PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 4, 2007

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the approximate times as described below on Thursday, October 4, 2007.

Closed Session - City Council Chambers
3:00 p.m. Property

Work Session - City Council Chambers
3:30 p.m. Field trip to 255 Ridge Avenue
4:30 p.m. Council questions/comments
4:50 p.m. Scope of services - solid waste study
5:30 p.m. Review of regular meeting – questions/comments
- Racquet Club conceptual design contract
- Woodside/Norfolk Reconstruction Project

5:50 p.m. Break

Regular Meeting - City Council Chambers
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 MEETING OF SEPTEMBER 13, 2007 AND SEPTEMBER 20, 2007

V OLD BUSINESS *(items previously discussed and continued for consideration)*

1. Consideration of an Ordinance approving a plat amendment for 255 Ridge Avenue, King Ridge Estates, Park City, Utah
(a) Continuation of public hearing
(b) Motion to continue to October 11, 2007

2. Consideration of a Resolution adopting a Short Range Transit Development Plan
(a) Continuation of public hearing
(b) Action

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

1. Consideration of approval of a professional services contract in the amount of $48,000 with VCBO Architecture, in a form approved by the City Attorney, to study a Racquet Club remodel

2. Consideration of approval of a Service Provider Agreement, in a form approved by the City Attorney, with Alliance Engineering for engineering services for the 2008 reconstruction of Woodside and Norfolk Avenues in the amount of $384,285

3. Consideration of an Ordinance approving the Comstock Lodge Condominiums Amended Record of Survey, creating one additional unit at 2650 Deer Valley Drive East, Park City, Utah
(a) Public hearing
(b) Action

4. Consideration of an Ordinance approving the Agio 260 Main Street Condominium Plat, located at 260 Main Street, Park City, Utah
(a) Public hearing
(b) Action

5. Consideration of an Ordinance approving the Lowell Subdivision, located at 944 Lowell Avenue, Park City, Utah
(a) Public hearing
(b) Action

6. Consideration of an Ordinance approving the 953 Empire Avenue Plat Amendment combining portions of Lots 14 and 15 of Block 29 of Snyder's Addition to the Park City Survey, Park City, Utah
(a) Public hearing
(b) Action

7. Consideration of an Ordinance approving the Record of Survey Map of Lakeside at Deer Valley Condominiums Record of Survey amendment; Units E and F, Building 10, located at 1617 and 1621 Lakeside Circle, Park City, Utah
(a) Public hearing
(b) Action

8. Consideration of an Ordinance approving the Daly Lady plat amendment, located at 314 Daly Avenue, Park City, Utah
(a) Public hearing
(b) Action

9. Consideration of an Ordinance approving the first amendment to the 2165 and 2167 Monarch Condominiums Record of Survey Plat located at 2165 Monarch Drive, Park City, Utah
(a) Public hearing

(b) Action

10. Consideration of an Ordinance approving amendments to Park City Municipal Code, Title 7, Animal control, for consistency with Summit county Animal Control Ordinance 113-1
(a) Public hearing
(b) Action

11. Consideration of a Memorandum of Understanding with Summit County for animal control services in Park City, Utah
(a) Public hearing
(b) Action

VII 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: 10/01/07
See: www.parkcity.org

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

September 2007

27 **No meeting - Dana gone** - **Marianne gone**

October 2007

4 **Marianne gone**
See agenda

11 <u>MBA and Council meetings: Historical Society</u> – (1 hour work)
PCMC leases Lot 1 Museum Subdivision (existing building & vacant City land) to MBA
MBA sets Parameters Resolution
MBA leases building & land back to PCMC w/debt payments
PCMC subleases building and land to HS
PCMC MOU for finance & construction with HS
PCMC lease with HS for storage at library
RAB Visioning – work – (1 hour)
Update on the Bonanza Drive Corridor Plan – Lockner Engineering (20 min)
Energy audit of City facilities – work – AB
Purchase agreement - KPCW
Resolution establishing an advisory board for walkability bond projects - JW
200 Ridge Avenue plat amendment – BR
900 Round Valley Drive amended subdivision – BR
600 Gillmor Way amended subdivision
Amendment to Municipal Code – private club liquor license (work/action).
Low Floor Bus Contract – EN
USSA conduit financing resolution
The Main Street Music Crawl on 1//20/2007 in Miner's Park and amplified music from 9:30-9:45 pm - Mountain Town Stages.

18 **No meeting**

25 **Dana and Tom gone (10/13 - 10/29)**
Summer Recreation Program Update – work – (1 hour) – KF
Quarterly goal update
1376 Mellow Mountain Road plat amendment – KW
14 Perserverance Court ski tail easement plat amendment – KW
8894 Empire Club Dr. Flagstaff condominium conversion - BR

November 2007

1 Police facility ribbon-cutting
Green purchase policy – work – AB
CDBG application - PR

2 *Quarterly management team meeting*

8 Canvass of General Election

15 **Tom gone**

Round Valley annexation petition
9 Hidden Splendor Court plat amendment – CW
Monitor Drive Boothill Parcel Subdivision - SMA
22 **Thanksgiving**
27 & 28 Fam Tours
29

December 2007
6
13
20
27 **No meeting**

Pending Items:
Joint work session with SBWRD and Summit County - Solid Waste Master Plan
Resolution - Trails Master Plan
Business market analyses – Phases 1 and 2

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
SEPTEMBER 13, 2007

Present: Mayor Dana Williams; Council members Marianne Cone; Candace Erickson; Roger Harlan; Jim Hier; and Joe Kernan

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Alison Butz, Project Manager; and Lloyd Evans, Chief of Police

1. Council questions/comments. Jim Hier commented on a variety of meetings and activities he attended since the last meeting, including the Summer Tour trip. Candace Erickson thanked the election judges who contribute their valuable time to work the Primary Election. She encouraged the public to attend the scarecrow event at the McPolin Farm; tickets are available for purchase at the Library. Ms. Erickson commented on the ULCT fall conference, specifically the luncheon honoring President Hinckley. Joe Kernan complimented staff on producing the Citizen's Budget brochure and suggested including information on number of employees in departments in the future. He commented on the Summer Tour and spoke about the success of Telluride's affordable housing and electric car programs. Mr. Kernan believed that electric cars are worth pursuing and commented on the potential of powering them with solar.

In response to a question from Mr. Kernan about promoting the upcoming bond issue, Ms. Erickson explained that an offshoot of Mountain Trails Foundation is planning to promote the walkability bond. Mayor Williams relayed that the Consumer Report July issue covered electric cars; they received a poor rating with regard to efficiency, cost and handling. Marianne Cone spoke about Miners Day and the status of the bus shelter project. Roger Harlan stated that he attended a Library Board meeting for Marianne Cone, and expressed his interest in being assigned as liaison to the Library Board next year. Because of dwindling book sales, Friends of the Library contracted with a wholesaler who will sell our inventory over the Internet. Mr. Harlan reported on an 11 lot housing project concept in Kamas initiated by Mountainlands Community Housing Trust. Mayor Williams reported on the Mayor's meeting in Coalville where highway funding and sustainability projects were discussed. He spoke about a presentation on incinerating garbage to generate electricity and exploring more sites in the County for wind power.

Mayor Williams referred to the article in the *Park Record* about the Council's prior decision to remove the requirement of disclosing financial campaign disclosures prior to the Primary Election. There was discussion about not recalling the specifics of the reasoning for the amendment recommended by staff some time ago. He felt it in the best interest of voters to have campaign finance information available to the public. Jim Hier pointed out that expenditures may be encumbered but unpaid at the time of a primary election and the reporting form may have to be modified. It may make the most sense to limit disclosure to revenues. There was support to explore an amendment to more closing match state requirements.

Mayor Williams discussed meeting with the Newcomers Club where oversight of walkablility bond revenues emerged as a concern. He suggested establishing an advisory committee, much like COSAC, to make recommendations on street projects which may make voters more comfortable with supporting the bond. Roger Harlan expressed concerns that the purpose be clear that it is an advisory group. Joe Kernan felt this is a good idea and Jim Hier pointed out that COSAC works well as a recommending body. Mayor Williams felt it would be more effective to consider the amendment before the General Election. Mr. Williams reported in detail on the national mayors' conference held in Sundance on climate change during the week. He added that Tom Bakaly also attended.

2. Animal Control MOU and amendment. Police Chief Lloyd Evans explained that a year ago, Summit County introduced the revised MOU providing for animal control enforcement within the Park City limits. For over a year, an animal control officer has been assigned specifically to Park City and he feels comfortable that staffing an officer here will continue, although it is not provided for in the MOU. He referred to a matrix in the staff report illustrating the differences between the County's and the City's animal control ordinances which staff believes are not substantive. The value of adopting the MOU far outweighs any modifications to the City's ordinance to mirror Summit County's legislation.

Roger Harlan relayed that his wife is a member of the Friends of the Animals Board and he asked that she review the MOU and ordinance. He brought up a provision regarding owners proving proof of vaccination of their pets in custody in the shelter and this was briefly discussed as well as number and source of citations.

3. Interview of PAAB applicants. The City Council interviewed Puggy Holmgren and Jeanne Davison who applied to serve on the Public Art Advisory Board.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 13, 2007

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, September 13, 2007. Members in attendance were Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Max Paap, Special Events Manager; Dave Gustafson, Project Manager; and Bred Howser, Budget Analyst.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

1. Stage 1 drought regulations. Water Manager Kathy Lundborg announced that Stage 1 restrictions have been lifted as of Saturday and a press release will be distributed tomorrow.

2. Swearing-in of Police Officer Ben Powers – Chief Lloyd Evans introduced Ben Powers and the Mayor administered the oath of office.

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

Candidate orientation - Michael Kaplan, former candidate, thanked everyone who supported him and pointed out to Council the quality of the candidate orientation organized by Tom Bakaly.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF AUGUST 16, 2007

Joe Kernan, "I move to approve the work session notes and minutes of the meeting of August 16, 2007". Roger Harlan seconded. Candace Erickson abstained as she was not in attendance. Motion carried.

Marianne Cone	Aye
Candace Erickson	Abstention
Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Aye

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")*

Award of contract to Curb-It Inc, in a form approved by the City Attorney for recycling services for the Main Street and City Park facilities in the amount of $22,101 – Max Paap explained that there will be seven cans installed on the street for collection of co-mingled material which will be sorted by Curb-It in Heber. Jim Hier, "I move we authorize the City Manager to enter into a contract with Curb-It, as described in the staff report". Roger Harlan seconded. Motion unanimously carried.

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

1. Consideration of an Ordinance approving a Condominium Conversion for Pod B1 in Empire Pass, Nakoma Condominiums - Planner Brooks Robinson recommended a continuance to September 20, 2007. Roger Harlan, "I so move". Marianne Cone seconded. Motion unanimously carried.

2. MFL amplified music Park City Oktoberfest on September 28 and 29, 2007 at the Town Lift Plaza – Max Paap explained that staff met with applicant Michael Kaplan in August to discuss the possibility of holding the event, and an application was submitted on August 21 which was incomplete. Mr. Kaplan applied again on August 27, 2007 with an alternative location specified at the Town Lift Plaza. The Municipal Code requires that MFL applications be received no less than 90 days before the event, however, Council has the discretion to waive this provision. The application proposes amplified music, vendors, and a beer garden. He added that the Park Silly Sunday Market holds an active MFL including an Oktoberfest celebration slated for October 14 which was approved by Council on April 19, 2007.

Candace Erickson felt that modeling this event after Snowbird's Oktoberfest, geared toward daytime activities, is not a good comparison. Michael Kaplan explained that most people will probably opt to be inside the heated tent. In response to a question from Council member Harlan, Mr. Paap advised that the applicant must comply with all outdoor amplified music regulations. The Mayor opened the public hearing.

Kimberly Kuehn, Park Silly Sunday Market, stated that these two Oktoberfests will feature the same band. She added that they met with both Mr. Kaplan and Mike Sweeney and she has no problem collaborating in the future, but PSSM has scheduled this a year in advance. Their plan was before Council in November, approved in April and the prospect of this event *takes the wind out of their sails*. They are considering a two-weekend Oktoberfest next year and possibly changing the dates.

Jules Harrison, Park Silly Sunday Market, pointed out that the prospect of approving this event would make their event the second Oktoberfest of the season. Because of this, they made an executive decision to significantly scale back on what was originally planned.

Junior Richard, technician for Mr. Kaplan's event, explained that there will be a variety of music including local musicians. He felt this is a good opportunity to test activities.

Council member Harlan pointed out that the location of the stage on the open plaza will not block sound like having the stage located in the street between buildings. Mr. Richard acknowledged that sound will travel further but stated they will comply with all decibel level requirements.

With no further comments from the audience, the Mayor closed the public hearing.

Mayor Dana Williams advised Council to deny this request for no other reason than failure to meet the 90 day application requirement. He continued that PSSM has planned and marketed their Oktoberfest for six months and is being usurped by this recent application. He acknowledged the importance of special events in the community, but felt this is completely unfair to PSSM. Candace Erickson expressed that it is difficult to determine if PSSM's event will be harmed but the City Council awarded organizers an economic development grant and approving this request seems inconsistent with the intent of the City Council.

Marianne Cone suggested calling the event something else, like a *Fall Festival*. Michael Kaplan explained that he began the Park City Oktoberfest, aka Main Street Oktoberfest, in 2001 and incorporated and reserved both names. As a result, he cannot change the name of the event. He stated that he suggested combining both events on the same weekend but PSSM refused and he was forced to chose an earlier date. It is anticipated that the event will be small, attracting 200 to 400 people, and he doesn't feel it will interfere with PSSM's activities. Discussion again ensued regarding changing the name of the event, and Mr. Kaplan reiterated his argument that the name has been reserved and they can't change the name of their event. PSSM has been offered to use the name, which he felt was very gracious on his part.

Jim Hier agreed with Mr. Erickson's comments and expressed that it is difficult to anticipate the value a 200 person event would bring and feels there may be potential harm to PSSM's Oktoberfest event. There is no good cause in his mind, to waive the 90 day application requirement. Joe Kernan added that he wished more collaboration occurred between parties and described his uncertainty of the impacts of holding both events. However, PSSM has proved its success over the summer and he is inclined to deny the request.

Mark Harrington clarified that Council, not staff, has the ability to waive the 90 day requirement if there is good cause. There are two conflict provisions in the Code; one dealing with events held the same day and another regarding interference with another festival for which a license has already been granted. He encouraged framing a motion on these two code provisions. Jim Hier, "I move to deny the request for a master festival license based on the fact that it was not submitted under the criteria established for that purpose and based on Section 4-8-5(d) that the event would substantially interfere with another special event for which a license has already been granted. Based on both criteria, I move to deny processing this master festival license application". Marianne Cone seconded. Motion carried unanimously.

4. Consideration to authorize the City Manager to execute Addendum No. 1 to the Professional Services Agreement with Bowen Collins & Associates in the amount of $144,000 for a total contract value of $419,000 – Kathy Lundborg explained that fees were estimated as a percentage of construction costs. This addendum reflects true contract costs, of which $92,000 represents a master plan update. In response to a question from Marianne Cone about accounting for $35,000 categorized as miscellaneous, Ms. Lundborg explained that the amount represents a number of small tasks anticipated every year. Jim Hier described the amount as a contingency and pointed out that payments will not be made until services are rendered. Candace Erickson. "I move we authorize the City Manager to execute the first addendum to the professional services agreement with Bowen Collins & Associates". Joe Kernan seconded. Motion unanimously carried.

5. Consideration to authorize the City Manager to execute a Construction Contract, in a form approved by the City Attorney, to Action Snowplow and Lawn Care, Inc. in the amount of $129,662 – Dave Gustafson explained that four companies attended a pre-bid facility walk-through and two bids were formally submitted. Action Snowplow and Lawn Care is the recommended contractor; the landscaping will be installed as soon as possible, if approved. Marianne Cone acknowledged that the lawn is drought tolerant, but expressed her disappointment it will have to be mowed and requires a watering system. She acknowledged the post office landscaping adjacent to the area, but doesn't feels planting materials have to be the same Mr. Gustafson explained that maintenance will be minimal because the area is so small. He pointed out that the new police facility is across the street from the golf course on the entry corridor. The landscaping will merge into the post office's green area and wild flowers and grasses are planned in another section. Mr. Kernan appreciated the design of the irrigation system which appears to be very efficient. For the benefit of Roger Harlan, Mr. Gustafson expressed that Action is very qualified and installed the landscaping at Quinns Junction. Candace Erickson, "I move to authorize the City Manager to execute a contract with Action Snowplow and Lawn Care". Joe Kernan seconded. Motion unanimously carried.

6. Consideration of an Ordinance amending Title 4, Chapter 2, of the Municipal Code regulating business licensing in general – Bret Howser explained that the City Council approved a resolution creating the Main Street Business Improvement District on August 30, 2007. Purposes of the BID included ensuring a single contractor for commercial trash collection and providing funding for business promotion. The proposed amendment requires businesses within the District to have an account in good standing with the selected commercial trash service provider before receiving a business license. Item 7 contemplates a tax of $156 per business collected with the business license fee. The Mayor opened the public hearing on Item 6.

Mike Sweeney, HMBA, thanked the City Council for providing another opportunity for the HMBA to reach its goals.

Ms. Cone asked if the cost of the City providing administrative services in monitoring business licensing, Mr. Howser acknowledged that it hasn't been calculated but felt it will be minimal.

Jim Hier, "I move we adopt an Ordinance amending Title 4 of the Municipal Code requiring businesses in the Main Street BID to have a current account in good standing with the City's chosen commercial solid waste removal service provider before the business can obtain a business license". Marianne Cone seconded. Motion unanimously carried.

7. Consideration of an Ordinance levying a tax of $156 on all businesses within the boundaries of the Main Street Business Improvement District – See comments under Item 6. The Mayor opened the public hearing. With no comments from the audience, the public hearing was closed. Jim Hier, "I move we adopt an Ordnance levying a tax of $156 per business tax on all businesses located in the Main Street Business Improvement District for the purpose of business promotion and the aforementioned adoption of the Municipal Code amendment". Roger Harlan seconded Motion unanimously carried.

VII ADDITIONAL DISCUSSION – AGENDA ITEMS

None.

VIII 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 3:30 p.m. Members in attendance were Mayor Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Kathy Lundborg, Water Manager; Jerry Gibbs, Public Works Director; Myles Rademan, Public Affairs Specialist; Craig Sanchez, Director of Golf; and J. Craig Smith, legal counsel. Jim Hier, "I move to close the meeting to discuss property and litigation". Joe Kernan seconded. Motion carried unanimously. The meeting opened at approximately 4:30 p.m. Marianne Cone, "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

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
SEPTEMBER 20, 2007

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Patrick Putt, Planning Director; Ken Fisher, Recreation Manager; Matt Twombly, Project Manager

Dave Nicholas, IBI Group

Absent: **Council member Marianne Cone**

1. Council questions/comments. Candace Erickson updated members on projects and events conducted by the Friends of the Farm. Joe Kernan spoke about CTAC exploring new measures and benchmarks in formulating goals. Roger Harlan reported on School Board business and the Leadership Program selection process and Jim Hier commented on the use the optical scan ballots and the canvass for the Primary Election. Mayor Williams reported on the Coalition of Governments meeting during the week and asked if Council is comfortable with sharing the solid waste study with the Mayors of Summit County, acknowledging that it is being funded by Summit County and PCMC. Jim Hier stated that he has no objection with sharing the information but felt the coalition should respond in writing. The City Manager interjected that a joint meeting with the County, SBWRD and the City on the solid waste study is contemplated in late October. Candace Erickson emphasized that she is amenable to distributing the report to the group, but not if the review causes delays. The project should remain on track. Roger Harlan and Joe Kernan agreed.

Patrick Putt invited members to attend the Historic District charette on Monday scheduled at 5 p.m. to 6:30 p.m. which will be presented as an interactive exercise with the public. The Mayor spoke about meeting with contractors concerned with the challenges of installing solar applications in Old Town.

2. Old Town Neighborhood Park – 130 Grant Avenue. Ken Fisher referred to his staff report and explained the development of a master plan for neighborhood parks and the passive design contemplated for this parcel. He introduced Dave Nicholas, IBI Group, who facilitated the master plan and developed the park at the Racquet Club as well as the new park and in Prospector and redevelopment of the Prospector Park. The master plan was presented to the public in May and at all four neighborhood barbecues where feed back was very positive.

Consultant Dave Nicholas referred to the guiding principles formulated for neighborhood parks and the emphasis of enhancing the natural assets of this parcel. He discussed a circulation plan from Swede Alley and the suggestion of adding a bench on Hillside Avenue to view the park from above. Jim Hier felt that the $450,000 estimate seems high, especially since there are no buildings. Mr. Fisher explained that there are a number of unknowns and more cost information will be available when the construction document is complete. A construction contract is not scheduled tonight. For the benefit of Roger Harlan, Mr. Twombly explained the status of moving and refurbishing the historic Tallon House and removing a dilapidated shed in the area, as part of the Wisknewski property project. Candace Erickson explained that as the Council liaison to RAB, she has had opportunities to become more familiar with the details of the design and Mr. Nicholas described the plan through illustration of a rendering. Mayor Williams encouraged using drought tolerant plantings and Patrick Putt ensured him that staff will work with the consultant on sustainabilitly features.

3. Review of regular meeting. Council members had no questions or comments on agenda items.

4. Public input – public safety. Brad Burrill, Oakley resident, relayed that he prefers to comment now rather than waiting for the regular meeting. He briefly commented on his concern of the operation of illegal power stations and their impacts on public safety. He submitted written comments to the City Recorder for the record.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 20, 2007

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, September 20, 2007. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Marianne Cone was excused. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Ray Milliner, Planner; Brooks Robinson, Planner; and Kent Cashel, Assistant Public Works Director.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Joe Kernan disclosed his company's recycling contract with Royal Street and Talisker Corp.

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

1. Walkability challenge - Puggy Holmgren, resident, stated that she filled up her gas tank in December 2006 and refilled it for the first time this week. She encouraged Council members to support walkability projects so that people use less gas.

2. Microwave towers – Mayor Williams referred to input rendered by Mr. Burrill during work session.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF AUGUST 30, 2007

Jim Hier, "I move we approve the work session notes and minutes of the meeting of August 30th". Joe Kernan seconded. Motion carried.

Marianne Cone	Absent
Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Aye

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")*

Roger Harlan, "I move to approve Consent Agenda Items 1, 2 and 3". Candace Erickson seconded. Motion carried.

Marianne Cone	Absent
Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Aye

1. Appointment of Puggy Holmgren and Jeanne Davison to the Public Art Advisory Board for two-year terms expiring July 2009 – Staff recommends approval.

2. Resolution approving the Utah 9-11 Grant Special Billing Agreement between Park City Municipal Corporation and the State of Utah's Department of Public Safety, 9-1-1 Committee and authorizing acceptance of grant funds – See staff report.

3. Authorization to the Mayor to execute a Vacation of Easement for Deer Valley Resort, in a form approved by the City Attorney – See staff report.

VI OLD BUSINESS *(items previously discussed and continued for consideration)*

1. Consideration of an Ordinance approving a Condominium Conversion for Pod B1 in Empire Pass, Nakoma Condominiums – Planner Brooks Robinson explained that this is the second stage of the project containing 18 condominium units. He made a change to the wording of Conditional of Approval No. 4, ensuring that unit equivalents are consistent with the Flagstaff Development Agreement. City Attorney Mark Harrington explained that Planning Commissioner Jack Thomas disclosed an interest in the project and excused himself from deliberating and voting. Jim Hier asked about the status of the production of affordable housing and Mr. Robinson explained that staff has been talking to Talisker about its outstanding obligations. If the housing is not provided as specified, certificates of occupancy for buildings coming on line will not be issued. The Mayor opened the public hearing, and with no comments from the audience closed the hearing. Joe Kernan, "I move we approve the condominium conversion for Pod B1 in Empire Pass, Nakoma Condominiums". Roger Harlan seconded. Motion carried.

Marianne Cone	Absent
Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Aye

2. Consideration of an Ordinance approving the 8200 Royal Street East record of survey amendment – Planner Ray Milliner explained that the City Council reviewed this item and expressed a number of concerns dealing with awareness of the accessory building planned on the property and remanded it to the Planning Commission for consideration. On August 22, the Commission forwarded a positive recommendation to Council as conditioned by the ordinance.

Brent Glissmeyer, representing Stag Lodge, explained that they met with the neighbors and an agreement is in place memorializing the terms of the project. The structure was moved and landscaping enhanced. He felt that the concessions made on Stag Lodge's behalf were significant but he was pleased to arrive at mutually agreeable terms and move ahead. Candace Erickson thanked Mr. Glissmeyer and felt they went well beyond what was expected and she thanked Mr. Milliner on his well written staff report. The Mayor agreed and opened the public hearing. There was no public input.

Jim Hier, "I move we adopt the amended record of survey map for the Stag Lodge common area and approve it based on the findings of fact, conclusions of law, and conditions of approval found in the draft ordinance". Candace Erickson seconded. Motion carried.

Marianne Cone	Absent
Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Aye

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

1. Consideration of the Short Range Transit Development Plan Draft – Kent Cashel explained that in June 2006, the City Council authorized a study with LSC Consultants who conducted the previous two short range transit plans. He thanked Council members Roger Harlan and Jim Hier for participating in the process. The draft is a seven year management, operations, and capital plan for transit development. Considerations include management, recruitment, retention of staff, and expansion of transit services, equipment and facilities. The financial model evaluates revenue sources to offset the expense of implementing plan elements and adoption of a transit development plan is a requirement of the Federal Transit Administration in qualifying for funding. Projects in 2008 include a new recruitment and retention team position to secure staffing needed for seasonal service. The free bus system will be better marketed and Mr. Cashel explained the new routing for Pinebrook and the bus plan for The Canyons. In 2009, a Kamas commuter service will be implemented in the morning and evening; there will be a nominal charge because of the distance. A fixed route service to Quinns will be established and advanced passenger technology implemented for the purpose of tracking vehicles in real time. The construction of the maintenance facility is also planned in 2009 as well as improving bus stop, bicycle and pedestrian connections and marketing enhancements.

Mr. Cashel continued to explain that in 2010, the Montage Hotel shuttle will begin. In 2011, the Snyderville shuttle route and other express services will be interconnected and signalization equipment along SR224 for buses will be installed. For the remaining years until 2014, dispatchers will be hired, and potentially the second phase of the maintenance center will occur. In 2014 the County is planning significant improvements at The Canyons and a dial-a-ride will be implemented in Jeremy Ranch. Kent Cashel discussed fairly sharing costs will the County where an agreement has been reached to proportionally share in costs. The private transportation sector in town is strong and remains a good link to Salt Lake City. He recommended holding a public hearing tonight and taking public input which can be considered before adopting a plan by resolution on October 4. Mayor Williams asked if there are plans to modify SR248 with to accommodate high occupancy vehicle lanes especially in consideration of promoting shuttles and Mr. Cashel believed UDOT would be amenable to discuss modifying the landscaped median to create more space. He felt the next step would be to collect more data. Dana Williams felt it important to talk with Wasatch County about commuter programs and suggested that a statement about working with Wasatch County be included in the plan. Mr. Cashel pointed out that the commuter service last year to Heber will probably continue this year. The distances from Kamas and Heber City are about the same, but Kamas may be a little easier to implement because transit can be easily centralized and it is located in Summit County. Although Heber is larger than Kamas, Park City draws as many employees from Kamas. Mr. Hier emphasized the importance that Wasatch County recognize the need for efficiently moving employees and to participate in those costs. It is appropriate to begin a service in Kamas. Joe Kernan referred to the proposed $3 commuter fare and Kent Cashel explained that the fee is typically set at 20% of operating costs. In some instances, employers cover subscriber costs which provides another revenue stream.

The Mayor opened the public hearing and with no comments from the audience, requested a motion to continue the hearing to October 4, 2007. Roger Harlan, "I so move". Candace Erickson seconded. Motion carried.

Marianne Cone	Absent
Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Aye

2. Consideration of the recommendation to deny a plat amendment for 255 Ridge Avenue, King Ridge Estates – Brooks Robinson explained that the project comes to the Council with a negative recommendation from the Planning Commission. A complete application was received by the City in October 2006. Geotechnical reports, utility plans, etc. were subsequently requested by staff. The proposal is to combine a number of Old Town lots into three lots of record; lots are proposed at 5,902, 5,898 and 7,208 square feet with a dedicated portion of the road to the City containing 2,100 square feet. Ridge Road was not built in its platted right-of-way and crosses a number of parcels, including 255 Ridge. The Planning Commission reviewed the application on February 14, March 14, April 25, July 11 and July 25, 2007 and conducted a field trip on February 28 with the interested public. He explained that at the April meeting, the Commission requested more information regarding access as it was proposed to use the platted but unbuilt Ridge Avenue right-of-way for a private driveway which required a conditional use permit review. Mr. Robinson stated that the staff recommended approval of the plat

amendment, acknowledging the necessity of a steep slope CUP review and the Historic Preservation Board review. The Commission found that access provided by the driveway was not compatible with the Historic District residential neighborhood and the retaining wall on the ridge required for the driveway was unlike anything in the Historic District, except for the retaining wall for the Marsac Building which is a larger scale. He clarified that the building site is not visible from any vantage points enumerated in the Land Management Code. He spoke about adjacent developments with house size limitations which were not negotiated as part of this project.

Sean Marquardt, representing King Ridge Estates, through illustration of a PowerPoint presentation, pointed out that in a 1920s photograph, there were multiple homes along Ridge Avenue. He spoke about the ownership of the property and there is no history of anyone applying to the City for development of the parcels. The intention of the plat amendment is to redevelop 13 platted lots and dedicating 2,110 square feet to the City where Ridge Avenue crosses an unplatted section. He stated that the lots and homes will be similar in size to surrounding neighbors and will contribute to the historic core. The proposed footprints are 2,117, 2,118 and 2,404 square feet while footprints approved in the area range from 1,950 to 3,400 square feet. The two–tiered retaining wall is proposed at 11 feet at the tallest point and he displayed examples of retaining walls in the City which are much more intrusive. He described the varying widths of Ridge Road and the likely flow of traffic and added that the placement of the lots and access has been approved by the City Engineer as compliant with the LMC.

