**PARK CITY COUNCIL MEETING**
**SUMMIT COUNTY, UTAH**
**OCTOBER 16, 2008**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Library and Education Center, Room 205, 1255 Park Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, October 16, 2008.

**Closed Session**
4:00 p.m. Property and litigation

**Work Session**

| | | |
|---|---|---|
| 4:45 p.m. | Council questions and comments | |
| 5:00 p.m. | HMBA Business Improvement District proposal | P. 4 - 25 |
| 5:20 p.m. | Annual supplemental plans – Sundance Film Festival 2009 | P. 26 - 37 |
| 5:50 p.m. | Break | |

**Regular Meeting**
6:00 p.m.

**I ROLL CALL**

**II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF**

**III PUBLIC INPUT *(Any matter of City business not scheduled on agenda)***

**IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF OCTOBER 2, 2008**

**V CONSENT AGENDA *(Items that have previously been discussed or are perceived as routine and <u>may be approved by one motion</u>. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon under "Additional Discussion – Agenda Items")***

1. Consideration of a Resolution expressing official intent regarding certain capital expenditures to be reimbursed from the proceeds of water revenue bonds to be issued by the City and related matters P. 51 - 55

2. Consideration of grant of easement to the Snyderville Basin Water Reclamation District for Lot 3 and Lot 5 located at the Intermountain Health Care and Park City Campus, in a form approved by the City Attorney P. 56 - 61

3. Consideration of a construction contract with Geary Construction, Inc. for the Quinns Loop Trail Project, in the amount of $180,858, in a form approved by the City Attorney P. 62 - 77

4. Consideration of an amendment to Historical Society lease, in a form approved by the City Attorney P. 78 - 84

5. Consideration of an amendment to Boys and Girls Club lease, in a form approved by the City Attorney P. 85 - 102

**VI OLD BUSINESS *(Continued public hearings)***

Consideration of an Ordinance annexing approximately 286.64 acres of property located at the southwest corner of the SR248 and US40 interchange in the Quinn's Junction area, known as the Park City Heights Annexation, into the corporate limits of Park City, Utah, and approving a Water Agreement, and amending the Official Zoning Map of Park city to zone the property in the Community Transition Zoning District (CT)

(a) Continuation of public hearing

(b) Motion to continue to October 30, 2008

**VII NEW BUSINESS *(New items with presentations and/or anticipated detailed discussions)***

1. Consideration of approval of annual supplemental plans and a partial street closure of Main Street from 7th Street to 9th Street from January 12, 2009 to January 25, 2009 for the Sundance Film Festival P. 26 - 37

(a) Public hearing

(b) Action

2. Consideration of a Professional Services Agreement, in a form approved by the City Attorney, with Stantec Consulting Inc. for the design of the Park City Raw Water Infrastructure Phase 1 Project for an amount of $444,000 P. 103 - 124

3. Consideration of Resolution adopting a Trails Master Plan for Park City, Utah P. 125 - 150

4. Resolution adopting a Strategic Plan for the McPolin Farm and an Administrative Policy for use of the Farm Compound and buildings in Park City, Utah P. 151 - 167

(a) Discussion

(b) Public input

(c) Action

**VIII ADDITIONAL DISCUSSION – AGENDA ITEMS**

**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.

Posted: 10/13/08

See: www.parkcity.org

**Note: This future meeting schedule is TENTATIVE and subject to change.**
**PARK CITY COUNCIL TENTATIVE MEETING SCHEDULE**

**October 2008**
23 **No meeting**
30 SR248
Snow removal ordinance amendments work/regular
RAB Visioning (45 min)
HPB interviews (4:45 – 5:45)
LMC amendments – KW
830 Empire Avenue pat amendment – JD
2300 Meadows Drive subdivision plat
544 Deer Valley Loop Road condo conversion – JM/JD
MOU City Services Agreement – Sundance Film Festival 2009 – action
Consideration of award of contract - Bonanza Drive design
Community Vision Contract with ___, in the amount of $___, in a form approved by the City Attorney
Meter Vault Repair Project Construction Agreement with ___, in the amount of $___, in a form approved by the City Attorney
Ordinance annexing approximately 286.64 acres of property located at the southwest corner of the SR248 and US40 interchange in the Quinn's Junction area, known as the Park City Heights Annexation, into the corporate limits of Park City, Utah, and approving a Water Agreement, and amending the Official Zoning Map of Park city to zone the property in the Community Transition Zoning District (CT)

**November 2008**
6 World Cup MFL – January 29, 2009 street closure and amplified music
13 Street closure policy - work
Quarterly Status Report – work
Resolution authorizing staff to complete and file an application for renewal of the Recycling Market Development Zone within Park City
*14 Management Team quarterly meeting (tentative)*
20
27 **Thanksgiving**

**December 2008**
4
11 Acceptance of audit
2009 insurance renewal
18
25 **Holidays**

**Pending Items:**
Park City Foundation update – work
Economic development grant update - work
Water supply and demand
Resolution amending (or replacing) Resolution No. 20-07, adopting Affordable Housing Guidelines and Standards for Park City, Utah
Carrying capacity/market analysis survey
Wild land interface issues

# City Council
# Staff Report

**Subject:** HMBA Request for Increased BID Assessment
**Author:** Bret Howser
**Department:** Budget, Debt, & Grants
**Date:** October 16, 2008
**Type of Item:** Information

**Summary Recommendations:**
This report is for informational purposes. Council should direct staff to include the expanded level of service and tax increase discussion as part of the spring 2009 budget process.

**Topic/Description:**
The Historic Main Street Business Alliance (HMBA) has submitted a proposal for expansion of services in the Main Street Business Improvement District (BID) and requests that Council legislate a tax increase to fund these services prior to the upcoming business license collection period.

**Background:**
On August 30, 2007, Council created the Main Street Business Improvement District by resolution in accordance with state statute after receiving a petition from Main Street business owners. The District had two proposed functions: 1) act as a mechanism for establishing a single service provider for commercial solid waste collection within the District's boundary, and 2) provide business promotion services to the businesses within the District. In September 2007, Council enacted a tax on business owners within the district of $156 per business. The revenue would be collected along with the business license payment, and proceeds would be used to fund the business promotion services of the BID.

In March of 2008, the City contracted with HMBA to provide business promotion services for the District. This was awarded through a publicly noticed, competitive RFP process. The scope of services and compensation were outlined in the contract, which is attached to this report. Since March, the HMBA has been acting on behalf of the City to provide business promotion services to the BID. They have been compensated $40,802 for the first year of these services. The following parameters detail the scope of service approved in the contract:

> A) Provide communication to all the Main Street Area merchants (defined by the Business Improvement District boundaries) through various channels (i.e., newsletter, emails, phone calls) including local event information that may impact the Main Street area.
>
> B) Coordinate special events and Main Street activities with Main Street Area merchants. This will include communication and coordination with City staff.

C) Provide marketing and advertising for BID businesses and the Historic Main Street area.

D) Provide communication to Main Street area businesses regarding trash services for the Main Street Business Improvement District (BID) and work with City staff to evaluate the program, specifically related to renewal of the service contract with the solid waste hauler. Work with City staff to develop a recycling program to accompany the solid waste management efforts.

On September 30, 2008, HMBA sent a written request to their Council liaison and City staff "to increase merchant assessment for additional funding of the organization for the 2009 calendar year." The letter (see attachment B) proposed an expansion of the scope of services. This increased level of service would include an expanded role in commercial solid waste removal on Main Street (managing rather than working with city staff), a district branding program, increased marketing efforts, and a main street gift card program. Much of the increase in the contract amount would go toward increased hours and pay for the Executive Director position. The HMBA estimates that in order to carry out the expanded level of service, this position would need to increase its monthly hours from 65 to 83, and its pay rate from $22/hr to $30/hr. This increase drives 83% of the total budget request.

**Analysis:**
Staff has met with HMBA and the Council liaison to the HMBA to discuss the present request. Staff recommended that the request be handled along with all other increased level of service requests and potential taxation decisions during the budget season in the spring. This is according to City policy which is in place to ensure that all decisions concerning spending and taxation are made within the context of and in competition with other budgetary decisions. It also ensures that sufficient attention will be given to these important decisions as they'll go through the rigorous scrutiny of the budget process, including multiple work sessions, public hearings, etc.

The HMBA initially expressed concern that this would result in a delay of implementation of the proposed expanded level of service until January 2010. It would also create a significant gap between planning and implementation. The HMBA would be expected to submit a plan and budget in the spring of 2009, for which funding would be collected along with business licenses the following December 2009, and disbursed to HMBA to begin operations in January 2010.

Staff and HMBA came to the following negotiated agreement. HMBA would proceed over the next several months to refine an operating plan for next fiscal year, which will be taken to a vote of the membership. That plan will be developed and ready for presentation with the proposed budget in May. Council would consider the plan along with any proposed tax increases at that time, within the context of the entire proposed budget and with a better idea of the economic conditions for the upcoming fiscal year. Once Council has decided on the appropriate scope of service, the current service provider contract can be renegotiated to reflect the new scope and the payment schedule adjusted to allow for partial payment at the beginning of the fiscal year. Following this course of action, the HMBA could begin operations under a potentially expanded scope in July 2009. There could be some risk to this strategy as the contract and budget would reflect the expanded scope but the increased tax would not be collected until November, 2009. Council could always decide to increase the tax sooner.

**Department Review:**
Budget, Debt, & Grants; Economic Development; Legal; City Manager; Finance

**Alternatives:**

A. **Approve:**
Delaying action on HMBA's request until the spring would allow for the issue to be handled within the structure and context of the City's budget process

B. **Deny:**
Council would have to make a decision now, outside of the City's budget process, concerning a level of service increase and a proposed tax increase

C. **Modify:**

D. **Continue the Item:**

E. **Do Nothing:**

**Significant Impacts:**
If Council delays action until the spring, the request can be handled within the City's budget process, according to policy. However, implementation of the increased level of service proposed by the HMBA could be delayed about six months. The delay time may reduce the HMBA's ability to plan and market events and other programs for the upcoming winter season as well as next summer, unless they reprioritize programs.

**Consequences of not taking the recommended action:**
If Council were to consider the request now, decisions would be made outside of the context of other level of service requests and tax policies. It could potentially hamper the ability of Council to make other decisions during the budget season (such as additional business license fee increases).

**Recommendation:**
This report is for informational purposes. Council should direct staff to include the expanded level of service and tax increase discussion as part of the spring 2009 budget process.

**Attachments**:
A – Existing HMBA Service Provider Contract
B – HMBA Proposal Letter

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

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____________, 2008, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and Historic Main Street Business Alliance, 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 provide business promotion services to the businesses within the Main Street Business Improvement District (BID) and 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 "Addendum A" and incorporated herein (the "Project").

**2. TERM.**

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate after three years. The contract may be extended two times for one year by mutual written agreement of the Parties.

**3. COMPENSATION AND METHOD OF PAYMENT.**

A. Payments for services provided hereunder shall not exceed actual BID tax dollars collected by the City by the date of payment.

B. A payment shall be made to the Service Provider on or before March 31 of each contract year. If the total allowable annual payment amount is not disbursed at that time due to insufficient collections, a second payment shall be made on or before May 31 up to the total amount collected or the total allowable annual payment amount, whichever is less.

C. Tax collections in excess of the total allowable annual payment amount shall be held by the City and added to the following year's payment subject to the schedule attached hereto as "Addendum B."

D. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

E. The City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Addendum B," or if none is attached, as subsequently agreed to by both parties in writing.

F. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

G. The total allowable payment amount may be renegotiated at the end of the three year term (not to exceed total collections).

**4. REPORTS AND INSPECTIONS.**

A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement and as outlined in Addendum C.

B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and 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.

**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. <u>SERVICE PROVIDER EMPLOYEE/AGENTS</u>.**

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. <u>HOLD HARMLESS INDEMNIFICATION</u>.**

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 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. Service Provider does hereby remise, release, forever discharge and covenant not to sue PARK CITY MUNICIPAL CORPORATION, its agents, servants, employees, officers, successors and assigns, and/or heirs, executors and administrators, and also any and all other persons, associations and corporations, whether herein named or referred to or not, and who, together with the above named, may be jointly and severally liable to the Service Provider, of and from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN bodily and personal injuries or death, damage to property, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by the Service Provider or by any and all other persons, associations and corporations, whether herein named or referred to or not, from all liability arising out of, in connection with, or incident to the execution of this Agreement

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

**8. INSURANCE.**

The City agrees to waive insurance requirement upon Service Provider's agreement to hold the City harmless pursuant to Paragraph 7 (B) above. Service Provider hereby acknowledges that their insurance policy is the primary coverage.

**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. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.

B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

**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 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.

**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. MAINTENANCE AND INSPECTION OF RECORDS.**

A. The Service Provider shall maintain books, records and documents, which 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. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

**15. POLITICAL ACTIVITY PROHIBITED.**

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

**16. PROHIBITED INTEREST.**

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

**17. 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.

**18. TERMINATION.**

A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.

B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

**19.** **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.

**20.** **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.

**21.** **JURISDICTION AND VENUE**.

A. This Agreement has been and shall be construed as having been made and delivered with 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.

**22.** **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.

**23.** **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

_________________________________
Dana Williams, Mayor

Attest:

_____________________________
City Recorder's Office

Approved as to form:

_____________________________
City Attorney's Office

**SERVICE PROVIDER**
Address:

Tax ID#: ________________________

___________________________________
Signature

____________________________________
Printed name

____________________________________
Title

STATE OF UTAH )
) ss.
COUNTY OF SUMMIT )

On this ____ day of _________________, 2008, 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

**ADDENDUM "A"**

SCOPE OF SERVICES

Required services include, but are not limited to the following:

A. Provide communication to all the Main Street Area merchants (defined by the Business Improvement District boundaries) through various channels (i.e., newsletter, emails, phone calls) including local event information that may impact the Main Street area.

B. Coordinate special events and Main Street activities with Main Street Area merchants. This will include communication and coordination with City staff.

C. Provide marketing and advertising for BID businesses and the Historic Main Street area.

D. Provide communication to Main Street area businesses regarding trash services for the Main Street Business Improvement District (BID) and work with City staff to evaluate the program, specifically related to renewal of the service contract with the solid waste hauler. Work with City staff to develop a recycling program to accompany the solid waste management efforts.

These services will be provided to businesses within the Main Street Business Improvement District only, and funds will be spent in accordance with the Main Street Business Improvement District ordinances and State Code.

**ADDENDUM "B"**

PAYMENT SCHEDULE

| | 2008 | 2009 | 2010 |
|---|---|---|---|
| Expected BID Tax collections - | $40,802 | $40,802 | $40,802 |
| Previous year BID Tax in excess of expected collection - | $- | TBD* | TBD* |
| Total Allowable Annual Payment- | $40,802 | TBD* | TBD* |

* Amounts to be determined based on actual business license collections from the Main Street Business Improvement District. An analysis of this amount will be prepared by the City and attached to this contract annually.

A payment shall be made to the Service Provider on or before March 31 of each contract year. If the total allowable annual payment amount is not disbursed at that time due to insufficient collections, a second payment shall be made on or before May 31 up to the total amount collected or the total allowable annual payment amount, whichever is less.

**ADDENDUM "C"**

<u>Performance Measures</u>
The City requires that the Service Provider present an annual update to City staff on the following metrics. Perpetuation of this service provider contract is contingent upon the satisfactory execution of the scope of services (see Addendum "A"), which is in part determined by the achievement of the goals specified here:

1. Line-item accounting of how BID funds were spent
2. Summary of how each of the services in the scope of services was met.

**Date:** **September 30, 2008**
**To:** **Brett Howser, Budget Officer; Lori Collette, Finance Director, Park City Municipal Office**
**From:** **Executive Committee, Historic Main Street Business Alliance**
**CC:** **Jonathon Weidenhamer, Max Paap, Tom Bakaly, Jim Hier, Mark Harrington**

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Enclosed please find the necessary materials for your review of the Historic Main Street Business Alliance's request to increase merchant assessment for additional funding of the organization for the 2009 calendar year. We on the executive committee have reviewed in detail each of the line items that contribute to this requested increase and we feel strongly that these elements are necessary for the successful management of the organization and the achievement of its current goals under our current bylaws and the City's BID agreement. We have been cognizant of the state of the economy and have been very conservative in our approach to further increasing any merchant fees in association with our district but find that this increase (approximately a 37.5% increase) is necessary. Please note that the majority of the funding increase request is to further subsidize the salary of the HMBA's Executive Director position. As we get into 4th quarter of the first year of the BID and its associated budget, we have been able to track and evaluate the hours necessary to pay this contract position and find that the budget recommended in 2007 for this calendar year was not enough to reasonably compensate this position.

In addition to the spreadsheet which outlines the 2008 budget YTD and the projected 2009 budget needs, we have included a detailed description of each of the line items that we are trying to fund and its importance to the success of our Alliance goals.

Please let us know when we might meet to further discuss this request and the necessary steps we need to take to get it approved in time for the 2009 Business License application process. Thank you for your time in reviewing this consideration.

**HMBA Proposed Program Activities for 2009**

**Background**
The HMBA was established in 1999 and effectively became the manager of Park City Municipal's Business Improvement District in the fall of 2007. Since that development membership in the organization, once voluntary, is now mandatory through a business/merchant assessment established in 2007.

This document will outline the HMBA's mission, goals and responsibilities, including a description of each of the requested budgetary line items in consideration for an increase in the 2009 merchant assessment.

**HMBA Mission Statement:**
The purpose of the Alliance is to promote, enhance and encourage activities and an environment that will be beneficial to the businesses in the historic Main Street area of Park City, and increase the profitability thereof, by developing a consensus of opinion and leadership through open communication among property owners, business owners, tenants, residents and governmental agencies involved within the boundaries of a special improvement district (the "District").

Goals and Objectives The goals and objectives of the Alliance are:

(a) Advertising, promotion, marketing and management of the District as an exciting, diverse, viable location for work, entertainment and residential usages that is active;

(b) Encourage maintenance and streetscape programs through better coordination of activities, and expanded operations;

(c) Manage the District's contract with trash removal services and create cost savings initiatives along with effective long-term recycling solutions for the Business District;

(c) Provide a forum for discussion concerning problems within the District and a mechanism for reaching consensus;

(d) To present a unified voice representing the District to Park City, Summit County, the State of Utah, and the general public.

(e) Coordinate and promote a calendar of annual events listing cultural, sports, special promotions and other activities within the District;

(f) Act as a liaison with various governmental entities and agencies.

*Membership Benefits:*

- Inclusion in HMBA tourist collateral (I.E., Business District directory distributed throughout Park City and Main Street Kiosks)
- Free business listings and links on the HMBA website (currently being completely redesigned)
- Access to our monthly e-newsletter that reports on important City news, events and happenings that impact our District.
- Access to over 250 businesses in your neighborhood. Each business is entitled to one free set of mailing labels each year for marketing purposes.
- Opportunities for additional marketing via the dozens of annual events that are held on Main Street each year. The HMBA works with the Chamber and the City to evaluate and help manage the impact of these events, and provides our members with additional targeted marketing opportunities where appropriate;
- The ongoing benefits of the HMBA's policy advocacy and ombudsman role, representing the interests of every business in the District.

**2009 Goals**

- Continue all current marketing programs via grants for special events and other tourism-driven initiatives
- Implement the *Downtown Merchant Gift Card* to help drive local and tourism dollars to the Historic District (goal: Holidays 2008)
- Additional District branding to further personalize the District
- Continue to work with City, non-profit and for-profit event organizers to create marketable, economically positive event solutions for merchants while promoting the entire District as a dynamic, thriving area to live work and shop and recreate.
- Implement a comprehensive regionally appealing holiday program ("Holidelights on Main") that will create solid, unique marketing approach to get locals and visitors to Old Town for the typically three slow weeks between Thanksgiving and the week before Christmas;
- Maintain a competitive stance with other commercial districts in the area to preserve market share for existing and incoming businesses to the District
- Continue to work with Recycle UT and private haulers to provide effective, easy recycling solutions for the Business District, thus saving merchants money via a reduction in monthly trash service fees;
- Continue ongoing conversations with all businesses in the BID to further identify and respond to other areas of management that require attention

**HMBA Proposed Program Activities for 2009**

**Administrative Hours**
In spring of 2008 the Board of Directors elected to hire an Executive Director to manage and oversee the day-t-day activities and responsibilities of the Alliance. It was established that this position would be a contract position, with no associated benefits or full-time salary provisions. This job's responsibilities, and hours, can be encapsulated into the following categories:

Member Services

Includes creating and distributing monthly e-communications, quarterly mailings, attending board meetings, and conducting necessary follow up, coordinating the annual membership meeting, conducting annual elections and managing day-to-day communication and general merchant relations.

Downtown Event Management

Working with the city and non-profit and for-profit third party event organizers to properly assess and manage events in the District. Because the HMBA is not currently staffed or funded to create and implement its own events, we are grateful for opportunities that come to our District through outside sources. However, it is the HMBA's responsibility to ensure that the dozens of events that require major street closures or shopper diversion uphold the highest marketing opportunities to the permanent merchant profile, and therefore the HMBA takes an active role in working with the City and Chamber to help mitigate potential negative effects to the street via optimized marketing and merchant leveraging, and reducing impact on normal business practices. In addition, the HMBA receives grant and Chamber funding to help bring community-oriented activities to the street, like Halloween and Holiday programs.

BID Management

Since the County extricated itself from the management of trash removal in County business districts the HMBA has stepped up to manage Old Town's contract with Allied Waste, the current service provider. The HMBA formed a steering Committee that meets monthly to reduce costs via better management of service levels and is concurrently working with Recycle UT to create and implement short and long-term recycling solutions to improve Old Town's Green initiatives and further reduce trash fees district-wide per the reduction of cardboard and glass trash in dumpsters and compactors.

Marketing/Advertising

Although the Board of Directors has currently determined that it is not a major role of the HMBA to implement year-round marketing or advertising programs, the HMBA does play an active role in the creation and management of several marketing initiatives, including its District web site, www.rightonmain.org (currently being redesigned and re-launched in November of 2008), the creation and implementation of new District Branding (see letterhead), annual updating and city-wide distribution of 50,000 business locator directories, annual printing of multi-state tourist brochures and maintenance of our website business directory.

Other

Not accounted for in the original budget request, but identified as further administrative duties through the course of this first fiscal year (and also contributing the increased hours required for fulfillment of the HMBA's district responsibilities in 2009) are the following:

- Electronic Database Management
- Chamber of Commerce/City Relations
- City Council Meeting attendance
- Grant Writing/BID research
- General administrative (email, voicemail, accounting)
- Other Committee Management (I.E., Parking and Traffic)
- Economic Impact and Research

*Administrative Budget Increase Request* (83% of total budget request increase)*

The original BID request detailed $17, 402 for a salaried administrative person, the equivalent of 791 hours a year at the hourly rate of $22, or 65 hours a month. The YTD and projected 2008 administrative requirement are expected to come in at roughly $22,148 or 1006 annual hours (83 hours a month). The HMBA is requesting an increase in this line item to maintain its current Executive Director at a competitive rate of $30 an hour at the current 83 hours a month for a total annual expenditure of $30,000. This increase would account for 83% of the total budget increase.

*Please note that the HMBA cannot offer this position any benefits including paid vacation, full-time compensation, health or other benefits or a 401K, which requires us to be able to pay a higher contractor rate for a qualified individual. This part-time salary of roughly $30,000 a year is consistent with the mean salaries for the position as reported in the Utah Nonprofit Association's annual report on non-profit salaries and benefits.

**Non-administrative Program Costs (No increase requested)**

As detailed in Addendum A, the YTD and Projected Budget Assessment, the HMBA is not requesting any increase or significant shift in the monies allotted for in the original BID budget. If anything, we have reduced the projected fees required for many of the line items for 2009, as many projects were paid for and completed via the 2008 budget. There were some minor unforeseen costs associated with running the organization that monies were shifted from in 2008 including accounting fees, Chamber and Post office box renewals, etc.

**2009 Recommended Program Enhancements (16% of total budget request increase)**

THE HMA recommends the following expenditures be considered in approving program enhancements to its current budget assessment:

*National Downtown Merchant Association Conferences and Memberships*
The HMBA would like to find a way to fund 1-2 trips annually for the Executive Director to attend conferences like the National Main Street Conference and the International Downtown Association's annual Downtown Conference (sample programs Addendum B). We strongly believe that these types of networking and think-tank opportunities will provide invaluable learning opportunities as the HMBA continues to work to improve and evolve the state of its downtown.

*Total requested budget* *\$3,250*

District Branding
THE HMBA would like to further its 2008 initiative to create a solid, professional Brand for the Old Town Merchant District. 2007 saw the creation and launch of a new logo (see letterhead) and tagline (Right on Main) and its associated manifestations (business collateral, merchant membership window decals, transition into print and radio ads and the Main Street kiosks. We would like to get City approval to "own" 15 of the Main Street lampposts to annually display seasonal branded banners to further identify our business district, not unlike street branding displayed in other businesses districts (i.e., NOMA, Tanger, Redstone).

*Total Requested Budget* *\$3500*

Main Street Gift Card
The HMBA is in the process of researching the creation of a Downtown Merchant Gift Card in order to drive both tourism and locals dollars to our downtown business district. This card is not the PC Locals card being marketed through a for-profit entity; it is an actual cash card that works like a Master Card ®. We are aiming for this holiday season for a Tier I launch, if timing permits. Many business districts similar in profile to Main Street report the overwhelming success of such programs. The Downtown Boise Association reports this was the number one marketing element that brought significant dollars to their district. A total of 9,771 cards were sold in 2007 for a total of \$349,817 (a 13% increase over 2006). Since the program was introduced 5 years ago total value of cards sold exceeded \$1.6 million. We will be asking the chamber permission to use the \$5000 in holiday grants to activate this program and are looking at an annual maintenance fee be built into our BID assessment

*Total Requested Budget* *\$1,500*

*Total Program Enhancement Budget* *\$8,250*

**Total requested budget increase for 2009** **\$15,115 (+37.5%)**
**Approximately \$56/merchant annually)**

# City Council
# Staff Report

PARK CITY 1884

| | |
|---|---|
| **Subject:** | **Sundance Film Festival** |
| | **MOU and 2009 Supplemental Plans** |
| **Author:** | **Max J. Paap, Jonathan Weidenhamer** |
| **Department** | **Sustainability** |
| **Date:** | **October 16, 2008** |
| **Type of Item:** | **Administrative- Master Festival License** |

**Summary Recommendations:**
Review the 2009 Supplemental Plans to the Master Festival License and City Services Agreement, conduct a public hearing, and approve the Plan, as conditioned, for the 2009 Sundance Film Festival with the Sundance Institute as attached in a form approved by the City Attorney. Council should specifically consider approval of a partial street closure of Main Street from 7$^{th}$ Street to 9$^{th}$ Street from January 12, 2009 to January 26, 2009.

**Description:**
**Topic:**
Review the Supplemental Plans for 2009 Sundance Film Festival.

**Background:**
In October of 2005 Park City Municipal Corporation and the Sundance Institute entered into along term agreement for eleven (11) years, 2007 through 2018 with an option to renew for an additional ten (10) years. The Sundance Institute has agreed to tri-annually review the dates of the festival to reduce possible conflicts for sections of the business community where they can, while maintaining the success of the festival.

> Section 1.2 of the Agreement refers to annual review of the Supplemental Plans, which details the implementation and operational plans with respect to those functions of the Use Areas that may change with each annual Festival. The Supplemental Plans and any annual modifications are a material part of the Agreement. Generally, Supplemental Plans for future Festivals will follow Supplemental Plans for the previous Festival unless changes that are mutually acceptable to the Parties will promote the efficient and successful operation of the Festival. Failure of the Parties to agree on changes to current Supplemental Plans will result in use of the immediately prior year's Supplemental Plans.

**Analysis:**
In 2008 Council asked that plans be rolled out earlier. On September 18, Council met at Sundance offices to review issues. This Supplemental Plan review is also occurring earlier than usual. The Supplemental Plan for the 2009 Sundance Film Festival outlines the following modifications:

- Updated  Main Street and Park Avenue Parking , Traffic mitigation and Circulation Plan
- Closure and programming of Town Lift and Main Street between 7th and 9th Streets
- Film screenings at Temple Har Shalom and supporting shuttle stop
- Prior approval of the 2009 Supplemental Plan for the Racquet Club Venue

<u>Main Street & Park Ave – Parking, Circulation, and Traffic Management Plan (Drop and Load Zones & Employee and Construction Permits)</u>
Drop and Load zones will be created along both sides of Main Street between 9th Street and the Swede Alley intersection to the south of the Brew Pub Parking Lot. This plan will begin on Tuesday, January 13, 2009, two days before the festival actually begins to help facilitate an easier and more efficient move-in on Main Street. These drop and load zone were created in 2007 on the west side of Main Street and have the support of both City Staff, Sundance and the HMBA.  PCMC Staff will monitor traffic flows and parking inventories and has the ability to return the east side of Main Street to the Pay and Display Program during the second week of the Festival as traffic impacts wane.  These zones would again be manned from 12:00 pm until 8:00 pm on a daily basis.   These zones provide for deliveries and other service activity and keep traffic flowing freely.  After 8:00 pm they would function as taxi drop and loads zones, which again improve traffic flow.

Employee Permits and Construction
Due to the closure of the North Marsac parking lot for the Marsac building remodel, Staff recommends opening the entire roof of China Bridge to employee permit holders.  This will accommodate permit holders with the same number of spaces as in previous years and will allow Staff to easily monitor permit demand and overflow. In order to offset revenue loss from this change and for drop/load changes on Main Street, Staff recommends changing the premium permit price for a guaranteed parking place to $350 (an increase of $50).

<u>Closure and programming of Main Street between 7th and 9th Street, including the Town Lift Plaza and portions of the Shops at the Village on Main.</u>
The Town Lift Plaza, and public streets and sidewalks on Main Street between 7th and 9th Street and portions of the Shops at the Village on Main (formerly known as Marriott Summit Watch) are proposed to be Official Sundance Venues this year, and closed to parking and vehicular traffic.  The purpose is to provide a central gathering Festival location for festival-goers and the local community.   Sundance would be responsible for all programming and activities within this area, and would use the area beginning January 12th through January 26th.

This proposal results from the success of staff efforts and a commitment from Sundance towards increasing long term partnerships on Main Street.  For the first year, the Town Lift plaza will be jointly programmed with official Sundance sponsors and activities.  A tent is proposed on the adjacent area of Main Street to provide an overall connection with the street.

Sundance Street Programming:

Sundance will activate Main Street by erecting a 30 x 90 semi-permanent tent with hard walls and locking doors. It will be located approximately 75' beyond the 7$^{th}$ Street intersection and run north of the Caledonian Building to roughly the base of the Town Lift stairs (Exhibit B). Traffic will be allowed to drive down Main Street and turn left on 7th. 9th will also be open to traffic from both Park Avenue and Deer Valley Drive. The Village on Main/Marriott Summit Watch garage will be accessible by Deer Valley Drive only. A delivery and access plan will be finalized to address each business. The corridor will be made as inviting as possible with Sundance graphics and street space for activities. During the programming of this venue parking along the west side of Park Avenue will be eliminated between Heber Avenue and 9$^{th}$ Street. PCMC will require a programming and operational plan for the Main Street venue to be submitted and approved by December 1 to address all aspects of the operation and programming of Main Street and traffic mitigation in and around the venue. The initial planning concept includes:

- Main Street Tent Programming
  - Morning - Programming open to the public - at least 4 days and maybe more. Programming elements may include panel discussions, sponsor activation activities, breakfast lounge, etc.
  - Afternoon & Evening - Music Cafe from 12pm - 7pm Friday through Friday (this includes time for set up, sound checks, performances and tear down). Access is credential holders with public on a space available basis. In the past few years over 50% of the attendance in the Music Cafe has been public with no credential. Attendance is predicted to be the same this year.
  - Night - Private parties for sponsors and films – Hospitality services including food & beverage. Cooking would not be allowed, but Sundance will include in all Building, Health, and UDABC permit applications.
- Live feed from the tent to a screen at the Shops at the Village on Main to view programming.
- Possible sponsor activation activities on the street, possibly including vehicles.
- Inviting environmental "look and feel" graphics and set up to ensure everyone feels welcome in the area and it doesn't appear exclusive or closed.

Villages at the Lift (Town Lift Plaza)

This is the same as in years past, operated by the same people. However, this year the programming and activities are official Sundance sponsors. The entirety of the interior and exterior of this space will be operated and programmed under the Sundance banner with the exception of the Mountain Body space, and the actual Town Lift operations (PCMR). As in past years, the final operations plan will ensure no interruption of typical lift operations.

