



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
May 5, 2016**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, May 5, 2016.

CLOSED SESSION

2:00 p.m. To Discuss Property, Personnel and Litigation

WORK SESSION

3:10 p.m. – Council Questions and Comments

3:20 p.m. – Discuss the Creation of a Youth City Council in Park City **PAGE 4**

4:20 p.m. – 2016-17 City Manager's Recommended Budget: Presentation and Review **PAGE 7**

5:20 p.m. – Update on the Recreation Facilities Master Plan (RFMP) that Park City Recreation, Basin Recreation and the Park City School District (PCSD) are Working to Complete by July, 2016 **PAGE 38**

5:40 p.m. – Discuss Proposed Amendments to Municipal Code Title 4, Chapter 8 regarding creation of a Film Permit Code **PAGE 41**

REGULAR MEETING

6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Planning Commission Applications - Timing of Process

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

IV. CONSENT AGENDA

1. Consideration to Approve the Extension of the Contract to Blynco, Inc. in a Form Approved by the City Attorney in the Amount Not to Exceed \$78,301 **PAGE 48**

2. Request to Authorize the City Manager to Sign the Service Provider/Professional Services Agreement with Keller Construction for Professional Services Related to the Construction of the Kimball Junction Transit Center in the Amount of \$2,873,956 in a Form to be Approved by the City Attorney **PAGE 67**

3. Request to Authorize the City Manager to Enter into a Contract Addendum with Landmark Design, in a Form Approved by the City Attorney's Office, for the Services of Completing a Recreation Facilities Master Plan in the Amount of \$123,850 **PAGE 129**

4. Request to Authorize the City Manager to Enter into Agreements in a Form Approved by the City Attorney's Office With: Staker Parson Companies, for Rotomilling, Pavement Overlays, and Utility Adjustments in the Amount of \$605,533.92; Morgan Pavement, for Type II Slurry Seals, in the Amount \$117,805.93; Ridge Rock, for Crack Seal, in the Amount \$86,724.00; Holbrook Asphalt, for Trail Seal Coat in the Amount of \$25,911.90; and Advanced Paving & Construction, for Removal and Replacement of Concrete Gutter in the Amount of \$182,250.00 **PAGE 136**

V. NEW BUSINESS

1. Consideration of Resolution 10-2016, a Resolution Recognizing May 2016 as Mental Health Awareness Month in Park City **PAGE 143**

2. Park City Mountain End of Ski Season Recap 2015-2016 **PAGE 150**

3. Consideration to Approve Fee Reductions in City Services for Special Events Including the Tour of Utah in the Amount of \$35,000.00 (Thirty Five Thousand Dollars) and 4th of July Celebration in the Amount of \$44,933.00 (Forty-Four Thousand, Nine Hundred and Thirty-Three Dollars) **PAGE 151**

(A) Public Hearing

(B) Action

4. Consideration to Approve Ordinance 2016-19, an Ordinance Adopting a Tentative Revised Budget for Fiscal Year 2016 and a Tentative Budget for Fiscal Year 2017 for Park City Municipal Corporation and Its Related Agencies and Authorizing the Computation of the Property Tax Rate at a No Tax Increase Rate **PAGE 171**

(A) Public Hearing

(B) Action

VI. ADJOURNMENT

VII. PARK CITY REDEVELOPMENT AGENCY

A. ROLL CALL

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

C. NEW BUSINESS

1. Consideration to Approve a Real Estate Purchase Contract (REPC) in the Amount of \$1,100,000 with Emmett Family Trust 2015 for Parcel Number SRNYK-2, Located at 1364 Woodside Avenue **PAGE 179**

VIII. CLOSED SESSION (CONTINUED)

To Discuss Property, Personnel and Litigation

IX. ADJOURNMENT

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

Posted: See: www.parkcity.org



DATE: May 5, 2016

TO HONORABLE MAYOR AND COUNCIL

Council Member Beerman and Meg Ryan with Utah League of Cities and Towns will discuss the benefits of having a youth city council in Park City.

Respectfully:

Michelle Kellogg, City Recorder

To the Hon. Mayor and Park City Council members:

Date: April 26, 2016

Re: Creation of a Youth City Council in Park City

My name is Megan Ryan and I am a Park City resident who used to work for Park City Government and now works with the Utah League of Cities and Towns in Salt Lake (www.ulct.org). I work with cities and towns throughout the State in land use matters. Our organization also sponsors a Legislative Day on Capitol Hill each January where we host all the Youth City Councils in the state for a day of talks, debates and lunch. I have been working with the support of Park City Councilmember Andy Beerman to see if we can start a youth council here in Park City. Over this last year, through the great efforts of a teacher, Michelle Dieterich at TMJHS, we have been able to get some interested students to see if we can start a Youth City Council.

We have a group of 8 students that will be sophomores and juniors next year at PCHS and they have put together a proposal for you to create a Youth City Council here in Park City. They have developed a charter, an application form for members and a budget. If the students are successful in garnering Council support, then the plan is to form a club at the High School next year and recruit more general members and set up a schedule for meetings with the Park City Council and define a project to work on for the year. Mr. George Murphy at the High School has offered to help us with the setup and the use of his room next year. I would work with them and the City Council as an advisor. Julie Davis, the director of the Utah Association of Youth City Councils, will also be at the meeting to answer any questions.

What is a Youth City Council?

A youth city council is a city sponsored organization made up of local high school students. They do service for the city, and in the process learn more about local government. They elect a Mayor and Council and have general members. Through the YCC they have a chance to speak at city council meetings, shadow city employees, sit on advisory boards, and work together. They set their own agenda with the help and direction of the City Council.

There are over 60 in the state and they belong to the Utah Association of Youth Councils <http://utahassociationofyouthcouncils.com>. The first Youth Council was established as a cooperative project between locally elected officials in Hyrum, Utah and Utah State University in the early 1970s. Youth Councils are locally sponsored youth education and development programs that use community volunteers who become mentors to teach adolescents how to work within their local political system. The "Youth Council Program" focuses on the four areas of

1. Leadership education & development
2. Providing practical local government knowledge and experience
3. Increasing communication between youth and adults
4. Providing service opportunities for young people to contribute to and benefit from their communities.

Specifically, the group will be asking for your support, a council member (s) to work with us and an initial budget. The students will present their ideas to you at your work session.

Thanks for your consideration!

Meg



DATE: May 5, 2016

TO HONORABLE MAYOR AND COUNCIL

The City Manager Recommended Budget will be presented and adopted by City Council on May 5th. Over the next five weeks staff will present various aspects of the budget to Council. This week staff will give an introductory overview of the Budget and the budget process. Council should provide direction to staff on any recommended changes to the Final Budget over the next 6 weeks. On June 16th, the City will hold a public hearing and City Council will adopt the Final Budget.

Respectfully:

Michelle Kellogg, City Recorder



City Council Study Session Report

Subject: City Manager’s Recommended Budget
Author: Jed Briggs, Nate Rockwood & Brooke Moss
Department: Budget, Debt, & Grants and Human Resources
Date: May 5, 2016
Type of Item: Legislative

Executive Summary:

The City Manager Recommended Budget will be presented and adopted by City Council on May 5th. Over the next five weeks staff will present various aspects of the budget to Council. This week staff will give an introductory overview of the Budget and the budget process. Council should provide direction to staff on any recommended changes to the Final Budget over the next 6 weeks. On June 16th, the City will hold a public hearing and City Council will adopt the Final Budget.

Acronyms

BFO – Budgeting for Outcomes
FY- Fiscal Year
CIP – Capital Improvement Plan
RDA – Redevelopment Authority
FIAR - Financial Impact Assessment Report
CEMP – Comprehensive Emergency Management Plan
P&P - Personnel Policies and Procedures
SLAC – Service Assessment Committee

Background:

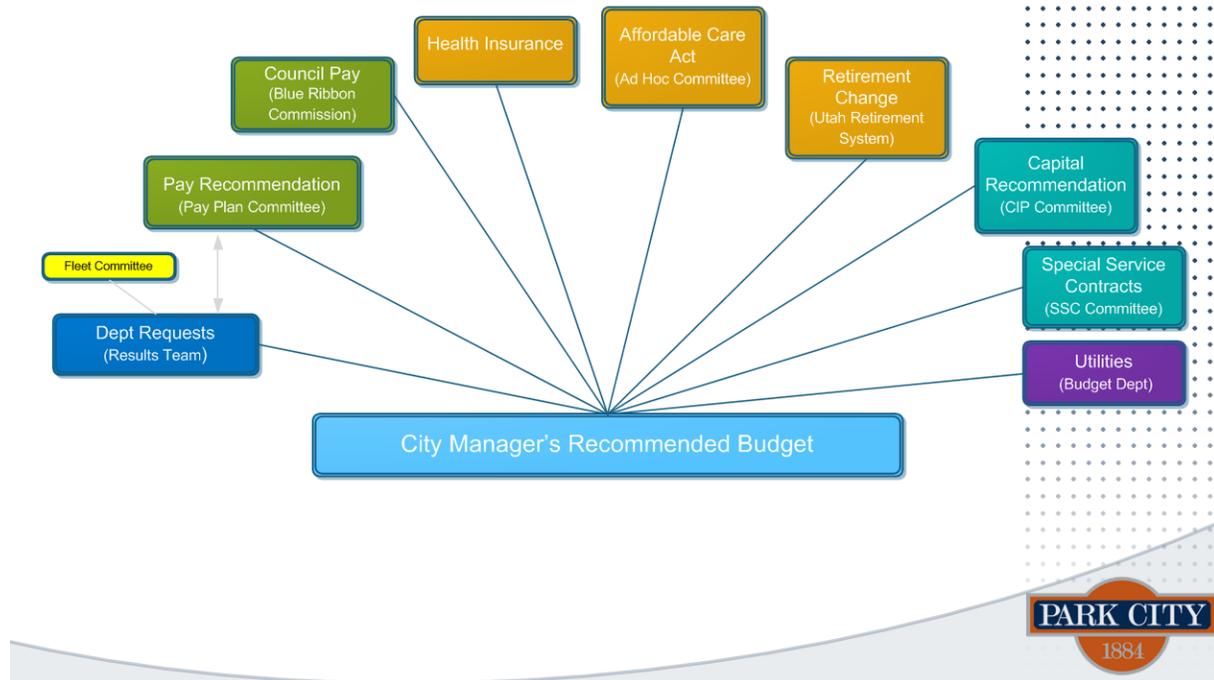
This budget season will be the first year of the budget biennium. Between now and June we will be working on adjusting the FY 2016 Budget as well as developing the FY 2017 Budget and FY 2018 Plan.

The City Manager’s Recommended Budget is constructed drawing upon Council input and direction received during the Council Retreat in March, as well as Council input received during work sessions and study sessions throughout the year. During a Council work session (Mar. 3), Council was presented with the Financial Impact Assessment Report (FIAR) projection of the City’s expenditures and revenues over the next ten years. In essence, the FY17 budget has to fit within the confines of the FIAR’s projected expenditure increases (based off of a 10-year historical analysis of an average annual increase of Park City’s expenditures), approved by Council. The funding level recommendation has to account for what could be considered “inflationary” increases like Pay Plan, health insurance, and retirement as well as more discretionary increases such as departmental requests and CIP enhancement.

Below are the City’s Long-Term Budget Strategies for crafting the City Manager’s Recommended Budget:

1. Budget draws upon Council input from Council Retreat and FIAR projections as a guide
 - Priority-driven operating budget based upon Council's Critical and Top Priorities, goals, objectives, and desired outcomes
2. Two-year budget process with fewer budget requests coming in the "off-year" (This year, FY 17 is a "on-year" for the budget; the "off-year" is FY18 in this particular biennium budget)
 - Second-year budget requests that will be considered are ones that
 - i. will come with revenue offsets;
 - ii. are accompanied by expense reductions, or that;
 - iii. are required by law; or
 - iv. are necessitated by market/environment changes that happened since the last budget adoption (since the adoption of the FY15 budget, in this case)
3. The budget proposal is initially developed by several budget committees made up of cross-departmental staff:
 - Committees include Results Team as well as CIP, Pay Plan, Benefit, and Fleet committees and any other ad hoc committees needed for unique circumstances
 - Results Team will make recommendations by considering BFO score, department manager's request, established need, available resources, and performance measures
4. All operating and capital budget requests should be considered during the budget process
5. Any General Fund budget surplus should be used for capital projects

BUDGET RECOMMENDATIONS



Utah State law requires that the City Manager present to Council a balanced budget at the first regularly scheduled Council meeting in May. A balanced budget is defined by Utah Code: “The total of the anticipated revenues shall equal the total of appropriated expenditures.” The proposed budget must be available for public inspection during normal business hours after it has been filed with the City Council. Per state code a tentative budget must be submitted to city council on or before the first scheduled meeting in May. The council then adopts the tentative budget and then begins to make it its own by modifying and amending it. Between the first City Council meeting in May and the presentation of the Final Budget on June 16, the Council has the opportunity to review the proposed budget, consider public comment, and finally, adopt a balanced budget. Before June 22 the Council must adopt either a tentative budget if the certified tax rate is to be exceeded (tax increase) or a final budget and proposed tax rate (no tax increase). If there is a property tax increase, the Council holds an additional public hearing before adopting the budget in August.

The high level timeline for the strategic planning and budget process was provided to City Council during their annual retreat and is as follows:

ID	Task Name	Start/Ongoing	Finish	Duration	2016												
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1	Council Retreat	3/9/2016	3/11/2016	3d													
2	Results Team deliberation	2/17/2016	3/30/2016	31d			■	■									
3	Quarterly Goal Update (Q3.FY16)	4/1/2016	4/15/2016	11d				■									
4	Council Budget Hearings	5/6/2016	6/16/2016	30d					■	■							
5	Quarterly Goal Update (Q4.FY16)	7/1/2016	7/15/2016	11d							■						
6	Business Plan FY16 Update	7/1/2016	9/1/2016	45d							■	■					
7	Biennial Plan FY17 & 18 Revision	7/1/2016	9/1/2016	45d							■	■					
8	Quarterly Goal Update (Q1.FY17)	10/3/2016	10/17/2016	11d												■	
9	BFO Departmental Submission	11/24/2016	12/21/2016	20d													■
10	Biennial Plan FY17-18 Off-year Update	12/16/2016	1/17/2017	23d													■
11	Quarterly Goal Update (Q2.FY17)	1/2/2017	1/16/2017	11d													

The timelines and process for the budget hearings is detailed below:

Mar 3 – FIAR presentation budget kickoff (Biennial Strategic Plans update).

May 2 - Staff delivered the City Manager’s Recommended Budget (Tentative or Proposed Budget) to City Council. Discussion/action is slated for these dates as follows, barring changes as needed:

May 5 – Presentation and adoption of the Tentative Budget, Budget Overview & Timeline, Update of Financial Impact Assessment Report (FIAR), and Benefits (pay plan & health insurance). Presentation and adoption of the Tentative Budget.

May 12 – CIP & RDA Budgets

May 19 – Operating Expenditures - Biennial Plan Team Presentations, Fee Changes and Special Service Contracts.

June 2 – Personnel Policies and Procedures (P&P) Manual, City Fee Resolution, Council Compensation, Budget Policies, Outstanding Budget Issues, Adopt CEMP update by resolution, and transit model

June 16 – Presentation & Adoption of Final Budget (if no property tax increase – staff is not recommending a property tax increase), Adoption of Provisional Budget (if property tax will be increased)

Analysis:

Park City Municipal Long-term Strategic Plan

The Community Vision (Keeping Park City “Park City”) is the foundation of any long-range plan, is aspirational in nature and articulates the desired future state of the community in 2030. It is intended to inspire stakeholders to a common goal and to guide

policy and resource allocation decisions. Used properly, it can outlast short-term philosophical shifts or priority changes to ensure the City's progress continues along a path consistent with its residents' shared values. By the same token, making the vision transparent and continuing to engage the community around it ensures the opportunity for it to evolve along with the residents. The Community Vision was created based on extensive feedback from residents who expressed their desire to maintain many of the current characteristics of the city they call home.

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

A Complete Community:

Stemming from the roots of the Community Vision & Values is the concept of a complete community. During the Council Retreat Council defined a complete community as follows:

- **Complete Representation**
 - Multi-cultural, non-discriminatory, diversity, inclusion
 - All ages, incomes, races, occupations, religions, beliefs and preferences
- **Complete Life Cycles**
 - From cradle to cane
 - Family's that continue in the community
- **Complete Infrastructure**
 - Fundamental (or essential) first
 - Roads, water, safety, energy, wellness and transportation
- **Complete Services or Amenities**
 - Schools, libraries, arts & culture, grocery, parks, restaurants, shops, recreation, and government
- **Complete Economy**
 - Resort economy balanced with local and connected economies within the community
- **Complete Environment**
 - Preserved natural resources
 - Carbon neutral
 - Open Space
- **Complete Engagement**
 - Citizen involvement
 - Responsive government
 - Stewards of the public trust
- **Complete History**
 - Protecting all our pasts to tell the story to the future
 - Historic preservation of buildings & structures
- **Complete Design**

- Artful relationship of building that is sensitive to the site, neighborhood, regional vernacular, and environment

During the 2016 City Council Retreat, Council also discussed turning the concept of a complete community into the mission statement of the City. Currently, the statement the resonated the most with Council is ‘Evolving and sustaining a complete community.’

Council Goals:

While Park City residents want to preserve the historic character and small town feel of the City, many residents during the community visioning sessions also expressed concern about the lack of housing affordability, limited job opportunities outside of the service industry, the need to cultivate diversity and the fragility of a snow-dependent economy. They believed that, left unaddressed, these issues would threaten the future of Park City. These concerns are reflected throughout the Vision and are addressed more specifically by the Council Goals. The four Council Goals represent what the leadership of Park City Municipal Corporation believes is most essential in focusing its attention and resources on in order to realize the Community Vision. The Goals were reviewed and updated during the 2016 City Council Retreat in March. These goals are:

- Preserving & Enhancing the Natural Environment
- Thriving Mountain Community
- A Complete Community that Values Historic Preservation, Economic Diversity and the Arts & Culture
- Engaged & Effective Government and Involved Citizenry

The Goals are a key component of Park City Long-term Strategic Plan, not only for Council but for residents and Park City staff as well. They provide a philosophical foundation for the Council in its role as a policymaking body. For residents, the Goals provide a detailed definition of success. For Park City staff, they provide guidance on how to manage finite resources in the face of nearly infinite expectations. The Community Vision & Values, Mission Statement, and Goals are shown together in the graphic below for more clarity:



Park City Municipal Long-term Strategic Plan

Desired Outcomes:

In order to ensure results and accountability, Desired Outcomes were built into the City’s Strategic Plan grouped together by Council’s Goals. The Desired Outcomes are observable effects that visibly demonstrate success in each Goal area. They are the guideposts for making funding and planning decisions. They help determine if we are moving the “dial” on achieving Council’s objectives. The Budgeting for Outcomes process is tied intrinsically to the Desired Outcomes, which help ensure that resources are allocated to the most effective efforts related to achieving the community’s vision. The Desired Outcomes were reviewed and updated during the City Council Retreat in March. These Desired Outcomes are below:

Thriving Mountain Community

- Exceptional and world-class recreational opportunities, facilities, parks and programs
- Balance between tourism and local quality of life
- Varied and extensive event offerings
- Unique and diverse businesses
- Accessibility during peak seasonal times
- Well-utilized regional public transit
- Walkable and bike-able community
- World-class, multi-seasonal resort destination

Preserving and Enhancing the Natural Environment

- Abundant preserved and publicly accessible open space
- Manage & Improve Storm Water Systems to Protect Stream and

Provide Safe, Reliable, and High Quality Drinking Water
Optimize Resource Conservation & Energy Efficiency
Maintain High Quality & Sustainable Water Resources
Reduced municipal, business and community carbon footprints
Economically and environmentally feasible soil disposal
Enhanced conservation efforts for new and rehabilitated buildings
A Net Zero Carbon Government by 2022 and City by 2032

A Complete Community that Values Historic Preservation, Economic Diversity, and the Arts & Culture

Residents live & work locally
Affordability and job opportunities
Skilled, educated workforce
Entire population utilizes community amenities
Community gathering spaces and places
Physically and socially connected neighborhoods
Vibrant arts and culture offerings
Diverse population (racially, socially, economically, geographically, etc.)
Protected and celebrated history
Safe Community

Engaged & Effective Government and Involved Citizenry

Fiscally and legally sound
Engaged, capable workforce
Well-maintained assets and infrastructure
Engaged and informed citizenry
Streamlined and flexible operating processes
Ease of access to desired information for citizens and visitors
Strong working relationships with other regional governments

Council Priorities:

In February of 2014 Council held a Retreat and established thirteen priorities. The idea was to bring high focus to issues the City needs to “get right” and to be able to see progress on these issues by highlighting them and continually discussing them. In December 2014, in an effort to bring increased attention to certain items, City Council reworked the thirteen identified priorities into three separate categories: two Critical Priorities, three Top Priorities, six High Priorities and dropped two from the list. ([Link](#)). In September 2015 Council then moved Carbon Reduction & Energy Conservation into the Critical Priorities. ([Link](#)). In March 2016 during the Council Retreat, Council simplified this list and combined the Top and High Priorities.

Critical Priorities

If we don't get these right, could have a significant negative impact on our community:

Housing: Middle Income, Attainable & Affordable Housing

Transportation: Congestion reduction; local & regional plans

Energy: Energy Conservation, Renewable Energy & Carbon Reduction, and Green Building Incentives

Top Priorities

City Council would like to see significant progress on these:

Affordability

Improve Multi-cultural Citizen Involvement

Clean Soils Plan

Historic Preservation

Lower Park Avenue Redevelopment Plan

Open Space Acquisition

Regional Collaboration

Water Conservation

The Council Priorities were developed after the adoption of the City's Strategic Plan. Since the Council Priorities have risen to a prominent level at the City, it makes sense to include them in the discussion of the City's Strategic Plan. Combining the Desired Outcomes with the Priorities helps to see Council's most pertinent and valued areas of focus. The graphics below highlight the combination of these two lists while also showing where funding is being recommended for the FY 2017 budget.

In the charts below a dollar sign (\$) indicates Annual Operating Budget recommended new funding allocation. A dollar sign and CIP (\$CIP) indicate recommended capital improvement funding.

A COMPLETE COMMUNITY THAT VALUES HISTORIC PRESERVATION, ECONOMIC DIVERSITY, AND THE ARTS & CULTURE

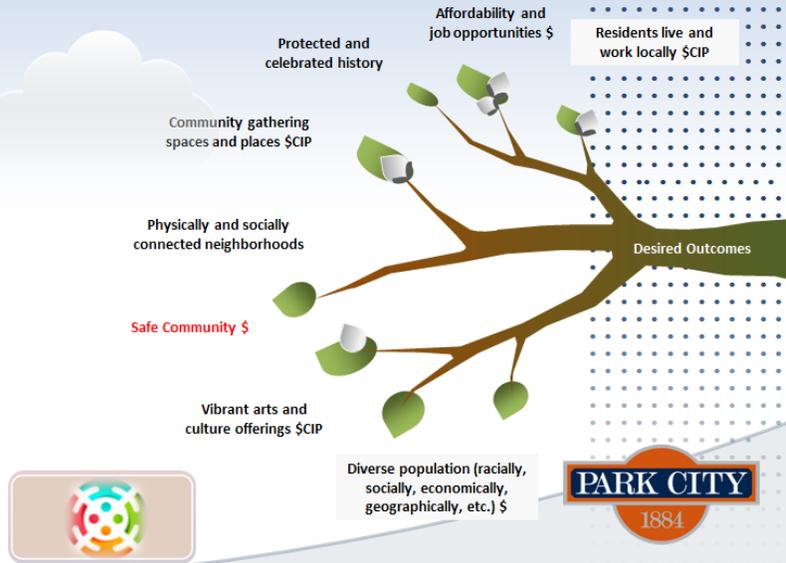
Council Priorities

Critical

- Housing: Middle Income, Attainable & Affordable Housing \$CIP

Top

- Affordability \$
- Lower Park Avenue Redevelopment Plan \$CIP
- Historic Preservation



PRESERVING & ENHANCING THE NATURAL ENVIRONMENT

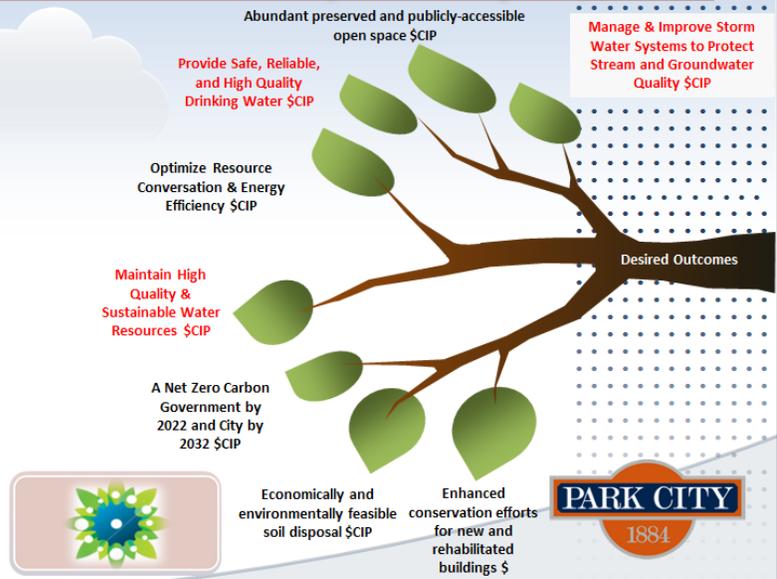
Council Priorities

Critical

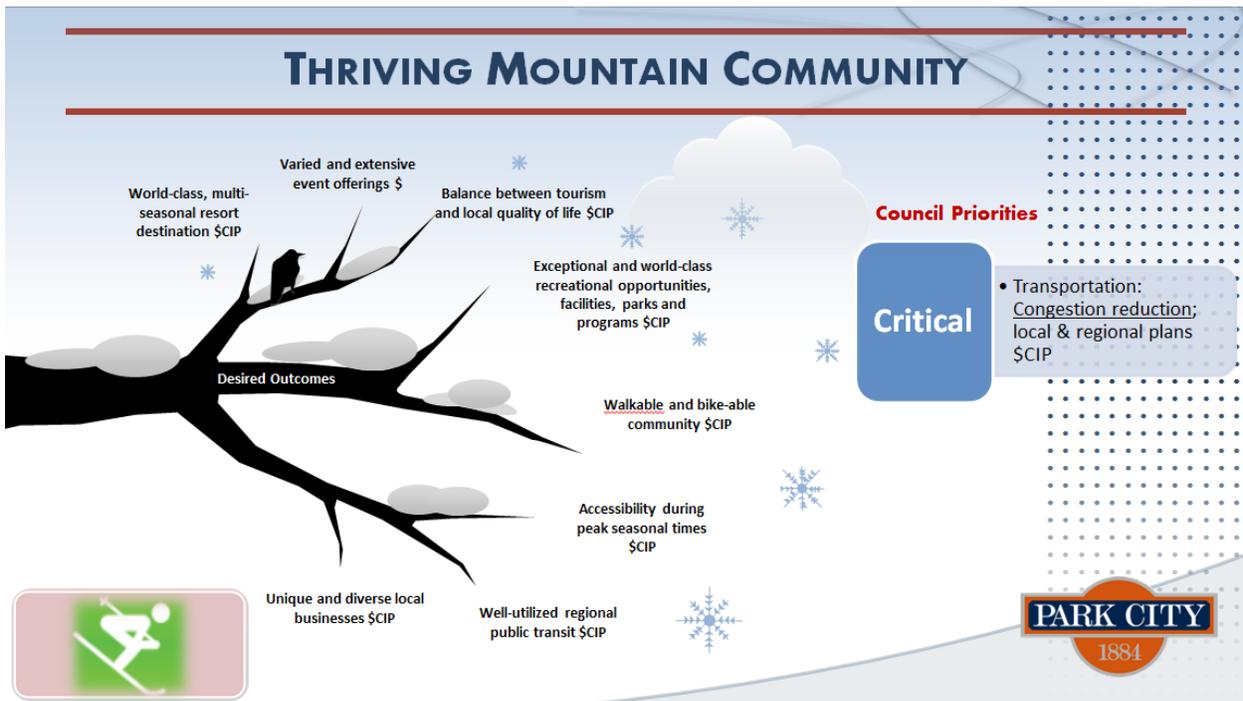
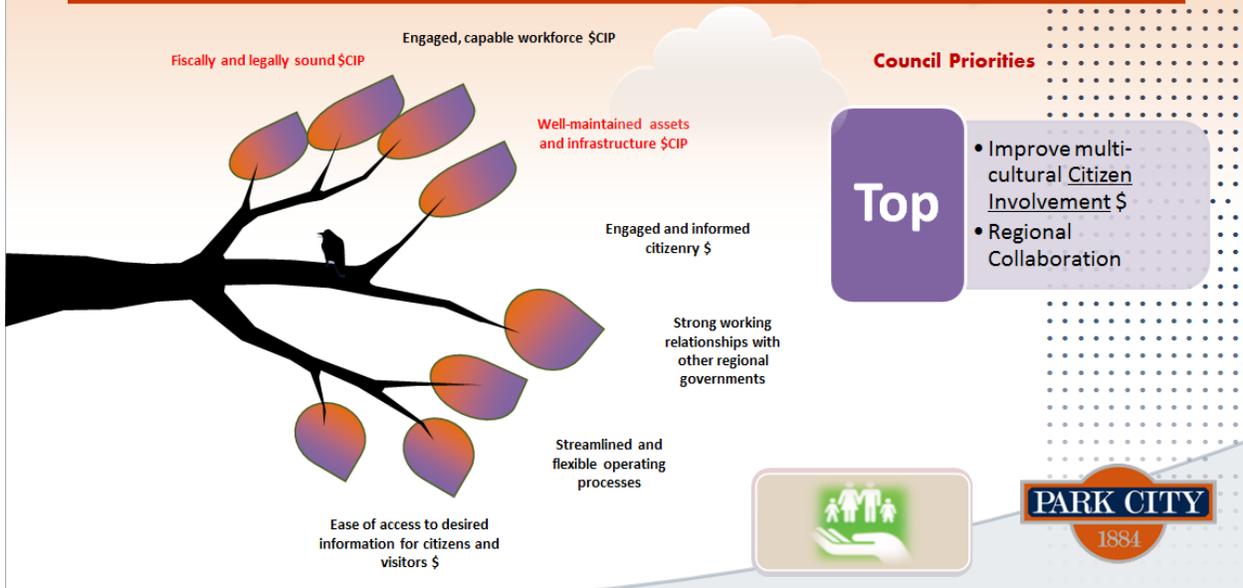
- Energy: Energy Conservation, Renewable Energy, Carbon Reduction and Green Building Incentives \$CIP

Top

- Clean Soils Plan \$CIP
- Open Space Acquisition \$CIP
- Water Conservation \$CIP



ENGAGED & EFFECTIVE GOVERNMENT AND INVOLVED CITIZENRY

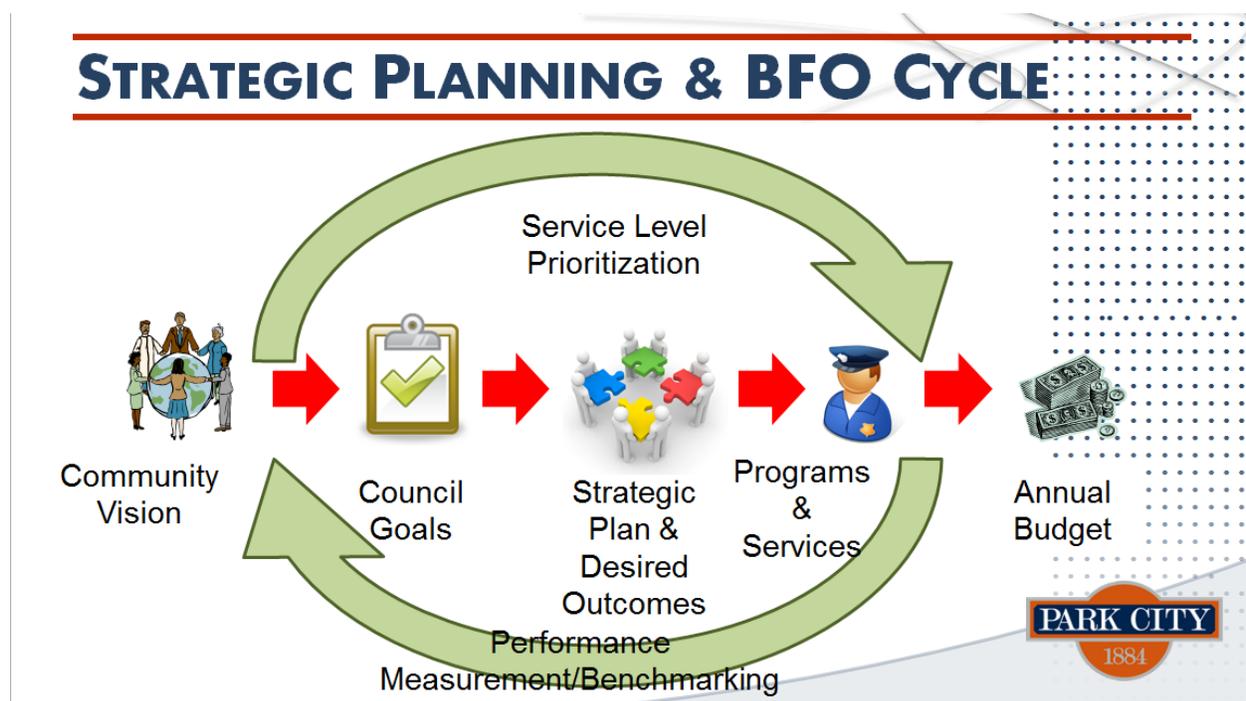


BFO Process:

Currently, the City employs a Budgeting for Outcomes (BFO) process that focuses on Council priorities and objectives as the driving factor for determining the annual budget. BFO is a way to link Council's policy goals to the day-to-day management operations of the City. Council's Goals are taken into account when department managers identify

which Desired Outcomes will be met when requesting budget operating and capital options.