Mr. Marquardt displayed a schematic of the utility plan and pointed out a 30 foot easement which will act as a buffer for the Daly neighborhood. IGES Engineering prepared geotechnical analyses reviewed by the City Engineer and Chief Building Official. The April 25 staff report acknowledges that there are no unsuitable land conditions or potential adverse impacts to the City, to the general welfare of future lot owners in the subdivision and/or to the community at large. The traffic study was completed in December 2006 which concluded that three primary residences would generate 30 trips per day with the majority of traffic flowing to King Road; by comparison Hillside Avenue accommodates 230 trips per day. Mr. Marquardt stated that he measured the width of asphalt (not including curbs) of many Old Town streets. Prospect Avenue is 10 feet, Hillside Avenue is 14’6” wide, Daly Avenue is about 22 feet, Ridge by Daly is 12 feet and widens to 16 feet, Sampson Avenue is 13 feet, Norfolk Avenue 13 feet, and King Road is 25 feet. The site is not visible from any vantage points identified in the LMC.

He displayed examples of other projects where the maximum above-ground square footage has been noted on the plat. He displayed a picture of the construction at 85 King Road where the retaining wall is quite large. He spoke about a project on Ontario Court containing 6,671 square feet with a footprint of 2,140 square feet and a lot size of 7,431 square feet and 503 Woodside Avenue containing two buildings and a pool house with an average footprint of 3,470 square, the square footage per home is 8,000 square feet. The retaining wall is a three tiered system and the tallest wall is 12’6” at the back of the property. There was discussion about this example being a part of the Treasure

Hill MPD. Mr. Marquardt detailed the proposed retaining wall system for 255 Ridge Avenue, including vegetation and locating it four feet within the property line and displayed other examples of retaining walls on Sampson, Woodside, and Marsac. He encouraged Council to favorably consider approving the plat amendment as the proposed density and use are consistent with the General Plan as illustrated by the plat amendment examples presented. The City Engineer has approved the utility and the project conforms with the LMC and exploring solutions to steep slope issues will occur through the conditional use permit process. Mr. Marquardt respectfully requested that the City Council amend the findings of fact and conclusions of law to allow the project to proceed. The Mayor opened the public hearing.

Ralph Larson, King Ridge Resources LLC, felt that any problem can be solved on the property and pointed out that they have worked closely with staff and members of the neighborhood. The project meets all code requirements and they have addressed neighborhood concerns. They would like to move forward.

Duane Snyder, applicant, agreed with Mr. Larson's comments regarding compliance and willingness to meeting with the neighbors. It is their desire to build a quality product.

Doug Matsumori, attorney for the applicants, explained that his involvement has been relatively short. However, he pointed out that the record clearly shows that from the beginning, the project was being consistently recommended by staff for approval. The project is compliant but at the July 25 Planning Commission meeting, there was considerable discussion on unarticulated standards, and direction to staff to formulate conclusions for denial. It was very confusing. He is concerned about the resulting findings which don't necessarily apply to the City's standards to amend a plat. Finally, any outstanding issues can be adequately addressed through the CUP and building permit processes. He hoped that this will be taken into account by Council, as this is a project that he feels should be approved.

Gus Sherry, Canyon Engineering, stated that his firm has worked closely with the applicants from the beginning of the project. The project improves the area for access and fire protection and pointed out that Park City has a long history of using retaining walls. To say that they are not compatible is outrageous in his opinion. He described the proposed state-of-the-art driveway coming off the hairpin turn on Ridge Avenue, which is wider than the street. The slope is less steep than other streets in the area and the driveway will provide turn-around opportunities. He explained that as a part of the extension of the water main, a fire hydrant will be added at the intersection which will substantially improve fire protection for the hillside. Mr. Sherry discussed meetings with Eric DeHaan and Ron Ivie on numerous occasions where they received buy-in on both the access and fire protection and he is proud to be a part of this project. Mr. Sherry emphasized that the retaining wall debate is blown out of proportion because on average, the two walls are four feet tall.

Rick Brat, 470 Woodside Avenue, explained that originally he was skeptical of the project but as he became more familiar with the project, is now in favor of the application. The Mayor asked if he has a connection with the project itself. Mr. Brat stated that he sold the project to the current owners.

Mike Kraus, 502 Woodside Avenue, relayed that the project has been under review for quite some time and the neighborhood has been involved. He felt this group has addressed concerns outside of the parameters of a plat amendment. These issues really should be addressed through the appropriate processes; this is a simple plat amendment. The applicants are down-zoning 12 lots to 3 lots and the lot configurations and footprints are typical in the zone. The utility plan will be an improvement for everyone in the area and on-going concerns should be addressed in the right forum. The Mayor asked if he has any connection with the project. Mr. Kraus stated that he does not. He was part-owner in the property in the past but has no financial connection now.

Brent Bodden, property owner, noted that staff has been extremely helpful. The applicants have met with the neighbors and he described the buffer proposed for the benefit of Daly residents. He recommended that the findings be revised and that Council approve the plat amendment since they have complied with all requirements.

With no further comments, the Mayor closed the public hearing.

Joe Kernan asked if density is consistent with other projects in the area, and Brooks Robinson felt it is within the range of other properties in the HRL zone. Mr. Kernan suggested that perhaps it would be better to have a number of small homes instead of medium sized residences. Candace Erickson referred to comments in the Planning Commission minutes from resident Steve Deckert and asked for his input.

Mr. Deckert relayed that the applicants have made good concessions with regard to the design of the three lots but he still is concerned about the total lack of understanding about the neighborhood. There is another application for three more homes next to this project and the other side of the street is yet to be developed. Maybe two homes is the better number for a variety of reasons. The hillside is very steep and fragile and he still has concerns about the north residence and the driveway. There really isn't enough detail at this point and he hoped that a height exception will not be requested during the steep slope CUP review. Steve Deckert believes the subdivision ordinance gives the Planning Commission the right to exercise more discretion during the process, but once the lots are approved there are tools to expand the project. The Mayor re-closed the public hearing.

Ralph Larson emphasized that this is a plat amendment and the City can still address Mr. Deckert's concerns and reiterated the improvement in fire suppression, erosion control, and adding value to the area. They need to move forward.

Gus Sherry, engineer, discussed the level of study conducted on the project and the applicants will not be requesting a height exception. Sean Marquardt added that the homes can't be design without the approval of the platted lots, but they will be compatible with the area.

Roger Harlan felt that not all issues can be resolved, especially in consideration of the challenging nature of the steep site. He felt that it will be incompatible because the structures are new construction and was not pleased with the letter from the applicants' legal counsel Included in the meeting packet. He asked the applicants to reduce the project to two homes. Jim Hier stated that the conclusions is that the project is incompatible with the neighborhood and he has not heard anything compelling that cause him to disbelieve the findings and conclusions outlined in the staff report. His position is to support the denial as recommended by the Planning Commission and the staff report. City Attorney Mark Harrington clarified that staff initially rendered a positive recommendation and he advised to only refer to the Planning Commission. Jim Hier clarified his reference to be to the staff report prepared for the Council meeting on September 20, 2007 which includes the findings and conclusions. Mr. Harrington also advised that the legal letter in the meeting packet is not really a consideration of the City Council and felt they were entitled to submit this correspondence in consideration of the process. He warned members that statements about new construction being incompatible are inadequate *and won't carry the day*. He acknowledged that the Planning Commission's findings could be refined with more detail, and noted that he is hearing contradictory comments from members. The City Attorney urged members to move forward with more clarity in formulating findings. Joe Kernan expressed that it would be helpful with Findings Nos. 6, 7 and 8 if there reference to criteria why these footprints are not of the right character and scale. Mark Harrington stated that it is incumbent upon the Council to formulate that type of finding and he explained the necessity to present facts supporting a conclusion. Similarly with regard to compatibility, Mr. Kernan is correct. If the members support sustaining the Planning Commission's recommendation, he strong suggested that members gain a better understanding because there is room for debate. Many slides were examples from other areas and zones, and Mr. Harrington encouraged Council to consider elements of the evidence presented, like the retaining walls, because some information was not presented to the Planning Commission. There was discussion that the Planning Commission may have not seen the photographs, but had much of the technical information. Steve Marquardt explained that the examples presented tonight were created to argue the negative findings and Mr. Hier suggested remanding this to the Planning Commission. The City Attorney advised against the action unless there is a finding of error. Remanding it for further review on more information is not advisable in consideration of the amount of time already expended on this review. Dana Williams asked why the plat amendment is not consistent with the Land Management Code or applicable state laws. Brooks Robinson pointed out that Finding of Fact No. 21 references an inconsistency with LMC §15-7.3-3(A). The Mayor felt that Conclusion Nos. 3 and 4 and incongruous: "*(3) Neither the public nor any person will be materially injured by the proposed plat amendment and (4) Approval of the plat amendment adversely affects the health, safety and welfare of the citizens of Park City*". Mark

Harrington explained that material injury is typically a direct adverse impact in terms of an existing right to an adjacent property owner or the public's interest. The Commission added a finding which reads *may* impact loss of light and snow shedding but they didn't amend this conclusion and he advised that members not sustain a decision on a *may* statement.

Mayor Williams explained past approvals and disappointing results and is concerned about losing the character of Old Town, acknowledging that it is not a debatable point. Although the size of the houses are unknown, he felt the project is incongruous with the surrounding area. Mr. Harrington urged members to tie a "*because"* statement to findings based on evidence and/or criteria. The Planning Commission focused on the challenges of an unusually difficult site and incompatible house size was based on impacts on the houses below. He referred to Mr. Kernan's line of thought to augment the findings with specific numbers. Candace Erickson agreed but pointed out that she doesn't have that information at the top of her head. It is information she would have to get from another source and would have t continue this matter.

Mark Harrington urged members to direct staff to examine specific information presented tonight. Dana Williams expressed that establishing grade can be problematic and Mr. Harrington explained that another alterative is somewhere in between staff's recommendation and going with a split recommendation including specific parameters limiting the review of the steep slope. Design parameters, building envelopes, setbacks, etc. could also be examined and memorialize those for the steep slope review. Again those should be based on reasonable evidence in the record. Jim Hier believed that the Planning Commission had a number of valid concerns but is somewhat uncomfortable with the lack of specificity of the findings. He suggested that the matter be continued with direction to condition the approval in such a manner, similar to the original application, but with more specifics as to what those conditions look like based on the concerns of the Planning Commission. He suggested using comparables from Daly, Kind and Ridge. Brooks Robinson explained that 255 Ridge is located in the HRL and the purpose of this zone is supportive or reducing house size and/or footprint and compatibility with the neighborhood. Jim Hier and Candace Erickson felt this would be very helpful. Mark Harrington understood that this will be continued to the next meeting on October 4, 2007 with direction to staff to re-draft the findings as outlined on Pages 32 and 33 consistent with Council direction this evening to augment those findings with some additional findings to further address compatibility based on Mr. Robinson's additional information and the applicant's presentation with regard to house sizes in the area as delineated by Council member Hier. Jim Hier, "I move to continue this item for two weeks and follow the directive as enumerated by the City Attorney". Mark Harrington emphasized that the findings will constitute an approval. Jim Hier amended his motion to include the approval statement. Joe Kernan seconded. Roger Harlan again expressed his desire to have reduce the number of lots to two. Jim Hier stated that number of lots is not part of the motion. Dana Williams believed there is relevant information in the staff report that can be applied and his concern is size and the shift in character in the Historic District. He asked that the motion be amended to include the February 14 staff report and not just the findings and conclusions but the whole report. Jim Hier felt it would be appropriate to reference the staff report as one of the findings, but many of those items are considered during the steep slope CUP as opposed to a plat application. Joe Kernan seconded the amendment to the motion. Motion carried. There was discussion about scheduling a site visit.

Marianne Cone	Absent
Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Aye

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 3:30 p.m. Members in attendance were Mayor Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Marianne Cone was absent. Staff present were Tom Bakaly, City Manager; Tom Daley, Deputy City Attorney; Kent Cashel, Assistant Public Works Director; Phyllis Robinson, Public Affairs Manager; Kim Leier, Human Resources Manager; and Mark Harrington, City Attorney. Candace Erickson, "I move to close the meeting to discuss property". Jim Hier seconded. Motion carried. The meeting opened at approximately 5 p.m. Jim Hier, "I move to open the meeting". Joe Kernan seconded. Motion carried.

Marianne Cone	Absent
Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Aye

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

City Council
Staff Report

Subject:	**Integrated Solid Waste Management Master Plan**
Author:	**Jerry Gibbs**
	Alison Butz
Department:	**Public Works and Sustainability Departments**
Date:	**October 4, 2007**
Type of Item:	**Informational**

Summary Recommendations:
Review the scope and timeline for the Integrated Solid Waste Management Master Plan and provide direction to Summit County to move forward with the scope of work for the contract as written.

Topic/Description:
Discussion of the scope of the Integrated Solid Waste Management Master Plan

Background:
City Council adopted a joint Letter of Intent (LOI) on April 19, 2007 with Summit County and the Snyderville Basin Water Reclamation District (SBWRD) (attached). The Letter of Intent (LOI) identified two actions items. The first was to equally fund a permanent HazMat trailer to be located at the Summit County Landfill and the second item was to fund equally with Summit County a Solid Waste Master Plan Study with the SBWRD funding the remaining 20%.

The purpose of the LOI clarified cooperation between Summit, SBWRD and PCMC on developing policies and strategies to manage solid waste through 2050. The cooperation of all three entities allows the leveraging resources and building partnerships, ability to build cost-effective programs, prioritize materials and sectors where the greatest amount of waste reduction can be achieved, and minimize the risks to the health of the public and damage to our environment caused by the improper disposal of household hazardous waste. Summit County, SBWRD and PCMC agreed to use best efforts to adhere to the following concepts and ideas. These concepts and ideas are not binding on the parties.

1. Jointly fund and participate in a comprehensive update to the Summit County's *Solid Waste Master Plan* addressing long term (40-50 yrs.) disposal of solid waste, toxicity reduction, waste reduction, waste processing, landfill operations, disposal of wastewater solids, construction debris, regulations, cost and finance and education. Estimated study cost not to exceed $100,000.
2. Encourage Summit County to adopt an ordinance that imposes substantial fines for the illegal disposal of household hazardous wastes.
3. Jointly fund the purchase of a household hazardous waste trailer and place the trailer in a facility approved by all parties that is staffed by HazMat trained personnel. Estimated trailer cost of $15,000.

Summit County, SBWRD and PCMC participated in a selection process and chose CH2M Hill as the preferred solid waste consultant.

Analysis:
Since the selection of CH2M Hill, all three parties have worked to define the scope of work for the contract. The Scope of Work is divided into 5 tasks, which then specify further results that will be presented in a final report.

Task 1: Chartering Workshop
CH2M Hill will conduct a chartering workshop to present the approved scope of work of the master plan, clarify objectives and discuss outcomes.

Task 2: Landfill Action Report
The Landfill Action Report will summarize waste generation and composition, evaluation if the existing landfills should be closed, and calculate capacity of existing landfills. The report will evaluate the current landfill operations including the potential impacts from collecting and flaring off the methane from the current landfill.

The Landfill Action Report also includes a $30,000 component to design and estimate costs for two potential landfill cells. Two new cells increase the capacity for disposal for the next 30 years. Within this design, CH2M Hill will estimate the life of the landfill based on the following recycling rates of 25/50/75/100 percent. Summit County is responsible for this additional component.

Task 3: Waste Diversion Options Assessment
Task 3 includes the area where the City Council has expressed a very high level of interest in recycling efforts. The report will outline possible options for waste diversion. The options will include a cost estimate, general assessment of potential environmental impactions (including carbon footprint) and technical feasibility. The report will address recycling at 25/50/75 percent rates, household hazardous waste programs and composting.

Task 4: Biosolid Disposal Evaluation
This task is the primary interest of SBWRD. The resulting report will allow them to investigate the ability to dispose as well as compost biosoilds and other green waste material from the Sewer Treatment Plant.

Task 5: Project Management
This area includes the general management of the project.

Methane Gas Recovery
PCMC requested the addition of an analysis on the likely volumes of methane to be generated by a new 15-20 acre cell over time and an evaluation of whether or not it makes sense for us to try to capture that methane. This would include a discussion of

any state law requirements, the economics of methane recovery, and the value of the power to be recovered.

Department Review:
The staff report has been reviewed by Public Works, Economic Development and the Executive Departments.

Alternatives:

A. Approve the Request:
Review the scope and timeline for the Integrated Solid Waste Management Master Plan and provide direction to move forward with the scope of work for the contract as written.

B. Deny the Request:
Request Staff not move forward with the scope of work for CH2M Hill to perform an Integrated Solid Waste Management Master Plan. Summit County may modify the scope of work as they see fit and move forward on the plan without Park City.

B. Continue the Item:
Request Staff to return with additional information.

C. Do Nothing:
The contract with CH2M Hill would not move forward. Summit County and SBWRD may decide to move forward and fund the contract on their own.

Significant Impacts:
Regional collaboration and partnerships are high priorities for Summit County, SBWRD and PCMC (Goal #6). The three entities share the goals to reducing waste and further sustainable solid waste management through managing solid waste as a resource rather than a waste, reducing waste streams and minimizing the amount of household hazardous waste entering our landfill are priorities to all parties.

Summit County and PCMC will pay 40% of the cost of the project, and SBWRD will pay the remaining 20%. Summit County will pay additionally for the conceptual design/cost for the expansion options which is an additional $30,000.

Park City has allocated $50,000 funds to pay for the contract and the scope of work meets the needs of Park City to address their own waste stream. Summit County is planning to approve the contract, as the lead agency, on October 17th. We had originally discussed a joint meeting with the county, but with input from inter-agency Council/Commission liaisons decided on this process.

Recommendation:
Review the scope and timeline for the Integrated Solid Waste Management Master Plan and provide direction to Summit County to move forward with the scope of work for the contract as written.

Attachments:
Attachment A – Scope of Work

CH2M HILL
215 S. State Street
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Salt Lake City, UT 84111
Tel (801) 350-5200
Fax (801) 355-2301

Serving Utah for 25 years

October 2, 2007

Summit County
60 North Main
PO Box 128
Coalville UT 84017s

Attn: Mr. Kevin Callahan – Public Works Administrator

Re: *Final* Proposal for Integrated Solid Waste Management Master Plan

Dear Mr. Callahan:

CH2M HILL is submitting this final proposal to Summit County for development of an Integrated Solid Waste Management Master Plan (ISWMMP). The scope of work and objectives of the ISWMMP were revised based on discussions with Summit County and other stakeholders. As noted in our Statement of Qualifications (dated June 2, 2007), CH2M HILL proposes to team with Issa Hamud, P.E., of Five Star Engineers for this project. In the interest of clarity, this proposal refers to our team as CH2M HILL.

Based on our discussions with Summit County and other stakeholders, our understanding is that the two primary objectives of the ISWMMP are to:

1. Provide specific recommendations associated with solid waste management, to be implemented within the next 5 years.
2. Provide a general direction for Summit County's solid waste program for the next 30 years.

In order to meet these two objectives the ISWMMP will contain an overall assessment of the condition of the current facilities, an analysis of potential solid waste diversion options, and an evaluation of biosolid disposal options. The process of developing the ISWMMP will be an iterative process and will require a significant amount of input from Summit County in order to make sure that the County's objectives are met. The ISWMMP is intended to be factual in nature and is not intended to suggest or present policy for the county.

This proposal presents the scope of work and associated costs as we understand them at this time. In order to develop the scope and costs, we have assumed a certain level of detail for the assessment and evaluation of the various tasks. If the scope changes during the performance of this work or if the required level of detail changes, we will talk to Summit County as soon as possible to determine if there are impacts to cost or schedule.

It is assumed that CH2M HILL will incorporate the comments and suggestions of the solid waste technical committee. However, it is assumed that any discrepancy in comments or suggested revisions will be resolved by Summit County and that the county will be the primary point of contact for CH2M HILL.

SCOPE OF WORK

The scope of work for the ISWMMP is expected to include the following tasks. The results of each task will be presented in the final report.

Task 1: Chartering Workshop

The objective of chartering workshop is to present the scope of work of the master plan, clarify objectives, and discuss outcomes and possible options that will be addressed as part of the ISWMMP. It is assumed that Summit County will be responsible for inviting a select group of stakeholders.

Task 2: Landfill Action Report

The objective of Landfill Action Report is to evaluate current conditions, develop conceptual landfill options, and provide a clear list of action items. An underlying assumption of this report is that regardless of the implementation of other waste management options, Summit County will want to keep open a municipal solid waste landfill to serve the county residents and to retain flexibility and control of their solid waste program. It is assumed that this report will be provided under separate cover in order to provide this information to Summit County as quickly as possible in the event this information may be used for planning purposes.

1. <u>Waste Generation and Composition</u>: Project waste generation based on population projections, with a subset from the various sectors of the community (residential, commercial, industrial, and etc). Use existing population growth estimates provided by the County. Summarize available existing waste composition data (to be provided by the County).
2. <u>Evaluate if Existing Landfills Should be Closed</u>: Evaluate the two existing landfills (Three Mile Canyon and Henefer) and make a preliminary determination if the existing unlined cells need to be closed due to potential liabilities. Summarize closure/post-closure costs for each landfill (closure/post-closure cost information will be taken from the most current permit for each landfill).
3. <u>Calculate Capacity of Existing Landfills</u>: Estimate the remaining life/capacity of the two existing landfills assuming no change in diversion rates. This estimate will be based on a survey of the existing landfill (to be provided by Summit County) and a calculation of

remaining air space. It is assumed that the landfill's final cover elevation will be based on the previously-approved design.

4. Calculate Three Mile Canyon Landfill Capacity w/ Recycling: Estimate the remaining life of the Three Mile Canyon landfill if recycling is increased to 25%, 50%, 75%, and 100% from the estimated current level of 7%.
5. Evaluate Current Landfill Operations: Summarize current equipment, personnel, and operational procedures and identify specific ways to optimize operations and to maximize air space in the landfill. Evaluate potential impacts from actively collecting and flaring off the methane from the current landfill.
6. Landfill Action Items: Develop both specific short-term (5 year) and general long-term (5 to 30 year) action items specific to landfill capacity (e.g., permit new landfill, increase recycling to gain more life in existing landfills, etc.,) and present these action items in a comprehensive graphical time-line.
7. Conceptual Design of 30-yr MSW Landfill (Task 2b): Provide a conceptual design of two expansion options designed to provide Summit County capacity for municipal and commercial disposal for the next 30 years. Assume that each expansion option is located adjacent to the current Three Mile Canyon landfill. See the previously-submitted conceptual design proposal (attached as Appendix A) for more details. Estimate landfill life of each option assuming recycling rates of 7% (assumed to be current rate), 25%, 50%, and 75%.
8. Methane Evaluation: Provide a generalized analysis of the likely volumes of methane to be generated by a new 20 acre cell over time and a generalized evaluation of options to collect the methane. Provide a brief discussion of state law requirements, general components of a methane collection/conveyance/flare system, and an overview of the economics of methane recovery including potential end uses for the methane. It is assumed that the level of effort associated with this task will not exceed a total of 60 hours.

It is assumed that Task 2b (item 7) will be completed after the ISWMMP has been completed and it has been confirmed that Summit County would like to move forward on the conceptual design and cost estimate of two new landfill cells.

Task 3: Waste Diversion Options Assessment

Based on results of the chartering workshop and assessment of existing programs, a series of possible options for waste diversion will be developed. This analysis will include a screening-level assessment of each option with each option being evaluated against the following proposed criteria: 1) conceptual cost estimates, 2) general assessment of potential environmental impacts (carbon footprint, groundwater impacts, air quality, etc.), and 3) technical feasibility. Other evaluation criteria may be selected based on discussions with Summit County.

The general assessment process will be to identify and screen the options in order to develop a short list of options that will be subjected to further review. The screening process will largely be qualitative and will screen out options with obvious flaws (e.g., excessive costs, not technically feasible, etc.). This short list of options may then be evaluated in more detail. A summary of waste diversion options is presented below.

Recycling

1. Summarize currently-available recycling data including current diversion rates, percent of the various commodities recycled, and current recycling activities.
2. Evaluate options to increase recycling in the county, focusing on options likely to be most cost effective, accepted, and sustainable. Identify recycle options for primary waste streams (metals, paper, plastics, etc.), as well as the priority for recycling these waste streams.
3. Evaluate the approximate cost ranges associated with the recycling options and compare to savings realized from decreased landfill disposal. Based on these costs, determine optimum recycling percentage for the community (breakeven point) if it exists. It should be noted that increasing recycling % may be dependent on factors other then costs.
4. Estimate cost per ton to reach 25%, 50%, and 75% recycling. Provide a summary of recycle methods that would be employed to achieve each of these diversion rates. Include an estimate of the general costs associated with achieving each percentage. It is assumed that this primarily will consist of reporting currently available data to be provided by Summit County.
5. Based on the above economic analysis, and other factors to be determined in cooperation with Summit County, recommend a series of recycling actions including possible establishing a recycling percentage goal.

Household Hazardous Waste Program

1. Estimate current HHW collection diversion rates from information provided by Summit County, and compare to potential diversion rates.
2. Propose options to increase HHW diversion and estimate funds required to increase HHW collection and disposal.

Composting

1. Based on available waste composition data, estimate compostable (green waste) content in the waste stream.
2. Determine the approximate cost associated with composting with and without partnership and evaluate approximate break-even point for composting if it exists. Identify factors or conditions that may affect the feasibility of establishing a partnership.
3. Explore the removal of other organic waste from the waste stream such as construction waste.

Task 4: Biosolid Disposal Evaluation

Examine the following biosolid disposal options.

1. Monofill at the Three Mile Canyon landfill (Expansion).
2. Co-disposal in the Three Mile Canyon Landfill or in an adjacent expansion near the landfill.
3. Composting of biosolids and other green waste material through public and private partnership.

Provide approximate costs (capital and operational) for each of three options.

Task 5: Project Management

1. Provide appropriate level of project management including coordination with Summit County, procurement and coordination with the subcontractor, invoicing, and other activities associated with managing the work.

DELIVERABLES

CH2M HILL will provide draft and final versions of the Integrated Solid Waste Management Master Plan. It is assumed that the draft version will be presented to Summit County in a workshop session. The draft version will be provided at least three weeks in advance of this workshop in order to give Summit County and other stakeholders' time to review the document. It is assumed that Summit County will collect the responses and submit them to CH2M HILL.

SCHEDULE

The draft report will be due within 4 months from notice to proceed. The final version of the report will be due within 2 weeks after all comments have been received. The draft deliverables for Task 2b will be due within 3 months after approval of the ISWMMP.

City Council
Staff Report

Subject:	**255 Ridge Avenue Plat Amendment**
Author:	**Janet M. Scott, City Recorder**
Department:	**Executive**
Date:	**October 4, 2007**
Type of Item:	**Informational**

Recommendation:
On September 20, this item was continued to October 4, but more time needs to be provided to prepare for final action. Since the continuance was made to October 4, staff is recommending that the public hearing be opened and a motion made to continue to the meeting of October 11, 2007.

A field trip to the site is scheduled after closed session.

City Council Staff Report

Subject: Resolution Adopting a Short Range Transit Plan.
Author: Kent Cashel, Deputy Public Works Director
Department: Public Works
Date: October 4th, 2007
Type of Item: Legislative

Summary Recommendations:
On October 4th the City Council should adopt a resolution adopting the Short Range Transit Development Plan.

Topic/Description:
Resolution Adopting a Short Range Transit Plan.

Background:
On September 20th, 2007 the Mayor and City Council reviewed, commented on the attached Short Range Transit Development Plan.

Staff has addressed the comments provided by the Mayor, and City Council at its October 20th, 2007 meeting.

Summit County adopted the plan on September 19, 2007.

Analysis:
The Draft Short Range Transit Development Plan has been reviewed and commented on by The Mayor, Park City Council, Summit County Commissioners and the General Public at meetings held throughout the Month of September.

Based upon comments received at the September 20th Council meeting Staff will include following language in the final SRTDP:

Consider Park City – Heber City Commuter Service
Commuter bus service between Heber City and Park City has the potential to reduce the number of single occupant vehicles utilizing SR-248 to enter and exit Park City during peak hours. Park City will continue to work with Heber City, Wasatch County and private service providers to develop alternatives to serve this commuter corridor.

The final Short Range Transit Development Plan addresses the comments received during the September meetings

Department Review:
The City Managers Office, The Office of Capital Management and Budget and Public Works Departments have reviewed this report

Alternatives:

A. Approve the Request:

On October 4th City Council should adopt a resolution adopting the SRTDP. This is Staff's recommendation.

B. Deny the Request:

The Mayor and City Council could choose to not adopt a resolution adopting the SRTDP on October 30th, 2003. This alternative would leave Staff without a plan to guide development of transit over the next seven years and would jeopardize efforts to obtain Federal funding. This is not Staff's recommendation.

C. Continue the Item:

The Mayor and City Council could choose to continue the item.

D. Do Nothing:

The Mayor and City Council could choose to do nothing. This alternative would have the same impact as Alternative B.

Recommendation:

On October 4th the Council should adopt a resolution adopting the Short Range Transit Development Plan.

Resolution No.

RESOLUTION ADOPTING THE PARK CITY / SUMMIT COUNTY SHORT RANGE TRANSIT PLAN

WHEREAS, it is in the public interest to improve and develop public transportation services in Park City and its surrounding area; and

WHEREAS, public transportation improvements over time will benefit Park City residents including students and seniors through the provision of convenient and accessible transport between neighborhoods, commercial areas, community facilities and institutions; and

WHEREAS, other recognizable community benefits of public transit include reduced traffic congestion and parking demand, promotion of tourism and improving visitor experience, and mitigation of impacts to air quality and other natural resources; and

WHERAS, Park City is committed to continuing support and development of a coordinated and integrated regional transit system; and

WHERAS, Park City recognizes the importance of planning capital and operational expenditures over a multiple year time horizon

NOW, THEREFORE BE IT RESOLVED, that the Park City Municipal Corporation of Summit County, Utah formally adopts the Park City / Summit County Short Range Transit Plan.