Shops at the Village on Main (formerly known as Marriott Summit Watch)

Sundance has secured a series of temporary tenant spaces and common plaza areas within the Shops at the Village on Main. Additional official sponsor hospitality and use areas will be created, which will spread out Sundance activity, effectively supporting the central festival concept. This will help activate the entire Shops at the Village on Main and their interior plaza. The final ops plan will formalize specific locations and activities.

Film screenings at Temple Har Shalom
In 2009, Sundance will be screening a full schedule of films at the Temple Har Shalom off of SR 224. Six screenings per day will be programmed at the venue. Because the theater seats 260 people and there are only 70 parking spaces Sundance has indicated 1251 Kearns Blvd. (the Yard) as the park and ride for that venue and will hire dedicated transit to service that venue. This will be a private carrier that will run on a dedicated shuttle route, apart from PCMC Transit. The current plan would have the private carrier pulling off of SR 224, into the Temple parking lot to drop off and pick up theater patrons. At no time would the shuttles service the venue directly on SR 224. PCMC Transit has not identified concerns regarding this shuttle stop as long as the service is provided by a private carrier. Sundance has agreed to this. This was an official shuttle stop for the 2008 Film Festival.

Use of this location as an official transit stop will be conditioned on the stop being built and operated to Building Code standards for access, lighting, safety, etc., and successful integration into and consideration of any separate Special Event approvals and operational planning for activities at the Yard – meaning there will have to be an agreement as to allocation of ample space for park and ride demand versus private event demand. To this end, Sundance has committed to work with the property owner to address necessary operational set-up.

Racquet Club Venue/Use Area Operation
This supplemental plan was approved on April 24, 2008. See attached minutes (Exhibit C). City Council approved allowing Sundance to hold the Closing Awards Party on the final Saturday of the 2009 Festival at the Racquet Club. Council also approved an 8 pm start-time for the last screening in 2009 and has agreed to the change in scheduling. Council additionally asked that Sundance incorporate a functioning Complaint Line for the 2009 Festival, to which Sundance has complied. This Supplemental review does not re-open that plan, and keeps it as approved by Council in April.

**Department Review:**
The Transit, Parking, Streets, Sustainability, Police, Building, and Legal Departments have reviewed this plan. Their comments were included when developing the overall plan.

**Significant Impacts:**
Significant impacts of the Supplemental Plans would include additional operating costs to the Drop and Load zones, and the Lower Main Street venue which can be offset by the China Bridge paid/permit traffic mitigation program.

**Consequences of not taking recommended action:**
Supplemental Plans for the 2009 Sundance Film Festival would not be allowed to be implemented and would result in use of the immediately prior year's Supplemental Plans.

**Alternatives:**
**Approve the Request:**
Approve the Supplemental Plans to the Master Festival License and City Service Agreement with the Sundance Institute. **This is Staff's recommendation.**
**Deny the Request:**
Deny the Supplemental Plans to the Master Festival License and City Service Agreement, thereby not allowing any changes to the 2009 festival, with the exception of the modifications at the Racquet Club, approved in April.
**Modify the Request:**
Modify the parameters of the Supplemental Plans to the Master Festival License and City Service Agreement with the Sundance Institute.
**Continue the Item:**
The City Council may continue the hearing for more information and discussion.

**Recommendations:**
Review the 2009 Supplemental Plans to the Master Festival License and City Services Agreement, conduct a public hearing, and approve the Plan, as conditioned, for the 2009 Sundance Film Festival with the Sundance Institute as attached in a form approved by the City Attorney. Council should specifically consider approval of a partial street closure of Main Street from 7$^{th}$ Street to 9$^{th}$ Street from January 12, 2009 to January 26, 2009.

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**Exhibits**
Approval
Exhibit A Supplemental Plan Matrix
Exhibit B Lower Main Street closure Exhibit
Exhibit C Parking Map
Exhibit D CC Minutes 4.24.08 – Racquet Club S. Plan Approval

The 2009 Sundance Supplemental Plan approval by the City Council of Park City, Utah is based on the following:

**FINDINGS OF FACT.**

1. Section 1.2 of the Sundance City Services Agreement identifies implementation and operations of the Festival to be the same as the previous year, unless the Supplemental Plan is specifically amended.
2. The 2009 Festival Supplemental plan will be amended to:
    a. Update the Main Street and Park Avenue Parking, Traffic mitigation and Circulation Plan.
    b. Recognize the closure and programming of Main Street between $7^{th}$ and $9^{th}$ Streets, including the Town Lift Plaza (Villages at the Lift), portions of the Shops at the Village on Main, and film screenings at Temple Har Shalom
3. These modifications are consistent with the Agreement.

**CONCLUSIONS OF LAW.**

1. As conditioned the Supplemental plan is consistent with Section 1.2 of the Long term City services Agreement with the Sundance Institute.
2. Findings are consistent with the requirements of the Park City Municipal Code, Title 4, Chapter 8.

**CONDITIONS OF APPROVAL.**

1. A programming and operational plan for the Main Street venue, including closures of Main Street, Town Lift, and portions of the Shops at the Village on Main, is to be submitted and approved by December 1, 2008 to address all aspects of the operation and programming of Main Street.
2. Use of 1251 Kearns Blvd. as an official shuttle stop is conditioned upon:
    a. Operation consistent with typical standards for access, lighting, safety, etc. This requires review and approval by the City Building Official.
    b. Integration into and consideration of any additional parking demand created by uses or approved Special Event activities at 1251 Kearns (aka the Yard). This determination to be made by either the Planning Director and/or City Attorney.

EXHIBIT “A” TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT

**USE AREAS**

| Use Area | Address | Use Period * | Intended Use | Type of Use | Basic City Services | Access Control | Traffic Control |
|---|---|---|---|---|---|---|---|
| Santy Auditorium of Park City Public Library and Education Center, all associated furnishings, fixtures, and equipment; north lawn area and Reading Garden. | 1255 Park Avenue | 1/9,2009 – 1/29, 2009 | Screening venue; Hospitality; Wait list Line; Box Office, kiosk, tent | Parking – Nonexclusive (except 5 reserved, 7 permits and 2 for coffee cart); All others – Exclusive | Park City shall provide Cleaning, Waste Removal and snow and ice removal inside and outside the use area. In addition, Park City shall clear snow, ice and debris from the field for placement of Sundance's Tent facilities. | Sundance and Park City | Sundance and Park City |
| Racquet Club Gymnasium, Indoor tennis courts, storage room and adjacent hallways, all associated furnishings, fixtures and equipment; and 35 parking spaces in the adjacent parking lot (for staff use only) | 1200 Little Kate Road | 1/10,2009 – 1/27, 2009 | Awards Ceremony and Screenings | Parking – Nonexclusive; All Other - Exclusive | Park City shall provide Cleaning, Waste Removal and snow and ice removal inside and outside the use area | Sundance | Sundance and Park City |
| Main Street- Between 7th and 9th St. including: Village at the Lift and Shops | Main Street | 1/12,2009 – 1/26, 2009 | Festival tent operations and sponsor activities | Nonexclusive; All Other - Exclusive | Park City shall place barricades and enforce the operations, transit, and parking plan(s) | Sundance | Sundance and Park City |

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|---|---|---|---|---|---|---|---|
| at the Village on Main | | | (inside tenant spaces and outside public areas) | | | | |
| Transit Center - | 558 Swede Alley | 1/15, 2009 – 1/25/2009 | transportation coordination; and waiting area | Exclusive | Park City shall provide Cleaning, Waste Removal and snow and ice removal inside and outside the use area | Sundance and Park City | Park City |
| Main Street - Egyptian Theater, Elks Building, Main Street Mall. | Main Street | 1/13, 2009 – 1/26/2009 | Crowd control in front of large venues and enhanced pedestrian areas. | Pedestrian | Park City shall place the barricades, provide snow removal and place “no parking” and “drop zone” signs | None | None |
| First Priority City Trails and Walking Paths | Various | 1/15, 2009- 1/25,2009 | Walking route to/from venues and other areas of town | Pedestrian | Park City shall place the barricades, provide snow removal | None | None |

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**Exhibit B**
**Main Street Closure**

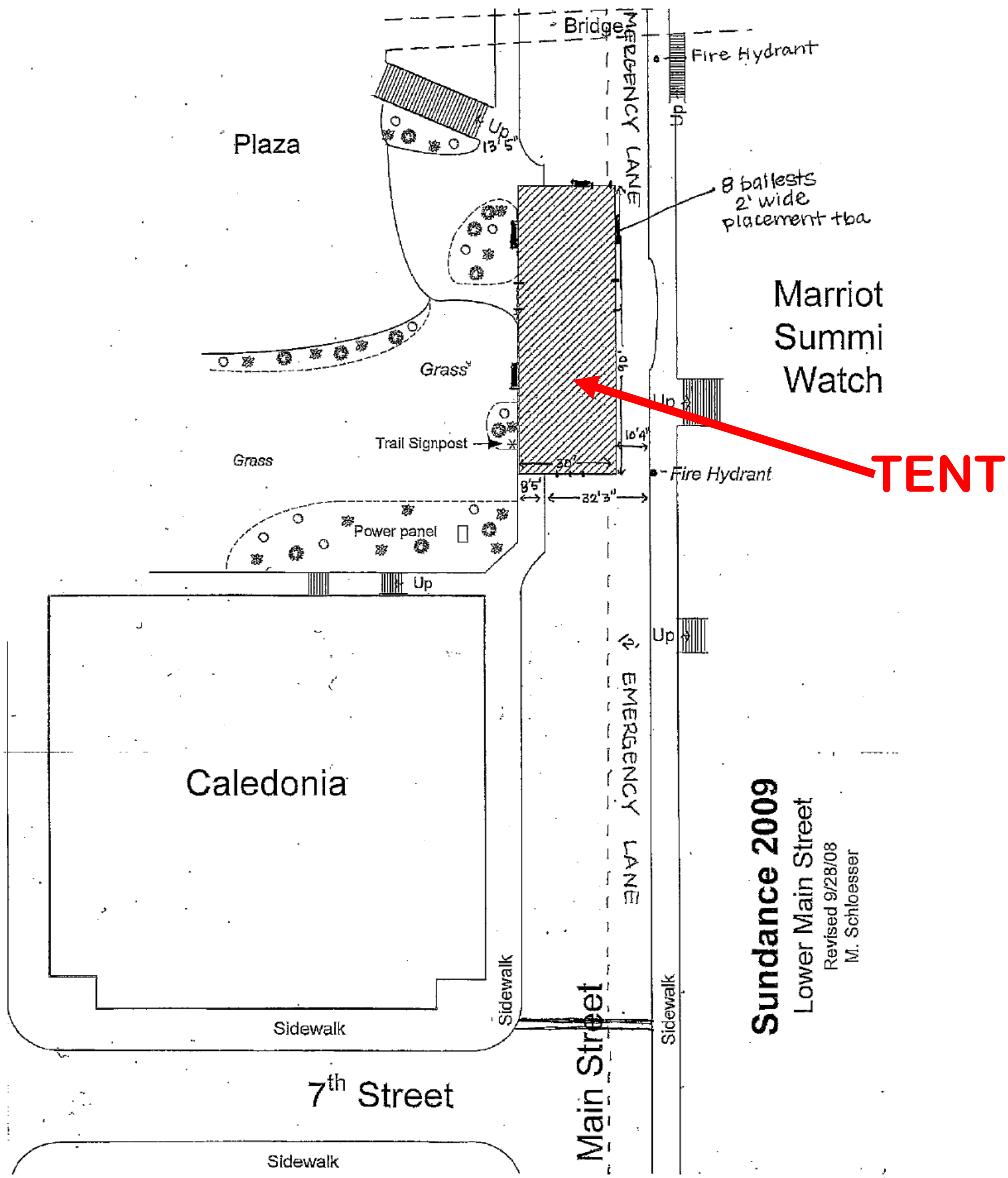
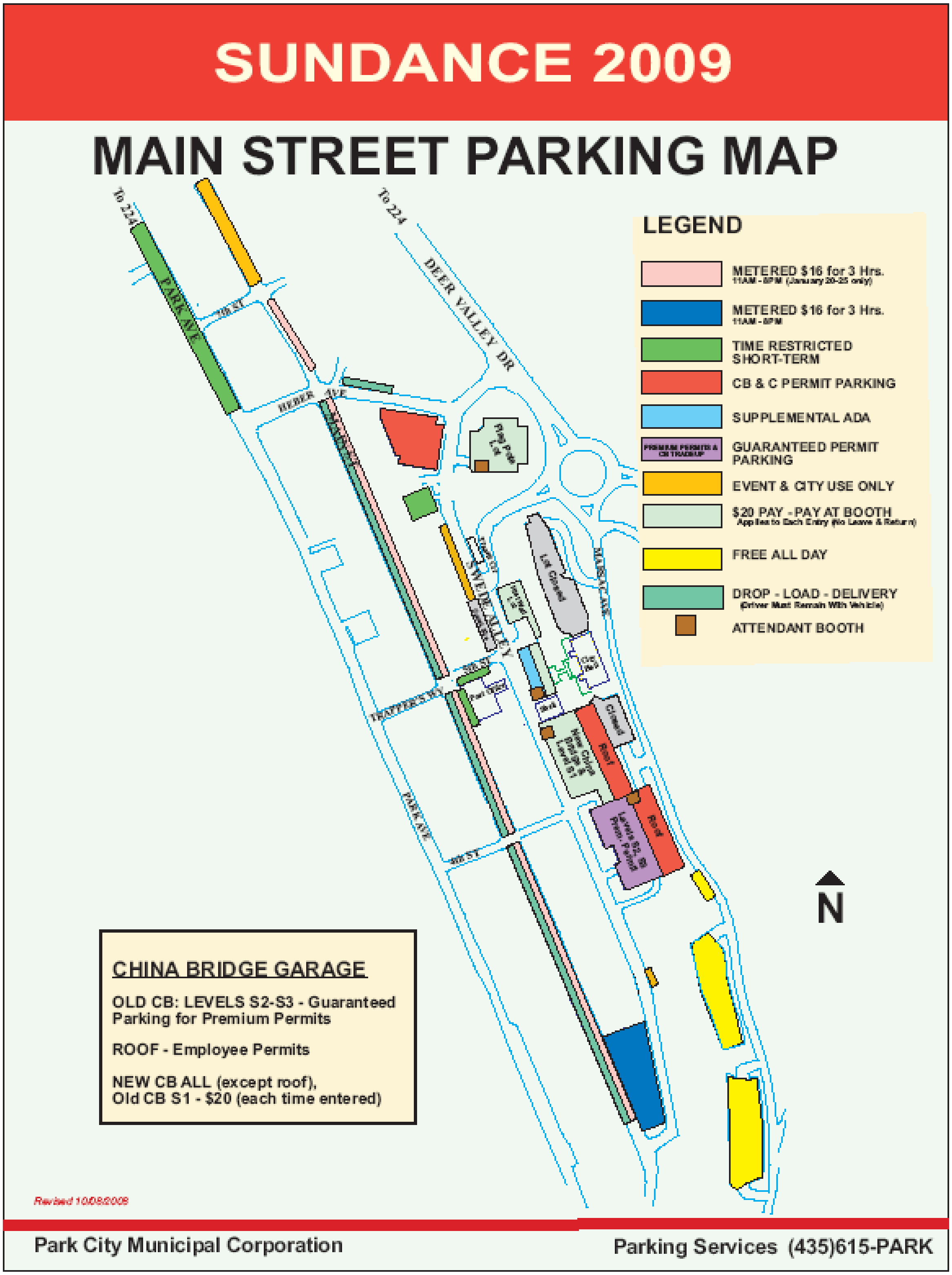


**Exhibit C**
**Parking Map**



## Exhibit D

**PARK CITY COUNCIL MEETING**
**SUMMIT COUNTY, UTAH**
**APRIL 24, 2008**

## IV NEW BUSINESS

2. Consideration of approving an Amendment to the 2008 Sundance Film Festival Supplemental Plan regarding use and operations at the Racquet Club venue in 2009 – Max Paap asked that Council amend the 2009 Sundance Film Festival Supplemental Plan conditions of approval for the Racquet Club use and operation making it consistent with the Master Festival License and City Services Agreement with the Sundance Institute. On February 28, 2008 staff was directed to address the screening times at the Racquet Club to better ensure vacating the venue nearer to the 10 p.m. hour. Council members also affirmed that they would be in favor to allow Sundance to hold the closing awards party on the final Saturday of the 2009 Festival at the Racquet Club. Since that meeting staff and Sundance have explored changes to the screening times at the venue as well as other operational facets of the Festival in preparation of approval of the entire 2009 Supplemental Plan. Sundance considered an 8 p.m. start-time for the last screening and has agreed to the change in scheduling. The 8 p.m. time will make it unlikely that unloading will occur after 10 p.m. and Sundance will maintain the parking operations and closing party consistent with the 2008 plan. Knowing that there will be on-going discussions for the 2009 Festival, final approval is contemplated in November. The screening times will not be revisited in November. Mr. Paap pointed out the distribution of an email from John Halsey, Little Kate Road, who testified on this matter previously. The Mayor opened the public hearing.

Michelle Diederich, 179 Racquet Club Drive, thanked members for taking the time to listen to them and considering the petition addressing the 10 p.m. load-out she presented at the last meeting. The scheduling change doesn't offer Sundance incentives to clear the parking lot or ensure that they schedule shorter movies. Sundance still has free reign because there is no deadline. Sundance has not been considerate of the neighborhood and one night's activities went beyond midnight. The Festival is for nine days and the amendment isn't enough. There has to be a deadline for things to change.

With no further input, the public hearing was closed. Candace Erickson agreed with Ms. Diederich about setting a load-out time and supported 10 p.m. Roger Harlan felt the amendment is a step in the right direction and felt Sundance should be given credit for trying to improve the operations for the neighborhood as it is in its best interest to do so. Jim Hier felt 11 p.m. is a reasonable drop-dead get-out time with a target of 10:30 p.m. and Joe Kernan felt it worthwhile to assign an employee to monitor the times. Liza Simpson felt comfortable with holding Sundance accountable to the 10:30 p.m. time which seems reasonable. She stated that she would like a condition added that Sundance provide a complaint line for residents for the upcoming Festival. Joe Kernan made a motion that everyone must be cleared out of the building and parking lot by

10:30 p.m.; that there be no significant noise after 10:30 p.m.; and that the City provide a staff person on site to monitor activity and noise. This motion was seconded but did not pass. Liza Simpson suggested using noise ordinance criteria. Roger Harlan stated that he can not support assigning a City staff person to the venue every night but supports the intent of the motion.

Tom Bakaly encouraged Council to be as specific as possible. Liza Simpson moved to approve an amendment to the 2009 Supplemental Plan for the Racquet Club operation accepting the proposed changes in screening times and requiring that Sundance abide by the noise ordinance beginning at 10:30 p.m. This motion was later withdrawn. Mark Harrington pointed out that there could be individuals or vehicles creating noise that are not associated with the Festival. The noise ordinance is very difficult to enforce on a third party complaint basis. Disturbances are often a loud radio in a passing car or people yelling, not conduct that can be controlled by the City or Sundance and unloading the venue sooner is more achievable than enforcing the noise ordinance. Joe Kernan reiterated that having someone on site to monitor would be helpful. Mark Harrington explained that basing the condition on the noise ordinance may prompt unrealistic expectations because when the police arrive, the disturbance may be gone making it very difficult to cite these noise events. The Mayor pointed out that members asked Sundance to change the time and they did and he added that he is not willing to commit staff to the operation. Jim Hier, "<u>I move we incorporate the amendment to the Supplemental Plan for the 2009 Festival consistent with the MFL and City Services Agreement with the Sundance Institute as drafted in the staff report with the addition that there will be a functioning complaint line</u>. Joe Kernan seconded. <u>Motion carried</u>.

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|---|---|
| Candace Erickson | Nay |
| Roger Harlan | Aye |
| Jim Hier | Aye |
| Joe Kernan | Aye |
| Liza Simpson | Aye |

**PARK CITY COUNCIL WORK SESSION NOTES**
**SUMMIT COUNTY, UTAH**
**OCTOBER 2, 2008**

**Present:** **Mayor Dana Williams; Council members Candace Erickson; Roger Harlan; Jim Hier; Joe Kernan; and Liza Simpson**

**Tom Bakaly, City Manager; Mark Harrington, City Attorney; Linda Tillson, Library Director; Thomas Eddington, Planning Director; Jerry Gibbs, Public Works Director**

**Ron Vine, ETC; Dina Blaes, Historic Preservation Consultant; Kevin Callahan, Summit County Public Works Director**

**1. Council questions/comments.** Liza Simpson reported on the bus rodeo and thanked Public Works and others who helped host the event two weeks ago. She recognized employee John Sampson who will move on to the Nationals in Providence, Rhode Island.

Joe Kernan expressed that he sensed the majority of Council members found upholding the appeal on the Ridge Avenue CUP difficult feeling that homes are too large because of allowances in our current Code. He acknowledged that the Historic District Inventory is a different issue but asked if allowable house size and encouraging smaller homes is an ancillary discussion. Tom Bakaly explained that the draft Historic District Guidelines are currently being reviewed by the Planning Commission and will be forwarded to Council shortly. This review will provide an opportunity for policy discussions. The Planning Commission will be exploring steep slope criteria next week and Mark Harrington advised that other issues will also be addressed like height. Candace Erickson discussed Recycle Utah programs and events and pointed out special services like accepting e-waste, batteries, foam, compost and providing educational opportunities in the community. The Historical Society met; the renovation is about two to three weeks behind but the project is financially on track. Jim Hier discussed attending the special events meeting, COSAC, the Hillside Avenue open house, and the Chamber Board meeting. Mayor Dana Williams thanked the Sustainability Team for installing the anometers at Quinns. He discussed Diane Foster's efforts in forming a group on solar energy where many creative ideas unfolded; he was pleased to see the bio-cell project under construction.

**2, Results of Library community needs survey.** Linda Tillson introduced Ron Vine who also conducted the survey for the Racquet Club. He is the Vice President of ETC Institute and she elaborated on his credentials. Mr. Vine explained that ETC was selected to develop a survey on a full range of usage, customer satisfaction, purposes, importance to households, future in the community, and other strategic issues. Two thousand surveys were mailed with the goal of a 20% return rate but there were actually 432 surveys completed and returned. The results, therefore, carry a 95% confidence rate with a margin or error plus or minus 4.7%.

Mr. Vine clarified that a banner analysis will be prepared for the City so the results of the survey can be broken down by age, gender, education, length of residency, household type, and frequency of use. He provided information about ETC which was formed in 1982 to specialize in governmental and non-profit surveys. ETC has conducted business in 46 states and he discussed a variety of survey work.

He stated that nearly 90% of resident households have used the Park City Library in the past year. Over 80% have a library card; the primary purpose for visiting the library is to check out a book and the main reason for not using was obtaining books from another source or the Internet. Mr. Vine explained that most people find out about the library by visiting it and by reading about it in the newspaper. Fifty percent or more of respondents are very or somewhat satisfied with the majority of services; some of the services at the top end received over 80%. Books for adults and books for children are the most important services identified and leisure recreational reading, research reference, class assignment materials, and the ability to request items from other libraries are programs that residents would like to see in a new library. Children's programs were also of high importance. Mr. Vine stated that residents feel the principle role should be providing education and literacy for children and adults followed by providing a quiet oasis for reading and study. Eight-five percent of respondent households rate the library as extremely or somewhat important to themselves and/or members of their households. Ninety-five percent consider the library as extremely important or somewhat important to the future of the community.

Through illustration of a PowerPoint presentation, Ron Vine showed that about 40% use the library once or twice a month and 11% do not use the library at all. Eighty-three respondents have a library card and 14% don't. He reported that 82% use the library to check out a book and emphasized that libraries are principally still book-driven. Half of the respondents not using the library indicated they received information from the Internet or other non-library locations. In response to a question from Joe Kernan, Mr. Vine described their approach to questionnaires and the reasons for avoiding open-ended questions.

He reiterated that most people find out about the services at the library by visiting it, followed by the newspaper, the radio, and word of mouth and television was rated unusually low. There may be an opportunity in the future to enhance the website but checking out books ranks highest among all demographics. Mr. Vine detailed charts on level of satisfaction and important services provided. Park City patrons are very satisfied with their library.

With regard to future services, 42% rated leisure recreational reading as a top priority, 36% identified the ability to request items from other libraries, and 31% desired a quiet place to work or study. He emphasized that these are important elements to consider in an expansion. Forty-five percent of households rated the library extremely important, 37% somewhat important, 16% not very important or not at all important, and 2% did not know. Eleven percent did not use the library at all which ties into the numbers. Mr.

Vine pointed out that even if people do not think it is important to them, they feel it is important to the community.

Candace Erickson was surprised to learn that 21% have lived in Park City 16 years or longer which seems unusual. Mr. Vine agreed. Roger Harlan asked if there were any big surprises and Ron Vine responded the number of people who liked the location of the library. Usage is high without much marketing effort. He was also surprised at the low number associated with promoting the library through television.

Linda Tillson stated that these findings will be helpful in looking at facility needs and long-range planning. Ron Vine noted his appreciation of the professional working relationship he experienced with Linda Tillson.

**3. Historic building inventory amendments.** Dina Blaes explained that this discussion is intended as a follow-up from Council and staff is asking for specific direction regarding proposed changes to Title 15, Chapter 11 and Chapter 15, Definitions which are provided in the meeting packet as Exhibit A. The Council also requested establishing a Park City Historic Sites Inventory and amendments to the Historic District Design Guidelines. Ms. Blaes presented a PowerPoint slide show, illustrating examples of inventory categories. The idea of categorizing buildings differently was introduced in May 2008 at a Historic Preservation Board Meeting with the intent to not only recognize historically significant buildings but to also acknowledge landmark and contributing structures. Ms. Blaes stated that at a subsequent City Council meeting, staff received direction from the Council to begin working on the inventory and to return to Council with information for discussion. The project was considered somewhat urgent because of a couple of demolitions which occurred in June. The Council subsequently adopted Ordinance No. 08-33 imposing the temporary zoning ordinance prohibiting demolition of structures built before 1962 until the issues can be adequately addressed.

Ms. Blaes stated that the LMC currently provides criteria for determination of historical significance and it is proposed to eliminate that section and replace it with criteria for Park City Historic Sites Inventory. The terminology is important. Currently, the inventory lists historic buildings not historic sites and there is no mechanism in the designation process to look at accessory structures. When the initial survey was conducted a number of accessory buildings were discovered. She emphasized that a *site* may be a lot, an area, or a parcel that may include more than one structure. Ms. Blaes explained that *landmark sites* are sites eligible for the National Register of Historic Places. It requires that a building be at least 50 years old, retain its integrity as defined by the National Park Service or the National Register and that it comply with three criteria.

Mayor Williams referred to criteria specifying that significance can be established by the importance of the person who lived in the house; this could be an awkward and/or subjective determination. Ms. Blaes explained that in terms of a landmark site, the general practice is that knowledge of the person goes beyond the community to regional, state or national notoriety. Another example is recognizing a notable craftsman who constructed era homes in the region.

Dina Blaes explained the category of *significant site* where the building must be at least 50 years old and retain its essential historical form with no major alterations. This could include changes in roof pitch, additions of upper stories or the removal of original upper stories, moving it from its location to one that is dissimilar, and additions that significantly obscure the essential historic form when viewed form the primary public right-of-way. She emphasized that just about any building constructed over 50 years ago without any of the four procedures noted above, will fall into the list of significant structures. The majority of historic structures will also meet criteria (c) *important to local original history*. Candace Erickson asked if structures that have been moved lose their designation, and Ms. Blaes explained that the site must be similar to the context of the original location, e.g., urban and rural. The historic home that was moved from Coalville to Prospector may not fit this requirement for example and all three must be met.

Joe Kernan asked if there is a sense of the number of 50 year old buildings and/or elements that would be included in criteria one and two. Ms. Blaes explained that when the original survey was conducted in 2006 and 2007, two sets of evaluations were completed. One was based on the LMC and another based on the National Register eligibility and that data is available with the exception of a few updates. She recalled about 230 structures being eligible for the National Register which would likely be considered landmarks in Park City.

Jim Hier pointed out that under this process, in 2030 properties in Park Meadows and Prospector Square would be designated as historic. Joe Kernan interjected that he would prefer setting a date and Liza Simpson pointed out the opportunity to review the Inventory every five years. Ms. Blaes explained this is a common discussion among preservationists. The understanding is that there is a continuum of development within a community and 50 years is the cut-off point to begin considering whether a style is significant in the development and history of the community. Mr. Hier believed the term *dissimilar* may be too subjective and difficult to interpret and apply. Ms. Blaes explained that a definition can be created but generally it is evaluated under National Register criteria. Jim Hier again suggested that *dissimilar* be defined to minimize confusion. Ms. Blaes explained that the National Park Service provides definitions regarding criteria for landmark sites including retaining their historic integrity in terms of location, design, setting, materials, workmanship, feeling, and association. The history of the recent past is important to preserve and she encouraged that an inventory be conducted every six to ten years, especially because of the interest of the early ski years of the 1960s.

In response to comments from Joe Kernan and Candace Erickson, Dina Blaes emphasized that listed properties are subject to certain protections against demolition. The goal is to try to get as many properties on the list as possible but there must be balance with regard to the selections. Ms. Erickson expressed that there is a common concern that buildings remain small in the Historic District which may be better addressed in the LMC. Ms. Blaes agreed that these are two entirely separate issues.

Through a PowerPoint presentation, she displayed landmark sites, significant sites which are currently listed on the City's Historic Building Inventory, and three examples currently not on the Inventory, which would be added. She presented housing stock that did not qualify under any scenario where the main façade of historic structures were dwarfed by a significant garage addition. Discussion ensued on removing inappropriate elements to uncover the historic structure and creating incentives to bring buildings back to their historical form. In response to a question from Liza Simpson, Ms. Blaes reported that almost every single home not included on the Historic Building Inventory has been added.

Jim Hier asked about the process for establishing an era of historic importance and Ms. Blaes stated that it is determined by public consensus and the early ski industry years will be Park City's next historic era. She explained that normally a city would issue a request for proposals to perform a survey and the consultant would establish historic context which is researched to determine level of relevance to Park City. Jim Hier felt it important that the Inventory specifies historic context within a described era so that the LMC is clear. Ms. Blaes again indicated that that information is available. She agreed that the LMC must be ultimately user-friendly and understandable.

Mayor Dana Williams expressed his support of a rating system of the conditions of structures in the Inventory. He spoke about weighing the cost of restoration and replication from a practical standpoint. Council member Simpson recalled that if deteriorated elements can not be reused, the Design Guidelines permit replication.

Dina Blaes confirmed that members support the two-tiered inventory of landmark and significant structures, including the criteria and procedures proposed. The procedure for designating sites would remain the responsibility of the Historic Preservation Board. There is a process for determining insignificance and creating a process for removing a building, which simply does not meet the criteria, is contemplated. In order to remove a building under the Historic Site Inventory approach, there must be evidence that contextual qualities are no longer present or new information which proves the site does not comply with the criteria. These instances would be rare, especially if the base line investigation of properties is thorough. The appellant body would be the Board of Adjustment. Discussion ensued on regulation and incentives for preservation and Joe Kernan believed nothing should be torn down. She warned that if a community begins to include buildings lacking integrity and significance and simply includes them because they represent a date, the credibility of the preservation plan could be dramatically undermined.

Thomas Eddington reported that the 2006 inventory contained 486 structures which was subsequently reduced by the Historic Preservation Board to 419 entries. The new two tiered proposal will significantly increase the total number leaving only about 20 unqualified properties off the Inventory. Of these, some were reconstructed to the point that the historic element is not recognizable, or others were total reconstructions using a few historic boards, some were demolished, one was dramatically changed into two styles, and two are located outside Park city's boundaries, The Council agreed with the criteria based on the data gathered and presented by the consultant and moving forward with drafting appropriate amendments to the LMC. Ms. Blaes strongly recommended that intensive level surveys be conducted on a consistent basis.

**4. Summit County Solid Waste Master Plan.** Jerry Gibbs explained that late last summer Council authorized the expenditure of $40,000 to $50,000 to assist Summit County and the Snyderville Basin to fund a Solid Waste Master Plan. Kevin Callahan of Summit County explained that the intention of the plan was to ensure a vision for the next 20 to 30 years on managing waste and moving toward a more sustainable form of managing waste. Consultant ChHill provided short and mid-term recommendations that will move the County in a direction that provides a higher level of sustainability. The other component of the plan is to make sure the physical facilities to manage these programs are on line. The County operates a couple of landfills in conjunction with Recycle Utah and help to manage and sustain other programs. He stated that new facilities will be needed in the future to manage operations. The strategic element addresses short term objectives from now to 2010. He reported that about 18% of the municipal waste stream is being diverted from the landfill and the goal is 30% within a couple of years, and 50% by ten years. No jurisdiction in Utah is at that level at this point. Mr. Callahan asked Council for feed back as he would like to take the plan to the Council of Mayors.