BFO provides a comprehensive review of the organization, identifying every program offered and its cost, evaluating the relevance of every program on the basis of the community's priorities, and ultimately guiding elected officials to the policy questions they can answer with the information gained from the process. Thus, BFO informs the development of the City's FY 2017 and FY2018 Budgets and serves as a tool to identify potential service reductions and eliminations. By creating Desired Outcomes within Council goals and then receiving offers from City departments, the City can make better-informed decisions regarding the prioritization and cost of City services and programs.



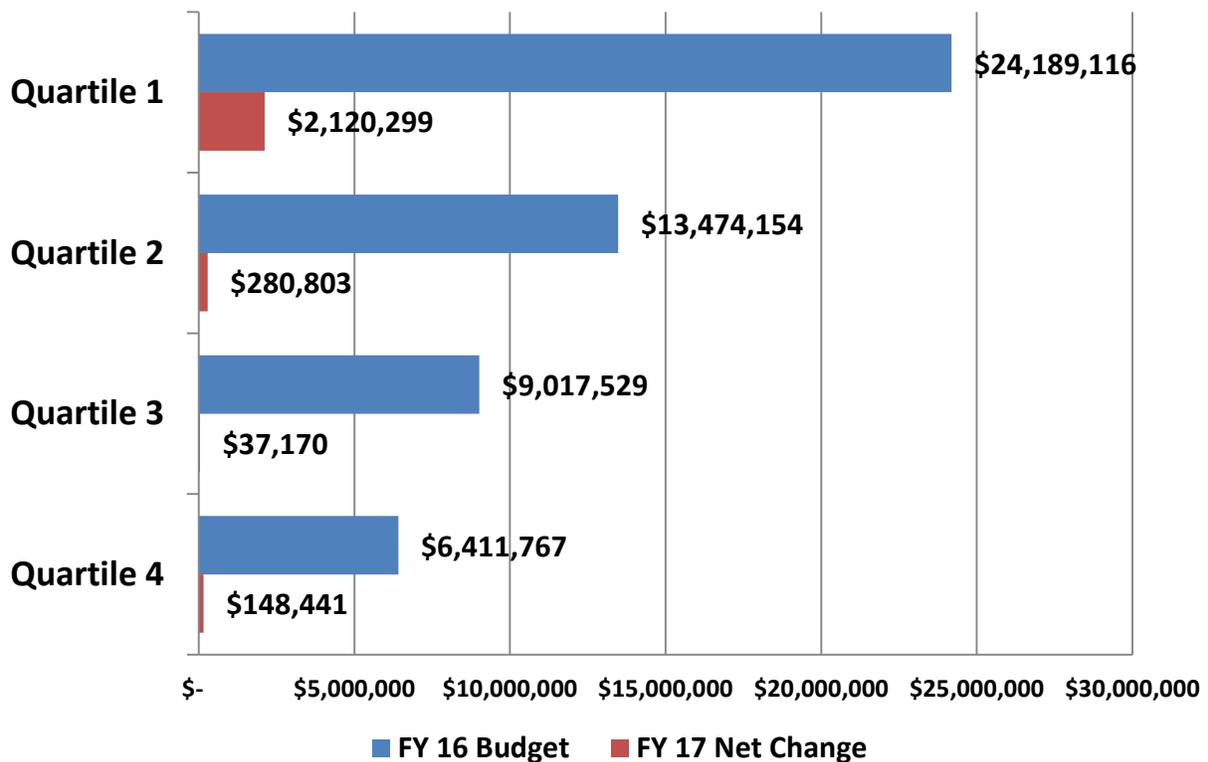
During the budget process the Results Team (staff-led budget congress) receives service proposals (bids) for programs and activities from department managers. BFO programs are scored by departmental managers based off of scoring criteria that were discussed during a previous Council Retreat. The Results Team reviews these scores and tabulates them with their own to arrive at a composite score agreed on by the group. This provides the ranking of proposals within each Council Goal with a quartile ranking as well, numbered from 1 to 4, with 1 being the highest ranking and 4 the lowest.

The criteria weighted the most heavily for scoring a BFO program is how well a program aligns with Council's Desired Outcomes. The onus is placed on the individual department manager to defend or justify their rationale to the Results Team. The Results Team will then score the program based off of the department manager's

explanation as well as with their own understanding of Council’s Desired Outcomes. This year, staff and specifically the Results Team were better able to understand where the current Council prioritizes or places the most value amongst the Desired Outcomes based off of feedback during the Council Retreat, which helped staff to better allocate resources to those issues. The graphic below demonstrates this.

Each BFO program is scored by the results team in accordance with the aforementioned process. The highest scoring quarter of all BFO programs are represented below in quartile 1. How this graphic demonstrates that the items most important to Council and the community are being funded is that after all of the programs are scored, the ones that are most important to Council and the community are the ones that are receiving the highest amount of funding.

BFO Budget Allocation by Quartile (All Funds)



BFO Budget Changes Highlighted

Financial Impact Assessment Report

On March 3rd, the budget department presented the 2016 Financial Impact Assessment Report (FIAR). This FIAR report is organized to forecast revenues and operating, capital, and debt service expenses for the General Fund. The information contained in the report is intended to inform decision makers in the budget process by illustrating the potential impacts of current financial decisions on the financial health of the City in both the near and distant future. The figures presented in the FIAR help set the funding limits

for both the operating and capital budget process as related to the general fund and general fund capital transfer.

The figures below incorporate expenses and revenues from the General Fund as well as the general fund transfer to the CIP.

Operating expense projections are shown using the service level associated with the 2016 Budget as the base year. The table below shows the FY 2017 service level projected over ten years using the 4.5% growth rate identified in the 2010 Service Level Assessment Committee (SLAC) update. The projected surpluses (or deficits) for each year are shown in the following graph.

Ten-year Financial Impact Forecast

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Revenue	\$34,420	\$35,560	\$35,967	\$36,415	\$37,224	\$38,104	\$39,385	\$40,273	\$41,118	\$41,973
Op. Expenses (Base)	\$28,639	\$28,639	\$28,639	\$28,639	\$28,639	\$28,639	\$28,639	\$28,639	\$28,639	\$28,639
Inflationary Growth	\$0	\$924	\$1,879	\$2,866	\$3,885	\$4,938	\$6,026	\$7,150	\$8,311	\$9,511
Operating LOS Growth	\$0	\$383	\$772	\$1,166	\$1,566	\$1,972	\$2,384	\$2,803	\$3,227	\$3,657
CIP Expenses	\$4,347	\$4,138	\$3,337	\$3,180	\$2,830	\$2,880	\$2,930	\$2,980	\$3,030	\$3,080
Debt Service	\$183	\$179	\$178	\$181	\$182	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$33,170	\$34,264	\$34,806	\$36,032	\$37,102	\$38,430	\$39,980	\$41,572	\$43,207	\$44,888
Rev/Exp	\$1,250	\$1,296	\$1,161	\$383	\$122	-\$326	-\$594	-\$1,299	-\$2,089	-\$2,915

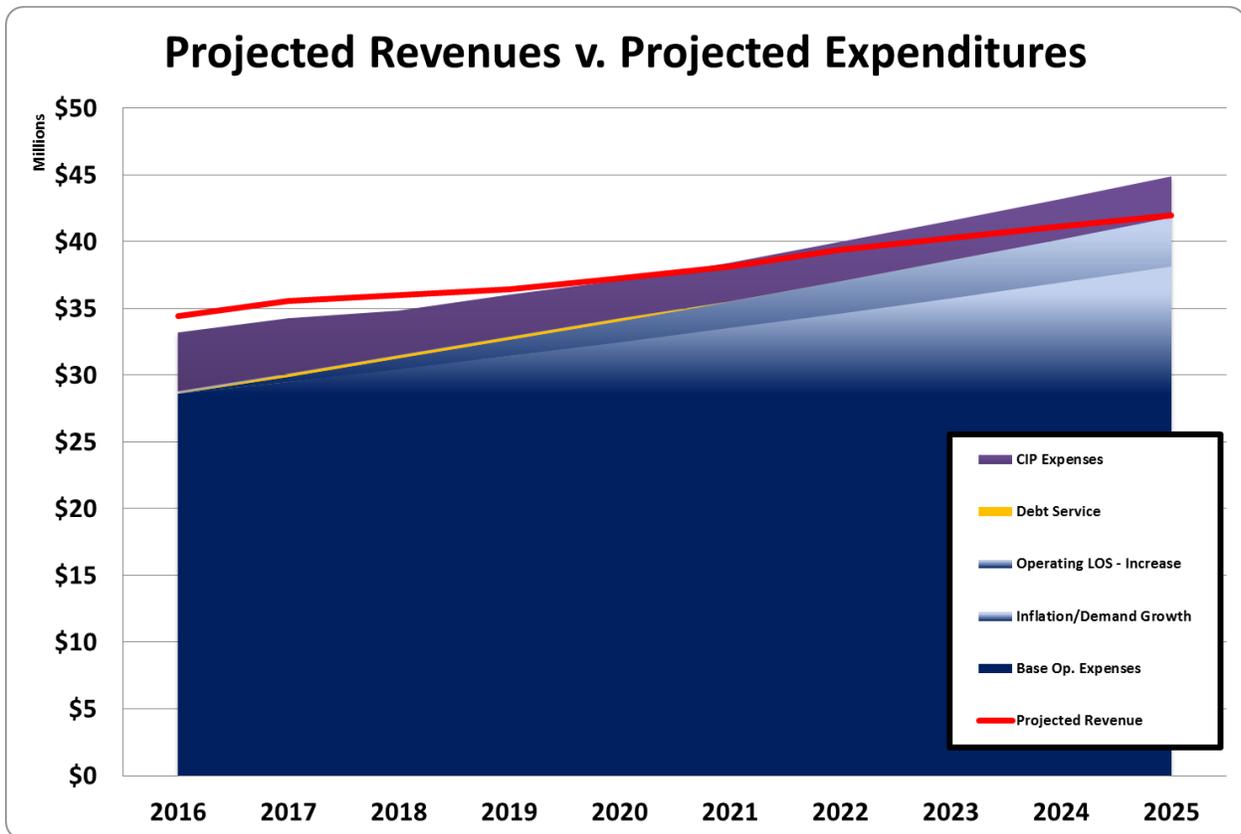
*In Thousands (x1,000)

Aggregate Surplus/(Shortfall) Over Ten-Years (2016 to 2025)

-\$3,011,333

Ten-year Financial Impact Forecast

The FIAR projections are based on long-range historical trends. As the economic environment of a resort economy ebbs and flows, the FIAR is intended to act as a long-range measure and reference for future financial decisions. As the City moves forward, revenue growth will be added and evaluated in the contexts of the historical trends and will help form an updated FIAR projection in 2017 which will guide the City in the subsequent biennium budget process.



Financial Impact Assessment Trends

For more detailed explanations of projection methodology and long-range financial planning, please consult the March 2016 FIAR document, a copy of which can be obtained from the Budget Department or at this website: <http://www.parkcity.org/index.aspx?page=95>

Budget Summary

The FY 2016 Adjusted Budget reflects a 2.91% operating increase from the FY 2016 Original Budget and a 9.54% operating decrease from FY 2015 actual expenditures. FY 2016 adjusted capital budgets appear extremely high, but the vast majority of the \$89.7 million budgeted for capital is carry-forward budget. Unlike operating budgets, capital projects may take multiple years to complete, thus the budgets for capital need to be renewed each year. At the end of each fiscal year, the unspent budget for each capital project is calculated and added to the new fiscal year's budget as part of the adjusted budget. That carry-forward amount from FY 2015 is \$59.5 million.

Expenditure Summary by Major Object - All Funds

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016 Budget	FY 2016 Adj Budget	FY 2017 Budget
Personnel	22,750,251	23,724,613	25,570,623	27,516,623	29,182,048	30,725,235	33,845,262
Materials, Supplies & Services	13,330,837	14,135,698	13,565,499	14,848,667	15,811,249	15,917,849	16,766,142
Capital Outlay	29,823,669	15,277,156	24,038,380	35,598,211	33,113,957	89,692,741	71,971,846
Debt Service	10,399,905	10,562,058	13,065,007	22,065,899	11,366,742	11,368,007	11,020,362
Contingency	3,946		0	85,647	350,000	350,000	350,000
Actual Budget	\$76,308,608	\$63,699,525	\$76,239,510	\$100,115,047	\$89,823,996	\$148,053,832	\$133,953,612
Budget Excluding Capital	\$46,484,939	\$48,422,369	\$52,201,130	\$64,516,836	\$56,710,039	\$58,361,091	\$61,981,766
Interfund Transfers	9,177,643	7,667,140	13,929,137	22,945,672	11,483,513	14,619,727	10,864,063
Ending Balance	71,208,563	70,184,139	76,584,096	83,622,487	40,580,080	42,851,842	45,655,802
Subtotal	\$80,386,206	\$77,851,279	\$90,513,233	\$106,568,159	\$52,063,593	\$57,471,569	\$56,519,865
Grand Total	\$156,694,814	\$141,550,804	\$166,752,743	\$206,683,206	\$141,887,589	\$205,525,402	\$190,473,477

Expenditures by Major Object (All Funds Combined)

The FY 2017 Budget is increasing to \$61.9 million, which is a 6.38% increase from the FY 2016 Adjusted Budget. The increase is due to Pay Plan increases, health insurance increases and operating expenses to keep up with demand for services. These changes are more fully discussed further in this section as well as in the Budget Issues section along with details on other committee recommendations, operating budget changes, and major capital requests.

The above table shows citywide expenditures by Major Object. The FY 2016 Adjusted Budget reflects an increase in personnel expenses of 5.29% from the FY 2016 Original Budget due to vacancy factor adjustments. This will be closely monitored and probably adjusted again for the final budget. FY 2017 shows a 15.98% increase in personnel from the FY 2016 Original Budget due primarily to personnel additions and changes to the Pay Plan in order to stay competitive in the market. Council directed staff to move forward with the changes to the Pay Plan in May 2015 and again in February 2016.

Health Insurance Costs (Benefits Committee Recommendation):

The City maintains a health insurance plan through Regence Blue Cross Blue Shield of Utah. Each year Regence examines the City's "use" of the plan and the rising costs of health care to find total costs to Regence and then determines the price for the following year. The National average in health insurance annual increase is 4%. This is extremely low, as averages are more typical in the range of 10-12%. The City has enjoyed several renewals over the last few years which were below national averages. However, this year, the City is higher than those averages at 18.6% with no changes to benefits.

Because of the high increase staff is recommending an increase to employee premiums to share in the costs of the increase. Staff is also recommending a third health plan offering for those who are not interested in paying the increase, and are willing to have a small reduction in coverage levels. Currently, the City's health insurance deductible is \$375 for individuals, and \$700 for family coverage. The Benefits Committee proposed that the City increase these amounts to \$600 and \$1,200 respectively. This is due to the following two reasons:

1. **Benefit costs affect employee pay levels.** Because the City compares compensation information with other cities using both pay and benefits, the cost of benefits (if rising significantly faster than pay) affects pay levels. Higher benefits costs and lower pay for Park City staff is still within the same market. In an effort to adjust and balance these two compensation types, a change is needed. The City has a new focus on more competitive pay in order to attract the staff we need. Higher health premiums affect future pay levels of staff, so a balance is required.

2. **Education and an increasing philosophy in pay.** Staff has submitted previous staff reports separately about the challenges the City faces in being competitive in both recruiting and retention of City staff, which has much to do with pay levels offered in comparison with other entities. Health insurance premiums will naturally be higher the more coverage is offered. Shifting to higher deductibles encourages staff to learn about health care prices and the benefits of healthy efforts. Our Healthy Living program, the City's wellness plan, is also helping to encourage and educate staff towards a healthier lifestyle.

Below is the proposed new health insurance increase per fund at a 16.2%, down from the 18.6% increase with no changes to the health plan:

Health Insurance Changes by Fund	
	FY 2017 Budget
Fund 11 General Fund	\$509,685
Fund 12 Quinn's Recreation Complex	\$20,044
Fund 51 Water Fund	\$68,722
Fund 55 Golf Fund	\$11,454
Fund 57 Transportation Fund	\$197,575
Fund 62 Fleet Services Fund	\$28,634
Total	\$836,113

Pay Plan (Pay Plan Committee Recommendation):

Park City has a market-based pay philosophy, albeit the "market" is limited to other municipal governments, excluding the typically higher private-sector compensation. The Pay Plan attempts to ensure the uniform and equitable application of pay in comparison to select Utah and Colorado municipal employee markets.

Every two years Park City compares its employee compensation data with approximately 30 communities from the Wasatch Front (the Wasatch Compensation Group) and an assortment of Colorado Ski towns. The Technical Committee looks at job descriptions and compares with similar positions or "benchmarks" to determine market pay for any given position. The City Manager chooses the metrics that determine how salaries should be set and defines a threshold at which positions should be reclassified.

The Pay Plan Committees is formed to review the benchmark data and make recommendations on positions that are not able to be benchmarked for reclassification to the City Manager.

The Pay Plan Committee has two major responsibilities:

1. Determine where internal equity positions should fit in the Pay Plan; and
2. Review the recommendations of the Technical Committee.

Over the last two years it has become increasingly difficult to recruit and fill empty positions at the City. Because of the rapidly recovering Utah economy, low unemployment in Utah (and even lower unemployment in Summit County), the higher than average cost of living in Park City and surrounding areas, and difficulty competing with the Wasatch Front for public and private sector employees; staff recommended that City Council modify its current pay plan philosophy, which Council supported in May 2015 and February 2016.

City Challenges:

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

Unemployment Rates - Utah DWS				
	Feb-15	Oct-15	Dec-15	April-16
State of Utah:	3.40%	3.60%	3.50%	3.40%
Summit County:	3.00%	3.40%	2.40%	3.40%
United States:	5.50%	5.00%	5.50%	5.40%

- **Lack of availability of qualified applicants.** Due to the low unemployment rate, fewer qualified candidates have been applying for our vacant positions, which has prolonged vacancies and, at times, resulted in slow response times and less qualified workers.
- **High wages from our competitors.** Park City uses primarily local governments in the surrounding area to compare and contrast wages for benchmarking purposes. We do not utilize surrounding businesses. Historically, this has been effective methodology, as one of our most attractive selling points is an excellent or above average benefits package matched with our relatively moderate wages. Unfortunately, staff is seeing for the first time that not only are our wages being

beaten by other municipalities, but also our benefits package, particularly so in the private sector for seasonal and hourly positions.

- **High cost of living in Park City.** Using the average Park City home value, our wages do not support the ability for employees to purchase a single family home within the city limits of Park City. Council and staff have made great strides in affordable housing options through a variety of programs, yet the cost of living continues to rise and outpace demand. One of our primary concerns identified in May with Council is the impact to non-exempt pay plan employees, or those making the lowest wages in our organization. The high cost of living in Park City and now surrounding areas is particularly difficult for those making below \$50k in annual earnings, of which the City has many employees at this level.
- **Changes by the state legislature to the state pension system.** This has weakened a longstanding and critical benefit of working in the public sector – namely competitive benefits. The result is especially challenging given government jobs typically pay less than the private sector.
- **High cost of commuting vs. working locally** poses real challenges to a workforce that is, by way of the cost of living and housing, forced to live in other communities and drive into Park City for work. Commuting costs can average an additional \$300-400 per month in gas vs. local employment; and the number of employee

Furthermore, all grades in the pay plan have increased by 2% roughly every other year (off-year) for more than two decades as part of the City's efforts to keep positions paying close to the market on budget years when a formal pay plan process is not performed. All positions are approved for increases during the "off-year." However, this is not a large amount, and does not keep up with the rising costs of inflation. Many of the positions moving in the Pay Plan have not been reclassified to a higher grade in a long time. Pay Plan efforts this year has changed that and given the City significant leverage recruiting in many areas where we are currently struggling, despite an increase in recent reclassifications. Some examples include:

- Library Clerk – 8 years
- Building Maintenance PC MARC – 10+ years
- IT Coordinator III – 8 years
- Water Worker II – 10 years
- Ice Arena Operations Assistant – 8 years
- Mechanic I – 8 years
- Mechanic II – 8 years
- Transit Shift Supervisor – 8 years

Market & Internal Equity information has also moved again both the Bus Driver and Building Inspectors that were moved during the last budget year due to extreme

difficulty in recruiting and negative impact to integral City services. Though recruitment efforts have improved since last year, full staffing has not been achieved in Transit and was only recently achieved in the Building Department by “underfilling” with less qualified candidates. Thus by no means have City needs been met completely, but the Pay Plan changes will definitely help in many critical areas.

FY 2017 is the first year that this more aggressive approach will have an effect on the Pay Plan, and as a result the Pay Plan increase will be higher this year than previous years. We also do not anticipate such a high increase in future years. In the second year of the budget, all pay grades (and therefore all positions) are increased by 2% to keep up with the market during the off year. In the table below, the FY 2017 increase reflects an increase caused by Pay Plan changes, resulting in a \$2.07 million budget increase in personnel. Next year there will be a 2% increase to all pay grades. See table below:

Pay Plan Changes by Fund	
	FY 2017 Budget
Fund 11 General Fund	\$1,395,105
Fund 12 Quinn's Recreation Complex	\$76,160
Fund 51 Water Fund	\$104,404
Fund 55 Golf Fund	\$83,601
Fund 57 Transportation Fund	\$315,031
Fund 62 Fleet Services Fund	\$93,404
Total	\$2,067,705

Utility Increases:

Three years ago the Budget Department decided to centralize the budget monitoring of utilities for all funds. Over the last several years utility budget increases were not being recommended as they were difficult to predict. With wild swings in utility costs it was decided to have the Budget Department incorporate these costs into our other predictive models. The budget department is predicting a need for an increase in utilities for FY 2017 of \$35,000. The main reason for this utility increases is the increase of utility usage in the newly built library.

Non-Discretionary Items (Technical Adjustments):

In addition, there is about \$130k in technical adjustments in the General Fund that need to be added to the FY16 budget. These include adjustments for personnel benefits like housing allowance, workers’ compensation, and disability benefits. The Budget Department always tries to budget for actuals and these benefits are tied to individual employees that need to be adjusted at times. There are also miscoding errors from the last budget cycle that need to be cleaned up as well. This can result in an increase to line-items budgets if it was not done properly in the past.

Discretionary Operating Items (Results Team Recommendation):

The Results Team has to make tough decisions in order to fit their recommendation within the confines of the FIAR’s projected expenditure increase, which also has to

cover inflationary costs like Pay Plan, health insurance, retirement, and any other non-departmental budget increases. On May 19 the Results Team will present their recommendations organized through the Biennial Strategic Plans. The recommended budget increase needed to be limited to no more than \$400k in the General Fund. Of the \$2.18 million in general fund requests, the recommended General Fund net increase (once revenue and expenditure offsets are taken into account) is \$341k. Below are some of the highlights. On May 19 staff will present more detail on the specific recommendations through the budget process.

Department	Request	Recommendation
Building	\$455,000	\$130,000
Police	\$235,247	\$152,000
Street Maintenance	\$228,000	\$152,000
Environmental & Sustain.	\$224,000	\$152,000
City Recreation	\$187,000	\$59,000
Dispatch	\$172,515	\$15,000
Finance	\$107,000	\$30,000
Building Maint.	\$72,600	\$25,000
Ice Facility	\$47,557	\$20,000
Library	\$47,439	\$15,000
Economy	\$43,415	\$12,000
Others	\$193,775	\$77,000
	\$2,013,548	\$839,000
	Expenditure & Revenue Offsets	-\$497,270
	Net Increase	\$341,730

Capital Improvement Plan (CIP)

Being the first year of a budget biennium, the CIP Committee ranked and evaluated all current and newly proposed projects in the Five-Year Capital Improvement Plan. This year's CIP committee included Blake Foncesbeck, Jon Weidenhamer, Ken Fisher, Marina Smith, Nate Rockwood, Matt Cassel, Scott Robertson, Alfred Knotts and Matt Twombly. Projects were reviewed and ranked based on six criteria: Objectives (City Council Goals), Funding, Necessity, Previous Investment, Environmental Impact, and Cost/Benefit. In addition, this year projects were also evaluated and scored based on projects which significantly contributed to Councils identified critical priorities. The CIP requests and recommendations are highlighted in the Expenditures section of the City Manager's Recommended Budget Vol. 1, with a complete detailed CIP report included in the Volume II.

At the time of prioritization, projections showed a general fund transfer to the CIP Fund of approximately \$5.7 million in FY 2016, \$4.1 million in FY 2017, \$3.6 million in FY 2018, \$2.9 million in FY 2019, \$2.5 million in FY 2020 and \$2 million in FY 2021. These figures include approximately \$900K to \$1 million in transfers from the General Fund for equipment replacement.

The Committee recommended funding projects requiring operating General Fund transfer in the amount of \$5,706,000 in the current fiscal year, \$4,107,000 in FY 2017, \$3,623,000 in FY 2018, \$3,332,000 in FY 2019 and \$3,132,000 FY 2020 and \$2,382,000 in FY 2021. The recommended project totals then taper from \$3.1 million in FY 2020 to \$2.3 million in FY 2021 to match the amount required to fund the ongoing CIP projects. The CIP Committee is currently not recommending cuts to the ongoing project amounts despite anticipated shortfalls in the available Transfer from General Fund starting in FY 2019. These projections are based on the long-range FIAR forecasts. Council and staff have agreed to continue to evaluate the 5-year CIP and FIAR each year and make recommended adjustments to revenue or expenditures as the future economic conditions and refined revenue forecasts require.

The total proposed CIP budget (all funds combined) for the FY 2016 Budget is \$91.7 million (\$32.3 million original budget and \$59.4 million carry-forward budget). The proposed FY 2017 CIP budget is \$62.54 million; FY 2018 CIP is \$32.88 million. The CIP includes significant debt financing including anticipated debt issuance in the Water Fund, Lower Park Redevelopment Area and in the Capital Fund (fund 031). The General Fund surplus required to fund projects in FY 2016 will be approximately \$5.7 million—the majority of which is dedicated to completing current projects, ensuring the maintenance of existing infrastructure, or securing funding for previously-identified needs. Projects in these categories include McPolin Barn Seismic Upgrade, Building Permit Issuance Software, Pavement Management, Trails Master Plan Implementation, Traffic Calming, Asset Management, Walkability and Asset Management.

The Capital Improvement Plan will be discussed in detail on May 12.