PASSED AND ADOPTED this 4th day of October, 2007.

Chapter 11
Park City/Summit County Short Range Transit Plan

The following Short Range Transit Plan has been developed for Summit County and Park City, based upon the goals of the region, demographic and development trends, the evaluation of alternatives presented in previous chapters, the coordinated elements necessary for an effective public transit services, and legal requirements. This plan is intended to maximize the benefits of public transit service, while remaining within projected financial constraints over the planning period.

The various Service, Capital, and Institutional, Management and Financial elements of the Short Range Transit Plan are presented in three sections below. Together, these plan elements will expand the availability of transit services to the community, provide service to areas not currently served, increase the effectiveness of existing services, provide the community with a viable transportation option to the private automobile, and make the systems more convenient to use and more efficient to operate. Finally, an implementation plan is presented to guide transit improvements over the next seven years. Figure 49 presents a map depicting the service and capital plan elements.

A primary focus of this plan is the improvement of the capital infrastructure, particularly bus operations facility and transit passenger facilities. With rapid growth in transit services over recent years, capital improvements are now needed to support further expansions. The primary focus of City and County staff under this plan will be on these capital improvements. Operating expansions will occur, but at a rate supported by capital improvements.

OPERATING PLAN

Implement Modified Alternative B Fixed Route County Service Plan

The County transit services will be expanded as follows:

- The **Kimball Junction/Pinebrook West route** will be streamlined between Kimball Junction and Park City to improve running times by no longer serving Silver Springs or The Canyons beyond the Canyons Transit Center. This will reduce in-vehicle travel time between Kimball Junction and Park City by roughly 10 minutes. The route will be extended to serve a Park-and-Ride at the entrance to Jeremy Ranch. Three buses will continue to operate a 90-minute round trip route, providing service every 30 minutes along the route.

- One bus will continue to be used to operate the existing **Kimball Express/Highlands Estates East route**, adding one stop at the Canyons Transit Center.

- Two minibuses will operate the **Snyderville Shuttle route** connecting the Factory Outlet Stores and The Canyons via Kimball Junction, Bear Hollow, and Silver Springs. This route will be operated on a half-hourly schedule, providing flexibility to provide back-up service in The Canyons area or to serve new developments in the Kimball Junction area.

- One bus will operate the new **The Canyons Shuttle route**, connecting The Canyons Transit Center with the Grand Summit Lodge, Sundial Lodge, and other nearby residential/lodging

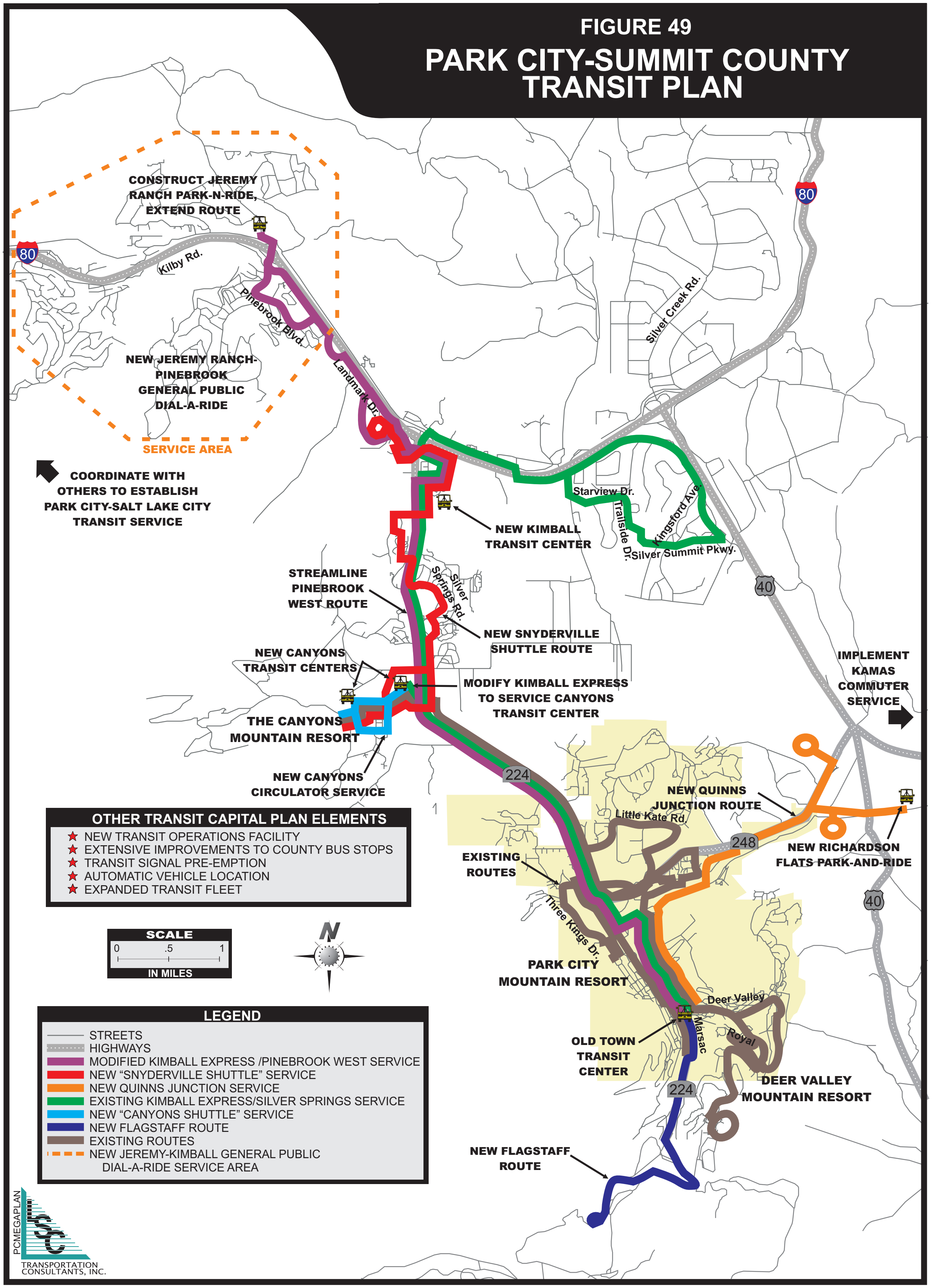


FIGURE 49
PARK CITY-SUMMIT COUNTY TRANSIT PLAN

facilities in the immediate Canyons area. This service will provide four runs per hour, providing direct bus-to-bus connections with all other County service routes at the Transit Center.

- In addition, the existing **The Canyons route** will continue to provide direct service every 20 minutes between Park City and The Canyons in the winter.

As shown in Table 48, these services will be scheduled to provide direct transfers between buses at the Kimball Transit Center, occurring roughly 15 and 45 minutes past the hour. In addition, convenient transfers will be provided at the Canyons Transit Center between northbound buses arriving from Park City and the northbound Snyderville Shuttle bus, as well as between the southbound Snyderville Shuttle bus and southbound departures to Park City.

This service will provide the following benefits:

- Reduced in-vehicle travel time between Kimball Junction and The Canyons/Park City
- Expansion of service area into Bear Hollow, Jeremy Ranch, and The Canyons
- Increased service frequency in the Kimball Junction area and along SR 224.
- Additional flexibility to serve new developments in The Canyons and the Kimball Junction areas

Jeremy Ranch – Pinebrook General Public Dial-A-Ride Service

The Jeremy Ranch, Summit Park, and Pinebrook areas have a development/street patterns that cannot be effectively served by fixed route transit. This area will instead ultimately be served by a General Public Dial-A-Ride service. This service will consist of one van, stationed in the area, that will be available to serve demand-response trips to residences in the Pinebrook, Jeremy Ranch and Summit Park areas (including The Trails, Hidden Cove, Southridge, and Timberline), as shown in Figure 49. Service would also be available to Ecker Hill Middle School, Gorgoza Park, and commercial developments within this area. In addition, passengers making trips to and from the Kimball Junction area will be provided with direct service. Passengers on this service making transit trips beyond Kimball Junction would need to transfer to a fixed route, providing “feeder” service to the Kimball West route. Service will be provided from 7:00 AM to 10:00 PM, every day of the year.

Implementation of this service is a lower priority to the fixed-route service improvements presented above, and will also need to wait until dispatching capacity of the transit program is expanded. Also, service will not be provided that requires travel on sub-standard roads including all unpaved roads.

As this service would also provide ADA service in the area, existing ADA service costs would be eliminated. The greatest benefit of this plan element is the expansion of public transit services to a substantial new service area. This service will also free existing Park City Mobility service to accommodate new demands in other areas. Finally, the service would tend to increase utilization of the other fixed routes.

Implement Kamas Commuter Service

A limited commuter service will be implemented between Kamas and Park City. Two buses will be parked overnight in Kamas, and used to operate two AM runs to Park City and two returning

TABLE 48: Transit Plan County Service Schedule

Based on winter service hours.

PINEBROOK WEST SERVICE

Bus	Old Town TC	Park City Mtn Resort	Canyons TC	Kimball TC	Jeremy Ranch	Kimball TC	Canyons TC	Park City Mtn Resort	Old Town TC
1	--	--	--	7:15 AM	7:30 AM	7:45 AM	7:54 AM	8:03 AM	8:10 AM
2	7:20 AM	7:27 AM	7:36 AM	7:45 AM	8:00 AM	8:15 AM	8:24 AM	8:33 AM	8:40 AM
3	7:50 AM	7:57 AM	8:06 AM	8:15 AM	8:30 AM	8:45 AM	8:54 AM	9:03 AM	9:10 AM
1	8:20 AM	8:27 AM	8:36 AM	8:45 AM	9:00 AM	9:15 AM	9:24 AM	9:33 AM	9:40 AM
2	8:50 AM	8:57 AM	9:06 AM	9:15 AM	9:30 AM	9:45 AM	9:54 AM	10:03 AM	10:10 AM
3	9:20 AM	9:27 AM	9:36 AM	9:45 AM	10:00 AM	10:15 AM	10:24 AM	10:33 AM	10:40 AM
1	9:50 AM	9:57 AM	10:06 AM	10:15 AM	10:30 AM	10:45 AM	10:54 AM	11:03 AM	11:10 AM
2	10:20 AM	10:27 AM	10:36 AM	10:45 AM	11:00 AM	11:15 AM	11:24 AM	11:33 AM	11:40 AM
3	10:50 AM	10:57 AM	11:06 AM	11:15 AM	11:30 AM	11:45 AM	11:54 AM	12:03 PM	12:10 PM
1	11:20 AM	11:27 AM	11:36 AM	11:45 AM	12:00 PM	12:15 PM	12:24 PM	12:33 PM	12:40 PM
2	11:50 AM	11:57 AM	12:06 PM	12:15 PM	12:30 PM	12:45 PM	12:54 PM	1:03 PM	1:10 PM
3	12:20 PM	12:27 PM	12:36 PM	12:45 PM	1:00 PM	1:15 PM	1:24 PM	1:33 PM	1:40 PM
1	12:50 PM	12:57 PM	1:06 PM	1:15 PM	1:30 PM	1:45 PM	1:54 PM	2:03 PM	2:10 PM
2	1:20 PM	1:27 PM	1:36 PM	1:45 PM	2:00 PM	2:15 PM	2:24 PM	2:33 PM	2:40 PM
3	1:50 PM	1:57 PM	2:06 PM	2:15 PM	2:30 PM	2:45 PM	2:54 PM	3:03 PM	3:10 PM
1	2:20 PM	2:27 PM	2:36 PM	2:45 PM	3:00 PM	3:15 PM	3:24 PM	3:33 PM	3:40 PM
2	2:50 PM	2:57 PM	3:06 PM	3:15 PM	3:30 PM	3:45 PM	3:54 PM	4:03 PM	4:10 PM
3	3:20 PM	3:27 PM	3:36 PM	3:45 PM	4:00 PM	4:15 PM	4:24 PM	4:33 PM	4:40 PM
1	3:50 PM	3:57 PM	4:06 PM	4:15 PM	4:30 PM	4:45 PM	4:54 PM	5:03 PM	5:10 PM
2	4:20 PM	4:27 PM	4:36 PM	4:45 PM	5:00 PM	5:15 PM	5:24 PM	5:33 PM	5:40 PM
3	4:50 PM	4:57 PM	5:06 PM	5:15 PM	5:30 PM	5:45 PM	5:54 PM	6:03 PM	6:10 PM
1	5:20 PM	5:27 PM	5:36 PM	5:45 PM	6:00 PM	6:15 PM	6:24 PM	6:33 PM	6:40 PM
2	5:50 PM	5:57 PM	6:06 PM	6:15 PM	6:30 PM	6:45 PM	6:54 PM	7:03 PM	7:10 PM
3	6:20 PM	6:27 PM	6:36 PM	6:45 PM	7:00 PM	7:15 PM	7:24 PM	7:33 PM	7:40 PM
1	6:50 PM	6:57 PM	7:06 PM	7:15 PM	7:30 PM	7:45 PM	7:54 PM	8:03 PM	8:10 PM
2	7:20 PM	7:27 PM	7:36 PM	7:45 PM	8:00 PM	8:15 PM	8:24 PM	8:33 PM	8:40 PM
3	7:50 PM	7:57 PM	8:06 PM	8:15 PM	8:30 PM	8:45 PM	8:54 PM	9:03 PM	9:10 PM
1	8:20 PM	8:27 PM	8:36 PM	8:45 PM	9:00 PM	9:15 PM	9:24 PM	9:33 PM	9:40 PM
2	8:50 PM	8:57 PM	9:06 PM	9:15 PM	9:30 PM	9:45 PM	9:54 PM	10:03 PM	10:10 PM
3	9:20 PM	9:27 PM	9:36 PM	9:45 PM	10:00 PM	10:15 PM	10:24 PM	10:33 PM	10:40 PM
1	9:50 PM	9:57 PM	10:06 PM	10:15 PM	10:30 PM	10:45 PM	10:54 PM	11:03 PM	11:10 PM
2	10:20 PM	10:27 PM	10:36 PM	10:45 PM	--	--	--	--	--

NEW CANYONS SHUTTLE

Departures from Canyons Transit Center at :09, :24, :36, and :54 Past the Hour
First Departure 7:09 AM
Last Departure 10:54 PM

KIMBALL JCT EXPRESS / HIGHLANDS ESTATES EAST

Old Town TC	Canyons TC	Kimball TC	Trailside School	Kimball TC	Canyons TC	Old Town TC
7:00 AM	7:09 AM	7:15 AM	7:30 AM	7:45 AM	7:51 AM	8:00 AM
8:00 AM	8:09 AM	8:15 AM	8:30 AM	8:45 AM	8:51 AM	9:00 AM
9:00 AM	9:09 AM	9:15 AM	9:30 AM	9:45 AM	9:51 AM	10:00 AM
10:00 AM	10:09 AM	10:15 AM	10:30 AM	10:45 AM	10:51 AM	11:00 AM
11:00 AM	11:09 AM	11:15 AM	11:30 AM	11:45 AM	11:51 AM	12:00 PM
12:00 PM	12:09 PM	12:15 PM	12:30 PM	12:45 PM	12:51 PM	1:00 PM
1:00 PM	1:09 PM	1:15 PM	1:30 PM	1:45 PM	1:51 PM	2:00 PM
2:00 PM	2:09 PM	2:15 PM	2:30 PM	2:45 PM	2:51 PM	3:00 PM
3:00 PM	3:09 PM	3:15 PM	3:30 PM	3:45 PM	3:51 PM	4:00 PM
4:00 PM	4:09 PM	4:15 PM	4:30 PM	4:45 PM	4:51 PM	5:00 PM
5:00 PM	5:09 PM	5:15 PM	5:30 PM	5:45 PM	5:51 PM	6:00 PM
6:00 PM	6:09 PM	6:15 PM	6:30 PM	6:45 PM	6:51 PM	7:00 PM
7:00 PM	7:09 PM	7:15 PM	7:30 PM	7:45 PM	7:51 PM	8:00 PM
8:00 PM	8:09 PM	8:15 PM	8:30 PM	8:45 PM	8:51 PM	9:00 PM
9:00 PM	9:09 PM	9:15 PM	9:30 PM	9:45 PM	9:51 PM	10:00 PM

NEW SNYDERVILLE SHUTTLE

Bus	Canyons TC	Kimball TC	Factory Stores	Kimball TC	Canyons TC
1	7:06 AM	7:23 AM	7:30 AM	7:37 AM	7:54 AM
2	7:36 AM	7:53 AM	8:00 AM	8:07 AM	8:24 AM
1	8:06 AM	8:23 AM	8:30 AM	8:37 AM	8:54 AM
2	8:36 AM	8:53 AM	9:00 AM	9:07 AM	9:24 AM
Then Every Half Hour Until					
1	8:06 PM	8:23 PM	8:30 PM	8:37 PM	8:54 PM
2	8:36 PM	8:53 PM	9:00 PM	9:07 PM	9:24 PM

PM trips. Service will be schedule to provide arrivals in Park City at roughly 6:45 AM and 7:45 AM, and departures from Park City at roughly 4:15 PM and 5:15 PM, seven days a week year round.

At least initially, this service will probably be operated under contract with a private firm. Optimally, drivers living in the Kamas/Oakley area will be used to operate these runs, avoiding the need for “deadhead” runs. Drivers will check in and check out via radio, and be paid for time (including check-in/check-out time) spent operating this service.

A public facility (such as the Search and Rescue Center) will be established as a location for overnight secured bus storage, which can also provide the opportunity for limited mechanical assistance. A parking facility will also be identified (such as a public park) that can service as a limited informal Park-and-Ride location. The primary destination in Park City will be the Old Town Transit Center, providing direct public transit connections to other areas. If warranted by employment patterns, extension of service to a major employer may be considered. As the buses will be available at peak times in the Park City area for other services, no new buses are required for this service.

A fare will be charged, reflecting the relatively long travel time, as follows:

- Base fare of $3.00 per one-way trip for general public, $1.50 for elderly/disabled/youth (5-15), and free for children under 5 traveling with an adult.
- 10-ride punch pass available for $27.00 general public and $13.50 discount, providing a 10 percent discount.
- Monthly passes also provided at $104 for the general public and $52 discount (providing a 20 percent discount for persons commuting 22 days/month).

Note that these fares could be subsidized by an employer or municipality.

Once this service is well established, its effectiveness will be monitored. If warranted, additional runs on this route or establishment of service to Coalville may be considered. The advantage of this service is that additional access would be provided to Coalville, and Kamas employees, which could reduce the demand on the existing parking supply in Summit County. The services would also augment the effort to retain employees, and expand the benefits of public transit services into new areas of Summit County.

Implement Flagstaff Route

In light of both the development of the area as well as the limitations on parking, a peak-season public transit route will be established to the Flagstaff Mountain area (including the Talisker Resort). Plans call for over 800 residential and lodging units in the area (including employee housing units). In winter, service will be provided every 30 minutes between 6:15 AM to 6:15 PM and hourly from 6:15 PM to 10:45 PM. In summer, service will be provided every 30 minutes from 10:00 AM to 5:40 PM. No service will be provided in the off-seasons. Due to grades and winter conditions along SR 224 up Ontario Canyon, two four-wheel drive transit vans (one in operation and one spare) will be required.

This service will provide the benefits of reducing traffic and parking problems in the Old Town area, while providing the convenience of scheduled public transit service to the employees and residents of the Flagstaff area.

Expand Quinns Junction Service

As the Quinns Junction area develops, transit services to the area will be expanded. While the existing General Public Dial-A-Ride service is sufficient to serve the current transit needs of the area, future planned developments (including the medical center, Park City Heights residential development, and the Richardson Flats Park-and-Ride) will warrant fixed-route service. This service should be provided as a new route, rather than extension of an existing route, in order to provide maximum flexibility to address the changing needs of the area. One bus will be operated hourly from 7:15 AM to 10:30 PM, connecting the Old Town Transit Center with the Quinns Junction area via Deer Valley Drive, Bonanza Drive, Prospector Drive, Sidewinder Drive, Comstock Drive and SR 248. Initially, this bus may also have adequate excess operating time to also provide tripper runs between the Old Town Transit Center and the nearby ski resorts.

Use levels of the Richardson Flats Park-and-Ride will depend upon future development agreements limiting on-site parking, as well as special event strategies. As warranted, PCT will contract with private providers to operate additional service to this Park-and-Ride, consisting of two buses on a 40-minute route to provide service every 20 minutes.

The greatest benefit of this service will be the provision of service to new residential, recreational, employment and medical activity centers in the Quinns Junction. Along the way, consistent service will be provided along Bonanza Drive, and the level of service between Old Town and Prospector Square will be increased.

Consider Joint Salt Lake City Service

Public transit services between Summit County and Salt Lake City would benefit the Park City/Summit County area. However, implementation of this service by local governments is a lower priority than other plan elements. Limited local transit funds are more effectively spent on expanding local services, particularly in light of the substantial near-term capital needs of the transit program. While Summit County and Park City staff would consider cooperation with other transit agencies (such as UTA) in the provision of service, initiation of service by local staff is not currently planned.

Service Alternatives Considered and Not Adopted

The following service alternatives were evaluated as part of this study, but are not included in the plan, for the following reasons:

- Silver Creek – Due to the low density of development and distance to this area, service to this area would not be cost-effective. While service could potentially be provided in the future as extension of the Silver Summit route, this would require operation of an additional bus.

- Expansion of Park City Mobility for Seniors in Summit County – This option was also found to not be cost effective, as it would require additional vans to provide long trips over a relatively large area. However, as it would expand services to an element of the community with particular transportation needs, County Commissioners may choose to add this service in the future.

- Bonanza Express service in non-winter season – This need will ultimately be met by the provision of the Quinns Junction route, which will operate along Bonanza Drive. In the short term, this option is not cost effective, as the area is largely served by existing routes.

- North Park Meadows service – This service, which would require operation of an additional bus, was found to not be cost-effective, due in large part to the low density of development and relatively few additional homes that would be served.

- Service to Lower Solamere – Most of this need is addressed by Deer Valley Lodging van service. In addition, much of the area is within a reasonable walk distance of existing service, transit service in some (but not all) time periods would be confusing to passengers, and the service would result in a noise impact on residences.

- General Public Dial-A-Ride throughout Park City – This option was also found to not be cost-effective.

CAPITAL PLAN

Transit Operations Facility

The scope of the PCT operations has grown to a level exceeding the capacity of the existing Iron Horse Drive operations facility. If public transit services in the region are to continue to grow, new maintenance and bus storage space is needed. One option would be to provide underground parking on the existing Ironhorse site, while another would be to establish a facility on a new site, probably in the Quinns Junction or Silver Summit areas. This facility will ultimately provide the following:

- Enclosed storage for 64 transit vehicles
- 8 maintenance work bays
- 4,000 square feet of office space for transit administration and supervision
- Employee and visitor parking
- Fueling and washing facilities

A site of approximately eight acres would be required on a new site.

The key first step in this facility should be land acquisition, which should be a high priority given the increasing real estate values in the area. Depending upon funding availability, the facility can be developed in phases, with a first phase consisting of vehicle storage only. A planning-level cost estimate for this facility, including land costs, is $11 million.

Kimball Transit Center

A crucial plan element to support expansion of the County transit services is the construction of a Kimball Transit Center. This facility is needed to accommodate increased transfers between County transit services, to serve as a Park-and-Ride, to serve local and intercity private transportation services (including a Utah Olympics Park shuttle), and to support the substantial growth in the Kimball area. While a specific site has yet to be established, there are several feasible sites along Newpark Boulevard that could provide convenient transit access and pedestrian connections to nearby activity centers. The sites along the south side of Newpark

Boulevard east of Uinta Way provide the best benefit to the transit program. Depending upon configuration, a site of roughly one acre will be required.

This facility will encompass the following:

- Bays for up to 9 buses plus 2 vans to be on-site at peak times, allowing independent ingress and egress to each bay at all times
- A transit passenger building of approximately 2,500 square feet, providing indoor waiting areas, restrooms, a transit information booth and a driver break room
- Two access points, allowing buses to return in the direction of approach
- Bike storage
- Landscaping, lighting, and outdoor passenger waiting areas
- Approximately 50 Park-and-Ride spaces

This facility will cost on the order of $2.45 million, with land donated for the site.

It is expected that land acquisition, design and construction of this facility will require several years. In the interim, improvements will be made to the existing transfer point along the east side of Highland Drive north of Newpark Boulevard. Two to three additional bus shelters will be provided (depending upon available land) and signage and lighting will be improved. Once the permanent Transit Center is constructed, these shelters can be used elsewhere in the transit route network.

The Canyons Transfer Point and Transit Center

Additional, equally important, new transit facilities will be constructed serving The Canyons area, to allow expansion of transit service to new areas around The Canyons, and also to allow reductions in travel times for transit services along SR 224.

Initially, a location just to the south of the 7-11 is planned as a bus stop and transit transfer point, with the transit center location yet to be determined.

This facility will have the following characteristics:

- Bays for up to 4 transit buses at peak times. While a design allowing independent ingress and egress to each bay at all times would be preferable, this is not a requirement (except for The Canyons Circulator bus bay) as most buses will not be on-site for long periods of time.

- Four bus shelters.

- Bike storage

- Landscaping, lighting, and outdoor passenger waiting areas

- Two access points, providing the opportunity for buses to make U-turns through the site in both directions.

This facility is estimated to require roughly $50,000 in County funds, with land donated for the site.

Over the longer term, a The Canyons Transit / Welcome Center will be constructed within The Canyons core area. This facility will serve both transit functions for public and private services, as well as serving as an orientation center for guests. $350,000 in County funds is allocated toward this project.

Jeremy Ranch Park-and-Ride/Transit Stop

A Park-and-Ride lot and adjacent transit stop will be constructed near the Jeremy Ranch Road/Rasmussen Road intersection. This facility will provide the following:

- Park-and-Ride parking – While the number of spaces will depend upon land availability, 50 spaces are assumed as part of this plan.
- A bus stop with bus shelter, bicycle parking, and lighting.
- An access route that allows a transit bus to approach from the south and depart to the south.

This facility will allow residents of the area to Park-and-Ride as part of a transit or carpool trip, and will also allow drop-off and pick-up activity of transit passengers. A planning-level cost estimate (exclusive of land costs) is $181,200.

Bus Stop Improvement Plan

Bus stop conditions are an important element in the overall quality of a public transit service. As every passenger spends a portion of their trip time at a bus stop, the comfort, attractiveness, safety and sense of security provided at bus stops can be a big element in an individual's decision to use public transit. While expansion of the County transit routes in recent years has occurred without significant investment in bus stops, under this plan an extensive program of bus stop improvements will be implemented. As shown in Table 45, improvements will be made at a total of 43 stops, including the provision of at least 32 pads, 11 shelters (with benches), and 8 benches. In addition, bus pullouts will be provided at locations where stopping in the travel lane is not appropriate, shoulders and ditches will be reconfigured, short sections of sidewalk connecting bus stops will be constructed, lighting will be improved, and passenger-activated lighted driver signaling devices will be installed at stops where drivers have difficulty discerning whether a passenger is waiting at the stop. In total, a budget of $100,000 per year in the County over five years is identified.

Bus stop improvement needs for the long-established City route stops are substantially less. An annual budget of $25,000 for five years is included in this plan for miscellaneous improvements to existing stops in Park City. In addition, stops serving new developments are assumed to be provided by the developer.

Construct Richardson Flats Park-and-Ride

As part of the Flagstaff Mountain development, the developer will provide a 750-space parking facility in the Richardson Flats area south of SR 224 and east of US 40. Cost estimate for this facility is $500,000, which will be funded by the developer. This funding is for construction of transit amenities (which can be shared with the recreation functions of the site), and does not include the cost of access improvements or parking. The facility will also include passenger shelters and lighting for night use.

Bicycle/Pedestrian Facilities

At one end of their trip or the other, virtually all transit passengers also travel on foot or on bicycle as part of their transit trip. A key element of a successful transit system, therefore, is a convenient system of sidewalks and bikeways serving the transit stops. Park City and Summit County should continue to work with the branches of their respective public works and planning department to review construction plans and scheduling priorities for pedestrian and bicycle improvements to best coordinate with transit passengers' needs. In addition, both Summit County and Park City should continue to procure bicycle racks as part of vehicle purchases, as well as bicycle racks and lockers at bus stops.

Automatic Vehicle Location/Passenger Counting/Passenger Information

Advanced Public Transit System (APTS) technologies are rapidly being implemented throughout the nation, and can provide a range of benefits to the PCT system, including increased service reliability, increased ability to respond to traffic conditions, increased safety/security for passengers and drivers, improved data for planning purposes, and increased convenience for passengers. APTS strategies to be implemented as part of this plan consist of the following:

- **Automatic Vehicle Location** (AVL) systems will be implemented on all transit vehicles. Using Global Positioning System technologies, AVL will allow dispatchers to track in "real time" the location of vehicles, thereby improving connections between routes, reducing service delays, and increasing the effectiveness of tripper bus services to address high passenger loads.

- **Automatic Passenger Count** (APC) technology will track and record the number of persons boarding, deboarding, and on the bus, providing extensive information on how the system is used, and on where tripper services should be provided.

- **Passenger Transit Information Systems** technology will provide the following: (1) real-time information regarding upcoming bus route departures provided on electronic reader boards at the transit centers, (2) real-time information provided on the internet, and (3) automated announcements of major bus stops on the transit buses.

Initial capital costs for these technologies are estimated to equal $628,000 (including installation on vehicles needed for service expansions, as well as spare units). In addition, ongoing maintenance, communications, and software fees are estimated to equal $50,000 per year.