There was discussion about recycling construction trash. Mr. Callahan estimated the municipal waste stream (everything other than construction waste) to be about 51,000 tons with 18% being diverted. Businesses recycling cardboard was another topic of discussion as well as properly handling materials for the best return.

Joe Kernan disclosed that he is in the recycling business and discussed the efficiency of the operations at the landfill. In response to comments made by the Mayor, Jerry Gibbs relayed that some communities enforce mandatory recycling. Kevin Callahan pointed out that if goals are not reached, mandatory recycling will be explored for residential but would have significant budget implications. Joe Kernan suggested trying options that make recycling convenient so that mandatory measures are not necessary. Candace Erickson believed this is a good plan but would like information on the cost of getting from 30% to 50% to ensure a good return to the public. She felt that publicity and education components should be regularly employed. Jerry Gibbs believed that Summit County should implement a strategy for the entire community including a mandatory requirement to recycle cardboard. Summit County should develop a partnership with other communities and citizen groups to assess values and achieve goals. Mr. Gibbs emphasized that Park City will need to obtain more data on financial impacts.

**5. Dog Park opening – Quinns Junction.** The Mayor and Council dedicated the new dog park located at Quinns Junction.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING**
**SUMMIT COUNTY, UTAH**
**OCTOBER 2, 2008**

## I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Library and Education Center on Thursday, October 2, 2008. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Kirsten Whetstone, Planner; Brooks Robinson, Planner; Matt Cassel, City Engineer; and Kathy Lundborg, Water Manager.

## II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Joe Kernan disclosed that Talisker is among his recycling customers.

## III PUBLIC INPUT *(Any matter of City business not scheduled on agenda)*

None.

## IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF SEPTEMBER 11, 2008 AND SEPTEMBER 18, 2008

Roger Harlan, "I move approval of the work session notes and minutes of the meetings of the September 11 and 18, 2008". Joe Kernan seconded. Motion unanimously carried.

## V CONSENT AGENDA *(Items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon under "Additional Discussion – Agenda Items")*

The Mayor invited input from the Council and the public on any item on the Consent Agenda. In response to a question from Joe Kernan, Jason Glidden described the reasons he selected Swire for the Coca Cola contract at the ice arena. Managing inventory was also discussed. Jim Hier, "I move we approve Consent Agenda Items 1 through 4". Roger Harlan seconded. Motion unanimously carried.

1. Consideration of approval to execute an application for financial assistance to the Utah State Board of Water Resources – See staff report.

2. Consideration of approval of a five year advertising agreement with Swire Coca Cola USA for product exclusivity at Park City Ice Arena and Sports Complex, in a form approved by the City Attorney – See staff report.

3. Consideration of a construction contract to DRD Paving LLC for Round Valley Way and The Cove Trailheads in the amount of $121,816, in a form approved by the City Attorney – See staff report.

4. Consideration to authorize to execute Change Order #1 to the Construction Contract for the Prospector Drain Biocell, in a form approved by the City Attorney's Office, to Counterpoint Construction Company, Inc., in the amount of $86,383 – See staff report.

**VI NEW BUSINESS *(New items with presentations and/or anticipated detailed discussions)***

1. Consideration of an Ordinance approving the Ivers/Baer Subdivision combining Lots 12, 16-18 of Block 52, Lots 6-9 Block 60 of the Park City Survey, and Lot One of the Ivers Replat, with adjacent remnant parcels into three lots of record, located at 154 McHenry Avenue, Park City, Utah – Kirsten Whetstone explained the request for a three lot subdivision located at the south end of McHenry where the zoning is HRL. If approved, a portion of Lot 12, Block 52 would be dedicated to the RDA to be combined with other RDA parcels. About 1,500 square feet of property will be dedicated as McHenry Avenue right-of-way. The Planning Commission conducted a public hearing and forwarded a positive recommendation to the Council on September 10, 2008. Neighborhood concerns were addressed. Liza Simpson encouraged the steps to be located in an area to minimize snow removal efforts and constructed to municipal specifications in the event City takes over maintenance at some point. The Mayor opened the public hearing; there was no comment.

Jim Hier, "I move we approve the Ivers/Baer Subdivision based on the findings of fact, conclusions of law, and conditions of approval as modified this evening". Roger Harlan seconded. Motion unanimously carried.

2. Consideration of an Ordinance approving the Marsac Avenue Affordable Housing Subdivision located at 100 Marsac Avenue, Park City, Utah – Brooks Robinson explained that the application is for a ten lot subdivision and described the location of the project area. The old railroad bed will be used for the access road and there will be two open space lots, a trail easement, and a preservation easement for the historic stone walls. In January 2008, the Planning Commission held pre-application MPD hearings where there was input from the Prospect Avenue residents. Eventually, the Commission found compliance with the General Plan, the project moved on to the MPD stage in May and June and in July, the ten lot MPD was approved. In the meantime, Talisker, as the owner, and the construction team met with neighbors concerned with the density, design, or the entire development. The design morphed over time and initially the pre-MPD application proposed ten duplex units for a total of 20 units located in front of the historic stone wall. The project was dropped to ten single family homes located further south on the site, preserving nearly 80% of the stone wall. One of the issues bought up recently is emergency access from the end of the private street, but the Fire District has the authority to access private driveways for health, safety reasons.

Finding No. 6 addresses emergency access which Mr. Robinson read. Staff believes that the City has the ability to request the emergency access easement at the location and has provided Council with an ordinance with findings of fact, conclusions of law, and conditions of approval. He advised that the application also contemplates a vacation of platted 7th Street, aka 1st Street, which exists through the middle of the property. There are no utilities in that right-of-way and the Planning Commission found good cause for the vacation. In response to a question from Jim Hier, Brooks Robinson stated that this project represents 15 affordable housing unit equivalents. Mr. Hier felt it important that the number of AUEs represented in the project is documented in either the findings for the Steep Slope CUP or the MPD so it is memorialized in a document.

Peter Barnes, agent for Jamie Thomas homeowner on Ontario Court, explained that he was contacted by Mr. Thomas to monitor the project at the subdivision stage. He complained about not being able to download the staff report on the date of the Planning Commission meeting for the subdivision action. There should have been a two-stage process but there was no preliminary plat approval process. The minimum notice requirement for a subdivision is 14 days. The application was deemed complete on August 28 and 13 days later it was approved by the Planning Commission and on its face, the application does not meet the minimum noticing requirements. He didn't feel there is enough time for an interested neighbor to analyze the project. The subdivision regulations estimates 90 days to complete the application process not 13 days. He understands the project has been discussed for over a year but not the subdivision process. The first meeting they attended was on May 28 when a completely different project was presented. Mr. Barnes felt it was a better design than the current proposal because it had very little impact on Ontario Court. He again complained about not being able to get accurate information from the website the date of the meeting and a review of a preliminary plat was never conducted by the Planning Commission. The neighbors have zero time to analyze the project. He stated that Planning Commission approval of a major subdivision in 13 days is not acceptable.

Ontario Court is not a private street; it is a private driveway. He questioned imposing emergency access on Ontario Court when there are other alternatives and someone should have talked with the neighborhood beforehand. There are other design solutions but the project would need to return to the Planning Commission for review. He read the findings of fact noting there is no height exception in the MPD which is misleading because the buildings are not single story structures. Mr. Barnes stated that the visual impacts of the project are phenomenal and it may be last affordable housing project in town because of its design. The original proposal was better. Mr. Barnes stated that the building does not fit on the site with the setbacks applied. Exceptions will be required for parking, retaining walls and side yard areas. In order for the foundation walls to reach natural grade under the houses, the buildings must be three stories high on the downhill side. The density, as described is not true because no analysis has been done. The project is not compatible with the neighborhood. The footprints are 892 square feet not 705 square feet as indicated in the staff report. If the applicants went through the subdivision process as described in the LMC, the project would not exist in the form it does today. There is no visual analysis and the streetscape does not show buildings in relationship to grade. He questioned raising the railroad bed seven feet to put the road in; the house foundations are holding the road in place. The amount and cost of civil engineering required for this project to house 30 people in Old Town can not be affordable. Mr. Barnes felt that if Talisker has been forced to move on this project because of deadlines, it is a huge mistake. This project will have a huge visual impact and he reiterated comments on the grade of the road. Talisker has been ill-served by the process and he suggested remanding the plat to the Commission. He repeated all of his concerns in a continued lengthy dialog to again communicate the basic request to remand to the Planning Commission and to redesign the project.

Ruth Gezelius, Prospect Avenue resident, felt there are no winners associated with this project location. From the very beginning, neighbors objected to the site. Talisker should be required to build affordable housing on site instead of trying to cram it in Old Town. This site is the visual corridor for the entire Treasure Mountain side of upper Old Town. This is not a good situation for Talisker; it is a very expensive site for building, it is located in a prominent location with heavy traffic. Traffic is expected to double on the Mine Road in the next five to ten years. Building on this site will not solve any of the affordable housing problems and this property should be left as open space. Affordable housing should be constructed in a decent part of town along bus routes. Trying to stack everything on the entry corridor is not a good resort experience and Ms. Gezelius encouraged Council to arrive at a different solution.

Jamie Thomas, Ontario Court resident, stated that he disagrees with the City's findings that emergency access to 100 Marsac Avenue be granted because the driveway is private and services five houses only which is clear on the plat. The neighborhood may consider granting emergency access but were involved late in the process. The original design was disconnected from his neighborhood and was a better clustered design but then the design changed and the approval process was accelerated, The proposal can work with more scrutiny and Mr. Thomas pointed out the 16 foot retaining wall that will be required to be constructed on the north end. Visual impacts can be better minimized and he again addressed at length the private driveway issue, specifically maintenance by five home owners and the difficulty in negotiating Ontario Avenue in a fire truck. Mr. Thomas stated that he supports affordable housing and it can work on that site but it the design should fit the grade better with clustering. He would prefer reaching a design solution rather than a legal solution.

With regard to emergency access, Candace Erickson clarified for the benefit of Jamie Thomas that the City and the Fire District are separate entities. The Council has no design information tonight, only a two dimensional plat map and in order to appreciate public input, she would need more information. Ms. Erickson recalled the private driveway request years ago which was approved under threat of a lawsuit from the applicant. The driveway was not an option, but a demand. She does not have enough information to get a sense of the relationship of 100 Marsac to Ontario Court. Liza Simpson acknowledged the difficulty in approving a plat when there is little design information. She is concerned about procedures and conflicting information on the project.

Brooks Robinson explained that the preliminary and final subdivision plat reviews can be combined into one process. Noticing occurred prior to the public hearing; it was published and the property was posted in advance, meeting all LMC requirements. He explained that the Commission prefers to have some information on design during the subdivision process, but the renderings are conceptual. All requirements, including height and setbacks must be met including all conditions of the MPD.

Discussion ensued regarding the emergency access on the private road/driveway and the possibility of accepting Ontario Court as a public roadway. Candace Erickson emphasized that the Ontario Court homes were landlocked at the time the application was submitted and the City accommodated access by approving the private driveway proposal as opposed to the option of being sued.

Jim Hier explained that 13 days elapsed before the Commission *recommended* approval to the City Council. The Commission can not render final plat approval. It is difficult to understand grade and height issues without more information. Brooks Robinson noted that more information has been submitted as part of the Steep Slope CUP, which was not available during the subdivision review. Discussion ensued regarding problems downloading the Planning Commission meeting information. Mr. Robinson detailed the status of Talisker's affordable housing obligations and Mayor Williams emphasized that Talisker has a year to comply and dead lines should not be an argument in this instance. Jim Hier agreed that affordable housing dead lines should not be a consideration in reviewing plat amendments and should not be argued here. He felt the Council should consider remanding the project to the Planning Commission for interpretation with the schematics for the grade analysis for the property and processing the Steep Slope CUP concurrently could be a more efficient approach. With regard to emergency access, Mark Harrington emphasized that the intent of the easement is to provide improved fire services to Ontario Court not 100 Marsac Avenue Project which has been misunderstood.

David Smith, Esq. explained that Talisker began the process a long time ago, and about 25 to 30 internal iterations of the layout were prepared. About six designs made it to public hearing in different stages of iteration and this has probably been the most intensely vetted series of submittals. The project has received a lot of publicity and the public has been very involved. All of the changes made to the plan are the result of specific direction from the Planning Commission. At the end of the day, Talisker is not married to any particular design other than the hope it looks congruous with Old Town. Talisker will produce a quality project recognizing the challenges of the site. He didn't believe that returning to the Commission will produce a vastly different product because of the level of involvement to date.

Roger Harlan expressed that he needs more information and supports a remand. Joe Kernan stated that he could actually support a denser multi-family project because of the need for community housing. However, he felt that single family homes is a good solution for the neighborhood and the Council must act in the interest of the community not just one household. Jim Hier, "I move to remand to the Planning Commission to reevaluate the specific plat arrangement in light of the grade changes that would be required". He asked that Council be notified of the meeting date and added that the process would have gone a lot quicker if the density was proposed lower than the original 22 units. Mr. Hier felt the subdivision plat should be scheduled concurrently with the CUP review next week. Brooks Robinson stated that noticing requirements would not meet next week's meeting and Mark Harrington encouraged holding a work session at that time. Jim Hier encouraged Messes. Barnes and Thomas to attend the Planning Commission meeting. Liza Simpson seconded. Motion unanimously carried.

3. Consideration of Professional Services Agreement, in a form approved by the City Attorney, with Ward Engineering Group for the design and construction management of Hillside Avenue in the amount of $168,220 – Matt Cassel explained that the Hillside Project was part of the 2002 OTIS Study and the reconstruction will include replacement of the existing utilities, possibly the retaining wall, improved walkability and resurfacing of the road. Eleven contractors bid on the project and staff recommends the award to Ward Engineering. An open house was held on September 25 and a public outreach effort will be continued. In response to a question from Liza Simpson, Mr. Cassel noted that most requests were for a sidewalk. There was no strong opinion on a connector to Main Street. The Mayor invited public input.

Ruth Gezelius, Prospect Avenue resident, felt this is a good opportunity for the City to coordinate this project with improvements to the trolley turn-around parking lot. It is not attractive and should be cleaned up.

Council member Simpson advised that the Recreation Advisory Board is planning on addressing this area after Hillside is improved as part of the neighborhood park project. Matt Cassel explained the process, more specifically the opportunity for public input. Roger Harlan emphasized the importance for the trolley to have adequate area to maneuver. Mr. Cassel advised that the contract is a fixed price arrangement with alternatives with separate costs. Construction is contemplated next spring with design completed by December. Roger Harlan, "I move approval of a professional services agreement in a form approved by the City Attorney with Ward Engineering Group for design and construction management of Hillside in the amount of $168,220". Candace Erickson seconded. Motion unanimously carried.

4. Consideration of Professional Services Agreement, in a form approved by the City Attorney, with Carolla Engineers for the design of the Park City Surface Water Treatment Plant in the amount of $795,000 – Kathy Lundborg explained that the one of the purposes of the project is to transport Rockport water into town. Carolla has conducted work for the City in the past and its cost is in line with the market; she felt confident in Carolla's expertise. She explained that the plant will be planned for storage of a variety of water sources. The Mayor invited input; there was none. Liza Simpson, "I move we authorize the City Manager to execute an agreement in a form approved by the City Attorney with Carolla Engineers for the design of the Park City Surface Water

Treatment Plant design in an amount of $795,000". Jim Hier seconded. Motion unanimously approved.

## VII OLD BUSINESS *(Continued public hearings)*

Consideration of an Ordinance annexing approximately 286.64 acres of property located at the southwest corner of the SR248 and US40 interchange in the Quinn's Junction area, known as the Park City Heights Annexation, into the corporate limits of Park City, Utah, and approving a Water Agreement, and amending the Official Zoning Map of Park city to zone the property in the Community Transition Zoning District (CT) – The Mayor opened the public hearing. There were no comments and he requested a motion to continue to October 16, 2008. Candace Erickson, "I so move". Jim Hier seconded. Motion unanimously carried.

## VIII ADDITIONAL DISCUSSION – AGENDA ITEMS

## IX ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned.

## MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 12 p.m. Members in attendance were Mayor Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Tom Daley, Deputy City Attorney; Diane Foster, Sustainability Manager; Jerry Gibbs, Public Works Director; Kathy Lundborg, Water Manager; Ron Ivie, Chief Building Official; Kent Cashel, Deputy Public Works Director; Jeff Schoenbacher, Environmental Specialist; Tom Eddington, Planning Director; and Mark Harrington, City Attorney. Joe Kernan "I move to close the meeting to discuss property and litigation". Jim Hier seconded. Motion carried unanimously. The meeting opened at approximately 2:45 p.m. Joe Kernan, "I move to open the meeting". Jim Hier seconded. Motion unanimously carried.

The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott

Janet M. Scott, City Recorder

# City Council
# Staff Report

**Subject:** Bond Reimbursement Resolution
**Author:** Bret Howser
**Department:** Budget, Debt, & Grants
**Date:** October 2, 2008
**Type of Item:** Legislative

**Summary Recommendations:**
Staff recommends Council adopt the attached reimbursement resolution which would allow the City to reimburse itself for imminent expenses with bond proceeds from a Water Revenue Bond which has yet to be issued.

**Topic/Description:**
Reimbursement resolution for Water Revenue Bond to be issued in FY 2009 for water infrastructure projects.

**Background:**
The FY 2009 Budget adopted by Council in June 2008 anticipated that bond proceeds from Water Revenue Bonds would fund a portion of the upcoming water infrastructure and importation projects. These projects are soon to be underway, but bonds are not anticipated to be issued until the end of calendar year 2008. This is a common occurrence resulting from the need to have much of the design and engineering work completed before the principal amount for the bond is determined.

**Analysis:**
The typical solution to this occurrence is a reimbursement resolution. The attached resolution, drafted by the City's bond council, would allow the City to incur expenditures against the project before issuing the bond and then reimburse those expenses with bond proceeds.

The resolution sets certain limits on reimbursement. The City could not reimburse itself for more than $35 million and must issue the bonds within 18 months of the payment or within 18 months of the project being put into service (whichever is later). These parameters are intentionally conservative as staff doesn't anticipate the reimbursed expenses to approach the total cost of the project. Staff also anticipates issuing the bonds within 6 months of incurring expense.

**Department Review:**
Budget, Debt, & Grants; Legal; City Manager

**Alternatives:**

**A. Approve:**
Passing the attached resolution would allow staff to move forward with the water infrastructure projects as planned and budgeted this fall.

**B. Deny:**
Without the resolution, staff would have to rush to issue bonds in order to move forward with these projects or delay progress on the initial phases of the projects.
**C. Modify:**

**D. Continue the Item:**
Same effect as B.
**E. Do Nothing:**
Same effect as B.

**Significant Impacts:**
Passing the attached resolution would allow staff to move forward with the water infrastructure projects as planned and budgeted this fall.

**Consequences of not taking the recommended action:**
Without the resolution, staff would have to rush to issue bonds in order to move forward with these projects or delay progress on the initial phases of the projects.

**Recommendation:**
Staff recommends adopting the attached reimbursement resolution which would allow the City to reimburse itself for imminent expenses with bond proceeds from a Water Revenue Bond which has yet to be issued.

**Attachments**:
A – Reimbursement Resolution

**RESOLUTION NO. _______**

A RESOLUTION EXPRESSING OFFICIAL INTENT REGARDING CERTAIN CAPITAL EXPENDITURES TO BE REIMBURSED FROM THE PROCEEDS OF WATER REVENUE BONDS TO BE ISSUED BY PARK CITY, SUMMIT COUNTY, UTAH; AND RELATED MATTERS.

*** *** ***

WHEREAS, Park City, Summit County, Utah (the *"City"*) desires to undertake the design, acquisition, construction and financing of culinary water system improvements (the *"Project"*); and

WHEREAS, the City Council of the City (the *"City Council"*) deems it necessary and advisable that it take such action as may be required under applicable provisions of law to authorize and issue water revenue bonds (the *"Bonds"*) to finance the costs of the Project; and

WHEREAS the expenditures relating to the Project (the *"Expenditures"*) (i) have been paid from the City's Water Fund (the *"Fund"*) within sixty days prior to the passage of this Resolution or (ii) will be paid from the Fund on or after the passage of this Resolution;

NOW, THEREFORE, be it and it is hereby resolved by the City Council of Park City, Summit County, Utah, as follows:

*Section 1.* The City reasonably expects to reimburse the Expenditures with proceeds of the Bonds.

*Section 2.* The maximum principal amount of the Bonds expected to be issued for the Project is $35,000,000.

*Section 3.* All actions of the officers, agents and employees of the City that are in conformity with the purposes and intent of this Resolution, whether taken before or after the adoption hereof, are hereby ratified, confirmed and adopted.

*Section 4.* It is hereby declared that all parts of this Resolution are severable, and if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining provisions, paragraphs, clauses or provisions of this Resolution.

*Section 5.* All resolutions, orders and regulations or parts thereof heretofore adopted or passed that are in conflict with any of the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

*Section 6.* This Resolution shall be in full force and effect immediately upon its adoption.

PASSED and APPROVED by the City Council and the Mayor of Park City, Summit County, Utah, this 16th day of October, 2008.

PARK CITY, SUMMIT COUNTY, UTAH

By_________________________________
Mayor

[SEAL]

ATTEST AND COUNTERSIGN:

By_________________________________
City Recorder

APPROVED AS TO FORM:

By
City Attorney

# City Council Staff Report

| | |
|---|---|
| **Subject:** | **Sewer Lateral Easement for Lots 3 and 5 of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility<br>Deer Valley** |
| **Author:** | **Matthew Cassel, City Engineer** |
| **Date:** | **October 16, 2008** |
| **Type of Item:** | **Legislative** |

**Summary Recommendations:**
Staff recommends that the City Council grant two Sewer Lateral Easements to Snyderville Basin Water Reclamation District (SBWRD) for the purpose of accessing the sanitary sewer laterals for Lots 3 and 5 of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility (Medical Campus). The sewer lateral easements are located across Lot 1 of Park City's Recreation Complex.

**Description:**
SBWRD has requested two 20' wide Sewer Lateral Easements across Lot 1 of the Park City Park Complex. These are 20' wide easements with the Lot 3 easement being approximately 15.5 feet in length and Lot 5 easement being approximately 16 feet in length. These sewer lateral easements run from the existing sanitary sewer located in the sanitary sewer line easement No. 1 on Lot 1 of the Park City Recreation Complex to the property lines of Lot 3 and Lot 5 respectively of the Medical Campus.

The Sewer Lateral Easements would allow SBWRD access for the construction, reconstruction, operation, maintenance and repair of the lateral wastewater lines dedicated to each lot.

**Background:**
For the Medical Campus utility improvements, an easement must be provided to SBWRD by Park City Municipal Corporation to allow access to the sewer laterals for Lot 3 and Lot 5 of the Medical Campus where the sewer laterals cross Park City property. The location and size of the easements have been negotiated and finalized between Bryan Atwood with SBWRD and Eric DeHaan, former City Engineer. In a letter to SBWRD dated December 7, 2007, Mr. DeHaan indicated the City's intent to grant the sewer lateral easements to both lot owners subject to final City Council approval.

SBWRD will need the sewer lateral easements in place before they sign off on the certificate of occupancy for the United States Ski and Snowboard Association (USSA) building.

**Analysis:**
The sewer lateral easements are located in the narrow strip of land within the existing Sanitary Sewer Line Easement No. 1 which is adjacent to the property line of Lot 3 and

Lot 5. This encumbrance will not hinder future plans for Lot 1 of Park City Recreation Complex.

**Department Review:**
This report has been reviewed by Legal, Recreation and Planning. All concerns raised by these departments have been incorporated herein.

**Alternatives:**

**A. Approve the Request:**
Approving the sewer lateral easements will allow for USSA to obtain their certificate of occupancy and will allow the development of Lot 5. This is Staff's recommendation.

**B. Deny the Request:**
Denying the sewer lateral easements will then not allow USSA to receive their certificate of occupancy and forego the future development of Lot 5.

**C. Continue the Item:**
If the Council desires more information about the easement, the item may be continued.

**D. Do Nothing:**
This would have the same affect as denying the request for the sewer lateral easements.

**Significant Impacts:**
There are no significant impacts arising from the recommended action.

**Consequences of not taking the recommended action:**
If the sewer easements are not granted, USSA cannot receive their certificate of occupancy and the future development of Lot 5 cannot occur.

**Recommendation:**
Staff recommends that the City Council grant the sewer lateral easements to the Snyderville Basin Water Reclamation District (SBWRD) for the purpose of accessing the sanitary sewer laterals for Lot 3 and Lot 5 of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Faciity as they cross Lot 1 of Park City's Recreation Complex.

Attachments
Exhibit A: Sewer Lateral Easement for Lot 3
Exhibit B: Sewer Lateral Easement for Lot 5

When recorded please return a copy to the following:
1. Grantor (original)
2. Grantee
3. Snyderville Basin Water Reclamation District,
   2800 Homestead Rd., Park City, UT 84098

# GRANT OF EASEMENT
# FOR PRIVATE LATERAL WASTEWATER LINE

Park City Municipal Corporation (Grantor), owner of Lot 1, Park City Recreation Complex Subdivision, Park City, Utah, , as platted, hereby grants a private lateral wastewater line easement in, across, and through said lot to Lot 3, Intermountain Health Care PC Medical Campus Subdivision, Park City, Utah, as platted, USSA Headquarters and Training Facility (Grantee). (Easement within Parcel PCRC-1-X)

Said easement will be 20 feet in width and located as follows:

A part of the Southwest Quarter of Section 35, Township 1 South, Range 4 East, Salt Lake Base and Meridian, U.S. Survey more particularly described as follows:

Beginning at a point on the Section line which is 1372.23 feet South 89°52'38" East along the Section line from the Southwest Corner of said Section 35 and running thence; South 89°52'38" East 20.29 feet along said section line; thence South 9°38'30" East 15.57 feet; thence North 89°50'43" West 20.29 feet; thence North 9°38'30" West 15.56 feet to the point of Beginning. (See Exhibit "A" Attached)

for the purpose of construction, reconstruction, operation, maintenance, and repair of a private lateral wastewater line.

Upon completion of the initial construction of the private lateral wastewater line and any subsequent repair and replacement activities, Grantee shall restore the surface of the land disturbed to its original condition as is reasonably possible. The Grantee shall be required by this agreement to reasonably restore brush, trees, and other vegetation in the easement area in a manner as to not interfere with the Grantee's ability to gain access to the easement for operation, repair, and replacement activities.

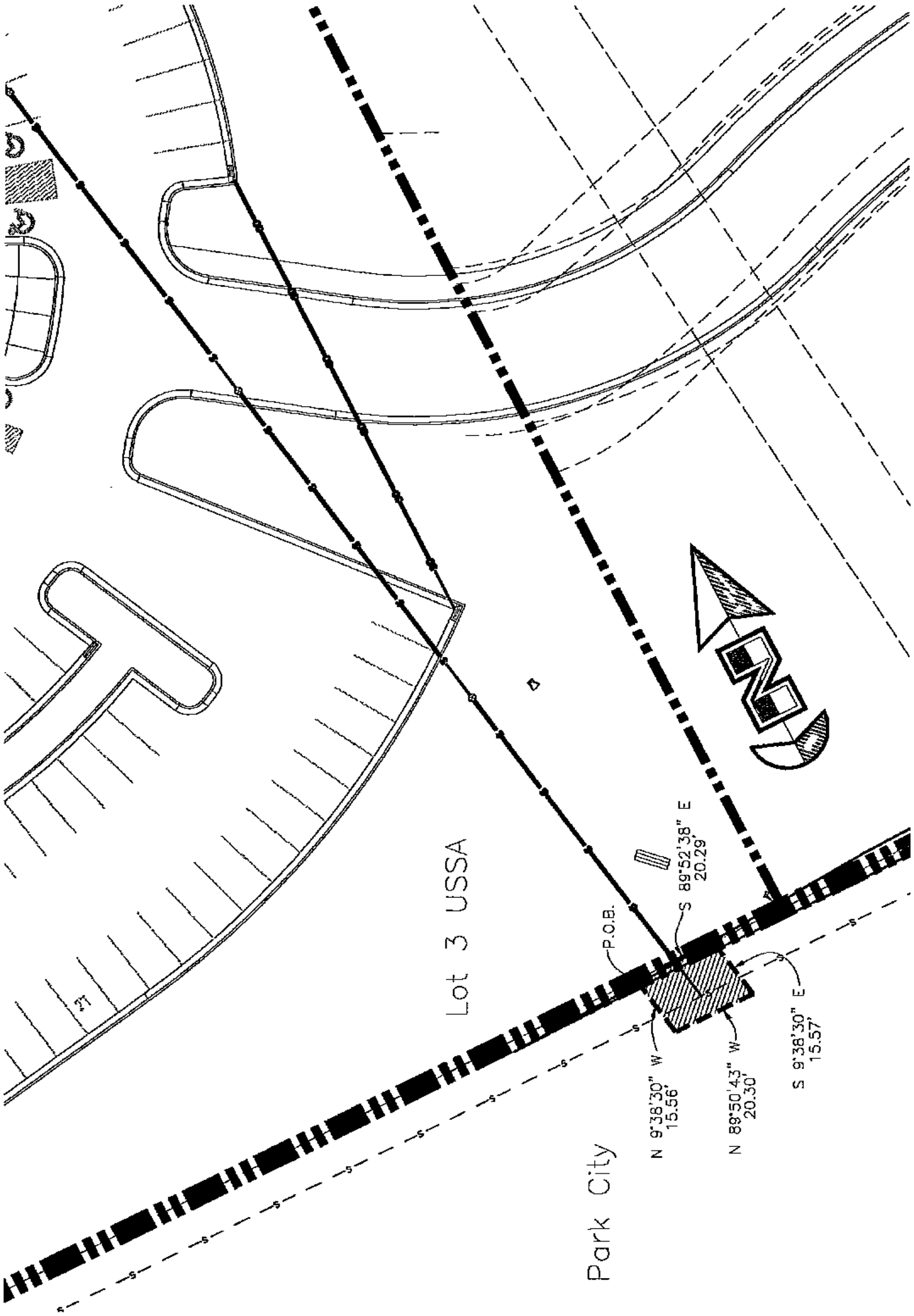
Also, with prior notice to the Grantor, this grant may include a 10 foot wide temporary maintenance easement that is provided for the purposes of maintenance and repair of the private lateral wastewater line as reasonably necessary. All conditions of the easement shall also apply to the temporary easement.

Dated this _______ day of _______________, ________.

Grantor

Grantee

# EXHIBIT "A"


Lot 3 USSA
Park City
P.O.B.
S 89°52'38" E
20.29'
N 9°38'30" W
15.56'
N 89°50'43" W
20.30'
S 9°38'30" E
15.57'

When recorded please return a copy to the following:
3. Grantor (original)
4. Grantee
3. Snyderville Basin Water Reclamation District,
   2800 Homestead Rd., Park City, UT 84098

## GRANT OF EASEMENT
## FOR PRIVATE LATERAL WASTEWATER LINE

Park City Municipal Corporation (Grantor), owner of Lot 1, Park City Recreation Complex Subdivision, Park City, Utah, as platted, hereby grants a private lateral wastewater line easement in, across, and through said lot to Lot 5, Intermountain Health Care PC Medical Campus Subdivision, Park City, Utah, as platted (Grantee). (Easement within Parcel PCRC-1-X)

Said easement being described as follows:

A part of the Southwest Quarter of Section 35, Township 1 South, Range 4 East, Salt Lake Base and Meridian, U.S. Survey more particularly described as follows:

Beginning at a point on the Section line which is 1032.77 feet South 89°52'38" East along the Section line from the Southwest Corner of said Section 35 and running thence; South 89°52'38" East 20.00 feet along said section line; thence South 0°23'55" East 15.90 feet; thence South 89°36'05" West 20.00 feet; thence North 0°23'55" West 16.08 feet to the point of beginning. (See Exhibit "B" Attached)

for the purpose of construction, reconstruction, operation, maintenance, and repair of a private lateral wastewater line.

Upon completion of the initial construction of the private lateral wastewater line and any subsequent repair and replacement activities, Grantee shall restore the surface of the land disturbed to its original condition as is reasonably possible. The Grantee shall be required by this agreement to reasonably restore brush, trees, and other vegetation in the easement area in a manner as to not interfere with the Grantee's ability to gain access to the easement for operation, repair, and replacement activities.

