hours	Costs
Ped Management, Residence Management, Taxi Management	5393	\$ 132,395.92
Parking Enforcement Posted Staff	1104	\$ 33,672.00
Parking Enforcement, Rover Breakers, Supervisors		\$ 16,250.00
Pre-planning		\$ 6,000.00
Equipment		\$ 6,500.00
On-Site Admin		\$ 5,500.00
	6497	\$ 200,317.92
Arts Festival 2020 Costs	Total Hours	Costs
Residence Management, Taxi Management, Parking Staff, Rover Breakers	262	\$ 7,991.00
Bollard Staff	50	\$ 1,575.00
Supervisors	40	\$ 1,950.00
Pre-planning		\$ 1,200.00
Equipment		\$ 1,000.00
Kane Manager	30	\$ 1,035.00
On-Site Admin		\$ 1,000.00
	382	\$ 15,751.00
Tour Of Utah 2020 Costs	Total Hours	Costs
Residence Management, Taxi Management, Parking Staff, Rover Breakers	93	\$ 2,836.50
Bollard Staff	18	\$ 567.00
Rover Breaker, Supervisor	15	\$ 487.50
Pre-planning		\$ 950.00
Equipment		\$ 500.00
On-Site Admin		\$ 750.00
	126	\$ 6,091.00

Fourth of July 2020 Costs (Holiday Rates)	Total Hours	Costs
Residence Management, Taxi Management, Parking Staff, Rover Breakers	128	\$ 5,856.00
Bollard Staff	8	\$ 380.00
Supervisors	20	\$ 975.00
Pre-planning		\$ 1,000.00
Equipment		\$ 700.00
Kane Manager	20	\$ 1,035.00
On-Site Admin		\$ 1,000.00
	176	\$ 10,946.00
	5 % Discount	-\$547.30
		\$ 10,398.70

Miners Day 2020 Costs (Holiday Rate)	Total Hours	Costs
Parking Staff	30	\$ 1,372.50
Bollard Staff	8	\$ 380.00
Rover Breaker, Supervisor	10	\$ 517.50
Pre-planning		\$ 150.00
Equipment		\$ 200.00
On-Site Admin		\$ 100.00
	48	\$ 2,720.00
	5% Discount	-\$136.00
		\$ 2,584.00

Halloween (Holiday Rates)	Total Hours	Costs
Parking Staff	30	\$ 1,372.50
Bollard Staff	12	\$ 570.00
Pre-planning		\$ 200.00
Equipment		\$ 500.00
On-Site Admin		\$ 150.00
	42	\$ 2,792.50
	5% Discount	-\$139.00
		\$ 2,653.50

Total Project Hours for 2020	7271	\$237,796.12
-------------------------------------	-------------	---------------------

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

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and Kane LLC, a Utah 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

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 Two Hundred Fifty Six Thousand Three Hundred and Twenty Five Dollars (\$256,325).

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

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on November 1, 2020 or

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

earlier, unless extended by mutual written agreement of the Parties. This Agreement, may be renewed for an additional two (2) years for 2020 and 2021, provided both parties execute written notice of consent to renew in writing by August 1 of each year thru 2020.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payment for services provided hereunder shall be made as follows:
Per scheduled event in Exhibit A or Peak Time Period Need, Fifty percent (50%) of the service cost upon receipt of invoice, and the remaining amount of the service cost to be paid within sixty (60) days upon completion of services provided and receipt of invoice.

For each subsequent year, Per scheduled event in Exhibit A or Peak Time Period Need, Fifty percent (50%) of the service cost upon receipt of invoice, and the remaining amount of the service cost to be paid within sixty (60) days upon completion of services provided and receipt of invoice.

The total project maximum funds available are not to exceed Three Hundred Thousand Dollars (\$300,000) annually.

- 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 Economic Development Project Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- 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.