Department Review:

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

Summary Recommendation:

Council is being asked to discuss and (if needed) provide direction regarding the FIAR, monthly budget report, and the Biennial Strategic Plan updates. The numbers reflected in this staff report represent preliminary assumptions and estimates are subject to change. If Council provides substantial changes to the FIAR assumptions/projections, then the Results Team and CIP Committee will take these into consideration when making their recommendation to the City Manager.

Alternatives:

A. Approve:

Staff recommends that Council hold a public hearing regarding the FY 2017 City Manager's Recommended Budget and adopt it as the tentative budget by ordinance.

B. Deny:

State statute requires at least one public hearing before the adoption of a Tentative Budget. The City has traditionally held a public hearing accompanying each discussion of the budget. If Council decides to forgo a public hearing at this time, another must be held before adoption of the Tentative Budget.

C. Modify:

The Tentative (City Manager's Recommended) Budget is scheduled to be adopted on May 5; however, changes can be made to until the Final Budget adoption on June 16.

D. Continue the Item:

This has the same effect as Alternative B.

E. Do Nothing:

This also has the same effect as Alternative B.

Significant Impacts:

This public hearing would satisfy the requirements of state statute to hold a public hearing before the adoption of a tentative budget in the first week of May.

Consequences of not taking the recommended action:

If Council decides to forgo the adoption of the tentative budget the City would be in violation of the state requirement to adopt a tentative budget in the first week of May.

Recommendation:

Hold a public hearing on the City Manager's Recommended Budget and adopt it by ordinance as Park City's FY17 Tentative Budget.

Attachments:

A – Budget Summaries

B – Tentative Budget Ordinance



Ordinance No. 2016-19

ORDINANCE ADOPTING A TENTATIVE REVISED BUDGET FOR FISCAL YEAR 2016 AND A TENTATIVE BUDGET FOR FISCAL YEAR 2017 FOR PARK CITY MUNICIPAL CORPORATION AND ITS RELATED AGENCIES AND AUTHORIZING THE COMPUTATION OF THE PROPERTY TAX RATE AT A NO TAX INCREASE RATE

WHEREAS, the Utah State law requires that city budgets be adopted by ordinance: and;

WHEREAS, a public hearing was held on May 5 at the City Council's regularly scheduled meetings, complying with State law;

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

SECTION 1. TENTATIVE REVISED BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended budget presented on May 5, 2016 and with changes as summarized in the Attachments to this ordinance is hereby adopted as the tentative revised Fiscal Year 2016 budget for Park City Municipal Corporation and its related agencies.

SECTION 2. TENTATIVE BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended budget presented on May 5, 2016 and with changes as summarized in the Attachments to this ordinance is hereby adopted as the tentative budget for Fiscal Year 2017 for Park City Municipal Corporation and its related agencies.

SECTION 3. CERTIFIED PROPERTY TAX RATE. The City's Budget Officer is authorized, after the County has provided the Certified Property Tax data, to compute the City's Certified Property Tax Rate for 2016 at a "No Tax Increase Rate" and file said rate with the County.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 5th day of May, 2016

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Expenditure Summary by Fund and Major Object (FY 2016 Adjusted Budget)

Description	Personnel FY 2016	Mat, Supplies, Services FY 2016	Capital FY 2016	Debt Service FY 2016	Contingency FY 2016	Sub - Total FY 2016	Interfund Transfer FY 2016	Ending Balance FY 2016	Total FY 2016
Park City Municipal Corporation									
011 GENERAL FUND	\$20,114,163	\$6,947,085	\$369,282	\$0	\$250,000	\$27,680,530	\$2,117,006	\$9,272,761	\$39,070,297
012 QUINNS RECREATION COMPLEX	\$730,363	\$368,957	\$6,000	\$0	\$0	\$1,105,320	\$0	\$-3,827,364	\$-2,722,044
021 POLICE SPECIAL REVENUE FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,944	\$29,944
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,257	\$17,257
031 CAPITAL IMPROVEMENT FUND	\$0	\$0	\$45,134,457	\$0	\$0	\$45,134,457	\$1,297,588	\$3,476,999	\$49,909,044
038 EQUIPMENT REPLACEMENT CIP	\$0	\$0	\$2,471,132	\$0	\$0	\$2,471,132	\$0	\$372,030	\$2,843,162
051 WATER FUND	\$2,393,327	\$3,260,907	\$13,313,151	\$4,509,004	\$100,000	\$23,576,390	\$1,574,227	\$10,097,074	\$35,247,691
052 STORM WATER FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
055 GOLF COURSE FUND	\$778,404	\$498,529	\$149,084	\$27,060	\$0	\$1,453,077	\$117,077	\$1,163,779	\$2,733,933
057 TRANSPORTATION & PARKING FUND	\$5,850,622	\$1,009,951	\$15,084,542	\$0	\$0	\$21,945,115	\$2,540,804	\$13,048,742	\$37,534,662
062 FLEET SERVICES FUND	\$835,721	\$1,651,120	\$10,000	\$0	\$0	\$2,496,841	\$0	\$1,048,576	\$3,545,417
064 SELF INSURANCE FUND	\$0	\$946,300	\$0	\$0	\$0	\$946,300	\$0	\$411,816	\$1,358,116
070 SALES TAX REV BOND - DEBT SVS FUND	\$0	\$0	\$0	\$2,601,563	\$0	\$2,601,563	\$3,452,014	\$3,063,750	\$9,117,327
071 DEBT SERVICE FUND	\$0	\$0	\$0	\$4,230,380	\$0	\$4,230,380	\$0	\$1,063,074	\$5,293,454
Total Park City Municipal Corporation	\$30,702,601	\$14,682,849	\$76,537,648	\$11,368,007	\$350,000	\$133,641,105	\$11,098,717	\$39,238,438	\$183,978,260
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$22,634	\$750,000	\$0	\$0	\$0	\$772,634	\$1,641,125	\$133,560	\$2,547,319
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$485,000	\$0	\$0	\$0	\$485,000	\$752,000	\$64,638	\$1,301,638
033 REDEVELOPMENT AGENCY-LOWER PRK	\$0	\$0	\$13,025,293	\$0	\$0	\$13,025,293	\$324,000	\$1,797,391	\$15,146,684
034 REDEVELOPMENT AGENCY-MAIN ST	\$0	\$0	\$122,603	\$0	\$0	\$122,603	\$803,885	\$1,166,101	\$2,092,589
Total Park City Redevelopment Agency	\$22,634	\$1,235,000	\$13,147,896	\$0	\$0	\$14,405,530	\$3,521,010	\$3,161,690	\$21,088,230
Municipal Building Authority									
035 BUILDING AUTHORITY	\$0	\$0	\$7,198	\$0	\$0	\$7,198	\$0	\$451,714	\$458,912
Total Municipal Building Authority	\$0	\$0	\$7,198	\$0	\$0	\$7,198	\$0	\$451,714	\$458,912
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	\$30,725,235	\$15,917,849	\$89,692,741	\$11,368,007	\$350,000	\$148,053,833	\$14,619,727	\$42,851,842	\$205,525,402

Expenditure Summary by Fund and Major Object (FY 2017 Budget)

Description	Personnel FY 2017	Mat, Supplies, Services FY 2017	Capital FY 2017	Debt Service FY 2017	Contingency FY 2017	Sub - Total FY 2017	Interfund Transfer FY 2017	Ending Balance FY 2017	Total FY 2017
Park City Municipal Corporation									
011 GENERAL FUND	\$20,900,404	\$7,137,209	\$431,390	\$0	\$250,000	\$28,719,003	\$2,125,675	\$10,361,319	\$41,205,997
012 QUINNS RECREATION COMPLEX	\$850,054	\$374,277	\$6,000	\$0	\$0	\$1,230,331	\$1,200	\$-4,270,895	\$-3,039,364
021 POLICE SPECIAL REVENUE FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,944	\$29,944
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,257	\$17,257
031 CAPITAL IMPROVEMENT FUND	\$0	\$0	\$16,545,359	\$0	\$0	\$16,545,359	\$1,285,867	\$11,812,523	\$29,643,749
038 EQUIPMENT REPLACEMENT CIP	\$0	\$0	\$1,023,700	\$0	\$0	\$1,023,700	\$0	\$372,030	\$1,395,730
051 WATER FUND	\$2,974,519	\$3,386,856	\$17,013,429	\$4,507,304	\$100,000	\$27,982,108	\$1,574,227	\$14,967,262	\$44,523,597
052 STORM WATER FUND	\$657,244	\$295,400	\$451,500	\$0	\$0	\$1,404,144	\$20,000	\$565,856	\$1,990,000
055 GOLF COURSE FUND	\$922,418	\$498,529	\$114,565	\$27,060	\$0	\$1,562,572	\$117,077	\$1,050,076	\$2,729,725
057 TRANSPORTATION & PARKING FUND	\$6,544,670	\$1,207,951	\$18,444,045	\$0	\$0	\$26,196,666	\$2,540,804	\$3,783,152	\$32,520,622
062 FLEET SERVICES FUND	\$970,624	\$1,684,620	\$10,000	\$0	\$0	\$2,665,244	\$0	\$804,532	\$3,469,776
064 SELF INSURANCE FUND	\$0	\$946,300	\$0	\$0	\$0	\$946,300	\$0	\$216,181	\$1,162,481
070 SALES TAX REV BOND - DEBT SVS FUND	\$0	\$0	\$0	\$2,261,013	\$0	\$2,261,013	\$0	\$3,054,750	\$5,315,763
071 DEBT SERVICE FUND	\$0	\$0	\$0	\$4,224,985	\$0	\$4,224,985	\$0	\$1,120,892	\$5,345,877
Total Park City Municipal Corporation	\$33,819,935	\$15,531,142	\$54,039,988	\$11,020,362	\$350,000	\$114,761,427	\$7,664,850	\$43,884,879	\$166,311,156
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$25,327	\$750,000	\$0	\$0	\$0	\$775,327	\$1,641,125	\$130,900	\$2,547,352
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$485,000	\$0	\$0	\$0	\$485,000	\$752,000	\$69,638	\$1,306,638
033 REDEVELOPMENT AGENCY-LOWER PRK	\$0	\$0	\$17,881,858	\$0	\$0	\$17,881,858	\$0	\$56,658	\$17,938,516
034 REDEVELOPMENT AGENCY-MAIN ST	\$0	\$0	\$50,000	\$0	\$0	\$50,000	\$806,088	\$1,062,013	\$1,918,101
Total Park City Redevelopment Agency	\$25,327	\$1,235,000	\$17,931,858	\$0	\$0	\$19,192,185	\$3,199,213	\$1,319,209	\$23,710,607
Municipal Building Authority									
035 BUILDING AUTHORITY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$451,714	\$451,714
Total Municipal Building Authority	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$451,714	\$451,714
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	\$33,845,262	\$16,766,142	\$71,971,846	\$11,020,362	\$350,000	\$133,953,612	\$10,864,063	\$45,655,802	\$190,473,477

Expenditure Summary by Fund and Major Object (FY 2018 Budget)

Description	Personnel FY 2018	Mat, Supplies, Services FY 2018	Capital FY 2018	Debt Service FY 2018	Contingency FY 2018	Sub - Total FY 2018	Interfund Transfer FY 2018	Ending Balance FY 2018	Total FY 2018
Park City Municipal Corporation									
011 GENERAL FUND	\$21,184,898	\$7,136,109	\$360,590	\$0	\$250,000	\$28,931,597	\$2,255,921	\$12,637,796	\$43,825,314
012 QUINNS RECREATION COMPLEX	\$850,054	\$374,277	\$6,000	\$0	\$0	\$1,230,331	\$1,249	\$-4,698,475	\$-3,466,895
021 POLICE SPECIAL REVENUE FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,944	\$29,944
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,257	\$17,257
031 CAPITAL IMPROVEMENT FUND	\$0	\$0	\$10,268,540	\$0	\$0	\$10,268,540	\$1,288,297	\$4,012,979	\$15,569,816
038 EQUIPMENT REPLACEMENT CIP	\$0	\$0	\$1,073,700	\$0	\$0	\$1,073,700	\$0	\$372,030	\$1,445,730
051 WATER FUND	\$2,974,519	\$3,449,067	\$12,272,480	\$4,506,154	\$100,000	\$23,302,220	\$1,575,872	\$16,915,693	\$41,793,785
052 STORM WATER FUND	\$657,244	\$295,400	\$864,500	\$0	\$0	\$1,817,144	\$31,234	\$797,478	\$2,645,856
055 GOLF COURSE FUND	\$922,418	\$498,529	\$114,565	\$27,060	\$0	\$1,562,572	\$117,801	\$965,649	\$2,646,022
057 TRANSPORTATION & PARKING FUND	\$6,404,542	\$1,207,951	\$4,110,515	\$0	\$0	\$11,723,008	\$2,610,936	\$3,930,371	\$18,264,315
062 FLEET SERVICES FUND	\$970,624	\$2,380,590	\$10,500	\$0	\$0	\$3,361,714	\$0	\$24,008	\$3,385,722
064 SELF INSURANCE FUND	\$0	\$946,300	\$0	\$0	\$0	\$946,300	\$0	\$20,546	\$966,846
070 SALES TAX REV BOND - DEBT SVS FUND	\$0	\$0	\$0	\$2,266,613	\$0	\$2,266,613	\$0	\$3,050,013	\$5,316,626
071 DEBT SERVICE FUND	\$0	\$0	\$0	\$4,210,235	\$0	\$4,210,235	\$0	\$1,175,172	\$5,385,407
Total Park City Municipal Corporation	\$33,964,300	\$16,288,223	\$29,081,390	\$11,010,062	\$350,000	\$90,693,975	\$7,881,310	\$39,250,461	\$137,825,746
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$0	\$750,000	\$0	\$0	\$0	\$750,000	\$1,641,125	\$153,567	\$2,544,692
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$485,000	\$0	\$0	\$0	\$485,000	\$752,000	\$74,638	\$1,311,638
033 REDEVELOPMENT AGENCY-LOWER PRK	\$0	\$0	\$3,571,000	\$0	\$0	\$3,571,000	\$0	\$4,041,814	\$7,612,814
034 REDEVELOPMENT AGENCY-MAIN ST	\$0	\$0	\$450,000	\$0	\$0	\$450,000	\$809,490	\$554,523	\$1,814,013
Total Park City Redevelopment Agency	\$0	\$1,235,000	\$4,021,000	\$0	\$0	\$5,256,000	\$3,202,615	\$4,824,542	\$13,283,157
Municipal Building Authority									
035 BUILDING AUTHORITY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$451,714	\$451,714
Total Municipal Building Authority	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$451,714	\$451,714
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	\$33,964,300	\$17,523,223	\$33,102,390	\$11,010,062	\$350,000	\$95,949,976	\$11,083,925	\$44,526,717	\$151,560,618

All Funds Combined

Revenue	Actual FY 2014	Actual FY 2015	YTD Actual FY 2016	Adjusted FY 2016	Original FY 2017	% Total FY 2017	Original FY 2018
RESOURCES							
Property Taxes	\$18,111,591	\$18,155,545	\$18,035,139	\$18,343,245	\$18,546,507	10%	\$18,732,940
Sales Tax	\$17,518,455	\$19,196,824	\$12,152,778	\$20,351,839	\$22,427,169	12%	\$18,352,513
Franchise Tax	\$3,158,716	\$3,061,207	\$2,257,257	\$3,144,000	\$3,225,000	2%	\$3,298,000
Licenses	\$1,374,461	\$1,452,619	\$1,442,753	\$1,427,699	\$1,459,183	1%	\$1,451,666
Planning Building & Engineering Fees	\$3,777,866	\$5,699,680	\$2,034,800	\$5,142,000	\$4,202,000	2%	\$4,202,000
Other Fees	\$43,461	\$37,185	\$108,674	\$49,000	\$59,000	0%	\$59,000
Federal Revenue	\$3,395,326	\$3,124,867	\$83,748	\$9,025,572	\$7,978,119	4%	\$3,592,480
State Revenue	\$1,370,678	\$2,452,457	\$286,575	\$406,000	\$466,000	0%	\$466,000
County/SP District Revenue	\$375,001	\$100,000	\$50,000	\$52,000	\$50,000	0%	\$50,000
Water Charges for Services	\$13,128,172	\$14,125,896	\$11,340,620	\$15,660,141	\$18,738,500	10%	\$19,528,500
Transit Charges for Services	\$2,175,148	\$2,200,248	\$1,555,482	\$2,556,039	\$3,671,378	2%	\$2,921,042
Cemetery Charges for Services	\$26,250	\$38,188	\$14,420	\$38,000	\$38,000	0%	\$39,000
Recreation	\$3,163,875	\$3,353,645	\$2,291,445	\$3,467,596	\$3,628,496	2%	\$3,725,496
Ice	\$787,773	\$757,271	\$587,303	\$775,000	\$788,000	0%	\$804,000
Other Service Revenue	\$86,364	\$99,640	\$76,165	\$91,000	\$91,000	0%	\$91,000
Library Fines & Fees	\$16,124	\$12,456	\$16,146	\$20,000	\$20,000	0%	\$21,000
Fines & Forfeitures	\$739,304	\$970,488	\$886,465	\$679,200	\$1,469,200	1%	\$1,469,200
Misc. Revenues	\$3,243,186	\$2,986,257	\$1,635,218	\$2,639,856	\$1,242,518	1%	\$7,158,561
Interfund Transactions (Admin)	\$4,454,236	\$5,527,077	\$4,107,430	\$5,313,115	\$5,330,283	3%	\$5,494,304
Interfund Transactions (CIP/Debt)	\$9,474,901	\$17,418,595	\$4,866,320	\$9,306,612	\$5,533,780	3%	\$5,589,612
Special Revenues & Resources	\$904,174	\$796,792	\$299,462	\$715,000	\$657,500	0%	\$658,500
Bond Proceeds	\$9,243,543	\$28,532,387		\$22,700,000	\$48,000,000	25%	\$8,200,000
Beginning Balance	\$70,184,139	\$76,584,096	\$83,622,487	\$83,622,487	\$42,851,842	22%	\$45,655,802
TOTAL	\$166,752,742	\$206,683,419	\$147,750,689	\$205,525,402	\$190,473,475	100%	\$151,560,616

Change in Fund Balance

Fund	Actuals FY 2014	Actuals FY 2015	Actuals FY 2016	Adjusted FY 2016	Increase (red) FY 2016	% Inc (red) FY 2016	Budget FY 2017	Increase (red) FY 2017	% Inc (red) FY 2017	Budget FY 2018	Increase (red) FY 2018	% Inc (red) FY 2018
Park City Municipal Corporation												
011 GENERAL FUND	\$9,789,256	\$10,255,105	\$0	\$9,272,761	\$-982,344	-10%	\$10,361,319	\$1,088,558	12%	\$12,637,796	\$2,276,477	22%
012 QUINNS RECREATION COMPLEX	\$-3,204,132	\$-3,497,044	\$0	\$-3,827,364	\$-330,320	9%	\$-4,270,895	\$-443,531	12%	\$-4,698,475	\$-427,580	10%
021 POLICE SPECIAL REVENUE FUND	\$29,144	\$29,944	\$0	\$29,944			\$29,944			\$29,944		
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$17,258	\$17,257	\$0	\$17,257			\$17,257			\$17,257		
031 CAPITAL IMPROVEMENT FUND	\$27,106,574	\$32,950,023	\$0	\$3,476,999	\$-29,473,024	-89%	\$11,812,523	\$8,335,524	240%	\$4,012,979	\$-7,799,544	-66%
038 EQUIPMENT REPLACEMENT CIP	\$1,902,793	\$1,832,162	\$0	\$372,030	\$-1,460,132	-80%	\$372,030			\$372,030		
051 WATER FUND	\$7,317,437	\$8,909,527	\$0	\$10,097,074	\$1,187,547	13%	\$14,967,262	\$4,870,188	48%	\$16,915,693	\$1,948,431	13%
052 STORM WATER FUND	\$0	\$0	\$0	\$0	\$0		\$565,856	\$565,856		\$797,478	\$231,622	41%
055 GOLF COURSE FUND	\$1,054,654	\$1,187,987	\$0	\$1,163,779	\$-24,208	-2%	\$1,050,076	\$-113,703	-10%	\$965,649	\$-84,427	-8%
057 TRANSPORTATION & PARKING FUND	\$18,794,937	\$20,105,652	\$0	\$13,048,742	\$-7,056,910	-35%	\$3,783,152	\$-9,265,590	-71%	\$3,930,371	\$147,219	4%
062 FLEET SERVICES FUND	\$961,174	\$1,145,417	\$0	\$1,048,576	\$-96,841	-8%	\$804,532	\$-244,044	-23%	\$24,008	\$-780,524	-97%
064 SELF INSURANCE FUND	\$1,208,215	\$607,450	\$0	\$411,816	\$-195,634	-32%	\$216,181	\$-195,635	-48%	\$20,546	\$-195,635	-90%
070 SALES TAX REV BOND - DEBT SVS FUND	\$1,165,265	\$6,527,765	\$0	\$3,063,750	\$-3,464,015	-53%	\$3,054,750	\$-9,000	0%	\$3,050,013	\$-4,737	0%
071 DEBT SERVICE FUND	\$432,580	\$1,003,018	\$0	\$1,063,074	\$60,056	6%	\$1,120,892	\$57,818	5%	\$1,175,172	\$54,280	5%
Total Park City Municipal Corporation	\$66,575,155	\$81,074,263	\$0	\$39,238,438	\$-41,835,825	-281%	\$43,884,879	\$4,646,441	165%	\$39,250,461	\$-4,634,418	-167%
Park City Redevelopment Agency												
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$0	\$133,527	\$0	\$133,560	\$33	0%	\$130,900	\$-2,660	-2%	\$153,567	\$22,667	17%
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$59,638	\$0	\$64,638	\$5,000	8%	\$69,638	\$5,000	8%	\$74,638	\$5,000	7%
033 REDEVELOPMENT AGENCY- LOWER PRK	\$8,183,095	\$555,559	\$0	\$1,797,391	\$1,241,832	224%	\$56,658	\$-1,740,733	-97%	\$4,041,814	\$3,985,156	7,034%
034 REDEVELOPMENT AGENCY- MAIN ST	\$1,302,719	\$1,340,589	\$0	\$1,166,101	\$-174,488	-13%	\$1,062,013	\$-104,088	-9%	\$554,523	\$-507,490	-48%
Total Park City Redevelopment Agency	\$9,485,814	\$2,089,313	\$0	\$3,161,690	\$1,072,377	219%	\$1,319,209	\$-1,842,481	-100%	\$4,824,542	\$3,505,333	7,010%
Municipal Building Authority												
035 BUILDING AUTHORITY	\$523,127	\$458,911	\$0	\$451,714	\$-7,197	-2%	\$451,714			\$451,714		
Total Municipal Building Authority	\$523,127	\$458,911	\$0	\$451,714	\$-7,197	-2%	\$451,714			\$451,714		



DATE: May 5, 2016

TO HONORABLE MAYOR AND COUNCIL

The City has joined together with Basin Recreation and the PCSD to complete a RFMP. The consultant, Landmark Design has completed several concepts for each site under consideration. There is a project website (<http://www.recfacilitiesmp.org/>) that enables members of the public to access preliminary concepts, view past public comment, and leave a comment as well as access past recreation studies.

Respectfully:

Ken Fisher, Recreation Manager



City Council Staff Report

Subject: Recreation Facilities Master Plan Update

Author: Ken Fisher, Recreation Manager

Department: Recreation

Date: May 5, 2016

Type of Item: Informational

Summary Recommendations:

This is a Council mid project update on the Recreation Facilities Master Plan (RFMP) that Park City Recreation, Basin Recreation and the Park City School District (PCSD) are working to complete by July 2016. There is no Council action needed but staff would appreciate any feedback on the project.

Executive Summary:

The City has joined together with Basin Recreation and the PCSD to complete a RFMP. The consultant, Landmark Design has completed several concepts for each site under consideration. There is a project website (<http://www.recfacilitiesmp.org/>) that enables members of the public to access preliminary concepts, view past public comment, and leave a comment as well as access past recreation studies.

Acronyms in this Report:

NAC	National Ability Center
PC MARC	Park City Municipal Athletic & Recreation Center
PCSD	Park City School District
RAB	Recreation Advisory Board
RFMP	Recreation Facilities Master Plan
UOP	Utah Olympic Park

Background:

- The City contracted with Landmark Design to complete a RFMP that would look at City owned properties that could be used for recreation facilities then develop conceptual design and finally determine how much these facilities will be to construct and to own & operate.
- Basin Recreation & the PCSD have formally joined the RFMP so the community will have a comprehensive plan for potential recreation facilities.
- Landmark Design has created a RFMP Advisory Committee made up of representatives from City Council, Recreation Advisory Board (RAB), Basin Recreation Board, PCSD Board, County Council, National Ability Center, Utah Olympic Park and staff from Park City, Basin Recreation & PCSD.
- Landmark Design has developed a project website that can be found at <http://www.recfacilitiesmp.org/> This website is where members of the public can go to stay current on the project as well as review past recreation studies and leave comments on the RFMP.

- The preliminary concepts for each site (except PCSD) can be viewed at <http://www.recfacilitiesmp.org/uploads/4/9/1/9/4919947/preliminaryconcepts.pdf> Landmark is working on developing a set of criteria that can be used to evaluate each site. For example in the site concepts there are several sites that show indoor fieldhouses or aquatics so we need a way to narrow the sites down to a preferred site or two and this would be done based on the criteria developed.
- The City owned properties that are part of the RFMP are City Park, PC MARC, Park City Sports Complex, 24 Acre Parcel to the west of the movie studio, 15 Acre IHC parcel next to the ice arena and the Triangle Parcel
- The Basin owned properties that are part of the RFMP are Trailside Park, Willow Creek Park, and Silver Creek along with a privately owned parcel at the base of the Canyons. The PCSD owned properties are the Kearns Campus and Ecker Hill Middle School
- When the RFMP is complete, staff anticipates it being formally approved or adopted by all three government entities. Before coming to Council for approval staff & Landmark Design would present the RFMP to Council in a work session.
- The RFMP will be the guiding document for the potential development of future recreation facilities for the next 10+ years.
- Recreation staff has engaged the Planning Department in the RFMP process to ensure the completed plan is in compliance with planning & zoning regulations. They are in the process of evaluating each City owned site & will submit documentation for each site to be included in the RFMP.
- Public Meetings were held on March 2 from 11 a.m. to 1 p.m. at the Park City Municipal Athletic & Recreation Center (PC MARC) & 5 to 7 p.m. at Basin Fieldhouse; April 27 from 5:30 to 7:30 p.m. at Park City High School to review school district concepts.
- Future public meetings are scheduled on May 25 from 11 a.m. to 1 p.m. at Basin Fieldhouse & 5 to 7 p.m. at PC MARC; June 29 will be when the draft RFMP is presented to the public. The time & location has not been set yet.
- The Advisory Committee met on February 3, February 22 & March 16. Future meetings are scheduled on May 4 & June 1 from 9 to 11 a.m. at Basin Administrative Offices.

Department Review:

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

Funding Source:

The Recreation Facilities Master Plan is funded with Park & Open Space Impact Fees and is funded in the CIP budget through #CP0364 which has a balance of \$126,000. PCSD will reimburse the City \$30,000 with the Basin contributing \$35,200. The total contract has the following breakdown:

Park City	\$ 58,650
Basin	\$ 35,200
PCSD	\$ 30,000
Total	\$123,850



DATE: May 5, 2016

TO HONORABLE MAYOR AND COUNCIL

The increased interest from film production companies to use Park City as a backdrop destination as well as the addition of a film studio to our community has prompted the Special Events Department, in conjunction with feedback from City departments, the Park City Chamber, Utah Film Commission, local businesses and residential interests, to review and update the film permitting regulations. The updates include clarification of definitions, application deadlines, public noticing requirements, and insurance determinations. The main goal for these updates is to minimize impacts on the local community (business and residential), while enabling local and state-wide economic development.

Respectfully:

Tommy Youngblood, Events Coordinator



City Council Staff Report

Subject: Amendments to the Film Code
Author: Tommy Youngblood
Best Practice Research: Minda Stockdale
Department: Special Events
Date: May 5, 2016
Type of Item: Informational

Summary Recommendations:

Provide preliminary feedback to the proposed changes to the Park City Film Code and, direct staff to return to a subsequent meeting to finalize amendments to the code.

Executive Summary:

The increased interest from film production companies to use Park City as a backdrop destination as well as the addition of a film studio to our community has prompted the Special Events Department, in conjunction with feedback from City departments, the Park City Chamber, Utah Film Commission, local businesses and residential interests, to review and update the film permitting regulations. The updates include clarification of definitions, application deadlines, public noticing requirements, and insurance determinations. The main goal for these updates is to minimize impacts on the local community (business and residential), while enabling local and state-wide economic development.

Acronyms in this Report:

ITC	Intermittent Traffic Control
HPCA	Historic Park City Alliance
GOED	Governor’s Office of Economic Development

Background:

Filming in the Utah

There is a long history of filming in the State of Utah with over 900 film and TV movies film in our borders. The Utah Film Commission was created in 1974 to assist in marketing the state of Utah as location for filming. The program is part of Governor’s Office of Economic Development (GOED) under the Office of Tourism, Filming, and Global Branding. One program that is overseen by the Utah Film Commission is the Utah Motion Picture Incentive program. This program provides tax incentives to project that film in Utah and utilize local crew, services, and locations. A qualifying project can earn up to a 25% credit from the state. The tax incentive program is budgeted to provide in 2005 with a fund capped at \$1 million a year for its first three years. Due to the success of the program, the fund has grown to \$6.8 million, offering a tax credit of up to 25 percent — of a film’s budget. According to the Utah Film Commission, the program has helped to bring \$195 million in economic impact to the state since 2011. The continued development of Utah’s film industry is priority for GOED)

Filming in the Park City Area

Park City has been an attractive place for filming due to it picturesque mountain landscapes and historic main street. Filming has always been seen as a positive economic development tool for the City as it can bring positive economic impact to the community as well as be a marketing tool for the area. The opening of the Park City

Movie Studio in 2015 brought additional interest from filming projects that were looking at Utah as a possible filming location. The studio provided all the necessary amenities needed to do pre and post filming production all in one place including 45,000 square feet of sound stages and production offices. The state of the art facility was able to attract Blood & Oil, an ABC television series that was filmed last fall in the Park City area. The project was estimated to have an economic impact of over \$33 million for the state of Utah.

