PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
OCTOBER 13, 2005

Present: **Mayor Dana Williams; Council members, Kay Calvert, Marianne Cone Candace Erickson; and Jim Hier**

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Patrick Putt, Planning Director; Jerry Gibbs, Public Works Director; Colin Hilton; and Ken Fisher, Recreation Director

Mat Giles, Jacobsen Construction; Norm Anderson, Parson Cement; and Rich Miller, Chairman of Recreation Advisory Board (RAB)

Absent: **Council member Joe Kernan**

1. **Council questions/comments.** Marianne Cone reported on Arts Council business, specifically bus shelter art, and other meetings attended during the week. Jim Hier sadly relayed that bus driver Cindy Houston has been hospitalized with acute leukemia.

Candy Erickson commented on the earth work at the Farm trail which will be re-vegetated. She understood that six culverts should be installed before winter on the property for drainage purposes at a cost of approximately $5,000. Tom Bakaly suggested researching this project further and holding a general discussion on cross-county ski issues at the November 3 work session. Ms. Erickson suggested that Council devote some time discussing long term use of the Farm, additional trails, and the City's role in providing ski trails at its annual visioning session. Friends of Ice is working on planning a grand opening; other items of review at the meeting included priority of operations, publicity, website, and holding a fund-raiser for a specific purpose and/or purchase. She congratulated the Historical Society on its annual membership party and shared compliments relayed to her about Max Paap's and Nick Kingery's helpful assistance on a filming project last week. Council member Erickson pointed out how much revenue film-making generates for the City. In response to a question from the Mayor, she indicated that the Friends group was supportive of exploring renewal energy sources at the Sports Complex. The Mayor discussed testing wind at the site or simply installing a wind turbine, because the pole is identical. He relayed that Utah just received a grant for the installation of three bio-diesel tanks and he asked if this would be beneficial to the City, as bio-fuel demands grow. Jim Hier understood that Park City currently does not own underground tanks and would never be in favor of the City sinking its own storage tanks. The Mayor stated that he would obtain more information to share with the City Manager. Ms. Erickson expressed concerns about the City installing wind turbines without controls on their location and proliferation for other projects. Ms. Cone asked if solar units are allowed in Old Town and Mr. Putt explained that they would be allowed provided that they are placed in a manner that is not highly

visible from the primary façade. Generally, solar panels are allowed in all other zones. Jerry Gibbs stated that staff will update Council on the bio-diesel test for the trolley.

The Mayor thanked Mark Clements from the Sierra Club for his support in the Gambel Oak matter. He met with representative of Quest who indicated an interest in participating in community projects and he administered the oath of office to a number of reserve officers over the weekend. Mayor Williams indicated that he received a complaint about holding this week's Planning Commission meeting on a high holiday, Yom Kippur; there were interested citizens who couldn't attend.

2. **Construction update.** Colin Hilton introduced Mat Giles from Jacobsen Construction and Norm Anderson from Parsons Cement at Quinns Junction. Both the downtown parking garage and Sports Complex are in the process of paving and the artificial field is complete. The Marsac south parking lot is now being used to store forms and other materials as there is little space on site. Mr. Hilton explained that there has been an unprecedented global demand for cement as a result of growth in the Pacific Rim and the occurrence of natural disasters and this shortage will impact the City's projects. Norm Anderson explained that his cement deliveries are now rationed and his supply is half compared to last year. However, Parson's customers have been prioritized and he assured Council that the Sports Complex and parking garage are their top priorities. Cement companies typically fill their silos with surplus, which were empty in July, and Parson is doing business strictly from production. Mr. Hilton indicated that the completion date for the garage is December 15, which will be delayed two weeks. However, there can be a partial opening on December 16 which would include all of existing China Bridge and the first two levels of the new structure. This plan would provide more parking than a year ago and represents a net gain of 277 spaces in the downtown parking supply. Mat Giles from Jacobsen stated that as parking areas are completed, they will be opened. Jim Hier suggested diverting the cement from one project to accommodate completion of the other and Mr. Giles explained the need for continuous pours for the parking structure, and didn't feel it would be very beneficial. Mr. Hier believed that the opening of the rink is not as critical as the opening of the parking garage during Christmas week. Mr. Hilton reiterated that by Christmas, it is anticipated that there will be more downtown parking available as compared to a year ago.