PARK CITY MUNICIPAL CORPORATION

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.
- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to 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

PARK CITY MUNICIPAL CORPORATION

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

for disclosure of documents submitted under a claim of confidentiality.
Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

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

8. INSURANCE.

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

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

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

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

- D. 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. For any claims related to this contract, the Service Provider's insurance coverage shall be primary insurance coverage as respects to PCMC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by PCMC, its officers, officials, employees, or volunteers shall be excess of the Permittee's insurance and shall not contribute with it. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Permittee, its employees, agents and subcontractors.

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.

- E. 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.
- F. The Service Provider shall procure and maintain for the duration of the Agreement crime insurance or a fidelity bond covering employee dishonesty and theft with limits no less than \$500,000 per occurrence (higher if you believe the risk warrants it).

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.

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

- 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 discrimination. The Service Provider shall take such action as may be

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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.

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

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

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

16. TERMINATION.

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

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

17. NOTICE.

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

18. ATTORNEYS FEES AND COSTS.

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

19. JURISDICTION AND VENUE.

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

20. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

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

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

21. ENTIRE AGREEMENT.

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

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

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

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

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

Kane LLC

Address: 724 W 500 S Suite 900

Address:

City, State, Zip: West Bountiful, Ut. 84087

Tax ID#: _____

PC Business License# BL _____

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 2019, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of _____, a Utah 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 Utah corporation.

Notary Public

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “A”

SCOPE OF SERVICES

Special Event & Peak Time Period Transportation Operations and Personnel

Events include but are not limited to: Sundance Film Festival, Park Silly Sunday Market, Savor the Summit, Park City Fourth of July Celebration, Park City Kimball Arts Festival, Tour of Utah, Miners’ Day and Halloween.

Scope of Service includes providing the following tasks:

- I. Bollard Installation Management – Under the supervision of the Special Events and Economic Development Manager or his/her designee and in coordination with Public Safety, the Service Provider is responsible for coordinating Bollard Operations including, but not limited to:
 - Providing a Vehicle to transport bollards on City Owned Storage Trailer from storage area to location of bollard locations;
 - Installation and removal of bollards, per event schedule and operations plan ([example plan](#));
 - Removal of bollards during an event for emergency or other event operational needs.
 - Removal of bollards after the event including properly placing them back on the trailer and taking them to the storage facility.
 - Having materials and tools to complete installation or removal of bollards with them at all times.
 - At least one Bollard installation personnel shall remain onsite for entirety of the event in the need of emergency removal per Public Safety;
- II. Pedestrian Management – Under the supervision of the Special Events and Economic Development Manager or his/her designee and in coordination with the Public Safety and Transportation Planning Departments the Service Provider is responsible for coordinating pedestrian management during events, including, but not limited to:
 - Pedestrian crossing guards at road crossings determined by each event operations plan.
 - Clear and respectful communication with pedestrians and/or passersby
 - Understanding of the positions role to help direct pedestrians safely across roadways, not control traffic or parking.
 - In winter months, with salt provided by the City, keep icy sidewalks in the salted at areas near manned positions.
 - If partnered with Public Safety, employees in the Pedestrian Management positions should follow officer’s lead.
 - At no time during Pedestrian Management should this position be controlling traffic. This position should be controlling pedestrians and helping them cross safely.
- III. Residential Management – Under the supervision of the Special Events and Economic Development Program Manager or his/her designee and in coordination with Public Safety, Transportation Planning and Parking Services Departments, the Service Provider is responsible for to the following:

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- Management of residential neighborhood transportation and traffic flow including restricting vehicles that do not display correct passes to get through intersection and being able to direct them to other streets, while ensuring traffic continues to flow. Staff in this position need to have an understanding of roadways and restrictions to direct traffic that is not allowed to other areas of town;
- If these positions are supported by Park City Police Department, the employees should follow the lead of the PCPD.
- Understanding of traffic directions, overall transportation and parking plans for the event or peak time period.