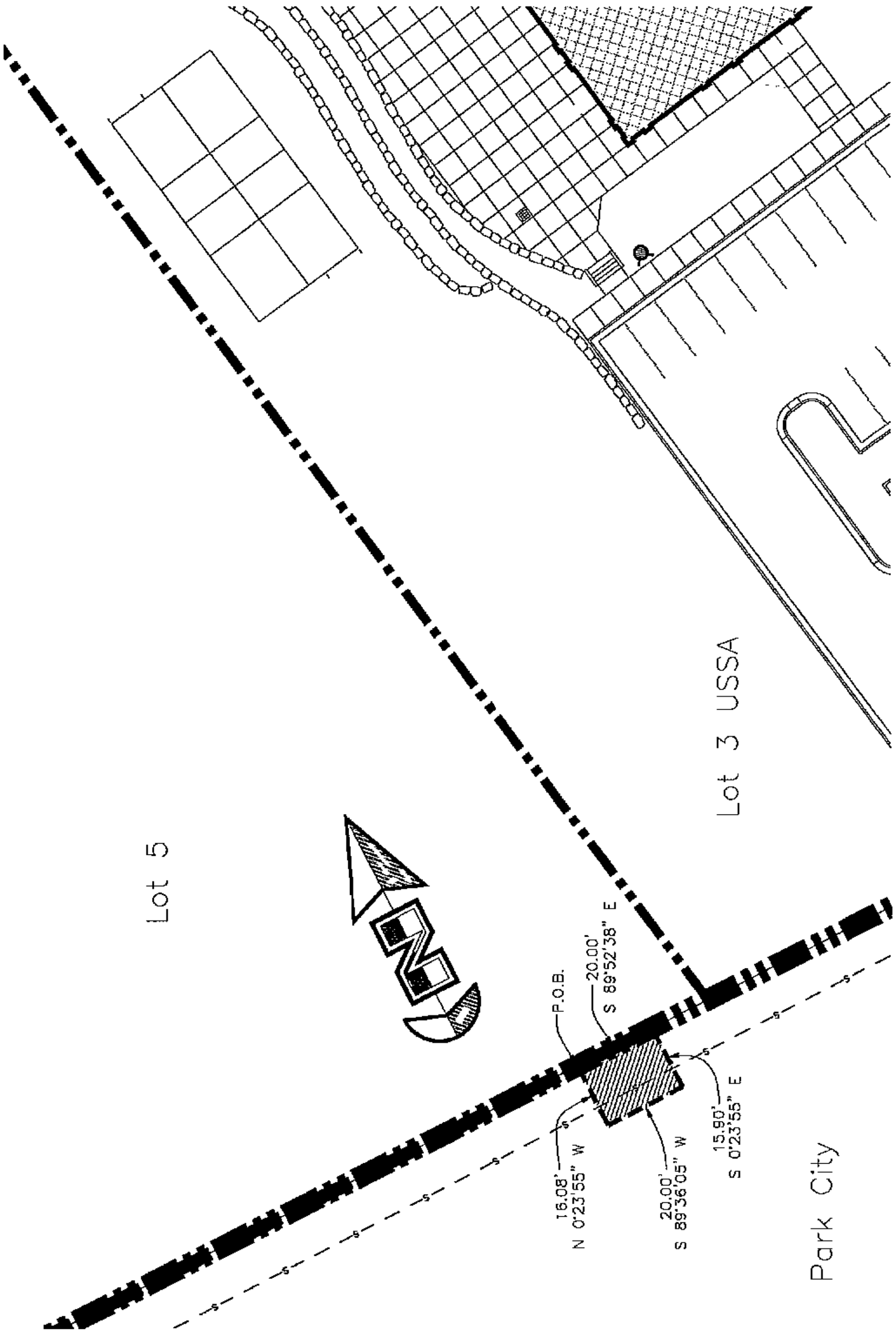
Also, with prior notice to the Grantor, this grant may include a 10 foot wide temporary maintenance easement that is provided for the purposes of maintenance and repair of the private lateral wastewater line as reasonably necessary. All conditions of the easement shall also apply to the temporary easement.

Dated this _______ day of _______________, _______.

Grantor

Grantee

# EXHIBIT "B"


Lot 5
Lot 3 USSA
Park City
P.O.B.
20.00'
S 89°52'38" E
16.08'
N 0°23'55" W
20.00'
S 89°36'05" W
15.90'
S 0°23'55" E

# City Council
# Staff Report

| | |
|---|---|
| **Subject:** | **Quinn's Loop Trails** |
| **Author:** | **Matthew A. Twombly** |
| **Department:** | **Sustainability** |
| **Date:** | **October 16, 2008** |
| **Type of Item:** | **Award of Construction Contract** |

**Summary Recommendation:**
Staff requests authorization to proceed with the Quinn's Loop Trail project and authorize the City Manager to enter into a construction contract in a form approved by the City Attorney's Office with GEARY CONSTRUCTION INC., in the amount of One Hundred Eighty Thousand Eight Hundred Fifty Eight Dollars ($180,858.00).

**Description:**

**Topic: Award of Construction Contract for the Quinn's Loop Trails project**

**Background:**

In May of 2006, PCMC applied for the Utah Trails and Pathways Fiscal Assistance Program Federal Recreation Trails Program (RTP) matching grant funding for the Quinn's Junction Multi-use Loop Trails project. On November 20, 2006 the State Trails Program Coordinator sent a letter noticing that the City was awarded $90,000 of the $200,000 project through the Federal RTP. On January 11, 2007 City Council authorized City Manager to execute a Fiscal Assistance Agreement, on a form approved by the City Attorney's Office, with the Utah Division of Parks and Recreation, in order to receive a matching grant, obtain clearances and construct the Quinn's Junction Multi-use Loop Trails.

Upon execution of the Fiscal Agreement by the State, staff proceeded with the permitting and clearances required for the project. The project is within unincorporated City owned open space and within Protected Open Space within the City Limits. In addition to obtaining a Conditional Use Permit in the City, a Low Impact permit through Summit County, and confirmation by Summit Land Conservancy, the City is required to hire a firm from the State's qualified pool of consultants to complete a Cultural Resource Survey and receive Federal Highway Administration (FHWA) approval prior to proceeding with the construction.

The City hired the firm of SWCA to complete the Cultural Resource Survey from four firms interested in providing the work. The Cultural Resource Survey was completed in November of 2007, and the City received approval by the State in May of 2008. In August of 2008, the County granted a low impact permit, and Building Department received final plans for construction.

The proposed project entails the reconstruction of approximately 10,000 linear feet of old dirt jeep roads with an 8' wide compacted crusher fines trail and construction of approximately 7,350 linear feet of newly constructed, 8' wide, compacted crusher fine trails in the City owned open space adjacent to the Quinn's Recreation Complex and the National Ability Center (See map Exhibit B). The proposed project will provide for a variety of non-motorized recreational users including ADA compatible, beginner mountain biking, walking, running, jogging, and cross country skiing.

The project will provide access to Fairway Hills, the Park City Ice Arena and Recreation Complex, and the National Ability Center. During the Quinn's Recreation Complex public meetings, many attendees were interested in increased cross country skiing in the area, more diverse trail types and the School District was also interested in unpaved cross country track trails in addition to the paved trails and recreational fields proposed at the complex. The proposed trails will provide for these uses as well.

**Analysis:**
In accordance with FHWA requirements for federal assistance, all Disadvantaged Businesses listed in the UDOT contractors list for the type of work were faxed a bid advertisement on September 11, 2008. The project was advertised in the legal notices of the Park Record on September 13, and September 17, 2008; and in the Salt Lake Tribune on September 15&16, 2008. There were seven plan holders and six responsive bidders for the project: Geary Construction Inc., was the low bidder at $180,858 for the Base Bid and $184, 358 for Alt. 1 (Road Base rather than crusher fines); then Hughes at $214,500 and $220,500; then J&R Development at $230,000 for both the base bid and Alt; then Granite Construction at $289,548 for both the base and Alt.; then Cody Ekker at $296,000 and $289,000; and finally DRD Paving, at $329,869 and $297,297.

The estimated construction cost was $200,000, but the State would only contribute $90,000 under the agreement. The City also spent approximately $10,000 for the Cultural Resource Survey completed by SWCA. The Agreement stipulates that the project must be completed by December 31, 2008. It is staff's intent to complete the project, however staff has requested an extension to the agreement in case the weather does not allow completion this season. State Parks has verbally agreed to the extension request, although staff has not received written confirmation.

**Department Review:**
City Manager, Sustainability, Legal

**Alternatives:**

**Approve the Request:**
Authorize the City Manager to execute a construction contract in a form approved by the City Attorneys Office to Geary Construction, Inc., in the amount of One Hundred Eighty Thousand Eight Hundred Fifty Eight Dollars ($180,858.00).

**Deny the Request:**
The trail would not be constructed.

**Continuance:**
Delaying a decision would delay the proposed schedule on the completion of the construction by December 1, 2008. Staff has not received written confirmation on extending the project completion.

**Do Nothing:**
Same effect as delaying the project.

**Significant Impacts:**
Funding for the approximately $100,000 City match is available from CIP #92 Open Space Improvements which is set up “For maintenance, improvements, and acquisition of Open Space.

**Consequences of not taking the recommended action:**
Delaying a decision would jeopardize the desired schedule for completion this year.

**Recommendation:**
Authorize the City Manager to execute a construction contract in a form approved by the City Attorneys Office to Geary Construction, Inc., in the amount of One Hundred Eighty Thousand Eight Hundred Fifty Eight Dollars ($180,858.00).

Attachments
Exhibit A: Construction Agreement
Exhibit B: Cost Benefit Worksheet

## CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____________, 2008, 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 Geary Construction Inc., P.O. Box 176, Coalville, UT 84017, which is a (*check one*) ___ corporation ___ partnership ___ sole proprietorship _✓_ limited liability company (hereinafter "Contractor").

**PURPOSE**: For the project known as the Quinn's Loop Trails (hereinafter "Project") located at 425 Gillmor Way, which consists of mobilization, temporary erosion control, clear and grub, grading, furnish and install weed barrier, furnish and install crusher fines paving, compaction, spread onsite topsoil, seeding, and miscellaneous other work and cleanup for 3.5 miles of trails as set out in the project documents and plans.

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, 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 Sustainability 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.

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 one (1) year following the date of substantial completion of the Project under the terms of the performance bond.

**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 a Certificate of Insurance evidencing:

**A.** Automobile Liability insurance with limits no less than five hundred thousand dollars ($500,000) combined single limit per accident for bodily injury and property damage.

**B.** Commercial 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 liability. The Contractor shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-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.

**C.** Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars ($500,000) combined single limit per occurrence.

The City shall be named as an additional insured on the insurance policies and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to request certified copies of any required policies.

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 One Hundred Eighty Thousand Eight Hundred Fifty Eight Dollars and 50/100 ($180,858.50) ("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.

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

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

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

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until 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 **December 1, 2008**. 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 **Fifty Dollars ($50.00)**, which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

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

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

**A.** An agreed lump sum; or in the event the parties cannot agree; then

**B.** The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then

**C.** The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

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

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

**A.** If Contractor or any Subcontractor should substantially violate any of the provisions of this 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, 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 party 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 7:00 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 Community Development Department, 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 Community Development Department.

**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 Community Development Department, the first project to receive a building permit shall have priority, however, the Building Official shall have the authority to phase projects as necessary to assure efficient, timely and safe construction.

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

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

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

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

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

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

No additional fee is required for this sign.

**SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.**

**A.** The Contractor shall obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. Containers may be placed in setback areas, provided that the placement of the container does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street or to accumulate on the site outside of the container, or 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**. Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.

**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 Matthew A. Twombly, 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: Wayland Bond, or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above; Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

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

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

**PARK CITY MUNICIPAL CORPORATION**

______________________________
Thomas B. Bakaly, City Manager

ATTEST:

______________________________
Janet M. Scott, City Recorder

APPROVED AS TO FORM:

______________________________
City Attorney's Office

**GEARY CONSTRUCTION INC**
**P.O. Box 176**
**Coalville, UT 84017**

______________________________
Wayland Bond, Vice President

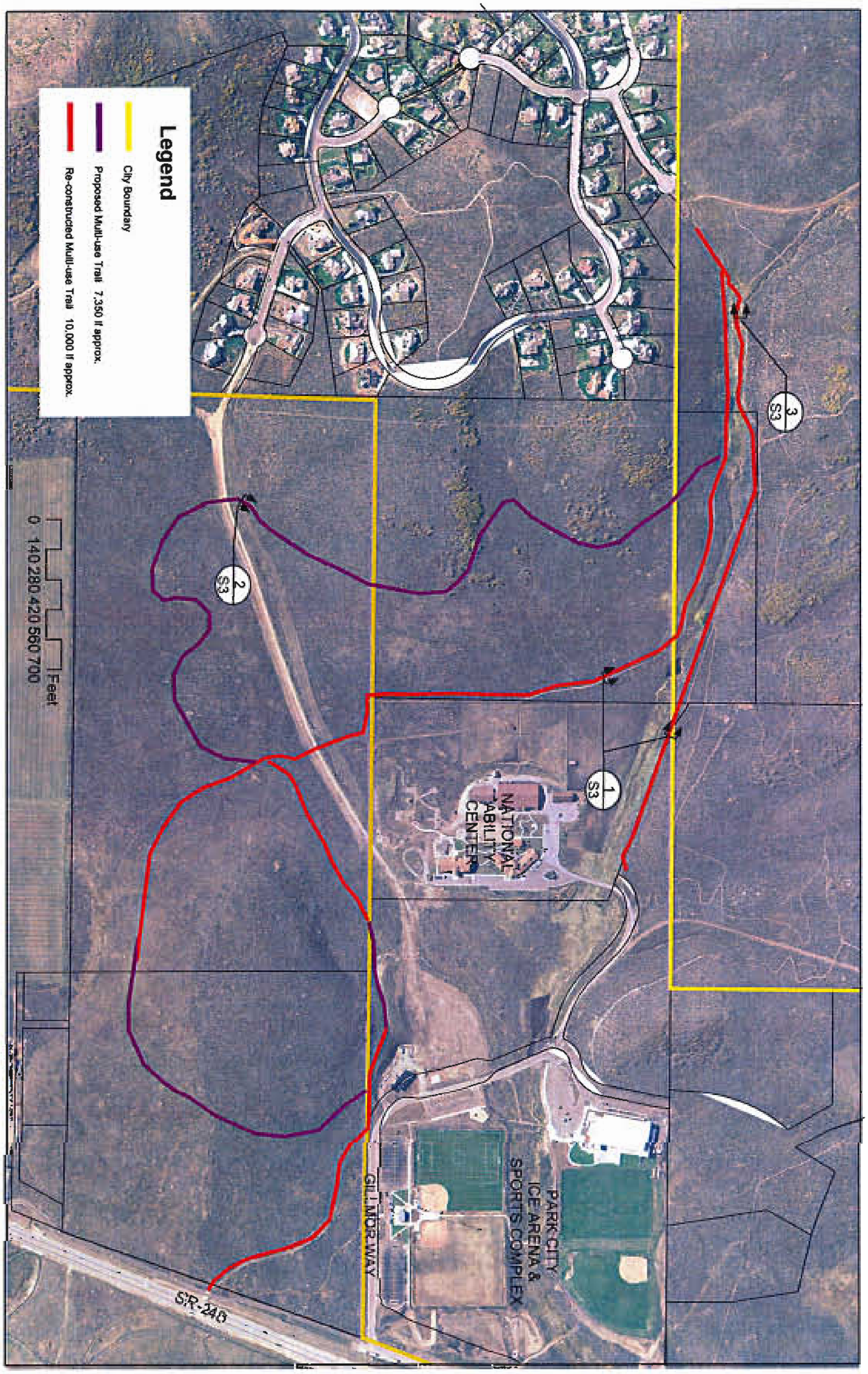
233115-5501
Utah Contract License No.

**Corporate Acknowledgment**

STATE OF UTAH )
) ss.
COUNTY OF SUMMIT )

On this ____ day of ________________, 2008, personally appeared before me Wayland Bond, 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 is the Vice President of Geary Construction, Inc., by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged to me that said Corporation executed the same.

______________________________
Notary Public




SHEET 2 of 3

QUINN'S LOOP TRAILS
LAYOUT PLAN

design by: PARK CITY SUSTAINABILITY DEPARTMENT

revisions
date
design
drawn
checkd

SCALE

NORTH

## City Council
## Staff Report

**Subject:** **Historical Society amended and restated 99 year lease – 1st Amended – Solar Array Installation and Maintenance**
**Author:** **Jonathan Weidenhamer**
**528 Main Street**
**Department:** **Sustainability**
**Date:** **October 16, 2008**
**Type of Item:** **Administrative**

### Summary Recommendations
Review and approve an amendment to address the construction and maintenance of a Solar Array on the roof of the building.

### Background
On September 11, 2008 the City Council provided direction to allow the Historical Society to install a solar array on the south roof of the historic building provided the 99 year lease was amended to exclude city maintenance the system. Furthermore the Council directed the Historical Society to incorporate an educational component supporting the sustainable community elements into their exhibit programming.

### Analysis
Environmental Sustainability sees this as a great demonstration and educational opportunity. The Planning Department has conducted a review of the proposal. Provided the array is flush mounted (parallel to the roof), and is non-reflective, they have made the following determinations:

1. The solar array does not represent a substantive change from the existing design approval;
2. The proposal is consistent with the zoning requirements;
3. The proposal is consistent with the Historic District Design Guidelines.

### Alternatives:
A. **Amend the Lease as written –This is staff's recommendation.**
B. **Modify the Lease language:**
C. **Deny the Request:**
D. **Continue the Item:**

### Significant Impacts
There may be long-term replacement costs, but the system as designed is on a 50 year replacement schedule and is relatively inexpensive.

**Consequences of not taking the recommended action:**
The Historical Society would be prohibited from installing the array. They would have to refund the grant from Rocky Mountain Power. They would have to pay the designer for his time.

**Recommendation:**
Review and approved an amendment to address the construction and maintenance of a Solar Array on the roof of the building.

**Exhibits**
First Amended Lease
Exhibit A – Proposed Solar Array
Exhibit B – Photograph of a similar application

**FIRST ADDENDUM TO PARK CITY MUNICIPAL CORPORATION AND PARK CITY HISTORICAL SOCIETY AMENDED AND RESTATED 99 YEAR LEASE AGREEMENT REGARDING INSTALLATION AND MAINTENANCE OF A SOLAR ARRAY**

THIS FIRST ADDENDUM is made and entered into in duplicate this ____ day of October, 2008, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("Landlord"), and PARK CITY HISTORICAL SOCIETY, ("Tenant") to amend the Lease Agreement executed by both Parties on November 26, 2007.

WITNESSETH:

WHEREAS, the parties entered into an amended and restated long term Lease Agreement on November 26, 2007 (hereinafter "Original Agreement") for certain property located within the Old City Hall Building, 528 Main Street, Park City, Utah; and

WHEREAS, the parties desire to amend the Original Agreement to allow the installation and maintenance of a solar array on the leased property,

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

1. Section 10 is hereby amended as follows:

Section 10. Maintenance. Landlord shall be responsible for all structural maintenance of the Property, including the roof, foundation, structural members, exterior wall surfaces, security, elevator and mechanical systems**, with the exception of the solar array, which shall be the responsibility of the Historical Society, including all upkeep, repair and snow removal.** Such array shall not affect the roof warranty and shall include an educational component. Routine maintenance and exterior maintenance of the Property including snow removal shall be Landlord's responsibility. Landlord shall also be responsible for all maintenance of the public restrooms referred to in Article 4 above. However, Tenant shall contribute $9,250 annually towards the maintenance of the mechanical, security and elevator systems. Notwithstanding the actual cost of foregoing, damage which occurs as a result of Tenant's misuse of any equipment or mechanical systems, or its negligence or intentional torts, will be the responsibility of Tenant. Tenant, as operator of the building, has the duty of keeping the interior of the Property as identified under this Lease Agreement, in reasonably safe condition. Tenant has a duty to warn visitors and employees of any dangerous condition(s) that the Tenant knew about or should have known about in or about the Property. If Tenant finds maintenance to be required pursuant to above, Tenant has the duty to notify Landlord promptly of the condition. Landlord shall use reasonable efforts to undertake repairs within 5 days or within 24 hours in an emergency or unsafe condition. If Landlord fails to act, Tenant can take action independently to secure the Property or correct the condition at Landlord's expense. Nothing in this article shall be construed to diminish Landlord's maintenance and repair obligations under this Lease Agreement.

**2.** **<u>OTHER TERMS</u>**. All other terms and conditions of the Original Agreement shall continue to apply.

IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed the day and year first herein above written.

**PARK CITY MUNICIPAL CORPORATION**

______________________________
Dana Williams, Mayor

Attest:

______________________________
Janet M. Scott, City Recorder

Approved as to form:

______________________________
City Attorney's Office

**PARK CITY HISTORICAL SOCIETY, INC.**

______________________________
Richard D. Pick
President Board of Trustees
Park City Historical Society

**ACKNOWLEDGMENT**

STATE OF UTAH )
: ss.
COUNTY OF SUMMIT )

On this ___ day of __________, 2008, personally appeared before me Richard D. Pick, who being duly sworn, did say that he is the President of the Board of Trustees for the Park City Historical Society and acknowledged to me that the preceding First Addendum was signed on behalf of said Park City Historical Society, Inc, and he acknowledged that the Park City Historical Society did execute the same for its stated purpose.

________________________________
Notary Public

# Exhibit A
# Proposed Solar Array

# Exhibit B
# Visual Example

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# City Council
# Staff Report

| | |
|---|---|
| **Author:** | **Jonathan Weidenhamer** |
| **Subject:** | **Boys & Girls Club Lease & Service Agreement** |
| **Date:** | **August 28, 2008** |
| **Type of Item:** | **Lease Amendment and Special Service Contract compliance** |

**Summary Recommendations:**
The City Council should consider amending the lease to waive all rent payments from September 1, 2008 – May 31, 2009; and direct Staff to withhold the remainder of the Special Service Contract monies until performance measures are met.

**Background:**
The Boys and Girls Club (B&GC) lease is for space within the Recreation building at City Park. They receive a Special Service Contract from Park City for $20,000 annually which is used to pay staff compensation and not for rent. On Tuesday August 19th the B&GC notified Park City that they are expecting a significant revenue shortfall due to the unavailability of a federal grant (approx. $250k). The result of which is that they have reduced services at all their greater Salt Lake Clubs and delayed the opening of the Park City Club, originally scheduled to open on September 1. In addition to revamping local private fund raising efforts, the B&GC has requested a reduction in rent in an effort to reduce their overall operating costs. The B&GC reports 2008 Operational losses of just under $40,000. Otherwise the remaining lease terms would stay the same, which runs through May 31, 2009.

Current Council direction is to support the rent waiver provided the B&GC can be operational by November 1. At this time, the B&GC is prepared to commit to provision of service by December 1, 2008. The B&GC will give a verbal update at the meeting on their overall status and progress. They have a series of operational and staffing issues to address, but it may be likely that they can begin prior to December 1.

**Analysis:**
<u>Rent</u>
As part of their update, staff anticipates that B&GC will request complete rent waiver through the remainder of the lease term. While the B&GC are willing to resume service December 1, they still do not have the resources to pay rent and operations. As a result, they are also requesting to retain their full contract funds (see below).

Currently, between 35 and 50 members attend the Club daily. 70% of Park City Club members are ethnic minorities (62% Hispanic). However, over 87% of our members report extremely low or low household incomes. There is no cost for participation beyond the $10 annual membership dues. The preceding is an excerpt from their Mission Statement and details on the Park City Club, attached as Exhibit A. Staff finds the B&GC provides a valuable community service, especially to an underprivileged segment of our local population. Therefore staff recommends waiver of the rent payment from September 1, 2008 – May 31, 2009. The rent is $18,345 ($2,038 monthly for 9 months) – provided they can begin service by December 1, 2008.

<u>Special Service Agreement</u>
B&GC receives a Special Service Contract with PCMC for $20k annually. In return they have agreed to provide for a minimum of 15 hours or programming weekly, which amounts to a total of 540 total hours - not accounting for holidays and other normal service interruptions. B&GC typically average approximately 25 hours/wk.

The contract allows $16,000 to be paid out on July 1, and the remaining $4,000 to be paid after January 1, 2009, upon meeting certain performance measures. B&GC has already collected the initial $16,000. Assuming, B&GC is operational by 12/1, staff roughly projects the provision of approximately 600 hours of service thru May 31. Staff recommends allowing the B&GC to keep the initial payment for now conditioned upon review of B&GC performance measure submittal in the spring to either: award the remaining $4,000; or rescinding part of the initial payment and/or the remaining $4,000 in accordance with the actual hours of service performed. Staff recommends the B&GC keep the initial award for now and further agree to provide the services outlined in the Special Service Contract.

**Alternatives:**

A. **Amend the Lease as written; and conditionally allow the B&GC to keep the initial payment of the Service Contract –This is staff's recommendation.**
B. **Modify the Lease language and/or provide other direction on the Service Contract;**
C. **Deny the Request;**
D. **Continue the Item.**

**Significant Impacts**
The rent waiver amounts to $18,345 in forgone revenue.

**Consequences of not taking the recommended action:**
Should Council not waive the rent, the B&GC service would terminate in Park City. If the B&GC terminates service, PCMC would have to pursue reclaiming the $16,000 already awarded through the Special Service Contract.

**Recommended Actions**
The City Council should consider amending the lease to waive rent payments; and direct Staff to withhold the remainder of the Special Service Contract monies until performance measures are met.

**Exhibits**
1st Amended Lease
A B&GC Mission Statement
B Existing Service Provider Agmt
C Existing Lease

**FIRST ADDENDUM TO BOYS AND GIRLS CLUB OF GREATER SALT LAKE PARKCITY MUNICIPAL CORPORATION 2007 PROPERTY LEASE**

THIS FIRST ADDENDUM is made and entered into in duplicate this ____ day of October, 2008, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah (“Landlord”), and PARK CITY HISTORICAL SOCIETY, (“Tenant”) to amend the Lease Agreement executed by both Parties on August 30, 2007.

WITNESSETH:

WHEREAS, the parties entered into an 2 year Lease Agreement on August 30, 2007 (hereinafter “Original Agreement”) for certain space located within the City Park Recreation Building, 1400 Sullivan Road, Park City, Utah; and

WHEREAS, the parties desire to amend the Original Agreement to allow the waiver of rent for the leased space,

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

**1.** **Section 3 - Rent.** The rent for the leased space shall hereby by waived.

**2.** **OTHER TERMS**. All other terms and conditions of the Original Agreement shall continue to apply.

**3.** **ENTIRE AGREEMENT**. This First Addendum is a written instrument pursuant to Section 32 of the Original Agreement cannot be altered or amended except by written instrument, signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed the day and year first herein above written.

**PARK CITY MUNICIPAL CORPORATION**

______________________________
Dana Williams, Mayor

Attest:

______________________________

Janet M. Scott, City Recorder

Approved as to form:

______________________________

City Attorney's Office

**Boys and Girls Clubs of Greater Salt Lake .**

__________________________________

LeAnn Saldivar
President & CEO
Boys and Girls Clubs of Greater Salt Lake

**ACKNOWLEDGMENT**

STATE OF UTAH )
: ss.
COUNTY OF SUMMIT )

On this ___ day of __________, 2008, personally appeared before me LeAnn Saldivar, who being duly sworn, did say that she is the President and CEO of the Boys and Girls Clubs of Greater Salt Lake and acknowledged to me that the preceding First Addendum was signed on behalf of said Boys and Girls Clubs of Greater Salt Lake, and he acknowledged that the Boys and Girls Clubs of Greater Salt Lake did execute the same for its stated purpose.

_________________________________

Notary Public

# Exhibit A
# Mission Statement

BOYS & GIRLS CLUBS
OF GREATER SALT LAKE

***"The Positive Place for Kids"***

**<u>Mission Statement</u>**

To inspire and enable the youth in our communities, especially those who need us most, to become caring and responsible individuals through guidance-oriented adult relationships and engagement in a variety of enriching activities within a safe environment.

**<u>Organizational Overview</u>**

Boys & Girls Clubs of Greater Salt Lake is celebrating its $40^{th}$ year of providing hope and opportunity to some of the most at-risk and underserved youth in our community. Boys & Girls Clubs build character through everyday leadership and guidance in behavior and attitude. Young people of all nationalities, races and creeds join together in wholesome recreation and companionship. In 2007 we served 8,925 youth members

Boys & Girls Clubs of Greater Salt Lake is a non-profit 501 (c) (3) serving youth 6 - 18.
We have grown from a single facility to our current capacity of five Boys & Girls Clubs: Sugar House, Capitol West, Lied, Tooele and Park City. With an annual operating budget of about $2.1 million, we rely on a diverse mixture of monies for on-going support.

Club membership dues are kept very low so that all girls and boys can afford to belong and even the least interested will not be deterred from joining. *Our dues are only $10 per year.*

**<u>Youth Development Strategy</u>**

Boys & Girls Clubs utilize unique techniques and strategies designed to develop positive self-esteem in youth. The Youth Development Strategy has been adopted as the overarching approach in all Club programs and services. It promotes the development of young people by instilling:

- a sense of competence
- a sense of usefulness
- a sense of belonging
- a sense of power or influence

Clubs maximize the impact of daily activities with use of the Youth Development Strategy. When it is fully implemented, self-esteem is enhanced and an environment is created which helps boys and girls achieve their full potential.

**Five Core Program Areas**

Boys & Girls Clubs provide a line-up of tested and proven programs to its youth members. A diverse array of activities are offered in order to meet the needs and interests of all young people. Based on the physical, emotional, cultural and social needs of kids and recognizing developmental principles, Clubs offer program activities in five areas:

| Education and Career Development | *Program* | **Description** | **Ages served** |
|---|---|---|---|
| | Project Learn | Power Hour: homework help and tutoring<br>High-Yield Learning Activities<br>School and Parent Involvement<br>Measuring Academic Improvement | 6-18 |
| | Job Ready! | Individual assessment/plan<br>Competency Training/Evaluation<br>Job Placement and follow-up | 15-21 |
| | Ultimate Journey | Environmental awareness and education. | 8-12 |
| | Computer Education | Skill-based computer education curriculum. | 6-18 |
| | Money Matters: Make It Count | Financial literacy program | 13-18 |

| Health and Life Skills | *Program* | **Description** | **Ages served** |
|---|---|---|---|
| | Smart Moves | Drug, alcohol and tobacco resistance skills training. | 6-18 |
| | Street Smart | Violence prevention, anger management and conflict resolution skills training. | 10-12 |
| | Kids In Control | Personal safety skills training. | 6-9 |
| | Girls with a Voice | Gender specific social and life skills training. | 11-17 |
| | Passport to Manhood | Gender specific social and life skills training. | 11-14 |

| Character and Leadership Development | *Program* | **Description** | **Ages served** |
|---|---|---|---|
| | Leaders In Training | Job-readiness skills<br>Daily volunteer opportunities/community<br>Weekly staff meetings and workshops<br>Community Service | 13-17 |
| | Keystone Club | Chartered leadership Club<br>Plan and implement Club service and community service activities. | 13-17 |
| | Torch Club | Chartered leadership Club<br>Plan and implement Club service and community service activities. | 9-12 |
| | Youth of the Month/ Year | Youth recognition for demonstrating service to Club, Home, School, and Community. | 6-18 |

| Sports, Fitness and Recreation | *Program* | **Description** | **Ages served** |
|---|---|---|---|
| | Triple Play | Educates boys and girls about good nutrition, making physical fitness a daily practice and developing individual strengths and good character. | 6-18 |
| | Fitness Authority | Activities to promote physical fitness. Club-wide, regional and national competitions. | 6-18 |
| | Team Sports | Indoor Soccer, Outdoor Soccer, T-ball, Flag Football, 3-on-3 Basketball, Jr. Jazz Basketball and Biddy Basketball. | 4-12 |
| | First Tee | 12-week program providing golf instruction, by local pros, coupled with a life skills curriculum. Graduates participate in a golf tournament. | 9-18 |

| The Arts | *Program* | **Description** | **Ages served** |
|---|---|---|---|
| | National Fine Arts Exhibit | Instruction and practice in drawing, painting, pastels, multimedia arts and sculpture. Annual Exhibit with local, regional and national judging. | 6-17 |
| | National Photography Exhibit | Photography instruction and practice Annual Exhibit with local, regional and national judging. | 8-17 |
| | Arts, Crafts, Drama, Singing, Dance | Routinely scheduled informal activities available to all Club members. | 6-18 |

**Immediate and Long-lasting Impact of Boys & Girls Club Membership**

Throughout our history, we have known that *adult staff make the difference in Clubs***.**

- 85% of alumni feel they know right from wrong
- 82% of alumni maintain a sense of self-confidence
- 77% of alumni feel they learned good leadership skills

According to a 2007 National Harris Survey, Boys & Girls Clubs have an *immediate* and *long-lasting* impact of their alumni.