3. **RAB Visioning.** Ken Fisher explained that this session is a follow-up to the September work session where a variety of projects were discussed. Since that time, RAB has identified the Racquet Club and the Recreation Building as high priorities with a focus on adequately maintaining existing facilities before considering new construction. He discussed replacing the softball field in City Park and developing ideas for enhancing Poison Creek. Council previously directed staff to explore improvements to the north end of City Park, i.e. curb and gutter, paving, landscaping, etc., and RAB

recommends moving this to a lower priority. The Recreation Building, softball diamond and Poison Creek projects were considered more important. In response to a question from Jim Hier, Mr. Fisher indicated that RAB will be looking for Council approval on proceeding with improvements to the Recreation Building and there is available funding in the City Park Fund. He explained the Poison Creek proposal which simply involves clearing out overgrown areas. Rich Miller added that this project could be accomplished with a community volunteer effort and the plan will be presented to the City Council before moving ahead. Marianne Cone commented on the high use of the Recreation Building which often becomes overcrowded with summer camp participants and she spoke about an underground expansion concept connecting the building with Miners Hospital which was proposed 20 years ago. In response to a question from the Mayor, Mr. Fisher stated that the skate park expansion is out to bid, which closes the end of the month, and the project will begin in the spring. There was discussion on the climbing boulders installed today at the Prospector neighborhood park. Council member Cone pointed out the popularity of Frisbee golf and Candace Erickson stated that Deer Valley is interested in providing a course. Ken Fisher added that staff is not exploring funding for disc golf at this time and will first attempt to gauge community interest.

Acknowledging that RAB will probably not be meeting with Council until after January, Rich Miller thanked Kay Calvert for her strong support of recreation during her tenure on City Council.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 13, 2005

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, October 13, 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, and Jim Hier. Joe Kernan was absent and excused. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Ray Milliner, Planner; and Dave Gustafson, Project Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

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

None.

IV CONSENT AGENDA PUBLIC HEARING

Ordinance approving a subdivision of the metes and bounds parcel, located at 570 Deer Valley Drive, Park City, Utah – Planner Ray Milliner emphasized that this is not a condominium plat, as advertised on the agenda, but rather a subdivision. The Planning Commission forwards a positive recommendation on the Ordinance and also approved a conditional use permit for eight units on the property. In response to a question from Marianne Cone, Mr. Milliner stated that the roofs are flat and building height is 28 feet. The Mayor opened the public hearing and with no comments from the audience, closed the hearing.

V CONSENT AGENDA

Ordinance approving a subdivision of the metes and bounds parcel, located at 570 Deer Valley Drive, Park City, Utah – See staff report and public hearing. Marianne Cone, "I move approval of the Ordinance approving a subdivision of the metes and bounds parcel, located at 570 Deer Valley Drive, Park City, Utah". Candace Erickson seconded. Motion carried.

Kay Calvert	Aye
Marianne Cone	Aye
Candace Erickson	Aye
Jim Hier	Aye
Joe Kernan	Absent

VI NEW BUSINESS

Authorization to the City Manager to execute a Utah Power & Light work agreement in the amount of $130,825, in a form approved by the City Attorney, for the relocation of overhead electric utilities associated with Phase 1 of the Downtown Improvement Project – Dave Gustafson explained that with the construction of the new parking structure, the overhead utilities need to be removed because of the extension of the stairwells. The plan is to remove overhead Utility Poles 1 through 5 starting at the Transit Center. Poles No. 3 and 4 will temporarily remain because they also provide lighting for surface parking until Phase 2, the Town Plaza, is underway. This cost has been budgeted and part of the overall project. There was discussion about the operation of the Ten O'clock Whistle, and Mr. Gustafson felt downtime would be minimal. Jim Hier, "I move we authorize the City Manager to execute a Utah Power & Light work agreement in the amount of $130,825, in a form approved by the Legal Department for the relocation of overhead electric utilities". Kay Calvert seconded. Motion carried.

Kay Calvert	Aye
Marianne Cone	Aye
Candace Erickson	Aye
Jim Hier	Aye
Joe Kernan	Absent

VII 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 4 p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, and Jim Hier. Joe Kernan was excused. Staff present were Tom Bakaly, City Manager; and Mark Harrington, City Attorney. Kay Calvert, "I move to close the meeting to discuss property ". Candace Erickson seconded. Motion carried.