IV. Parking Enforcement and Services - Under the supervision of the Special Events and Economic Development Program Manager and his/her designee and the Parking Department, the Service Provider is responsible for parking enforcement and services tasks, including, but not limited to:

- Collection of parking fees;
- Coordinating parking area entrance checkpoints;
- Coordinating parking pass area checkpoints and enforcement;
- Managing the entering and exiting of parking areas;
- Monitoring and enforcing loading/unloading activities on designated roadways;

V. Taxi /Shuttle Management - Under the supervision of the Special Events and Economic Development Program Manager and his/her designee, Parking Services and Police Department , the service Provider is responsible for coordinating taxi management at special events, including, but not limited to:

- Managing taxi/shuttle drop and load zones per event operations plan;
- Managing and establishing permitted taxi/shuttle entrance checkpoints;
- Ensuring that those that are not allowed to park in the designated taxi/shuttle areas know how to get to where they can park.

Scheduled Events and Hours

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Sundance 2020 Costs	Total Hours	Costs
Ped Management, Residence Management, Taxi Management	5393	\$ 164,951.50
Parking Enforcement Posted Staff	1104	\$ 33,672.00
Parking Enforcement, Rover Breakers, Supervisors		\$ 16,250.00
Pre-planning		\$ 10,500.00
Equipment		\$ 10,500.00
On-Site Admin		\$ 6,500.00
	6497	\$ 242,373.50
Savor the Summit 2020 Costs	Total Hours	Costs
Taxi Management	16	\$ 854.00
Bollard Staff	20	\$ 630.00
Supervisor/Rover Breaker	16	\$ 520.00
Pre-planning		\$ 150.00
Equipment		\$ 150.00
On-Site Admin		\$ 100.00
	52	\$ 2,404.00
Fourth of July 2020 Costs (Holiday Rates)	Total Hours	Costs
Residence Management, Taxi Management, Parking Staff, Rover Breakers	128	\$ 4,492.00
Bollard Staff	8	\$ 312.00
Supervisors	20	\$ 1,170.00
Pre-planning		\$ 1,000.00
Equipment		\$ 700.00
Kane Manager	20	\$ 690.00
On-Site Admin		\$ 1,000.00
	176	\$ 9,364.00
Arts Festival 2020 Costs	Total Hours	Costs
Residence Management, Taxi Management, Parking Staff, Rover Breakers	262	\$ 7,991.00
Bollard Staff	50	\$ 1,575.00
Supervisors	40	\$ 1,950.00
Pre-planning		\$ 1,200.00
Equipment		\$ 1,000.00
Kane Manager	30	\$ 1,035.00
On-Site Admin		\$ 1,000.00
	382	\$ 15,751.00
Tour Of Utah 2020 Costs	Total Hours	Costs
Residence Management, Taxi Management, Parking Staff, Rover Breakers	93	\$ 2,836.50
Bollard Staff	18	\$ 567.00
Rover Breaker, Supervisor	15	\$ 487.50
Pre-planning		\$ 950.00
Equipment		\$ 500.00
On-Site Admin		\$ 750.00
	126	\$ 6,091.00
Miners Day 2020 Costs	Total Hours	Costs
Parking Staff	30	\$ 915.00
Bollard Staff	8	\$ 252.00
Rover Breaker, Supervisor	10	\$ 345.00
Pre-planning		\$ 150.00
Equipment		\$ 200.00
On-Site Admin		\$ 100.00
	48	\$ 1,962.00
Halloween (Holiday Rates)	Total Hours	Costs
Parking Staff	30	\$ 915.00
Bollard Staff	12	\$ 468.00
Pre-planning		\$ 200.00
Equipment		\$ 500.00
On-Site Admin		\$ 150.00
	42	\$ 2,233.00
Total Project Hours for 2020	7323	
Total Project Costs	\$ 280,178.50	

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

RFP DETAILS

Applicants must include all costs and explanations of costs of any management or administrative fees.