Transit Signal Pre-emption

Given the proliferation of traffic signals along the PCT routes, traffic delays generated by signals are resulting in a substantial and increasing cost to the transit program. A "soft" signal pre-emption program will be implemented under which additional signal "green time" will be provided to buses approaching traffic signals near the end of the green indication. Rather than always providing buses with a green signal, these systems simply extend the length of green time up to a predetermined limit as buses approach the signal. In light of the other substantial capital needs, this program will not be implemented until roughly 2010. In the meantime, signal improvements should be made with equipment and software that makes the signals "priority ready." Assuming that signal modifications are made as part of fire department or UDOT programs, the costs associated with placing the hardware on the buses is estimated to be $40,000.

New Vehicles

Vehicle purchases will be required for both replacement of aging fleet, as well as for new services. While PCT currently has a relatively low-mileage fleet, a total of nine transit buses and three vans will require replacement over the coming seven years. In addition, vehicles will be required for the Snyderville Shuttle route (2 vans), the Canyons Circulator route (1 bus), the Flagstaff Mountain route (2 4WD vans), the Quinns Junction route (1 bus), expansion of Park City Mobility (1 van) and the Jeremy/Pinebrook General Public Dial-A-Ride (1 van)., along with necessary spare vehicles.

Management Plan

Establish Dispatcher Positions

To date, dispatching of the ADA service has been done by the driver, while dispatching of the fixed-route services has been done by supervisors. The transit program has grown to the point, however, where full-time dispatching is needed to operate an efficient program. Relieving the ADA driver of the dispatching responsibility is also a safety improvement. Establishing dispatcher positions will also make enable general public Dial-A-Ride services at Jeremy Ranch and Quinns Junction to be easier to implement, as well as to better track current use.

Improve Driver Recruitment and Retention

Driver recruitment and retention has become a serious challenge to transit systems around the region, particularly in resort communities. High rates of turnover can reduce customer service, increase the potential for accidents, and increase training and administrative costs. To address this issue, Park City Transit will:

- Establish a recruitment coordinator position, responsible for finding competent employees and ensuring that their needs for housing and transportation are met. Additionally, this position will help address employee complaints and act as a liaison for ensuring the employees are comfortable.

- Ensure that driver pay is comparable to pay at other winter resort transit systems, and is higher than pay for less skilled positions at area resorts.

- Consider providing housing assistance, such as through payment of up-front fees or ongoing housing stipends.

- Work with ski areas to offer a ski pass.

- Consider offering a "finder's fee" bonus to current employees who are responsible for recruiting additional employees, and offer an end-of-the-season bonus for employees who stayed for the whole season also could be a useful retention strategy.

- Assist with transportation for employees coming to Park City from the Wasatch Front, such as establishing carpools or vanpools.

- Work to expand transit services in the non-winter seasons, thereby reducing the need for seasonal hiring.

Improved Service Monitoring

Implementation of the advanced transit technologies will greatly expand the scope and efficiency of PCT's service data collection process. Once this is in place, it will be used to develop ongoing reports of transit ridership, including the following:

- Annual totals for the entire system and individual service components and routes.

- Seasonal totals for the system and for service components and routes

- Month-by-month ridership results for the entire system, for service components, and for individual routes.

- Hourly passenger counts for individual bus stops (or route segments) by time of day and time of year.

This type of information will enable Park City to better plan for day-to-day vehicle assignments, seasonal service level changes, route and schedule adjustments, and the design, implementation, and testing of targeted marketing efforts. It will also provide transit decision-makers with a better understanding of transit ridership by service and by area.

Improved Marketing

While the current Park City Transit marketing effort is adequate, the following strategies will be implemented to expand public awareness:

- Park City Transit will develop its own interactive website with information about the days and hours of service, applicable fares for potential commuter service, information about service area as well as provide electronic news releases and announcements for marketing events. It would also be useful to provide more detailed information about each stop and the scheduled time of arrival, rather than show unlabeled dots on the service map.

- A "Bus Guide" Promotional Booklet will be developed to highlight the benefits of the transit system. These booklets will include a typical schedule matrix showing each departure from the designated time points used by many transit agencies.

- New marketing pieces will be developed to support new services, such as the Kamas route and The Canyons Circulator service.

- Print advertising will be expanded, including: (1) newspaper display ads that announce the dates when service levels are due to change, (2) transit information that is included in regional magazines distributed to Park City visitors, and (3) display ads in local Park City newspapers reminding residents and visitors of the benefits offered by the transit system.

Goals and Objectives

The following goals, objectives, and performance standards will be used to guide the development of the transit program.

Planning and Management Goal: To evaluate strategies that help management maximize productivity while meeting the transit needs of the community and to develop a transit program that takes into account land development in the service area. In addition, Summit County and Park City will strive to provide services to reduce the use of the private automobile and maximize the use of alternative transportation modes (transit, bicycle, rideshare, etc.) within the respective service areas.

- Planning Standard – The Short-Range Transit Plan shall be updated at a minimum of every five years. This will be a joint effort between Summit County and Park City.

- Service Monitoring Standard – Monitoring reports on the effectiveness and efficiency of transit service will be collected and reviewed monthly. An Annual Report will be produced.

- Land Use Planning Standard – Park City Transit staff will review development proposals within Park City, and the County transit service area with pertinent community development and public works departments to study the effects of development on transit service, and to ensure land development that is compatible with alternative transportation as identified in the Summit County and Park City General Plans.

Service Effectiveness Goal: To maximize the ridership potential of area transit services.

- Fixed-Route Effectiveness Standard – Maintain the following annual productivity levels by route:

  - Park City Local Regular Route Services – 28 one-way passenger-trips per vehicle service hour.

  - Kimball Junction "Express" Route – 20 one-way passenger-trips per vehicle service hour. (It should be noted that service is expected to increase to 30-minute headways by Fiscal Year 2007-08.)

  - Other Kimball Area Routes – 10 one-way passenger-trips per vehicle service hour (if hourly service is maintained).

  - If route productivity figures fall below these standards, staff should conduct route segment analyses to determine what revisions (if any) could be implemented to boost ridership.

- Marketing Standard – Conduct marketing efforts to ensure that all service area residents are aware of area transit services. Conduct targeted marketing efforts for high-potential groups, including visitors, elderly, disabled, students, low-income, and transit-dependent residents.

Service Quality Goal: To provide safe, reliable, and convenient public transit services.

- On-Time Performance Standard – 95 percent of all fixed-route trips should be operated "on-time." On-time is defined as not early and not more than five minutes late.

- Park City Mobility Denial Standard – No pattern of ADA-eligible trip denials (as defined in the Americans with Disabilities Act of 1990) due to capacity constraints. Passengers whose trip request resulted in a denial will be put on a "stand-by list" maintained by the scheduler; all attempts will be made to accommodate that trip should trip cancellations occur. Regardless of whether the trip can be accommodated, the scheduler will discuss the status of the standby request with the passenger at least two hours before the requested trip time. Call backs will occur only during normal office hours. If a denial can be accommodated within the two-hour window by adding capacity, operating staff should do so in the smallest increment possible (no more than a two hour block).

- Passenger Amenity Standard – Shelter should be considered at all bus stops serving 30 or more passenger boardings per day. Seating should be considered at all bus stops serving 15 or more passenger boardings per day. Benches and shelters will only be installed on existing UDOT, Park City or Summit County right-of-way, except where written confirmation from the property owner can be obtained to install a bench or shelter on private property. On an annual basis, the Deputy Public Works Director will identify potential sites and prepare an installation priority list.

After review of the priority list by other public works staff, the Deputy Public Works Director will contact adjacent property owners by telephone (with follow-up correspondence) to notify them of intentions to install a passenger amenity. Adjacent property owners include all owners of parcels within a 50-foot radius of placement of the bus stop sign. If an adjacent property owner protests installation at the site, Park City Transit will not immediately install it until a protest proceeding is completed. However, if passenger boardings at that bus stop exceed 20 passengers per day for a bench or 60 passengers per day for a shelter, Park City Transit will begin proceedings to install the amenity while the protest is being processed.

The protest proceedings will begin with a written notice to adjacent property owners (return-receipt delivery) explaining Park City Transit's intent to install the passenger amenity, with a copy to either the Park City Mayor or Summit County Chief Administrative Official (as appropriate). This notice will detail the action being taken, projected milestones, and protest procedures available to the complainant.

- Passenger Load Standard – For passenger safety and comfort, vehicles should be sized and the transit service operated to require standees on no more than 20 percent of the runs for any route, and to avoid any recurring loads of more than 150 percent of the seated capacity.

- Accident Standard – Maintain a minimum of 50,000 miles traveled between preventable collision accidents, and 25,000 miles between all types of non-collision preventable accidents (i.e., employee injuries).

- Maintenance Standard – Maintain a minimum of 20,000 miles between road calls. Road calls are defined as any time passenger service is interrupted more than five minutes due to a mechanical failure (except for flat tires).

- Vehicle Cleanliness Standard – The exterior of each vehicle used in service will be washed daily (except during water emergencies), and the interior will be swept daily and detailed at least weekly. Vehicle detailing includes mopping the floor, washing the windows, and removing any minor stains that may have accumulated on the passenger seats. A vehicle that experiences a major stain will be removed from service as soon as possible and cleaned/repaired before re-entering service.

- Service Frequency Standard – Provide regularly-scheduled service with a maximum headway of 60 minutes. Specifically, Summit County and Park City will strive to attain the following service frequency standards (in minutes):

Service Corridor	***Winter***	***Non-Winter***
Prospector Square/Deer Valley	20	20
Park Meadows/Deer Valley	20	20
Thaynes Canyon/Deer Valley	20	20
Silver Lake/Deer Valley	30	30
Bonanza Express	20	N/A
Kimball Junction/Pinebrook-West	30	30
Kimball Junction/Highlands Estates	60	60
Kimball Express	30	30
The Canyons	20	N/A

- Service Area Standard – Maximize the area provided with transit service while maintaining minimum service efficiency standards. Summit County and Park City will strive to provide service within one-fourth mile of all major employment, medical, shopping, and institutional centers, and of all residential areas with four or more dwellings per acre. Major employment centers are defined as an industrial or commercial zone that employs 200 or more non-agricultural, non-construction employees.

- Service Quality Standard – Increase service levels where warranted and financially feasible to maintain the existing service quality. Below is a summary of pertinent service quality objective.

Seasonal Visitor Services

- Offer direct day-time bus service connecting major hotels and condominium centers with Park City and Deer Valley ski bases without requiring a transfer between buses.

- Offer direct evening bus service connecting major hotels and condominium centers with Old Town without requiring a transfer between buses.

- Offer convenient bus links to restaurants and visitor attractions in Silver Lake and the Kimball Area.

- Increase the frequency of service to lodging establishments and ski areas on routes when extra “tripper” sections are called for on more than 65 percent of daily runs.

- Offer direct “front door” service at major hotel complexes in the service area where feasible. Work with hotel owners and City/County transportation officials to develop convenient bus stops where “front door” service is not safe or practical.

- Minimize delays during the winter season at the Old Town Transit Center for buses traveling between the Park City Mountain Resort, the Deer Valley Resort, and The Canyons Resort.

Tourism Promotion and Visitor Transportation

- Increase the percentage of visitors who travel between the Salt Lake International Airport and Park City/Kimball Area without an automobile.

- Develop a marketing program to enable travel agents to sell car-free visitor packages and to increase public awareness of car-free travel options to and within the study area.

- Develop joint marketing agreements involving Park City Transit, private airport shuttle services, and one or more Park City-based car rental agencies.

- Add vehicle capacity to regular Park City and Kimball Area transit routes as needed to accommodate increased demand resulting from travel agency marketing and sales efforts.

Regional Employee Transportation

- Provide transportation services necessary to help provide an adequate supply of workers for area employers.

- Increase the supply of available parking for visitors by minimizing the use of local in-town parking spaces by employees.

- Insure that commuter services provide area workers with direct and convenient access to employment sites.

- Work with major employers to expand existing employee transportation programs.

• Vehicle Accessibility Standard – Maintain a fully accessible transit fleet (as defined by the Americans with Disabilities Act of 1990).

• Vehicle Spare Ratio Standard – Maintain sufficient fleet spare ratios to ensure adequate capacity for regularly-scheduled and tripper services. At a minimum, a 20 percent spare ratio should be maintained for each type of vehicle in each respective service category.

• Cost and Revenue Standards – Limit operating cost increases for the visitor transit program to the rate of increase in transit-dedicated funding, including tax and license revenues, unless a significant shift occurs in the percentage of visitors who utilize the bus system.

• Fare Standard – Maintain free fixed-route service (excepting commuter service).

FINANCIAL PLAN

Modify City/County Agreement

Transit services provided to Summit County by Park City are currently governed by an "Inter-local Transportation Agreement" executed on February 1st, 2006. While the County pays an equitable share of the marginal costs associated with provision of transit service in the unincorporated county under this agreement, overhead costs – including transit management above the supervisor level, administrative costs, and transit facility operations costs – are currently wholly the responsibility of the City. Given the growth in the now-well-established County transit program, and planned continued growth, it is now appropriate to revise the agreement to shift an equitable portion of the overhead costs to the County.

Under this plan, Park City and Summit County will share in all operating costs, including those overhead costs (with internal administrative charges) not allocated under the previous cost model, for their respective portions of fixed-route bus service. The SR 224/Holiday Ranch Loop Rd. traffic signal will be used as the point where benefits and costs are determined: the portion of bus routes south of this signal and routes operating entirely within Park City limits shall be paid for by the City while the portion of bus routes north of this signal or routes that are operated entirely outside of Park City limits shall be paid for by the County. Exceptions to this allocation formula are the seasonal routes that serve a specific seasonal user group and inter-city commuter bus service. Seasonal bus routes operated for a specific user group, such as The Canyons bus route operated during the ski season, shall be paid for entirely by the party requesting such service. The price formula for inter-city bus routes shall be determined at the time such service is initiated.

Allocation of capital costs will reflect the following:

- Existing shared asset will be valued, with the method of recording ownership rights to be determined.
- Maintenance and operations capital costs will be allocated based upon the ratio of peak vehicles in service.
- The County will contribute additional capital funds until the required ratio is achieved.
- Maintenance/operations facility expansion costs will be allocated based upon the forecast ratio of peak vehicles in service at buildout of the program.
- Fleet expansions will include a 20 percent spare ratio, rounded to the nearest bus.
- ADA vehicles, support vehicles, bus-related capital improvements (such as AVL) and maintenance vehicles will be allocated based upon the ratio of peak vehicles in service.
- Funding for passenger amenities (shelters, benches, transit centers) will be the responsibility of the jurisdiction in which each facility is located.
- Allocation of federal funding will be jointly determined as part of the STIP process.

Investigate Transit Funding Through a Park City Transportation Impact Fee

The Utah *Impact Fee Act* (Utah State Code Title 11, Chapter 26, Sections 1-5) provides local governments with the authority to impose impact fees that can fund a wide range of capital improvements, including transit capital improvements. While Summit County has established a transportation impact fee program for the Western Snyderville Basin (providing funding towards the transit maintenance facility, the Kimball Transit Center, and bus stop improvements), at present Park City does not have a transportation impact fee program. This potential funding source will be investigated by the City as a potential source of capital funding for transit as well as other programs.

Lobby for Congressional FTA Section 5309 Earmarks

FTA Section 5309 grants are split into three categories: New Starts, Fixed Guideway Modernization, and Buses and Bus Facilities. These funds were formerly apportioned directly by the FTA; however, Congress has for the last several years earmarked these funds directly, and there is no indication that this practice will change. This study assumes Summit County and Park City will seek and obtain a total of $5.7 million in FTA Section 5309 Bus and Bus Facilities funds to help fund a new passenger facility in Kimball Junction and the new Transit Operations Center. Summit County and Park City officials should coordinate their lobbying efforts to ensure a unified and concise message.

Provide Transit Services through New and Existing Local, State, and Federal Funding

Existing and new funding programs are relied upon over the Short Range Transit Plan period to fund ongoing operating costs. The financial impacts on operating costs of the recommended Service Plan were developed based upon the current cost model, as shown in Table 49; the resulting costs are presented in Table 50. Note that as Table 49 reflects the new cost allocation procedure discussed above, as well as updated financial data, it differs from the cost model used in previous sections of this document.

Summit County Transit Services

The following methodology was utilized in developing the Financial Plan for Summit County:

- First, forecasts of annual operating and administrative costs were developed, as presented in Table 50 for 2007 through 2013. "Base case" operating cost forecasts were estimated, assuming a 3 percent annual inflation rate of current costs in the absence of any change in service levels. Next, marginal operating cost estimates were identified for each Service Plan element, based upon the analyses presented in previous sections of this document, and the cost model shown in Table 49. Half of the Kamas Commuter costs are allocated to the County, and the remaining half to the City. Operating costs over the seven-year period will total approximately $16.9 million with the service modifications, which is a 41 percent increase over the base case total of $12.0 million.

- Next, Summit County ridership was estimated for 2004 through 2010, as presented in Table 51. The "base case" ridership reflects expected ridership assuming no changes in service or implementation of fares, and is based upon the forecasts presented in Chapter 8 above. This ridership is assumed to increase at 3.5 percent per year, reflecting expected population growth. In addition, the ridership potential is factored downward to reflect that full transit ridership of new services is typically not achieved until the third year of service. A reduction of 35 percent in the first year and 10 percent in the second year is assumed, except for commute service (which is easier to market to the potential ridership) where factors of 20 percent and 5 percent are assumed. The ridership impact of each Service Plan element is then identified and summed. Consistent with the cost allocation, half of the Kamas

Commuter ridership is allocated to the County, and half to the City. In total, implementing all Service Plan elements is forecast to increase system-wide ridership from a 2013 base case figure of 706,400 one-way passenger-trips per year to a 2013 total with the service improvements of 779,200 one-way passenger-trips – a 10.3 percent increase in ridership.

- The next element necessary in the development of the Financial Plan is estimation of the capital costs for vehicles, passenger amenities, passenger facility improvements, and operating equipment, as presented in Table 52 for each year of the Short Range Transit Plan period. Service expansion will require three additional buses plus two mini-buses. An additional mini-bus and half of a transit bus (shared with the City) are also included to maintain an adequate spare vehicle ratio. All revenue vehicles will be diesel-powered. In addition, the Capital Plan assumes implementation of the following:

  - A Jeremy Ranch Park-and-Ride in 2007-08.

  - Passenger facility improvements in The Canyons in 2007-8 and in 2013-14.

TABLE 49: FY 2008-09 Cost Allocation Model

Item	(A) Total	(B) Service Hrs	(C) Service Miles	(D) Per Vehicle	(E) Administrative Costs
	Total Actual Cost during FY 2006-2007				
Driver's Salaries & Benefits	$2,090,285	$2,090,285			
Supervisor's Salaries & Benefits	$245,613	$245,613			
Manager's Salaries	$126,714				$126,714
Admin.Charge (Gen. Fund)	$484,730				$484,730
Subscriptions	$325				$325
Memberships	$450				$450
Public Notices	$4,190				$4,190
Meetings, Conf., Travel	$27,593				$27,593
Recruitment/Training	$31,128				$31,128
Department Supplies	$50,367				$50,367
Office Supplies	$2,461				$2,461
Postage	$622				$622
Uniforms	$11,155	$11,155			
Building Maintenance	$15,928				$15,928
Printing	$21,221				$21,221
Photocopying	$82				$82
Electricity	$13,309				$13,309
Natural Gas	$4,854				$4,854
Telephone	$1,931				$1,931
Cellular Phone	$6,876				$6,876
Computer	$0				$0
Professional Services	$3,233				$3,233
Consulting Services	$121,753				$121,753
Vehicles and Equipment	$9,491				$9,491
Street Signs	$20,681				$20,681
Vehicle - Fuel	$589,000		$589,000		
Vehicle - Parts and Main. & Washing	$720,000		$720,000		
Vehicle Insurance	$100,000			$100,000	
Total Expenditures	**$4,703,992**	**$2,347,053**	**$1,309,000**	**$100,000**	**$947,939**
Unit Quantities		**64,245**	**1,014,607**	**27**	**E/(B+C+D)**
Cost Per Unit		**$36.53**	**$1.29**	**$3,703.70**	**25.24%**

Source: Park City Transit

TABLE 50: Summit County / Park City Transit Plan - Estimated Operating Cost

All Figures in Thousands, Assuming an Annual Inflation Rate of 3 Percent

Project Description	Projected FY07-08	Projected FY08-09	Projected FY09-10	Projected FY10-11	Projected FY11-12	Projected FY12-13	Projected FY13-14	7-Year Total
Summit Co. Base Case Operating Cost								
Marginal Operating Costs	$1,245.8	$1,283.2	$1,321.7	$1,361.4	$1,402.3	$1,444.3	$1,487.7	$9,546.5
Allocated Administrative Costs	$314.4	$323.9	$333.6	$343.6	$353.9	$364.6	$375.5	$2,409.5
Total	$1,560.3	$1,607.1	$1,655.3	$1,705.0	$1,756.2	$1,808.9	$1,863.2	$11,956.0
Summit County Service Plan Elements (Marginal Operating Costs)								
Snyderville Shuttle (Half-Hourly Headway) (1)	$0.0	$0.0	$0.0	$554.3	$570.9	$588.0	$605.6	$2,318.8
Canyons Shuttle	$101.2	$279.1	$287.5	$296.1	$305.0	$314.2	$323.6	$1,906.8
Kamas Commuter Service (2)	$0.0	$33.2	$34.2	$35.3	$36.3	$37.4	$38.5	$215.1
Jeremy Ranch General Public Dial-A-Ride (1)	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0	$344.4	$344.4
Advanced Transit Technology Operating Costs	$0.0	$0.0	$20.0	$24.3	$25.0	$25.7	$28.4	$123.4
Dispatcher Positions (2)	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0
Recruitment / Training Supervisor Position (3)	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0
Marketing Expansion (2)	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0
Subtotal Summit Co. Transit Service Plan Elements	*$101.2*	*$312.4*	*$341.8*	*$909.9*	*$937.2*	*$965.3*	*$1,340.6*	*$4,908.5*
Total Summit Co. Transit Operating Cost	**$1,661.5**	***$1,919.5***	***$1,997.1***	***$2,614.9***	***$2,693.4***	***$2,774.2***	***$3,203.8***	***$16,864.5***
Park City Transit Base Case Operating Cost								
Marginal Operating Costs	$2,510.2	$2,585.5	$2,663.0	$2,742.9	$2,825.2	$2,910.0	$2,997.3	$19,234.0
Allocated Administrative Costs	$633.6	$652.6	$672.1	$692.3	$713.1	$734.5	$756.5	$4,854.7
Total	*$3,143.7*	*$3,238.0*	*$3,335.2*	*$3,435.2*	*$3,538.3*	*$3,644.4*	*$3,753.8*	*$24,088.6*
Park City Transit Service Plan Elements (Marginal Operating Costs)								
Flagstaff Mtn Route	$0.0	$0.0	$190.5	$196.2	$202.1	$208.2	$214.4	$1,011.5
Quinns Junction Route (Including Park and Ride)	$0.0	$298.6	$307.5	$316.8	$326.3	$336.0	$346.1	$1,931.3
Kamas Commuter Service (1)	$0.0	$33.2	$34.2	$35.3	$36.3	$37.4	$38.5	$215.1
Advanced Transit Technology Operating Costs	$0.0	$0.0	$33.0	$30.4	$31.3	$32.2	$31.3	$158.2
Dispatcher Positions	$0.0	$0.0	$0.0	$0.0	$145.5	$149.9	$154.4	$449.8
Recruitment / Training Supervisor Position	$59.2	$61.0	$62.8	$64.7	$66.6	$68.6	$70.7	$453.6
Marketing Expansion	$20.0	$20.6	$21.2	$21.9	$22.5	$23.2	$23.9	$153.2
Subtotal Park City Transit Service Plan Elements	*$79.2*	*$413.4*	*$649.3*	*$665.2*	*$830.7*	*$855.6*	*$879.4*	*$4,372.7*
Total Park City Transit Operating Cost (2)	**$3,222.9**	***$3,651.4***	***$3,984.5***	***$4,100.4***	***$4,369.0***	***$4,500.0***	***$4,633.1***	***$28,461.3***
Combined Base Case Operating Cost	**$4,704.0**	***$4,845.1***	***$4,990.5***	***$5,140.2***	***$5,294.5***	***$5,453.3***	***$5,617.0***	***$36,044.6***
Combined Service Plan Elements	**$180.4**	***$725.8***	***$991.1***	***$1,575.1***	***$1,767.9***	***$1,820.9***	***$2,220.0***	***$9,281.2***
Total Operating Cost (1)	**$4,884.4**	***$5,570.9***	***$5,981.6***	***$6,715.3***	***$7,062.4***	***$7,274.3***	***$7,837.0***	***$45,325.8***

Note 1: Funding would need to be finalized before implementation.

Note 2: Assuming a 50%/50% split of costs between the City and the County. Actual cost sharing will be negotiated when service is implemented.

Note 3: County funding for these plan elements provided through allocated administrative cost factor.

Source: LSC Transportation Consultants, Inc.

TABLE 51: Summit County / Park City Transit Plan - Estimated Ridership

All Figures in Thousands

Project Description	Projected FY07-08	Projected FY08-09	Projected FY09-10	Projected FY10-11	Projected FY11-12	Projected FY12-13	Projected FY13-14	7-Year Total
Summit Co. Transit Base Case Ridership	574.2	594.4	615.3	636.9	659.3	682.4	706.4	**4,468.9**
Summit Co. Transit Service Plan Elements								
County Route Improvements (Including 2 New Shuttles)	0.0	0.0	0.0	39.3	55.5	63.8	66.0	**224.5**
Kamas Commuter Service (2)	0.0	2.5	3.1	3.3	3.4	3.6	3.7	**19.6**
Jeremy Ranch General Public Dial-A-Ride (1)	0.0	0.0	0.0	0.0	0.0	0.0	3.1	**3.1**
Subtotal Summit Co. Transit Service Plan Elements	*0.0*	*2.5*	*3.1*	*42.6*	*58.9*	*67.3*	*72.8*	***247.2***
Net Summit Co. Transit Ridership	**574.2**	**596.9**	**618.4**	**679.5**	**718.2**	**749.7**	**779.2**	**4,716.1**
Park City Transit Base Case Ridership	*1,366.2*	*1,407.2*	*1,449.4*	*1,492.9*	*1,537.7*	*1,583.8*	*1,631.3*	***10,468.5***
Park City Transit Service Plan Elements								
Flagstaff Mtn Route	0.0	0.0	12.0	16.9	19.4	19.9	20.5	**88.8**
Kamas Commuter Service (2)	0.0	2.5	3.1	3.3	3.4	3.6	3.7	**19.6**
Quinns Junction Route	0.0	16.2	22.7	26.0	26.8	27.6	28.4	**147.7**
Subtotal Park City Transit Service Plan Elements	*0.0*	*16.2*	*34.8*	*42.9*	*46.1*	*47.5*	*49.0*	***236.5***
Net Park City Transit Ridership	**1,366.2**	**1,423.4**	**1,484.2**	**1,535.8**	**1,583.8**	**1,631.3**	**1,680.3**	**10,705.0**
Combined Base Case Ridership	**1,940.4**	**2,001.6**	**2,064.7**	**2,129.8**	**2,197.0**	**2,266.2**	**2,337.7**	**14,937.4**
Combined Service Plan Elements	**0.0**	**18.7**	**37.8**	**85.5**	**105.0**	**114.9**	**121.8**	**483.7**
Net Ridership	**1,940.4**	**2,020.2**	**2,102.5**	**2,215.3**	**2,302.0**	**2,381.1**	**2,459.5**	**15,421.1**

Note 1: Allocated 50% County / 50% City.

Source: LSC Transportation Consultants, Inc.

TABLE 52: Summit County / Park City Transit Capital Plan

All Figures in Thousands

Project Description	Projected FY07-08	Projected FY08-09	Projected FY09-10	Projected FY10-11	Projected FY11-12	Projected FY12-13	Projected FY13-14	7-Year Total
Transit Buses [1]								
Number: Replacement	0	4	0	0	3	0	4	**11.0**
Number: County Expansion	0	0	0	2.5	0	0	0	**2.5**
Number: City Expansion	0	0	0	2.5	0	0	0	**2.5**
Number: Total Expansion	0	0	0	5	0	0	0	**5.0**
Number: Total	0	4	0	5	3	0	4	**16.0**
Total Cost	$0.0	$1,236.0	$0.0	$1,639.1	$1,013.0	$0.0	$1,432.9	**$5,321.0**
Transit Minibuses [2]								
Number: Replacement	3	0	0	0	0	0	3	**6.0**
Number: County Expansion	0	0	0	3	0	0	1	**4.0**
Number: City Expansion	0	2	1	0	0	0	0	**3.0**
Number: Total Expansion	0	2	1	3	0	0	1	**7.0**
Number: Total	3	4	2	6	0	0	5	**20.0**
Total Cost	$260.6	$357.9	$184.3	$569.6	$0.0	$0.0	$518.6	**$1,891.0**
Non-Revenue Vehicles	$25.0	$0.0	$0.0	$30.0	$30.0	$0.0	$0.0	**$85.0**
Transit Operations & Maintenance Facility [3]	$0.0	$1,000.0	$5,000.0	$0.0	$0.0	$5,000.0	$0.0	**$11,000.0**
Kimball Junction Transit Center / Park-and-Ride	$0.0	$0.0	$0.0	$250.0	$0.0	$2,200.0	$0.0	**$2,450.0**
The Canyons Passenger Facility	$50.0	$0.0	$0.0	$0.0	$0.0	$0.0	$350.0	**$400.0**
Jeremy Ranch Park-N-Ride	$181.2	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0	**$181.2**
Richardson Flats Park-and-Ride				Funded Directly by Developer				**$0.0**
Advanced Public Transp. System Technologies	$0.0	$638.0	$0.0	$0.0	$0.0	$0.0	$0.0	**$638.0**
Transit Signal Priority	$0.0	$0.0	$0.0	$43.7	$0.0	$0.0	$0.0	**$43.7**
Summit Co. Bus Stop Shelters/Improvements [4]	$100.0	$103.0	$106.1	$54.6	$56.3	$0.0	$0.0	**$420.0**
Park City Bus Stop Shelters/Improvements [4]	$25.0	$25.8	$26.5	$27.3	$28.1	$0.0	$0.0	**$132.7**
Total Summit Co. / Park City Capital Costs	***$641.8***	***$3,360.7***	***$5,316.9***	***$2,614.3***	***$1,127.4***	***$7,200.0***	***$2,301.5***	**$22,562.6**
County Capital Costs	$337.1	$490.9	$1,290.3	$1,332.7	$63.4	$3,384.2	$436.9	**$7,335.5**
City Capital Costs	$304.7	$2,869.8	$4,026.6	$1,281.6	$1,064.0	$3,815.8	$1,864.6	**$15,227.1**

Note 1: This analysis assumes that diesel-powered 35-foot low-floor buses cost $300,000 per unit in 2007 dollars (3.0 percent annual inflation assumed). Includes additional spare vehicle shared between City and County programs in FY 10-11.