- 91% of alumni are satisfied with their adult life
- 57% of alumni said the Club ***saved their life***.

**<u>The Park City Club</u>**

The first Club programs began in Park City in 2002. Programs consisted of Power Hour and Girls with a Voice offered at Ecker Hill and Treasure Mountain Middle School. A school-year lease on the building on Sullivan Road in 2004 allowed for program expansion to younger members. School site programs were moved to the building in 2005. During the 2006 renovation of the building, programs were offered at McPolin Elementary. Off-site summer services have been provided each year by Club staff at local apartment complexes.

The Park City Boys & Girls Club provided services to **382 youth** in 2008-08. **183** are registered members at the Clubhouse on Sullivan Road. About **200** additional youth were served on a one time or limited basis through school and community outreach programs.

Currently, between **35** and **50** members attend the Club daily. **70%** of Park City Club members are ethnic minorities **(62% Hispanic).** However, over **87%** of our members report extremely low or low household incomes. There is no cost for participation beyond the **$10 annual membership dues**

The following data illustrates the need for the Boys & Girls Club in Park City at its current capacity and underscores our belief that expanded services are also needed.

- **620 Club-aged kids** live within 1-mile radius of the Club.
- **432** of the households in that radius report annual incomes of under $50,000.

- **1,000** Club-aged kids live within 1-mile of the Parkside and Holiday Village Apartments.
- **423** of those households earn less than $50,000 annually.

**<u>Comparable Services</u>**

There are a variety of youth programs currently available in Park City. Holy Cross ministries, Kimball Arts Center, Park City School District, National Ability Center and Arts-Kids, Inc. all offer classes or activities during non-school hours. The City sponsors a summer camp and recreational sports leagues. Some of these programs are fee-based and some are not. Based on an informal survey conducted in 2005, we estimate that about 900 kids each year participate in these programs. Each of these programs is excellent and offer value to Park City's kids. **However, none offer a place that kids can participate <u>every day</u> after school on an <u>ongoing basis</u> with a variety of programs available with a focus on <u>guidance and decision-making</u>.**

**<u>Return on Investment</u>**

**The cost to provide a year of Boys & Girls Club membership for one child is less than $300**. The costs associated with juvenile delinquency, high school drop-outs, gang activity, drug and alcohol abuse and teen pregnancy are staggering. Boys & Girls Clubs programs are proven to prevent these problems in the communities where they exist.

10/18/07

**Boys and Girls Club of Greater Salt Lake**
**Park City Municipal Corporation**
**2007 Property Lease**

THIS AGREEMENT is made by and between Park City Municipal Corporation (hereinafter referred to as "Landlord") and Boys and Girls Club of Greater Salt Lake (hereinafter referred to as "Tenant") to set forth the terms and conditions under which Landlord will lease space in Recreation Building at 1400 Sullivan Road, Park City Utah (hereinafter referred to as "Rec Building") to Tenant. The parties agree as follows:

1. Property. The property leased is within Rec Building as described in Exhibit A (attached and hereafter referred to as Premises). The leased space includes the following property on the Main Floor of the Rec Building with the exception of the locked cabinet spaces as is. The Premises contains approximately One Thousand and Eight Hundred and Sixty-Five (1,865) square feet.

2. Term. The Lease term shall commence on September 1, 2007, and shall consist of two (2) yearly nine (9) month terms which run from September 1, 2007 to May 31, 2008 and September 1, 2008 to May 31, 2009. The property will be used by the Landlord from June 1 to August 31. The Premises will be used for PCMC recreation programming from 6:00 pm to 10:00 pm on a daily basis during the lease term if five (5) days written notice is given. The Premises may be used by Landlord on occasional weekends with thirty (30) days written notice to Tenant. Landlord may terminate this lease upon three (3) months prior written notice if the leased space is required for municipal purposes. No option of first refusal is granted to Tenant.

3. Rent. The rent for the leased space shall be as follows:
(1) Rate: Eighteen Thousand and Three Hundred and Forty-Four Dollars and Eighty-One Cents ($ 18,344.81) for each nine month term.
(2) Payments: Rent shall be paid in nine (9) equal monthly installments of Two Thousand Thirty Eight Dollars and Thirty-One Cents ($2.038.31). Rent shall be due on the first of each month, and past due if not paid by the tenth ($10^{th}$) of the month.
(3) Deposit: No deposit is required.
(4) Credit for Early Payment. If Tenant pays Landlord the annual rent in full by September 15, then rent will be reduced by four percent (4%).

5. Utility Service. Landlord shall be responsible for natural gas, electricity, sewer, security systems, refuse collection and water for the leased space. Tenant will be responsible for any other utilities such as telephone and cable television and shall establish an account with each of these utilities in its own name.

6. Use of the Premises. The premises shall be used only for programs associated with the Boys and Girls Club of Greater Salt Lake.

7. Telephone. Cable and Microwave. The Tenant will install its own telephone, television, computer and other communication equipment in the leased space. Any specialized communication facilities, equipment, wiring, cables or installations will be the Tenant's responsibility, with prior approval by Landlord.

8. Insurance. Tenant will carry a primary and non-contributory policy of general liability insurance, in an amount of at least Two Million Dollars ($2,000,000) per person and Three Million Dollars ($3,000,000) per incident or occurrence, to cover Tenant's patrons and employees during the course of its business. Tenant shall carry a primary and non-contributory property insurance policy covering property and contents located in Tenant's space, which are owned or leased by the Tenant.
Tenant's policies shall include an endorsement naming Landlord an additional insured on the policy, and an endorsement Waiver of Transfer of Rights of Recovery Against Others To Us (form CG 24 04 10 93), as part of the policy. A certificate of insurance with a thirty (30) day cancellation notice provision shall be provided to Landlord on or before the lease commencement date, and maintained continuously during the term of the lease.

Landlord will carry property insurance covering the structure for casualty loss, and boiler and machinery insurance for boiler and mechanical systems loss.

The Tenant will not store or keep any product or equipment within the space that will, because of its nature, increase the risk of casualty losses to the overall building, or that will require additional premiums or specialty coverage.

9. Payment of Taxes and Other Assessments. As a tax exempt entity, the Landlord does not expect to be assessed real estate and personal property taxes and other related assessments or taxes on the Premises. However should the Tenant change the tax status or should other circumstances cause taxes or assessments to be imposed on the Premises, then Tenant shall pay real estate and personal property taxes and other related assessments or taxes on the Tenant's Premises during the term of this lease.

10. Liens. Tenant shall not permit any liens to attach to the property for work done at Tenant's request or for Tenant's benefit. If Landlord received notice of any such against the property, Tenant shall promptly discharge the lien at Landlord's request, or post fund sufficient to satisfy the lien during any period of good faith contest of the lien by Tenant. In the event Landlord reasonably feels its title to the property is in jeopardy because of any lien Tenant has elected to attach to the property, Landlord may discharge the lien and collect the amount paid from the Tenant. The Tenant agrees to pay all reasonable costs incurred by the Landlord in the defense or discharge of any liens on the property.

11. Tenant Improvements. The Premises are being leased to Tenant in as-is condition. Any additional interior finish or furnishings desired by the Tenant must be approved in advance by the Landlord and Owner in writing and are the responsibility of the Tenant, with no allowance made for the costs of the Tenant improvements unless agreed to by Landlord in writing. At the expiration or termination of the Lease, all Tenant improvements become property of the Landlord unless specifically exempted in writing prior to installation.

12. Signs. Landlord reserves the right to specifically review and approve or reject proposed signs on or in the building. Landlord's approval for signs will not be unreasonably withheld, so long as the sign is directional rather than promotional, meets the requirements of the Park City

Sign Code, and conforms with the historic nature and architectural detailing of the building. Signs shall be removed and any damage resulting from removal shall be repaired at the end of each lease term.

13. Assignment/Sublease. The Lease may not be assigned or the Premises sublet without the advance written consent of Landlord except that any space within the building may be sublet to any other tenant within the building. Landlord's consent to assignment or sublease will not be unreasonably withheld.

14. Remedies. In the event the Tenant fails to pay monthly installment payments when due, or violates any other term or condition of the Lease, Landlord shall have the right to exercise the following remedies, and any other remedies available at law or equity:

(1) Landlord may, by written notice to Tenant, demand that Tenant either pay rental installments due within ten (10) days, or quit the premises within fifteen (15) days;

(2) Landlord may permit the Tenant to remain in possession and sue for the installments that are past due;

(3) Landlord may re-let the premises for Tenant's account at the rate and on such terms as are commercially reasonable at the time and under the circumstances, and charge Tenant for any difference in the rental received and the rental agreed to herein, provided that any re-letting shall be done in good faith under the circumstances;

(4) Landlord may agree to a payment of damages in such amount as the parties then agree, and release the Tenant from obligations under this Lease entirely. Unless Landlord has released Tenant's continued performance under this Lease, Tenant is deemed to be in possession of the Premises, and any re-letting by Landlord in on Tenant's account. Tenant is responsible for all payments and obligations under the Lease until Landlord releases Tenant.

15. Covenant of Quiet Possession. Landlord covenants with Tenant that Landlord owns or controls the Premises and that Tenant's possession will not be disturbed by acts or omissions of the Landlord so long as Tenant faithfully performs the obligations of this Lease. However, Tenant acknowledges the Premises are part of a larger public park and recreation facility. Therefore, Tenant may experience temporary impacts to operations, noise, and parking access customarily found with park events.

16. Maintenance. The Landlord shall be responsible for all structural maintenance of the Premises, including the roof, foundation, structural members, and exterior wall surfaces. The Landlord will be responsible for janitorial service in areas used in common with the Rec Building and other tenants and cleaning the outside of the glass and replacement in the event of damage from an outside source. Tenant shall be responsible for all interior maintenance, including mechanical and electrical fixtures to the extent that they are located within and exclusively benefit the Premises, janitorial service, and glass maintenance (both cleaning the inside and replacement in the event of damage from an inside source) which is within the leased premises or solely serves the Premises. Landlord shall be responsible for mechanical systems, which serve space as reasonably necessary to maintain the structure and to service common utility facilities. Exterior maintenance of the site and snow removal shall be Landlord's responsibility.

17. Access to Other Spaces. Tenant shall not interfere with the access to other spaces within the building or obstruct the entrances to those other spaces in any way. Landlord shall have such access through Tenant's space as reasonably necessary to maintain the structure, service common utility facilities, and program use. Landlord shall have the right to inspect the leased space during the Tenant's normal business hours.

18. Force Majeure. This Lease Agreement shall automatically terminate upon any holding, interpretation, or determination by a court, legislative, or administrative body that Landlord may not lease to a private educational entity or similar establishment or that the Landlord may not lease to a private entity either under existing state and federal law regulation or future state and federal law regulation.

19. Increased Insurance Risk. Tenant will not permit said premises to be used for any purpose which would render the fire insurance on the building or the premises void or cause cancellation thereof or increase the insurance risk or increase the insurance premium in effect at the time of the terms of this Lease. Tenant will not keep, use or sell, or allow to be kept, used or sold in or about the Premises any article or materials which are prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to the Premises of the same general type as those covered by this Agreement.

20. Care and Repair of Premises by Tenant. Tenant will inspect and accept the Premises for the purposes of this agreement prior to taking occupancy. Tenant will not commit any waste on Premises nor shall it use or permit the use of the Premises in violation of any state law or county or municipal ordinance or regulation applicable thereto. Tenant may, with the prior written consent of the Landlord, but at its own cost and expense, in a good workmanlike manner, make such alterations and repairs to the leased space as Tenant may require for the conduct of its business without, however, materially altering the basic character for the building or improvements or weakening the structure on the leased premises. Any permanent alterations or improvements to the Premises shall become the property of the Landlord upon expiration or termination of this Lease unless specifically exempted in writing prior to commencing work.

21. Damage or Destruction. If the Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the premises without expense to the Tenant subject to delays due to adjustment in insurance claims, strikes and other causes beyond the Landlord's control. If such damage or destruction shall render the Premises uninhabitable in whole or in part, the rent shall be abated wholly or proportionately until the damage shall be repaired and the premises restored. If the damage or destruction shall be of which may require removal of Tenant's operations from the Premises, either Landlord or Tenant may elect to terminate this lease by written notice to the other within thirty (30) days after the occurrence of such damage or destruction. Tenant shall receive permission from Landlord to use space heaters and/or any other electrical equipment which may overload the system. If we choose to hold a deposit; is this where we address payment?

22. Surrender of Premise. Tenant agrees to surrender the Premises at the expiration or sooner termination of this Agreement or any extension thereof in the same condition or as altered pursuant to the provisions of this Agreement. Ordinary war, tear and damage by the elements or other acts of God excepted.

23. Hold Over. Should Tenant hold over the Premises or any part thereof after the expiration of the term of this Lease unless otherwise agreed in writing, such holding over shall constitute a tenancy from month to month only, and Tenant shall pay as monthly rental the same monthly rental provided for herein.

24. Available Space. If additional space becomes available in the Rec Buidling, Landlord agrees to offer such space to tenants in the Rec Building before making it available to non-tenants. Landlord reserves the right to use space that becomes available and to assign the space through a competitive bid process with tenants of the Rec Building who have been in the building for one (1) year or more, at the time the space becomes available.

25. Indemnity.

(1) The Tenant 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 Tenant'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 Tenant; and provided further, that nothing herein shall require the Tenant 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 Tenant expressly agrees that the indemnification provided herein constitutes the Tenant'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 Tenant claims or recovers compensation from the City for a loss or injury that Tenant 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.

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

26. Landlord Liable only for Negligence. Except where caused by Landlord's negligence, Landlord shall not be liable for any failure of water supply, natural gas supply or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms or disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains or any subsurface area or from any part of the building or buildings or for an interference with light.

27. Nondiscrimination. Tenant agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex or handicap in its hiring practices, services or operation of its business hereunder.

28. Waiver of Covenants. It is agreed that the waiver of any of the covenants of this Lease Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provisions herein.

29. Rights of Successors and Assigns. The covenants and agreements contained within the Lease shall apply to the benefit of successors in interest and legal representatives, except as expressly otherwise hereinbefore provided.

30. Security. The Landlord will install doors with locking hardware. The Tenant is entitled to put locks on the doors to its space, provided the Landlord is given keys for reasonable access and building maintenance. Both parties will attempt to keep the exterior doors locked after their use of the building is completed for the day, and the Tenant shall have the obligation of checking all exterior doors and setting of alarm at the conclusion of each day to make sure that they are locked, and that windows in the rooms used by the Tenant are secured. Lights and radiators should be turned off at the conclusion of the Tenant's use each day.

31. Notice Provision. Any and all notices required by this Lease Agreement shall be in writing and delivered personally to the party to whom the notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:

If to Landlord:
Max J. Paap
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

If to Tenant:
Allison Barclay
Boys and Girls Club of Greater Salt Lake
675 East 2100 South, Suite 270
Salt Lake City, UT 84106

32. Entire Agreement. This agreement constitutes the entire and only agreement between parties and it cannot be altered or amended except by written instrument, signed by both parties.

DATED this 30 day of ~~October~~ AUGUST 2007.

PARK CITY MUNICIPAL CORPORATION

Dana Williams

Dana Williams, Mayor

Attest:

Janet M. Scott, City Recorder

Approved as to form:

City Attorney's Office

**BOYS AND GIRLS CLUB OF GREATER SALT LAKE**

LeAnn Saldivar, President/CEO

**ACKNOWLEDGMENT**

STATE OF UTAH )
: ss.
COUNTY OF SUMMIT )

On this 18 day of October, 2007, personally appeared before me, LeAnn Saldivar who being duly sworn, did say that she is the President/CEO for the Boys and Girls Club of Greater Salt Lake, and acknowledged to me that the preceding Agreement was signed on behalf of said entity, and he acknowledged that the entity did execute the same for its stated purpose.

ALLISON BARCLAY
Notary Public
State of Utah
My Commission Expires July 10, 2011
1350 W. Walnut Dr. Salt Lake City, UT 84116

Allison Barclay
Notary Public

**SPECIAL SERVICE CONTRACT**
**BETWEEN BOYS AND GIRLS CLUBS OF GREATER SALT LAKE AND**
**PARK CITY MUNICIPAL CORPORATION**
**FY 2007-2008 and FY 2008-2009**

THIS AGREEMENT is made and entered into this 1st day of July, 2007, by and between the **BOYS AND GIRLS CLUBS OF GREATER SALT LAKE** (hereinafter "Boys and Girls Clubs") and **PARK CITY MUNICIPAL CORPORATION** (hereinafter "City").

**WITNESSETH:**

WHEREAS, as part of the budget process, the City Council appropriates funds to contract with organizations offering services consistent with the needs and goals of the City; and

WHEREAS, organizations must meet certain criteria in order to be eligible for a special service contract – accountability and sustainability of organization, program need and specific City benefit, fiscal stability and other financial support, and fair market value of the service; and

WHEREAS, service providers are eligible to apply for a special service contract every biannual budget process and the City will award special service contracts through a competitive bid process administered by the Service Contract Subcommittee and City staff; and

WHEREAS, pursuant to Section 10-8-2(1)(e) of the Utah Code Annotated and after public hearing, the City Council authorizes the provision of City services/facilities herein to a non-profit entity, regardless of the consideration Park City receives in return; and

WHEREAS, pursuant to Sections 10-8-2 and 10-2-84 of the Utah Code Annotated, the City Council hereby finds that the provision of City funds herein is consistent with the Park City General Plan, and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City; and

WHEREAS, notwithstanding the recitals above, the City desires to provide grant funds to various charitable organizations in exchange for services provided to the community equal in current fair market value to the City's contribution; and

WHEREAS, the Service Contract Subcommittee evaluated and approved the special service grant request by the Boys and Girls Clubs of Greater Salt Lake, for support and administration of prevention and intervention programs and core services.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the sufficiency of which is hereby acknowledged, that parties agree as follows:

## ARTICLE I
## TERM AND ALLOCATION

The Boys and Girls Clubs shall have a special service contract with a term of two years. Half of the total contract amount of $40,000 will be available each year. 80% of each annual appropriation will be available at the beginning of the fiscal year, with the remaining 20% to be distributed upon demonstration through quantifiable and qualified measures that the program has provided public services meeting its goals and mutually agreed upon Performance Measures as delineated in Attachment A.

| | | |
|---|---|---|
| FY 2007-2008: | $16,000 available 7/1/07 | $4,000 available upon performance review |
| FY 2008-2009: | $16,000 available 7/1/08 | $4,000 available upon performance review |

TOTAL amount available for allocation: $40,000.00

## ARTICLE II
## SERVICES TO THE COMMUNITY

In exchange for the City's contribution, Boys and Girls Clubs agrees to provide funding for staffing Club positions, as outlined in the attached Boys and Girls Clubs Special Service Contract Application, attached hereto and incorporated herein by reference as Attachment B.

Both parties agree that the above services provided to the community represent a good faith exchange of current fair market value for the City's contribution.

## ARTICLE III
## HOLD HARMLESS/NO AGENCY

Boys and Girls Clubs agrees to defend, indemnify, and hold harmless City, its officers, agents, and employees from and against all losses and expenses, including costs and attorney's fees, resulting from any injury, including death, to any person or damages

**Attachment A - Performance Measures**

As a part of monitoring performance of the Special Service Contract, the following Performance Measures will be required of Boys and Girls Clubs of Greater Salt Lake:

1. Provide a line-item accounting of how City-appropriated money has been used.
    a. Club staff postions

2. Measure the total number of participants (by grade and school) enrolled in the program. Please compare this information with previous year levels to measure change in participation (goal: 10% annual membership increase).

3. Total number of programs offered and the change in number of programs offered during the contract period.

4. Provide a minimum of 15 hours of Boys & Girls Club programs each week between September and May.

This information will need to be provided for City Council during the first quarter of each calendar year and again prior to the end of each fiscal year (June 30) in order to receive future allocations.

# City Council
# Staff Report

| | |
|---|---|
| **Author:** | **Kathy Lundborg** |
| **Subject:** | **PARK CITY RAW WATER INFRASTRUCTURE PROJECT DESIGN CONTRACT** |
| **Department:** | **Public Works** |
| **Date:** | **October 16, 2008** |
| **Type of Item:** | **Administrative** |

**Summary Recommendations:**
Staff recommends Council authorize the City Manager to execute an Agreement, in a form approved by the City Attorney, with Stantec Consulting Inc., for the design of the Park City Raw Water Infrastructure Project Design in an amount of $444,000.

**Description:**
Water Strategic Plan: Source Strategies & Polices
- Maximize the availability of Park City's water from the Rockport Importation project

**Topic:**
Park City Raw Water Infrastructure Project including raw water line from Promontory to Quinn's Junction Water Treatment Plant, continuation of raw water line to Park City Municipal Golf Course, raw water tank(s), and Judge Tunnel line extensions.

**Background:**
By the end of October, the Expanded Lost Creek Canyon Project is scheduled to be complete which will deliver Park City's 2500 acre-feet of water to the top of Promontory. Staff is currently working on completing the environmental and engineering analysis of the raw water pipeline alignment to deliver the water from the top of Promontory to Quinn's Junction. Concurrently, Staff is completing the environmental and engineering analysis of possible water treatment plant sites.

The raw water will be delivered to the new water treatment plant through the pipeline to be designed under the Professional Services Agreement contemplated in this staff report. The raw water line is one of the phases of the 3-phase Park City Water Infrastructure Project. The raw water infrastructure from Promontory into the City, future storage reservoir, and the treatment plant were the three identified phases. Due to the City's immediate need for additional water during a dry year, Staff studied the most effective way to get as much usable water delivered to the City in the quickest manner possible. The construction of the water treatment plant now with initially only a portion of the raw water system has been identified as the most effective, reliable, and quickest way to deliver water to the City.

Under Stantec's design contract, environmental and engineering evaluations will be completed for the alignments for the raw water line continuation from Quinn's Junction to the Park City Municipal Golf Course, the finished water line from the water treatment into town, and the raw water tank locations. Preliminary design of the preferred alternative will also be completed.

The new water treatment plant also provides the opportunity to treat Judge Tunnel water during high turbidity events. The evaluation of potential alignments for a waterline running from the Judge Tunnel portal to the raw water system, and the preliminary design of the preferred alternative will be included in this design project.

The design of the water treatment plant has begun and is being done by Carollo Engineers. The evaluation of the preferred alignment of the raw water line from Promontory to Quinn's Junction has been underway by Stantec under a separate Professional Services Agreement (PSA) that was less than $20K which does not require Council authorization under procurement policies. The evaluation was necessary to be completed first in order to further define the scope of the next design phases of the pipeline.

A Request for Proposals (RFP) for the tasks, advertised as two phases and two PSA's, was advertised in the Park Record, Salt Lake Tribune, and Deseret News. Four firms submitted proposals: Stantec Consulting Inc.; Bowen, Collins, and Associates; Sunrise Engineering; and Epic Engineering.

**Analysis:**
The City's purchasing policies exempts professional service contracts from any requirement for competitive bidding. According to this policy contractors are chosen by selecting the firm whose experience, capabilities, and past performance best meet the needs of the project. The selection committee, comprised of Public Works, Engineering, and Building representatives, used the following criteria as guidance in evaluating the RFP's:

- Project Team Experience in Design and Construction of Pipelines;
- Project Team knowledge of water system;
- Project Approach;
- Timeliness/Schedule;
- References; and
- Fee Proposal.

After reviewing the four firms' proposals, a short listing of Stantec and Bowen, Collins, and Associates was decided upon and the two firms were brought in for interviews. The selection committee then unanimously agreed to recommend Stantec for the design project.

Staff has negotiated the fine-tuning of the Scope of Work and fee for the design with Stantec. This is included as Exhibit A in the Professional Services Agreement and is an amount of $444,000. Staff feels that the fee is usual and customary with projects of this type and scope.

The City will need to borrow money through Revenue Bonds to fund the design and construction of this project. The Bonding process is being worked on in parallel with the design work.

**Department Review:**

This staff report has been reviewed by Public Works, Legal, Budget, and City Manager.

**Alternatives:**

**A. Approve the Request:**

Staff recommends Council authorize the City Manager to execute an Agreement, in a form approved by the City Attorney, with Stantec Consulting Inc., for the design of the Park City Raw Water Infrastructure Project Design in an amount of $444,000.

**B. Deny the Request:**

Council could deny Staff's request. Denying the request would delay the design of the time-critical project as described above.

**C. Continue the Item:**

Council could continue the request. Continuing the request would delay the design of the time-critical project as described above.

**D. Do Nothing:**

Staff does not recommend this alternative. Doing nothing would also delay the design of the time-critical project as described above.

**Significant Impacts:**

The City will need to borrow money through Revenue Bonds to fund the design and construction of this project. The Bonding process is being worked on in parallel with the design work.

If Council does not authorize the execution of the Agreement with Stantec, the delivery of the raw water to the new treatment plant will be delayed. Staff is working on a concept for temporary water treatment for next summer. Any delays in the already tight schedule will reduce the possibility of achieving delivery of treated water next summer.

**Recommendation:**

Staff recommends Council authorize the City Manager to execute an Agreement, in a form approved by the City Attorney, with Stantec Consulting Inc., for the design of the Park City Raw Water Infrastructure Project Design in an amount of $444,000.

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

THIS AGREEMENT is made and entered into in duplicate this ____ day of ______________, 2008, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and STANTEC CONSULTING INC. , 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 "Addendum A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **Four hundred forty four thousand ($444,000) Dollars**.

**2. TERM.**

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on December 31, 2009 or earlier, unless extended by mutual written agreement of the Parties.

**3. COMPENSATION AND METHOD OF PAYMENT.**

A. Payments for services provided hereunder shall be made monthly following the performance of such services.

B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as
"Addendum 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. REPORTS AND INSPECTIONS.**

A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.

B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and 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.

**5. INDEPENDENT CONTRACTOR RELATIONSHIP.**

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

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

**6. SERVICE PROVIDER EMPLOYEE/AGENTS.**

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

**7. HOLD HARMLESS INDEMNIFICATION.**

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

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

**8. INSURANCE.**

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

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

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-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 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 the 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 the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.

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

**9. <u>TREATMENT OF ASSETS</u>.**

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. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.

B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

**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 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.

**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. MAINTENANCE AND INSPECTION OF RECORDS**.

A. The Service Provider shall maintain books, records and documents, which 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. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service

Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

**15. POLITICAL ACTIVITY PROHIBITED.**

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

**16. PROHIBITED INTEREST.**

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

**17. 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.

**18. TERMINATION.**

A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.

B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

**19. 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.

**20. 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.

**21. JURISDICTION AND VENUE.**

A. This Agreement has been and shall be construed as having been made and delivered with 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.

**22. 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.

**23. 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

______________________________
Tom Bakaly, City Manager

Attest:

_________________________
City Recorder's Office

Approved as to form:

_________________________
City Attorney's Office

**SERVICE PROVIDER**
Address:

Tax ID#: ______________________

________________________________

Signature

____________________________________
Printed name

____________________________________

**Title**

STATE OF UTAH )
) ss.
COUNTY OF SUMMIT )

On this ____ day of _________________, 2007, 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

## ADDENDUM "A"

SCOPE OF SERVICES

**SCOPE OF WORK for**

**TASK 2A – PHASE I PRELIMINARY DESIGN**

The scope for this task is based on the Rail Trail alignment presented in the SBWTS. As the existing preliminary design drawings from Saddle Pond to SR 248 do not align with the Promontory easement, additional survey and preliminary design work will be required. Additional preliminary design work will be completed including survey and geotechnical investigations for the new portions of the alignment from the Signal Hill Pond to Saddle Pond and the alignment from SR 248 to the WTP site.

A Wetland determination was completed as part of the previous Task 1. A Wetland delineation shall be completed as part of this Task for the assumed alignment.

The preliminary design will include the following:

**Survey, Geotechnical Investigations, and Utility Investigations.**

Limited Survey, Geotechnical Investigations and Utility Investigations will be prepared for the new portions of the alignment from the Signal Hill Pond to Saddle Pond and the alignment from SR 248 to the WTP site. The existing Promontory easement will not be revised but the survey work will include field location common points between the easement and the existing preliminary design drawings.

**Preliminary Plan and Profile Drawings for Pipeline**: A preliminary set of plan and profile drawings will be developed for the preferred pipeline alignment. The plan and profile drawings will include the following information:

o Proposed alignment.

- Pipe materials Two pipe materials will be specified.

o Locations of needed turnouts, checks, valve vaults, air/vac stations, blowoff stations, metering stations, manhole stations, connection points, future connection points, and maintenance equipment access structures.

o Property ownership, easement, and right-of-way boundaries. An easement will be prepared for the alignment from SR 248 to the WTP along the Rail Trail.

o Significant surface features.

o Approximate major utility locations.

o Revise size of pipe and pressure class requirements from the Raw Water loop in the SBWTS to a single feed from MRWSSD.

**Preliminary Design of Appurtenant Facilities.**

Preliminary design of connections to MRWSSD was completed in the SBWTS. However, the connection location has been modified, so the design for the Signal Hill Pond intake will need to be modified. Any modifications to the meter vault are also included in this task. The terminus of the line at Quinn's Junction will be a water treatment plant. Coordination with the Carollo Engineers will be required.

**Initial Process Flow Diagram:** The process for the operation of the raw water line intake and its interaction with the surface water treatment plant will be developed. Coordination with Carollo Engineers (water treatment plant engineer), City water operations personnel, and Mountain Regional Water Special Services District will be required to complete this task. The deliverable will be a process flow diagram. The focus will be primarily on operations without the Raw Water Tank; however, operation with a Raw Water Tank will be considered.

**Environmental Studies**.

Wetlands Delineation. Complete wetland delineation for:

- The preferred alignment. Assume wetland delineation along the Rail Trail alignment presented in the SBWTS. Include the alignment from SR 248 to the WTP site. Assume that the alignment form the Signal Hill Pond to Saddle Pond does not require a wetland delineation.
- The Water Treatment Plant site, including the sewer service extension.

Soils Work Plan for Summit County Soils Ordinance 692.

- Develop and submit for approval to regulating agencies a Soils Work Plan for the alignment within the soils ordinance overlay zone.
- The report will address mitigation strategies for construction and will be patterned after the Park City Soils ordinance where all materials are kept on site or transported to Richardson Flat with no testing and coordination with Talisker for acceptance of the transported material.

**Deliverables:**

1. Preliminary Design package consisting of 11x17 plan and profile drawings and plans of appurtenant facilities.

2. The cost estimate shall be prepared based on the preliminary design of the preferred alignment. The estimate shall account for the current construction climate, materials and labor costs.

3. Wetlands Delineation.

4. Soils Work Plan.

**TASK 2 B - PHASE I FINAL DESIGN AND CONSTRUCTION DOCUMENTS**

The final design will produce contract documents for public bidding and construction of the preferred alignment from Signal Hill to Quinn's Junction. The contract documents will include contractual documents, technical specifications, and contract drawings. The final design will include the following:

- Prepare final plan and profile drawings.
- Prepare final detail drawings.
- Prepare specifications for two pipe material options.
- Prepare Engineer's Opinion of Probable Cost.
- Submit to Army Corp of Engineers for 404 permitting, if required.
- Submit to Division of Drinking Water.
- Submit to PCMC Building Department for Building Permit.
- Submit to other agencies determined during Task 1.

Deliverables:

1. As part of the final design, the Engineer will prepare an opinion of probable construction cost for the facilities designed. The cost estimate shall be prepared based on the 90% submittal. Upon completion, the cost estimate shall be updated to reflect any design revisions made between the 90% and 100% submittals. The estimate shall account for the current construction climate, materials and labor costs.

2. A 90% submittal shall be made to PCMC. This submittal shall reflect completion of all design work and the consultant's QA/QC review and necessary corrections. Six copies (size 11" x 17")

of the 90% submittal shall be provided for review. Submittal shall include drawings, specifications, and opinion of probable construction costs.

3. A 100% package shall be presented to PCMC upon completion of all revisions from the 90% submittal. Six copies of the 100% submittal shall be provided. One set shall include full sized drawings. Submittal shall include drawings, specifications, and opinion of probable construction costs.

**TASK 2C – BIDDING SERVICES**

• Prepare bid documents on CD's for distribution and advertise for submittals.

• Assist with: a pre-bid meeting, answering bidder questions, and the bid opening.