2020 Manager and Admin Costs

Sundance Film Festival

Pre-Event : \$10,500.00
Admin: \$6,500.00
Kane Manager: Hourly

Tour of Utah

Pre-event: \$950.00
Admin: \$750.00
Kane Manager: Houly

Savor the Summit

Pre-event: \$150.00
Admin: \$100.00
Kane Manager: Not Needed

Miners Day

Pre-event: \$150.00
Admin: \$100.00
Kane Manager: Not Needed

Fourth of July

Pre-event: \$1000.00
Admin: \$1000.00
Kane Manager: Houly

Halloween

Pre-event: \$200.00
Admin: \$150.00
Kane Manager: Not Needed

Arts Festival

Pre-event: \$1200.00
Admin: \$1000.00
Kane Manager: Houly

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

RFP DETAILS

Applicants must meet all Park City Municipal Insurance Requirements.

Kane meets all Park City Insurance Requirements as outlined in Section 8 of the Park City Municipal Corporation Service Provider/Professional Services Agreement. Copies of insurance forms are attached as appendix A.

Applicants must meet all Federal and State Employer Requirements.

Kane meets all Park City Insurance Requirements as outlined in Section 10 of the Park City Municipal Corporation Service Provider/Professional Services Agreement.

Applicants must include all expected equipment costs in bid.

2020 Equipment Costs: \$15,250.00

Vehicles:

Trailers:

Pedestrian Management Equipment

Uniforms

Applicants must include statement of what type of training employees receive.

Officers assigned to work on this project may have training and experience including, but not limited to:

All aspects of patrolling and response to safety, medical, and security situations; All levels of training to include understanding of public vs private property issues; Legalities and Liability to Client/Employer/General Public; Necessary use of force, to include conflict resolution through defensive physical engagement; Verbal Judo or similar de-escalation techniques; Special event procedures; Command Presence; Defensive tactics; Interviewing Techniques; Basic investigation; Communication; Incident and Emergency response; First Aid, CPR and AED Certified; NIMS Training; Metal Detector and Bag Search Techniques;

RFP DETAILS

Applicants must include all overtime rates and miscellaneous costs in bid.

Kane has no Overtime Rates anticipated unless the Client requests certain staff stay on post instead of being relieved. These situations require a written request from the Client to Kane as outlined in Section 3 Subsection C of the Park City Municipal Corporation Service Provider/Professional Services Agreement. These Overtime Rates are billed at 1.5 times the billable hourly rate. Overtime Rates are defined as any extended shifts and hours that are performed at the written request of CLIENT

Short Notice Rates are billed at 2 times the billable hourly rate. Short Notice Rates are defined as additional personnel or hours that are performed at the written request of CLIENT with less than four (4) hours notice;

Any Additional requests for staffing within 15 days prior to the event are billed at 1.5 times the billable hourly rate. Fourth of July and Halloween and all major holidays are billed at 1.5 times the billable hourly rate.

No other miscellaneous costs are anticipated at this time.

Attached Appendix B is the proposed schedule and total pricing costs.

Applicants must include all cost for personnel hourly rates.

2020 Hourly Rates:	2021 Hourly Rates	2022 Hourly Rates
Event Staff/Security	\$30.50	\$27.45
Security Supervisor:	\$32.50	\$29.25
Admin Staff:	\$29.50	\$26.55
Bollard Staff:	\$31.50	\$28.35
Kane Manager:	\$34.50	\$31.05
		\$26.08
		\$27.79
		\$25.22
		\$26.93
		\$29.50

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

EXHIBIT “B”

PAYMENT SCHEDULE FOR “EXTRA” WORK

If additional personnel or equipment are requested by Park City, the pricing costs (as outlined in Exhibit “A” herein), will be pre-approved by the Park City Special Events Department in advance in writing, and shall not exceed the amount allowed under Paragraph 1 of the Agreement entitled “Scope of Services”.