The Special Events Department saw a dramatic increase in film permit application and activity from of August – November 2015. The Department usually approves one or two major film production days per year and 8-10 minor shoots with a few casts, crew and handheld equipment. From August – November 2015, there were 13 approved major production film days on or adjacent to Main Street; 6 major production film days within the remainder of city limits, and 5 minor film projects. There was one television series and one major movie production shooting within the city limits during this time period. The movie production has returned to Park City this spring to finish shooting. Staff believes that interest to utilize Park City as a filming location will continued to increase, and also anticipates continued growth in larger filming productions.

Due to last fall’s significant increase in filming activity and lack of firm guidelines, City staff struggled to manage and mitigate the impacts that these productions have on local businesses and residents. Staff also realizes that this pattern of activity is currently difficult to forecast as the chart below illustrates:

Year	2011	2012	2013	2014	2015	2016 to date
Total Film permits issued	6	16	14	8	15	3
Major Productions	1	2	1	2	3	3
# of Building permits	2	5	10	2	8	3
w/Use Of Officer	1	2	2	3	4	2
w/Use of Paid Parking	1	2	4	2	6	2
With Additional Departmental Services: Parks / Streets, etc.	1	0	2	1	2	0

The increase of film activity and public feedback on the impacts caused by these activities has driven staff to evaluate and redesign the film permitting process with a goal to create more manageable deadlines and requirements for applicants. This will allow staff proper time to work with productions and various local stakeholders to minimize impacts and ensure positive outcomes for the community.

The current coded provision allowing the regulation of filming is under 4- 8-12. Film-Making, states:

Film-making shall be considered Special Events unless such event does not create substantial public impact or requires substantial City service. Any filming undertaken by any business or corporation must first be licensed as a business under Chapter 2, Business Licenses. Corporations falling under the provisions of this Chapter or who are specifically in film-making or promotions on public or private property must, as a provision of their permit, provide proof of insurance, shooting schedule or schedule of

events, produce written permission of property owners, and provide access to any set or site for purposes of Code enforcement.

Analysis:

In October 2015 staff began reviewing the current Municipal Code to consider updates to address the impacts and committed to return to Council with a follow-up.

During this time staff solicited input of representatives from the Historic Park City Alliance (HPCA), Utah Film Commission, Park City Chamber, Park City Film Studio, city residents and other stakeholders.

Staff’s review of the current code highlighted a few areas where specifically defining provisions for filming, separate from Special Events, would give staff better tools to regulate this activity and thereby mitigate impacts.

These areas are:

- 1. Defining when a film permit required;
- 2. Application Submittal Timeline;
- 3. Public Notice of Activity;
- 4. Application Review Timeline, Fees & Allocation of City Resources;
- 5. Insurance Determination & Performance Security Bond.

To find balance between the broader, indirect positive economic impacts (marketing) and direct economic impacts (lodging, restaurants & retail sales, and job creation), the consistency with broader State economic development goals and the localized negative impacts (traffic, parking, noise, possible short term loss of business) that can be associated with filming, changes need to be made to the film permitting process. The current film application process does not have firm guidelines for submittal deadlines, noticing requirements or adequate fee structure.

In addition, the increase in filming has created a resource issue within some City departments. The majority (80%) of the major productions requested Intermittent Traffic Control (ITC) which can require dedicated public safety officers to manage filming activity and traffic. The Public Safety Team has expressed difficulty in scheduling the necessary staffing needed to properly manage the increase in activity. They have also expressed frustration in the last minute time and date schedule changes, common with most types of film projects, which also creates management issues for Public Safety.

The last minute changes to the productions also cause performance issues that were inconsistent with the conditions of approval stated in the film permit. There have been multiple occurrences where film productions would operate outside of the agreed upon plan without first working with staff to address the impacts that these changes would cause. Staff felt that they did not have the means to hold these productions accountable to the original conditions of approval. Many times the changes to the original plan caused problems with local merchants and residents because the impacts were not mitigated.

Currently all costs incurred from the process and execution of the film permit is paid by the applicant.

Topic	Summary of Proposed Code Change or Activity	Analysis
<p>WHEN IS A PERMIT REQUIRED?</p>	<p style="text-align: center;">NO FILM PERMIT REQUIRED (LOW/ NO IMPACT)</p> <ul style="list-style-type: none"> • a filming activity of ten people or less (inclusive of all production crew and talent) • infrastructure of no more than one camera and one tripod and handheld sound recording equipment – if you have lighting or sheltering equipment on stands, camera tracking devices, vehicles or a generator you will need to apply for your application to be assessed • public safety is maintained at all times and all public pathways, footpaths and roads must not be blocked • no disruption is caused to the city's stakeholders (residents and businesses) or motorists or other events in the vicinity of the activities • filming equipment must not be hard up against any street furniture, infrastructure or assists including trees, shrubbery and garden beds 	<p>Impacts to public property are regulated and mitigated through permitting process. Filming that has little impact to local residents and businesses should not be required to go through the permitting process.</p>
	<p style="text-align: center;">FILM PERMIT REQUIRED</p> <p>All filming activity not considered low to no impact must be received and reviewed if the activity involves:</p> <ul style="list-style-type: none"> • Use of the Public Right of Way, streets, sidewalks, parks, or trails, • Traffic Management • Public Parking Spaces (outside of normal parking regulations) • Use of multiple cameras; lighting equipment, vehicles, generators, etc. • Disruption is caused to the city's stakeholders (residents and businesses) or motorists or other events in the vicinity of the activities 	
<p>APPLICATION SUBMITTAL TIMELINE</p>	<p>Permit application reviewed and granted by the Economic Development Manager or his/her designee according to criteria protecting public peace and safety. A complete application is due seven (7) business days prior to set-up date. Written permission from private property owners required.</p>	<p>Administrative approval & Short application timeline aligns with industry standards and will allow staff more time to work with the applicant to mitigate impacts.</p>
<p>PUBLIC NOTICE OF ACTIVITY</p>	<p>Special Event staff will notify internal departments upon receipt of application, and coordinate with constituents, including HPCA, Park City Film Studio and Utah Film Commission. Permittee is required to notify residents and merchants within a half-block (300 feet) of the film location no fewer than seventy two (72) hours in advance of filming. Posted Notification Letter is typed on film company letterhead and reflect the conditions, including date(s), time(s) and location(s) of the permit, and film company and City liaison contact information. Film company's Notification Letter is</p>	<p>Residents and business owners are made aware of upcoming filming activity. Film company is accountable for notification as conditions of approval.</p>

	required in their application.	
APPLICATION REVIEW TIMELINE, FEES AND ALLOCATION OF CITY RESOURCES	Although typical for most film permit processes, a 7-day application timeline presents approval and coordinating challenges when activities involve coordinating with other city departments. This is highlighted on projects that involve police personnel, use of public parking, temporary street and sidewalk closures.	Staff continues to work with applicants and internal departments to process all information and requests in a timely manner based on application parameters. Fee schedule for filming costs aligns with City service costs and best practice research
ENFORCEMENT AND SURETY BOND & INSURANCE DETERMINATION	Enforcement and Surety Bond	Required bond holds productions accountable for conditions of permit approval
	Faithful Performance Bond may be required as conditions of approval by the Economic Development Manager or his/her designee.	
	Coverage will be based on the risk assessment done by the Special Events Staff and approved by the Park City Legal Department on the completed application evaluated on the requested actions and parameters of the application. The liability amount will be based on cumulative risk to the general public and city-owned assets	
	Minimum Insurance Requirements	
	<ol style="list-style-type: none"> 1. Workers compensation insurance as required by law for the protection of permittee’s employees; 2. Comprehensive or commercial general liability insurance written on an occurrence basis providing for a combined single limit of (a) \$1 million, or (b) \$500,000 per occurrence with \$1 million aggregate for bodily injury, death and property damage, or (c) \$1 million aggregate; and 3. Automotive liability insurance on a comprehensive form covering all owned, non-owned and hired automobiles providing for a combined single limit of (a) \$1 million, or (b) \$500,000 per occurrence with \$1 million aggregate for bodily injury, death and property damage, or (c) \$1 million aggregate. 4. Each policy of general liability and automotive liability shall be endorsed to provide that City, its officers, agents, and employees are declared to be additional insured’s under the terms of the policy. 5. The City Manager or his/her designee may waive the requirement of insurance or a particular type of coverage if the City Manager or his/her designee determines that the intended use does not present any significant exposure to liability for the City, its officers, employees and agents or to public property damage. 	Upon receipt and review of a complete Film Permit Application, the Economic Development Manager or his/her designee will submit the application with a recommendation for final authority by the City Attorney’s Office for amount of liability insurance.

Staff has met and solicited input of representatives from the Historic Park City Alliance (HPCA), Utah Film Commission, Park City Chamber, and the Park City Film Studio. Generally, all stakeholders are supportive of the proposed amendments along with the overall goals associated with this process.

Department Review:

Staff continues to meet with Park City Police, Parking Services, Parks & Transit, Building, Planning, Public Works, as well as other agencies to formulate next steps.

Recommendation:

Provide feedback to the proposed changes to the Park City Film Code and, direct staff to return to a subsequent meeting to finalize updates to the code



DATE: May 5, 2016

TO HONORABLE MAYOR AND COUNCIL

The City contracted with Blynco last year to provide real time data services. Blynco sensors detect Bluetooth and WiFi signals from mobile devices (phones, tablets, car navigation systems). These sensors were placed in a variety of locations, particularly on Main Street and major roads, and provided City staff with real time information on vehicular and pedestrian traffic. Staff found the information beneficial during special events and other peak times and that information will be useful in future planning. The pilot program was for one year and expires June 16, 2016. Staff is requesting an extension to the contract for an additional year including placing additional sensors near trailheads and secondary roads.

Respectfully:

Brooks Robinson, Senior Transportation Planner

City Council Staff Report



Subject: Extension of Contract: Blyncsy
Author: Alfred Knotts, Transportation Planning Manager
Brooks Robinson, Senior Transportation Planner
Department: Transportation Planning
Date: May 5, 2016
Type of Item: Administrative

Summary Recommendation

Staff recommends the Council APPROVE the extension of the contract to Blyncsy, Inc. in a form approved by the City Attorney in the amount not to exceed \$78,301.

Executive Summary

The City contracted with Blyncsy last year to provide real time data services. Blyncsy sensors detect Bluetooth and WiFi signals from mobile devices (phones, tablets, car navigation systems). These sensors were placed in a variety of locations, particularly on Main Street and major roads, and provided City staff with real time information on vehicular and pedestrian traffic. Staff found the information beneficial during special events and other peak times and that information will be useful in future planning. The pilot program was for one year and expires June 16, 2016. Staff is requesting an extension to the contract for an additional year including Phase 2 deployment of additional sensors near trailheads and secondary roads.

Acronyms

UDOT Utah Department of Transportation
WiFi Not a true acronym but is defined as wireless local area network

The Problem

How to detect high volumes of people and cars and their locations in order to best allocate resources to mitigate the impacts.

Background

With both Transportation Planning and Sustainability interested in real-time movement of people and vehicles, new technologies that pick up Bluetooth and WiFi signals from mobile devices were being developed. Staff had continuing conversations with the Utah Department of Transportation (UDOT) as they have detectors at their traffic signals. However, these detectors, and the software that drives them, are not designed to pick up total numbers and report in real time to other agencies such as Park City. Blyncsy is a relatively new company that has been installing sensors and providing data and reports throughout the Wasatch Front. The City contracted with Blyncsy last year in a pilot program. Summit County is also having Blyncsy install sensors in key areas in the Snyderville Basin.

City staff monitored the Blynscy data during the Christmas/New Year's week, Sundance and other times to get an idea of how volumes related to anecdotal experience. It was also valuable to create baseline data with the first year of a combined Park City – Canyons resort. Data was also being collected throughout the summer event season to create a baseline and evaluate future events.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Staff recommends the Council APPROVE the extension of the contract to Blynscy, Inc.

Pros

- a. The data sensors can be calibrated over time to evaluate high volumes relative to other days/years/events. In addition to other resources such as cameras, police, weather data, variable message boards, etc., the sensor data can be used to alert staff to high volumes of traffic and put in place measures prior to peak
- b. This alternative will aid in the creation of future event and transportation planning as well as identify efficient use of resources.

Cons

- a. The cost to benefit is a policy decision for Council. At this time, it is difficult to quantify benefits relative to hard costs of the contract. However, the information obtained from the Phase 1 contract has been highly valuable in developing and implementing effective transportation demand management during peak times since deployment.

- 2. Null Alternative:** Blynscy will remove the current sensors. Congestion management then requires a physical staff presence and/or ground counters to evaluate multiple areas of town. Ground counters will not provide real-time information nor do they provide origin and destination information provided by Blynscy technology which is critical in developing effective transportation demand management measures.

Department Review

- Sustainability
- City Attorney
- Executive

Funding Source

Transit Fund: \$63,301

Sustainability: \$15,000

Attachments

- A Current Blynscy Professional Services Agreement
- B Proposed 2016 Scope of Services

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 15th day of January, 2015, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and Blynscy, a Utah corporation (“Service Provider”).

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the “Scope of Services” attached hereto as “Exhibit A” and incorporated herein (the “Project”). The total fee for the Project shall not exceed **\$25,000** Dollars (Twenty five thousand dollars).

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on June 16th, 2016 or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Exhibit B,” or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.
- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to 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.

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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

8. **INSURANCE.**

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

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

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

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

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

12. ASSIGNMENTS/SUBCONTRACTING.

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

13. CHANGES.

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

14. PROHIBITED INTEREST.

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

16. TERMINATION.

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

18. ATTORNEYS FEES AND COSTS.

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

19. JURISDICTION AND VENUE.

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

20. SEVERABILITY.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

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

21. ENTIRE AGREEMENT.

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

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

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

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

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

SERVICE PROVIDER NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL_____

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

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

Notary Public

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

EXHIBIT "A"

SCOPE OF SERVICES

June 16, 2015

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

EXHIBIT “B”

PAYMENT SCHEDULE FOR “EXTRA” WORK

Traffic Data License Proposal

Effective Date

May 1, 2016

Services Performed By:

Blyncsy, Inc.
224 South 200 West, Ste. 110
SLC, Utah 84101

Services Performed For:

Park City (“City”)
445 Marsac Ave
Park City, Utah 84060

This Proposal is issued pursuant to discussions between the parties and embodies material terms for the delivery of services by Blyncsy, Inc. (“Blyncsy”) to City (“City” and together with Blyncsy, the “Parties”). This Proposal, along with Exhibit A, “Neighborhood of Interest”, and Exhibit B, “Terms and Conditions” comprises the “Agreement”.

Scope of Work

Blyncsy shall provide the Services and Deliverable(s) as follows:

- The creation of a “back-end” software system, to which the City and Blyncsy would have access. The “back-end” software system, which will be iteratively tailored with input from City employees, and would display the following:
 - Traffic
 - Aggregate number of unique MAC addresses which pass the devices, Blyncsy will install;
 - Chart which shows flow rate over day, week, month
 - Aggregate number of unique MAC addresses which pass the device twice daily;
 - The amount of time between those passes;
 - The number of recurring devices;
 - The frequency of recurrence of those devices;
 - Custom reporting feature
 - Allow city employees to run queries on the traffic of a given day, i.e. travel information from location to location and other analytics as they are created and agreed upon.

Company Tools

Blynscy will install a minimum of 50 sensors, and may deploy at least 3 sensor per intersection throughout the City. Additionally Blynscy will provide a “back-end” system which allows City employees to visualize the data described more particularly in Scope of Work. Blynscy will always own the device, and data generated by them, it will maintain, service and upgrade those devices at its sole determination.

City Responsibilities

The City will assist in making arrangements or accommodations that include access to, permission to use or install or otherwise interface with UDOT equipment, private property and other non- City equipment or property where needed and as further delineated in the Terms and Conditions. Specifically, City will apply for a permit(s) whereby City request access to UDOT infrastructure for the deployment of sensors. Additionally the City acknowledges and understands that there will likely be costs associated with providing 110v power to run the Blynscs devices and agrees to pay those costs associated with installing 110v power for all deployed devices unless otherwise agreed to by the Parties.

The City affirmatively represents that it has read this Agreement, including but not limited to the “Terms and Conditions” and specifically section 7 on “Limitation of Data Collection”.

Payment Schedule

This engagement will be conducted on a Flat Fee basis plus Out-of-Pocket Expenses listed below. The total value for the Services pursuant to this project is \$80,000, for data access, unless otherwise agreed to by both parties via the project change procedure, as outlined within. Blynscy will provide the following services at the following rates:

Item Description	Number of Resources	Rate	TOTAL COST
Syncu License Monthly Access Fee	12	\$6,525	\$78,300
Access Fee: 100 mile radius	12	\$.083	\$1
TOTAL	-	-	\$78,301

Out-of-Pocket Expenses / Invoice Procedures

The City will be billed upfront for 1/2 the total purchase price described in the Payment Schedule. Blynscy will begin the installation of the devices and construction of the back-end software as soon as is practically reasonable, but before the 15th of May, 2016 unless extended by both Parties or if City fails to pay the billed amount. Further invoiced and expense procedures are located in Section 4 of the “Terms and Conditions” in

Exhibit B. The ½ billed amount will be considered a down-payment, City will forfeit such amount if it seeks to terminate this agreement or fails to make future payments. The Remaining ½ will be billed to City on July 1, 2016.

Completion Criteria

Contractor shall have fulfilled its obligations when the following first occurs:

- At least 48 BlynCS devices have been installed and are successfully transmitting data;
- The back-end system is received by a City employee, including login credentials and the back-end system displays data, from the BlynCS devices;
- Approximately 250 days of traffic are recorded and visualized via the back-end system, beginning the day 45 of at least 48 devices are installed and successfully transmitting data in an around the City.

Project Change Procedure

The following process will be followed to amend this agreement:

- Mark Pittman of BlynCS and Alfred Knotts of the City will remain in contact with respect to any upgrades, problems or improvements necessary. Any changes, controls, procedures, issues, concerns or complaints will be reduced to writing within three (3) days of verbal discussion.
- Any material changes must be agreed to and signed by both Parties.

All visualized data which is shared with the City and can be utilized by the City, internally, via employees, any desire or attempts to publish the data publicly must be communicated and agreed to by BlynCS in advance of publication.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement (including all exhibits and attachments), to be effective as a binding contract as of the Effective Date first written above.

BlynCS, Inc.

The City

Mark Pittman

Alfred Knotts

Exhibit A: Neighborhood of Interest





DATE: May 5, 2016

TO HONORABLE MAYOR AND COUNCIL

Park City, in partnership with Summit County, is proposing to construct a Transit Center adjacent to the Richins Building in Kimball Junction, identified as parcel number PCTC-6_X. Architectural designs and specifications have been completed and General Contractor services are needed to begin construction.

Respectfully:

Darren Davis, Transit Admin Supervisor



City Council Staff Report

Subject: Professional Services Contract for Construction of the Kimball Junction Transit Center
Author: Darren Davis, Transit Administration
Department: Transit
Date: May 5, 2016
Type of Item: Administrative

Summary Recommendation

Council should consider authorizing the City Manager to sign the Service Provider/Professional Services Agreement with Keller Construction for professional services related to the construction of the Kimball Junction Transit Center in the amount of \$2,873,956 in a form to be approved by the City Attorney.

Executive Summary

Park City, in partnership with Summit County, is proposing to construct a Transit Center adjacent to the Richins Building in Kimball Junction, identified as parcel number PCTC-6_X. Architectural designs and specifications have been completed and General Contractor services are needed to begin construction.

The 2011 Short Range Transit Plan identified a Transit Center in the Kimball Junction area as a necessity for improving and expanding bus services in Summit County and Snyderville Basin. The proposed facility will provide a centralized location for bus routes in the Kimball Junction area and serve as a transfer point between routes. The facility is a recommended improvement in the existing 2011 Short Range Transit Plan and is a vital next step in implementing Transit system improvements contained in the forthcoming Short Range Transit Development Plan (SRTDP), allowing the City and County to improve efficiency and the availability of services.

Land has been provided for the location of the facility by Summit County and architectural designs have been completed. Up to 80% of the cost of the project is reimbursable by the Federal Transit Administration (FTA) through grants that Park City Municipal's Transit Department has applied for and received.

The Transit Department recommends that Council authorize the City Manager to sign the Service Provider/Professional Services Agreement with Keller Construction for professional services related to the construction of the Kimball Junction Transit Center. With approval by Council, construction can be completed prior to the beginning of the 2016-2017 Winter Season, which would allow the Transit Department and Summit County to begin developing and implementing service enhancements recommended in the 2011 and the upcoming 2016 Short Range Transit Development Plan.

Without this approval, construction will be delayed indefinitely and may result in a loss of federal funding for the project. This will prevent and/or greatly hinder efforts to improve efficiency and expand transit services.

Acronyms

FTA Federal Transit Administration
SRTDP Short Range Transit Development Plan

The Problem

With continued growth and increased ridership within Summit County, existing bus routes will need to be restructured, enhanced, and/or improved to continue to meet demand. A Transit Center is a necessity to implement these improvements, as it provides a centralized location for bus routes in the Kimball Junction area and serve as a transfer point between routes. Without such a facility, Transit's ability to continue to provide efficient and reliable services, as well as implement improvements to services, is severely limited.

Background

- The 2011 Short Range Transit Plan identified a Transit Center in the Kimball Junction area as a necessity for improving and expanding bus services in Summit County and Snyderville Basin.
- The City has been awarded a grant from the Federal Transit Administration to construct the Kimball Junction Transit Center, which will cover up to 80% of the project costs.
- The project has been approved by the Summit County Planning Commission and permits for construction will be applied for and issued by Summit County.
- CRSA was retained by Summit County for design and project services and architectural plans have been completed.
- The proposed complex includes a driveway with multiple bus canopies and stalls, parking lots and a 1780 square foot transit center building. The building itself contains a public waiting area, restrooms, and a private, multiuse office space for a Summit County Sheriff's Department satellite office and Transit Supervisor work space on the main floor, with mechanical, utility, and maintenance storage in attic spaces and the basement.
- A Request for Statements of Qualifications for general contractor services was published (Park Record, Salt Lake Tribune, City website) on December 19, 2015.
- Eleven responses were received and from those candidates three companies were invited to bid on the project.
- Proposals for general contractor services were received from the three selected candidates on March 8th, 2016.
- The evaluation and selection committee members are:
 - Darren Davis, Transit Administration Manager
 - Blake Fannesbeck, Park City Transit and Public Works Director
 - Derrick Radke, Summit County Public Works Director
 - Dave Gustafson, Project Manager
 - Nate Rockwood, Budget & Grants Manager

- Connie Holt, CRSA Project Architect

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Authorize the City Manager to execute a contract with Keller Construction, in a form approved by the City Attorney, for general contractor services to construct the Kimball Junction Transit Center (attached)

Pros

- a) This will allow construction of the Kimball Junction Transit Center to begin in time for the project to be completed prior to the start of the 2016-17 Winter Season.
- b) Provides a centralized location for bus routes and allows for efficiency improvements and service expansion.
- c) Allows Transit to effectively implement improvements recommended in the Short Range Transit Development Plan.

Cons

- a) There are no negative impacts to Council's Priorities or Desired Outcomes.

- 2. Null Alternative:** Not approve the contract, which would delay service enhancements and expansion within Summit County indefinitely. This would also have a negative impact on the frequency of service provided by UTA for the PC-SLC Connect route.

Pros

- a) Would not require an immediate capital investment.

Cons

- a) Will delay service enhancements and improvements indefinitely
- b) Will negatively impact frequency of service provided by UTA for the PC-SLC Connect routes.
- c) Severely limits Transit's ability to address ongoing growth within Summit County and provide an efficient and desirable transit alternative to citizens and visitors.
- d) May result in loss of Federal funding for the project.

- 3. Other Alternatives?** Continuing the item will prevent completion of construction this year, which must be completed by November 15, 2016, and delay improvements recommended in the 2011 Short Range Transit Plan and upcoming 2016 SRTDP by at least another year.

Pros

- a) Would not require an immediate capital investment.

Cons

- a) Will delay service enhancements and improvements indefinitely.
- b) Will negatively impact frequency of service provided by UTA for the PC-SLC Connect routes.

- c) Severely limits Transit's ability to address ongoing growth within Summit County and provide an efficient and desirable transit alternative to citizens and visitors.
- d) May result in loss of Federal funding for the project.
- e) Construction bid will become invalid and create time delays to re-bid.

Analysis

The proposed facility will provide a centralized location for bus routes in the Kimball Junction area and serve as a transfer point between routes. The facility is a recommended improvement in the previous Short Range Transit Plan and would allow the Transit Department to improve efficiency and the availability of services in the Kimball Junction area as well as the overall system.

Proposals were evaluated based on their responsiveness to the bid requirements, past experience with federally funded projects, and price. Of the three bidders, one withdrew their proposal prior to award, and one was disqualified as incomplete when they failed to provide all required certifications and bid documents by the deadline.

Keller Construction is a highly qualified General Contractor, and has the demonstrated ability to complete projects on time and on budget, and has past experience working with the requirements of a federally funded project. After analyzing the cost estimate and evaluating the remaining proposal, the Evaluation Committee recommends award of the contract to Keller Construction.

Department Review

The Transit Department, Sustainability, Transportation Planning, the City Manager's Office, the City Attorney's Office, Budget & Grants and Public Works have reviewed this staff report.

Funding Source

The Federal Transit Administration grant awarded this project for Fiscal Years 2016-17 for the construction of the transit center and will reimburse the City up to 80% of the project costs. Keller Construction's proposed cost for the Transit Center is \$2,543,956 with \$330,000 contingency for testing and special instruction. Total proposed project cost is \$2,873,956. The expected reimbursement under the Federal Transit Administration grant described above will be reimbursed at (80%) and Summit County is providing the property and \$750,000 towards the project which can be used as the local matching funds for the project. There are sufficient funds in the Transit Fund for this project, which will finance the project initially.

Attachments

- Attachment 1: Executed Construction Agreement between Keller Construction and Park City Municipal.
- Attachment 2: Federal Requirements, Clauses & Exhibits
- Attachment 3: Reserved
- Attachment 4: Davis-Bacon Wage-Rate and Decision

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this 5th day of May, 2016, by and between PARK CITY MUNICIPAL CORPORATION, P O Box 1480, Park City UT 84060, a municipal corporation of the state of Utah (hereinafter "City"), and Keller Construction, Inc. which is a sole proprietorship (hereinafter "Contractor").

PURPOSE: For the project known as the Kimball Junction Transit Center (hereinafter "Project"), which consists of construction of a new transit center adjacent to Summit County's Sheldon Richins Building site located at 6490 North Landmark Drive.

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

SECTION 1. SCOPE OF WORK. Contractor shall furnish all labor, materials and equipment to complete the Project, consisting of the work described in the Information for Bidders as the Basic Bid, and the following additive alternates for bus shelters and canopies, as specifically set out in the contract specifications, which is made a part hereof by reference, herein called the "Project."

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

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

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

If written approval is granted to subcontract a part of this contract the Contractor shall require each subcontractor that physically performs services within Utah to submit an affidavit to the Contractor stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee.

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

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

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

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

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

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

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

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

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

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

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

A. General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if specifically requested; and employer's practices.

The 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 \$500,000 each accident;
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit

"Park City Municipal Corporation" shall be named as an additional insured on general liability and auto liability insurance policies and a copy of the endorsement naming the City

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as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to request certified copies of any required policies. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

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

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor the total sum of **two million eight hundred and seventy seven thousand four hundred and twenty six dollars. \$2,877,426** ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the Scope of Work described in Section 1.

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

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

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

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section shall be placed in an interest bearing account and the interest shall also be payable to the Contractor upon final payment.

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

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

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

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

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

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **One Hundred Dollars (\$100.00)**, _____ (**Contractor Initials**) which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair

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estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

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

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

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

SECTION 9. DISPUTES. Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which is not disposed of by Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed

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diligently with the performance of the contract and in accordance with the City's decision. The decision of the City shall be final and conclusive, but shall not be arbitrary or unreasonable. Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

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

- A. If Contractor or any Subcontractor should substantially violate any of the provisions of this contract;
- B. If Contractor substantially fails to perform any part of this Agreement;
- C. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy two (72) hours;
- D. If Contractor (1) shall become insolvent in a bankruptcy sense; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. '101[10]), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing,

After serving ten (10) days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within ten (10) days after serving such notice,

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the violation is not corrected to City's reasonable satisfaction, the City then may take over the work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed for the service herein.

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

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

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

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

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

SECTION 12. CONTROLLING LAW. These general conditions shall be construed in accordance with and enforced under the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

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

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

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

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

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

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

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

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

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

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

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

- A. Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries

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

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

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to the Art Festival, Film Festival, ski events, and holiday events.

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

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

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

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

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

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

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

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

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

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

1. Name, address and phone number of contractor;

Revised 05.29.2015

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

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

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

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

SECTION 23. OBEY LAWS.

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

B. The Contractor shall register and participate in E-Verify, or equivalent program. The Contractor 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.

SECTION 24. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed,

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

C. The Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

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

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

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

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

Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in

Revised 05.29.2015

writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

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

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

PARK CITY MUNICIPAL CORPORATION

Diane Foster, City Manager

ATTEST:

City Recorder's Office

APPROVED AS TO FORM:

City Attorney's Office

INSERT CONTRACTOR NAME

Address:

Address:

City, State, Zip:

Utah Contractor License No.

Tax ID#: _____

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

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

ADDENDUM "A"

Attached hereto and made part of this Agreement are related documents hereinafter listed which are hereby incorporated into this Agreement by reference and made part hereof which comprise the Agreement:

- Attachment 1- Attachment 1: Executed Construction Agreement between Keller Construction and Park City Municipal.
- Attachment 2: Federal Requirements, Clauses & Exhibits
- Attachment 3: Reserved
- Attachment 4: Davis-Bacon Wage-Rate and Decision

BID FORM – PART TWO

FEDERAL CLAUSES & REQUIREMENTS

FORM LIST

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ALL FORMS REQUIRED TO BE COMPLETED
AND SUBMITTED WITH BID FORM.