Kay Calvert	Aye
Marianne Cone	Aye
Candace Erickson	Aye
Jim Hier	Aye
Joe Kernan	Absent

The meeting opened at approximately 5:15 p.m. 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

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

City Council
Staff Report

PARK CITY 1884

Recreation & Library Department

Author:	**Ken Fisher, Recreation Manager**
Subject:	**Recreation Advisory Board Work Plan**
Date:	**October 10, 2005**
Type of Item:	**Informational, Work Session**

Summary Recommendations:
RAB and staff's highest priority for the next year is the Racquet Club and Recreation Building in City Park. Neighborhood parks efforts continue as the three new parks are under construction and plans are developed for the town plaza and other city owned parcels. RAB's proposed work plan for the next year is not capital intensive for new recreational amenities, but more focused on the maintenance of existing facilities and exploring potential new amenities in the future that are currently unfunded and could be considered as part of the budget process (dog park & Frisbee golf).

Description:
Topic:
Provide direction to staff of the Recreation Advisory Board work plan for the next year.

Background:
The Recreation Advisory Board met with City Council in September 05 to discuss recreational ideas and projects for the next year. Items discussed were neighborhood parks, City Park, dirt jumps, Racquet Club, dog park and Frisbee golf.

Per Council and City Manager direction the Recreation Advisory Board met on October 4, 2005 to discuss and prioritize a work plan for the next year.

The following projects are currently underway:
- Construction of the 3 neighborhood parks
- Skate Park expansion
- Replacement of City Park irrigation

Analysis:
Proposed RAB Work Plan 2005-2006
Racquet Club: The Racquet Club is the highest priority for the RAB. The facility is an integral part of recreation & the community and should be a focus of the RAB. City staff is developing an asset management plan for the facility. RAB and staff recommend creating a sub committee to look at future capital improvements to the facility and to review the asset management plan. RAB anticipates having a long term plan in place by January 2006 so that identified improvements can be reviewed as part

of the spring budget process. RAB and staff will also review whether the lap pool should be opened in the winter and make a recommendation as part of the budget process in the spring 2006.

The facility will be replacing old piping & remodeling the locker rooms early this winter. It is anticipated that the project will begin in February and be completed by April 1, 2005. Staff will get roof repair estimates and include those costs in the budget review process for Council consideration.

The table below shows current available funding for Racquet Club improvements.

Table 1: Racquet Club CIP Funds

Revenue Source	**Balance**
General Fund	$88,779
RAP Tax Grant	$46,992
Total Available Funds	**$135,771**

Available funds will be spent first on plumbing and locker room improvements.
City Park: Many projects were discussed and RAB recommends the following priority:

- Replacing the softball field infield
- Explore uses, functionality and maintenance of the City Park building for future renovation. RAB and staff anticipate recommendation on the building by April 2006
- Develop ideas for enhancing Poison Creek

The RAB has made the renovation and improvements to the City Park Building the highest priority. Improvements to the North End of the park have become a lower priority based on the desire to make sure the current facilities are meeting the needs of the community.

The table below shows current funding available for City Park Improvements

Table 2 – City Park Funds (CIP #48)

Revenue Source	**2006**	**2007**	**2008**	**2009**	**2010**
Property tax Increment - RDA	$ 100,000	$ 100,000	$ -	$ -	$-
Parks and Ice bond Proceeds	$ 290,664	$ -	$ -	$ -	$ -
Impact Fees	$ 419,631	$ -	$ -	$ -	$ -
Sales Tax Bonds	$ 271,616	$ -	$ -	$ -	$ -
Lower Park RDA Bond Proceeds	$ 13,180	$ -	$ -	$ -	$ -
Yearly Total	$1,095,091	$ 100,000	$ -	$ -	$ -
Cumulative Total	$1,095,091	$1,195,091	$1,195,091	$1,195,091	$1,195,091

Neighborhood Parks: The three neighborhood parks are under construction and given the planning that will occur with the town plaza, decision on the future use of the Old Sewer Treatment Site and the potential sale of the Wisnewski lots RAB would like to hold off on planning of other parks until there is greater clarity on the previously mentioned items. Council gave direction to involve RAB in the planning of the town plaza but that neighborhood park bond proceeds should not fund any of the plaza.

- Per council direction RAB anticipates developing a policy for Old Town stair right -of -way improvements and to complete an inventory of stair rights-a-way.

Dirt Jumps: Members of RAB will hold a wrap up meeting with the members of the community that were involved in the planning and construction of the facility. Based on the use this year and next summer along with any proposed uses of the Old Sewer Treatment Site, RAB will make a recommendation to Council on the future of the facility.

Dog Park: There has been interest from the community for the development of a dog park in the Park City area. Interested RAB members will work with Snyderville Basin Recreation District to gage their interest in developing a joint facility. There is no current funding budgeted for the construction of a dog park but could be considered as part of next year's budget process.