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

Council Agenda Item Report

Meeting Date: October 22, 2019

Submitted by: Jonathan Weidenhamer

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Authorize an Amendment to the Park City Municipal Corporation/Park City School District (PCMC/PCSD) Fields Lease to Allow an Additional Year
(A) Public Input (B) Action

Suggested Action:

Attachments:

[PCSD Fields Lease Staff Report](#)

[Exhibit A: Field Agreement](#)

City Council Staff Report

Subject: PCMC/PCSD Lease & Agreement for Use of School (Fields)
Facilities for Recreation
Author: Ken Fisher & Jonathan Weidenhamer
Department: Recreation & Sustainability
Date: October 22, 2019
Type of Item: New Business

Recommendation

Authorize a one year amendment to the PCMC/PCSD Fields Lease.

Summary

- The current 30 year Fields Lease agreement (Exhibit A) expires on November 8, 2019. Park City Municipal Corporation (PCMC), at their sole discretion can extend that agreement for an additional 20 years by providing notice to the Park City School District (PCSD) by November 8, 2019.
- There is no other immediate termination clause or explicit parameters to negotiate, unless however, each party is willing to mutually amend terms.
- The amendment, at PCMC's request, would signify support to allow the school board's master planning process to finish prior to renewing a future long term agreement.

Background

- PCMC and PCSD entered into a standalone, 30 year "Lease and Agreement for Use of School Facilities for Recreation" on November 20, 1990.
- The Lease was negotiated because there was a lack of playing fields in the community and the School District had land for fields but not funding for construction. PCMC paid approximately \$1 million to build the fields (PCHS Baseball, Softball & Little League, Treasure Mountain Fields & North 40 Fields) and provide maintenance and water at no cost. In return, PCMC would have unilateral access to the fields when the PCSD wasn't using them. In addition, PCMC received 300 extra hours of gymnasium use at PCSD gymnasiums and retains field rental revenues.
- PCMC, PCSD and SBSRD also have an Inter local Agreement for Joint Use of Facilities for Recreation. It was renewed in 2012, and again recently in May 30, 2019 ([5/30/19 packet](#)), and relies upon our field maintenance and stewardship.
- The Lease is intended generally to be limited to fields use, but it does include site specific details for each field - General Provisions: *P.5 – 4(c) "Agreement is general in nature to Fields...when deemed appropriate individual site specific plans and maintenance agreements will be approved by Parties..."*). While there is no termination clause in the current lease, only default terms, the parties may jointly agree to modify the terms, as is being proposed with this amendment.
- Terms of the lease (3.e) state If PCSD wants to displace recreation improvements they must provide the City with 12 months written notice and compensate the City for the current value of improvements.

- PCMC (Parks Department) currently spends annually approximately \$213k in maintenance (materials, supplies and equipment) and approximately \$241k in water consumption. Water costs will escalate considerably with rate increases over time.

Analysis

Deferring the decision to extend or not will allow the school master planning process to be completed without artificial constraints and allow flexibility for both parties before any final decisions are made related to the fields lease. Therefore, staff recommends the following amendment to Section 4 of the Lease:

4.0 (a) Subject to prior termination, as provided, the term shall be thirty-one (30-31) years commencing November 8, 1990.

(b) The City, at its sole discretion, may extend the term by twenty nineteen (20 19) years by providing notice to the District of its intent to extend by November 8, 2019 2020.

Financial Implications

Through the lease, local Stakeholders are provided discounted access to the school fields. Staff estimates over \$150,000 in cost savings to local stakeholders as opposed to paying market rental rates. Second, based on a high level estimate of how many visitors permitted special events draw to the PCSD fields, the following economic spending impact may be foregone if we don't have access to the fields for special events & tournaments:

Estimated Direct Sales Tax Revenue for Park City	
# of people	41,790
Avg. \$ per day	300
Total Estimated \$ Spent	\$ 12,537,000
Tax	2.05%
Total Estimated Sale Tax Revenue	\$ 257,009
* estimate on unique visitor to PCMC to use school fields, and a discounted \$# from Chamber's estimated spending/ out of state viz number	

Exhibits

A Ex. E – Fields Lease

EXHIBIT E

AGREEMENT FOR JOINT USE OF FACILITIES FOR RECREATION

LEASE AND AGREEMENT
FOR USE OF
SCHOOL FACILITIES FOR RECREATION

THIS LEASE AND USE AGREEMENT (Agreement) is made and entered into this 22nd day of Nov., 1990 by and between Park City, a Municipal Corporation ("City") and the Park City School District ("District").