• Evaluate bids and prepare a recommendation regarding the most responsive Bidder for consideration and action by the City.

Deliverables:

1. Bid Documents.

2. Advertisement for publication in both Park Record and Salt Lake Tribune in accordance with all Utah State & Park City Municipal Corporation procurement requirements.

3. Any required written responses to Bidder written questions.

4. Recommendation of the most responsive bidder.

**TASK 2D – SERVICES DURING CONSTRUCTION**

Deliverables:

• Assist and attend a pre-construction meeting.

• Perform shop drawing and equipment submittal review.

• Responding to construction contractor questions (RFI's) and providing clarification.

• Periodic construction observation (assume 6 site visits).

• Assist with Final Inspection (assume 1 site visit).

**TASK 2E -POST CONSTRUCTION**

Deliverables:

• Provide any necessary operator training.

• Provide record drawings (one 11”x17” size, and electronic format in PDF and AutoCAD).

• Provide O&M Manuals.

• Provide submittal for Operating Permit.

**TASK 3A - PHASE II ENVIRONMENTAL ASSESSMENT**

Prepare an Environmental Assessment of the existing conditions, alternatives and potential impacts of Phase II improvements for USEPA review for:

- The Raw Water line from Quinn’s Junction to the Park City Golf Course. A preliminary design for the raw water and finished water lines has been completed in the SBWTS within Kearns Blvd from Quinn’s Junction to the Park City Municipal Corporation Golf Course. An alternative alignment south of Kearns from the water treatment plant site to Wyatt Earp and Kearns Blvd has also been conceptually identified. Both alignments will be evaluated.

- The Finished Water line from the Water Treatment Plant to its connection to the existing City distribution system.

- The Judge Tunnel line from the mine portal to the Water Treatment Plant. A conceptual alignment has been identified for the Judge Tunnel line from the portal to the base of the Park City Mountain Resort. This alignment will have to tie to the raw water tank if it is located in this vicinity, or directly to the raw water line near the golf course, or will run all of the way to the water treatment plant. Carollo Engineers will be studying whether Judge Tunnel water needs to be delivered to the water treatment plant independently and will be completing a settling test to determine whether the turbidity would settle within a raw water tank. The results will determine how the Judge Tunnel line is terminated. Coordination with Carollo Engineers will be required.

- The Raw Water Tank or tanks. The results of the Judge Tunnel analysis above will determine if a raw water tank is needed for the Judge Tunnel water. Multiple options will be considered in the EA for the raw water tank. A 2.5 MG tank at Park City Heights, or a 2.5 Mg tank near the Park City golf course, or two tanks (one in each location), the combined volume being 2.5 MG.

**Deliverables:**

1. Environmental Assessment

**TASK 3B - PHASE II ENGINEERING AND PROCESS EVALUATION**

Based on the results of Carollo's analysis of Judge Tunnel water and whether an independent line is required to the water treatment plant and whether the turbidity will settle within a raw water tank, the following will be evaluated:

- Considering the proposed Silver Creek TMDL, evaluate operational process for sending Judge Water to Water Treatment Plant in a planned and unplanned event (e.g. due to turbidity spike). The evaluation will be completed for irrigation and non-irrigation seasons.

- Complete engineering evaluation that yields a preferred alternative based on engineering, cost, timing, and constructability. Develop conceptual cost estimate of the pipeline and raw water tank alternatives being evaluated in the EA.

- Complete engineering evaluation of raw water tank location(s) and size(s). Develop the most efficient plan for the operational use of the raw water tanks considering Judge Tunnel water requirements and raw water supply and demand. The latest supply and demand study will be supplied to aid in the evaluation.

**Deliverables:**

1. Technical memo that summarizes the operational evaluation of delivering Judge Tunnel Water to the water treatment plant and/or the raw water system.

2. Technical Memo that summarizes the engineering evaluation of the pipeline alignments and raw water tank locations and sizes.

**TASK 3C - PHASE II PRELIMINARY DESIGN**

The scope for this task is based on utilizing the existing Kearns Blvd alignment presented in the SBWTS. Preliminary design work will be completed including survey and geotechnical investigations for; an alignment on the old mine road from the WTP to Wyatt Earp, from Kearns Blvd to the Park Meadows Golf Course Pond, and from the Judge Tunnel portal to the Park City Municipal Golf Course.

Wetland determination shall be completed as part of Task 3A while a wetland delineation shall be completed as part of this Task for the preferred alignment.

The preliminary design will include the following:

**Survey, Geotechnical Investigations, and Utility Investigations.**

Limited Survey, Geotechnical Investigations and Utility Investigations will be prepared for the new portions of the alignment from the WTP to Wyatt Earp, from Kearns Blvd through the North 40 fields to the Park Meadows Golf Course Ponds and for the Judge Tunnel Line

**Preliminary Plan and Profile Drawings for Pipeline**: A preliminary set of plan and profile drawings will be developed for the preferred raw water, finished water, and Judge Tunnel pipeline alignments and layout of raw water storage tank. The plan and profile drawings will include the following information:

o Proposed alignment.

o Locations of needed turnouts, checks, valve vaults, air/vac stations, blowoff stations, metering stations, manhole stations, connection points, future connection points, and maintenance equipment access structures.

o Property ownership, easement, and right-of-way boundaries. No easements will be prepared.

o Significant surface features.

o Approximate major utility locations.

o Size of pipe and pressure class requirements.

o Layout of raw water tank(s) and appurtenances.

**Final Process Flow Diagram:** The process for the operation of the raw water line intake and its interaction with the surface water treatment plant and the raw water tanks will be developed. Coordination with Carollo Engineers (water treatment plant engineer), City water operations personnel, and Mountain Regional Water Special Services District will be required to complete this task. The deliverable will be a process flow diagram.

**Environmental Studies**.

Wetlands Delineation. Complete wetland delineation for:

- The preferred alignment. Assume wetland delineation along the conceptual alignment the City has laid out for the alternate alignment from the water treatment plant to Wyatt Earp and Kearns Blvd.

# PARK CITY RAW WATER INFRASTRUCTURE PROJECT
## 10/9/08 DRAFT Professional Consulting Services - Fee Proposal

**TASK COST REPORT**

**Owner:** PARK CITY MUNICIPAL CORPORATION
**Project:** Design of Park City Water Infrastructure
**Description:** Phase I and Phase II

**PERSONNEL CATEGORIES:**
1 Technical Advisor
2 Project Manager
3 Project Engineer
4 Designer
5 Land Surveyor
6 Project Representative
7 Environmental Scientist
8 Clerical

| No. | Task | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | Total Hours | Labor Charges | Direct Reimbursable Expenses [1] | Totals |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Personnel: | KKN | MPK | BC | SLW | TW | SAY | MWB | SB | | | | |
| | Billing Rate: | $162 | $157 | $83 | $90 | $149 | $117 | $107 | $83 | | | | |
| | | LABOR HOURS BY PERSONNEL CATEGORY | | | | | | | | | | | |
| 2 A | **Phase I Preliminary Design** | | | | | | | | | | | | |
| | Survey/Geotech | | 16 | 40 | 40 | 16 | 80 | | 8 | 200 | $21,834 | $10,000 | $31,834 |
| | Plan and Profile dwgs | | 80 | 160 | 320 | | | | 40 | 600 | $57,960 | $200 | $58,160 |
| | Appurtances | 4 | 8 | 16 | 40 | | | | 8 | 76 | $7,498 | | $7,498 |
| | Process Flow Diagram | 2 | 16 | 16 | 16 | | | | 8 | 58 | $6,270 | $100 | $6,370 |
| | Wetland Delineation | 2 | 8 | 16 | 24 | | 16 | 40 | 8 | 114 | $11,867 | $200 | $12,067 |
| | Soils Report | 16 | 2 | 16 | 8 | | | 40 | 8 | 90 | $9,886 | $200 | $10,086 |
| | **Subtotal** | 24 | 130 | 264 | 448 | 16 | 96 | 80 | 80 | 1138 | $115,316 | $10,700 | $126,016 |
| 2 B | **Phase I Final Design** | | | | | | | | | | | | |
| | Construction Documents | | 80 | 160 | 320 | | | | 40 | 600 | $57,960 | $200 | $58,160 |
| | EOPCC | | 8 | 16 | | | | | | 24 | $2,583 | | $2,583 |
| | 404/SAP | 2 | | 8 | | | | 40 | 8 | 58 | $5,914 | $100 | $6,014 |
| | DDW Submittal | | 2 | 4 | | | | | | 6 | $646 | | $646 |
| | **Subtotal** | 2 | 90 | 188 | 320 | 0 | 0 | 40 | 48 | 688 | $67,103 | $300 | $67,403 |
| 2 C | **Phase I Bidding Services** | | | | | | | | | | | | |
| | Prepare Bid Documents | | 16 | 16 | 40 | | | | 16 | 88 | $8,769 | $500 | $9,269 |
| | Attend Pre-Bid Meeting | | 4 | 8 | | | | | 4 | 16 | $1,623 | $50 | $1,673 |
| | Assist with questions during Bidding | | 8 | 40 | | | | | 8 | 56 | $5,233 | | $5,233 |
| | Attend Bid openning | | | 4 | | | | 4 | 4 | 12 | $1,089 | $50 | $1,139 |
| | Prepare bid evaluation | | 2 | 8 | | | | | 4 | 14 | $1,308 | | $1,308 |
| | **Subtotal** | 0 | 30 | 76 | 40 | 0 | 0 | 4 | 36 | 186 | $18,021 | $600 | $18,621 |
| 2 D | **Phase I Construction Services** | | | | | | | | | | | | |
| | Attend Pre-Con Meeting | | 4 | 8 | | | | | 4 | 16 | $1,623 | $50 | $1,673 |
| | Conduct Submittal Review | | 8 | 40 | | | | | 16 | 64 | $5,895 | | $5,895 |
| | Address RFI's | 2 | 8 | 40 | | | | | 16 | 66 | $6,220 | | $6,220 |
| | Conduct 6 Site Visits | | 8 | 48 | | | | | 8 | 64 | $5,895 | $300 | $6,195 |
| | Conduct Final Inspection | | 2 | 8 | | | | | 4 | 14 | $1,308 | $50 | $1,358 |
| | **Subtotal** | 2 | 30 | 144 | 0 | 0 | 0 | 0 | 48 | 224 | $20,942 | $400 | $21,342 |
| 2 E | **Phase I Post Construction Services** | | | | | | | | | | | | |
| | Provide Operator Training | | | | | | | | | 0 | $0 | $0 | $0 |
| | Provide Record Drawings | | 4 | 8 | 16 | | | | | 28 | $2,732 | $50 | $2,782 |
| | Provide O & M's | | 4 | 8 | | | | | | 12 | $1,292 | $50 | $1,342 |
| | Assist with Operating Permit | | 4 | 8 | | | | | | 12 | $1,292 | | $1,292 |
| | **Subtotal** | 0 | 12 | 24 | 16 | 0 | 0 | 0 | 0 | 52 | $5,316 | $100 | $5,416 |
| 3 A | **Phase II Environmental Assessment** | | | | | | | | | | | | |
| | Raw Water Line | 8 | 4 | 16 | | | | 24 | 4 | 56 | $6,144 | $100 | $6,244 |
| | Finished Water Line | 8 | 4 | 16 | | | | 24 | 4 | 56 | $6,144 | $100 | $6,244 |
| | Judge Tunnel Line | 8 | 4 | 16 | | | | 24 | 4 | 56 | $6,144 | $100 | $6,244 |
| | Raw Water Tank | 8 | 4 | 16 | | | | 24 | 4 | 56 | $6,144 | $100 | $6,244 |
| | **Subtotal** | 32 | 16 | 64 | 0 | 0 | 0 | 96 | 16 | 224 | $24,575 | $400 | $24,975 |
| 3 B | **Phase II Engineering and Processes Evaluation** | | | | | | | | | | | | |
| | Operational process evaluation for Judge Line | | 16 | 40 | 24 | | | | 8 | 88 | $8,653 | $50 | $8,703 |
| | Alignment evaluation RWL, FWL JL | | 40 | 80 | 40 | | | | 8 | 168 | $17,181 | $200 | $17,381 |
| | Raw Water Tank location and sizing evaluation | | 16 | 40 | 24 | | | | 8 | 88 | $8,653 | $100 | $8,753 |
| | **Subtotal** | 0 | 72 | 160 | 88 | 0 | 0 | 0 | 24 | 344 | $34,486 | $350 | $34,836 |
| 3 C | **Phase II Preliminary Design** | | | | | | | | | | | | |
| | Survey/Geotech for WTP to WA, KB to PMGC Pond, JT Line | | 16 | 40 | 80 | 16 | 120 | | 8 | 280 | $30,114 | $25,000 | $55,114 |
| | Plan and Profile drawings | | 80 | 160 | 320 | | | | 40 | 600 | $57,960 | $200 | $58,160 |
| | Raw Water Tank (1) | | 16 | 16 | 40 | | | | | 72 | $7,444 | | $7,444 |
| | Raw Water Process Flow Diagram | | 16 | 24 | 16 | | | | 8 | 64 | $6,607 | $100 | $6,707 |
| | Wetlands Delineation | 8 | 8 | 16 | 24 | | 16 | 80 | 8 | 160 | $17,106 | $500 | $17,606 |
| | **Subtotal** | 8 | 136 | 256 | 480 | 16 | 136 | 80 | 64 | 1176 | $119,232 | $25,800 | $145,032 |
| | **Total** | **72** | **666** | **1584** | **1752** | **32** | **232** | **344** | **448** | **5130** | **$511,058** | **$39,950** | **$443,641** |

| | |
|---|---|
| Eng | $238,030 |
| Enviro | $70,749 |
| Geotech/Survey/Alignment/PFD | $134,862 |
| $ | 443,641 |

# City Council
# Staff Report

SUSTAINABILITY
DEPARTMENT

| | |
|---|---|
| **Author:** | **Jonathan Weidenhamer** |
| **Subject:** | **Trails Master Plan Update** |
| | **Component of Community Walkability Study** |
| **Date:** | **October 16, 2008** |
| **Type of Item:** | **Administrative – Master Plan Addendum** |

**Summary Recommendation**
Staff recommends the City Council hold a public hearing, and consider adopting by resolution the addendum to the Trails Master Plan in regards to the recently completed Walkable and Bikeable Community Study.

**Background**
The Planning Commission reviewed this topic and held public hearings on June 13, 2007, June 27, 2007, and September 10, 2008; and forwarded a positive recommendation to the City Council to adopt the addendum to the Trails Master Plan (TMP). As part of their recommendation the Planning Commission additionally suggested that Park City continue to focus on additional trail related elements outside the included addendum. These items included:

- A continued focus on aesthetics issues - design, lighting, streetscape and associated improvements that lead to creating of "place" – especially during any subsequent update to the TMP
- A continued focus on trails, walkability, and bikeability during subsequent general plan or guiding policy updates
- A suggestion to create an "executive summary" as a tool for developers and regulators
- A suggestion to update Appendix C of the TMP which identifies estimates for ongoing maintenance costs.

The following is the staff report presented to the Planning Commission on September 11, 2008. It includes an additional Exhibit – B, which is update to Appendix C (maintenance costs), as well as the minutes to that meeting (Exhibit C). The "Significant Impacts" portion of the report has been expanded slightly to recognize the increased maintenance costs.

The Trails Master Plan (TMP) was first developed as part of the Park City Parks and Recreation Master Plan in 1982. The TMP Update document was adopted by Resolution of the City Council in 1992, and has enabled the preservation and implementation of critical public trail easements and capital improvements in the development of all subdivisions since its adoption.

The TMP is a planning tool and resource to help accomplish the needs and desires of the community for recreation, help support the transportation and transit systems, and provide viable alternative transportation systems and access. The TMP is not intended to set forth strict standards, but to present sound guidelines for the location, policies, type and construction of trails and other non-motorized capital improvements.

The City has recently seen the completion of the community Walkability Study, approval of a $15M Walkability Bond, and the creation of a public committee (WALC) to make recommendations on bond spending. The WALC recommendations culminated in adoption of the 2009 Budget, during which Council agreed on an implementation plan for the walkability projects (including projects, timeline, and estimated costs). The projects recommended identified existing gaps, and retrofitting of existing infrastructure, not new development standards.

The City Council identified a final step towards implementation of the City's Walkability efforts is the adoption of an update to the TMP to reference and support at a policy level the Walkability Study. As the City Council will adopt the updated TMP by resolution, staff finds it appropriate to have the Planning Commission review the updated TMP and provide a recommendation for adoption; especially considering the TMP is often supported and considered in the Subdivision and Master Planned Development Chapters of the LMC.

**Analysis**

The attached TMP update will serve as a new Chapter 11 to the existing TMP. It is not a re-write or update, but an addendum. The addendum builds upon the list of capital projects generated from the completed Walkability Study and addresses, as well as, reinforces the importance and desire for a safe, pleasant and well-connected biking and pedestrian system in Park City. The recently completed Walkable Study indicates that citizens desire a community that is safe and well-connected for walkers and bikers. The study also indicates a desire to preserve the tight and compact community form that makes the city a good place to walk and bike – for residents, tourist and visitors alike. The addendum addresses walking and biking within the urban environment as opposed to the surrounding recreational backcountry trails.

The updated TMP addendum includes 6 new sections:

1. Background
2. Purpose
3. Existing Conditions
4. Walkability/Bikeability Vision
5. Walkability/Bikeability Planning Concept
6. Walkability/Bikeability Recommendations: Goals & Policies

Sections 4, 5 and 6 are the substantive portions of the addendum. Section 4 identifies the vision (p.5); Section 5 identifies the "Spine" Planning concept (p.8); and Section 6 (p.8) identifies a series of goals, policies, and implementation measures. Please find the following excerpts :

Vision - Section 4 (p. 5)

**GOAL 1: SAFETY**
Walking and biking in Park City should be safe and pleasant. The needs of those least able to negotiate busy streets – children and elderly citizens, for example –should set the standard. Residents and visitors should be able to safely walk and bike to school, shopping, work and other destinations, and access public transit.

**GOAL 2: EFFICIENCY**
Walking and biking in Park City should be easy and efficient. The urban walking and biking environment should be capable of helping to reduce vehicle trips and/or mitigate traffic congestion.

**GOAL 3: ENHANCED REGIONAL CONNECTIONS**
The Park City walking and biking environment should be highly integrated and interconnected. Facilities should enhance regional walking and cycling mobility and access, particularly along primary walking/biking routes including SR-224, SR-248 (Kearns Blvd.), Bonanza Drive, the Rail Trail and other significant regional links.

**GOAL 4: ENHANCED LOCAL CONNECTIONS**
The Park City walking and biking environment should be developed in a manner that improves intercity mobility to and through the city's neighborhoods. Connections should be seamless and obvious, ultimately linking with regional routes and activities. Walkable and bikeable design for both residential and commercial areas should be encouraged.

**GOAL 5: COST AND MAINTENANCE**
Walking and biking in Park City should be cost effective, providing the greatest value to taxpayers. Facilities should serve a large number of users, and build upon established routes and ways.

<u>Goals -Section 6 (p.8)</u>

**Goal 1 : To promote walking and biking in Park City**
**Goal 2 : To ensure good maintenance of existing and future walking and biking facilities**
**Goal 3 : To ensure walking and biking policy and ordinances meet the needs and desires of the community**

The Planning Commission considered this addendum last summer. The Commission asked staff and the consultant to carefully consider the importance of aesthetic design in implementing the TMP; especially in that the City's trails and walkable/bikeable facilities act to thread the community together. The Commission stated that the quality of the built environment is critical because sidewalks and pathways are well used thoroughfares experienced by both residents and visitors.

The proposed revisions for walking and biking do not address these broader topics, which relate to the overall TMP, but rather focus on: the safety, efficiency, and connectivity of walkability. However, the existing TMP considers some of these aesthetic related issues in a few sections, namely:

- Section III(6) – Trail, Pedestrian Friendly Zone Standards, and Park City Character (p.11). This section briefly discusses neighborhood "fit", use of materials, and sense of place.
- Section IX (C) – Pedestrian Amenities & Street Furniture (p. 48-49). This section directly discusses pedestrian amenities and streetscape improvements such as seating and lighting.

Should the Council desire additional language supporting and promoting the importance of aesthetic design, staff recommends they provide direction to staff do so upon more comprehensive general plan rewrites that could encourage a comprehensive re-write of the TMP. In the interim, staff will carefully balance aesthetic considerations with the needs to be fiscally responsible when implementing anticipated trail and walkable related improvements.

**Notice**

Legal notice was put in the Park Record.

**Public Input**

There has been large amount of public input regarding this topic. The public input process was facilitated as part of public meetings associated with the Walkability Study; $15 million Walkability bond; and prioritization of walkable capital projects through the Council adoption of the FY 2009 budget. No public input has been received specific to this report.

**Alternatives**

- The Council may approve the TMP update as written; or.
- The Council may approve the TMP update and additionally direct staff to consider aesthetic design, creating sense of place; and/or complete streets as part of on-going General Plan updates. **This is staff's recommendation**; or
- The Council may approve the TMP update but include additional recommendations; or
- The Council may continue the discussion on the TMP Update.

**Significant Impacts**

The Council is the final regulatory authority regarding Planning Commission recommendations on trails and sidewalks as required in the MPD and Subdivision chapters of the LMC. Significant staff resources and public investment has been made to develop and approve the walkable and bikable community study.

The update to Appendix C, recognizes an increase in the estimated, annual on-going maintenance costs for all trails from $98,500 to $155,979. Based on direction and funding from Council during the FY 09 budget to determine maintenance and service levels, Staff will provide a detailed update and discussion on this topic during the FY 2010 budget process.

**Consequences of not taking the Suggested Recommendation**

The TMP would not be updated to recognize Walkability goals.

**Recommendation**

Staff recommends the City Council hold a public hearing, and consider adopting by resolution the addendum to the Trails Master Plan in regards to the recently completed Walkable and Bikeable Community Study.

**Exhibits:**

Draft Resolution
Exhibit A – TMP Update
Exhibit B – Update to Appendix C – Maintenance Costs
Exhibit C – September 10, 2008 Planning Commission minutes
*Exhibit D – Existing TMP

*Copies available at www.parkcity.org; or upon request to Heinrich Deters: hdeters@parkcity.org or 435.615.5205

**Resolution No. 08-**

**A RESOLUTION ADOPTING AN ADDENDUM TO THE TRAILS MASTER PLAN TO REFERENCE AND SUPPORT THE WALKABILITY STUDY.**

**WHEREAS**, implementation of pedestrian and biking improvements are a top priority for City Council;

**WHEREAS**, the Planning Commission held public hearings on June 13, 2007, June 27, 2007, and September 10, 2008 for input on the Trails Master Plan, and forwarded a recommendation to the City Council, and

**WHEREAS**, the City Council held a public hearing on October 16, 2008, for input on the Trails Master Plan Addendum.

**WHEREAS**, the adopted 2009 Budget approved the spending of an estimated $13.5 million in bond monies for walking and biking improvements throughout Park City.

**NOW THEREFORE**, be it resolved by the City Council of Park City as follows:

The Trails Master Plan Addendum to address walking and biking is adopted in its entirety.

This Resolution shall become effective upon publication. Dated this th day of 2008.

PARK CITY MUNICIPAL CORPORATION

__________________________________
Mayor Dana Williams

Attest:

__________________________________
Janet M. Scott, City Recorder

Approved as to form:

__________________________________
Mark D. Harrington, City Attorney

Exhibit B
Trails Master Plan Addendum for Walkability (Ch 11)

# PARK CITY TRAILS MASTER PLAN UPDATE

WALKABILITY AND BIKEABILITY

## TABLE OF CONTENTS

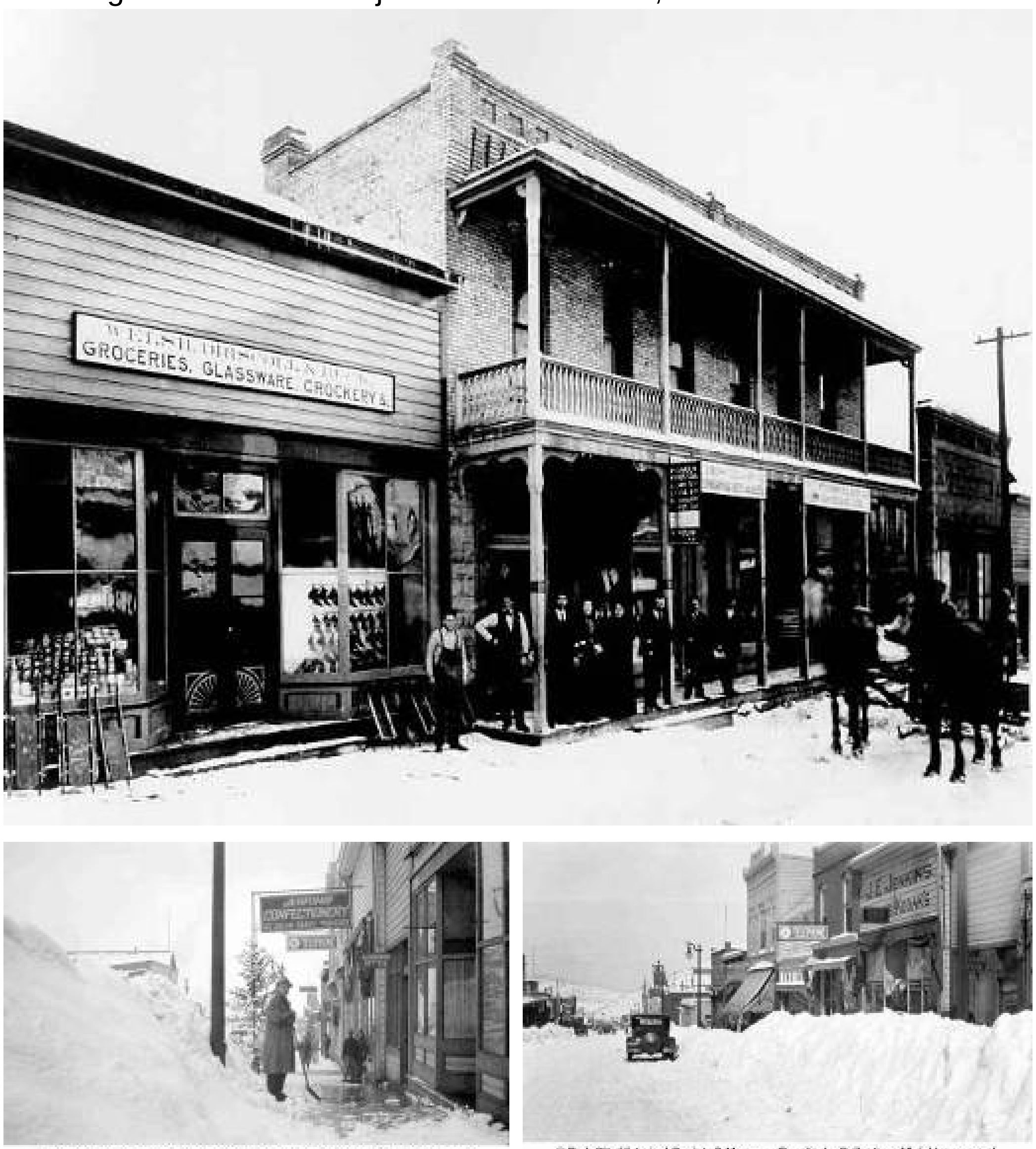


### LIST OF FIGURES

## 1.0 Background and Context

Since its beginnings as a late-nineteenth-century mining town, walking has been the primary form of negotiating the steep and hilly streets of Park City. In the earliest days, there was little or no delineation between the areas for walking and the areas for driving - pedestrian beware.

As the town has grown and evolved, the form and function of the city's streets have modified accordingly. Park City has transcended its mining background and resort skiing roots, blossoming into a place with high-level, year-round recreation and entertainment expectations, and a populace drawn to these activities. Hiking and biking have become major recreation draws, for visitors and residents alike.







*Examples of Historic Park City Streets and Sidewalks*

In recent decades, city districts that were originally designed as places for second homes and temporary lodging have morphed into full-time neighborhoods – sometimes lacking sidewalks and other amenities that make walking and biking safe and pleasant. Residents of these neighborhoods – adults and children alike – look forward to walking and biking to school, work and other destinations as part of their daily lives. However, sharing the roads has become increasingly difficult as vehicular traffic has increased and the roadways have become more crowded with vehicles.

Park City is recognized as a world-class recreation destination. It is home to renowned skiing and winter sports activities, in addition to a wide range of fair-weather sports and draws, including hiking, mountain biking and cycling. However, some residents and others feel that walking and biking in the built-up part of the city is less than desirable, lagging behind hiking and biking in the nearby backcounty.

The recently-completed Park City Walkability and Bikeability Neighborhood Study (March 2007) indicates that Parkites desire a community that is safe and well-connected for walkers and bikers. The study also indicates a desire to preserve the tight and compact community form that makes the city a good place to walk and bike – for residents, tourists and visitors alike.

## 2.0 Purpose of the Walkability and Bikeability Update

The Park City Trails Master Plan Update - Walkability and Bikeability builds upon the information and direction provided in the Park City Trails Master Plan, which was adopted in March 2003. The update addresses the need and desire for a safe, pleasant and well-connected biking and pedestrian system in Park City proper.

The purpose of the update is to analyze the “walkability and bikeability” of Park City and in the process provide planning and design suggestions that will improve walking and biking in Park City. The study assesses walking and biking within the urban environment of the city, as opposed to the surrounding system of off-road and backcountry trails.

The Walkability and Bikeability update builds on and coordinates with the approach and information contained in the Park City Walkable/Bikeable Neighborhood Study, which was presented to the City Council in March 2007.

## 3.0 Existing Conditions

As illustrated in Figure 1, there are approximately 41 miles of paved urban trails within city boundaries of Park City. These consist of seventeen miles of asphalt sidewalks and trails; 20 miles of concrete sidewalks and trails; and four miles of unpaved trails. In addition to the sidewalks and trails listed, approximately 4 miles of cycle lanes are located along the edge of Park City’s streets.

The bulk of Park City's trails are located alongside existing streets in the form of sidewalks and roadside trails. The remaining facilities are located primarily along two fully-separated trails - the UPRR Rail Trail and Poison Creek Trail. The existing trail and sidewalk system provide connections and linkages with a wide range of destinations and community places – as illustrated on Figure 2.

At present, approximately half of the existing walking and biking system is plowed by Park City during the winter, representing a significant maintenance commitment on the part of the city. Only the Poison Creek Trail includes a system of pedestrian lighting.

As new trails are developed and existing facilities enhanced, determining the levels of maintenance and lighting are of particular concern.

*Examples of Historic Walking and Biking Environments*

## 4.0 Walkability/ Bikeability Vision

Park City is envisioned as a place with neighborhoods and districts where people can live within walking distance to most places they want to visit - schools, work, stores, parks, churches and so on. The city is a place where walking, biking and mass transit are well-connected and easy, with corresponding environments that are pleasant and safe to walk or bike to at all hours of the day.

***The Park City Walkability/ Bikeability Vision*** foresees a community that is accessible to all persons, including those with disabilities, and is compliant with the regulations of the Americans with Disabilities Act (ADA). The design and layout of the Park City walking and biking environment is unique, reflecting the special physical and social character of the mountain community. It is a place that has a distinctive identity, and is a place people want to live and visit.

***The Park City Walkability/ Bikeability Vision*** supports the five goals and established for the Park City Walkable/Bikeable Neighborhood Study (March 2007), as follow:

**GOAL 1: SAFETY**
Walking and biking in Park City should be safe and pleasant. The needs of those least able to negotiate busy streets – children and elderly citizens, for example – should set the standard. Residents and visitors should be able to safely walk and bike to school, shopping, work and other destinations, and access public transit.

**GOAL 2: EFFICIENCY**
Walking and biking in Park City should be easy and efficient. The urban walking and biking environment should be capable of helping to reduce vehicle trips and/or mitigate traffic congestion.

**GOAL 3: ENHANCES REGIONAL CONNECTIONS**
The Park City walking and biking environment should be highly integrated and interconnected. Facilities should enhance regional walking and cycling mobility and access, particularly along primary walking/biking routes including SR-224, SR-248 (Kearns Blvd.), Bonanza Drive, the Rail Trail and other significant regional links.

**GOAL 4: ENHANCES LOCAL CONNECTIONS**
The Park City walking and biking environment should be developed in a manner that improves intercity mobility to and through the city's neighborhoods. Connections should be seamless and obvious, ultimately linking with regional routes and activities. Walkable and bikeable design for both residential and commercial areas should be encouraged.