Frisbee Golf: Interested RAB members will work in conjunction with local ski area to determine interest in developing a Frisbee golf course. There is no current funding budgeted for the construction of such a facility but could be considered as part of next year's budget process.

Department Review & Input Received From: Economic Development & Capital Projects, Recreation & Library, Budget & Grants, & Public Works.

Alternatives:

A. Approve the Request:
RAB and staff's highest priority for the next year is the Racquet Club and Recreation Building in City Park. Neighborhood parks are in a holding pattern as the three new parks are under construction and plans are developed for the town plaza and other city owned parcels. RAB's proposed work plan for the next year is not capital intensive for new recreational amenities but more focused on the maintenance of existing facilities and exploring potential new amenities in the future that are currently unfunded and could be considered as part of the budget process (dog park & Frisbee golf).

B. Modify the Request:
Provide direction to RAB and staff that are different from the recommendations.

C. Continue the Item:
Ask for more information from staff and the RAB before giving direction.

D. Do Nothing:

Significant Impacts:
By providing direction to staff and the RAB on the items outlined, improvements will be made to City owned recreational amenities as well as explore potential recreational amenities such as a dog park & Frisbee golf.

Consequences of not taking the Recommended Action: No action is required only direction to the RAB and staff with regard to the items outlined in the proposed work plan.

CITY COUNCIL
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Planner: Ray Milliner
Subject: 570 DEER VALLEY DRIVE SUBDIVISION
Date: October 13, 2005
Type of Item: Administrative

RECOMMENDATION: Review the proposed subdivision plat amendment, conduct a public hearing and approve it according to the findings of fact, conclusions of law and conditions of approval found in the attached ordinance.

DESCRIPTION

Project Name:	The Lofts on Deer Valley Drive
Project Planner:	Ray Milliner
Applicant:	Scott Rogers
Representative:	John Zitting
Location:	570 Deer Valley Drive
Zone:	Residential Medium (RM)

BACKGROUND

On July 8, 2005 the applicant submitted an application to create a 25,221 square foot lot out of a metes and bounds parcel to accommodate an 8 unit development/condominium project at 570 Deer Valley Drive. The property is located in the Residential Medium (RM) zone. The applicant has submitted three applications; a subdivision plat, a CUP application for a multi-unit development in the RM zone and a Record of Survey Condominium Conversion application. The site currently is occupied by a single family home and a detached garage. The single family home was determined by the Historic District Commission to be historically insignificant on June 17, 1997. The application was reviewed by the Planning Commission who forwarded a positive recommendation to the City Council.

ANALYSIS

The applicant is proposing a 25,221 square foot lot of record. The property fronts both Deer Valley Drive to the north and Deer Valley Loop to the south. There are existing utility, sidewalk and street encroachments onto the property. To mitigate these encroachments, the applicant is proposing to dedicate 1,342 square feet of property on the south and 1,402 square feet of property on the north to the City as rights-of-way. In addition, the applicant is proposing a 5' snow storage easement along Deer Valley Loop.

These dedications are consistent with an agreement signed between Mr. William Reed and the City on August 28 1992. The 1992 agreement stated that the property owner would dedicate the property to the City with the caveat that density, setback and open space calculations be based on the original size and square footage of the lot. The proposed lot size after the dedication will be 25,221 square feet. The calculations for open space will be based on the size of the lot prior to subdivision 27,691 square feet. Staff has reviewed the project for LMC compliance based on the requirements of the RM zone and made the following findings:

RM Zone	**Required**	**Proposed**
Lot Size	9,625 square feet	25,221 square feet
Lot Width	37.5' minimum	109'
Required Setbacks	25' front, 10' side	25' and 10'
Maximum Height	28' above existing grade for a flat roofed structure	28' maximum

Multi-unit developments of greater than three units are a conditional use in the RM zone. The applicant has submitted a CUP application that is being reviewed by the Planning Commission for compliance with the criteria found in LMC Section 15-1-10.

RECOMMENDATION
Review the proposed subdivision plat amendment, conduct a public hearing and approve it according to the findings of fact, conclusions of law and conditions of approval found in the attached ordinance.