IN CONSIDERATION of the mutual promises and other considerations expressed herein, the District and the City agree as follows:

1.0 Premises.

The property covered by this Agreement consists of real property in Park City, Summit County, Utah commonly known as school fields, the legal description of which is set forth in Exhibit "A."

2.0 Lease of Premises and Rent.

The District hereby leases the Premises to the City for one (1) dollar per year, payable in advance, subject to the conditions and restrictions of this Agreement.

3.0 Use of Premises.

(a) The City shall use or cause the Premises to be used for public recreation programs and the construction, renovation and maintenance of facilities for such programs.

(b) The City shall secure written approval according to procedures described in paragraph 5.0 from the District for new facilities (not renovation or maintenance) prior to commencing construction.

(c) The City shall have the responsibility for scheduling use of the recreation fields and improvements.

(d) The District shall be assured priority in the use of the recreation fields for official school purposes by permitting the District to reserve space in advance of the City or other groups and scheduling City activities around the times school is in session.

(e) The District may displace recreation improvements for the construction or development of any school facility provided that the District gives the City twelve (12) months written notice of its intent to displace the improvements and compensates the City for the current value of improvements. The value may be established by mutual agreement or independent appraisal.

(f) The City shall be responsible for the Leased Premises at all times when the premises are not used by the District or its agents. The City expressly assumes the risk, obligation and liability in connection with the Leased Premises except for those times during which the District is scheduled to use the Leased Premises or any part thereof.

(g) The Premises constitute a non-public forum and any use of the Leased Premises for other than District sponsored programs and Park City sponsored recreation programs is subject to approval by the Park City School District Board of Education.

4.0 Term.

(a) Subject to prior termination, as provided, the term shall be thirty (30) years commencing November 8, 1990.

(b) The City, at its sole discretion, may extend the term by twenty (20) years by providing notice to the District of its intent to extend by November 8, 2019.

5.0 Construction and Renovation.

(a) By November 8, 1991 and prior to any major construction, the City shall submit to the District a tentative schedule of improvements and construction.

(b) The City shall not commence construction of new facilities or demolition of existing structures or improvements without prior written consent from the District, which consent shall not be unreasonably withheld.

(c) Once construction is commenced, the City shall diligently pursue completion of the project or phase of construction.

(d) The City shall have the sole and exclusive duty to manage any construction of facilities or improvements on the Leased Premises during the term of the Lease.

(e) Prior to any improvements or construction on the Leased Premises, the City shall submit to the District complete specifications identifying the improvements or construction contemplated by the City and, if possible, plans to be used in connection with the improvement or construction.

(f) The City shall be responsible for managing construction and shall not abandon the construction and shall obtain and commit sufficient money to ensure that the improvements or construction are completed prior to the end of the term of this Agreement. In the event that this Agreement is terminated due to the City's failure to perform the provision of this Agreement during the lease term, the City shall have the responsibility to complete the construction and improvements at its sole cost.

(g) The City hereby agrees that it will expend at least the total sum of \$1,000,000.00 over the term of this Agreement. The City shall expend at least \$25,000.00 for each year until the City has expended at least \$500,000 after which the City need not expend \$25,000.00 per year but shall remain obligated to expend at least the total amount of \$1,000,000.00 over the ^{first term of the term} ten year term of the Agreement to complete improvements to the Leased Premises. The City agrees that this

provision is material and any breach of this provision shall be grounds to terminate this Agreement within the School District's sole discretion.

6.0 Maintenance and Repairs.

The City shall keep and maintain the premises and all structures, improvements, landscaping, lawns and equipment which may now or hereafter be on the premises in good condition and repair, consistent with standards for similar City facilities.