**EXHIBIT A
PERFORMANCE BOND**

Bid Bond Requirements

a. Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to Park City Municipal Corporation and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

b. Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by Park City Municipal Corporation to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of Park City Municipal Corporation.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of Park City Municipal Corporation, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of Park City Municipal Corporation's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by Park City Municipal Corporation as provided in the Project Manual) shall prove inadequate to fully recompense Park City Municipal Corporation for the damages occasioned by default, then the undersigned bidder agrees to indemnify Park City Municipal Corporation and pay over to Park City Municipal Corporation the difference between the bid security and Park City Municipal Corporation's total damages, so as to make Park City Municipal Corporation whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements

The Contractor shall be required to obtain performance and payment bonds as follows:

a. Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the Park City Municipal Corporation determines that a lesser amount would be adequate for the protection of the Park City Municipal Corporation.
2. Park City Municipal Corporation may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. Park City Municipal Corporation may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

b. Payment bonds

1. The penal amount of payment bonds shall be 100 percent of the original contract price, unless the Park City Municipal Corporation determines that a lesser amount would be adequate for the protection of Park City Municipal Corporation.

**EXHIBIT B
SEISMIC SAFETY**

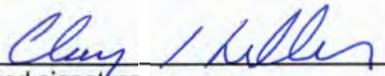
The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Proposals that are not accompanied by a properly signed and executed Seismic Safety certification are subject to rejection as nonresponsive.

Company name: Keller Construction, Inc.

Name of authorized official: Clay Keller

Title of the Proposer's authorized official: President

 03-08-16
Authorized signature Date

**EXHIBIT C
ENERGY CONSERVATION**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Company name: Keller Construction, Inc.

Name of authorized official: Clay Keller

Title of the Proposer's authorized official: President

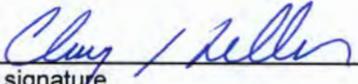
 03-08-16
Authorized signature Date

EXHIBIT D
RECYCLED PRODUCTS & RECOVERED MATERIALS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Company name: Keller Construction, Inc.

Name of authorized official: Clay Keller

Title of the Proposer's authorized official: President


Authorized signature

03-08-16
Date

EXHIBIT E
CONFORMANCE WITH NATIONAL ITS ARCHITECTURE

To the extent applicable, the Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by 23 U.S.C. § 5307(c) and, comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et. seq., January 8, 2001, and the subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

Company name: Keller Construction, Inc.

Name of authorized official: Clay Keller

Title of the Proposer's authorized official: President

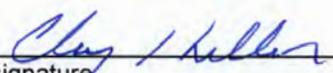
 03-08-16
Authorized signature Date

EXHIBIT F
ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES (ADA)

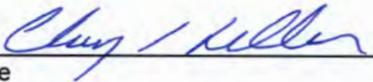
The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Assistance," 49 C.F.R. Part 27;
3. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
4. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
6. U.S. GSA regulations, "Accommodations for the Physically Handicapped" 41 C.F.R. Subpart 101-19; U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
7. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
8. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609;
9. And any implementing requirements FTA may issue.

Company name: Keller Construction, Inc.

Name of authorized official: Clay Keller

Title of the Proposer's authorized official: President

 03-08-16
Authorized signature Date

**EXHIBIT G
PRIVACY ACT**

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Company name: Keller Construction, Inc.

Name of authorized official: Clay Keller

Title of the Proposer's authorized official: President

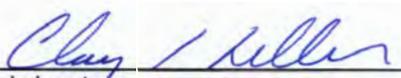
 03-08-16
Authorized signature Date

EXHIBIT H
NO GOVERNMENT OBLIGATION TO THIRD PARTIES

1. PCMC and Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the Solicitation or award of the underlying Contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to PCMC, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

Company name: Keller Construction, Inc.

Name of authorized official: Clay Keller

Title of the Proposer's authorized official: President

 03-08-16
Authorized signature Date

EXHIBIT I
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or it causes to be made, pertaining to the underlying Contract or the FTA-assisted project for which this Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC § 5307, the government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n)(1) on the Contractor, to the extent the federal government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

Company name: Keller Construction, Inc.

Name of authorized official: Clay Keller

Title of the Proposer's authorized official: President

 03-08-16
Authorized signature Date

**EXHIBIT K
FEDERAL CHANGES**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between PCMC and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Company name: Keller Construction, Inc.

Name of authorized official: Clay Keller

Title of the Proposer's authorized official: President

  03-08-16
Authorized signature Date

**EXHIBIT L
TERMINATION**

Reference Section 10. – Default, Remedy and Termination of the Park City Municipal Corporation Construction Agreement Contract.

The below certifies that the referenced section has been read and understood:

Company name: Keller Construction, Inc.

Name of authorized official: Clay Keller

Title of the Proposer's authorized official: President

 03-08-16
Authorized signature Date

**EXHIBIT M
CIVIL RIGHTS REQUIREMENTS**

The following requirements apply to the underlying Contract:

1. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and federal transit law at 49 USC § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying Contract:
 - a) **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and federal transit laws at 49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- b) **Age:** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§ 623 and federal transit law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c) **Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Company name: Keller Construction, Inc.

Name of authorized official: Clay Keller

Title of the Proposer's authorized official: President

 03-08-16
Authorized signature Date

EXHIBIT - N (1 of 2)
DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **4.6%**. **A separate contract goal of 4.6% DBE participation has been established for this procurement.**
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy PCMC or UDOT deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying sealed bid:
1. The names and addresses of DBE firms that will participate in this contract;
 2. A description of the work each DBE will perform;
 3. The dollar amount of the participation of each DBE firm participating;
 4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
 6. If the contract goal is not met, evidence of good faith efforts to do so.
- Bidders must present the information required above with initial proposals (see 49 CFR 26.53(3)).
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from PCMC. In addition, the service provider is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the PCMC and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- e. The contractor must promptly notify PCMC, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of PCMC.

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

The Contractor shall maintain compliance with "DBE Approval Certification" throughout the period of Contract performance.

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and

administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Park City Municipal Corporation deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Proposals that are not accompanied by a properly signed and executed DBE Approval certification are subject to rejection as nonresponsive.

I hereby certify that the Proposer has complied with the requirements of 49 CFR 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

I hereby certify that the Proposer has complied with the requirements of 49 CFR §26.49, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Clay Keller 03-08-16
Authorized signature Date

Clay Keller / President
Name & Title of Proposer's Authorized signature

DBE PARTICIPATION FORM

Please complete the following form detailing DBE participation with this proposal. If the DBE contract goal is not met please provide detailed evidence of good faith efforts used (include with proposal).

Names and addresses of DBE firms that will participate in this contract:

A description of the work each DBE will perform:

The estimated dollar amount of DBE participation shall be: \$

Bidder's commitment

Bidder's Name & Title: _____

Signature: _____ Date: _____

Participating DBE Commitment Confirmation

DBE's Name & Title: _____

Signature: _____ Date: _____

Please attach copy of UUCP DBE certificate with proposal (provided by participating DBE)

**EXHIBIT O
INCORPORATION OF FTA TERMS**

The preceding provisions include, in part, certain standard terms and conditions required by the Department of Transportation, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or its successors are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any PCMC requests that would cause PCMC to be in violation of the FTA terms and conditions.

Company name: Keller Construction, Inc.

Name of authorized official: Clay Keller

Title of the Proposer's authorized official: President

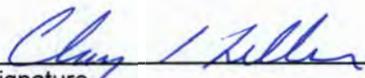
 03-08-16
Authorized signature Date

EXHIBIT P (1 of 3)
GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C, and must include the requirement to comply with 49 CFR 29, Subpart C, in any lower-tier covered transaction it enters into.

By signing and submitting its bid or Proposal, the Bidder or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Park City Municipal Corporation. If it is later determined that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to Park City Municipal Corporation, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C, while this Proposal is valid and throughout the period of any Contract that may arise from this Proposal. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Proposals that are not accompanied by a properly signed and executed Debarment and Suspension Certificate for Prospective Contractor and/or a Debarment and Suspension Certification (Lower Tier Transaction) certification, located in Section 9: Forms and Certifications CER 8.2 and 8.3 are subject to rejection as nonresponsive.

EXHIBIT P – Continued (2 of 3)
GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Primary covered transactions must be completed by Proposer for contract value over \$25,000.

Choose one alternative:

– The Proposer, [insert name], certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

– The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

– Executed in [insert city and state]. Salt Lake City, UT
Name:

Chay Miller 3-8-16

Authorized signature Date

EXHIBIT P – Continued (3 of 3)
GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This form is to be submitted by each Subcontractor receiving an amount exceeding \$25,000.

- The prospective lower-tier participant (Proposer) certifies, by submission of this Proposal, that neither it nor its "principals" as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

If the prospective Proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an "X" in the following space: _____

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Name and title of the Proposer's authorized official:

03-08-16
Authorized signature Date

**EXHIBIT Q
BUY AMERICA CERTIFICATION**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

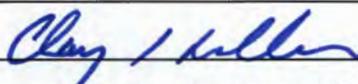
A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date 03-08-16

Signature 

Company Name Keller Construction, Inc.

Title President

EXHIBIT R
DISPUTE RESOLUTION CERTIFICATION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by Park City Municipal Corporation's Public Works Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Public Works Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Public Works Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by PCMC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten (10) days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Park City Municipal Corporation and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Utah.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Park City Municipal Corporation, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

*Reference Section 9. – **Disputes** of the Park City Municipal Corporation Construction Agreement Contract for further guidance regarding disputes.*

EXHIBIT S
CERTIFICATION OF RESTRICTIONS ON LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Keller Construction, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Clay Keller Signature of Contractor's Authorized Official

Clay Keller / Pres. Name and Title of Contractor's Authorized Official

03-08-16 Date

**EXHIBIT T
CLEAN AIR REQUIREMENTS**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 *et seq.* The Contractor agrees to report each violation to PCMC and understands and agrees that PCMC will, in turn, report each violation as required to ensure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

Company name: Keller Construction, Inc.

Name of authorized official: Clay Keller

Title of the Proposer's authorized official: President

  03-08-16
Authorized signature Date

**EXHIBIT U
CLEAN WATER REQUIREMENTS**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 *et seq.* The Contractor agrees to report each violation to PCMC and understands and agrees that PCMC will, in turn, report each violation as required to ensure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

Company name: Keller Construction, Inc.

Name of authorized official: Clay Keller

Title of the Proposer's authorized official: President

 03-08-16
Authorized signature Date

EXHIBIT V
CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 55305 and 46 CFR Part 381 impose cargo preference requirements in contracts and subcontracts in which equipment, materials or commodities may be transported by ocean vessel in carrying out the project. If the Contractor has knowledge of or anticipates any equipment, materials or commodities that may be shipped by ocean vessel, the Contractor is obligated to inform Park City Municipal Corporation, so that additional requirements and clauses may be attached to this Contract.

The Contractor agrees to the following:

1. To use privately owned U.S.-flag commercial vessels to ship at least fifty (50) percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for U.S.-flag commercial vessels;
2. To furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a Subcontractor's bill-of-lading.)
3. To include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

Proposals that are not accompanied by a properly signed and executed Cargo Preference certification are subject to rejection as nonresponsive.

Company name: Keller Construction, Inc.

Name of authorized official: Clay Keller

Title of the Proposer's authorized official: President

 03-08-16
Authorized signature Date

**EXHIBIT W
FLY AMERICA CERTIFICATION**

The Contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of federal funds and their Contractors are required to use U.S. flag air carriers for U.S. government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S.-flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Proposals that are not accompanied by a properly signed and executed Fly America certification are subject to rejection as nonresponsive.

Company name: Keller Construction, Inc.

Name of authorized official: Clay Keller

Title of the Proposer's authorized official: President

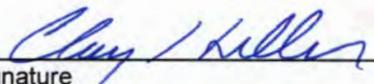
 03-08-16
Authorized signature Date

EXHIBIT X
DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will

issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - PCMC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any

apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the PCMC may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the PCMC for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
2. (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal

Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) *Apprentices* - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees* - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a

training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity* - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Refer to Attachment 4 - Davis-Bacon Decision Wage-Rate for wage rate information.

Company name: Keller Construction, Inc.

Name of authorized official: Clay Keller

Title of the Proposer's authorized official: President

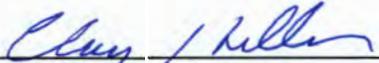
 03-08-16
Authorized signature Date

EXHIBIT Z (1 of 2)
NON-COLLUSION AFFIDAVIT

Contractor understands and acknowledges that the following representations are material and important, and will be relied on by Park City Municipal Corporation in awarding the contract(s) for which this bid is submitted. Contractor understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Park City Municipal Corporation of the true facts relating to the submission of bids for this contract. Proposers are required to submit as part of their proposal a duly signed and executed certification of compliance. Failure to provide the certification will result in a proposal being declared unresponsive.

Contractor agrees and hereby states that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder, except as disclosed on the attached appendix.
2. That neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening/closing.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other form of competitive bid.
5. Its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached appendix.

Proposals that are not accompanied by a properly signed and executed Non-Collusion Affidavit are subject to rejection as nonresponsive.

EXHIBIT Z – Continued (2 of 2) - NON-COLLUSION AFFIDAVIT

This affidavit is to be filled out and executed by the Proposer; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Proposer should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

- State of Utah, County of Salt Lake

I, Clay Keller, being first duly sworn, do hereby state that
(Name of Affiant)

I am President of Keller Construction, Inc.
(Capacity) (Name of Firm, Partnership or Corporation)

whose business is General Contractor

and who resides at 2412 South 3400 West, Salt Lake City, UT

and that N/A
(Give names of all persons, firms, or corporations interested in the bid)

is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

Clay Keller 3-8-2016
Signature of Affiant Date

Sworn to before me this 8 day of March, 2016.

Susan Marshall
Notary public My commission expires



NOTARY PUBLIC
SUSAN F. MARSHALL
Commission No. 37079
Commission Expires
NOVEMBER 17, 2018
STATE OF UTAH

**ATTACHMENT 4
DAVIS-BACON DECISION WAGE-RATE**

General Decision Number: UT150100 06/05/2015 UT100

Superseded General Decision Number: UT20140100

State: Utah

Construction Type: Building

Counties: Daggett, Duchesne, Rich and Summit Counties in Utah.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/16/2015
2	06/05/2015

BOIL0004-001 01/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 32.22	27.07

* ELEC0354-001 06/01/2015

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 22.86	9.49

ELECTRICIAN.....\$ 30.39 11.35

SFUT0669-003 07/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 29.93	16.87

SHEE0312-001 07/01/2014

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 32.11	11.40

SUUT2012-011 07/29/2014

	Rates	Fringes
BRICKLAYER.....	\$ 23.88	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 21.72	1.43
CARPENTER, Excludes Acoustical Ceiling Installation.....	\$ 19.51	5.30
CEMENT MASON/CONCRETE FINISHER...	\$ 21.11	0.00
INSULATOR - BATT.....	\$ 12.50	0.23
IRONWORKER, REINFORCING.....	\$ 15.00	0.00
IRONWORKER, STRUCTURAL.....	\$ 17.41	6.13
LABORER: Common or General.....	\$ 13.98	0.00

LABORER: Mason Tender - Brick...\$ 16.54 0.00

OPERATOR:

Backhoe/Excavator/Trackhoe.....\$ 16.59 0.79

PLUMBER.....\$ 24.00 4.62

TILE FINISHER.....\$ 17.00 0.00

TILE SETTER.....\$ 20.63 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

Revised 05.29.2015

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On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION



DATE: May 5, 2016

TO HONORABLE MAYOR AND COUNCIL

In December 2015, the City entered into a Professional Services Agreement with Landmark Design in the amount of \$58,650 to complete a Recreation Facilities Master Plan. In January 2016, Basin Recreation formally joined the Recreation Facilities Master Plan and wished to increase the scope of services with Landmark Design by \$35,200 to include Basin owned properties. The increased scope increases the contract amount to \$93,850. In April 2016 the Park City School District (PCSD) formally joined the Recreation Facilities Master Plan and wished to increase the scope of services with Landmark Design by \$30,000 to include the Kearns & Ecker Hill Campus in the master planning process. The City will be reimbursed from PCSD the \$30,000 for the increased scope of services. The total contract with Landmark Design with the increased scope is \$123,850

Respectfully:

Ken Fisher, Recreation Manager



City Council Staff Report

Subject: Recreation Facilities Master Plan Contract

Author: Ken Fisher, Recreation Manager

Department: Recreation

Date: May 5, 2016

Type of Item: Administrative - Contract Addendum

Summary Recommendations:

Authorize the City Manager to enter into a contract addendum with Landmark Design, in a form approved by the City Attorney's Office, for the services of completing a Recreation Facilities Master Plan in the amount of \$123,850.

Executive Summary: In December 2015, the City entered into a Professional Services Agreement with Landmark Design in the amount of \$58,650 to complete a Recreation Facilities Master Plan. In January 2016, Basin Recreation formally joined the Recreation Facilities Master Plan and wished to increase the scope of services with Landmark Design by \$35,200 to include Basin owned properties. The increased scope increases the contract amount to \$93,850. In April 2016 the Park City School District (PCSD) formally joined the Recreation Facilities Master Plan and wished to increase the scope of services with Landmark Design by \$30,000 to include the Kearns & Ecker Hill Campus in the master planning process. The City will be reimbursed from PCSD the \$30,000 for the increased scope of services. The total contract with Landmark Design with the increased scope is \$123,850

Acronyms in this Report:

PCSD Park City School District

The Problem

The increased scope created by the PCSD formally joining the Recreation Facilities Master Plan means the contract with Landmark Design needs to be amended. Due to the increased fees associated with the contract it is necessary to amend the contract so we are compliant with the City's purchasing policy.

Background:

The City has a long history of working cooperatively with Basin Recreation and the PCSD. Basin Recreation & Park City has completed the following studies together in the past few years:

- **Recreation Facility Demand Study:** Study completed in 2011 that compared the number of facilities in Park City & Basin to other resort communities.
- **Community Attitudes & Interest Survey:** Statistically valid survey of residents that was completed in 2012.
- **Mountain Recreation Strategic Action Plan:** This study addresses the prioritization of recreation facilities in the Park City and Snyderville Basin and was completed in 2013.

The PCSD, Park City & Basin Recreation currently have a **Joint Use Agreement for Recreation** that outlines how recreation facilities will be shared. It is a 5 year agreement with an automatic 5 year renewal. It was originally signed in 2007 and renewed in May 2012.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Authorize the City Manager to enter into a contract addendum with Landmark Design, in a form approved by the City Attorney's Office, for the services of completing a Recreation Facilities Master Plan in the amount of \$123,850.

Pros

- a. By amending the contract to include the expanded scope of services for the Kearns & Ecker Hill Campuses we will be in compliance with the City's purchasing Policy.
- b. This alternative supports City Council's goal of Regional Collaboration as the City, Basin Recreation & PCSD will all be working together to complete a regional Recreation Facilities Master Plan.
- c. By the PCSD formally joining with Basin Recreation & Park City on the Recreation Facilities Master Plan we will have a comprehensive picture of what recreation facilities could go where and what they would cost to own & operate. The increase of \$30,000 to the contract will be paid by the PCSD so the net change order to the City is at no cost.

Cons

- a. The expanded scope of services will delay the completion of the Recreation Facilities Master Plan until the end of June.
2. **Null Alternative:** If the contract is not amended to include the PCSD the City will be out of compliance with the purchasing policy.

Pros

- a. There are no pros to being out of compliance.

Cons

- a. The City could have a potential audit finding if they are not in compliance with approved purchasing policy.
3. **Other Alternatives:** The PCSD could contract directly with Landmark Design.

Pros

- a. The City wouldn't have to worry about being reimbursed from the PCSD.

Cons

- a. There could be a perception of the three organizations not working together because of having two separate contracts.

Department Review:

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

Funding Source:

The Recreation Facilities Master Plan is funded with Park & Open Space Impact Fees and is funded in the CIP budget through #CP0364 which has a balance of \$126,000.

PCSD will reimburse the City \$30,000 with the Basin contributing \$35,200. The total contract has the following breakdown:

Park City	\$ 58,650
Basin	\$ 35,200
PCSD	\$ 30,000
Total	\$123,850

The contract cost for each entity (City, Basin & PCSD) is in proportion to the sites currently being studied in the RFMP with six sites being owned by Park City, three owned by the Basin & two by the PCSD.

Attachments:

- A PCSD Scope of Services

Letter of Transmittal

March 31, 2016

Todd Hauber
 Business Administrator
 Park City School District
 2700 Kearns Blvd
 Park City, UT 84060
 (W) 435.615.0226 (C) Mobile 801.652.0741
 thauber@pcschools.us



Landmark Design
 LANDSCAPE ARCHITECTURE & PLANNING

Artspace Solar Gardens
 850 South 400 West | Studio 104
 Salt Lake City, Utah 84101
 801.474.3300
 www.lidi-ut.com

Proposal Additional Services Contract

Inclusion of Park City School District Projects and Needs into the On-going Park Mountain Recreation Facilities Master Plan Process

Dear Todd,

Thank you for the opportunity to submit our proposal for incorporating Snyderville Basin's need within the scope of this project. The **Landmark Design Team** is excited at the prospect of working with you and have prepared a scope of work and fee proposal that provides you with the required deliverables necessary to meet your needs.

As discussed during our recent meeting, we anticipate the following process and inputs. Please note that in addition to the existing Landmark Design Team we include the services of Zions Bank Public Finance, who will provide additional input related to O+M costs.

Proposed Scope of Services

Task 1 – Pre-programming/Facility Planning/Site Fit Studies and Phasing

Based on our meeting held with representatives of Park City School District, Park City and Snyderville Basin Recreation on Monday, December 21st, we are now tasked with evaluating recreation programming, architectural pre-programming and facility needs options for the Kearns Campus and Ecker Hill Middle School.

Pre-programming means identifying necessary spaces to be included in these new facilities as defined in meetings, as well as their approximate sizes. The goal of this exercise is to make a reasonably accurate determination as to whether the defined facility can fit on the proposed site and not to draw accurate floor plans of those spaces. Sparano + Mooney Architects (SMA)

will also investigate how proposed facilities will fit on the proposed sites, how much buildable area is possible on those sites and how phasing of those facilities might work. Landmark Design will investigate site opportunities and options, Parametrix will develop cost options, and Zions Bank Public Finance will investigate O and M costs.

Task 2 Incorporation of new tasks within the Established Park City Facilities Master Plan Process

Landmark Design will incorporate the needs of the Park City School District described in Task 1 within the existing process and schedule for the ongoing Mountain Recreation Facilities Master Plan) as summarized below:

- Continued representation in **the Advisory Committee** to oversee and provide guidance to the development of the Plan and to work closely with the Team.
- Implementation of a public involvement process, including an additional **public scoping meeting to review Park City School District facility needs and options**. During the recent Public Scoping Meetings to review Park City and Snyderville Basin facility options, we discovered that there was great interest in the school district joining this planning effort so the needs of all entities could be determined as part of a common approach. This meeting will focus on the Kearns Campus and Ecker Hill facilities.
- **Selection of Preferred Sites**, utilizing special evaluation criteria to weigh the pros and cons developed in the analysis of the selected sites and to ultimately evaluate how well each site suits the recreation facilities of priority.
- **Analysis of Sites and Option Development**, including construction costs and annual operational, maintenance and replacement costs. This will include research and review of projected operating costs for the various recreation facilities, as determined by the Master Plan, and the review of data and budgets to analyze the costs associated with different recreation facilities. This task will include interviews with appropriate personnel at Park City School District and its project partners to evaluate direct and indirect costs associated with various facilities. The resulting information will be used to estimate the cost of adding additional or expanded facilities; to summarize annual operating costs for various scenarios of facilities, and to address possible offsetting revenues generated by various uses (i.e., swim pool, field houses, recreation centers, etc.)
- **Preparation of a Draft Plan**, detailing site and architectural design concepts for each key location, including all amenities to be included in each project. This will include a refinement of opinions of probable cost for construction costs and annual operational, maintenance and replacement costs for each site and facility. We will also identify potential funding options available for the construction of the facilities at this stage.
- **Finalization of the Recreation Facilities Master Plan**, reflecting feedback from the public received during the Public Open House and the Advisory Committee, the draft concepts will

be revised and finalized. The Team will present the plan to City Council for their consideration, and following approval will provide the City with an electronic copy and one photo-ready hard copy of the report, which will include the necessary drawings, files, and presentations materials prepared by the Team.

Fee Proposal

*M.V.
30,000
4/6/16*

Landmark Design proposes a fee of \$~~32,000~~ to complete the tasks described in the preceding Tasks. This fee assumes all of the inputs described, including incorporation within the ongoing planning process and public meetings. We also have included costs for estimated reimbursable costs to cover mileage, plotting, printing and the production of meeting materials in this amount.

Landmark Design, Inc. bills monthly for work and time completed on the project. To the maximum extent permitted by law, the Client agrees to limit Landmark Design, Inc.'s liability to the amount of Landmark Design, Inc.'s professional fee for services rendered. This limitation shall apply regardless of cause of action or legal theory pled or asserted.

If there are any questions or need of clarification of the services offered by Landmark Design, Inc., please call me at 474-3300 or on my cell at 801.718.4353. Thank you for this opportunity and for your consideration – we look forward to hearing from you soon.

Respectfully yours,



Mark Vlasic, AICP, PLA, ASLA, LEED Green Associate
Principal-in-Charge and Project Manager

Accepted:



Park City School District

4/6/16

Date



Landmark Design

4/6/2016

Date





DATE: May 5, 2016

TO HONORABLE MAYOR AND COUNCIL

Pavement Management is a critical part of maintaining our transportation network including infrastructure integrity and quality of street surfaces. The primary performance measure for the pavement management program is to maintain an average Remaining Service Life (RSL) of 10 years or higher. Our current RSL is 8.58. Contracting with these service providers to complete the necessary pavement treatments will help us achieve this goal.

Respectfully:

Troy Dayley, Streets Supervisor



City Council Staff Report

Subject: 2016 Pavement Management
Author: Troy Dayley
Department: Public Utilities
Date: May 5, 2016
Type of Item: Administrative

Summary Recommendation

Accept the 2016 Pavement Management bids and authorize the City Manager to enter into agreements in a form approved by the City Attorney's Office with:

1. Staker Parson Companies, for Rotomilling, Pavement Overlays, and Utility Adjustments in the amount of \$605,533.92
2. Morgan Pavement, for Type II slurry seals, in the amount \$117,805.93
3. Ridge Rock, for Crack Seal, in the amount \$86,724.00
4. Holbrook Asphalt, for trail seal coat in the amount of \$25,911.90
5. Advanced Paving & Construction, for removal and replacement of concrete gutter in the amount of \$182,250.00

Executive Summary

Pavement Management is a critical part of maintaining our transportation network including infrastructure integrity and quality of street surfaces. The primary performance measure for the pavement management program is to maintain an average Remaining Service Life (RSL) of 10 years or higher. Our current RSL is 8.58. Contracting with these service providers to complete the necessary pavement treatments will help us achieve this goal.

Staff requested additional funding through the CIP process to expand the project scope and ensure we are on track to achieving a minimum RSL of 10.

Acronyms/Definitions:

RSL	Remaining Service Life
HMA	Hot Mix Asphalt
RAP	Recycle Asphalt Pavement

Slurry Seal- is applied to existing asphalt, once the street is cleaned slurry and aggregate material are mixed together and then applied from the back of a large truck using a screed to create a thin layer of material. Slurry is made from emulsified asphalt (a mixture made from oil and fine sand aggregate). A road is slurry sealed to extend the life of the street.

Crack Seal- Cracking in pavements occurs when stress is built up in the street surface causing a fissure or crack to open. Crack sealing and crack filling are methods which

can be used to seal these cracks in pavement surfaces. Crack sealing is a cost effective way to extend the life of the pavement.

High Density Mineral Bond- is similar to a slurry seal. It requires an asphalt emulsion like a slurry seal but in higher quantities. It also utilizes smaller aggregate, a slate and refined corundum, instead of the sand used in a slurry seal. This difference in aggregates size helps the mixture to be smoother to the touch and helps the application to stick to the roadway instead of raveling. This application of high density mineral bond will be friendlier for trail users than a typical slurry seal application.

Asphalt overlay- Asphalt pavement overlay refers to any paved road surfaced with asphalt. Hot Mix Asphalt (HMA) is a combination of approximately 95% stone, sand, or gravel bound together by asphalt cement, a product of crude oil. Asphalt cement is heated aggregate, combined, and mixed with the aggregate at an HMA facility. The asphalt is placed, and then compacted.

Rotomilling- is a controlled technique that removes asphalt from the existing pavement to a desired depth (typically 1-4 inches).

Curb and Gutter Replacement- consists of the removal of existing failing or damaged gutter, and/or compact sub-base and placement of new gutter along designated sections of roadways receiving pavement treatments. Curb and gutter systems function as a drainage system and a structural component of the pavement section.

The Problem

- As our street network ages, routine maintenance is required to protect the City's investment.
- Identifying the correct time frame for carrying out appropriate street maintenance or rehabilitation is critical to cost-effectively prolong the overall life of the street.
- Without proper maintenance, pavements will fail causing damage to the road base and potentially buried utilities resulting in the need for costly and highly disruptive road reconstruction.

Background

The pavement management program maximizes pavement life and minimizes road maintenance and reconstruction costs. The benefit of this practice is to extend pavement life and reduce the overall life cycle cost. Pavements typically deteriorate in a non-linear fashion with twenty-five percent of the deterioration occurring during the first seventy-five percent of pavement life. In other words, pavement deterioration accelerates after a certain amount of time. To increase cost-effectiveness, maintenance should occur when the pavement is still in fair condition. Repairs can be done inexpensively using sealing and overlay techniques. Proper pavement management will minimize the need for costly road reconstruction.

Pavement condition reports have identified the overall condition of Park City's pavement system. Pavement is rated using a Remaining Service Life (RSL) scale ranging from 20

years of remaining life being the best possible condition, to 0 years of remaining service life being the worst.