EXHIBITS
Exhibit A – Proposed Ordinance
Exhibit B – Proposed Plat
Exhibit C – 1992 Agreement

Ordinance No. 05-

AN ORDINANCE APPROVING A SUBDIVISION OF THE METES AND BOUNDS PARCEL, LOCATED AT 570 DEER VALLEY DRIVE PARK CITY, UTAH

WHEREAS, the owner of the property known as 570 Deer Valley Drive, has petitioned the City Council for approval of a Subdivision; and

WHEREAS, proper notice was sent and the property posted according to requirements of the Land Management Code and State Law; and

WHEREAS, on September 28, 2005 the Planning Commission held a public hearing to receive public input on the proposed Subdivision and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed Subdivision allows the property owner to subdivide a metes and bounds parcel; and

WHEREAS, it is in the best interest of Park City Utah to approve the Subdivision.

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

SECTION 1. FINDINGS OF FACT. The above recitals are hereby incorporated as findings of fact. The following are also adopted by City Council as findings of fact:

1. The property is zoned Residential Medium (RM) and is subject to the requirements of LMC Section 15-2.15.
2. The RM zone is a transitional zone between the historic district and the contemporary Deer Valley area.
3. Access to the property is from Deer Valley Drive and Deer Valley Loop.
4. Both Deer Valley Drive and Deer Valley Loop are street fronts, requiring a front yard setback of 25 feet.
5. The property is 27,965 square feet in size prior to right-of-way dedication.
6. There are existing utility, sidewalk and street encroachments onto the property.
7. To mitigate the encroachments, the applicant is proposing to dedicate 1,342 square feet of property on the south and 1,402 square feet of property on the north to the City. Thereby reducing the overall size of the site to 25,221 square feet.
8. No changes in density allowed in the RM zone are requested under this application.
9. The applicant stipulates to all conditions of approval.
10. Notice of this public hearing was sent to all property owners within 300 feet of the project on September 14, 2005.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:

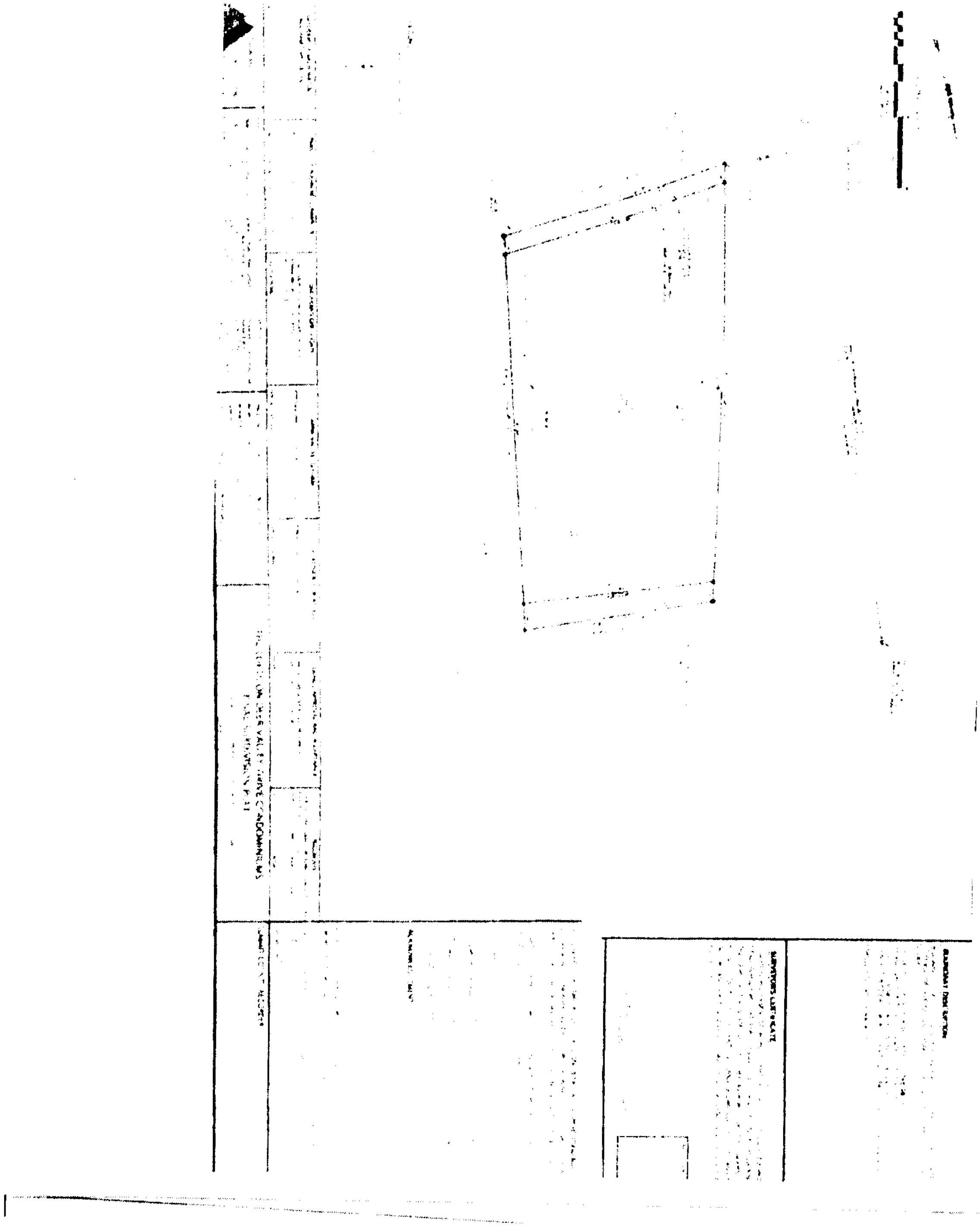
1. There is good cause for this subdivision.
2. The subdivision is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed subdivision.
4. As conditioned the subdivision is consistent with the Park City General Plan.