Note 2: This analysis assumes that 12- to 15-passenger replacement buses cost $86,870 per unit for 2WD in 2007 dollars (3.0 percent annual inflation assumed). Includes shared additional spare vehicle in FY 10-11.

Note 3: These figures are planning-level cost estimates only. Costs and allocations will be determined more accurately as site and program are finalized.

Note 4: Bus stop improvements include bus stop benches, shelters, site improvements and bus stop signs.

Source: LSC Transportation Consultants, Inc.

- Initial work on a Kimball Transit Center (with Park-and-Ride) in 2010-11 with completion in 2012-13.

- A bus stop improvement program in 2007-08 through 2011-12.

- Advanced Public Transportation System technologies in 2008-09 and transit signal priority program in 2010-11. County costs are allocated based on proportion of peak buses in operation.

- Participation in a joint Transit Operations Center with land acquisition and initial lot construction in 2008-09 and building construction in two phases in 2009-10 and 2012-13. These costs are allocated to the County based on the proportion of peak buses used in County service after implementation of this plan.

County capital costs over the seven-year period will total approximately $7,335,500.

- The results of Tables 50 through 52 were used to develop the Financial Plan, as presented for each of the seven years of the Short Range Transit Plan period in Table 53. This Financial Plan incorporates the following operating financial assumptions:

  - Implementation of the recent changes to the cost sharing procedures between Summit County and Park City.

  - Revenues generated by the Snyderville Basin one-fourth percent sales tax, the fee assessments generated by the Kimball Area Special Services District, and The Canyons assessment are forecasts provided by County staff.

  - Summit County will continue to contribute $50,000 annually to assist in funding Summit County transit services (factored up 3.0 percent annually). No funds from the Transient Occupancy Tax are assumed to be included.

  - Total forecast FTA 5311 funds received for the regional transit program are allocated to the County transit program based on the funding agreement.

As shown, the total operating revenues are estimated to equal $2.2 million in 2007, rising to $3.1 million in 2013. Subtracted from the annual operating costs, a net positive balance of $222,900 is provided in 2007-08. As service improvement are implement this positive operating balance declines, falling to a deficit condition in FY 2010-11 (with implementation of the Snyderville Shuttle), and reaching an annual operating deficit of $477,100 by the last year of the plan period.

The County capital financial plan is shown in the bottom portion of Table 52, and is based on the following:

  - The Canyons assessment is assumed to provide a total of $265,000 towards development of passenger facility improvements in The Canyons.

  - The Western Snyderville Basin Traffic Impact Fee is assumed to provide a total of $406,900, with half allocated to the Kimball Transit Center project and the other half allocated to the Transit Operations Center.

TABLE 53: Summit County Transit Financial Plan
All Figures in Thousands

Project Description	Projected FY07-08	Projected FY08-09	Projected FY09-10	Projected FY10-11	Projected FY11-12	Projected FY12-13	Projected FY13-14	**7-Year Total**
OPERATING PLAN								
Base Case Costs (Including Allocated Administrative Costs)	$1,560.3	$1,607.1	$1,655.3	$1,705.0	$1,756.2	$1,808.9	$1,863.2	**$11,956.0**
Service Plan Elements [1]								
Marginal Operating Costs	$101.2	$312.4	$341.8	$909.9	$937.2	$965.3	$1,340.6	***$4,908.5***
Allocated Administrative Costs	$25.5	$78.8	$86.3	$229.7	$236.6	$243.7	$338.4	***$1,238.9***
Total Costs	*$1,687.0*	*$1,998.3*	*$2,083.4*	*$2,844.6*	*$2,930.0*	*$3,017.9*	*$3,542.2*	***$18,103.4***
Operating Revenues								
Snyderville Basin 1/4 Percent Sales & Use Tax [2]	$1,432.0	$1,503.6	$1,578.8	$1,657.7	$1,740.6	$1,827.6	$1,919.0	**$11,659.4**
Kamas Commuter Service Passenger Fares	$0.0	$7.5	$9.2	$10.0	$10.3	$10.7	$11.1	**$58.7**
The Canyons Assessment	$137.0	$125.0	$131.0	$137.0	$145.0	$155.0	$165.0	**$995.0**
SSD Parcel Assessment	$95.0	$102.0	$109.0	$116.0	$122.0	$128.0	$135.0	**$807.0**
Transient Room Tax	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0	**$0.0**
Summit County Contribution	$50.0	$51.5	$53.0	$54.6	$56.3	$58.0	$59.7	**$383.1**
Donations	$6.7	$7.1	$7.1	$8.8	$8.8	$9.1	$8.2	**$55.9**
Bus Advertising	$10.6	$11.3	$11.3	$13.8	$14.0	$14.4	$13.0	**$88.3**
FTA Section 5311 Operating Funds	$500.8	$531.0	$530.9	$652.4	$658.6	$678.3	$754.1	**$4,306.1**
Total	*$2,232.2*	*$2,339.0*	*$2,430.3*	*$2,650.3*	*$2,755.6*	*$2,881.1*	*$3,065.1*	***$18,353.5***
Balance	***$545.1***	***$340.6***	***$346.9***	***($194.3)***	***($174.4)***	***($136.8)***	***($477.1)***	***$250.1***
CAPITAL PLAN								
Capital Costs (From Table 52)	$337.1	$490.9	$1,290.3	$1,332.7	$63.4	$3,384.2	$436.9	**$7,335.5**
Capital Revenues								
Beginning Fund Balance	$500.0	$222.9	($8.3)	($565.1)	($1,550.0)	($1,588.4)	($3,199.1)	
Capital Reserve Funds	$277.1	$231.1	$556.8	$984.9	$38.4	$1,610.7	$86.9	**$3,786.0**
The Canyons Assessment	$60.0	$60.0	$60.0	$60.0	$25.0	$0.0	$0.0	**$265.0**
Developer Contributions (for Canyons Transit Center)	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0	$350.0	**$350.0**
Western Snyderville Basin Traffic Impact Fee	$0.0	$81.4	$81.4	$162.8	$0.0	$81.4	$0.0	**$406.9**
FTA 5309	$0.0	$118.4	$592.1	$125.0	$0.0	$1,692.1	$0.0	**$2,527.6**
Total	*$337.1*	*$490.9*	*$1,290.3*	*$1,332.7*	*$63.4*	*$3,384.2*	*$436.9*	***$7,335.5***
Ending Fund Balance [3]	**$222.9**	**($8.3)**	**($565.1)**	**($1,550.0)**	**($1,588.4)**	**($3,199.1)**	**($3,286.0)**	

Note 1: Includes allocated administrative cost factor.

Note 2: At 5 percent annual growth rate, per County direction.

Note 3: Funding will need to be identified before implementation of major capital elements, such as bonding or expanded sales tax sources.

Source: LSC Transportation Consultants, Inc.

- FTA 5309 funds allocated towards County responsibilities are calculated as 50 percent of the annual County costs associated with the Kimball Transit Center (a 100% County responsibility) and with the Transit Operations and Maintenance Facility (a 24 percent County responsibility, based upon the proportion of vehicles in service). As shown in Table 53, below, this 50 percent figure is calculated as the highest proportion of Federal funding that maintains a positive fund balance.

As indicated, the existing capital reserve fund of $500,000 is exhausted by the second year of the plan period, and a net capital deficit of $3.3 million is generated by FY 2013-14.

It is clear from this financial analysis that expanded or new sources of funding will be required for both operating and capital programs, in order to fully realize the County transit plan. Two strategies merit particular consideration:

- One option would be to bond for long-term capital needs. Rather than the more short-term capital needs for transit vehicles and shelters, much of the County transit capital program (totaling roughly $5.6 million over the plan period) consists of transit passenger centers and the County's share of costs for a Transit Operations and Maintenance Facility. Bonding is a common and fiscally prudent means of funding these types of capital items that will last several decades or more.

- The Snyderville Basin quarter-cent sales tax could be expanded, perhaps to half-cent. While the current sales tax (along with other sources developed over the last few years) have been critical in implementing the County's successful transit system, this plan analysis shows that the limits of the transit program that can be supported by the existing sources has been reached. Even an increase from 0.25 cent to 0.35 cent would be sufficient to fully fund the operating and capital program for the County transit expansion.

Specific funding levels required from new funding sources will need to be determined by the funding partners.

<u>Park City Transit Services</u>

Similar to the discussion regarding development of the Financial Plan for Summit County, the following methodology was utilized in developing the Financial Plan for Park City:

- First, forecasts of annual operating and administrative costs were developed for Park City Transit services, as presented in Table 50, using the same forecasting assumptions described above. Operating and administrative costs over the seven-year period will total approximately $28.5 million with the service modifications, which is an 18 percent increase from the base case total of $24.1 million.

- Next, ridership on Park City Transit services was estimated for Fiscal Year 2004-05 through Fiscal Year 2010-11, as presented in Table 51. The "base case" ridership reflects expected ridership assuming no changes in service, and is based upon the forecasts presented in Chapter 8 above. The ridership impact of each Service Plan element is then identified and summed (adjusted for the growth factor associated with new services). In total, implementing all Service Plan elements is forecast to increase system-wide ridership from a

Fiscal Year 2013-14 base case figure of 1,631,300 one-way passenger-trips per year to a Fiscal Year 2010-11 total with the service improvements of 1,680,300 one-way passenger-trips – a 3 percent increase in ridership.

- The next element necessary in the development of the Financial Plan is estimation of the capital costs for vehicles, passenger amenities, passenger facility improvements and operating equipment, as shown in Table 52 for each year of the Short Range Transit Plan period. Expected replacement and expansion vehicle needs over the seven-year period include one expansion Park City bus, 9 replacement buses, 2.5 expansion buses (with one additional spare vehicle shared with the County), and 3 replacement mini-buses. All revenue vehicles will be diesel-powered. In addition, 3 non-revenue vehicles will be replaced during the plan period. Finally, the Capital Plan assumes the following implementation of other City transit capital items:

  - Advanced Public Transportation System technologies in Fiscal Year 2008-09

  - Construction of the Richardson Flats Park-and-Ride in FY 2009-10

  - Land acquisition and development of an initial parking lot for the Transit Operations Center in FY 2008-09 and building construction in two phases in 2009-10 and 2012-13.

  - Transit signal priority program in FY 2010-11.

  - Ongoing bus stop improvements.

  Park City Transit's capital costs over the seven-year period will total approximately $15.2 million.

  The results of Tables 50 through 52 were used to develop the Financial Plan, as presented for each of the seven years of the Short Range Transit Plan period in Table 54, and incorporating the following revenue sources:

  - County funding for allocated overhead costs, as discussed above.

  - Transit sales tax revenues, resort tax revenues, business license fees, and night rental license fees, increasing at 3 percent per year from current levels.

  - Fare revenue and bus advertising revenues, assumed to increase at 3 percent per year.

  Total operating revenues are forecast to increase from a FY 2007-08 level of $3.5 million to a FY 2013-14 level of $4.9 million. Subtracting operating costs, this yields a net positive operating surplus for each plan year except for FY 2009-10. As there is a net operating surplus of $583,000 over the plan period, however, this one-year shortfall can be addressed in the year-to-year budgeting process, and sufficient operating revenues are available to support the transit plan.

- The City transit capital financial plan is shown in the bottom portion of Table 53. Capital funding sources are assumed to consist of the following:

- FTA Section 5311 funding, allocated between the City and County programs based on the funding agreement.

FTA Section 5309 funds are allocated to funding 50 percent of the City's share (76 percent) of costs associated with the Transit Operations and Maintenance Facility.

- Real estate transfer fees, assumed to equal $500,000 per year in FY 2007-08, increasing with inflation.

Capital reserve funds are used to make up any shortfall in capital funding, including the cost of ongoing bus stop improvements in the City.

Under this plan the City transit capital reserve fund will end up with a 2013 ending positive fund balance of $459,500. A positive fund balance is also maintained in the FTA 5309 fund, with an ending fund balance of $1.5 million. It should be noted that a substantial bus replacement program will be required just after the end of this plan period, with a total of 15 vehicles requiring replacement in the following three years. A strong positive fund balance will help to address this need.

TABLE 54: Park City Transit Financial Plan

All Figures in Thousands

Project Description	Projected FY07-08	Projected FY08-09	Projected FY09-10	Projected FY10-11	Projected FY11-12	Projected FY12-13	Projected FY13-14	7-Year Total
OPERATING PLAN								
Base Case Costs (Includes Allocated Administrative Costs)	$3,143.7	$3,238.0	$3,335.2	$3,435.2	$3,538.3	$3,644.4	$3,753.8	**$24,088.6**
Service Plan Elements	$79.2	$413.4	$649.3	$665.2	$830.7	$855.6	$879.4	**$4,372.7**
Total Costs	*$3,222.9*	*$3,651.4*	*$3,984.5*	*$4,100.4*	*$4,369.0*	*$4,500.0*	*$4,633.1*	***$28,461.3***
Operating Revenues								
Transit Sales Tax	$1,450.0	$1,545.9	$1,648.2	$1,757.2	$1,873.5	$1,997.4	$2,129.6	**$12,401.7**
Resort Tax	$1,241.2	$1,278.4	$1,316.7	$1,356.2	$1,396.9	$1,438.8	$1,482.0	**$9,510.3**
Business Licenses	$607.7	$625.9	$644.7	$664.1	$684.0	$704.5	$725.6	**$4,656.5**
Night Rental License Fee	$123.6	$127.3	$131.1	$135.1	$139.1	$143.3	$147.6	**$947.1**
Donations	$12.8	$13.0	$13.6	$12.6	$13.2	$13.6	$10.8	**$89.7**
Kamas Commuter Service Passenger Fares	$0.0	$7.5	$9.2	$10.0	$10.3	$10.7	$11.1	**$58.7**
Bus Advertising	$20.3	$20.6	$21.5	$19.9	$20.8	$21.4	$17.0	**$141.6**
County Funding for Administrative Costs	$25.5	$78.8	$86.3	$229.7	$236.6	$243.7	$338.4	**$1,238.9**
Total	*$3,481.1*	*$3,697.4*	*$3,871.3*	*$4,184.8*	*$4,374.4*	*$4,573.4*	*$4,862.0*	***$29,044.4***
Balance	***$258.2***	***$46.0***	***($113.2)***	***$84.4***	***$5.4***	***$73.4***	***$228.9***	***$583.0***
CAPITAL PLAN								
Capital Costs (From Table 52)	$304.7	$2,869.8	$4,026.6	$1,281.6	$1,064.0	$3,815.8	$1,864.6	**$15,227.1**
Capital Revenues								
Capital Reserve Funds	($570.3)	$1,575.6	$1,179.0	$232.8	($103.4)	$600.6	$322.5	**$3,236.6**
Real Estate Transfer Fee	$500.0	$515.0	$530.5	$546.4	$562.8	$579.6	$597.0	**$3,831.2**
FTA Section 5309	$0.0	$381.6	$1,907.9	$0.0	$0.0	$1,907.9	$0.0	**$4,197.4**
FTA Section 5311 (2)	$375.0	$397.6	$409.2	$502.5	$604.7	$727.7	$945.1	**$3,961.8**
Total	*$304.7*	*$2,869.8*	*$4,026.6*	*$1,281.6*	*$1,064.0*	*$3,815.8*	*$1,864.6*	***$15,227.1***
Balance	***$0.0***	***$0.0***	***$0.0***	***$0.0***	***$0.0***	***$0.0***	***$0.0***	
CAPITAL RESERVE FUND BALANCE								
Beginning Fund Balance	$3,000.0	$3,828.5	$2,298.9	$1,119.9	$971.5	$1,080.4	$553.2	
Transfers from Operating Surplus	$258.2	$46.0	$0.0	$84.4	$5.4	$73.4	$228.9	
Capital Expenses	($570.3)	$1,575.6	$1,179.0	$232.8	($103.4)	$600.6	$322.5	
Ending Fund Balance	$3,828.5	$2,298.9	$1,119.9	$971.5	$1,080.4	$553.2	$459.5	
5309 FUND BALANCE								
Beginning Fund Balance	$2,500.0	$3,250.0	$3,522.5	$1,818.2	$2,512.7	$3,356.9	$626.3	
Average Annual Revenues	$750.0	$772.5	$795.7	$819.5	$844.1	$869.5	$895.5	**$5,746.8**
Expenditure -- Maintenance/Operations Facility (3)	$0.0	$500.0	$2,500.0	$0.0	$0.0	$2,500.0	$0.0	**$5,500.0**
Expenditure -- Kimball Transit Center (3)	$0.0	$0.0	$0.0	$125.0	$0.0	$1,100.0	$0.0	**$1,225.0**
Ending Fund Balance	$3,250.0	$3,522.5	$1,818.2	$2,512.7	$3,356.9	$626.3	$1,521.8	

Note 1: Includes interfund transfers, capital contributions, and debt service.
Note 2: Projections based on currend UDOT formulas, which may change in the future.
Note 3: At 50 percent funding, to provide positive fund balance.
Source: LSC Transportation Consultants, Inc.

City Council
Staff Report

Subject: Feasibility Study Racquet Club
Author: Ken Fisher, Recreation Manager
Department: Recreation & Library
Date: October 4, 2007
Type of Item: Contract Approval

Summary Recommendations:
Authorize the City Manager to enter into a professional service provider contract with VCBO Architecture, in a form approved by the City Attorneys Office, for the services of studying a potential Racquet Club remodel located at 1200 Little Kate Rd in the amount of $48,000.

Topic/Description:
Contract approval for design & feasibility study for the Racquet Club

Background:
The Racquet Club has been identified by City Council as a high priority for 2007 targets for action. Council formed a Recreation Advisory Board Racquet Club subcommittee that has been involved in the process of identifying potential improvement to the facility.

In April 2007 Leisure Vision completed a Community Attitudes and Interest survey (Needs Assessment) for Park City. The survey identified the renovation of the Park City Racquet Club (54% of respondents) as the most important improvement that could be made among a list of various recreational amenities (new golf course (25%), new indoor rec center (18%), new playing fields (8%), indoor playing fields (6%), a second sheet of ice (5%)).

The public also wanted to renovate the existing Racquet Club (53%) versus building a new facility at a different location (7%). The amenities that the public would like to see in a renovation project are related to adult fitness & wellness with an expanded weight room, group fitness space and a walking jogging track. Expanded aquatic facilities were also highly rated by the public.

The next step in the process is for the City to complete a feasibility study and develop some conceptual design for the potential remodel of the facility. We have an understanding of what residents are looking for. Now we must see if it is feasible by determining how much it will cost, and study the impact on operations both from a revenue and expense side. We will also be looking at the existing infrastructure of the building and the recreation programming infrastructure.

Analysis:
In August 2007 a Request for Proposal for the Park City Racquet Club Feasibility & Conceptual Design Project was advertised in the Salt Lake Tribune and the Park Record. The deadline for submittal was 3 p.m. on September 10th. The City received three proposals from FFKR ($138,200), VCBO ($48,000) and GouldEvans ($57,000). The selection committee made up of representatives from Public Works, Sustainability, Budget, Building and Recreation met on September 18. At the selection meeting the committee recommended to bring VCBO and GouldEvans in to give a presentation on September 21st.

Based upon the presentations on September 21, 2007, the selection committee recommends the hiring of VCBO Architecture for the following reasons:

- Past experience providing architectural services, recreational planning and facility operations to municipalities doing remodel projects within existing buildings.
- Past experience and understanding of recreation buildings and operations.
- Thoroughness of the firms approach to the requested scope of services.
- Past experience analyzing existing infrastructure of buildings.
- Cost of performing the requested scope of services.

Below is an outline of the scope of work that will be performed by January 15, 2008 for the $48,000 fee:

Building Evaluation: Provide a written evaluation of the current Racquet Club building mechanical infrastructure as well as the structural integrity of the building.
Infrastructure Evaluation Provide a written evaluation of current Racquet Club recreation infrastructure (pools, indoor & outdoor tennis courts, gymnasium, group fitness, weight room and cardiovascular studio) including recommended space requirements based on current and projected use of the facility.
Conceptual Design: Meet with PCMC project team to develop three (3) conceptual designs with construction cost estimate for the Racquet Club remodel based on the recreation needs assessment, and the evaluation of the building and infrastructure evaluation.

- While the Recreation Needs Assessment points to remodeling the Racquet Club it is important to get an evaluation of remodel costs compared to building a new facility with the same amenities.
- Present the conceptual designs at two public meetings.

Design Options: Provide three (3) proposed designs for the project team to review. The designs proposals must include technologies that address the following:

- Energy efficiency: efficient thermal envelopes, efficient space and water heating, lighting, controls and monitoring and appliances.
- Water efficiency
- Material and Resources:

    - Durable building envelopes and long-lived materials or assemblies
    - Recycled-content materials
    - FSC-certified woods
    - Safer, less toxic materials, such as an alternative to CCA-treated wood.
    - Indoor environmental quality, pollution reduction, worker and occupant safety, air cleaning, humidity control, and thermal comfort.
    - Operations and Maintenance: Resource-efficient building operations practices.
    - Building must meet a minimum score of 75 on the Energy Star system and must meet the certified level for LEED consistent with Council adopted policies.

One of the areas that will be evaluated for energy efficiency will be the potential of using solar energy to heat the pools and hot water in the facility.

Design Presentations: Assist PCMC project team in presenting the selected conceptual design, operations & impact assessment and construction cost estimates to City Council.

Operations Report: Complete a written Operations Impact Assessment that will estimate the general impact on the facility if a remodel is done. This shall include:

- General impact on facility use
    - Fee structure changes
    - Daily impact on facility
    - Multiple admissions/annual passes
    - Family, corporate, group passes
    - Rentals
- Expected operating cost increases (estimate in ranges)
- Expected revenue increases (estimate in ranges)

Final Report: Complete a written report related to program assistance that shall include the following:

- Determination of programs and services to be added or expanded
    - Balance with revenue and expense estimates
- Establish facility component recommendations/ prioritization
    - Validate or adjust any existing facility program
    - Determine new space needs and adaptive reuse of existing space
    - Determine sizing and space allocation requirements
    - Component relationships and interaction
- Development of program statement consensus

There is adequate funding for the project in the Recreation Needs & Facility Assessment CIP Account. There is currently a balance of $59,490 in the CIP account.

Department Review:

This report has been reviewed or received input from the City Manager, Sustainability, Building, Recreation & Library, Budget & Grants, and Legal.

Alternatives:

A. Approve the Request:
Direct the City Manager to enter into a professional service provider contract with VCBO Architecture, in a form approved by the City Attorneys Office, for the services of studying a potential Racquet Club remodel located at 1200 Little Kate Rd in the amount of $48,000.

B. Deny the Request:
Council may deny the request to perform the feasibility study and conceptual design on the Racquet Club.

C. Continue the Item:
Council may continue the contract approval to a future date.

D. Do Nothing:
This will result in a lack of clarity and direction on the feasibility & conceptual design contract.

Significant Impacts:
By approving the feasibility study and conceptual design for the Park City Racquet Club staff and council will have an understanding of what a potential remodel of the facility may look like from not only a construction cost but also from an operational standpoint.

This will enable Council to make an informed decision with regard to the future of the facility.

Consequences of not taking the recommended action:
Any impovements identified in the recreation needs assessment will be delayed with the Racquet Club remaining status quo.

Recommendation:
Direct the City Manager to enter into a professional service provider contract with VCBO Architecture, in a form approved by the City Attorneys Office, for the services of studying a potential Racquet Club remodel located at 1200 Little Kate Rd in the amount of $48,000.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of ______________, 2007, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and VCBO Architecture, 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 **$48,000** Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on March 1, 2008 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 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. 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 three million dollars ($3,000,000) aggregate for personal injury, bodily injury and property damage. The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 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 five hundred thousand dollars ($500,000) 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 half million dollars ($500,000) combined single limit per occurrence.

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

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. <u>CHANGES</u>.

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. <u>MAINTENANCE AND INSPECTION OF RECORDS</u>.

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. <u>POLITICAL ACTIVITY PROHIBITED</u>.

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. <u>PROHIBITED INTEREST</u>.

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

17. <u>MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS</u>.

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. <u>TERMINATION</u>.

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. <u>NOTICE</u>.

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. <u>ATTORNEYS FEES AND COSTS</u>.

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

VCBO ARCHITECTURE
Address:
524 South 600 East
Salt Lake City, Utah 84102

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

Park City Racquet Club Expansion & Renovation Feasibility Study

Task A Building Evaluation: Provide a written evaluation of the current Racquet Club building mechanical infrastructure as well as the structural integrity of the building.

Task B Infrastructure Evaluation Provide a written evaluation of current Racquet Club recreation infrastructure (pools, indoor & outdoor tennis courts, gymnasium, group fitness, weight room and cardiovascular studio). Including recommended space requirements based on current and projected use of the facility.

Task C Conceptual Design: Meet with PCMC project team to develop three (3) conceptual designs with construction cost estimate for the Racquet Club remodel based on the recreation needs assessment, and the evaluation of the building and infrastructure evaluation.

- Evaluation of remodel costs compared to building a new facility with the same amenities.
- Present the conceptual designs at two public meetings.

Task D Design Options: Provide three (3) proposed designs for the project team to review. The designs proposals must include technologies that address the following:

- Energy efficiency: efficient thermal envelopes, efficient space and water heating, lighting, controls and monitoring and appliances.
- Water efficiency
- Material and Resources:
  o Durable building envelopes and long-lived materials or assemblies
  o Recycled-content materials
  o FSC-certified woods
  o Safer, less toxic materials, such as alternative to CCA-treated wood.
  - Indoor environmental quality, pollution reduction, worker and occupant safety, air cleaning, humidity control, and thermal comfort.
  - Operations and Maintenance: Resource-efficient building operations practices.
  - Building must meet a minimum score of 75 on the Energy Star system and must meet the certified level for LEED.

Design Presentations: Assist PCMC project team in presenting the selected conceptual design, operations & impact assessment and construction cost estimates to City Council.

Task E Operations Report: Complete a written Operations Impact Assessment that will estimate the general impact on the facility if a remodel is done. This shall include:

- General impact on facility use

  - o Fee structure changes
  - o Daily impact on facility
  - o Multiple admissions/annual passes
  - o Family, corporate, group passes
  - o Rentals
- Expected operating cost increases (estimate in ranges)
- Expected revenue increases (estimate in ranges)

Task F Final Report: Complete a written report related to program assistance that shall include the following:

- Determination of programs and services to be added or expanded
  - o Balance with revenue and expense estimates
- Establish facility component recommendations/ prioritization
  - o Validate or adjust any existing facility program
  - o Determine new space needs and adaptive reuse of existing space
  - o Determine sizing and space allocation requirements
  - o Component relationships and interaction
- Development of program statement consensus

Fees

VCBO Architecture will provide the services outlined in the Scope of Work on a flat fee not to exceed the following estimate.

Task A

Building Evaluation $3,800.00

Task B

Infrastructure Evaluation $2,800.00

Task C

Conceptual Design $7,000.00

Task D

Design Options $12,600.00

Task E

Operations Report* $18,600.00

* Includes up to 2 trips by the operations consultant to Park City for 1 day work sessions each.

Task F

Final Report $3,200.00

TOTAL FEE $48,000.00

Exclusions:

Environmental assessment of the facility and site

Owner Provided Materials

Previous reports and surveys pertinent to the project

Plat and zoning maps

Meeting Facilities

Advertisement of public meetings

ADDENDUM "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

Principal:	$150.00/Hour
Project Manager	$125.00/Hour
Project Architect	$105.00/Hour
Project Coordinator	$ 90.00/Hour
Drafting	$ 75.00/Hour
Clerical	$ 50.00/Hour

City Council
Staff Report

Subject: **Engineering Services Contract for Woodside/Norfolk Reconstruction**
Author: **Eric W. DeHaan, P.E., City Engineer**
Department: **Executive**
Date: **October 4, 2007**
Type of Item: **Administrative**

Summary Recommendations:
The Council should authorize the City Manager to sign the attached Service Provider/Professional Services Agreement with Alliance Engineering for engineering services related to the 2008 reconstruction of Woodside and Norfolk in the amount of $384,285.00.

Topic/Description:
The City Council adopted the Old Town Improvement Study (OTIS) in 2002. This was actually the second OTIS, as the City has been steadily improving infrastructure in Old Town since an earlier study in 1992 made similar recommendations. Street projects which have been accomplished so far include most of Swede Alley, Empire Avenue, King Road, Ontario Avenue, Marsac Avenue, Woodside south of 12th Street, Upper Park Avenue, Prospect Street, and Upper Norfolk. In the FY2008, budget the City Council included funds for this latest OTIS project, namely the improvement of Woodside Avenue from 13th to 15th Street and also Norfolk Avenue from 8th Street to 13th Street. This contract with Alliance Engineering will provide for the necessary design work on these important Old Town streets. Alliance will also advertise the projects for bid and manage the construction contract. Bidding will occur in the late winter in an effort to obtain reasonable construction prices.