**GOAL 5: COST AND MAINTENANCE**
Walking and biking in Park City should be cost effective, providing the greatest value to taxpayers. Facilities should serve a large number of users, and build upon established routes and ways.

*Figure 1*
*Existing Walking and Biking System*

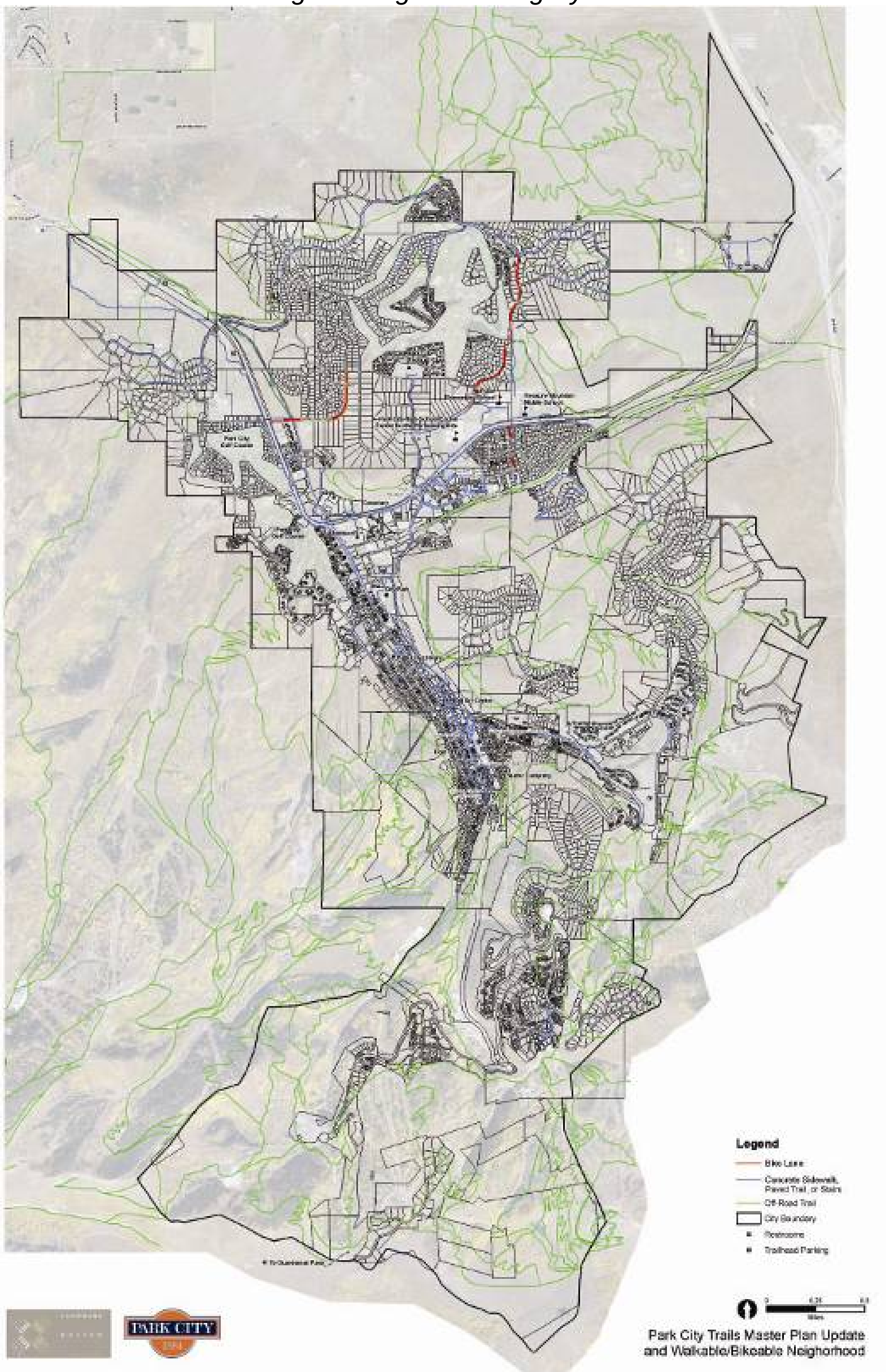
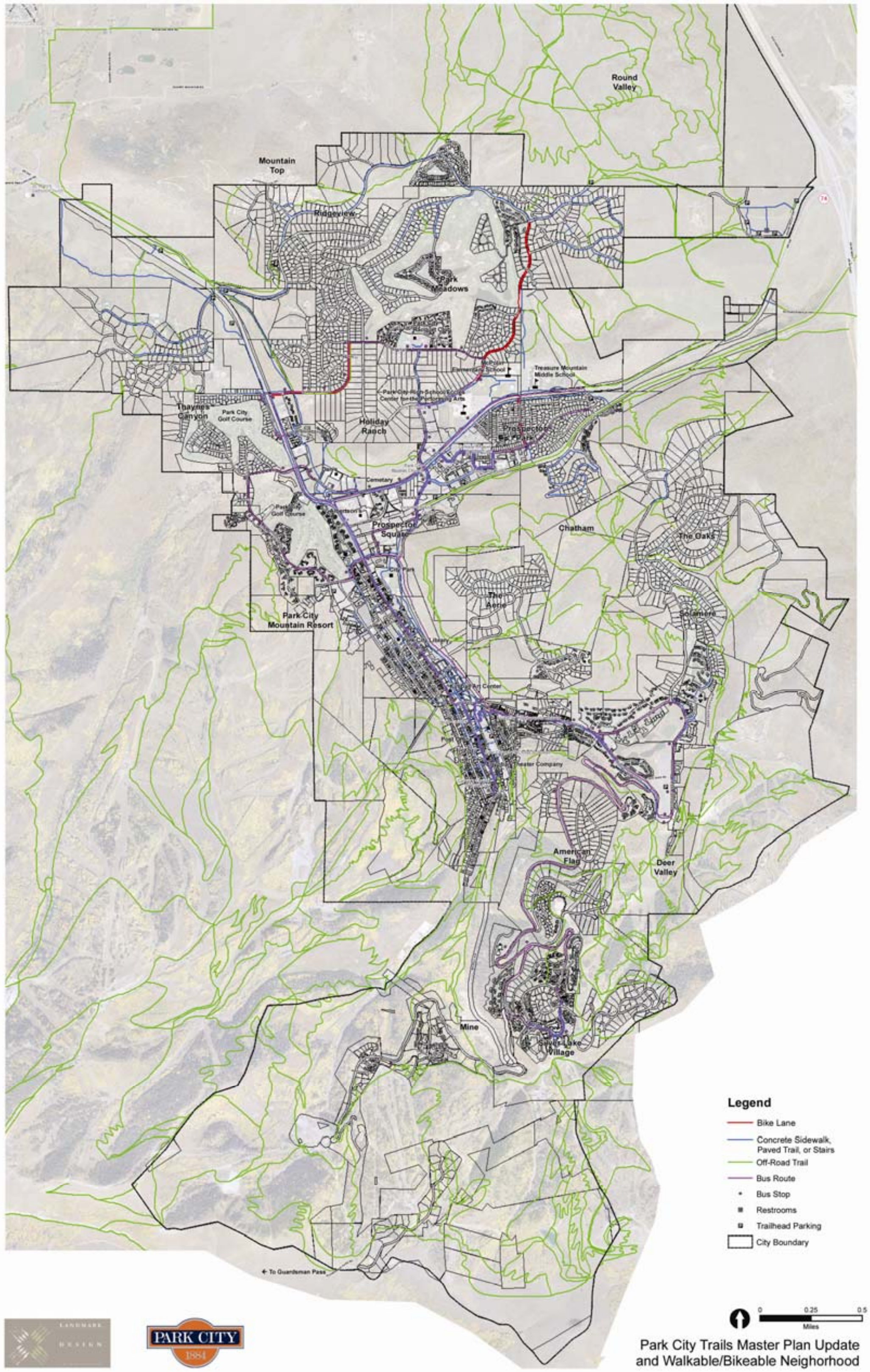


*Figure 2*
*Existing Destinations and Community Locations*



## 5.0 Walkability/Bikeability Planning Concept

The Park City Walkability/Planning Concept builds upon the well-established walking and biking system currently in place, while supporting enhancements that create a high-quality, interconnected system.

The Planning Concept envisions a “Spine System” that will serve as the primary Walking/Biking route. The "Spine System" is supported by a system of “Interconnected Neighborhood Linkages”. Together, the various sidewalks, trails, pathways and routes which comprise these systems provide a high-quality, interconnected system for walking and biking through the community, and for accessing trails beyond the city limits.

The “Spine System” (Figure 3), is only partially implemented at present. In order to be fully functional, it will ultimately incorporate a system of interconnected sidewalks and trails located along the edges of major thoroughfares (SR-224, SR-248 /Kearns Boulevard and Bonanza Drive).

The “Spine System” will provide good access to schools, shopping and work places, and easy connections with transit. The system also improves or eliminates crossings on busy roads, fixes current gaps and missing connections, will serve a large number of users, and maximizes underutilized existing walking and biking facilities to the greatest degree possible.

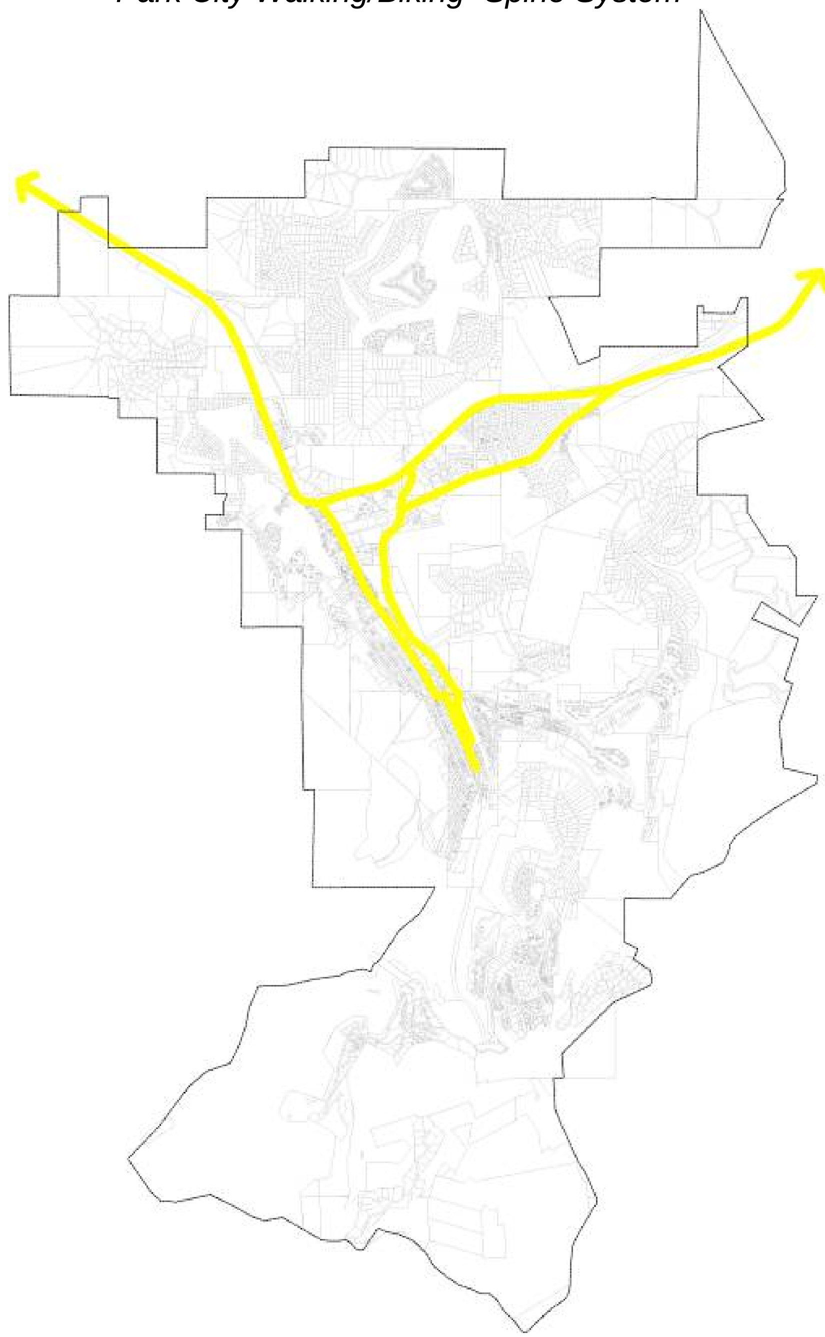
As illustrated in Figure 4, a system of “Interconnected Neighborhood Linkages” connects surrounding neighborhoods and districts with the “Spine System”, helping to create a high-quality, fully-connected walking and biking environment in the city. The range of walking and facilities which compose this system are by nature more diverse than those which make up the "Spine System" encompassing various sidewalks, pathways, trails and routes.

## 6.0 Walkability/Bikeability Recommendations: Goals and Policies

Specific walkability/bikeability enhancement projects and priorities are contained in the Park City Walkable/Bikeable Neighborhood Study (March 2007). The corresponding implementation and phasing recommendations contained in that study are supported in this update.

The Park City Walkable/Bikeable Neighborhood Study (March 2007) undertook an extensive and comprehensive process to identify projects and priorities. However, discretion should be afforded to the Park City Council and staff to use their judgment, experience, and institutional knowledge to determine the legitimacy and viability of individual projects. Costs included in the study do not generally include the enforcement and administrative costs of improvements. An example is a crosswalk where paint needs to be reapplied in subsequent years and enforcement of crosswalk regulations strains law enforcement resources. All walking/biking improvement projects, similar to other capital projects within Park City, need to be considered within the overall context of Park City as well as the

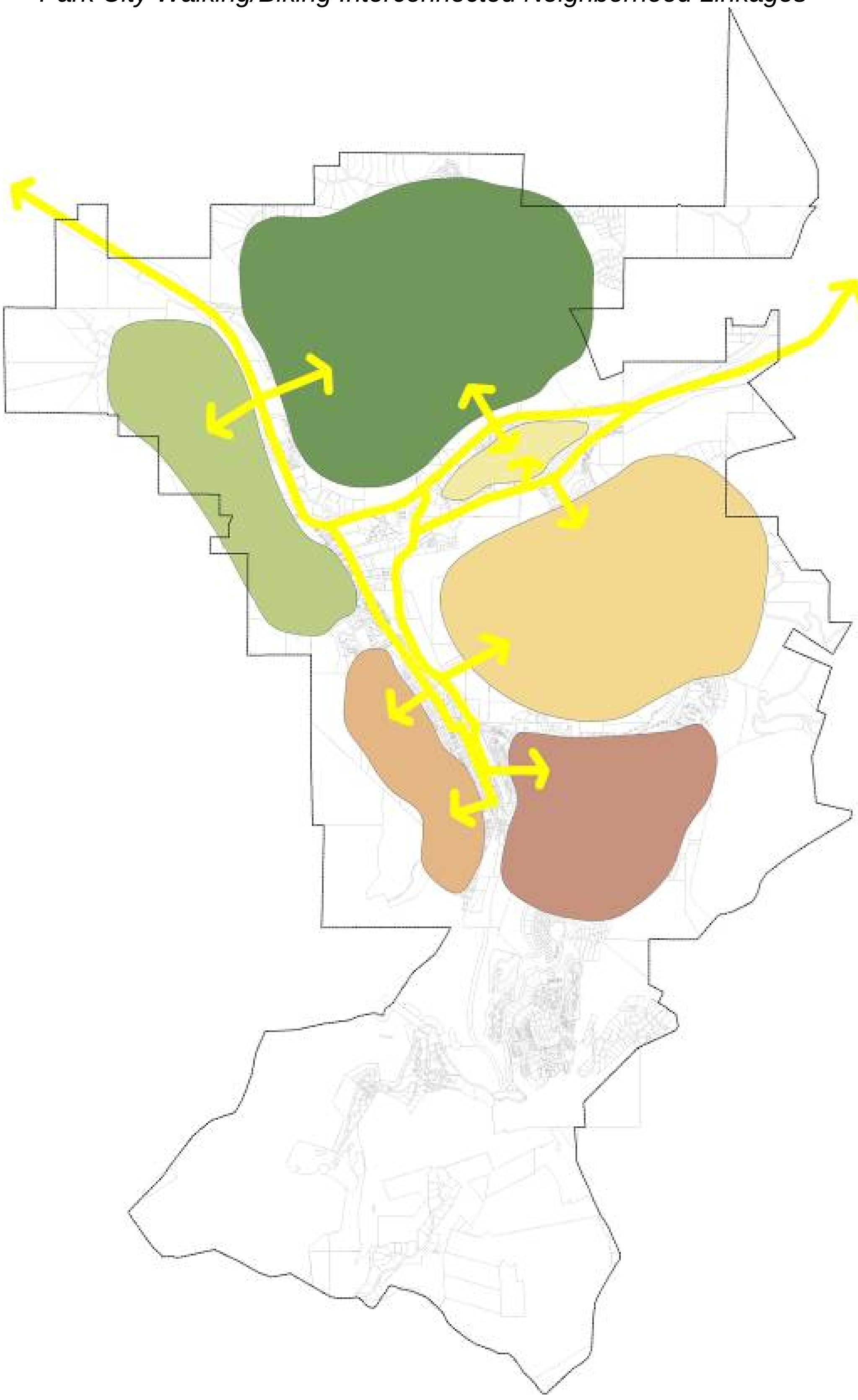
*Figure 3*
*Park City Walking/Biking "Spine System"*



existing traffic calming program, the Manual on Uniform Traffic Control Devices (MUTCD), and AASHTO design standards.

The following recommendations focus on maintenance and policy issues identified as part of the Park City Walkable/Bikeable Neighborhood Study (March 2007), and are intended to aide decision-makers as they address walkability and bikeability issues in the future.

*Figure 4*
*Park City Walking/Biking Interconnected Neighborhood Linkages*



**Goal 1**
**To promote walking and biking in Park City**

Policy: Improve existing walking and biking facilities in a manner that meets community desires and aspirations.

*Implementation Measure*: Review implementation actions outlined in the Park City Walkable/Bikeable Neighborhood Study (March 2007) on a regular basis and make adjustments as necessary.

Policy: Encourage pedestrian-friendly development and design within and near neighborhoods, districts and community destinations.

*Implementation Measure*: Evaluate future development and re-development proposals to ensure compliance with walking and biking needs and aspirations of the community.

*Implementation Measure*: Provide safe routes to school in all residential areas, utilizing a mix of sidewalks, trails and other design features as appropriate.

*Implementation Measure*: Link Park City's neighborhoods and destinations as part of a comprehensive system of trails and pathways.

Policy: Consider a wide range of "simple" enhancements to promote safe walking and biking in Park City.

*Implementation Measure*: Create a special fund to implement simple, on-going enhancement programs, such as striping and curb cut solutions.

*Implementation Measure*: Consider modifications of standard crossing solutions, including pedestrian "flags" and countdown pedestrian crossing lights.

**Goal 2**
**To ensure good maintenance of existing and future walking and biking facilities**

Policy: Ensure that snow removal is adequate to safely facilitate walking during winter months.

*Implementation Measure*: Review and update as appropriate the snow removal plan for all facilities comprising the Park City walking/ biking "Spine System".

*Implementation Measure*: Review and modify existing snow removal policy for non-"Spine System" facilities to ensure legislation is implementable and enforceable.

*Implementation Measure*: Review, modify and enforce as appropriate the snow removal policy for non-“Spine System” facilities by adjacent land owners and/or operators.

Policy: Ensure the lighting of walking and cycling facilities is adequate to safely facilitate walking during nighttime hours.

*Implementation Measure*: Provide pedestrian lighting along “Spine System” facilities in a judicious manner. Lighting solutions should be carefully developed to generally meet and acknowledge conflicting policies (night sky, in particular).

*Implementation Measure:* Light minor trails when appropriate and feasible according to street lighting standards for neighborhoods.

Policy: Provide walking/ biking signage that promotes wayfinding and safe movement through the community.

*Implementation Measure*: Design and develop a system of walking/ biking signage that is easy to read, attractive and part of coordinated standard furnishing palette solution.

*Implementation Measure*: Minimize the use of multiple sign locations, posts and standards to convey similar and related messages.

*Implementation Measure:* Adhere to the standards and requirements for signs as detailed in the Manual on Uniform Traffic Control Devices (MUTCD).

Policy: Maintain existing and future walking/ biking facilities according to industry and local standards.

*Implementation Measure*: Ensure ADA and common-sense accessibility standards are met as required.

*Implementation Measure:* Ensure AASHTO standards for trails are met as required.

**Goal 3**

**To ensure walking and biking policy and ordinances meet the needs and desires of the community**

Policy: Ensure that construction and maintenance budgets are adequate to meet needs and expectations

*Implementation Measure:* Conduct regular review of funding policies and make adjustments as required.

Policy: Promote educational efforts to inform and sensitize residents and visitors of the prominent role of walking and biking in the community.

*Implementation Measure:* Develop and fund a walking/biking educational program.

*Implementation Measure:* Promote walking and biking in Park City as part of a concerted marketing approach.

Policy: Merge local walking/ biking enhancement efforts with regional needs and desires.

*Implementation Measure:* Evaluate the development of park-and-ride lots and other means that encourage bicycle commuting.

# Exhibit B

**APPENDIX "C" MAINTENANCE COSTS**
**(Costs determined in 2008)**

**#8' - 10' Asphalt Multi-use Trails (Snow removal in Winter)**
**Approximately 11 miles** **Total Annual Cost:**
**$ 58,752**

TOTAL ANNUAL COST PER MILE: $ 5,341

| *YEARLY/ONGOING COSTS (2002 dollars)* | | *Total Cost Per Mile: $ 1,942.03* |
|---|---|---|
| Tree trimming | $20 equipment & $100 labor/11 miles | $ 10.90 |
| Sweeping | $25 equipment & $8 labor /11 miles | $ 32.00 |
| Noxious weed control | (contracted yearly) $8,000/11 miles | $ 727.72 |
| Snow plowing: | $232.14 equipment & $90 labor/storm@ 40/11 miles | $ 1,171.41 |

| *LONG TERM COSTS (2002 dollars)* | | *Total Cost Per Mile Per Year: $ 2,657.57* |
|---|---|---|
| Centerline striping | (Every 3 years: $250 total) | $ 7.58 |
| Asphalt slurry seal | (Every 3 years: $4,500) | $ 1,500.00 |
| Asphalt overlay (1") | (Every 15 years: $7,500/11 miles | $ 681.81 |
| Bollards | (Every 10 years: $1,700/set ) 7sets/11miles | $ 108.18 |
| Wood pole fence | (Every 10 years: $3,000) | $ 300.00 |
| Benches | 1/mile seal every 3 years replace 5% yearly | $ 60.00 |

**#8' - 10' Asphalt Multi-use Trails (No snow removal in Winter)**
**Approximately 9 miles** **Total Annual Cost:**
**$ 35,829**

TOTAL ANNUAL COST PER MILE: $ 3,981

*YEARLY/ONGOING COSTS* *Total Cost Per Mile*: $ 770.62

*LONG TERM COSTS* *Total Cost Per Mile Per Year:* $ 2,657.57

**#Concrete Sidewalks/Trails 5' width average (Snow removal in Winter)**
**Approximately 11 miles** **Total Annual Cost: $ 27,445**

TOTAL ANNUAL COST PER MILE: $ 2,495

*YEARLY/ONGOING COSTS* *Total Cost Per Mile*: *$ 1,414.31*

| | | |
|---|---|---|
| Tree trimming | $20.00 equipment $100.00 labor / 11miles | $ 10.90 |
| Sweeping | $25.00 equipment $8.00 labor (Per mile) | $ 32.00 |
| Weed control | Crack weed control $100.00 per mile 2 per year | $ 200.00 |
| Snow plowing | $232.14 equipment & $90 labor/storm @ 40/11miles | $ 1,171.41 |

*LONG TERM COSTS* *Total Cost Per Mile Per Year: $ 734.85*

| | | |
|---|---|---|
| Centerline striping | (Every 3 years: $250 total) | $ 7.58 |
| Replace Concrete Sections | (2500 s.f./year @ $3.2/11 | $ 727.27 |
| Wood pole fence | (Every 10 years) | $ No service |
| Benches | (Every 3 years) | $ No service |

**#Concrete Sidewalks/Trails (No snow removal in Winter)**
**Approximately 12 miles** **Total Annual Cost: $ 13,632**

TOTAL ANNUAL COST PER MILE: $ 1,136

*YEARLY/ONGOING COSTS* *Total Cost Per Mile*: $ 242.90

*LONG TERM COSTS* *Total Cost Per Mile Per Year:* $ 734.85

**#Unpaved Trails (No snow removal in Winter. Possible future grooming)**
**Approximately 8 miles** **Total Annual Cost: $ 2,740**

TOTAL ANNUAL COST PER MILE: $ 685.00

*YEARLY/ONGOING COSTS* *Total Cost Per Mile*: *$ 30.00*

| | | |
|---|---|---|
| Tree trimming | $20.00 equipment $100.00 labor / 4miles | $ 30.00 |
| Magnesium Chloride Treatment | | $ 2000.00/mile |
| Sweeping | ($40/hr sweeper covers 2miles/hr | $ No service |
| Weed control | ($80/hr) | $ No service |

*LONG TERM COSTS* *Total Cost Per Mile Per Year:* *$ 560.00*

| | | |
|---|---|---|
| Re-grade/Add material | Every 10 years: $200 equip. mat. labor/yr | $ 200.00 |
| Wood pole fence | (Every 10 years: $3,000) | $ 300.00 |
| Benches | 1/mile (seal every 3 years) replace 5% yearly | $ 60.00 |

**#Painted Lane in the Street**
**Approximately 4 miles** **Total Annual Cost: $ 4,784**

TOTAL ANNUAL COST PER MILE: $1,196

*YEARLY/ONGOING COSTS* *Total Cost Per Mile*: $ 1,000.00

| | | |
|---|---|---|
| Sweeping | | Included in budget for Streets |
| Re-striping | Twice/year | $ 1,000.00 |

*LONG TERM COSTS* *Total Cost Per Mile Per Year:* $ 30.00

| | | |
|---|---|---|
| Tree trimming | $20.00 equipment $100.00 labor /4 | $ 30.00 |

**Back-Country/Single-track**
**Approximately 48 miles** **Total Annual Cost: $10,440**

*LONG TERM COSTS* *Total Cost Per Mile Per Year:* *$ 200.00*

| | | |
|---|---|---|
| General Maintenance/Vegetation Clearing | $20.00/hr/personnel | $ 20.00 |
| Construction/Maintenance Management (Trails Coordinator)/hr | | $ 17.50 |

**Trail-head Parking Areas (Not including Round Valley Way/Cove trail heads schedules for Fall ’08)**
**Approximately 5: 30 spaces (10 paved)**
**(Build-out 8: 44 spaces (30 paved))**

**Total Annual Current Cost: $ 2,357**

| | | |
|---|---|---|
| *YEARLY/ONGOING COSTS* | *Total Cost Per Year*: | $ 1,858 |
| Snow Removal (may contract with MTF) | | $ Not presently |
| Trash | Check and empty every day 1.00 each | $ 1,600.00 |

| | | |
|---|---|---|
| *LONG TERM COSTS* | *Total Cost Per Space Per Year (paved):* | $ 35.00 |
| Striping | Every 3 years: 450/10 | $ 15.00 |
| Asphalt Seal Coat | | $ .25/sq.ft |
| Asphalt Overlay (1") | Every 15 years: 750/10 | $ 5.00 |
| Crack Seal | | $ .10/linear ft |

| | | |
|---|---|---|
| *LONG TERM COSTS* | *Total Cost Per Year:* | $ 118.00 |
| Kiosks | Re-stain every 3 years:$33 5%/year: $75 | $ 108.00 |
| Maps (updated 2009) | | $ 100.00ea |

**Signs and Markers**

**Total Annual Cost: $ N/A**

*Replacement and update for 2009 season:*
*40 Carsonite markers: $1000*
*100 stickers: $400*
*50 trex posts: $2500*
*200 placards: $1500*
**Total 2009 update: $5400**

| | | |
|---|---|---|
| Carsonite markers | | $ 25.00ea |
| Stickers | | $ 4.00ea |
| Placards | Replace every 6 years | $ 7.50ea |
| *Wood/metal post signs | (Replace 5%) 2@$85 | $ 170.00 |
| Trex 5x5 posts (replace wood posts) | | $ 49.50 ea |

*From Trails Budget
#2002 Public Works (needs revision)

**TOTAL ANNUAL MAINTENANCE COST FOR ALL TRAILS: $155,979**

# Exhibit C
# September 10, 2008 Planning Commission Minutes

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
SEPTEMBER 10, 2008

3. Trails Master Plan - Walkability Addendum

Jonathan Weidenhamer from the City Sustainability Department introduce Matt Twombley the City Parks Planner and former Trails Coordinator, and Heinrich Deeter, the new City Trails Coordinator. Mr. Weidenhamer stated that the objective was to provide an update to the existing trails master plan in the form of an added chapter to recognize the City's walkability and bikeability efforts.

Mr. Weidenhamer reported that the walkability efforts began in 2005 with a series of neighborhood traffic calming issues that they are continuing to work through. The idea was to take a comprehensive look at the entire community and try to understand the walkable and bikeable needs for the entire City and not just one neighborhood or area. Mr. Weidenhamer stated that In October 2006 the City entered into a contract with Landmark Design, planning consulting firm. There are two parts to that contract. The first was a list of prioritized capital projects, which started with $2 million of projects quickly marked into a $15 million walkability bond and the creation of a public committee to make recommendation on bond spending. Mr. Weidenhamer noted that Commissioners Russack and Pettit were the Planning Commission representatives on that committee. Commissioner Strachan was appointed as a member of the public at large.

Mr. Weidenhamer stated that the $15 million was used to retrofit the last 25 years of development in neighborhoods and areas that needed to be fixed and made better. He explained that the proposed addendum to the trails master plan is intended to provide a series of guiding documents. He clarified that it is a series of formalized guidelines and not LMC amendments. Mr. Weidenhamer stated that because a subdivision process or a master planned development process usually triggers a review by the Trails Master Plan, the idea is to bring all new development under this supporting policy document of the Trails Master Plan. He remarked that the City Council adopted this addendum by resolution and they felt it was appropriate for the Planning Commission to make a recommendation on it, particularly in consideration of the fact that the MPD and subdivision ordinances trigger review of this document.

Mr. Weidenhamer stated that the Park City Walkability and Bikeability Vision supports five goals, which were outlined in the Staff report. Those five goals were used to prioritize the list of capital projects and they are reinforced in the added chapter. He noted that the goals are safety, efficiency, enhances regional connections, local connections and cost and maintenance.

Mr. Weidenhamer stated that the second major part of this addendum is a planning concept and that concept is a spine system, which is to make sure they have good local and regional connections to all neighborhoods and business districts. Recommended projects at approximately $6 or $7 million dollars were drafted and supported. Mr. Weidenhamer stated that the last major section of the addendum includes goals, policies and supporting implementation measures. They address items such as maintenance, lighting and snow removal.

Mr. Weidenhamer noted that the Planning Commission reviewed this addendum twice last summer. During those meetings the Commissioners asked if there was a better opportunity to create more sense of community or sense of place through better aesthetic designs. Mr. Weidenhamer stated that their question was not address in this addendum and he preferred not to do that at this time. He preferred to move this addendum to the City Council through a positive recommendation this evening. However, if the Planning Commission had additional interest or items they would like to focus on through stronger policy statements or ordinances, he was happy to take their input and recommendations to the City Council.

Chair Thomas asked if Mr. Weidenhamer would be willing to adress the issue of aesthetic consideration in the future. Mr. Weidenhamer stated that he would.

Chair Thomas opened the public hearing.

There was no comment.

Chair Thomas closed the public hearing.

Commissioner Murphy clarified that the entire $13.5 million has already been allocated. Mr. Weidenhamer answered yes and noted that it was done with the support of the committee and the City Council. After five months they weighed in on a list of 105 projects and came up with an implementation schedule and budget, which then went to City Council. Mr. Weidenhamer stated that they could expect to see a lot of work done over the next three years and then the longer terms projects will take three to five years.

Commissioner Strachan asked if there were any conflicts in this addendum with the Old Trails master plan that they had to strive to change. Matt Twombley stated that the Trails Master Plan is a set of guidelines and this addendum extrapolates on those guidelines in terms of walkability and bikeability. Commissioner Strachan asked if there are duplicates in the old Trails Master Plan that could be stricken because of the addendum. Mr. Twombley stated that it all dovetails together. He did not believe there was much duplication.