SECTION 3. CONDITIONS OF APPROVAL. The City Council hereby adopts the following Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. A utility, grading and drainage plan shall be submitted to the City Engineer for review and approval prior to the issue of a building permit.
3. A five foot snow storage easement along Deer Valley Loop shall be recorded on the plat.
4. This approval will expire one year from the date of approval if no building permit has been issued.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 13th day of October 2005.


SURVEYORS CERTIFICATE
BOUNDARY DESCRIPTION

SIDEWALK AND
PEDESTRIAN ACCESS EASEMENT AGREEMENT

This Sidewalk and Pedestrian Access Easement Agreement ("Agreement") is entered int between Park City Municipal Corporation ("Park City") and William and Peggy Reed (the Reeds), this 26 da of August, 1992.

The Reeds are the owners of certain real property in Park City, Utah, adjacent to Deer Valley Drive. Park City has accepted dedication of Deer Valley Drive, a portion of which encroaches upon the Reed's property. Park City is constructing, and wishes to operate and maintain, a sidewalk and pedestrian right-of-way along Deer Valley Drive, across a portion of the Reed's property. The Reeds are willing to allow Park City to construct the sidewalk, but do not wish to convey title to the property to the City, because conveyance may diminish the value and development potential of the balance of their property.

In order to allow Park City to use and maintain the sidewalk, and to allow maximum flexibility in the use of the Reed's property, the parties, in consideration of the promises and conveyances made herein, agree as follows:

1. The Reeds hereby grant to Park City a perpetual public right-of-way and easement approximately eight (8) feet in width, to construct, maintain, operate, repair, inspect, protect and clean a public sidewalk and public utilities, said right-of-way and easement being more particularly described in Exhibit A hereto (the Right-of-Way).

2. In exchange for the grant of Right-of-Way contained herein, Park City agrees as follows:

A. That Park City shall make payment to the Reeds in the amount of $5,000 upon execution of this Agreement;

B. That the area covered by the Right-of-Way conveyed herein shall be included in parcel area calculations made for the purposes of site development density calculations, and shall count toward open space requirements for future development of the Reed's property. Setbacks shall be calculated from the south boundary line of the Right-of-Way, and not from the property ownership line.

3. Park City agrees that it will construct a sidewalk no more than six feet in width in that portion of the Right-of-Way in front of the Reed's garage and extending twenty feet on each side of the garage, and will not construct or allow construction of a wider sidewalk in that area unless the Reed's garage is

shall be performed consistent with City snow removal policies of general application in the area.

4. The Reeds agree that they shall not build or construct, nor permit to be built or constructed any building or other improvement over or across the Right-of-Way, nor change the contour of the land thereon without the written agreement of Park City.

5. Park City agrees that the Reeds shall have ingress and egress to their property along the entire length of the Right-of-Way

6. Park City agrees to indemnify and hold the Reeds harmless for all claims, costs and damages arising out of Park City's use of the Right-of-Way, and its operation of the sidewalk.

7. Park City agrees that, if the City abandons the Right-of-Way, or if the Right-of-Way is no longer used for purposes of a public sidewalk, the Right-of-Way granted herein shall be extinguished, and possession of the property shall revert to the Reeds or their successors in interest.

DATED this 28 day of August, 1992.