The Council has approved funding for this project as follows:
CIP Project 31-43418 contains $1,792,000.00 for Norfolk, while CIP Project 31-43419 contains $1, 075,000.00 for Woodside. The scope of the Alliance design and the 2008 construction project will also include three small but important Walkability projects prioritized by the Council in the Spring of 2007: the sidewalk on the east side of Park Avenue in the 1300 block where no viable sidewalk currently exists, the sidewalk connection from the back side of Squatters to Key Bank, and the sidewalk on Lucky John Drive along the LDS Church frontage to complete the safe walking route from western Park Meadows to the school campus. This design effort will provide additional information about their walkability projects, should the walkability bond pass this Fall.

Background:
OTIS identified numerous utility deficiencies and substandard roads in Old Town. In addition, the Snyderville Basin Water Reclamation District (SBWRD) has undertaken a very detailed remote-camera inspection of the sewer system to determine the extent of necessary sewer work. Park City coordinates with SBWRD on OTIS projects so all

underground work is done prior to paving. Park City includes the SBWRD work in our construction contract for efficient project management, and then SBWRD reimburses Park City for their share of the construction costs. SBWRD and Park City each pay for our own engineering costs.

Analysis:
A review committee consisting of Pace Erickson (Public Works), David Actor, P.E. (SBWRD) and Eric DeHaan, P.E. (Executive) sifted through four proposals form engineering firms as tabulated below:

FIRM	PROPOSED COST
Alliance Engineering	$384,285.00
Psomas, Inc.	$378,000.00
Stantec, Inc.	$429,846.25
Sunrise Engineering	$320,170.00

Inn addition to the price (which by City policy does not need to be the determining factor), the review committee evaluated each firm according to a list of criteria including experience on similar projects, strength of individual firm members, familiarity with PCMC & SBWRD specifications and procedures, project management skills, communication skills, and technical skills. Alliance Engineering scored in the top 2 rankings in each of these areas. The committee followed every aspect of our purchasing policy, which includes General Policy#5. **Subject to federal, state, and local procurement laws when applicable, reasonable attempts should be made to support Park City businesses by purchasing goods and services through local vendors and service providers.** Alliance has their office on Main Street and their three primary firm members assigned to Woodside/Norfolk live in Thaynes Canyon, on Daly Avenue, and in Sunnyside Subdivision.

The review committee determined that Alliance is the best choice for providing professional design services to the City on this project.

After applying all applicable criteria, the funding for the contract already exists, as noted above, in CIP accounts 31-43418 and 31-43419, which have a total balance of $2,867,000.00.

The design includes sidewalks on one side of each street. A storm drain will be installed throughout. Dry conduits for future under-grounding of overhead utilities will be included as well, although it should be noted that in recent years Park City has spent over $500,000 on the installation of dry utility conduits in Old Town in reliance on property owners petitioning for a Special Improvement District to complete the underground relocation, yet no SID petitions have been completed by the citizens. At the present time the Municipal Code requires the abutting property owner to maintain sidewalks.

Department Review:
This report has been reviewed by Budget, Sustainability, Public Works, Executive, Legal, and the Library, which adjoins the construction project. All issues have been resolved.

Alternatives:

A. Approve the Request:
This is the staff's recommendation.

B. Deny the Request:
This would make it impossible to complete the design in time for 2008 construction.

C. Continue the Item:
If the Council needs more information the item can be continued, but this would probably cause the cost to increase since surveying in snow is more time-consuming.

D. Do Nothing:
This option would make it impossible to complete the design in a timely manner.

Significant Impacts:
The engineering design will have no significant impacts, whereas the actual construction of Woodside and Norfolk will heavily impact the adjacent residents. The funds for both the engineering contract and the 2008 construction have already been appropriated, as mentioned above, so there are no budget impacts which the Council hasn't already considered in the FY2008 budget.

Consequences of not taking the recommended action:
The pavement of Norfolk Avenue between 8th and 13th and of Woodside between 13th and 15th has largely failed and really needs to be replaced, along with the associated utility work recommended in OTIS. Not commencing an engineering design contract now would delay the necessary improvements.

Recommendation:
The Council should authorize the City Manager to sign the attached Service Provider/Professional Services Agreement with Alliance Engineering for engineering services related to the 2008 reconstruction of Woodside and Norfolk in the amount of $384,285.00.

EXHIBIT “A” TO THE AGREEMENT
SCOPE OF ENGINEERING SERVICES
for
PARK CITY MUNICIPAL CORPORATION
WOODSIDE/NORFOLK RECONSTRUCTION – CONSTRUCTION PHASE

PROJECT YEAR 2008

PROJECT DESCRIPTION:

The Construction Phase of the Woodside-Norfolk Reconstruction Project includes design and construction services for improvements within the general area of Woodside Avenue from 13th to 15th and within Norfolk Avenue from 8th Street to 13th Street. Proposed improvements generally consist of the upgrade of existing water main (pipe size as determined by PCMC), the installation of new HDPE or copper water services to existing meters (where existing services are determined to require replacement), the replacement of existing water meters (where relocation is required due to conflicts or determined by PCMC), the replacement of fire hydrants, the installation of a storm drainage system, the installation of roll gutter along both sides, the installation of traffic calming devices, and the replacement of the pavement section. Sewer improvements desired by Snyderville Basin Water Reclamation District will also be incorporated into the construction project. Water and sewer stubs to vacant lots are required. A sidewalk is required on the westerly side of both streets. Traffic signs and regulatory signs are required. Additional sidewalk installation in three (3) other nearby areas will also be included. Those areas include Lucky John Drive (about 200 feet), Park Avenue (about 150 feet), and Snow Creek Drive (about 30 feet).

The work will be publicly bid by PCMC with construction scheduled for the 2008 construction season. The consultant will handle the details of the bidding process.

The following Tasks further describe the services to be provided.

TASK 1 – DESIGN & DOCUMENTS

Incorporate conceptual design aspects into project design.

Attend meetings with PCMC staff and neighborhood representatives to establish requirements and considerations for the required improvements.

Obtain relevant base mapping and field survey data. Video the project area “pre-construction” conditions.

Prepare final construction drawings. Geotechnical testing and reports are not a part of this Scope of Services.

Prepare bidding and contract documents, including a separate bidding schedule for PCMC and for SBWRD. Prepare a quantity estimate and opinion of construction costs for 2008 construction.

Pavement section design and storm drain line sizing will be determined by the Park City Engineer.

Contaminated soils removed from the project area will need to be characterized as to heavy metals. Disposal into Richardson Flats repository will require special conditions in the construction contract.

TASK 1A – DESIGN DOCUMENTS UPDATE

Attend meetings with PCMC staff, utility agencies, and neighborhood representatives to establish neighborhood support. Make changes to the design as directed by Park City Engineer.

Perform supplemental survey as required to incorporate design changes. Anticipated areas of survey are possible expanded sidewalk areas and utility pad locations.

Update construction drawings incorporating the following into the design package:

- Roadway cross-section, alignment, grade, and elevation changes to facilitate additional sidewalk improvements at locations identified by the City Engineer;
- Identify drive approach/curb cut locations at proposed sidewalks;
- Site grading and retaining walls to facilitate proposed utility pads;
- Planter boxes at locations identified by the City Engineer;
- Revise utility alignments (including water meter and fire hydrant location, etc) to facilitate proposed sidewalks;
- Provide design base sheets to utility agencies, incorporate utility routings and trench requirements provided by utility agencies, and incorporate utility design details;
- Include City street lighting system layout within the improvement area;

Further update construction drawing incorporating the following into the design package:

- Updated design requirements, bid dates, and completion requirements & dates;

- Utility agency requirements;
- Applicable funding requirement language (as designated by PCMC);
- Special provisions as required by PCMC and utility agencies.

Prepare an “additive alternate” quantity estimate and opinion of construction costs reflecting utility improvements.

TASK 2 – BID AND CONSTRUCTION PHASE

Provide project administration to assist the PCMC in pre-qualifying contractors, evaluating bids and awarding and preparing contracts for construction. Arrange and attend a pre-bid meeting.

Conduct a pre-construction conference. Arrange a schedule of progress meetings and other job conferences as required by the Contract. Provide contract administration. Issue all instructions to the Contractor as requested by the City; issue necessary instructions and clarifications of the Contract Documents; have authority as City’s Representative to require special inspection or testing of the Work. Verify monthly and final payments by the Contractor.

Preparation of change orders and the evaluation of claims by the City or Contractor relating to the work are included in the Scope of Work but are not included in the estimate of costs. Costs for preparing, evaluating, and negotiating change orders will be addressed on a case by case basis, with approval to be issued by the City Engineer prior to the performance of the work.

Provide construction staking for the project. Staking will be provided on a one time basis. Restaking will be assessed to PCMC, but by contract, the Contractor will be responsible for the costs.

Coordinate final layout of the proposed gutter with existing site conditions. Make horizontal and vertical modifications to the gutter design as necessary.

Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. Prepare daily field reports and monthly construction progress reports and submit to PCMC. Conduct, in company of the City, a substantial completion and a final walk-through and prepare a list of items to be completed or corrected. Verify that items on the lists have been completed or corrected, and make recommendations to the City concerning acceptance and final payment to the Contractor.

Prepare mylar “record drawings”. Provide survey locations for new water valves, meters, storm drain boxes and inverts. Provide one 24” x 36” set of prints and one 11” x 17” set of mylars to PCMC.

Re-set survey control monuments under the supervision of an RLS.

TASK 3A – UTILITY CONSTRUCTION PHASE

Construction coordination with utility agencies.

Construction staking for dry utility pads, pull boxes, and conduit alignment & stubs.

TASK 4A – PROJECT CLOSEOUT

Record drawing survey of buried dry utility stubs and preparation of dry utility record drawing for submittal to utility agencies.

SERVICES NOT INCLUDED

Services not a part of this scope of services are:

Design or construction associated with the transfer and activation of the overhead utilities;

The extension of conduits or services lines or private property (behind proposed curb & gutter/sidewalk);

Preparation of easement descriptions for utilities.

Other items specifically identified by consultant.

Alliance Engineering Inc.

ADDENDUM "A"
SCOPE OF SERVICES

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

Woodside/Norfolk Reconstruction
Scope of Services
September 7, 2007

1. Existing Conditions Mapping **$43,720**
   - Onsite survey of existing conditions
   - Prepare mapping of existing conditions
   - Prepare certified topographic map

2. Design Development **$42,650**
   - Preliminary concept plan
   - Co-ordination meetings with PCMC staff
   - Public hearing and neighborhood input
   - Prepare Co-ordination exhibits
   - Co-ordinations with utility providers
   - Assemble and prepare final concept plan

3. Construction plans **$69,600**
   - Planimetric design
   - Profile design
   - Grading and Drainage design
   - Water System improvement design
   - Dry Utilities conduit design
   - Assemble construction plans
   - Submittals and approvals
   - Engineer's estimate of construction costs

4. Bid Phase **$29,920**
   - Prepare bid schedule and quotes
   - Prepare bid documents
   - Advertise and solicit bid proposals
   - Pre-bid meetings with qualified contractors
   - Evaluate proposals and award contract

323 Main Street P.O. Box 2664 Park City, Utah 84060 435-649-9467 FAX 435-649-9475

5. Construction Administration **$103,035**
    - Arrange pre-construction meeting
    - Attend/Co-ordinate construction meetings
    - Site inspections and reports
    - Submittal/RFI reviews and reports
    - Review contractor pay applications
    - Co-ordinations with PCMC/Utility providers
    - Administration of sub-consultants (Testing)
    - As-Built documents
    - Punch list/Project close out

6. Construction Survey **$95,360**
    - Control survey
    - Site grading
    - Water/SD/Conduits staking
    - Subgrade staking
    - Road/TBC staking
    - Driveway staking
    - As-Built survey data
    - Street monuments
    - Utility cabinets

Total: **$384,285**

ADDENDUM "B"
PAYMENT SCHEDULE
FOR "EXTRA" WORK

Woodside/Norfolk Reconstruction Proposal
Hourly Rate Schedule

Service	Per Hour Rate
Principal Engineer	$135.00
Principal Land Planner	$135.00
Senior Project Engineer	$115.00
Senior Land Planner	$90.00
Landscape Architect	$90.00
Associate Engineer	$85.00
CAD Draftsman	$60.00 - $90.00
Secretarial	$52.50
3 Man Survey Crew	$180.00
2 Man Survey Crew	$140.00
1 Man GPS Survey Crew	$120.00
Office Surveyor	$90.00
Reimbursable Expenses	Cost + 10%
Mileage (out of town jobs)	.65 per mile

Computers and plotters are included in the rates listed above. Rates are effective through May 31, 2008.

YX:\AE\General\Office\Billings\2007\Rate Schedule Woodside-Norfolk Reconstr. proposal.doc

City Council
Staff Report

PARK CITY 1884 PLANNING DEPARTMENT

Subject:	**Comstock Lodge Condominiums Amended Record of Survey**
Author:	**Sharon Mayes-Atkinson, Sr. Planner**
Date:	**October 4, 2007**
Type of Item:	**Administrative-Amended Record of Survey**

Summary Recommendations

Staff recommends the City Council hold a public hearing for the Comstock Lodge Condominiums Amended Record of Survey, review the proposed application and consider approving, based on the findings of fact, conclusions of law and conditions of approval as found in the ordinance.

Topic

Applicant:	Comstock Lodge Condominiums Homeowner's Association
Location:	2650 Deer Valley Drive East, Park City, Utah
Zoning:	RD-Part of the Deer Valley MPD
Adjacent Land Uses:	Residential/Resort Condominiums
Reason for Review:	Amendment to Record of Survey requires Planning Commission review and approval by the City Council.

Background

Comstock Lodge is a residential/resort condominium project approved as part of the Deer Valley Master Plan for 20 condominiums, each approximately 1000 square feet in size. Parking was approved based upon 1 ½ parking spaces per unit for a total of 30 parking spaces. A storage space of slightly less than 1000 square feet was also built and labeled as limited common space. The homeowner's association is requesting this be converted to an additional unit as a result of an agreed upon litigation settlement. Under the terms of the settlement agreement, the storage space will become another condominium unit number 107 and it will initially belong to the owner of unit 307. The parking requirement for the additional unit would increase by 1 ½ spaces.

Analysis

The issues brought up by staff were 1) whether the density under the Deer Valley Master Plan would allow another unit; 2) whether they were building on the required open space; and 3) whether they had sufficient parking for the additional unit?

1) Density: Under both the 8th Amended and recently ratified 9th Amended Deer Valley MPD, this project has sufficient density to add one additional unit of 1000 square feet or less.

2) Open Space: Since there is no additional structure being built, they are not building on their open space. The required 2/3 majority of the Homeowner's Association

has agreed to converting common storage area into a private unit through this amendment, without resulting in any additional structures in the project.

3) Parking: The addition of one unit of 1000 square feet or less results in a requirement of an additional 1 ½ parking spaces, which would be rounded up to 2 spaces. The applicants have redesigned their existing underground parking, moved the handicapped parking to an area closer to the elevator and were able to add one additional parking space. They also have one area that is large enough for another parking space, but would be very difficult to maneuver into or out of right next to the wall, but are still short by one legal space.

Pursuant to LMC 15-3-7:

> *The Planning Commission "may reduce this initial parking requirement to prevent excessive parking and paving. The Applicant must prove by a parking study that the proposed parking is adequate. The parking study must analyze whether:*
>
> *(1) parking Uses will overlap,*
> *(2) commercial spaces within the project will serve those residing within the project rather than the general public,*
> *(3) or other factors that support the conclusion that the project will generate less parking than this Code would otherwise require."*

The Planning Commission considered this issue and the summary of parking submitted, and made a finding that the parking may be reduced by one space due to factors that support the conclusion that the project will generate less parking than this Code would require. This finding was based upon letters indicating that unit owners generally rented the units nightly or came only for vacations. Short term occupants generally only bring one vehicle. Therefore, for criteria number three (3), there are some reasonable arguments in support of the conclusion that this project will generate less parking than the Code requires.

Staff finds good cause for this amendment, since the proposal is consistent with the Land Management Code (LMC) regarding subdivisions and plat amendments, and is consistent with the Deer Valley 9th amended MPD.

Department Review
This project has gone through an interdepartmental review including Planning, Building, Engineering and Legal Department. All issues brought up have been addressed in this report. Staff concurs with the findings of the Planning Commission.

Notice
The property was posted and notice was mailed to all property owners within the project

and within 300 feet. Legal notice was also put in the Park Record.

Public Input
No public input has been received either during the Planning Commission Public Hearing, or by the Planning Department as of the time of this report.

Alternatives

- The City Council may approve the Comstock Lodge Condominiums Amended Record of Survey as conditioned or amended, or
- The City Council may deny the Comstock Lodge Condominiums Amended Record of Survey and direct staff to make Findings for this decision, or
- The City Council may continue the discussion on the Comstock Lodge Condominiums Amended Record of Survey for further information; or
- The City Council may remand the item back to the Planning Commission with direction for discussion on specific issues and/or Findings.

Significant Impacts
There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation
The existing Record of Survey would remain in place and unit 107 would not be permitted.

Recommendation
Staff recommends the City Council hold a public hearing for the Comstock Lodge Condominiums Amended Record of Survey, review the proposed application and consider approving, based on the findings of fact, conclusions of law and conditions of approval as found in the ordinance.

Attachment 1- Ordinance
Exhibit A –Comstock Lodge Condominiums Amended Record of Survey
Attachment 2--Third Amendment to Declaration of Condominium of the Comstock Lodge Condominiums
Attachment 3- Letters from Harrison Horn and the Management Company

Ordinance No. 07-

AN ORDINANCE APPROVING THE COMSTOCK LODGE CONDOMINIUMS AMENDED RECORD OF SURVEY LOCATED AT 2650 DEER VALLEY DRIVE EAST, PARK CITY, UTAH.

WHEREAS, the Homeowner's Association of the Comstock Lodge Condominiums, after a vote of more than 66.7% of the ownership in favor, have petitioned the City Council for approval of the Comstock Lodge Condominiums Amended Record of Survey; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on September 12, 2007, to receive input on the Comstock Lodge Condominiums Amendment to Record of Survey;

WHEREAS, the Planning Commission, on September 12, 2007, forwarded a positive recommendation to the City Council; and,

WHEREAS, the Planning Commission, on September 12, 2007, made a specific finding under Land Management Code 15-3-7, that the parking may be reduced by one space due to factors that support the conclusion that the project will generate less parking than this Code would require; and

WHEREAS, on October 4, 2007, the City Council held a Public Hearing on the project; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Comstock Lodge Condominiums Amendment to Record of Survey.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Comstock Lodge Condominiums Amendment to Record of Survey as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1) The property is located at 2650 E. Deer Valley Drive, Park City, Utah..
2) The zoning is Residential Development (RD).
3) The existing approved units include 20 units each between 995 and 998 square feet.
4) The new unit will be constructed within an existing limited common area storage

area, and will be approximately 998 square feet in size.

5) The increase in density was approved as part of the Ninth Amendment to the Deer Valley Master Plan.
6) The existing parking consists of 30 parking spaces in an underground parking structure, based upon 20 units at a requirement of 1 ½ parking spaces per unit.
7) The Planning Commission, on September 12, 2007 made a finding that the project will generate less parking than required under Chapter 15-3-6(A).

8) The underground parking structure was modified to add one additional legal sized space, and one of adequate size, but not legal due to its location next to a wall.
9) The existing units are primarily used for vacation homes and nightly rentals at this time.
10) Study information submitted by the applicants and the management company have shown that even during peak holiday periods the parking lot is not full since visitors usually only bring one car, thereby reducing the parking requirement that would normally be required.
11) The applicant has submitted recordable amendments to the Declaration of Condominium and Resolution of more than 66.7% of the property owners in favor of this amendment to the Record of Survey.
12) There is no reduction of open space within the project since the unit is being constructed within an already existing storage structure.

Conclusions of Law:

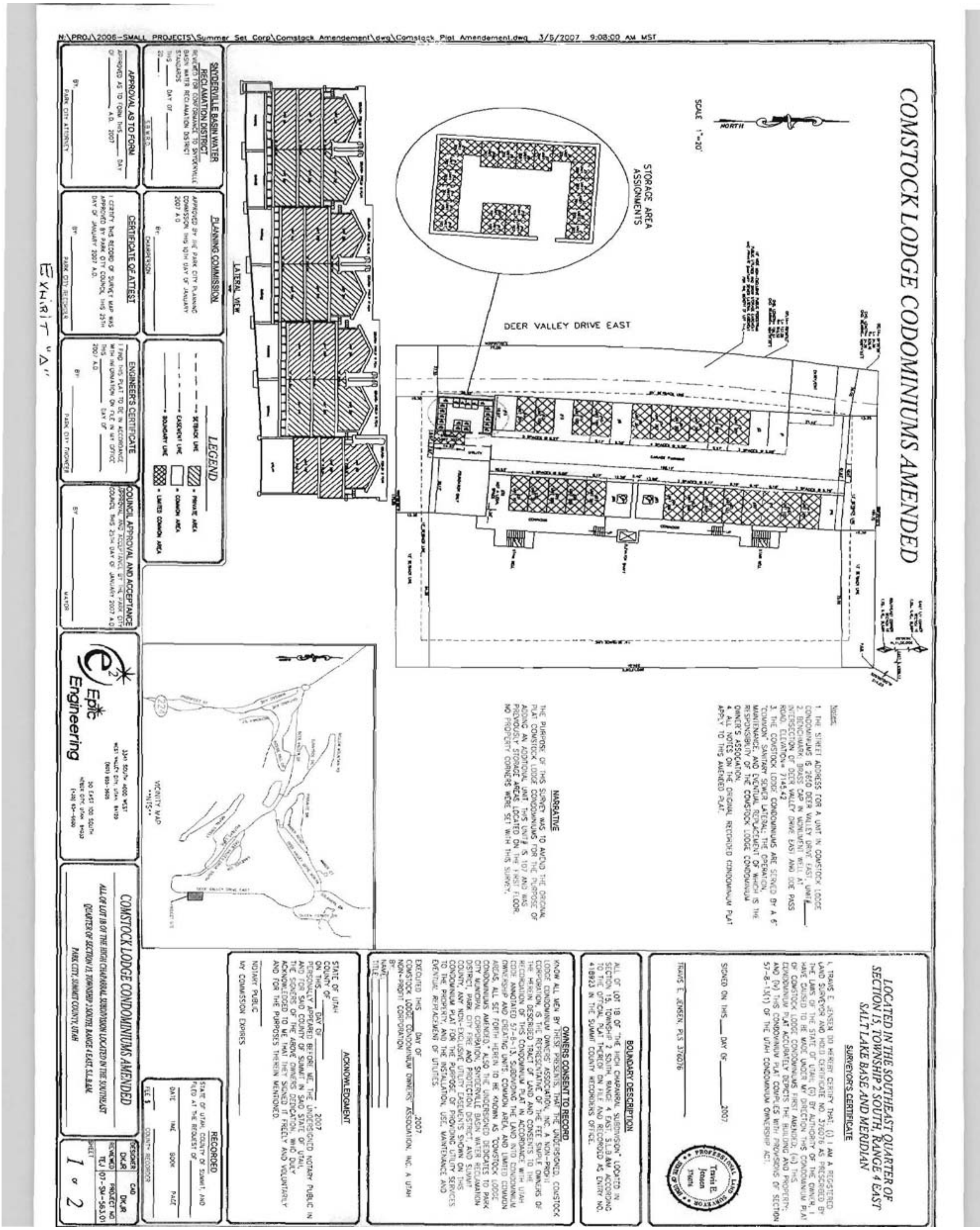
1) There is good cause for this Amendment to the Record of Survey.
2) The Amendment is consistent with the Park City Land Management Code, the 9th Amended Deer Valley Master Plan, and applicable State law regarding condominiums.
3) Neither the public nor any person will be materially injured by the proposed Amendment to the Record of Survey.
4) Approval of the Amendment to the Record of Survey, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1) The City Attorney and City Engineer will review and approve the final form and content of the Amendment to the Record of Survey for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation.
2) The Applicant will record the Amendment to the Record of Survey and the Third Amendment to Declaration of Condominium of the Comstock Lodge Condominiums at the County within one year from the date of City Council approval.
3) If recordation has not occurred within one year's time, this approval will be void.

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

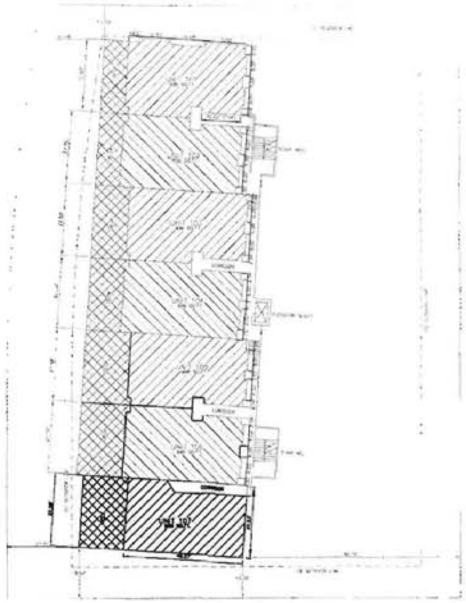
Exhibit "A" Comstock Lodge Condominiums Amended Record of Survey-Two Pages



NOTES: THE SQUARE FOOTAGES LISTED EQUAL LIVING SPACE EXCLUSIVE OF APPLIANCES, MECHANICAL ROOMS AND FACILITIES, INTERIOR WALLS, AND EXTERIOR WALLS.

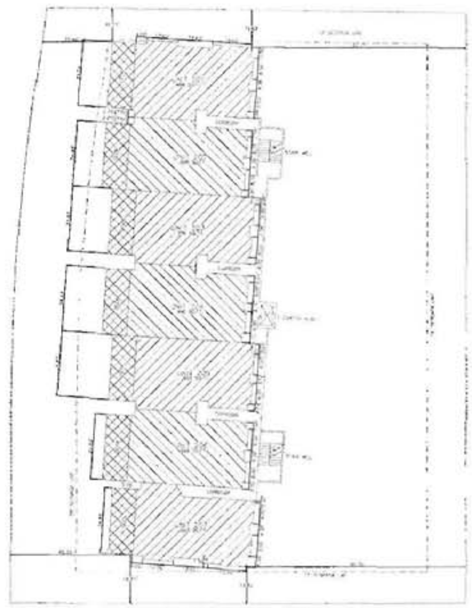
SEE SHEET #1 PARKING LEVEL DRAWING FOR BOUNDARY INFORMATION.

SCALE 1"=20'

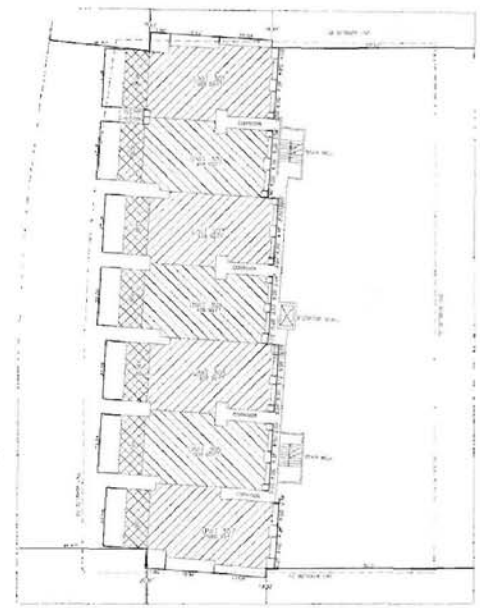


FIRST LEVEL FLOOR PLAN

NOTE: UNIT 107 IS THE AMENDED PORTION OF THIS PLAT.
UNIT 107 ALSO HAS RIGHTS TO PARKING STALL #15. (SEE SHEET 1)



SECOND LEVEL FLOOR PLAN



THIRD LEVEL FLOOR PLAN

LEGEND

- SETBACK LINE
- EASEMENT LINE
- BOUNDARY LINE
- = PRIVATE AREA
- = COMMON AREA
- = LIMITED COMMON AREA

Epic Engineering

3341 SOUTH 4000 WEST
WEST VALLEY CITY, UTAH 84120
(801) 955-5605

50 EAST 100 SOUTH
HEBER CITY, UTAH 84032
(435) 654-6600

BAR SCALE MEASURES 1" ON A FULL SIZE SHEET. ADJUST ACCORDINGLY FOR A HALF SIZE SHEET.

COMSTOCK LODGE CONDOMINIUMS AMENDED

ALL OF LOT 18 OF THE HIGH CHAPARRAL SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, S.L.B.&M.
PARK CITY, SUMMIT COUNTY, UTAH

DESIGNER	CAD
DKJR	DKJR
REVIEWED	PROJECT NO
TEJ	07-SM-563.01
SHEET	
2 of 2	

N:\PROJ\2006-SMALL PROJECTS\Summer Set Corp\Comstock Amendement\dwg\Comstock Plat Amendement.dwg 3/8/2007 9:08:00 AM MST

Attachment 2 --Third Amendment to Declaration of Condominium of the Comstock Lodge Condominiums

WHEN RECORDED PLEASE MAIL TO:

Scott M. Petersen
Fabian & Clendenin, a Professional Corporation
12th Floor, 215 South State Street, P.O. Box 510210
Salt Lake City, Utah 84111-2309

THIRD AMENDMENT

TO

DECLARATION OF CONDOMINIUM

OF THE

COMSTOCK LODGE CONDOMINIUMS

This Third Amendment to Declaration of Condominium of the Comstock Lodge Condominiums ("Third Amendment") is executed pursuant to the provisions of the Declaration of Condominium of the Comstock Lodge Condominiums, as amended, as described in Recital "A" below, by COMSTOCK LODGE CONDOMINIUM OWNERS' ASSOCIATION, INC., a Utah non-profit corporation ("Association").