Commissioner Strachan preferred to see a smaller concise document that the developers can easily read if they plan to develop a project in Park City. Mr. Weidenhamer felt it was important for the document to remain flexible to fit a community need as opposed to a dictated regulatory solution. He thought it would be a good idea to have an executive summary.

Commissioner Strachan stated that the Walkability Committee looked at maintenance costs and allocated money based on those costs. He asked if those same costs were reflected in Appendix C or whether Appendix C needed to be revamped. Mr. Twombley remarked that the costs were determined in 2002 and they should go through and adjust those figures. He did not believe the WALC addendum specifically addresses maintenance costs. It has more to do with the general guidelines for walkability. Commissioner Strachan stated that if they are going to relook at the document with aesthetics in mind, they should also revamp those costs to reflect the accurate numbers.

Commissioner Pettit stated that the WALC committee effort was unique because very committed citizens were involved in that program. She has visited a number of communities in the west and the ones that work best or those with a great trails system in place that makes it easy for people to walk and bike and live the lifestyle they want in a mountain community. She supported taking whatever steps they can to create more of those opportunities. Commissioner Pettit understood that the Planning Commission wants to discuss aesthetics and think holistically in terms of their proactive vision for the community. She felt they should move this addendum forward so they have something in place that can be implemented for future development and work on the aesthetics aspects through other avenues. Commissioner Wintzer concurred.

MOTION: Commissioner Wintzer moved to forward a POSITIVE recommendation to the City Council to adopt the addendum to the Trails Master Plan. Commissioner Pettit seconded the motion.

VOTE: The motion passed unanimously.

## City Council Staff Report

**Subject:** McPolin Farm Strategic Plan
**Author:** Jon Weidenhamer, Denise Carey, Matt Twombly
**Department:** Recreation, Sustainability
**Date:** October 16, 2008
**Type of Item:** Administrative

**Summary Recommendations:**
Review and approve Strategic Plan and Capital Improvements for the McPolin Farm.

**Background:**
Council asked staff to return with a refined plan to reflect Council's comments from the September 11, 2008 meeting including:

- Formal adoption of Strategic Plan,
  - Update of Prioritization Chart
- Prioritization of completing hard-surfaced trails
- Update funding options as part of FY 2010 Budget

**Analysis:**
Staff finds improving walkability and providing (ADA) accessibility are a priority for Park City and is consistent with the Strategic Plan. As trail use has increased substantially each year by the community and tourists, staff furthermore finds adding a cultural display of antique farm equipment will add to the draw of the facility, and improve the experience of the visitor.

<u>Trail connecting SR 248 Underpass to Barn</u>
The strategic plan for the Farm was reviewed by Council September 11, 2008. Improvements that increased the accessibility to the property were discussed as a high priority, along with the items that increased the safety of those who visit the farm (Exhibit C). Although the paving of the driveway, ADA access and trail were the highest priority comments from Council focused on

As part of the walkability and ADA access, staff plans on connecting the concrete driveway just past the bridge with an asphalt trail on the North side of the berm accessing the antique equipment display signs and connecting the plaza. Staff is recommending asphalt because of its properties of being more flexible and less expensive, and where it is less visual in this location. However, we are committed to bringing design and cost alternatives in the spring as part of the contract bid package. The trail needs to go around the berm where the section of driveway from the bridge to the plaza does not meet ADA requirements, but the longer trail around the berm as proposed will meet ADA. The trail will then connect to Farm trail above the shed and farmhouse providing the connection of the Farm trail to the McLeod Creek Trail across/under the highway as identified in the WALC priorities. The estimated cost of construction is $35,000 to $50,000

Budget

The McPolin Farm currently has $224,658 in CIP budget with an additional $50,000 approved for 2009. The restrooms in the shed are available for public use seven days a week and are beginning to show wear and in need of maintenance. Staff is requesting that Council consider directing staff to return during the FY 2010 budget with a plan to continue necessary operations and maintenance as well as address long-term replacement of the facilities. Per Council direction on September 11, 2008, this will include a series of options including asset management, CIP, and annual budgets.

During approval of the 2009 budget Council allocated $50,000 of the walkability bond to pay for the connection of the SR248 underpass to the farm trail. A concrete trail will cost significantly more than asphalt, up to $3.00 more per square foot. Staff worked with Stantec Project Manager, Eric Winters, to assess the ADA accessibility and trail connection draft plan and cost estimate. At this time we are working toward a time and materials contract with a cost not to exceed $11,000.00 for the survey and engineering design.

The Friends of the Farm applied for and received a $20,000 Restaurant Tax Grant for the farm equipment and signs. This element is expected to cost $20,000-$30,000. The Friends have $16,800 in the revenue account held in the City budget to be used to foster community use of the farm, and applied to this project.

**Department Review**

Recreation, Sustainability, Legal, and the City Manager have reviewed this report.

**Consequences of not taking the recommended action:**

Display of the interpretive signs supporting the antique farm equipment will not occur. Grant money will need to be refunded. The only ADA accessibility to the Farm will continue by appointment only (to unlock the gate).

**Recommendation:**

Review and approve the attached Strategic Plan, Capital Improvements and Administrative Policy. for the McPolin Farm and provide specific direction. Staff recommends 1) Installation of a paved (ADA) connection from the SR 224 underpass to the barn and shed; 2) Installation of a paved trail that will allow display of antique farm equipment; and directing staff to display the farm equipment immediately; 3) directing staff to return during the 2010 budget with a plan for maintenance of improvements and long term replacement of facilities at the barn; and

**Exhibits**

**Exhibit A – Farm Strategic Plan w/ attachments Capital Improvments, Administrative Policy, Site Plan**

**Resolution No. ___**

**RESOLUTION ADOPTNIG A STRATEGIC PLAN FOR THE MC POLIN FARM AND ADOPTING AN ADMINISTRATIVE POLICY FOR USE OF THE FARM COMPOUND AND BUILDINGS IN PARK CITY, UTAH**

WHEREAS, from time to time the City Council deems it appropriate to implement strategic plans to appropriately plan for, manage, operate and protect its valuable assets and resources, including but not limited to playing fields, facilities, entry corridors, water, and other City-owned properties; and

WHEREAS, formulating a Strategic Plan for the McPolin Farm including an Administrative Policy for the Farm compound and buildings is integral to successfully plan for, manage, operate and protect this historical landmark and as importantly, share meaningful information with the citizenry on the property's historical background, purpose, public use, policy and future improvements; and

WHEREAS, the City Council discussed the strategic plan and other related matters on September 11, 2008 and September 18, 2008;

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council hereby adopt:

**<u>SECTION 1. ADOPTION OF A STRATEGIC PLAN FOR THE MC POLIN FARM INCLUDING AN ADMINISTRATIVE POLICY FOR THE FARM COMPOUND AND BUILDINGS</u>.** Exhibit A is hereby adopted.

**<u>SECTION 2. EFFECTIVE DATE</u>.** This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 16th day of October, 2008.

PARK CITY MUNICIPAL CORPORATION

__________________________________
Mayor Dana Williams

Attest:

____________________________
Janet M. Scott, City Recorder

Approved as to form:

____________________________
Mark D. Harrington, City Attorney

**MCPOLIN**  **FARM**

**STRATEGIC PLAN**

**MCPOLIN FARM STRATEGIC PLAN**
**TABLE OF CONTENTS**

**PROPERTY BACKGROUND**
Park City, in an effort to protect and enhance the entry corridor and preserve open space, purchased several parcels of land from Dr. D.A. Osguthorpe in October 1990. This purchase included the meadow and barn, and the sage hillside on the east side of S.R. 224.

The original 160-acre farm was homesteaded in 1886 by the Harrison McLane family and acquired by Isabelle and Dan McPolin around 1900. In 1908 the McPolins erected the barn of recycled timber salvaged from an old tailings mill. The barn was built by fitting timbers together without the use of nails. The barn is 7,468 square feet including the loft, and the milking parlor, added in the 1950's, is 1,500 square feet.

The McPolin house is a somewhat smaller replica of the original structure, which was moved to this location in two pieces in the early 1920's, the farm house is 400 square feet. Prior to its relocation it served as a mine office. The reconstructed house is similar in outward appearance to the original Pyramid Cottage type house, which reflects early 20th century Park City architecture. The reconstructed equipment shed houses restrooms and meeting space.

Patrick and Grace McPolin inherited the farm in 1923 and operated it as a dairy farm until they sold it to D. A. Osguthorpe, a Salt Lake veterinarian, in 1948. He increased the herd to 100 and built the milking parlor. The old house burned shortly after Osguthorpe purchased the farm. A concrete block house was built across the highway where members of the family lived until Park City purchased the farm in 1990.

In May 1991, the City hosted a site visit and Public Meeting to gather citizen input and begin the planning process for the property.  The discussion focused primarily on the meadow and the barn.  For instance, the Chamber and Visitors Bureau expressed an interest in using a portion of the barn for their offices and as a visitor center.  In order to test the feasibility of renovating the barn and bringing it up to building code standards for human occupation, the City in conjunction with the Chamber and Visitors Bureau commissioned a study on the technical feasibility of a variety of renovation options, including: 1) minimal improvements to retain the barn s a 'cultural icon', but without human occupation; and, 2) improving the structure for the Chamber and Visitors Bureau or similar uses with additional high occupancy uses on the 2$^{nd}$ floor.

Even before the architectural renovation and structural study was completed it became obvious that certain clean up, security and structural work would have to be undertaken to safeguard the barn.  The City commissioned a detailed survey of the property and further instructed Public Works Department to install security lighting, clean out the barn and install cables in an attempt to bring the barn back into structural alignment.  The work performed by the City was necessary regardless of any final determination made on the barn's eventual use short of demolition, which was not a popular alternative.

Upon purchasing the Osguthorpe property the City received several requests to use the barn and meadow for a variety of commercial and recreational uses.  The most feasible request at that time was to extend White Pine Touring's cross country ski lease to include the meadow in addition to the golf course.

Timeline since City Ownership

| | |
|---|---|
| October 1990 | Property acquired |
| 1992 | Landmark Symposiums conducted –no specific recommendations developed, consensus was to proceed cautiously with an environmentally sensitive plan for passive recreation use and open space preservation |
| 1994-1995 | Entry Corridor Master Plan – Parks, Recreation, Beautification Board |
| 1997 Fall | Staff and PRBB submit 2 year capital improvement plan to City Council<br>Secure the barn – install fire prevention system & alarm<br>Remove hazards and dangerous conditions that exist in area<br>Improve access<br>Restore original landscaping and make modest improvements |
| 1998 Summer | Work completed on fire suppression system |
| 1998 October | Contract signed w/Gardner & Boswell for Shed & Farmhouse |
| 2000 | Work completed on Shed and Farmhouse |
| 2001 | CUP for limited uses at the Farm, City sponsored events only |
| 2003 | CUP modified for limited uses at the Farm, City sponsored events y |
| 2004 | Farm placed on the National Historic Register |
| 2006 | CUP extended for limited uses at the Farm, City sponsored events |

**Structural/Occupancy and Capital Improvement Projects to Date**

The barn has a crawl space, first floor and second floor. The first floor is divided into three bays which run the entire length of the building in a north/south direction. Each bay is supported entirely by two lines of beams and the foundation supporting them has been proven inadequate to carry the loads placed on the building and a fair amount of settling has occurred. The City has installed an internal tension cable system in an attempt to bring the building back into alignment. The upper level of the barn is a large undivided space that was used for storing hay and currently stores excess city trash cans for event use.

The City hired renovation architects to evaluate the barn and its potential for reuse. Their report stated that "As with many of the buildings that the City has undertaken the Osguthorpe Barn is to some extent a labor of love". It will be hard to justify renovating the barn for intensive community use based on economic considerations alone. While it is feasible to maintain the structure as a cultural icon by repairing the siding, replacing the roof, and performing other weatherproofing functions for approximately $150,000 - $200,000, it will require upwards of $1.5 million to renovate the barn for community use.

A majority of the Capital Improvements to the property have taken place on the shed, farmhouse and accessory structures. The Friends of the Farm have previously applied for and received Restaurant Tax Grants to assist in the rehabilitation of the outbuildings and an antique farm equipment display.

In 2004, the Planning Commission approved the construction of a Trailhead parking lot on the east side of S.R. 224. The parking lot was completed in 2005 and includes 25 parking spaces.

**Current Uses**

The farm is located in the Recreation Open Space (ROS) District. A Conditional Use Permit application was submitted in 1999 requesting specific uses that would fall under "public recreation facilities" as defined in the Land Management Code. The timing of the application coincided with the completion of the reconstruction to the shed and residence building.

In September 1999 the Planning Commission and Parks, Recreation and Beautification Board conducted a site visit to the farm property to provide input and direction on an Administrative Policy for use of the property. The uses were broken into two categories: 1) Passive Use; and 2) Active Use. Passive Use would include among other things, walking, jogging, biking trails and cross country skiing. Active Use would include public assembly of 50 – 100 people so as not to interfere with the open space character of the farm.

In 2001, the Planning Commission approved a conditional Use Permit for eight (8) City Council sponsored one-day special events per year. No single event shall exceed a 100 person maximum per year. As a result of that approval the following events occurred:

<u>2001 Events</u>
June 15 2001 – Open House at Farm
September 2001 – Friends of Farm Board formed

<u>2002 Events</u>
June 22 – Paint the Barn Day – Local Artists attended and painted the barn
July 21 – International Music Festival Concert
August – Mary Beth Maziarz Concert
October – Scarecrow Festival

In 2003, the original Conditional Use Permit required an additional review before the Planning Commission. At that time Staff requested that the Commission review modifications that included an increase of events to 12 per year and an increase to 150 people at the farm for events. On June 5th the Planning Commission approved the Conditional Use Permit with the requested modifications. Since that decision the following events have take place:

<u>2003 Events</u>
June 7 Sheep shearing demonstration

| | |
|---|---|
| July 20 | Motherlode Canyon Band Concert |
| August | Rich Wyman Concert |
| | Annual meeting for FOF & Walking Tour and lunch with Hal Compton |
| September 6 | Round Valley Riders Concert |
| October 4 | Scarecrow Festival |
| February 04 | Snowshoe/cross country evening event |

<u>2004 Events</u>

| | |
|---|---|
| May 22 | FOF Annual Meeting |
| July 10 | Historical Celebration – Day Event |
| July 10 | Hoe Down and Pig Roast |
| October 2 | Scarecrow Festival |

<u>2005 Events</u>

| | |
|---|---|
| February 26 | Snowshoe/cross country evening event |
| May 6 | Children's Educational Seminar |
| May 14 | FOF Annual Meeting |
| July 16 | Hoe Down and Pig Roast |
| September 10 | Scarecrow Festival |

**Friends of the Farm**

The Friends of the Farm is a volunteer group formed to foster community use of the Farm. They offer occasional small community events for Park City families under the Conditional Use Permit for the property. The admission collected from the events is used to fund improvements prioritized by the Friends of the Farm. The Friends of the Farm have received Restaurant Tax Grants to rehabilitate the outbuildings on the property. The end use for the structures includes furnishings from the 1900's. This plan boosts the City's efforts in promoting Cultural Tourism.

**Capital Improvements**

Outlined in Table 1 is a prioritized list of Capital Improvements for the Farm property. The prioritization of the items came from an internal group of City Staff which included the Capital Projects Department and Building Department. Improvements that increased the accessibility to the property were listed as high, along with items that would increase the safety to those who visited the property. The timeline is separated by months. High priority is listed to items which need completion within 18 months. The remaining items are given a priority from 36 months to 60 months.

<u>Historic Nature of the Property</u>

Due to its placement on the National Historic Register and its prominent place in the minds of the community, all improvements that were listed as aiding in the preservation of the structure were listed as high. Many of the items such as painting and chimney repair will be reoccurring items. Both the Facilities Department and Building Maintenance Department are working to outline those reoccurring items and add them to a schedule and budget to ensure they are monitored in future years.

Cultural Tourism
Council has placed a priority on supporting Cultural Tourism through their Economic Development Plan. Capital Improvements that increase access to the property and around the buildings were listed high. Council has stated a desire for passive community use of the property for those specifically visiting the farm and for those walking or biking on the trails surrounding the property.

Surrounding Property
In 2007, the Council placed a conservation easement on the property surrounding the farm to guarantee its existence "as-is" for future generations. All improvements to or within the conservation easement area requires review by the Summit Land Conservancy. Three items were listed on the Capital Improvement list that would improve the status of the property; Noxious Weed Control on Fields, Grading and seeding to extend x-country ski season and reseeding of the alfalfa field.

Costs
The current capital improvement budget for the McPolin Farm contains approximately $221,000. As prioritized and estimated, the cost to complete the high priority items range from $264,000 to $322,200. At this time, no additional money is allocated into the Capital Improvement fund for the barn.

**Property Uses**
Since 2003, the Conditional Use Permit for the farm allows the City to host 12 community events with a maximum number of 150 people at each event. City staff receives weekly calls from the community requesting use of the property for weddings, reunions and other private functions. The Conditional Use Permit does not permit such activity.

The City Council states their desire for passive community use of the property for those specifically visiting the farm and for those walking or biking on the trails surrounding the property. While the attached chart outlining potential uses suggests an option to try a select number of private events, the internal group of City Staff evaluating the uses has listed this as a low priority due to the comments received from City Council. Instead, passive uses that do not interrupt community use have been listed at a higher priority. Those items include: Interpretive Display in Barn; Walking tours of the property and Educational Seminar on the Farm.

The Friends of the Farm advocate the development of a process to allow other community groups to apply for use of the Farm for new community events. These selected events would fall under the existing Conditional Use Permit which allows a total of 12 events per year. A suggested process is to set a date for the submittal of requests which would be reviewed by a selected committee that includes members of the Friends of the Farm and City staff. The committee would make a recommendation to the City Council to consider "sponsoring" the events so that they may take place at the farm. Criteria such as open to the public, preserving the historic nature and parking could be used to select events.  The additional events could provide a rental income for the property which in turn could be used to assist in funding the capital improvements needed.

**Summary**

Since acquiring the McPolin farm and associated property in 1990, the City has invested in capital improvements to make the property accessible for passive use by the community.  For the past five years, small community events produced by the Friends of the Farm have increased the community's awareness of the property.  The placement of the property on the National Historic Register has rejuvenated the City's commitment to the property.  Needed capital improvements that would sustain the historic nature of the structures have been outlined.  Staff recommendation to continue the passive use of the property, and look into potential use of all 12 events days permitted within the Conditional Use Permit that will further nurture the citizen's pride for this landmark.

## THE PARK CITY FARM STRATEGIC PLAN

## ADMINISTRATIVE POLICY FOR USE OF THE FARM COMPOUND AND BUILDINGS

The Park City Farm is a public facility owned and operated by Park City Municipal Corporation and is administered by the Recreation Services Department of Park City Municipal Corporation. The Park City Farm serves the community by hosting educational programs and a variety of events for the community. The Mission Statement of the Park City Farm is:

> The Park City Farm is a very important symbol in the public consciousness and a focal point for Park City, the citizens of Park City wish to retain and preserve the historic quality of the buildings, focus on the local use of the building; maintain public access, maintain the intimate high quality atmosphere and foster community use of the Farm.

The goals for the Park City Farm are to:

* offer community access at no fee or a reasonable fee
* limit the amount of private (building completely closed) use, must be approved by staff and City Council
* balance the use of the facility among the ENTIRE community
* flexible use: building responds to changing needs of community
* preserve the historic and sentimental integrity of the Park City Farm as open space
* protect Farm from overuse

### SECTION 1. PURPOSE

The purpose of this policy is to ensure that the community's expectations are upheld with respect to the use of the Farm compound and its buildings.

This policy attempts to codify all of the use guidelines that currently exist in a variety of City documents and establishes new policy regarding the permitted uses for, and access to the Farm compound and it's buildings. This policy includes; A) General policy guidelines; B) Priorities for use. and C) Reservation requirements.

## SECTION 2. DEFINITIONS

A) Farm - Farm compound of buildings including the Barn, Shed, Farmhouse, related outbuildings and the grounds. (See attached map)

B) Barn - No definition necessary.

C) Shed - Building located on the north side of the compound housing restrooms, day locker area and meeting room.

D) Farmhouse - Small house located in the center of the Farm.

E) Outbuildings - Small buildings located around Farm property.

F) City - City of Park City or its representative.

G) Event - Any contracted activity, including but not limited to special events, exhibitions, social gatherings and educational activities.

H) Lessee - Any person or entity contracting with the City to produce, organize, direct or manage any event at the Farm.

## SECTION 3. GENERAL POLICY GUIDELINES

A) The Farm shall be open and accessible to the general public year round, weather permitting. Farm hours will be from 8:00 am to 9:00 pm daily. The Farm will only be available for general public limited use during the winter months, however, the property (restrooms) will be accessible during the winter to fee use only cross-country skiers. General admission to the farm may be denied during certain Events.

B) Events will be limited in size and number so as not to interfere with the “open space” character of the Farm. Passive summer events sponsored or co-sponsored by the City or a Lessee shall be limited to not more than 150 (one hundred fifty) people in the vicinity of the Farm. Events taking place at the Farm shall be limited to no more than 12 (twelve) days annually.

The City Council may grant exceptions to this policy, provided a recommendation to do so is forwarded by Park City Municipal staff.

C) Access to the Farm will be limited. Vehicle parking will be located on the east side of Highway 224, however, only 25 parking spaces will be provided. Non- vehicular access to the Farm will be encouraged as good trail access exists from all directions. Car pooling and bussing will also be encouraged.

D) Anyone wishing to produce an event or organize any activity at the Farm that is not sponsored or co-sponsored by the city, shall obtain the necessary permits from the City and pay the appropriate fees. The lessee has the responsibility to obtain any additional permits and licenses required by any other City, County or State jurisdictions. Use fees and reservation requirements will be identified on a per use basis.

E) Any Event taking place in the Shed shall be limited to no more than 75 (seventy five) people. Appropriate uses for the Shed include but are not limited to meetings, educational activities and exhibitions. The Shed may serve as a warming facility for cross-country skiers during the winter months and may serve as a staging area for ski races and like events. Amenities include restrooms, small locker area, reception area, small food prep area and storage.

F) The Farmhouse primary function will be to serve as a visitor center. Antiques will be placed inside and a pictorial history of the Farm will be displayed. The farmhouse display can be viewed without entering the building and will be open to the public on a very limited basis.

G) The Barn is not available for public use and access will only be allowed on a very limited and highly supervised basis.

H) The Grounds are very attractive and may be desirable for outdoor functions during the summer. Outdoor use will be permitted provided the “General Policy Guidelines” are followed. Amenities include lawn area, picnic tables, large patio, trees and nearby stream.

## SECTION 4. PRIORITIES FOR USE

A) The regular and routine business of Park City Municipal Corporation shall receive primary and priority use of the Farm. Uses include but are not limited to meetings, City sponsored events, organized programs, activities and social functions.

B) Other uses are prioritized;

1) Community programs, events, meetings, celebrations, etc. held specifically for residents and non-profit organizations of the Park City community.

2) Fund raising activities held to benefit local non-profit organizations or causes as approved by staff and City Council.

3) Other uses that would be of a public nature and have an economic benefit to the City.

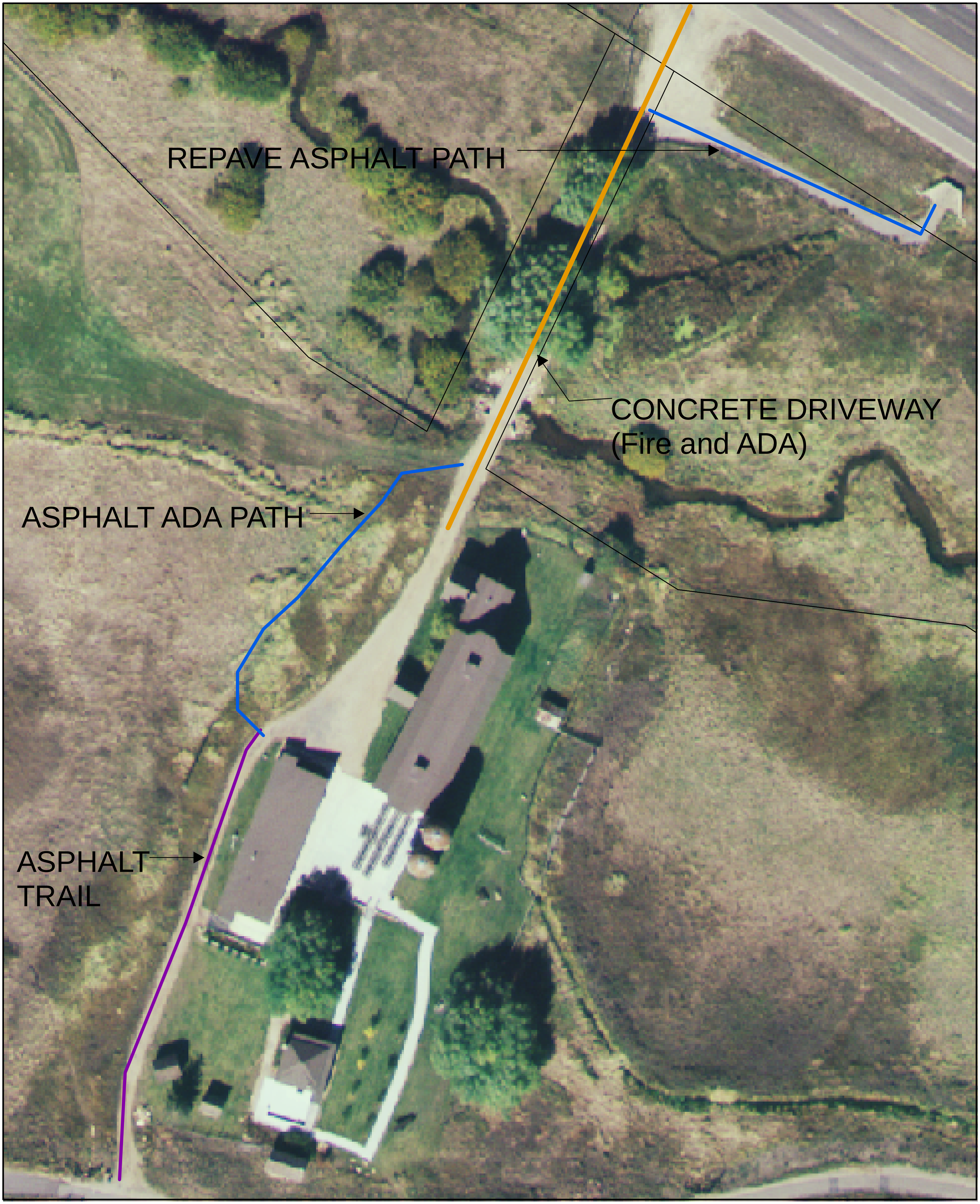



EXHIBIT A

# THE FARM

# Strategic Plan Use and CIP Projects

| | | | Issues | | |
|---|---|---|---|---|---|
| **Use/Task** | **Description of Recommendation** | **Estimated Cost Range** | **Pro** | **Con** | **Priority** |
| Paving Driveway | Pave existing driveway with exposed aggregate colored concrete material | $150,000 - $208,000 | Dust Control, less ongoing maintenance of driveway, increase safety from paved trail, can use colored concrete, use of farm house | Maintenance Responsibility, loss of rural appearance, Does not include ADA accessibility. Very expensive to repair utilities and reconstruct | H |
| ADA Access from Tunnel to Main Shed; assume driveway paving | Grade and pave the access road from tunnel to driveway to main shed; use of colored concrete | $70,000 | ADA accessibility, potential increased use, less vehicle traffic in farm complex, house can be used, transit stops now in ada compliance | Maintenance Responsibility. Does not include southbound bus stop | H |
| Paved Connection from Upper trail to shed | Grade and pave an access trail from upper trail to shed/drive | $12,000 | Enhance trail connections, complete paved farm loop per trails master plan; paved access would increase tunnel use | Maintenance Responsibility. Does not connect unless the driveway is paved | H |
| Antique Farm Equipment Display | Move and install antique equipment and hard surface pads, interpretive signs and conservations supplies | $25,000 | Addition to Mcpolin Farm self guided historic site and foster community use of the farm and help build cultural/historic tourism. | Maintenance Responsibility, dependent on pads installed. | Council Approval |
| Remove and replace wire fence along stream | Wire fence was installed by the Division of Wildlife to protect the stream bank erosion when the land was grazed | $30,000 | Visual improvement | If land is grazed, a fence or barrier must be installed to protect the stream | L |
| Restore Barn | | $7,000,000 | More use of the facility; increase in revenue | Capital improvement costs needed to restore barn; no use determined | L |

H = <18 months
M = 18 - 36 months
L = 36 - 60 months

**Exhibit B**
**September 11, 2008 meeting minutes**

**PARK CITY COUNCIL WORK SESSION NOTES**
**SUMMIT COUNTY, UTAH**
**SEPTEMBER 11, 2008**
**Present: Mayor Dana Williams; Council members Candace Erickson; Roger Harlan; Jim Hier; Joe Kernan; and Liza Simpson**
**Tom Bakaly, City Manager; Mark Harrington, City Attorney**

**2. McPolin Farm Strategic Plan.** Denise Carey explained that staff is seeking direction on improvements to this significant piece of property, more specifically making it ADA compliant and more accessible to the public for recreation. In June 2006, the Council provided direction on capital projects which have been completed. Staff and the Friends of the Farm have fostered community use over the past six to eight years by holding events which have become very popular. The use of Farm trails and facilities have increased substantially over the years. She explained that currently she has to meet disabled visitors on site to accommodate them and asked for input on the installation of a paved ADA connection from the SR224 underpass to the barn and shed and an ADA paved trail to the display of the Farm antique equipment,. The third request is directing staff to formulate a plan for maintenance and long-term replacement of facilities in the 2010 budget and the fourth issue involves the interpretive hiking trail. In response to a question from Liza Simpson about budgeting maintenance for the barn itself, Ms. Carey explained that the capital improvement budget is used for projects which need to be approved by Council when there is a need. Jon Weidenhamer clarified that the building can be included in the asset management program. Jim Hier asked why the building is not part of the program now. Pace Erickson noted that the building maintenance budget provides funding to preserve the structure, but not funding for upgrades or improvements. The barn is regularly painted, the roof inspected for leaks, and that it is structurally sound. There was discussion about budgeting maintenance for all City facilities and including the property in the asset management plan.

Roger Harlan asked if it is more cost effective for staff to continue to personally escort disabled persons onto the property or if the ADA improvements are a good expenditure of tax payer dollars. Ms. Carey acknowledged that the improvements come at an expense but both staff and the walkability team feels it is important to provide better and safer accessibility, not just ADA compliance, but for the public as a whole. The road becomes rutted making it difficult for maintenance, snow removal and fire services. Matt Twombly pointed out that a paved surface is required by the Fire District to access the fire hydrant on the property which is the reason for the recommendation of using concrete for the main drive to the fire hydrant; asphalt could be used for the trails. Candace Erickson expressed that the City should lead by example in making the facility ADA accessible which is also important to the Chief Building Official. She stated that she received a call from a resident concerned about the harsh look of paving against the barn, and she agreed and would like to budget more to make it look really nice. Matt Twombly discussed identifying color concrete as an alternate option in the bid. The Mayor polled members. Jim Hier spoke about the City's use of asphalt, including purchasing equipment to recycle asphalt, and questioned the wisdom of using concrete.

In response to a comment from Mr. Hier, Matt Twombly explained that WALC recommended a 10 foot wide paved trail connecting the farm trail above the buildings down along the driveway to the underpass.

Joe Kernan stated that he supports the plan as written and didn't believe the concrete drive will be very visible from the highway. Ms. Carey explained the need for a current cost estimate; $210,000 is budgeted in the CIP for the Farm and another $50,000 is allocated from the Walkability Fund. Mr. Twombly estimated the trails to cost $85,000 to $130,000. The City Manager suggested bidding the project with options like color concrete so that financial data is available.

The Mayor suggested that nothing be planted in the lower field and pointed out that alfalfa will not grow in the wetlands area. Matt Twombly explained that the recommendation to plant alfalfa was prompted by the desire to preserve agricultural uses. Jim Hier suggested updating the chart and master plan to reflect current direction and Ms. Carey explained that some items, like the alfalfa field, is outdated. Ms. Erickson stated that she was contacted by a resident and shares the same concern about the broad statement of considering private uses at the Farm providing economic benefit. She felt this language should be discussed by members before the plan is finalized. Ms. Carey stated that this wording could be easily removed. Ms. Erickson encouraged staff to be sensitive to disturbing wildlife in the interpretive trail area with the construction of trails. Matt Twombly explained the nature of the trail which would not be paved and would remain a game trail. Tom Bakaly suggested refining the plan to reflect Council's comments and returning to Council for approval.