7.0 Utilities and Refuse.

(a) The City shall be entitled to use gymnasium facilities in the Leased Premises for up to 300 hours per year and the District shall pay actual utility costs for these first 300 hours. The School District shall maintain records showing the actual use of the facilities by the City. However, the City shall pay the utility costs at the rate of \$13.50 per hour by the City after the first 300 hours as shown on the School District's records. The City also shall pay actual utility costs for use of the forum and wrestling rooms at Treasure Mountain Middle School for all adult programs in addition to payments for the gymnasium facility. Utility cost for student related programs will not be charged. Every two years the utility rate will be adjusted to reflect the actual costs to the School District.

(b) The City shall arrange and pay all costs for the timely and efficient collection of all refuse from the premises.

(c) The City shall have the sole responsibility to pay operating expenses for the Leased Premises during the term of this Agreement, including janitorial, utilities, garbage collection, repairs and maintenance.

(d) The City shall pay and provide for the maintenance, repair and operation of the Leased Premises during the term of the Lease.

8.0 Indemnification and Insurance.

(a) Each party covenants and agrees to indemnify, hold harmless and defend the other, its agents and employees from all fines, suits, claims, demands and actions of any kind and nature, including attorney's fees, by reason of any and all of the uses or operations hereunder. The City and District agree to assume all the risks in the operation of their own recreation programs and facilities hereunder and will be solely responsible and answerable in damages for any and all accidents or injury to persons or property. City agrees to indemnify, hold harmless and defend School District, its agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions hereunder or the operation of the City's recreation programs on said premises. The School District agrees to indemnify, hold harmless and defend City, its agents and employees

from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of its use of the Premises.

(b) Each party shall maintain Public Liability Insurance to protect patrons and participants on the premises. Each party shall carry a policy of general liability insurance in an amount of at least \$1,000,000 per person and \$1,000,000 per incident or occurrence. The City shall be named as an additional insured on the School District's policy and the School District shall be named as an additional insured on the City's policy. A certificate of insurance with a 30-day cancellation notice provision shall be provided to each party on or before the lease commencement date and be maintained continuously during the term of this lease. In addition to the liability insurance set forth above, the School District will procure, and keep in full force and effect during the term of this lease, Fire and Extended Coverage Insurance on its improvements, fixtures and equipment to the full insurable value of the same and will furnish the City with evidence of such coverage. The City shall likewise procure, and keep in full force and effect during the term of this lease, Fire and Extended Coverage Insurance on its leasehold improvements to the full insurable value of the same and furnish the School District with evidence of such coverage. Each party may carry whatever additional insurance they deem appropriate.

9.0 Title of Improvements.

Any improvements constructed on the Premises by the City which constitute "fixtures" shall be the property of the District and shall become the District's property at the conclusion of this Agreement without compensation to the City. "Fixtures" as used herein shall mean any improvement which cannot be removed from the Premises without some damage to the existing walls, floors, ceilings or other parts of existing structures. Any improvements to the Premises installed by the City which do not constitute fixtures shall be the property of the City upon termination of this Agreement and the City shall be entitled to remove such improvements without compensation to the District. Upon termination of this Agreement, the City may remove fixtures only upon receipt of prior written approval from the District. As a condition to removal of any improvement by the City, the City shall restore the Premises to the same condition as before the improvement in question was made.

10.0 Other Obligations of the District.

(a) Commencing November 8, 1990 and continuing through the term of this Agreement the District will permit the City free use of school buildings for recreation programs except as described in 7.0 above.

(b) The District shall schedule use of school buildings to avoid conflict with school programs and other commitments while assuring reasonable access to school buildings for recreation programs.

(c) The District shall provide for utilities and janitorial services for the buildings during normal uses by the City. If requested by the District, the City will be responsible for opening and closing the buildings and general clean-up following City use. If City use results in damages requiring repairs

in excess of \$25.00 the City shall reimburse the District for their actual cost to perform said repairs.