Remaining Service Life (RSL) Scale

Years of RSL	Maintenance Category	Recommended Maintenance
10-20	Minimal	Crack sealing
12-15	Some	Minor patching, fog seals, slurry seals and crack sealing
8-11	Routine	Thin overlays or slurry seals and micro seals
4-7	Increasing	Thicker overlays or possible reconstruction
0-4	High	Surface or base reconstruction, possibly subgrade stabilization or total reconstruction

The average RSL of all Park City pavements is 8.58 years. A value of 8.58 indicates we are beginning to slightly drop and a readjustment is needed. Additional funding through the CIP process is part of the staff recommended CIP budget and included in this year’s pavement program for City Council consideration and approval. The goal of an average RSL of 10 will be accomplished through routine maintenance including thin to medium thickness overlays, slurry sealing and crack sealing extending the service life of the pavements. The higher we can keep the pavement score the less expensive they will be to repair and maintain.

Alternatives for City Council to Consider

1. Recommended Alternative: Approve:

Accept the 2016 pavement management bids, approve awarding and authorize staff to enter into an agreement with the lowest qualified bidders:

1. Staker Parson Companies, for Rotomilling, Pavement Overlays, and Utility Adjustments in the amount of \$605,533.92
2. Morgan Pavement, for Type II slurry seals, in the amount \$117,805.93
3. Ridge Rock, for Crack Seal, in the amount \$86,724.00
4. Holbrook Asphalt, for trail seal coat in the amount of \$25,911.90
5. Advanced Paving & Construction, for removal and replacement of concrete gutter in the amount of \$182,250.00

Pros

- a. Transportation is one of City Councils Critical Priorities. A well maintained street network is a major component in achieving the overall goal.
- b. Proper pavement maintenance will extend pavement life and reduce the overall life cycle costs.
- c. Protects/preserves the city’s overall investment in our street infrastructure.

Cons

- a. **Null Alternative:** Doing nothing will result in a decline of the RSL. Park City's street infrastructure is a critical asset to its residents and visitors. Reduction in the overall pavement quality will result in more costly repairs in the future.

Analysis

The sealed bid notification/process was advertised in the Park Record, Salt Lake Tribune and on the City Webpage, in accordance with State B&C Road Funding.

Map of Pavement Treatments: <H:\Pavement Map 2016.pdf>

Slurry Seal

The following table identifies streets within the pavement management program. The program identifies a need for 110,099 square yards of slurry seal as part of the overall pavement management strategy.

Street Name	Section
Lucky John Drive	Monitor Drive to Meadows Drive
Evening Star Drive	Little Kate to Lucky John Drive
Meadows Drive	Lakeview Court to Normans Way
Holiday Ranch Loop Road	SR 224 to Lucky John Drive
River Birch Court	Little Kate to End of Cul-de-sac
Hackney Court	Holiday Ranch Loop Road to End of Cul-de-sac
Sidewinder Drive	SR 248 to Comstock Drive
Comstock Drive	SR248 to Sidewinder Drive
Sun Ridge Drive	Solamere Drive to End of Cul-de-sac
Thistle Drive	Sun Ridge to Telemark Drive
Golden Eagle Loop	Royal Street to Royal Street
Golden Eagle Court	Golden Eagle Loop to End Cul-de-sac
Silver Lake Drive	Royal Street to Perseverance Court

Crack Seal

Crack seal is an excellent way to prolong pavement life by sealing the surface cracks to prohibit water penetration on pavements which are in relatively good condition. However, all pavements in various stages and condition will benefit from crack sealing. The Contractor will apply 30 tons of crack seal to various city streets and 3 tons of crack seal to bike paths.

Pavement Overlays, Rotomilling and Utility Adjustments

The following streets have been identified within the pavement management program to receive a total of 6,034 tons of asphalt in the form of overlays as part of the overall pavement management strategy. Utility adjustments are required after an overlay to raise manholes, water valves, gas valves, and monument markers to the same grade as the new pavement surface. Most require lowering prior to an overlay due to the rotomilling process. 66 water valves/survey monuments and 59 manholes have been identified as needing to be adjusted prior to and after overlay application:

Street Name	Section	Water/ Monuments	Manholes	Tons
Deer Valley North	Deer Valley So. To Solamere Drive	9	1	836
Guardsman Connection	SR224 to Royal Street	0	0	747
Ontario Ave	State Route 224 to State Route 224	14	12	399
Three Kings Drive	Silver King to Kings Court	5	17	1055
Solamere Drive	Deer Valley North to Sun Ridge Drive	12	14	1869
Aspen Springs Drive	Meadows Drive to Canyon Court	20	10	805
Sunny Side Drive	Deer Valley to Mellow Mountain Dr.	6	5	323

Sealcoat Trails

The following Bike Paths have been identified within the pavement management program to receive a total of 15,995 square yards of High Density Mineral Bond as part of the overall pavement management strategy:

Trail Name	Section
Sunny Slopes Trail	Meadows Drive to Round Valley Trail Head
Meadows Drive Trail	Sunny Slopes Drive to American Saddler
Holiday Ranch Loop Road Path	Jupiter View Drive to Little Kate
McLeod Creek Trail	Meadows Drive to City Limit's (West)
SR224 Trail	Thaynes Canyon Dr. to Payday Drive
Deer Valley Drive Path	Doe Pass to Stone Bridge

Gutter Removal and Replacement

Larger sections of gutter have been identified for removal and replacement prior to milling and paving. The 3,459 feet of gutter replacement will help provide adequate drainage from the road extending the life of the pavement.

Street Name	Section	Type	Installation	Feet
Deer Valley Dr. North	South to Solamere Dr.	roll gutter	slip form	2,450
Solamere Dr.	DV to Sun Ridge Dr.	roll gutter	slip form	1009

Bid Results

There were seven bids received for street overlays, three bids for slurry seals, six bids for crack sealing, three bids for sealcoat tails, and one bid for concrete curb and gutter removal and replacement.

Asphalt Overlays

Staker & Parsons Co.	\$605,533.92 (Recommended)
Advanced Paving & Construction	\$615,850.90
Morgan Asphalt	\$642,411.7
Geneva Rock	\$644,680.70
Miller Paving	\$670,004.52
Kilgore Contracting	\$700,604.76

Granite Construction \$722,179.50

Slurry Seals

Morgan Pavement \$117,805.93 (Recommended)

M&M Asphalt \$137,623.75

Intermountain Slurry Seal \$192,673.85

Crack Sealing

Ridge Rock \$86,724.00 (Recommended)

Advanced Paving & Construction \$92,235.00

Kilgore Companies \$92,499.00

M&M Asphalt \$102,300.00

Seal Coat Trails

Holbrook Asphalt \$25,911.90 (Recommended)

M&M Asphalt \$27,991.25

Advanced Paving & Construction \$34,389.25

Curb and Gutter Replacement

Advanced Paving & Construction \$182,250.00 (Recommended)

Department Review

Bids were reviewed by the Public Utilities, Legal and Engineering Departments.

Funding Source

\$360,000 - Utah Class B&C Road Funds

\$440,000 - General Fund

\$ 52,760 - Balance remaining from 2015 Pavement Program

\$ 34,297 - Walkability Maintenance

\$185,000 - Stormwater CIP Fund



DATE: May 5, 2016

TO HONORABLE MAYOR AND COUNCIL

Council should consider approving a resolution to acknowledge Mental Health Awareness month.

Respectfully:

Michelle Kellogg, City Recorder

Resolution 10-2016

A Resolution Recognizing May 2016 as Mental Health Awareness Month in Park City

WHEREAS, one out of every five Americans suffers a mental health disorder during any given year;

WHEREAS, the impact of mental illness reaches families, neighborhoods, schools and the workplace;

WHEREAS, the Summit County Department of Health is conducting a needs assessment for mental health services;

WHEREAS, May has been recognized as National Mental Health Awareness Month since 1949; and

WHEREAS, a wide range of events is being planned for the Summit County community, including films, talks, panel discussions and library book displays about mental health;

NOW THEREFORE, be it resolved by the City Council of Park City that:

- (1) May is recognized as Mental Health Awareness Month in Park City;
- (2) The people of Park City are encouraged to learn more about mental health; and
- (3) The people of Park City are encouraged to participate--which can be done on a confidential basis--in the Summit County Department of Health's needs assessment survey.

PASSED AND ADOPTED this 5th day of May, 2016.

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

ATTEST:

Michelle Kellogg, City Recorder

APPROVED TO FORM:

Mark D. Harrington, City Attorney

MAY IS MENTAL HEALTH AWARENESS MONTH IN SUMMIT COUNTY

CONNECTing Hearts and Minds

Calendar of Events

Admission open to general public

(Admission is free unless noted)

<u>Date</u>	<u>Time</u>	<u>Location</u>	<u>Event</u>
May 3	7:00 p.m.	Jim Santy Auditorium	Talk on "Brain Science, Brain Health: Reframing Mental Illness" by Jon-Kar Zubieta, MD, PhD, Chair and Professor, Dept. of Psychiatry, University Neuropsychiatric Institute
May 3	3:00 p.m.	Jim Santy Auditorium	Talks on "Identification and Management of Cognitive Problems in Primary Care Settings, " by Sara Weisenbach, PhD; [Depression--diagnosis and treatment] by Perry Renshaw, MD, ,PhD, MBA; and [Addiction--new research leads to greater efficiency in treatment] by Tiffany Love, PhD (for professionals/service providers)
May 4	6:00 p.m.	McPolin Elementary	["Salud Mental y Tu"] by Jacqueline Gomez-Arias (child care & refreshments provided)]
May 5	7:00 p.m.	People's Health Clinic	NAMI Summit County Family Support Group (regular meeting)

<u>Date</u>	<u>Time</u>	<u>Location</u>	<u>Event</u>
"Brain Storm Film Festival"			
May 6 & 7	8:00 p.m.	Jim Santy Auditorium	"Infinitely Polar Bear," starring Mark Ruffalo, (admission charge)(Park City Film Series)
May 8	6:00 p.m.	Jim Santy Auditorium	"Touched with Fire," starring Katie Holmes/ Q & A with director Paul Dalio (admission charge) (Park City Film Series)
May 12	7:00 p.m.	Jim Santy Auditorium	"The Dark Side of the Full Moon," postpartum depression documentary followed by panel (free) (Park City Film Series)
May 16	6:30 p.m.	Jim Santy Auditorium	"No Letting Go," introduced by Liza Long, author of "The Price of Silence: A Mom's Perspective on Mental Illness," followed by Q & A (free) (not for children under 13)
May 18	6:30 p.m.	Jim Santy Auditorium	"On the Edge: Mental Health in Utah" followed by panel discussion on [?] (free)
May 7(?)	TBA	National Ability Center	CONNECT Family Day at the National Ability Center for Veterans and First Responders
May 11	6:00 p.m.	Intermountain Park City Medical Center	Talk, "The Effects of Altitude on Depression," by Shami Kanekar, Univ. of Utah
May 11	6:00 p.m.	Kimball Junction Library	Book to Film Club: "Silver Linings Playbook" showing

<u>Date</u>	<u>Time</u>	<u>Location</u>	<u>Event</u>
May 16	9:00 a.m.	Parley's Park Elementary Sch.	Liza Long, author of "The Price of Silence, " meeting with parents
May 16	4:00 p.m.	Parley's Park Elementary Sch.	Liza Long Q & A with local teachers and mental health counselors
May 24	5:00 p.m.	Park City High School	Mental Wellness Talk on "The Power of Mindfulness" by Rebecca Brenner, (refreshments served) (RSVP 435-333-3535)
May 25	TBA	Valley Behavioral Health	Valley Behavioral Health Open House (refreshments served)
All month	Varies	Summit Co. Library branches	Displays of books on mental health
May 9 to 30	Varies	Park City Library	Display of books on mental health

Addresses for Event Locations

Christian Center of Park City 1283 Deer Valley Drive, Park City

Intermountain Park City

Medical Center 900 Round Valley Drive, Park City

McPolin Elementary School , Park City

National Ability Center 1000 Ability Way, Pak City 435-649-3991 www.discovernac.org

Park City High School 1750 Kearns Blvd., Park City , Park City

Parler's Park Elementary Sch. 4600 Silver Springs Drive, Park City

People's Health Clinic 650 Round Valley Drive, Park City 435-333-1850 www.pwopleshealthclinic.org

Jim Santy Auditorium 1255 Park Avenue, Park City

Park City Library 1255 Park Avenue, Park City 435-615-5600 www.parkcitylibrary.org

Summit County Library

Coalville Branch 10 North Main Street , Coalville 435-336-2062

Kamas Branch 110 North Main Street, Kamas 435-783-4350

Kimball Junction Branch 1885 W. Ute Blvd., Park City 435-615-3900

Trailside Elementary School 5700 Trailside Drive, Park City

Valley Behavioral Health 1753 Sidewinder Drive, Park City 435-649-8347 www.valleycares.com

CONNECT

Promoting Better Understanding of Mental Health in Summit County

WHO WE ARE

CONNECT brings together Summit County residents who are concerned about mental health issues facing our community. We are family members, loved ones and friends of people struggling with mental illness. We are mental health service providers in Summit County. And we are people not directly affected by mental illness who recognize the serious challenge facing our community. All of us want to see improved mental health services with greater accessibility in Summit County.

OUR MISSION

CONNECT was formed to de-stigmatize mental illness, to increase awareness of existing behavioral health services and to build public support for increased spending on behavioral health in Summit County.

WHAT WE ARE DOING TO PROMOTE BETTER UNDERSTANDING

CONNECT is working on two major projects right now. The Summit County Health Department is preparing a needs assessment survey on mental health services. CONNECT is working with the Health Department to encourage people throughout Summit County to take the survey--on a confidential basis.

May is national Mental Health Awareness Month. CONNECT is organizing a wide range of events throughout Summit County during May. Events will include films, talks, panel discussions and library displays.

CONNECT WITH US

connectsummitcounty@gmail.com · [facebook.com/ConnectSummitCounty](https://www.facebook.com/ConnectSummitCounty) · We welcome you to join us!



DATE: May 5, 2016

TO HONORABLE MAYOR AND COUNCIL

Bill Rock, Chief Operating Officer with Park City Mountain Resort, will report on the resort's 2015-2016 season.

Respectfully:

Michelle Kellogg, City Recorder



DATE: May 5, 2016

TO HONORABLE MAYOR AND COUNCIL

On January 28th and March 24th 2016, City Council approved amendments to Title 4, Chapter 8 of the Municipal Code with regards to Special Events. One of these changes included a Special Event Fee Reduction Policy for City Services. This Fee Reduction Policy serves as a tool to help balance positive economic outcomes and impacts to the community, as well as, effectively and efficiently utilizing City resources. Fee Reduction Requests over \$25,000 shall be reviewed and approved by City Council.

Respectfully:

Jennifer Diersen,

City Council Staff Report

Subject: Special Event Fee Reduction (July 1 through December 31)
Author: Jenny Diersen, Special Events Coordinator
Jason Glidden, Economic Development Project Manager
Department: Sustainability – Special Events
Date: May 5, 2016
Type of Item: Administrative

Summary Recommendations:

Staff recommends that Park City Council approve Fee Reduction in City Services for Special Events including the Tour of Utah in the amount of \$35,000 and 4th of July Celebration in the amount of \$44,933.

Executive Summary:

On January 28th and March 24th 2016, City Council approved amendments to Title 4, Chapter 8 of the Municipal Code with regards to Special Events. One of these changes included a Special Event Fee Reduction Policy for City Services. This Fee Reduction Policy serves as a tool to help balance positive economic outcomes and impacts to the community, as well as, effectively and efficiently utilizing City resources. Fee Reduction requests over \$25,000 shall be reviewed and approved by City Council.

Topic/Description:

Review the recommendation for Special Event Fee Reduction, conduct a public hearing, and approve the Fee Reduction amounts for Tour of Utah (TOU) and the 4th of July Celebration.

Acronyms in this Report:

TOU – Tour of Utah
SEAC – Special Events Advisory Committee
City – Park City Municipal Corporation
Chamber – Park City Chamber of Commerce/Convention & Visitors Bureau
JV – Joint Venture
VIK – Value In Kind

The Problem/Challenge:

The City is working to find a balance for Special Events and the impacts, both positive and negative; they have on the local community and economy. Fee reductions:

- Reduce city budget by reducing possible revenues, eg. fees that are not reduced or waived would offset direct expenses due to provision of City services.
- Help to facilitate events that provide positive economic impact and bring value to the local community and to the City.
- Impact the second period of Fee Reduction requests with regards to the \$200,000 total annual threshold that City Council established

Background:

On January 28th and March 24th, 2016 City Council approved amendments to Title 4, Chapter 8 of the Municipal Code with regards to Special Events.

[January 28th, 2016 Council Report](#) – pages 93 through 140

[January 28th, 2016 Minutes](#) – pages 9 & 10

[March 24th, 2016 Council Report](#) – pages 66 through 101

March 24th, 2016 Minutes

One of these changes included a Special Event Fee Reduction Policy for City Services. This Fee Reduction Policy (Exhibit A) serves as one of the tools to:

- Effectuate the City’s role in facilitating and enabling events as a social, community or economic development tool;
- Effectively and efficiently utilizing City resources.

Fees eligible for reduction through this process include the following City Service Fees in the following areas: Special Events Application Fee, Building Permit, Facility or Equipment Rental, Public Safety Personnel, Field and Parks Rental, Special Use of Public Parking Permit, and Trail Use. Fee Reduction requests under \$25,000.00 shall be approved by the City Manager or his/her designee. Fee Reduction requests over \$25,000.00 shall be reviewed and approved by City Council.

- Fee Reductions shall be reviewed by the City Departments that they affect.
- Fee Reduction requests over \$10,000.00 shall be reviewed by SEAC.

There are two (2) time periods for the consideration of Fee Reductions:

1. Special Events July 1 through December 31 (Applications due April 1)
2. Special Events January 1 through June 30 (Applications due October 1)

Out of an anticipated fifty (50) Special Event Permits between July 1 and December 31, the Special Events Department has received and reviewed thirty-five (35) Special Event Fee Reduction Applications for City Services, for a total request of \$192,883.05.

- Based on recommendations from City Staff, the City Manager, who has administrative authority to approve Fee Reduction requests under \$25,000, approved a total of \$66,451. Two (2) of the applicants requested Special Event Fee Reduction exceeding \$25,000.00. These two events are Tour of Utah and 4th of July.

Out of an anticipated twenty-two (22) Special Event Permits during the next Fee Reduction request time period (January 1 and June 30) remaining Fee Reduction requests are estimated at \$40,000.00.

The chart below shows a description of the above information.

Description of Item	Number of Events	Cost
Total Annual Fee Reduction Threshold FY 17	76	\$200,000.00
Total Request for Fee Reduction from Events July 1 through December 31	35 out of 50	\$192,883.05
City Manager Approved Fee Reduction	33	\$66,451.55
City Council Request for Approval (Tour of Utah & 4th of July)	2	\$79,733.00
Total Request for Approval July 1 through December 31	35	\$146,184.55
Remaining Fee Reduction Threshold for Second Fee Reduction Period		\$53,815.45
Total Estimated Fee Reduction Request Events January 1 through June 30	15 out of 22	\$40,000.00
Total Estimated Amount for Annual Fee Reduction FY 17	50 out of 72	\$186,184.60
Total Estimated Remaining Fee Reduction from Total Annual Threshold		\$13,815.45
<i>*Fee Reduction Process does not include City Service Agreements</i>		
<i>** Estimated that a total of 22 events will not request Fee Reduction</i>		

Analysis

Tour of Utah

Total Request for Special Event Fee Reduction \$53,136.00

Special Event Application Fee	\$160.00
Trails Fee	NA
Public Safety Personnel	\$39,150.00
Equipment	\$2,714.00
Parks/Field Rentals	NA
Special use of Public Parking	\$10,552.00
Building Permit	\$640.00
Total Request for Special Event Fee Reduction	\$53,136.00

Summary of Reason of Recommendation of Tour of Utah

The Tour of Utah is a statewide event, supported by the Governor’s Office of Economic Development and the Utah Sports Commission. This event gets both international and regional exposure through the media and highlights Park City as a cycling destination. When both City Departments and SEAC reviewed the fee reduction applications and the criteria, these groups recommended fee reduction based on finding that the event met the following criteria:

- Criterion 1: Does not charge admission fees for public participation or entry.
- Criterion 2: Provides free programs which benefit the community as a whole, and additionally offers free educational and participatory programs for local youth.
- Criterion 3: Provides positive tax benefits and revenue opportunities to the city to offset City services and costs required by the event,

The City and Chamber through the Joint Venture (which is jointly funded equally by Park City and the Chamber/Bureau) will provide the approximate \$80,000 of value and value-in-kind (VIK) through the following resources which are currently within the approved City, Chamber and JV budgets respectively:

\$20,000	<i>Existing City Special Events Staff Resources –Staff working as Event Promoter (may be existing staff or temporary contract hire or combination);</i>
\$20,000	<i>Chamber budget (separate from JV, no city funds) (Cash/ Value –in-Kind);</i>
\$7,500	<i>City Fee Waivers;</i>
\$32,500	<i>Cash funding and VIK – It is anticipated that some of the value can be raised through donations and VIK from private sector partners such as food, lodging and outdoor products. In addition to logistics and operations of the race, one of the event promoter’s responsibilities will be to secure private funding. If not raised, the Joint Venture would be seen as a financial (cash) backstop. Any host community contract would be structured to identify a maximum or cap direct financial exposure for the City. Examples of these costs and VIK include direct costs such as police officers, rest rooms and indirect costs or forgone revenues such as use of public parking public facilities, meeting rooms and staff time.</i>
\$80,000	<i>Total</i>

The budget for Tour of Utah from 2012 has increased by \$20,000 over the last four years. In an effort to help cover increased cost, SEAC and staff were supportive of increasing the amount of reduced City Services from \$27,500 to a total of \$35,000.

Staff will be returning to City Council for event updates and approval June.

Recommended amount for Tour of Utah Special Event Fee Reduction \$35,000.00.

4th of July

Total request for Special Event Fee Reduction \$44,733.00.

Special Event Application Fee	\$160.00
Trails Fee	NA
Public Safety Personnel	\$39,600.00
Equipment	\$1,668.00
Parks/Field Rentals	\$85.00
Special Use of Public Parking	\$2,800.00
Building Permit	<u>\$420.00</u>
Total Request for Special Event Fee Reduction	\$44,733.00

Summary of Reason of Recommendation 4th of July:

The 4th of July is a community event that involves numerous community organizations. There are a large amount of activities throughout the day for people of all ages. There are many non-profits that use the event to fundraise. Both SEAC and city staff felt strongly that this was an event that needed to be supported. When both City Departments and SEAC reviewed the fee reduction applications and the criteria, these groups recommended fee reduction based on finding that the event met the following criteria considerations the event:

- Criterion 1: Does not charge admission fees for public participation or entry, and offers low cost options for participation in charged activities.
- Criterion 2: Provides free programs which benefit the community as a whole.
- Criterion 3: Provides positive tax benefits and revenue opportunities to the city to offset City services and costs required by the event.
- Criterion 5: Fees would have a detrimental effect on services provided to the public.

Staff will be returning to City Council for updates for this year's event in May.

Recommended amount for 4th of July Special Event Fee Reduction \$44,733.00

Department Review:

PCMC event operational departments consisting of Economic Development, Special Events, Police, Building, Parks & Building Maintenance, Public Works, Parking Services, Recreation, Executive, Legal and Budget have reviewed this report for Special Event Fee Reduction for Tour of Utah and 4th of July and their comments have been incorporated into the report.

In addition, the Special Events Advisory Committee (SEAC) has also reviewed the Fee Reduction requests and their recommendation has been incorporated into this report.

Funding Source:

Any approved fee reductions will need to be covered through existing department budgets as part of the City's General Fund.

Alternatives:

A. Approve:

Council could approve the special event fee reductions as proposed. This is the recommendation of staff.

B. Deny:

City Council could deny Fee Reduction Requests. This would cause both City Departments, as well as event organizers to be unclear on how to prepare for budgets with regard to Special Events.

C. Modify:

City Council could modify the Fee Reduction Requests either lowering or increasing the fee reduction amounts. This modification would impact City Budget as well as event organizers budget planning.

D. Continue the Item:

The City Council may continue the discussion in order to receive additional information. This would delay the approval of the Fee Reduction Requests. If the item is continued, staff would request additional direction with regards to information requested for a later meeting.

E. Do Nothing:

City Council could take no action, thus staff would lack direction with regards to the Fee Reduction Requests. Such action would prevent Fee Reduction for Special Events.

Consequences of not taking the recommended action:

Fee Reduction for the Tour of Utah and Fourth of July events would not be approved as described. This may affect both City Departments as well as the event organizers with regards to budget projections.

Recommendation:

Approve. Staff recommends that Park City Council approve Fee Reduction in City Services for Special Events including the Tour of Utah in the amount of \$35,000 and 4th of July Celebration in the amount of \$44,933. This would allow both City Departments as well as event organizers to understand and budget for these events, with consideration of budget estimates anticipated for the next phase of Special Event Fee Reduction Applications.

Attachments:

Exhibit A – Special Event Fee Reduction Policy

Exhibit B – Application for Fee Reduction – Tour of Utah

Exhibit C – Application for Fee Reduction – 4th of July



Special Event Fee Reduction Policy

Park City Municipal Corporation is committed to facilitating Park City's community vibrancy and economic development by hosting special events, and to mitigating for the impact of these events. In this effort, the city will annually allocate up to two hundred thousand dollars (\$200,000) to be used towards reducing fees required to provide city services for special events. Fees eligible to be reduced include the following City Service Fees: Application, Building Permit, Facility or Equipment Rental, Public Safety Personnel, Field and Park Rental, Special Use of Public Parking Permit, and Trail Use. Fees may be reduced for qualifying first-time and recurring events. In order to be eligible for a Special Event Fee Reduction, applications must be filled out in their entirety.

A. Special Event Fee Reduction Evaluation Criteria

The City will consider the following when reviewing a special event fee reduction request:

1. **Criterion 1:** Charges event admission or fees for participation, and policy for attendees or participants unable to pay such fees;
2. **Criterion 2:** Provides free programs, or raises funds for organizations or free programs, benefitting local youth, seniors or underserved constituents;
3. **Criterion 3:** Provides positive tax benefits, raises funds or provides revenue opportunities to the city to offset City services and costs required by the event;
4. **Criterion 4:** Provides event opportunities during resort off seasons, defined as September 21-November 15, and April 1-May 15, excluding holidays;
5. **Criterion 5:** Demonstrates that the imposition of fees would create a financial hardship on the Applicant or would have a detrimental effect on services provided to the public.

The City's Special Events Department and Special Events Advisory Committee (SEAC) will review applications and submit recommendations to a panel consisting of the Economic Development Manager and Budget Manager(s) and the City Manager. The City Manager may approve fee reductions up to twenty five thousand dollars (\$25,000). If the total fee reduction request exceeds twenty five thousand dollars (\$25,000), or includes city service fees other than those indicated above, the request must be approved by City Council in a Public Meeting or through an approved City Services

Contract. Appeals may be brought to the Special Events Department with final authority by the City Manager or his or her designee and City Council.

B. Special Event Fee Reduction Appropriations

The City currently reduces fees for Special Events through collaboration with multiple city departments. Of the fees required for city events, no more than two hundred thousand dollars (\$200,000) per annum will be waived; allocation of fee reductions will be determined at the sole discretion of the Economic Development and Budget Manager(s), City Manager or City Council. Unmet thresholds at the end of a year will not be carried forward to future years.

C. Special Event Fee Reduction Categories

Applications for Special Events Fee Reductions will be placed in five potential categories for tracking and evaluation processes. Categorization is determined by the event meeting at least one criterion listed for each category:

1. Local/Community Cultural Event: Events of or relating to artistic or social pursuits, hosted by organizations from Summit and Wasatch counties, and including vendors and/or participants and marketed to audiences within the state of Utah;
2. Local/Community Recreational Event: Events of or relating to sporting or competitive pursuits, hosted by organizations from Summit and Wasatch counties, and including vendors and/or participants and marketed to audiences from within the state of Utah;
3. Regional Cultural Event: Events of or relating to artistic or social pursuits, hosted by organizers from Utah counties including Summit and Wasatch counties, or from states including but not limited to Colorado, New Mexico, Arizona, Nevada, Idaho, Wyoming, or Montana, and including national vendors and/or participants and marketed to national audiences;
4. Regional Recreational Event: Events of or relating sporting or competitive pursuits, hosted by organizers and including vendors and/or participants from Utah counties including Summit and Wasatch counties, or from states including but not limited to Colorado, New Mexico, Arizona, Nevada, Idaho, Wyoming, or Montana, and including national vendors and/or participants and marketed to national audiences;
5. National and/or International Event: Events of or relating to artistic or social, sporting or competitive, or other pursuits determined to be valuable by the City, hosted by international or national organizations from states excluding those defined as 'regional', listed above, and including vendors and/or participants and marketed to national or international audiences.

D. Application Process

Application forms will be available for download from the City's www.parkcity.org website, available via email from the Special Events Coordinators, or within the Special Events Office of City Hall. In order to apply for a Fee Reduction,

applicants must request an estimate of City Service event fees from the Special Events Department; estimates will be made available by the Special Events Department no later than one week (7 days) prior to the Application deadline. Estimates are not binding on the City; event organizers should anticipate fluctuations in final costs based on estimated fees.

E. Deadlines

All applications for Special Events Fee Reductions must be received no later than the following dates each year to be eligible for bi-annual consideration;

- **October 1st** for events occurring January 1st through June 30th, and
- **April 1st** for events occurring July 1st through December 31st.

Applications received outside the scheduled application process may be considered when the applicant demonstrates an immediate need for funding and provides justification for why the application was not filled within the specified deadline, unless otherwise directed by the Council.

Extraordinary requests received must meet all of the following criteria to be considered:

1. The request must align with the Special Event Fee Reduction Evaluation Criteria;
2. The applicant must show that the requested fee waivers represent an immediate fiscal need that could not have been anticipated before the deadline; and
3. The applicant must demonstrate significant consequences of not being able to wait for the next semiannual review.
 - i. Significant consequences could include inability to hold event due to event date or immediate fiscal need, but not wish or preference.

F. Award Policy

The reduction of Special Events fees shall be administered pursuant to applications and evaluation criteria established by the Special Events Department and Special Events Advisory Committee, and approved by the Economic Development and Budget Managers, City Manager or City Council upon the determination that such action is consistent with the overall goals of the City.

Fee Reduction amounts will be noticed to the applicants by May for those events occurring July 1 through December 31st, and November for those events occurring January 1 through June 30th.