RECITALS

A. Comstock Lodge is a residential condominium project (the "Project") created pursuant to the terms and condition of that certain Declaration of Condominium of the Comstock Lodge Condominiums recorded in the official records of the Summit County, Utah Recorder (the "Recorder") on December 21, 1994, as Entry No. 00421389, in Book 00857, Page 00774 (the "Original Declaration"), as amended by that certain First Amendment to Declaration of Condominium of the Comstock Lodge Condominiums recorded in the official records of the Recorder on March 29, 1999, as Entry No. 00534106, in Book 01242, Page 00192 (the "First Amendment"), as further amended by that certain Second Amendment to Declaration of Condominium of the Comstock Lodge Condominiums recorded in the official records of the Recorder on May 3, 2007, as Entry No. 811890, in Book 1863, Page 300 (the "Second Amendment," and together with the Original Declaration and the First Amendment, the "Declaration").

B. The Project is situated on certain real property in Summit County, Utah, and more particularly described as follows:

> Units 101-307, inclusive, Comstock Lodge Condominiums, a Utah condominium project, together with the appurtenant undivided interest in the Common Areas and Facilities of said Condominiums, as identified, established and provided for in the Record of Survey Map filed of record December 21, 1994 as Entry No. 421388, as amended, and the Declaration of Condominium filed of record as Entry No. 00421389, in Book 00857, Page 00774, as amended.
> Parcel ID Nos.: CLC - 101 to 106; CLC - 201 to 207; CLC - 301 to 307

C. Due to a dispute with the Owner of Unit 307 of the Project, Association entered into that certain Settlement Agreement and Release with such Owner dated April 12, 2007 (the "Settlement Agreement"), which agreement provides, among other things, that the parties to such agreement use their reasonable best efforts to convert Limited Common Areas labeled as Storage 107C Unit 307, Storage 107B Unit 307 and Storage 107 A Unit 307 into a new, separate and independent condominium unit within the Project to be owned by the Owner of Unit 307 (the "New Unit"), and that such Owner pay Association amounts to compensate Association for the concession.

D. Section 4.5 of the Declaration provides that the undivided interest appurtenant to each Unit as shown in said Exhibit "A" of the Declaration shall have a permanent character and shall not be altered except with the consent of two-thirds of the Total Votes of Association expressed in an amendment to this Declaration duly recorded.

E. Section 7.3 of the Declaration provides that the number of votes appurtenant to each respective Condominium Unit shall have a permanent character and shall not be altered without the consent of two-thirds of the Total Votes of Association expressed in an amendment to the Declaration duly recorded.

F. Pursuant to Sections 4.5 and 7.3 of the Declaration, Association has obtained the affirmative vote of at least two-thirds of the Total Votes of Association to the creation of the New Unit by amendments to the Declaration and Map. Such affirmative vote of the Owners in favor of adopting the provisions of this Third Amendment and amending the Map to create the New Unit was cast in person or by proxy at an Annual Meeting of Owners ("Annual Meeting") at which a quorum was present and duly called for such purpose in accordance with the Condominium Act, the Utah Revised Nonprofit Act and the Bylaws. The Annual Meeting was held on Saturday, April 21, 2007, at 1:30 p.m. (local time), at the Comstock Lodge #201 located at 2650 E. Deer Valley Dr., Deer Valley, Utah.

G. Pursuant to Sections 8.8 of the Declaration, Association is authorized to make, execute, sign, acknowledge and file with respect to the Project such amendments to the Declaration as may be required by law or by vote taken pursuant to the provisions of the Declaration.

H. Accordingly, pursuant to Section 8.8 of the Declaration, Association hereby executes this Third Amendment for the purposes set forth and described in this Third Amendment.

NOW, THEREFORE, Association hereby amends the Declaration as follows:

1. Defined Terms and Status of Recitals. Capitalized terms used and not otherwise defined in this Third Amendment shall have the meaning or meanings given to them in the Declaration. The Recitals set forth above shall constitute a portion of the terms of this Third Amendment.

2. Creation of New Unit. The Declaration and the Map are hereby amended to increase the number of Units at the Project from twenty to twenty-one and to convert the existing Limited Common Areas labeled as Storage 107C Unit 307, Storage 107B Unit 307 and Storage 107 A Unit 307 to the New Unit labeled Unit 107, with Unit 107 Deck appurtenant to such New Unit. Such New Unit shall be subject to the terms of the governing documents of the Project and the terms of the Settlement Agreement. Attached hereto as Exhibit "A" is a revised Exhibit "A" to the Declaration which shall, for all purposes, replace the Exhibit "A" originally attached to the Declaration and amended. Attached hereto as Exhibit "B" is a copy of the Comstock Lodge Condominiums Amended Plat ("the "Amended Plat"), which shall be deemed to modify, and be a part of, the Map for all purposes.

3. Undivided Interest Appurtenant to Each Unit. The undivided interest appurtenant to each Unit is hereby amended from 1/20 to 1/21, as reflected in the attached Exhibit "A."

4. Parking Reconfiguration. The Amended Plat reflects a reconfiguration of the underground parking lot. The parking spaces have therefore been renumbered and reassigned as stated in the stated in the Amended Plat.

5. Assignment of Limited Common Area. The Amended Plat reflects that from and after the date hereof, parking space #31 shall be for the exclusive use and benefit of Unit 107, the Owner thereof, its successors, assigns and transferees.

6. Declaration Remains in Effect. This Third Amendment shall be considered supplemental to the Declaration. Except as expressly amended by the foregoing, the Declaration shall remain in full force and effect and shall not be cancelled, suspended or otherwise abrogated by the recording of this Third Amendment.

7. Authority. Association hereby certifies that Association may execute this Declaration without the signature of any other party as provided in Section 8.8 of the Declaration.

8. Counterparts. This Third Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[The remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, this Third Amendment is hereby executed this _____ day of ______________, 2007.

ASSOCIATION:

COMSTOCK LODGE CONDOMINIUM
OWNERS' ASSOCIATION, INC.
a Utah non-profit corporation

By : ___________________________________
Name: ______________________________
Title: _______________________________

STATE OF UTAH)
) ss.
COUNTY OF ____________)

The foregoing instrument was acknowledged before me this _____ day of ______________, 2007, by _____________________________, the __________________________ of Comstock Lodge Condominium Owners' Association, Inc., a Utah non-profit corporation.

____
Notary Public
Residing at ______________ County, Utah

My Commission Expires:

____

<u>CERTIFICATION OF REQUIRED CONSENT</u>

The undersigned, being the Secretary of the Comstock Lodge Condominium Owners' Association, Inc., hereby certifies that the above amendment to the Declaration has been approved by the appropriate vote of the Owners, and that such vote was obtained in accordance with Bylaws and the Declaration.

Executed this ___________ day of ____________________, 2007.

____
______________________________, Secretary

Exhibit "A"

(Attached to and forming a part of the Declaration of Condominium of Comstock Lodge Condominium Project, a Utah Condominium Project.)

UNITS, UNDIVIDED OWNERSHIP INTERESTS AND VOTES

UNIT	UNDIVIDED OWNERSHIP INTERESTS (FRACTION)	VOTES	APPURTENANT LIMITED COMMON AREAS Parking Space	Storage Area
101	1/21	1	17	20
102	1/21	1	18	17
103	1/21	1	21	18
104	1/21	1	10	19
105	1/21	1	11	16
106	1/21	1	13	15
107	1/21	1	31	None
201	1/21	1	3	3
202	1/21	1	4	2
203	1/21	1	22	1
204	1/21	1	14	7
205	1/21	1	28	8
206	1/21	1	29	9
207	1/21	1	27	4
301	1/21	1	5	11
302	1/21	1	6	12
303	1/21	1	7	13
304	1/21	1	8	14
305	1/21	1	24	6
306	1/21	1	23	5
307	1/21	1	30	10, Storage Unit 307

RESORTS WEST
PARK CITY, UTAH

August 9, 2007

Sharon Moyes-Atkinson
Park City Municipal Corporation

Dear Ms. Moyes-Atkinson,

I have been asked by Tom Bennett of the Ballard Spahr law firm to write to you regarding our experience as property managers with the Comstock Lodge parking.

We are a full service property management company serving the Park City area and we manage seven of the condo units within the Comstock Lodge. As we have serviced these properties over the last several years we are required to frequent the lodge on a daily basis during the winter months and several times a week during the summer months. We have found that the parking within the garage never reaches capacity. Even in the heavy booking times like Christmas or President's weekend, we see the garage filling up to only about 2/3 it's parking limit. Many of the guests that stay in the lodge take advantage of the city shuttle as well as our complimentary shuttle service and therefore do not need to have their own vehicle.

I hope this information is helpful. Please do not hesitate to contact me if you have any questions at all.

Sincerely,

James Ballstaedt

James Ballstaedt
President/COO Resorts West

4343 North Hwy. 224, Suite 203
Park City, UT 84098

resortswest.com
email. info@resortswest.com

800 541 WEST (9378)
435 655.7006 fax 435.655.7097

August 2, 2007

Sharon Mayes-Atkinson
Park City Municipal Corporation
445 Marsac Ave
P.O. Box 1480
Park City, Utah 84060

Re: Parking Spaces at Comstock Lodge Condominiums

Dear Ms. Atkinson:

As you know, Comstock Lodge Condominium Owners' Association, Inc. (the "Association") has recently submitted a proposed amended and restated condominium plat for the Comstock Lodge Condominiums in Park City (the "Lodge"). This amendment would add another unit, making the total number of units twenty-one. With the addition of the unit, the parking space requirement is increased accordingly under the Park City Code. This purpose of this letter is to request that the Park City Planning Commission consider the parking requirement for the Lodge at the next meeting, scheduled for August 22, 2007.

The Park City Code has different parking requirements for projects used as multi-unit dwellings and projects used for nightly rentals. Under the multi-unit dwelling requirements, our calculations show that the Lodge, with the proposed new unit, would be required to have 31.5 parking spaces. This is based on twenty units between 650 and 1,000 square feet, and one unit over 1,000 square feet. However, under the nightly rental use, only twenty-three parking spaces would be required. All units at the Lodge have two bedrooms, which is the basis for the calculation of the parking space requirements for nightly rentals. The first six bedrooms would require five spaces and the remaining thirty-six bedrooms would require eighteen spaces, for a total of twenty-three.

The Lodge is used almost entirely as nightly rentals. According to Delia McCormack, the former president of the Association, all but one unit has been submitted to a rental program. The remaining unit is used as a vacation home and not a primary residence. Because of the use of the project, we believe that the existing parking is sufficient for the needs of the units. As nearly all of the units are in a rental program, the parking needs at the Lodge are consistent with the requirements for a nightly rental project. With the existing thirty parking spaces, the Lodge exceeds the requirement under the Park City Code for nightly rental projects.

We would appreciate the opportunity to discuss this issue at the August 22, 2007 Planning Commission meeting.

Very truly yours,

Harrison H[illegible]

cc: Thomas G. Bennett
Cristina Coronado

City Council Staff Report

PARK CITY 1884 PLANNING DEPARTMENT

Author:	**Katie Cattan**
Subject:	**Agio 260 Condominium Plat**
Date:	**October 4, 2007**
Type of Item:	**Administrative – Condominium Conversion**

Summary Recommendations
Staff recommends that the City Council hold a public hearing and consider approving the Agio 260 Condominium Plat based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Topic

Applicant	260 Main Streets, LLC. c/o Architect - Chris Moore
Location	260 Main Street
Zoning	Historic Commercial Business (HCB)
Adjacent Land Uses	Commercial/Residential

Background
On July 20, 2007, the City received a completed application for a condominium conversion for the multi-use building at 260 Main Street. The multi-use building consists of a commercial area on the main floor and two residential units on the second and third floor. The basement contains two parking spaces for each of the residential units and the necessary mechanical equipment for the building. The commercial area is described on the condominium plat at convertible space. The type of commercial use has not been decided by the owner. The convertible space must comply with the requirements of the Land Management Code for allowed use in the HCB zone.

Previous applications received by the applicant in reference to this location have been a plat amendment application and a Historic District Design Review application. The plat amendment was approved by City Council and has been recorded with the county. The Planning Department has approved the Historic District Design Review and made findings that the design complies with the Historic District Design guidelines.

The City has also received an application for a Conditional Use Permit for converting the 2 residential units into fractional ownership units. This application will be processed in unison with the Conditional Use Permit application. Each application has separate findings of facts, conclusions of law, and conditions of approval and will be decided upon separately.

The Planning Commission heard this application at its regular meeting on September 12, 2007, and forwarded a unanimous positive recommendation. There was no public input.

Analysis

The mixed-use building will be constructed at 260 Main Street. The lot has a width of 33', a depth of approximately 115.26', and an area of 3514 square feet. The building is located in the Historic Commercial Business (HCB) district. The multi-use building complies with the requirements of the HCB District as summarized below:

	CODE REQUIREMENT	PROPOSED
LOT SIZE	1250 sq. ft. Minimum	3514 sq. ft.
FRONT, REAR AND SIDEYARD	N/A	N/A
SIDEWALK PROVISIONS	Minimum 9'	Existing width of sidewalk along Main will be maintained and the applicant has dedicated right-or-way to City off of Swede Alley.
FLOOR AREA RATIO	FAR of 4 or 14,928 sq.ft.	9570 sq. ft.
MAXIMUM BUILDING VOLUME AND HEIGHT	30' off Main and Swede 45' above natural grade from 45 degree angle connection 5' exception for pitched roof.	Meets code with 5' exception for pitched roof and mechanical equipment (elevator).
PARKING - RESIDENTIAL	4 enclosed spaces	4 enclosed spaces

The proposed condominium conversion complies with the requirements of the HCB for parking. Two parking spaces are required for each residential unit. A total of four spaces are provided in the basement of the building. The parking requirement for the commercial use has also been fulfilled. The property was paid in full to the Main Street Parking Special Improvement District prior to Jan 1, 1984 allowing an exemption for 1.5 of the Floor Area Ratio parking obligation.

Staff finds good cause for this condominium conversion as the units comply with the regulations of the Land Management code and can be sold separately.

Department Review

This project was introduced at a Development Review meeting on August 7, 2007. Representatives from the City's Building, Engineering and Planning Departments, and the City's Attorney Office were in attendance. No major issues were raised during this meeting.

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record.

Public Input
At the time of writing this report, one member of the public has contacted the Planning Department by phone and in writing (Exhibit B). Concern for public parking in Swede Alley and the future impacts of the use of the commercial area of the building were discussed. At this time, the applicant has not determined what the commercial area of the building will be used for. Any proposed use must comply with the Land Management Code.

Alternatives

1. The City Council may approve the Agio 260 condominium record of survey plat as conditioned or amended; or
2. The City Council may deny the Agio 260 condominium record of survey plat and direct staff to make Findings for this decision; or
3. The City Council may continue the discussion of the Agio 260 condominium record of survey plat.

Significant Impacts
There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation
The Units could not be separately sold.

Recommendation
Staff recommends the City Council hold a public hearing and approve the Agio 260 condominium record of survey plat based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits
Exhibit A - Ordinance
    Attachment 1 – Record of Survey plat
Exhibit B – Letter of Concern

Ordinance No. 07-

AN ORDINANCE APPROVING THE AGIO 260 CONDOMINIUM PLAT LOCATED AT 260 MAIN STREET, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 260 Main Street have petitioned the City Council for approval of the Agio 260 condominium record of survey plat; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on September 12, 2007, to receive input on the Agio 260 condominiums record of survey plat;

WHEREAS, the Planning Commission, on September 12, 2007, forwarded a positive recommendation to the City Council; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the Agio 260 condominiums record of survey plat.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Agio 260 condominium record of survey plat as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:
1. The property is located at 260 Main Street, Park City, Utah.
2. 260 Main Street is one lot of record located within portions of Lots 14 and 15 in Block 21 and portions of Lots 14 and 15 in Block 70 of the Park City Survey recorded as the 260 Main Street Subdivision.
3. 260 Main Street is located in the Historic Commercial Business (HCB) district.
4. The lot is 3514 square feet in size.
5. The 3 condominium units vary in size and use. One unit will be utilized as commercial space off of Main Street. Two units are designated as residential units on the second and third floor.
6. Two parking spaces are required for each residential unit. A total of four spaces are provided in the basement of the building.
7. Parking requirements for the Commercial Use has been fulfilled. The property was paid in full to the Main Street Parking Special Improvement District prior to Jan 1, 1984.

8. The new mixed-use building located at 260 Main Street complies with all requirements of the HCB district within the Land Management Code.
9. The findings within the Analysis section are incorporated within.

<u>Conclusions of Law:</u>

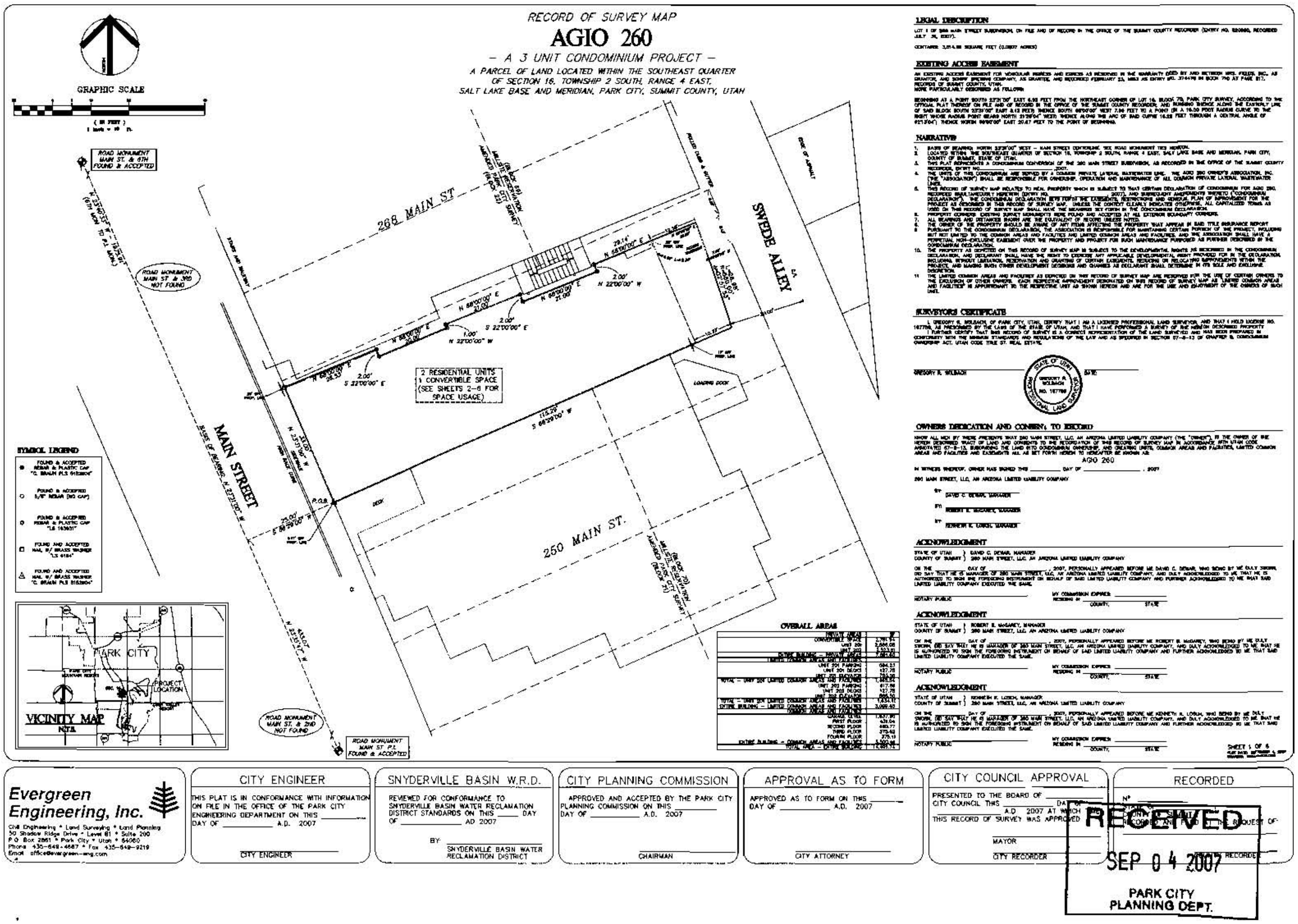
1. There is good cause for this condominium record of survey.
2. The record of survey is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed record of survey.
4. Approval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

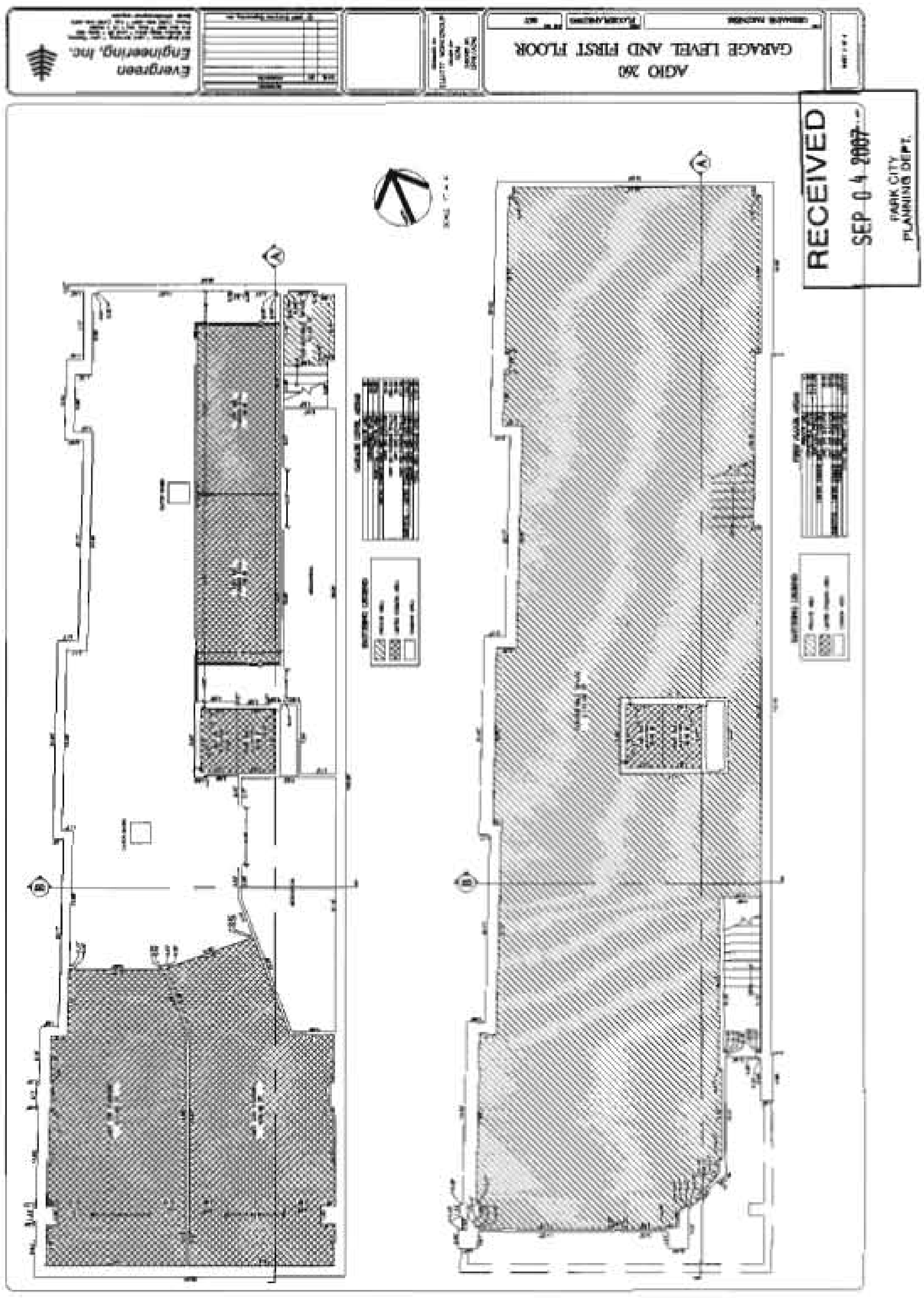
<u>Conditions of Approval:</u>

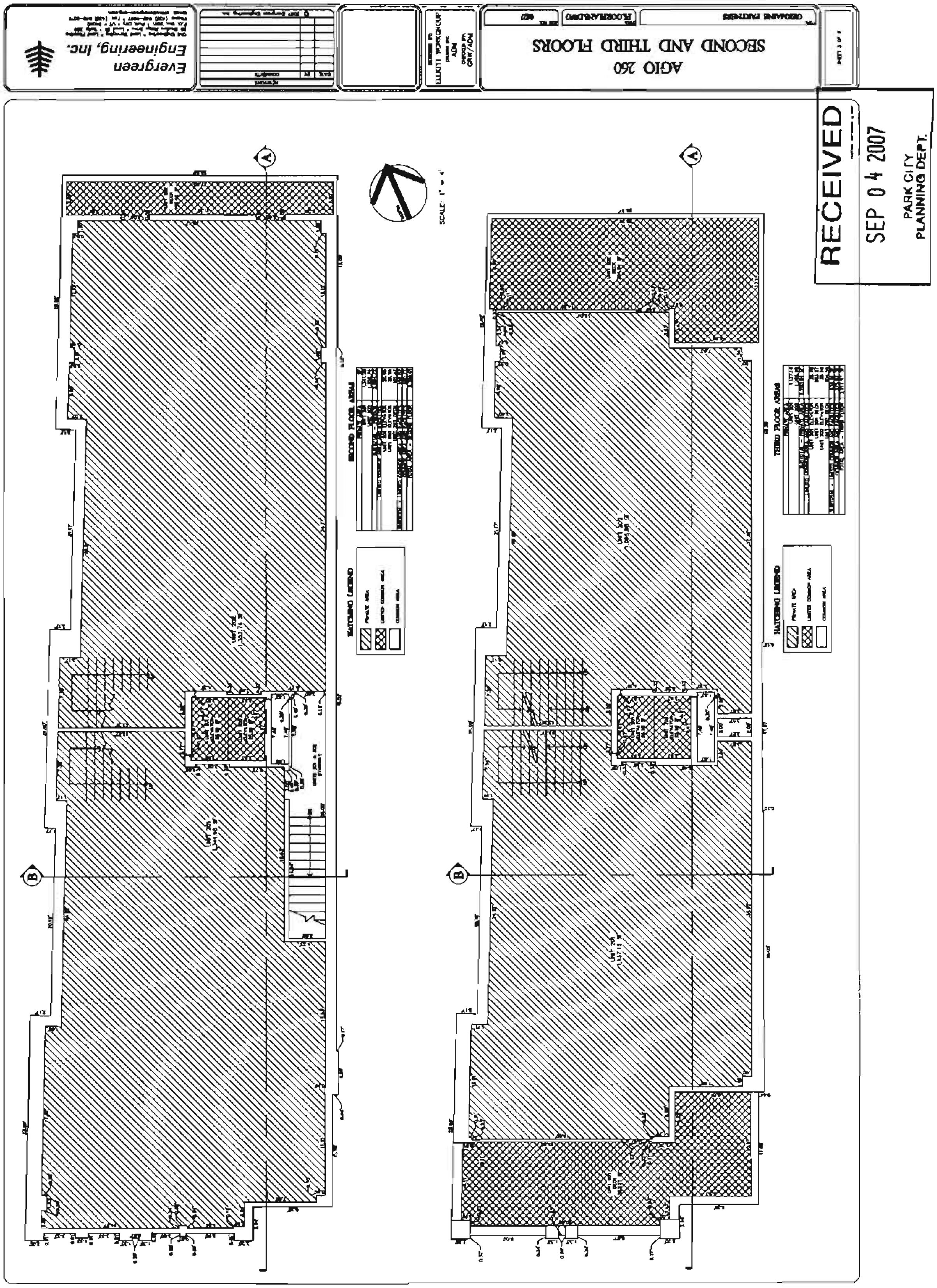
1. The City Attorney and City Engineer will review and approve the final form and content of the record of survey and CCRs for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the condominium plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void.
3. All conditions of approval of the 260 Main Street Subdivision shall continue to apply.
4. The proposed convertible space within the building must comply with the allowed use requirements of the Land Management Code.
5. The four parking spaces in the basement shall be allocated and restricted to the residential units.