11.0 Joint Use Committee.

(a) The City and District shall establish a committee to advise on the operation of this Agreement including the design, scheduling and use of facilities addressed in the agreement. This committee, which shall be known as the Joint Use Committee (Committee), shall consist of two District representatives and one citizen appointed by the District and two City representatives and one citizen appointed by the City. The Committee shall meet annually in May and other times as may be necessary.

(b) In the event that Summit County (the "County") desires to use the Leased Premises for any purpose consistent with Paragraph 3.0(g) of this Agreement, the City shall grant priority scheduling to the County as requested subject only to use by the School District first and/or the City second but before all other persons and/or entities that may desire to use the Leased Premises.

12.0 Default.

(a) The City shall be in default of this Agreement if it does any one of the following:

- (1) Fails to keep and maintain the premises and all structures, improvements, landscaping, lawns and equipment in good condition and repair as required under paragraph 6.0 of this Agreement after receiving 15 days prior written notice to correct or repair as required.
- (2) Abandons use of the premises for the period of twelve (12) months.
- (3) Fails, after ninety (90) days written notice from the District, to perform or observe any condition or obligation of this Agreement.
- (4) Fails to expend at least \$1,000,000.00 toward capital improvements by November 8, 2000, as provided in Paragraph 5.0(g).

(b) The District will be in default of this Agreement if it fails, after ninety (90) days written notice from the City, to perform or observe any condition or obligation of this Agreement.

(c) In the event of default by any party, the non-defaulting party may demand for cure, seek specific performance, rescission or any other equitable or legal remedy. In the event a civil action is commenced to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of its costs of suit, including a reasonable attorney's fees.

13.0 Notice.

Notice required by this Agreement may be given by mail, postage prepaid, to the following addresses and will be deemed to have been given when posted, properly addressed as follows:

Park City School District
Attention: School Superintendent
1250 Iron Horse Drive
P.O. Box 680310
Park City, Utah 84060

Park City Municipal Corporation
Attention: City Manager
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060

14.0 Complete Agreement.

This Agreement and the exhibit attached hereto constitute the entire agreement of the parties hereto with regard to the matters addressed herein. This Agreement and its Exhibit may be amended only by written agreement of the parties, signed by both parties hereto. No action or inaction of the parties shall constitute waiver, amendment or modification of the terms of this Agreement without a written, mutually signed amendment.

15.0 Severability.

In the event a portion or portions of this Agreement are adjudged to be void or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

16.0 Authorization.

The minutes of the respective Board meetings of the City and the District authorizing this Agreement are attached hereto as an Exhibit.

DATED this 20th day of Nov, 1990.

PARK CITY MUNICIPAL CORPORATION

Attest:

Carla L. Sheldon

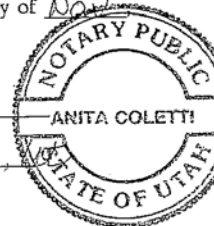
Bradley A. Olch
Mayor Bradley A. Olch

STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

The foregoing Agreement was acknowledged before me on the 20th day of Nov. 1990 by Bradley A. Olch, Mayor of Park city Municipal Corporation.

My Commission Expires:
9/1/91

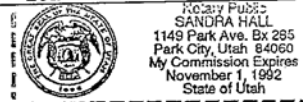
Anita Coletti
NOTARY PUBLIC
Residing at Park City, Utah



DATED this 13th day of Nov., 1990.

PARK CITY SCHOOL DISTRICT

Eugene S. Lambert
By: Eugene S. Lambert
Its: Board of Education President



STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

The foregoing Agreement was acknowledged before me on the 13th day of Nov. 1990 by Eugene S. Lambert, the Board of Education President of the Park City School District.

Sandra Hall
NOTARY PUBLIC
Residing at Park City, Utah

My Commission Expires:
Nov. 1, 1992

d:\bce\1032-01\1032-01.22A