GWENDOLYN M. L
NOTARY PUBLIC • STATE
131 SOUTH WILLOW ST
GRANTSVILLE, UTAH
COMM. EXP. 06-

Notary - Gwendolyn Larsen

William Reed
WILLIAM REED

Patsy Reed
PATSY REED

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

Bradley A. Olch
PARK CITY MUNICIPAL CORPORATION
BRADLEY A. OLCH, MAYOR

ATTEST:

Anita L. Sheldon
ANITA L. SHELDON, CITY RECORDER

55

City Council
Staff Report

PARK CITY 1884

Author: Dave Gustafson
Subject: Utah Power and Light Work Agreement
Date: October 13, 2005
Type of Item: Award of Contract

Summary Recommendation – Staff recommends authorization to the City Manager to execute a Utah Power and Light Work Agreement in the amount of $130,825 in a form approved by the Legal department for the relocation of overhead utilities – Phase 1 Downtown Improvements.

Description:
Topic: Work Agreement with Utah Power & Light

Background:
Conversion of the overhead electrical service to underground on Swede Alley between the Transit Center and 4th Street is critical for the functioning of the new parking structure. The location of the new parking structures stairwells and elevator shaft extend beyond the structure itself and will come in close proximity to the overhead utilities unless they are removed. Additionally the 2003 Task for Downtown Improvements strongly recommended the relocation of utilities on Swede Alley as one element of improving the walking areas between Swede Alley and Main Street.

The Project Manager and General Contractor for the new parking structure have worked with Utah Power to determine the routing of the electrical conductors and placement of switch gear for this project.

The attached Work Agreement allows Utah Power and Light to install and supply the necessary electrical infrastructure that is required for the new parking structure and the Main Street businesses impacted by the conversion.

Analysis
As is typical with this type of work agreement, Park City Municipal Corporation will be required to pay the full amount of this contract in advance of work performed by Utah Power and Light. Work that has been done to date, such as placement of conduit under Swede Alley, has been performed by our General Contractor and is not a part of this fee.

Unlike the recent Quinn's Sports Complex Agreement with UP&L, (which was new construction) there is existing infrastructure on Swede Alley, therefore this project will require 100% cost reimbursement for the converted system.

Once the conversion of the utilities is complete and the electrical/communication systems have been removed from the utility poles, 3 of the 5 poles will be removed leaving 2 poles to keep the surface parking lot and Swede Alley illuminated. One of these poles is located at the intersection of Swede Alley and 5th Street, the other is the pole directly south of this pole. There will be conduit running up the side of each of these poles with the existing light fixtures remaining in place. Phase 2 Downtown Improvements would look to remove the remaining 2 poles as part of the Town Plaza construction and would be replaced with decorative street lighting.

This was an anticipated project (and expenditure) and funds are budgeted in the Town Plaza CIP.

Department Input & Review: This report has input/comments/review from the following departments: Economic Development & Capital Projects, Legal Department, Budget Manager, City Engineer, Public Works, and City Manager's Office.

Alternatives:

A. Approve the proposed Agreement (Staff Recommendation)
B. Request Modifications to the proposed Agreement
C. Deny the Contract
D. Continue the Item.

Significant Impacts / Consequences of not taking the recommended actions:
A delayed action would negatively impact the project schedule.

Staff Recommendation: Staff recommends authorization to the City Manager to execute a Utah Power & Light Work Agreement in the amount of $130,825 in a form approved by the Legal department for the conversion of overhead utilities – Phase 1 Downtown Improvements.

Attachment #1 - UP&L Work Agreement

D. Layton
Work Order #: 02616705
Customers Account. # 35279126 001

UTAH POWER & LIGHT COMPANY
CUSTOMER REQUESTED WORK AGREEMENT

This Agreement, dated **October 2005**, is between **PacifiCorp, dba Utah Power & Light Company**, herein called "Company" and **Park City Municipal Corporation**, herein called "Customer", for work to be performed by Company for Customer at or near **Swede Alley / New China Bridge Construction Project** in **Park City, State of Utah**. The charge for the work specified below is **$130,825.00**.

Description:

This project route is along Swede Alley, from approximately the 350 block to 530 block.

The "Company", will remove five 5 spans of existing three phase 12,470 volt overhead distribution line, and all associated transformers, secondary and service conductors which may be attached to five poles identified to the "Company" by "Customer's" Engineering staff, along this project route.

The "Company", will Install all necessary underground electrical equipment required to provide and maintain electrical service to "Company's" existing customers along said project route. And to maintain the integrity of the "Company's" Electrical Distribution System along this project route.