Nothing in this policy shall create a binding contract or obligation of the City. Individual event permits and their associated fees may vary from permit to permit at the discretion of City. Any reduction of Special Event fees is valid only for the permit specified therein and shall not constitute a promise of future reward. The City reserves the right to reject any and all applications, and to waive any

technical deficiency at its sole discretion. All submittals shall be public records in accordance with government records regulations (“GRAMA”) unless otherwise designated by the applicant pursuant to UCA Section 63-2-308, as amended.



**SPECIAL EVENT
FEE REDUCTION APPLICATION**

Applications due:
 April 1 (Events July 1 to December 31)
 October 1 (Events January 1 to June 30)

Questions?
 Call Special Events
 435.615.5188
jenny.diersen@parkcity.org

Complete applications for Special Events Fee Reductions must be received by following dates each year to be eligible for bi-annual consideration; **October 1st** for events occurring January 1st through June 30th, and **April 1st** for events occurring July 1st through December 31st. Applications received outside the scheduled application process may be denied for approval. In order to be eligible for a Special Event Fee Reduction, applications must be filled out in their entirety. Please refer to the Special Events Fee Reduction Policy for more information.

FEE REDUCTIONS ARE NOT VALID UNTIL APPROVED BY THE CITY MANAGER
OR CITY COUNCIL

Per Park City Municipal Code Section 4.8.9: Annually, the city will allocate up to a total of two hundred thousand dollars (\$200,000) to be used to reduce fees required for special events. If the total fee reduction request exceeds twenty five thousand dollars (\$25,000), then the request must be approved by City Council Meeting in a Public Meeting or through an approved City Services Contract. Please refer to the Park City Municipal Code for complete information.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Name of Event:	2016 Tour of Utah		
Date of Application:	3.29.16		
Applicant Legal Organization Name:	Park City Chamber of Commerce/Convention & Visitors Bureau		
Organization Contact (First, Last):	Bob Kollar		
Title/Position:	VP of Special Events		
Phone/Email:	435 658 9608		
Organization Street Address:	1850 Sidewinder Drive, Suite 320, Park City, UT 84060		
Organization Mailing Address:	same		
Is organization a registered non-profit?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No

SPECIAL EVENT FEE INFORMATION

EVENT TITLE:	2016 Tour of Utah		
EVENT DATE(S):	August 7, 2016		
Estimate of total fees requested to be waived, provided by the Special Events Department:			\$ 53,136
EVENT TYPE	<i>Please refer to the Special Event Fee Waiver Policy for more information</i>		
<input type="checkbox"/> Local/Community Cultural	<input type="checkbox"/> Local/Community Recreational		
<input type="checkbox"/> Regional Recreational	<input checked="" type="checkbox"/> National/International	<input type="checkbox"/> Regional Cultural	

SPECIAL EVENT FEE REDUCTION EVALUATION CRITERIA

Please limit responses to each of the following criteria to 500 words.

On a separate page, please indicate your reasons for choosing Park City as the location for your event.

Will a fee be charged for attendance or participation? Yes No

On a separate page, please include a summary of all registration and/or participation fees, and policy regarding participants' inability to pay such fees.

Does the event provide programs for local youth or youth organizations? Yes No

On a separate page, please include a summary of how the event provides programs for local youth or youth organizations. Your description should address how many youth you expect to benefit, and include projections and/or statistics and data.

On a separate page, please include a summary of how the event will generate positive tax benefits, raise funds or provide revenue opportunities to Park City. Your description should include projections and/or statistics and data.

If applicable, please include a Statement of Need on a separate page. Your summary should address how the imposition of fees would create a financial hardship on the Applicant or would have a detrimental effect on services provided to the public.

APPLICANT AND SPONSORING BUDGET INFORMATION The following information is required in order for the City to consider waiving Special Event fees. Only direct program or event fees may be listed.

Program or Event Expenses

A. Salaries/ Fees

Artists/Performance/Speakers Contracted Staff:	\$0
Administrative:	\$0
Program Staff:	\$0
Other (specify):	\$0
Total Salaries / Fees:	\$0

B. Facility/ Space Rental Fees (non-city)

Non-city Rental fees:	\$75000
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C. Remaining Costs (Itemized)

Equipment Rental (non-city):	\$3500
Marketing:	\$30000
Travel:	\$0
Insurance (non-city):	\$2500
Misc. fees (please specify):	\$5000
Other (please specify):	\$0
Total Event Costs	\$41000

D. Special Event Fees

Total Special Events Fees	\$
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TOTAL Program Operating Expenses (A+B+C+D)	\$116000
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Attach additional pages as needed to illustrate details of expenses listed above.

Program or Event Income

E. Registration Income

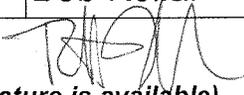
Registration Income:	\$0
Participation Income:	\$0
Total Registration and/or Participation Income	\$0

F. Donations or Sponsorships

Corporate/ Business:	\$0
Foundations/ Grants:	\$0
Clubs/Organizations:	\$0
Memberships:	\$0
Individual Donors:	\$0
Other (please specify):	\$0
Donation/Sponsorship Total	\$0

G. Other Income	
Other income (please specify):	\$0
TOTAL Program Operating Income (E+F+G)	\$0

Attach additional pages as needed to explain other income sources

AGREEMENT AND SIGNATURE	
I hereby certify that the information provided is true and correct to the best of my knowledge and that a true financial hardship would be wrought on the organization I represent if the municipal event fees are not waived.	
Name (printed):	Bob Kollar
Signature: <i>(if electronic signature is available)</i>	
Date:	3.29.16

Municipal Fees		Total Amount or Percentage of fees waived
• Application Fee	\$ 80.	\$ or % _____
• Facility & Field Rentals	_____	
• Public Safety Personnel	\$ 39,150	
• Public Parking Spaces	\$ 10,552	
• Equipment	\$ 2714	
• Building Permit	\$ 640	
• Trails Fees	_____	
Total of fees that can be reduced	\$ 53,136	
		Approved by _____

FOR MUNICIPAL USE ONLY
Date, Application received

Tour of Utah Fee Reduction supplemental information:

Park City was selected by Tour of Utah to host its Championship Stage on Historic Main Street because of the enthusiastic support of the community, the spectacular images (for television and print media) created by the finish line on Main Street, and the professionalism of its Special Events staff.

The event benefits youth in the community through Tour of Utah's sponsored program of kids activities including *Mike and the Bike* (publication about the health benefits of staying active including riding bikes). *Mike and the Bike* is distributed to elementary schools in Summit County, and Tour of Utah works with local teachers to create lesson plans around the publication and the race. Tour of Utah also offers a "Kids' Race to the Finish" between the start and finish of the professional cycling race. Kids, in age categories from 4 to 12, race their own bikes against other kids of similar ages for prizes.

The seven stages of the Tour of Utah attracted approximately 275,000 spectators, generated \$20 million of economic impact for the state of Utah, reached a national and international audience with 14 hours of live television coverage and 34 hours of live webcasting via Tour Tracker. The Park City Chamber/Bureau will create a television marketing campaign targeting the regional markets of Utah, Arizona and Colorado to encourage cycling fans to come to Park City for the race. It is anticipated that the 15,000-20,000 spectators on race day will spend time shopping and dining on Main Street between the start and finish of the race. Based on the most recent summer visitor survey, the average summer in-state day visitor spends \$186.61 (on food/beverage/entertainment/activities/etc.) and the average summer out-of-stage visitor spends \$302.02 (on the same categories listed for day visitors plus lodging). With approximately 15,000 – 20,000 spectators, the economic impact (even if none is counted as out-of-state) is approximately \$2.8 - \$3.7 million.

Without a fee reduction, the expenses of hosting the Tour of Utah will likely cause the PC Chamber/Bureau to reconsider hosting the race or substantially alter its funding of other events.



**SPECIAL EVENT
FEE REDUCTION APPLICATION**

Applications due:
April 1 (Events July 1 to December 31)
October 1 (Events January 1 to June 30)

Questions?
Call Special Events
435.615.5188
jenny.diersen@parkcity.org

Complete applications for Special Events Fee Reductions must be received by following dates each year to be eligible for bi-annual consideration; **October 1st** for events occurring January 1st through June 30th, and **April 1st** for events occurring July 1st through December 31st. Applications received outside the scheduled application process may be denied for approval. In order to be eligible for a Special Event Fee Reduction, applications must be filled out in their entirety. Please refer to the Special Events Fee Reduction Policy for more information.

FEE REDUCTIONS ARE NOT VALID UNTIL APPROVED BY THE CITY MANAGER
OR CITY COUNCIL

Per Park City Municipal Code Section 4.8.9: Annually, the city will allocate up to a total of two hundred thousand dollars (\$200,000) to be used to reduce fees required for special events. If the total fee reduction request exceeds twenty five thousand dollars (\$25,000), then the request must be approved by City Council Meeting in a Public Meeting or through an approved City Services Contract. Please refer to the Park City Municipal Code for complete information.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Name of Event:			
Date of Application:			
Applicant Legal Organization Name:			
Organization Contact (First, Last):			
Title/Position:			
Phone/Email:			
Organization Street Address:			
Organization Mailing Address:			
Is organization a registered non-profit?	<input type="checkbox"/>	Yes	<input type="checkbox"/> No

SPECIAL EVENT FEE INFORMATION

EVENT TITLE:			
EVENT DATE(S):			
Estimate of total fees requested to be waived, provided by the Special Events Department:			\$ _____
EVENT TYPE	<i>Please refer to the Special Event Fee Waiver Policy for more information</i>		
Local/Community Cultural	Local/Community Recreational		
Regional Recreational	National/International	Regional Cultural	

SPECIAL EVENT FEE REDUCTION EVALUATION CRITERIA

Please limit responses to each of the following criteria to 500 words.

On a separate page, please indicate your reasons for choosing Park City as the location for your event.

Will a fee be charged for attendance or participation?

Yes

No

On a separate page, please include a summary of all registration and/or participation fees, and policy regarding participants' inability to pay such fees.

Does the event provide programs for local youth or youth organizations?

Yes

No

On a separate page, please include a summary of how the event provides programs for local youth or youth organizations. Your description should address how many youth you expect to benefit, and include projections and/or statistics and data.

On a separate page, please include a summary of how the event will generate positive tax benefits, raise funds or provide revenue opportunities to Park City. Your description should include projections and/or statistics and data.

If applicable, please include a Statement of Need on a separate page. Your summary should address how the imposition of fees would create a financial hardship on the Applicant or would have a detrimental effect on services provided to the public.

APPLICANT AND SPONSORING BUDGET INFORMATION The following information is required in order for the City to consider waiving Special Event fees. Only direct program or event fees may be listed.

Program or Event Expenses

A. Salaries/ Fees

Artists/Performance/Speakers Contracted Staff:	\$
Administrative:	\$
Program Staff:	\$
Other (specify):	\$
Total Salaries / Fees:	\$

B. Facility/ Space Rental Fees (non-city)

Non-city Rental fees:	\$
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C. Remaining Costs (itemized)

Equipment Rental (non-city):	\$
Marketing:	\$
Travel:	\$
Insurance (non-city):	\$
Misc. fees (please specify):	\$
Other (please specify):	\$
Total Event Costs	\$

D. Special Event Fees

Total Special Events Fees	\$
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TOTAL Program Operating Expenses (A+B+C+D)	\$
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Attach additional pages as needed to illustrate details of expenses listed above.

Program or Event Income

E. Registration Income

Registration Income:	\$
Participation Income:	\$
Total Registration and/or Participation Income	\$

F. Donations or Sponsorships

Corporate/ Business:	\$
Foundations/ Grants:	\$
Clubs/Organizations:	\$
Memberships:	\$
Individual Donors:	\$
Other (please specify):	\$
Donation/Sponsorship Total	\$

G. Other Income	
Other income (please specify):	\$
TOTAL Program Operating Income (E+F+G)	\$

Attach additional pages as needed to explain other income sources

AGREEMENT AND SIGNATURE	
I hereby certify that the information provided is true and correct to the best of my knowledge and that a true financial hardship would be wrought on the organization I represent if the municipal event fees are not waived.	
Name (printed):	
Signature: <i>(if electronic signature is available)</i>	Date:

<u>Municipal Fees</u>	
<ul style="list-style-type: none"> • Application Fee _____ • Facility & Field Rentals _____ • Public Safety Personnel _____ • Public Parking Spaces _____ • Equipment _____ • Building Permit _____ • Trails Fees _____ 	<p>Total Amount or Percentage of fees waived</p> <p>\$ or % _____</p>
Total of fees that can be reduced _____	Approved by _____

FOR MUNICIPAL USE ONLY
Date, Application received

Park City Municipal Corporation Fee Reduction Requests 4th of July 2016

Will a fee be charged for attendance or participation? Entries into the parade will be charge a minimal entry fee to participate in the parade. This fee will vary depending on whether the entry is a non profit, or commercial organization. All other activities are open to the public and the nonprofit organizations that run various events, use funds to benefit local community programs.

Does the event provide programs for local youth or youth organizations? The 4th of July celebration provides family and kids' activities in City Park. This includes bounce houses, carnival games, and a variety of field games (three legged race, egg toss, etc.). These activities are put on by two local youth organizations that use the event as a fundraiser. It is estimated that over 1,000 kids take part in the activities during the event.

Economic Impact – The 4th of July event drives visitors from outside the Park City area. While the majority of these visitors are only day visitors, they do spend money in the community at restaurants, shopping, and doing on mountain activities.



DATE: May 5, 2016

TO HONORABLE MAYOR AND COUNCIL

The Council will hold a public hearing on the adoption of the City Manager's Recommended Budget. According to State Code, the City Council is required to pass a tentative budget by the first city council meeting in May of each year. The final budget is required to be adopted on or before June 21st of each year. A public notice is published a week before the adoption of the final budget, announcing a public hearing in conjunction with the final adoption of the budget.

Respectfully:

Matt Dias, Asst City Manager



Ordinance No. 2016-19

ORDINANCE ADOPTING A TENTATIVE REVISED BUDGET FOR FISCAL YEAR 2016 AND A TENTATIVE BUDGET FOR FISCAL YEAR 2017 FOR PARK CITY MUNICIPAL CORPORATION AND ITS RELATED AGENCIES AND AUTHORIZING THE COMPUTATION OF THE PROPERTY TAX RATE AT A NO TAX INCREASE RATE

WHEREAS, the Utah State law requires that city budgets be adopted by ordinance: and;

WHEREAS, a public hearing was held on May 5 at the City Council's regularly scheduled meetings, complying with State law;

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

SECTION 1. TENTATIVE REVISED BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended budget presented on May 5, 2016 and with changes as summarized in the Attachments to this ordinance is hereby adopted as the tentative revised Fiscal Year 2016 budget for Park City Municipal Corporation and its related agencies.

SECTION 2. TENTATIVE BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended budget presented on May 5, 2016 and with changes as summarized in the Attachments to this ordinance is hereby adopted as the tentative budget for Fiscal Year 2017 for Park City Municipal Corporation and its related agencies.

SECTION 3. CERTIFIED PROPERTY TAX RATE. The City's Budget Officer is authorized, after the County has provided the Certified Property Tax data, to compute the City's Certified Property Tax Rate for 2016 at a "No Tax Increase Rate" and file said rate with the County.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 5th day of May, 2016

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Expenditure Summary by Fund and Major Object (FY 2016 Adjusted Budget)

Description	Personnel FY 2016	Mat, Supplies, Services FY 2016	Capital FY 2016	Debt Service FY 2016	Contingency FY 2016	Sub - Total FY 2016	Interfund Transfer FY 2016	Ending Balance FY 2016	Total FY 2016
Park City Municipal Corporation									
011 GENERAL FUND	\$20,114,163	\$6,947,085	\$369,282	\$0	\$250,000	\$27,680,530	\$2,117,006	\$9,272,761	\$39,070,297
012 QUINNS RECREATION COMPLEX	\$730,363	\$368,957	\$6,000	\$0	\$0	\$1,105,320	\$0	\$-3,827,364	\$-2,722,044
021 POLICE SPECIAL REVENUE FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,944	\$29,944
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,257	\$17,257
031 CAPITAL IMPROVEMENT FUND	\$0	\$0	\$45,134,457	\$0	\$0	\$45,134,457	\$1,297,588	\$3,476,999	\$49,909,044
038 EQUIPMENT REPLACEMENT CIP	\$0	\$0	\$2,471,132	\$0	\$0	\$2,471,132	\$0	\$372,030	\$2,843,162
051 WATER FUND	\$2,393,327	\$3,260,907	\$13,313,151	\$4,509,004	\$100,000	\$23,576,390	\$1,574,227	\$10,097,074	\$35,247,691
052 STORM WATER FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
055 GOLF COURSE FUND	\$778,404	\$498,529	\$149,084	\$27,060	\$0	\$1,453,077	\$117,077	\$1,163,779	\$2,733,933
057 TRANSPORTATION & PARKING FUND	\$5,850,622	\$1,009,951	\$15,084,542	\$0	\$0	\$21,945,115	\$2,540,804	\$13,048,742	\$37,534,662
062 FLEET SERVICES FUND	\$835,721	\$1,651,120	\$10,000	\$0	\$0	\$2,496,841	\$0	\$1,048,576	\$3,545,417
064 SELF INSURANCE FUND	\$0	\$946,300	\$0	\$0	\$0	\$946,300	\$0	\$411,816	\$1,358,116
070 SALES TAX REV BOND - DEBT SVS FUND	\$0	\$0	\$0	\$2,601,563	\$0	\$2,601,563	\$3,452,014	\$3,063,750	\$9,117,327
071 DEBT SERVICE FUND	\$0	\$0	\$0	\$4,230,380	\$0	\$4,230,380	\$0	\$1,063,074	\$5,293,454
Total Park City Municipal Corporation	\$30,702,601	\$14,682,849	\$76,537,648	\$11,368,007	\$350,000	\$133,641,105	\$11,098,717	\$39,238,438	\$183,978,260
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$22,634	\$750,000	\$0	\$0	\$0	\$772,634	\$1,641,125	\$133,560	\$2,547,319
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$485,000	\$0	\$0	\$0	\$485,000	\$752,000	\$64,638	\$1,301,638
033 REDEVELOPMENT AGENCY-LOWER PRK	\$0	\$0	\$13,025,293	\$0	\$0	\$13,025,293	\$324,000	\$1,797,391	\$15,146,684
034 REDEVELOPMENT AGENCY-MAIN ST	\$0	\$0	\$122,603	\$0	\$0	\$122,603	\$803,885	\$1,166,101	\$2,092,589
Total Park City Redevelopment Agency	\$22,634	\$1,235,000	\$13,147,896	\$0	\$0	\$14,405,530	\$3,521,010	\$3,161,690	\$21,088,230
Municipal Building Authority									
035 BUILDING AUTHORITY	\$0	\$0	\$7,198	\$0	\$0	\$7,198	\$0	\$451,714	\$458,912
Total Municipal Building Authority	\$0	\$0	\$7,198	\$0	\$0	\$7,198	\$0	\$451,714	\$458,912
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	\$30,725,235	\$15,917,849	\$89,692,741	\$11,368,007	\$350,000	\$148,053,833	\$14,619,727	\$42,851,842	\$205,525,402

Expenditure Summary by Fund and Major Object (FY 2017 Budget)

Description	Personnel FY 2017	Mat, Supplies, Services FY 2017	Capital FY 2017	Debt Service FY 2017	Contingency FY 2017	Sub - Total FY 2017	Interfund Transfer FY 2017	Ending Balance FY 2017	Total FY 2017
Park City Municipal Corporation									
011 GENERAL FUND	\$20,900,404	\$7,137,209	\$431,390	\$0	\$250,000	\$28,719,003	\$2,125,675	\$10,361,319	\$41,205,997
012 QUINNS RECREATION COMPLEX	\$850,054	\$374,277	\$6,000	\$0	\$0	\$1,230,331	\$1,200	\$-4,270,895	\$-3,039,364
021 POLICE SPECIAL REVENUE FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,944	\$29,944
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,257	\$17,257
031 CAPITAL IMPROVEMENT FUND	\$0	\$0	\$16,545,359	\$0	\$0	\$16,545,359	\$1,285,867	\$11,812,523	\$29,643,749
038 EQUIPMENT REPLACEMENT CIP	\$0	\$0	\$1,023,700	\$0	\$0	\$1,023,700	\$0	\$372,030	\$1,395,730
051 WATER FUND	\$2,974,519	\$3,386,856	\$17,013,429	\$4,507,304	\$100,000	\$27,982,108	\$1,574,227	\$14,967,262	\$44,523,597
052 STORM WATER FUND	\$657,244	\$295,400	\$451,500	\$0	\$0	\$1,404,144	\$20,000	\$565,856	\$1,990,000
055 GOLF COURSE FUND	\$922,418	\$498,529	\$114,565	\$27,060	\$0	\$1,562,572	\$117,077	\$1,050,076	\$2,729,725
057 TRANSPORTATION & PARKING FUND	\$6,544,670	\$1,207,951	\$18,444,045	\$0	\$0	\$26,196,666	\$2,540,804	\$3,783,152	\$32,520,622
062 FLEET SERVICES FUND	\$970,624	\$1,684,620	\$10,000	\$0	\$0	\$2,665,244	\$0	\$804,532	\$3,469,776
064 SELF INSURANCE FUND	\$0	\$946,300	\$0	\$0	\$0	\$946,300	\$0	\$216,181	\$1,162,481
070 SALES TAX REV BOND - DEBT SVS FUND	\$0	\$0	\$0	\$2,261,013	\$0	\$2,261,013	\$0	\$3,054,750	\$5,315,763
071 DEBT SERVICE FUND	\$0	\$0	\$0	\$4,224,985	\$0	\$4,224,985	\$0	\$1,120,892	\$5,345,877
Total Park City Municipal Corporation	\$33,819,935	\$15,531,142	\$54,039,988	\$11,020,362	\$350,000	\$114,761,427	\$7,664,850	\$43,884,879	\$166,311,156
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$25,327	\$750,000	\$0	\$0	\$0	\$775,327	\$1,641,125	\$130,900	\$2,547,352
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$485,000	\$0	\$0	\$0	\$485,000	\$752,000	\$69,638	\$1,306,638
033 REDEVELOPMENT AGENCY-LOWER PRK	\$0	\$0	\$17,881,858	\$0	\$0	\$17,881,858	\$0	\$56,658	\$17,938,516
034 REDEVELOPMENT AGENCY-MAIN ST	\$0	\$0	\$50,000	\$0	\$0	\$50,000	\$806,088	\$1,062,013	\$1,918,101
Total Park City Redevelopment Agency	\$25,327	\$1,235,000	\$17,931,858	\$0	\$0	\$19,192,185	\$3,199,213	\$1,319,209	\$23,710,607
Municipal Building Authority									
035 BUILDING AUTHORITY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$451,714	\$451,714
Total Municipal Building Authority	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$451,714	\$451,714
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	\$33,845,262	\$16,766,142	\$71,971,846	\$11,020,362	\$350,000	\$133,953,612	\$10,864,063	\$45,655,802	\$190,473,477

Expenditure Summary by Fund and Major Object (FY 2018 Budget)

Description	Personnel FY 2018	Mat, Supplies, Services FY 2018	Capital FY 2018	Debt Service FY 2018	Contingency FY 2018	Sub - Total FY 2018	Interfund Transfer FY 2018	Ending Balance FY 2018	Total FY 2018
Park City Municipal Corporation									
011 GENERAL FUND	\$21,184,898	\$7,136,109	\$360,590	\$0	\$250,000	\$28,931,597	\$2,255,921	\$12,637,796	\$43,825,314
012 QUINNS RECREATION COMPLEX	\$850,054	\$374,277	\$6,000	\$0	\$0	\$1,230,331	\$1,249	\$-4,698,475	\$-3,466,895
021 POLICE SPECIAL REVENUE FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,944	\$29,944
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,257	\$17,257
031 CAPITAL IMPROVEMENT FUND	\$0	\$0	\$10,268,540	\$0	\$0	\$10,268,540	\$1,288,297	\$4,012,979	\$15,569,816
038 EQUIPMENT REPLACEMENT CIP	\$0	\$0	\$1,073,700	\$0	\$0	\$1,073,700	\$0	\$372,030	\$1,445,730
051 WATER FUND	\$2,974,519	\$3,449,067	\$12,272,480	\$4,506,154	\$100,000	\$23,302,220	\$1,575,872	\$16,915,693	\$41,793,785
052 STORM WATER FUND	\$657,244	\$295,400	\$864,500	\$0	\$0	\$1,817,144	\$31,234	\$797,478	\$2,645,856
055 GOLF COURSE FUND	\$922,418	\$498,529	\$114,565	\$27,060	\$0	\$1,562,572	\$117,801	\$965,649	\$2,646,022
057 TRANSPORTATION & PARKING FUND	\$6,404,542	\$1,207,951	\$4,110,515	\$0	\$0	\$11,723,008	\$2,610,936	\$3,930,371	\$18,264,315
062 FLEET SERVICES FUND	\$970,624	\$2,380,590	\$10,500	\$0	\$0	\$3,361,714	\$0	\$24,008	\$3,385,722
064 SELF INSURANCE FUND	\$0	\$946,300	\$0	\$0	\$0	\$946,300	\$0	\$20,546	\$966,846
070 SALES TAX REV BOND - DEBT SVS FUND	\$0	\$0	\$0	\$2,266,613	\$0	\$2,266,613	\$0	\$3,050,013	\$5,316,626
071 DEBT SERVICE FUND	\$0	\$0	\$0	\$4,210,235	\$0	\$4,210,235	\$0	\$1,175,172	\$5,385,407
Total Park City Municipal Corporation	\$33,964,300	\$16,288,223	\$29,081,390	\$11,010,062	\$350,000	\$90,693,975	\$7,881,310	\$39,250,461	\$137,825,746
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$0	\$750,000	\$0	\$0	\$0	\$750,000	\$1,641,125	\$153,567	\$2,544,692
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$485,000	\$0	\$0	\$0	\$485,000	\$752,000	\$74,638	\$1,311,638
033 REDEVELOPMENT AGENCY-LOWER PRK	\$0	\$0	\$3,571,000	\$0	\$0	\$3,571,000	\$0	\$4,041,814	\$7,612,814
034 REDEVELOPMENT AGENCY-MAIN ST	\$0	\$0	\$450,000	\$0	\$0	\$450,000	\$809,490	\$554,523	\$1,814,013
Total Park City Redevelopment Agency	\$0	\$1,235,000	\$4,021,000	\$0	\$0	\$5,256,000	\$3,202,615	\$4,824,542	\$13,283,157
Municipal Building Authority									
035 BUILDING AUTHORITY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$451,714	\$451,714
Total Municipal Building Authority	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$451,714	\$451,714
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	\$33,964,300	\$17,523,223	\$33,102,390	\$11,010,062	\$350,000	\$95,949,976	\$11,083,925	\$44,526,717	\$151,560,618

All Funds Combined

Revenue	Actual FY 2014	Actual FY 2015	YTD Actual FY 2016	Adjusted FY 2016	Original FY 2017	% Total FY 2017	Original FY 2018
RESOURCES							
Property Taxes	\$18,111,591	\$18,155,545	\$18,035,139	\$18,343,245	\$18,546,507	10%	\$18,732,940
Sales Tax	\$17,518,455	\$19,196,824	\$12,152,778	\$20,351,839	\$22,427,169	12%	\$18,352,513
Franchise Tax	\$3,158,716	\$3,061,207	\$2,257,257	\$3,144,000	\$3,225,000	2%	\$3,298,000
Licenses	\$1,374,461	\$1,452,619	\$1,442,753	\$1,427,699	\$1,459,183	1%	\$1,451,666
Planning Building & Engineering Fees	\$3,777,866	\$5,699,680	\$2,034,800	\$5,142,000	\$4,202,000	2%	\$4,202,000
Other Fees	\$43,461	\$37,185	\$108,674	\$49,000	\$59,000	0%	\$59,000
Federal Revenue	\$3,395,326	\$3,124,867	\$83,748	\$9,025,572	\$7,978,119	4%	\$3,592,480
State Revenue	\$1,370,678	\$2,452,457	\$286,575	\$406,000	\$466,000	0%	\$466,000
County/SP District Revenue	\$375,001	\$100,000	\$50,000	\$52,000	\$50,000	0%	\$50,000
Water Charges for Services	\$13,128,172	\$14,125,896	\$11,340,620	\$15,660,141	\$18,738,500	10%	\$19,528,500
Transit Charges for Services	\$2,175,148	\$2,200,248	\$1,555,482	\$2,556,039	\$3,671,378	2%	\$2,921,042
Cemetery Charges for Services	\$26,250	\$38,188	\$14,420	\$38,000	\$38,000	0%	\$39,000
Recreation	\$3,163,875	\$3,353,645	\$2,291,445	\$3,467,596	\$3,628,496	2%	\$3,725,496
Ice	\$787,773	\$757,271	\$587,303	\$775,000	\$788,000	0%	\$804,000
Other Service Revenue	\$86,364	\$99,640	\$76,165	\$91,000	\$91,000	0%	\$91,000
Library Fines & Fees	\$16,124	\$12,456	\$16,146	\$20,000	\$20,000	0%	\$21,000
Fines & Forfeitures	\$739,304	\$970,488	\$886,465	\$679,200	\$1,469,200	1%	\$1,469,200
Misc. Revenues	\$3,243,186	\$2,986,257	\$1,635,218	\$2,639,856	\$1,242,518	1%	\$7,158,561
Interfund Transactions (Admin)	\$4,454,236	\$5,527,077	\$4,107,430	\$5,313,115	\$5,330,283	3%	\$5,494,304
Interfund Transactions (CIP/Debt)	\$9,474,901	\$17,418,595	\$4,866,320	\$9,306,612	\$5,533,780	3%	\$5,589,612
Special Revenues & Resources	\$904,174	\$796,792	\$299,462	\$715,000	\$657,500	0%	\$658,500
Bond Proceeds	\$9,243,543	\$28,532,387		\$22,700,000	\$48,000,000	25%	\$8,200,000
Beginning Balance	\$70,184,139	\$76,584,096	\$83,622,487	\$83,622,487	\$42,851,842	22%	\$45,655,802
TOTAL	\$166,752,742	\$206,683,419	\$147,750,689	\$205,525,402	\$190,473,475	100%	\$151,560,616