The Customer will provide, all necessary trenching, sanding and backfilling, and will furnish and install all distribution transformer pads, conduit and duct required by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer also agrees to:
a) Establish final grade for routing of circuits, placement of transformer pads, vaults, junction boxes and other underground facilities as required by Company.
b) Install and maintain property lines and survey stakes; and,
c) Make no permanent surface improvements, except curb and gutters, before Company completes installation of its facilities.

If any change in grade, or property lines, or any surface improvements require Company to change its facilities, or causes addition cost to Company, Customer agrees to reimburse Company for such change or cost.

Payment to Company: In consideration of the work to be performed by Company, Customer agrees to pay the estimated costs, in advance, with the understanding that there will be no other charges or refunds for the above specified work. **Estimated cost is valid for 90 days from the agreement date.**

Company acknowledges receipt from Customer of $ 130,825.00, as payment for work to be performed, which work shall begin no later than **October 17, 2005** and shall be completed no later than **December 31, 2005** except as allowed under **WORK COMPLETION** on the reverse side.

Any correspondence regarding this work shall be directed to the appropriate party as shown below:

PARK CITY MUNICIPAL CORPORATION
COLIN HILTON
DIRECTOR OF ECONOMIC DEVELOPMENT & CAPITAL IMPROVEMENTS
Phone (435) 615-5176

UTAH POWER & LIGHT COMPANY
R. DUANE LAYTON
JOURNEYMAN ESTIMATOR
Phone (435) 655-7813

The provisions of the reverse side of this document are an integral part of this Agreement.

PARK CITY MUNICIPAL CORPORATION

By ______________________________
Signature

Title ______________________________

____
Print name of Signing Officer

____
Date

UTAH POWER & LIGHT COMPANY

By ______________________________
Signature

Title **New Connects Manager**

Cindy Christoffersen
Print name of Signing Manager/Officer

____
Date

LIABILITY AND INDEMNIFICATION

The Customer shall indemnify, defend and hold harmless the Company and its officers, directors, agents, and employees and its successors and assigns from any and all claims, demands, suits, losses, costs, and damages of any nature whatsoever, including attorney's fees and other costs of litigation brought or made against or incurred by the Company and resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of the Customer, its employees or any officer, director, or employee or agent of the same and related to the performance of this work. The indemnity obligation shall include, but not be limited to, loss of or damage to property, bodily or personal injury to, or the death of any person. The Customer's obligation under this provision of the Agreement shall not extend to liability caused by the sole negligence of the Company.

WORK COMPLETION

Company agrees to work completion date(s) as specified on the front of this agreement except in those instances where by reason of unanticipated events or emergencies which cause power outages or threaten the Company's ability to continuously provide electric service as it is required to do by law or by contract, then the Company personnel assigned to perform the work may be withdrawn from the work until such time as the unanticipated event or emergency is concluded. In the event that the Company personnel are removed from the work in response to such an event or emergency, then the time for completion of the work shall be extended by a period of time equal to that period from the time the personnel is removed from the work until they are available to complete the work plus 48 hours.

It is expressly agreed that the Company and those persons employed by the Company in connection with the work described herein are not employed by or employees of the Customer.

All work is subject to the examination by the Customer prior to the Customer's acceptance of the work. The Customer shall have the right to reject unsatisfactory work, but shall not unreasonably withhold its acceptance of the work. The Customer may, at reasonable times and by written agreement with the Company, request additional work within the general scope of the work as described in this Agreement or direct the omission of or variation in the work provided, however, that the Customer and Company agree to increase or decrease the amount the Customer is to pay the Company. Any such change to the scope of the work and the associated costs shall be in writing and shall be submitted when obtained as an addendum to this agreement after being signed by responsible persons of both parties.

GENERAL

PAYMENTS: All bills or amounts due hereunder shall be payable to Company on the 25th day following the postmarked date of the bill. In the event that all or a portion of Customer's bill is disputed by Customer, Customer shall pay the total bill and shall designate that portion disputed. If it is later determined that Customer is entitled to a refund of all or any portion of the disputed amount, Company shall refund that portion of the amount of which Customer is found to be entitled. All billing statements shall show the amount due for the work performed.

COLLECTION: Customer shall pay all costs of Collection, including court costs and reasonable attorney's fees upon default of customer, in addition to interest at a rate of 1.5 percent per month on any amounts not paid within thirty (30) day of invoice.

ASSIGNMENT: Neither party shall assign this Agreement to any Successor without the written consent of the other party. If assigned, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the party making the assignment.