Change in Fund Balance

Fund	Actuals FY 2014	Actuals FY 2015	Actuals FY 2016	Adjusted FY 2016	Increase (red) FY 2016	% Inc (red) FY 2016	Budget FY 2017	Increase (red) FY 2017	% Inc (red) FY 2017	Budget FY 2018	Increase (red) FY 2018	% Inc (red) FY 2018
Park City Municipal Corporation												
011 GENERAL FUND	\$9,789,256	\$10,255,105	\$0	\$9,272,761	\$-982,344	-10%	\$10,361,319	\$1,088,558	12%	\$12,637,796	\$2,276,477	22%
012 QUINNS RECREATION COMPLEX	\$-3,204,132	\$-3,497,044	\$0	\$-3,827,364	\$-330,320	9%	\$-4,270,895	\$-443,531	12%	\$-4,698,475	\$-427,580	10%
021 POLICE SPECIAL REVENUE FUND	\$29,144	\$29,944	\$0	\$29,944			\$29,944			\$29,944		
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$17,258	\$17,257	\$0	\$17,257			\$17,257			\$17,257		
031 CAPITAL IMPROVEMENT FUND	\$27,106,574	\$32,950,023	\$0	\$3,476,999	\$-29,473,024	-89%	\$11,812,523	\$8,335,524	240%	\$4,012,979	\$-7,799,544	-66%
038 EQUIPMENT REPLACEMENT CIP	\$1,902,793	\$1,832,162	\$0	\$372,030	\$-1,460,132	-80%	\$372,030			\$372,030		
051 WATER FUND	\$7,317,437	\$8,909,527	\$0	\$10,097,074	\$1,187,547	13%	\$14,967,262	\$4,870,188	48%	\$16,915,693	\$1,948,431	13%
052 STORM WATER FUND	\$0	\$0	\$0	\$0	\$0		\$565,856	\$565,856		\$797,478	\$231,622	41%
055 GOLF COURSE FUND	\$1,054,654	\$1,187,987	\$0	\$1,163,779	\$-24,208	-2%	\$1,050,076	\$-113,703	-10%	\$965,649	\$-84,427	-8%
057 TRANSPORTATION & PARKING FUND	\$18,794,937	\$20,105,652	\$0	\$13,048,742	\$-7,056,910	-35%	\$3,783,152	\$-9,265,590	-71%	\$3,930,371	\$147,219	4%
062 FLEET SERVICES FUND	\$961,174	\$1,145,417	\$0	\$1,048,576	\$-96,841	-8%	\$804,532	\$-244,044	-23%	\$24,008	\$-780,524	-97%
064 SELF INSURANCE FUND	\$1,208,215	\$607,450	\$0	\$411,816	\$-195,634	-32%	\$216,181	\$-195,635	-48%	\$20,546	\$-195,635	-90%
070 SALES TAX REV BOND - DEBT SVS FUND	\$1,165,265	\$6,527,765	\$0	\$3,063,750	\$-3,464,015	-53%	\$3,054,750	\$-9,000	0%	\$3,050,013	\$-4,737	0%
071 DEBT SERVICE FUND	\$432,580	\$1,003,018	\$0	\$1,063,074	\$60,056	6%	\$1,120,892	\$57,818	5%	\$1,175,172	\$54,280	5%
Total Park City Municipal Corporation	\$66,575,155	\$81,074,263	\$0	\$39,238,438	\$-41,835,825	-281%	\$43,884,879	\$4,646,441	165%	\$39,250,461	\$-4,634,418	-167%
Park City Redevelopment Agency												
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$0	\$133,527	\$0	\$133,560	\$33	0%	\$130,900	\$-2,660	-2%	\$153,567	\$22,667	17%
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$59,638	\$0	\$64,638	\$5,000	8%	\$69,638	\$5,000	8%	\$74,638	\$5,000	7%
033 REDEVELOPMENT AGENCY- LOWER PRK	\$8,183,095	\$555,559	\$0	\$1,797,391	\$1,241,832	224%	\$56,658	\$-1,740,733	-97%	\$4,041,814	\$3,985,156	7,034%
034 REDEVELOPMENT AGENCY- MAIN ST	\$1,302,719	\$1,340,589	\$0	\$1,166,101	\$-174,488	-13%	\$1,062,013	\$-104,088	-9%	\$554,523	\$-507,490	-48%
Total Park City Redevelopment Agency	\$9,485,814	\$2,089,313	\$0	\$3,161,690	\$1,072,377	219%	\$1,319,209	\$-1,842,481	-100%	\$4,824,542	\$3,505,333	7,010%
Municipal Building Authority												
035 BUILDING AUTHORITY	\$523,127	\$458,911	\$0	\$451,714	\$-7,197	-2%	\$451,714			\$451,714		
Total Municipal Building Authority	\$523,127	\$458,911	\$0	\$451,714	\$-7,197	-2%	\$451,714			\$451,714		



DATE: May 5, 2016

TO HONORABLE MAYOR AND COUNCIL

Staff is recommending City Council acting as the RDA Board of Directors, approve a Real Estate Purchase Contract (REPC) in the amount of \$1,100,000 with Emmett Family Trust 2015 for parcel number SRNYK-2, located at 1364 Woodside Avenue. This .12 acre property is adjacent to other city-owned properties within the Lower Park Avenue RDA, which City Council has identified as the location of an affordable housing project.

Respectfully:

Heinrich Deters, Trails and Open Space Program Manager



Redevelopment Agency Staff Report

Subject: Acquisition of Property located at 1364 Woodside Avenue
Author: Heinrich Deters
Department: Sustainability
Date: May 5, 2016
Type of Item: Property - Potential Property Acquisition by the Redevelopment Agency

Summary Recommendation

Staff requests City Council, acting as the governing board of the Redevelopment Agency (RDA), approve a Real Estate Purchase Contract (REPC) with the Emmett Family Trust 2015, for the property located at 1364 Woodside Avenue in the amount of \$1,100,000. (Attachment A - REPC)

Executive Summary

Staff is recommending City Council acting as the RDA Board of Directors, approve a Real Estate Purchase Contract (REPC) in the amount of \$1,100,000 with Emmett Family Trust 2015 for parcel number SRNYK-2, located at 1364 Woodside Avenue. This .12 acre property is adjacent to other city-owned properties within the Lower Park Avenue RDA, which City Council has identified as the location of an affordable housing project.

Acronyms

HRM	Historic Residential- Medium Density
MPD	Master Planned Development
PCMC	Park City Municipal Corporation
REPC	Real Estate Purchase Contract
RDA	Redevelopment Agency

Background

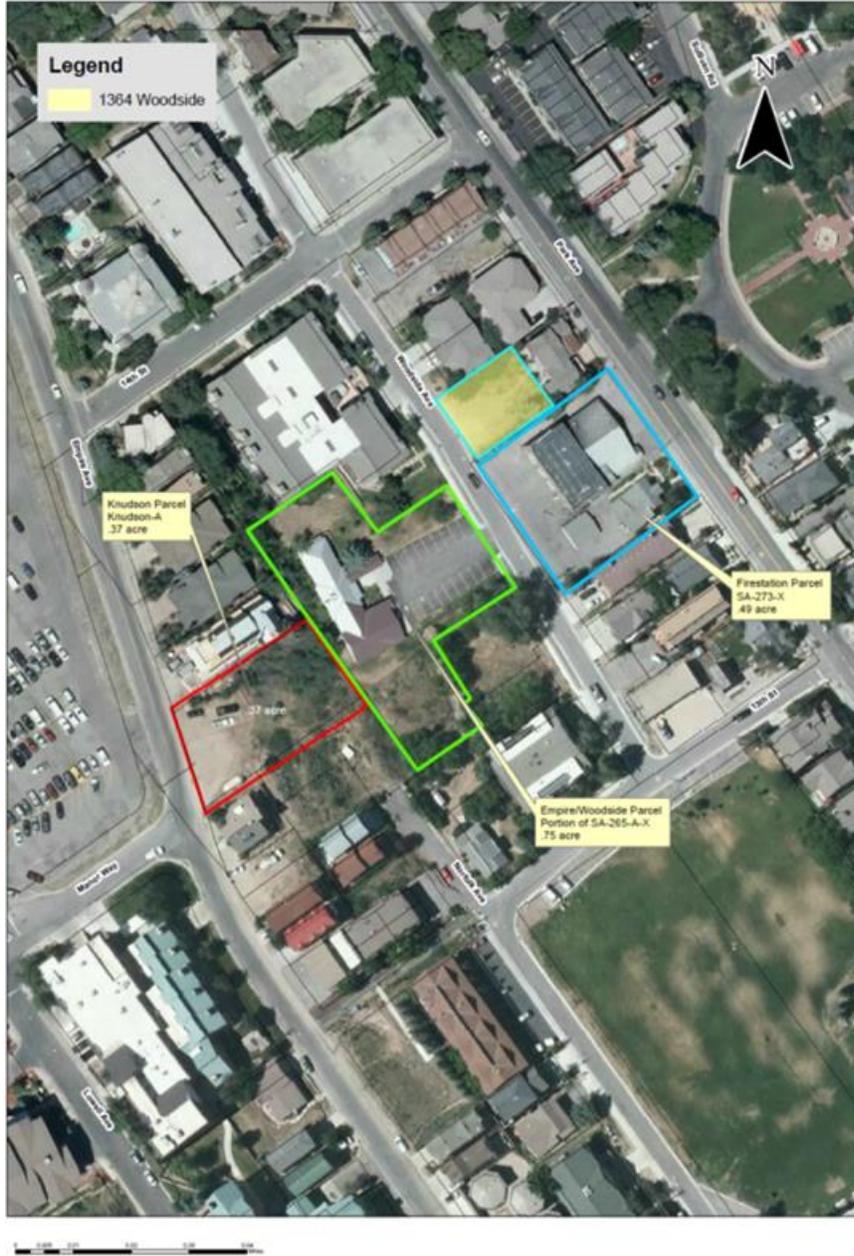
The current budget designates \$31,000,000 in new funding for affordable housing over the next five years. About \$20 million targets land banking and neighborhood protection. The budget also contains \$9 million in previous affordable housing projects for a total of \$40 million. This funding is a combination of RDA and Additional Resort Sales Tax funds.

[Park City Municipal- Citizen's Budget](#)

The Executive Director (City Manager) of the Redevelopment Agency of Park City executed a REPC, dated April 1, 2016 for the 1364 Woodside Property, subject to approval by the City Council. The REPC sets forth the terms and applicable timeline for the purchase of the property. The City provided earnest money, in the amount of \$20,000 as part of the contract. The REPC stipulates that the purchase of the property

requires approval in an open and public meeting by May 6, 2016. If the RDA does not approve the contract for any reason, the earnest money is refunded and the REPC is terminated.

1364 Woodside Property



Alternatives for City Council to Consider

1. Execute the Real Estate Purchase Contract

Pros

- Provides additional acreage within the Lower Park Avenue Redevelopment area and adjacent to other city-owned property, in which affordable housing may be implemented.

- The parcel is vacant and level, which is suitable for construction
- The purchase price is consistent with current market value.
- The City has recently budgeted specifically for property acquisition associated with affordable housing.
- With the scarcity of vacant, flat land, in the old town area, it is unlikely the property will be on the open market for long.

Cons

- The City is purchasing the property at a time when land values are extremely high.

2. Do Nothing or Reject the Real Estate Purchase Contract

Pros

- The City development timetable is not yet established and the City may be able to achieve a lower per unit cost by exploring other options for the purchase price.

Cons

- There are very limited opportunities to acquire vacant land in this area adjacent to existing City property. Denial would impact the ability to provide best site planning and potentially additional affordable units adjacent to the city-owned property in the Lower Park Avenue Redevelopment area.
- Real Estate values may continue to rise.

Analysis

The Park City real estate market is currently in a high point of the cycle, which is reflected in the purchase price of the property (\$1,100,000 or \$210 square foot). Below is a list of comparable land sales in the Old Town area. The chart denotes an average square foot cost of \$220 per sale.

Subdivision	Address	Lot Num	Acres	Sqaure Feet	List Price	DOM	Close Price	Close/sq ft	Close Date
Millsite Reservation	100 Daly AVE		0.07	3,049	\$525,000	1	\$525,000	\$172	2/16/2016
Park City Survey	672 Woodside AVE	102	0.04	1,742	\$1,188,000	9	\$1,050,000	\$603	1/15/2016
Millsite Reservation	55 Daly AVE	7	0.06	2,614	\$600,000	10	\$500,000	\$191	12/23/2015
Old Town Area	180 Daly Lot AVE	27	0.12	5,227	\$595,000	62	\$550,000	\$105	10/8/2015
Old Town Area	97 Prospect	2	0.15	6,534	\$650,000	180	\$630,000	\$96	9/22/2015
Park City Survey	217 Park AVE	16	0.04	1,742	\$550,000	8	\$550,000	\$316	9/8/2015
Park City Survey	215 Park AVE	15	0.05	2,178	\$550,000	8	\$550,000	\$253	9/8/2015
Old Town Area	263 Norfolk AVE	3	0.07	3,049	\$1,200,000	0	\$1,200,000	\$394	9/3/2015
Old Town Area	259 Norfolk	1	0.06	2,614	\$1,200,000	1	\$1,100,000	\$421	8/21/2015
Old Town Area	134 Main ST		0.05	2,178	\$600,000	8	\$600,000	\$275	5/14/2015
Old Town Area	1058 Woodside AVE	21	0.04	1,742	\$525,000	4	\$525,000	\$301	3/26/2015
Snyders Addition	1064 Park		0.16	6,970	\$1,850,000	1	\$1,775,000	\$255	3/16/2015
Park City Survey	80 Daly Ave		0.08	3,485	\$374,000	256	\$363,084	\$104	12/23/2014
Old Town Area	1364 Woodside	2	0.12	5,227	\$675,000	6	\$675,000	\$129	12/23/2014
Snyders Addition	1016 Lowell	28	0.04	1,742	\$410,000	1	\$410,000	\$235	12/10/2014
Snyders Addition	1103 Lowell		0.22	9,583	\$1,600,000	112	\$1,551,000	\$162	11/24/2014
Snyders Addition	1375 Park		0.1	4,356	\$375,000	675	\$370,000	\$85	9/24/2014
Old Town Area	908 Woodside AVE	SA-24-25	0.04	1,742	\$499,000	261	\$465,000	\$267	8/22/2014
Park City Survey	80 Daly Ave		0.05	2,178	\$249,000	1	\$226,915	\$104	8/21/2014
Snyders Addition	936 N Empire AVE	24/25	0.07	3,049	\$599,000	2	\$599,000	\$196	7/22/2014
Snyders Addition	1058 Norfolk	17,18,19,20	0.16	6,970	\$1,540,000	6	\$1,540,000	\$221	7/2/2014
Old Town Area	429 Ontario AVE		0.09	3,920	\$359,000	288	\$330,000	\$84	5/7/2014
Old Town Area	123 Woodside AVE	6	0.04	1,742	\$425,000	1	\$425,000	\$244	5/1/2014
Silver Pointe	575 Rossie Hill DR	11	0.09	3,920	\$379,000	658	\$375,000	\$96	4/17/2014
Snyders Addition	1206 Empire & Norfolk AVE		0.32	13,939	\$3,200,000	328	\$2,500,000	\$179	4/4/2014
								AVERAGE	\$220

Additionally, staff procured appraisal for the property, which valued the parcel at \$1,100,000.

Development Potential/Zoning and Value

As noted, the property lies adjacent to other city-owned property in the Lower Park Avenue Redevelopment area.

- It is within the City's Historic Residential Medium Density (HRM) zone <http://www.parkcity.org/home/showdocument?id=234>

Under existing zoning, if the City developed the 1364 Woodside and the 1353 Woodside (Fire Station) properties **separately** the parcels could afford a maximum of **17 units**.

- 1364 Woodside would provide a maximum of 3 units (triplex).
- 1353 Woodside (fire station parcel) would provide a maximum of 14 units.

Again, under existing zoning, if the two lots were combined and the land is used efficiently, the City could achieve up to 25 units, should the project meet Design Guidelines, specifically parking and open space requirements.

Cost savings/Energy Efficiency

Being fiscally minded and environmentally sensitive, staff notes, that a single project, as such versus two separate projects at different locations, provides the city flexibility in design and planning, in addition to a cost savings associated with construction.

Furthermore, all things equal, a single project provides a less energy intensive project rather than two separate projects constructed at different locations.

Due Diligence

Staff procured a Phase I Environmental Assessment that meets the CERCLA standard of "All Appropriate Inquiry" as part of the City's due diligence. This will help ensure the City is a "bona fide prospective purchaser" of this property, which means the City would not be responsible to EPA for any contamination under CERCLA. The Assessment reported no evidence of recognized environmental conditions except the following:

• Mining-related wastes are known to be present throughout the general area, and based on the close proximity to the soils ordinance area, are likely present at the subject property. Prior to redevelopment, the surficial soils should be evaluated for metals to ensure proper handling and disposal of any potentially metal-impacted soils located at the subject property during development activities.

Staff has reviewed all encumbrances identified on the title report provided as part of the seller's disclosure and is recommending moving forward with the transaction.

REPC Dates

The following dates are included as part of the transactional timeline.

- Seller Disclosure April 12, 2016
- Due Diligence May 6, 2016

- Settlement Deadline May 13, 2016

Department Review

This report has been reviewed by the Community Development, Budget and Executive Departments as well as the City Attorney's Office.

Funding Source

Funding for this project will come from the affordable housing component of the Lower Park Redevelopment Authority Budget.

Attachments

A- 1364 Woodside Real Estate Purchase Contract

REAL ESTATE PURCHASE CONTRACT

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

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 1 day of April, 2016 ("Offer Reference Date") Redevelopment Agency of Park City ("Buyer") offers to purchase from Emmett Family Trust 2015 ("Seller") the Property described below and delivers to the Buyer's Brokerage with this offer, or agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$ 20,000 in the form of Cash. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage NA Phone: _____

Received by: _____ on _____ (Date)
(Signature above acknowledges receipt of Earnest Money)

OTHER PROVISIONS

1. **PROPERTY:** Lot 2 Sernyak Subdivision

also described as: Summit County Tax # SRNYK-2. 1364 Woodside Avenue

City of Park City, County of Summit, State of Utah, Zip 84060 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

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

1.2 Other Included Items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box): washers dryers refrigerators water softeners microwave ovens other (specify) _____

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title.

1.3 Excluded Items. The following items are excluded from this sale: _____

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

2. PURCHASE PRICE. The Purchase Price for the Property is \$ 1,100,000. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

- \$ 20,000 (a) **Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non refundable.
- \$ _____ (b) **New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer: If an FHAVA loan applies, see attached FHAVA Loan Addendum.
- \$ _____ (c) **Seller Financing** (see attached Seller Financing Addendum)
- \$ 1,080,000 (d) **Balance of Purchase Price in Cash at Settlement**
- \$ 1,100,000 **PURCHASE PRICE. Total of lines (a) through (d)**

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3. SETTLEMENT AND CLOSING.

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

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain) _____

_____ The provisions of this Section 3.3 shall survive Closing.

3.4 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.4 shall survive Closing.

3.5 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.5 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: Upon Closing; ___ Hours after Closing; ___ Calendar Days after Closing. Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. Seller agrees to deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings. Any Seller or tenant moving-related damage to the Property shall be repaired at Seller's expense. The provisions of this Section 4 shall survive Closing.

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

Seller's Agent Cam Schiedel, represents Seller both Buyer and Seller as a Limited Agent;

Seller's Brokerage Summit Sotheby's, represents Seller both Buyer and Seller as a Limited Agent;

Buyer's Agent NA, represents Buyer both Buyer and Seller as a Limited Agent;

Buyer's Brokerage NA, represents Buyer both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases, rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the ALTA Homeowner's Policy of Title Insurance (the "Homeowner's Policy"). If the Homeowner's Policy is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the Homeowner's Policy if available

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through any other title insurance agency selected by Buyer; (b) if the *Homeowner's Policy* is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an *ALTA Owner's Policy of Title Insurance* ("Standard Coverage Owner's Policy") available through the Issuing Agent.

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

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a Commitment for Title Insurance as referenced in Section 6;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.4;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations; and
- (h) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

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

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

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

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

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

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

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

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: IS IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

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

(b) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.5 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: WILL WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$_____. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ARE ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: Addendum No. _____ Seller Financing Addendum FHA/VA Loan Addendum Lead-Based Paint Disclosure & Acknowledgement (in some transactions this disclosure is required by law) Other (specify) REPC subject to City Council approval in an

10. HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY. open and public meeting.

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

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

10.3 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted. The provisions of Sections 10.2 and 10.3 shall survive Closing.

11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION.

11.1 Walk-Through Inspection. No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property

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management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

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

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

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

16. DEFAULT.

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

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

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

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

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

20. INSURANCE & RISK OF LOSS.

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

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

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

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binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

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

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

- (a) Seller Disclosure Deadline April 12, 2016 (Date)
- (b) Due Diligence Deadline May 6, 2016 (Date)
- (c) Financing & Appraisal Deadline NA (Date)
- (d) Settlement Deadline May 13, 2016 (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 [] AM [X] PM Mountain Time on April 5, 2016 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

DMP 4/1/16
 (Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

Diane Foster 445 Marsac Avenue Park City, UT 84060
 (Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

(Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

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

COUNTEROFFER: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.

REJECTION: Seller rejects the foregoing offer.

DocuSigned by: David Emmett 4/2/2016 DocuSigned by: Bobbi Emmett 4/2/2016
 (Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

(Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

(Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 27, 2008. AS OF JANUARY 1, 2009, IT WILL REPLACE AND SUPERSEDE THE PREVIOUSLY APPROVED VERSION OF THIS FORM.

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**ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN **ADDENDUM** **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of April 1, 2016, including all prior addenda and counteroffers, between Redevelopment Agency of Park City as Buyer, and Emmett Family Trust 2015 as Seller, regarding the Property located at 1364 Woodside Avenue Park City, UT. 84060. The following terms are hereby incorporated as part of the REPC:

Real Estate Purchase Contract is subject to approval by the Board of Directors of the Redevelopment Agency of Park City in an open and public meeting prior to the due dilligence deadline as stated in Section 24 (b).

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): **REMAIN UNCHANGED** **ARE CHANGED AS FOLLOWS:**

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. **Seller** **Buyer** shall have until 5:00 **AM** **PM** Mountain Time on April 5, 2016 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

[Signature] 4/1/16 3:00pm Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

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

COUNTEROFFER: **Seller** **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. _____.

DocuSigned by: David Emmett 4/2/2016 DocuSigned by: Bobbi Emmett 4/2/2016
(Signature) (Date) (Time) (Signature) (Date) (Time)

REJECTION: **Seller** **Buyer** rejects the foregoing ADDENDUM.

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

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

ADDENDUM NO. 2
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN ADDENDUM COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of April 1, 2016, including all prior addenda and counteroffers, between Redevelopment Agency of Park City as Buyer, and Emmett Family Trust 2015 as Seller, regarding the Property located at 1364 Woodside Avenue / Lot 2 Sernyak Subdivision. The following terms are hereby incorporated as part of the REPC:
Buyer and Seller agree that the earnest money will be held in Summit Sotheby's International Realty Trust Account.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): REMAIN UNCHANGED ARE CHANGED AS FOLLOWS: _____

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. Seller Buyer shall have until _____ AM PM Mountain Time on April 30, 2016 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

DUTZ 4/8/16 3:15pm
 Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)
city manager

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

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

COUNTEROFFER: Seller Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____.

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

REJECTION: Seller Buyer rejects the foregoing ADDENDUM.

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

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.



UNREPRESENTED BUYER DISCLOSURE

This disclosure form is not a contract. Signing it does not create any relationship between you and the real estate agent who has also signed

NAME OF BUYER: Redevelopment Agency of Park City (the "Buyer")

NAME OF SELLER: Emmett Family Trust 2015 (the "Seller")

LOCATION OF PROPERTY: 1364 Woodside Avenue, Park City, UT (the "Property")

AGENT REPRESENTING SELLER: Cam Schiedel / Tisha Digman (the "Agent")

BROKERAGE REPRESENTING SELLER: Summit Sotheby's International Realty (the "Company")

WHEN YOU ENTER INTO A DISCUSSION WITH A REAL ESTATE AGENT REGARDING A POTENTIAL REAL ESTATE TRANSACTION, YOU SHOULD, FROM THE OUTSET, UNDERSTAND WHO THE REAL ESTATE AGENT IS REPRESENTING IN THAT TRANSACTION. WHAT FOLLOWS IS A BRIEF BUT VERY IMPORTANT EXPLANATION REGARDING AGENCY RELATIONSHIPS AND THE REAL ESTATE AGENTS INVOLVED IN THIS TRANSACTION.

SELLER'S AGENT

A real estate agent who lists a seller's property for sale ("Seller's Agent"), acts as the agent for the seller only, and has fiduciary duties of loyalty, full disclosure, confidentiality and reasonable care to that seller. In practical terms, the seller hires a Seller's Agent to locate a buyer and negotiate a transaction with terms favorable to the seller. Although the Seller's Agent has these fiduciary duties to the seller, the Seller's Agent is, by law, responsible to all prospective buyers to treat them with honesty, fair dealing, and with good faith.

BUYER'S AGENT

A real estate agent that acts as agent for the buyer only ("Buyer's Agent") has the same fiduciary duties to that buyer that a Seller's Agent has to the seller. In practical terms, the buyer hires a Buyer's Agent to locate a suitable property and negotiate a transaction with terms favorable to the buyer. Although the Buyer's Agent has these fiduciary duties to the buyer, the Buyer's Agent is, by law, responsible to all prospective sellers to treat them with honesty, fair dealing, and with good faith.

AGENT OF BOTH BUYER AND SELLER

A real estate agent can, with the prior written consent of the buyer and seller, represent both the buyer and seller in the same transaction ("Limited Agent"). A Limited Agent has fiduciary duties to both the buyer and the seller, but the Limited Agent is also "limited" by a separate duty of neutrality in the negotiations between the buyer and seller.

CONFIRMATION OF AGENCY IN THIS TRANSACTION

The Property shown above is presently listed for sale through the Company. Consequently, the Company and the Agent are representing the Seller. BY SIGNING THIS UNREPRESENTED BUYER DISCLOSURE THE BUYER ACKNOWLEDGES AND AGREES THAT THE AGENT AND THE COMPANY WILL ONLY REPRESENT THE SELLER IN THIS TRANSACTION AS A SELLER'S AGENT. THE BUYER ACKNOWLEDGES THAT THE COMPANY AND THE AGENT HAVE ADVISED THE BUYER THAT THE BUYER IS ENTITLED TO BE REPRESENTED BY A BUYER'S AGENT WHO WILL REPRESENT ONLY THE BUYER. THE BUYER HAS HOWEVER, ELECTED NOT TO BE REPRESENTED BY A REAL ESTATE AGENT IN THIS TRANSACTION.

ACKNOWLEDGEMENT

I/we acknowledge receipt of a copy of this Unrepresented Buyer Disclosure and understand and agree with the agency relationships confirmed herein.

→ [Signature] 4/8/16
Buyer Date Buyer Date

→ The Company by: _____ Date
(Authorized Agent)

Wire Fraud Scam Alert

This important Notice is not intended to provide legal advice. If you have questions please consult with a lawyer.

There have been instances where criminals have hacked email accounts of various parties involved in a real estate transaction (e.g., lawyers, title agents, mortgage brokers, real estate agents) to divert funds to the criminal's bank account. A common method used by these criminals is to send, via email, fraudulent wiring instructions. Unfortunately, these emails may appear legitimate – and that is just part of the problem. Based upon this recent criminal activity, we strongly recommend that, as a client of our company, you avoid transmitting any sensitive financial or personal information via email. If you need to send or request sensitive information such as Social Security numbers, bank account and credit card numbers, or wiring instructions, you should **only** provide that information in person, by telephone, overnight mail or secure fax. As an important reminder, the following precautions should be taken related to bank wire transfers.

- **ALWAYS PERSONALLY VERIFY** wire instructions by calling the party who sent the instructions to you. *Use only phone numbers that you have called before or you can otherwise verify.* DO NOT use the number provided in the sender's email. The hacker may have inserted a fraudulent telephone number in the email. DO NOT send an email to verify instructions because the sender's listed email address may be false or a hacker may intercept your email to the sender.
- **VERBALLY ASK** the party who sent the instructions to you to confirm the ABA routing number or SWIFT code and the credit account number. Simply asking the sender whether wire instructions were sent is not sufficient because the hacker may have altered the attachment containing the wire instructions.
- **DO NOT AGREE** to requests to forward wire instructions to other parties (or their brokers) unless you have personally, verbally confirmed the instructions.
- **BE VERY SUSPICIOUS** of emails with purportedly updated, revised, or corrected wiring instructions. It is extremely rare that a title agent will change wire instructions during the course of a transaction.
- **MAKE SURE** you are not sending or requesting sensitive financial information in emails (e.g., Social Security numbers, bank accounts, credit card numbers, wiring instructions). Also, make sure to use strong passwords (e.g., 8 characters including both letters and numbers and nothing obvious) and frequently change your passwords.
- **DON'T** open attachments or click on links from unfamiliar sources because they could contain malware or be a phishing scheme, which once opened could allow a hacker the same access that you have to your computer and accounts.
- **PLEASE** feel free to speak directly with the comptroller for Summit Sotheby's International Realty regarding any questions you may have regarding wire instructions. All Earnest Money Deposits will be returned to buyer-clients in accordance with the terms of the purchase contract, and via check rather than wire transfer.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation: <http://www.fbi.gov>
 Internet Crime Complain Center: <http://www.ic3.gov>
 National White Collar Crime Center: <http://www.nw3c.org>
 On Guard Online: <http://www.onguardonline.gov>

Sothebys Wire Fraud Scam Alert 03.14.16

ACKNOWLEDGEMENT OF RECEIPT

Your signature below acknowledges receipt of a copy of this Wire Fraud Scam Alert.

Buyer: *[Signature]* Date: 4/8/16 Buyer: _____ Date: _____

1750 Park Avenue – P.O. Box 2370 – Park City, Utah 84060 Phone 435.649.1884 · Fax 435.649.6716 · Toll Free 800.641.1884

City Manager