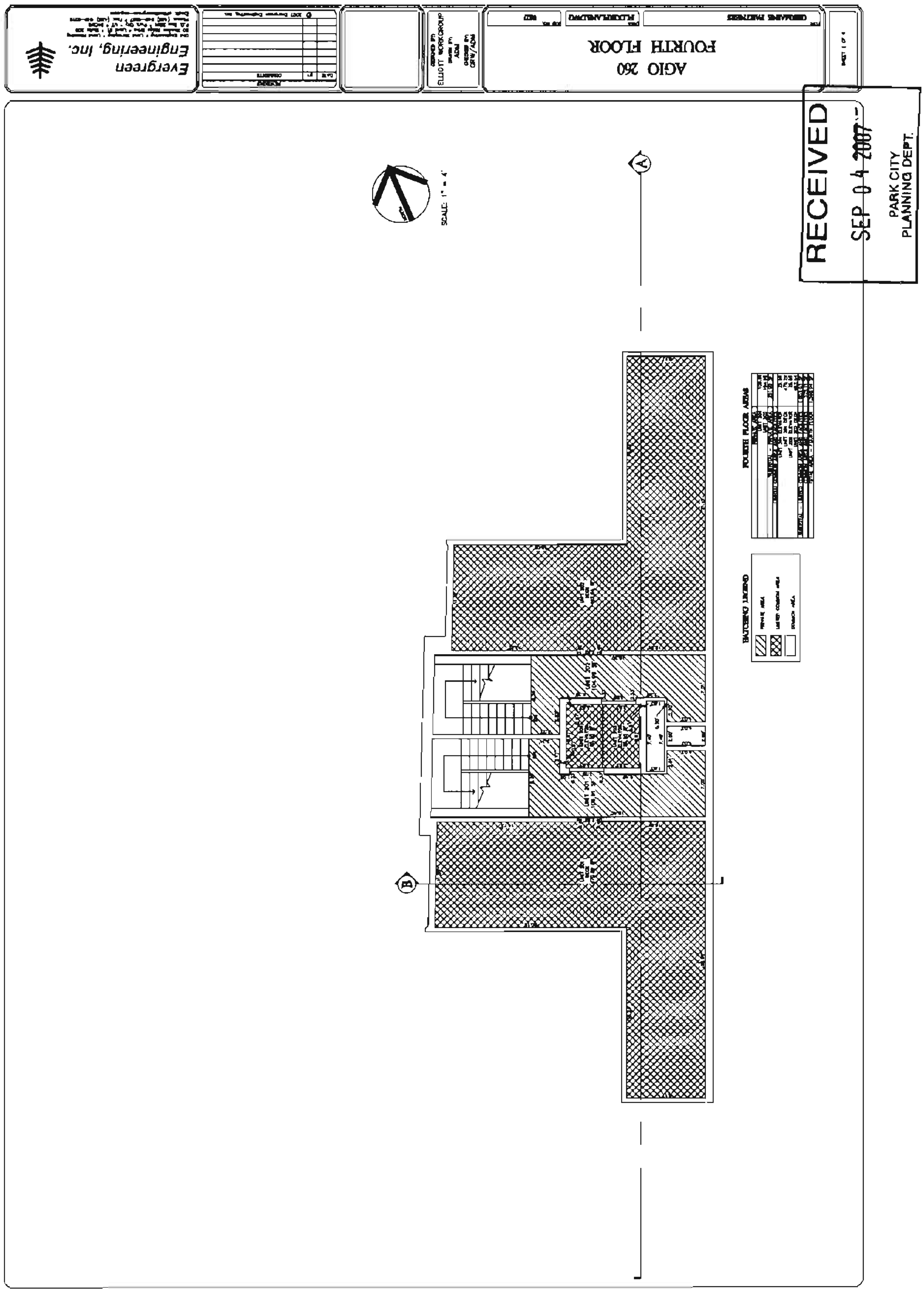
<u>SECTION 2. EFFECTIVE DATE.</u> This Ordinance shall take effect upon publication.

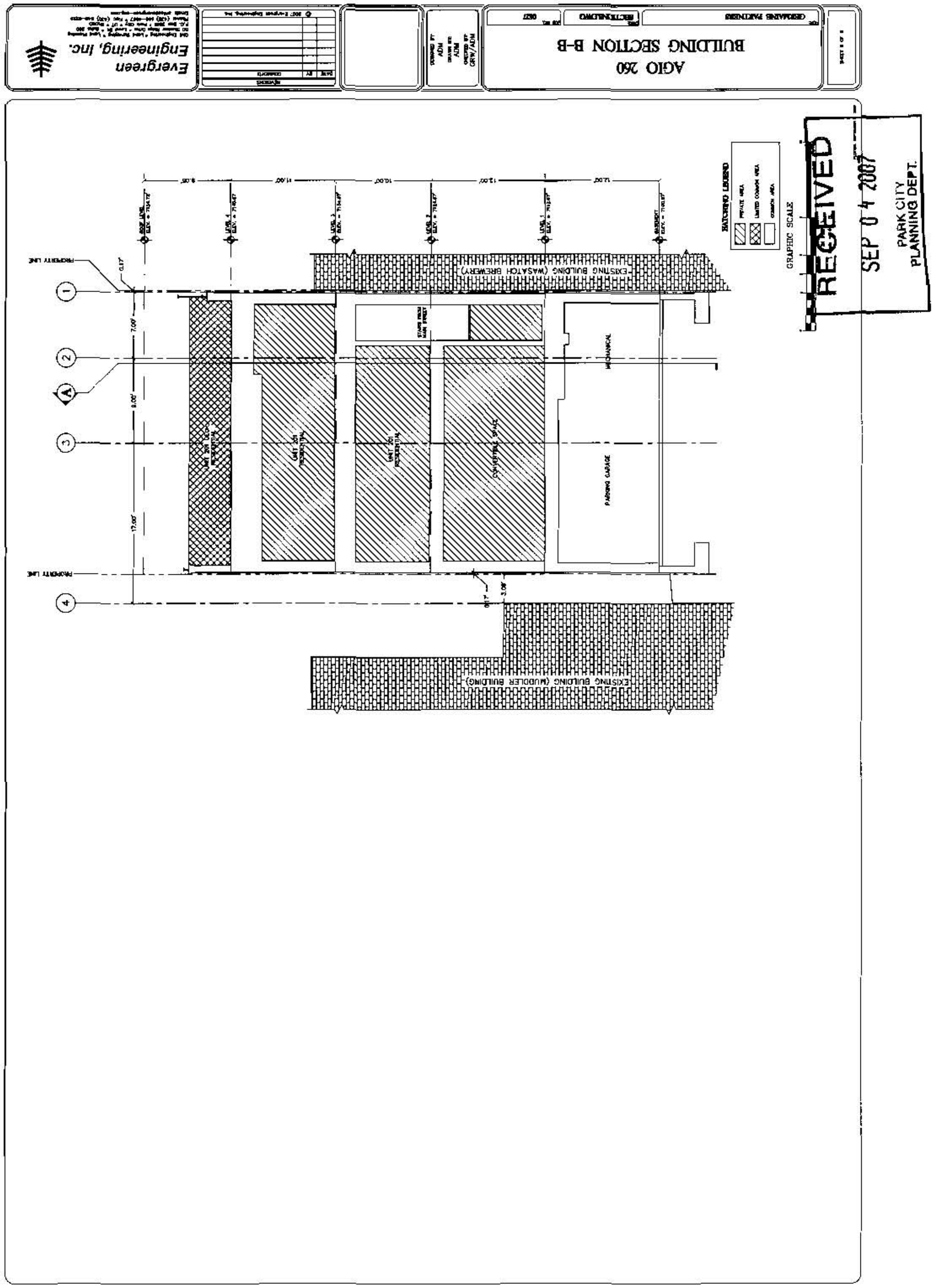
PASSED AND ADOPTED this 4th day of October, 2007.


RECORD OF SURVEY MAP
AGIO 260
– A 3 UNIT CONDOMINIUM PROJECT –
A PARCEL OF LAND LOCATED WITHIN THE SOUTHEAST QUARTER
OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH
GRAPHIC SCALE
268 MAIN ST
250 MAIN ST.
MAIN STREET
SWEDE ALLEY
2 RESIDENTIAL UNITS
1 CONVERTIBLE SPACE
(SEE SHEETS 2–6 FOR SPACE USAGE)
ROAD MONUMENT MAIN ST. & 6TH FOUND & ACCEPTED
ROAD MONUMENT MAIN ST & 3RD NOT FOUND
ROAD MONUMENT MAIN ST. & 2ND NOT FOUND
ROAD MONUMENT MAIN ST P.I. FOUND & ACCEPTED
SYMBOL LEGEND
VICINITY MAP
N.T.S.
PARK CITY
PROJECT LOCATION
OVERALL AREAS
LEGAL DESCRIPTION
EXISTING ACCESS EASEMENT
NARRATIVE
SURVEYORS CERTIFICATE
OWNERS DEDICATION AND CONSENT TO RECORD
AGIO 260
ACKNOWLEDGMENT
ACKNOWLEDGMENT
ACKNOWLEDGMENT
Evergreen Engineering, Inc.
Civil Engineering * Land Surveying * Land Planning
30 Shadow Ridge Drive * Level 61 * Suite 200
P.O. Box 2861 * Park City * Utah * 84060
Phone 435-649-4667 * Fax 435-649-9219
Email office@evergreen-eng.com
CITY ENGINEER
THIS PLAT IS IN CONFORMANCE WITH INFORMATION ON FILE IN THE OFFICE OF THE PARK CITY ENGINEERING DEPARTMENT ON THIS ______ DAY OF ______ A.D. 2007
CITY ENGINEER
SNYDERVILLE BASIN W.R.D.
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ______ DAY OF ______ AD 2007
BY
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
CITY PLANNING COMMISSION
APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS ______ DAY OF ______ A.D. 2007
CHAIRMAN
APPROVAL AS TO FORM
APPROVED AS TO FORM ON THIS ______ DAY OF ______ A.D. 2007
CITY ATTORNEY
CITY COUNCIL APPROVAL
PRESENTED TO THE BOARD OF CITY COUNCIL THIS ______ A.D. 2007 AT WHICH THIS RECORD OF SURVEY WAS APPROVED
MAYOR
CITY RECORDER
RECORDED
RECEIVED
SEP 04 2007
PARK CITY PLANNING DEPT.


AGIO 360
GARAGE LEVEL AND FIRST FLOOR
Evergreen Engineering, Inc.
RECEIVED
SEP 0 4 2007
PARK CITY PLANNING DEPT.


AGIO 260
SECOND AND THIRD FLOORS
Evergreen Engineering, Inc.
RECEIVED
SEP 0 4 2007
PARK CITY PLANNING DEPT.


AGIO 260
FOURTH FLOOR
Evergreen
Engineering, Inc.
ELLIOTT WORKGROUP
RECEIVED
SEP 0 4 2007
PARK CITY
PLANNING DEPT.



Evergreen Engineering, Inc.
AGIO 260
BUILDING SECTION B-B
RECEIVED
SEP 0 4 2007
PARK CITY PLANNING DEPT.
HATCHING LEGEND
GRAPHIC SCALE
EXISTING BUILDING (WASATCH BREWERY)
EXISTING BUILDING (MUDDLER BUILDING)
MECHANICAL
PARKING GARAGE

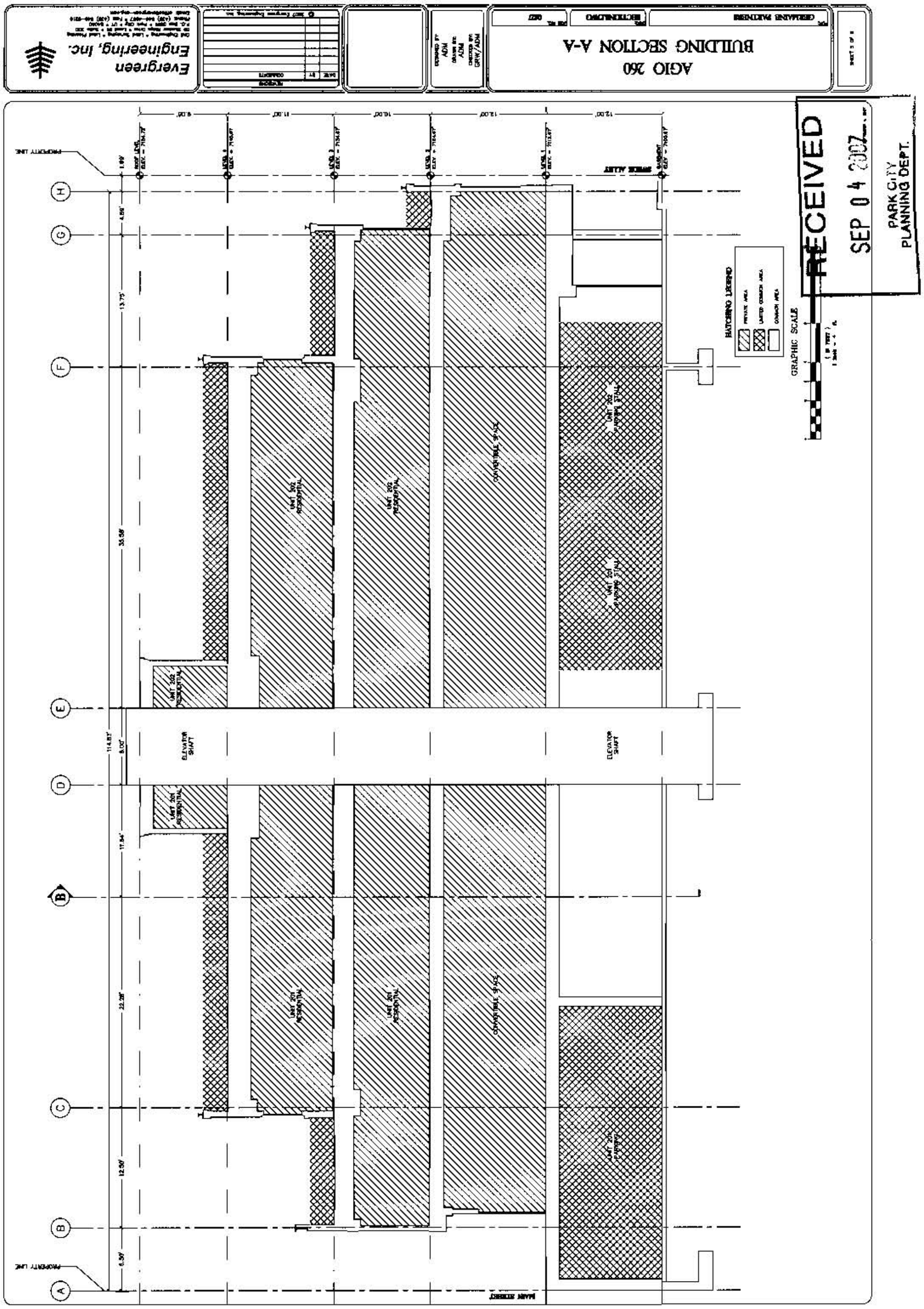

Evergreen
Engineering, Inc.
AGIO 260
BUILDING SECTION A-A
RECEIVED
SEP 04 2007
PARK CITY
PLANNING DEPT.
ELEVATOR SHAFT
GRAPHIC SCALE
HATCHING LEGEND

Exhibit B

Richard B. Frandsen

Attorney At Law
A Professional Corporation
Brighton Plaza, Suite 204
7109 South Highland Drive
Salt Lake City, Utah 84121-7300

Telephone (801) 944-5677
Fax (801) 944-5550

September 4, 2007 ***VIA FAX (435) 615-4906***

Katie Cattan
City Planning
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060-1480

Re: Development of 260 Main Street

Dear Ms. Cattan:

Thank you for speaking with me this morning. I (or more accurately Sursock Properties LLC) own the house at 250 Grant (Swede Alley) which is located behind the affected lot at 260 Main. Frankly, I am happy to see the lot at 260 Main being developed. But based on experience I have the following concerns:

1. Parking on upper Swede Alley is a growing nightmare. Since the gravel parking area is no longer available with the construction of two large homes, I regularly have people park on my property including in front of my garage. At times the entire Grant Street is blocked by one car parked in front of my house. And with special downtown events the parking is more flagrant and the drivers more aggressive in their reactions to requests to move. I understand that the two condo units will have underground parking with four slots. But there is no allotment for patrons of the ground floor business. I am hopeful that the parking issue is studied and considered throughout the approval process.

2. Owners on Swede Alley realize that the blessing of Old Town living is tempered by delivery trucks making early morning drops. But increasingly, late night and early mornings are peppered with yelling, singing, fights, public urination, and bottles breaking. Patrons are regularly exiting from the rear of clubs and bars onto Swede. From the top of Main to the China Bridge facility the street is made up of families. My concern is whether the 260 Main business type or its condos will create further noise and irritation for the residents of Swede Alley. There is a big difference between a clothing store and a late night club or bar.

Thank you for taking these concerns into consideration and forwarding them to the Planning Commission and any other department you feel might have an interest.

Very truly yours,

Richard B. Frandsen

RBF/cl

City Council Staff Report

Author: Katie Cattan
Subject: 944 Lowell Subdivision Plat Amendment
Date: October 4, 2007
Type of Item: Administrative- Plat Amendment

PARK CITY 1884

PLANNING DEPARTMENT

Summary Recommendations

Staff recommends that the City Council conduct a public hearing and consider approving the 944 Lowell Subdivision plat amendment based on the findings of fact, conclusions of law and conditions of approval outlined in the attached ordinance.

Topic

Applicant:	Charles David
Location:	944 Lowell Avenue
Zoning:	Historic Residential (HR-1) District
Adjacent Land Use:	Residential
Reason for Review:	Plat amendments require Planning Commission review and City Council approval

Background

The applicant is the owner of Lots 23 and 24 of Block 29, of Snyder's Addition to the Park City Survey. On August 3**,** 2007, the City received a completed application to combine these properties into one lot of record. Lot 23 is a typical old town lot with dimensions of 25' x 75' and is 1875 square feet in area. Lot 24 is also a typical old town lot minus a 225 square foot triangular corner in the southwest corner. By combining the two lots, the new area of the proposed single lot would be 3630 square feet.

There is no existing home located on the property. The applicant is proposing to build a new single family home on the combined lots. The Planning Department has received an application for a steep slope conditional use permit (CUP) and an application for a Historic District Design Review. In addition to the two applications, the plans will be checked for compliance with all applicable regulations of the Land Management Code.

The Planning Commission heard this application at its regular meeting on September 12, 2007, and forwarded a unanimous positive recommendation. There was no public input.

Analysis

The purpose of the application is to combine the two properties into one lot of record. This plat amendment will create one lot of record of 3630 square feet. Future construction on the proposed lots must comply with the provisions of the Historic Residential (HR-1) Zoning District of the Land Management Code. The minimum lot area for a single family home is 1,875 square feet. For a single family home, each lot will be required to have 5’ side yard setbacks, 10’ front and rear setbacks, a maximum footprint of 1480 square feet, and a maximum height of 27’ above existing grade.

Planning Staff finds there is good cause for the application as the lot combination will comply with state law and create one lot of record. Staff finds that the plat will not cause undo harm on any adjacent property owners because the proposal meets the requirements of the Land Management Code and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements.

Department Review

The Planning Department has reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State Law prior to recording. The request was discussed at a Development Review Meeting on August 21, 2007, where representatives from local utilities and City Staff were in attendance. No further issues were brought up at that time.

Notice

Notice of this hearing was sent to property owners within 300'. Legal notice was also put in the Park Record.

Public Input

No comments have been received by staff at the date of this writing.

Alternatives

1. The City Council may approve the 944 Lowell Subdivision plat amendment as conditioned or amended; or
2. The City Council may deny the 944 Lowell Subdivision plat amendment and direct staff to make Findings for this decision; or
3. The City Council may continue the discussion on the 944 Lowell Subdivision plat amendment.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The applicant could submit a building plan for a single family home on lot 23. The adjacent lot 24 does not comply with the minimum square footage requirements for a single family home and could not be built upon separately without obtaining a variance from the Board of Adjustment.

Recommendation

Staff recommends that the City Council hold a public hearing for the 944 Lowell Subdivision plat amendment and consider approving the plat amendment based on the findings of fact, conclusions of law and conditions of approval outlined in the attached ordinance.

Exhibits

Exhibit A – Proposed Ordinance

Attachment 1 – Proposed Plat Amendment

Ordinance No. 07-

AN ORDINANCE APPROVING THE 944 LOWELL SUBDIVISION PLAT AMENDMENT AT 944 LOWELL AVENUE, PARK CITY, UTAH

WHEREAS, the owner of the property known as Lots 23 and 24 of Block 29 Snyder's Addition to Park City, has petitioned the City Council for approval of a plat amendment; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on September 12, 2007 to receive input on the 944 Lowell Subdivision plat amendment.

WHEREAS, the Planning Commission, on September 12, 2007, forwarded a positive recommendation to the City Council; and

WHEREAS, it is in the best interest of Park City Utah to approve the 944 Lowell Subdivision plat amendment.

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

SECTION 1. APPROVAL The above recitals are hereby incorporated as findings of fact. The 944 Lowell Subdivision plat amendment as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is Lots 23 and 24 of Block 29, of Snyder's Addition to the Park City Survey.
2. The zoning is Historic Residential (HR-1).
3. The property is located within the HR-1 zone. Therefore, any future applications must meet the criteria in the Historic District Design Guidelines, per LMC Section 15-2.16-7(B).
4. The Historic Residential zone is characterized by a mix of single family homes, multi-family homes, and smaller historic homes.
5. The amendment will combine two platted lots into one lot of record.
6. There is no existing home on the property.
7. Access to the property is from Lowell Avenue.
8. The proposed lot is 3,630 square feet in size.
9. The minimum lot size for a single family home in the HR-1 zone is 1,875 square

feet.

10. The maximum building footprint for the proposed lot is 1,480 square feet.
11. The maximum height limit in the HR-1 zone for a single family home is 27 feet above existing grade.
12. Setbacks for the lot are 5' on the sides, and 10' in the front and rear.
13. All other facts within the Analysis section of this report are incorporated within.

Conclusions of Law:

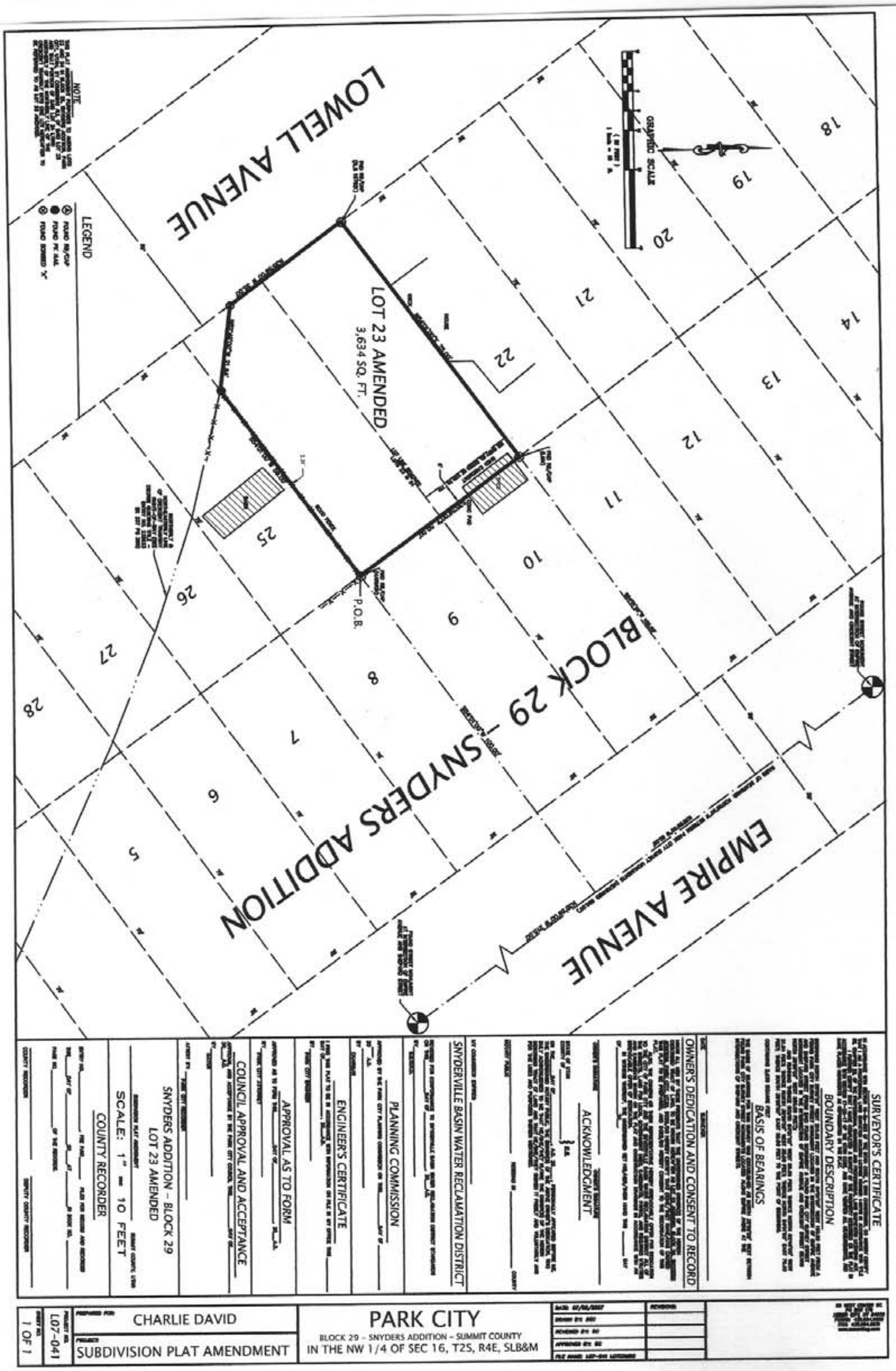
1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. As conditioned the plat amendment is consistent with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

Conditions of Approval:

1. The City Attorney and City Engineer review and approval of the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.
2. Prior to the receipt of a building permit for construction on this lot, the applicant shall submit an application for Historic Design Review for review and approval by the Planning Department for compliance with applicable Historic District Design Guidelines.
3. Prior to the receipt of a building permit for construction on this lot, the applicant must obtain approval by the Planning Commission for compliance with the Steep Slope CUP criteria.
4. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.

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

PASSED AND ADOPTED this 4th day of October 2007.


LOWELL AVENUE
EMPIRE AVENUE
BLOCK 29 - SNYDERS ADDITION
LOT 23 AMENDED
3,634 SQ. FT.
P.O.B.
LEGEND
NOTE
GRAPHIC SCALE
SURVEYOR'S CERTIFICATE
BOUNDARY DESCRIPTION
BASIS OF BEARINGS
OWNER'S DEDICATION AND CONSENT TO RECORD
ACKNOWLEDGMENT
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
PLANNING COMMISSION
ENGINEER'S CERTIFICATE
APPROVAL AS TO FORM
COUNCIL APPROVAL AND ACCEPTANCE
SNYDERS ADDITION - BLOCK 29
LOT 23 AMENDED
SCALE: 1" = 10 FEET
COUNTY RECORDER
CHARLIE DAVID
SUBDIVISION PLAT AMENDMENT
PARK CITY
BLOCK 29 - SNYDERS ADDITION - SUMMIT COUNTY
IN THE NW 1/4 OF SEC 16, T2S, R4E, SLB&M
L07-041
1 OF 1

City Council
Staff Report

PLANNING DEPARTMENT

Author: **Katie Cattan**
Subject: **953 Empire Avenue**
Date: **October 4, 2007**
Type of Item: **Administrative - Plat Amendment**

Summary Recommendations
Staff recommends that the City Council conduct a public hearing and approve the 953 Empire Avenue Plat based on the findings of fact, conclusions of law and conditions of approval outlined in the attached ordinance.

Topic

Applicant:	Terence Scheckter
Location:	953 Empire Avenue
Zoning:	Historic Residential (HR-1)
Adjacent Land Use:	Residential
Reason for Review:	Plat amendments require Planning Commission review and City Council approval

Background
The applicant is the owner of portions of Lots 14 and 15 of Block 29, of Snyder's Addition to the Park City Survey. On August 14, 2007, the City received a completed application to combine these properties into one lot of record. The portion of Lot 14 owned by the applicant is 25 feet wide and 51 feet long. A 5 foot portion along the side yard of Lot 14 is dedicated right-of-way. Lot 15 is "L" shaped with the front portion measuring 24' x 20' and the rear portion 25' x 51'. There is also a right-of-way crossing through Lot 15 that is 4' wide by 20' long. By combining the two lots, the new area of the proposed single lot would be 3030 square feet.

The applicant wishes to combine the lots into one lot of record to facilitate construction of a new home. The new home would otherwise be across a lot line and a building permit cannot be issued for construction across a lot line.

There is an existing A-frame single family home located at 953 Empire Avenue. The home is listed as "non-contributory" in the thematic district and was built in 1968. Demolition of the existing home is planned.

The applicant has submitted an application for a Historic District Design Review. The proposed new home was reviewed during the August 15, 2007 design review meeting. The applicant is in the process of making the requested changes to the design. Compliance with the Land Management Code and Historic District Design Guidelines is required prior to issuance of a building permit.

The Planning Commission heard this application at its regular meeting on September 12, 2007, and forwarded a unanimous positive recommendation. There was no public input.

Analysis

The purpose of the application is to combine the two properties into one lot of record. This plat amendment will create one lot of record that would be 3030 square feet in area. The lot will be required to have 5’ side yard setbacks and 10’ front and rear setbacks. The unusual configuration of the lot results in a rectangular frontage area that measures 20’ wide by 24’ deep. This configuration occurred with the deeding of parcels along Empire to property owners along Lowell Avenue. The original intent was to create garages. The main portion of the lot is 50’ wide by 51’deep. The setbacks for the lot will be measured from the lot lines on the 50’ wide by 51’ deep portion of the lot. LMC section 15-2.2-3(A) requires that the minimum width of a Lot is twenty five feet (25’), measured fifteen feet (15’) back from the Front Lot Line. In the case of unusual Lot configurations, Lot width measurements shall be determined by the Planning Director. The Planning Director has determined that the lot width will be measured 25’ from the front lot line. The maximum allowed footprint on the lot is 1277 square feet. The maximum height allowed for the lot will be 27’ above existing grade.

Planning Staff finds there is good cause for the application as the lot combination will bring the lot into compliance with state law by removing all interior lot lines and enabling the proposed single family home to be built. Staff finds that the plat will not cause undo harm on any adjacent property owners because the proposal plat complies with requirements of the Land Management Code and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements, as outlined below:

	Permitted
Height	27’
Front setback	10’
Rear setback	10’
Side setbacks	5’ min, 10’ total (The front 24 feet of property will have 3’ side yard setbacks)
Lot size	1,875 square feet minimum
Footprint	1,277 square feet maximum
Parking	2 Spaces are required.

Department Review

The Planning Department has reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State Law prior to recording. The request was discussed at a Development Review Meeting on August 21, 2007 where representatives from local utilities and City Staff were in attendance. All concerns raised during this meeting have been resolved.

Notice

Notice of this hearing was sent to property owners within 300' on August 29th, 2007. Legal notice was also put in the Park Record.

Public Input
No comments have been received by staff at the date of this writing.

Alternatives
1. The City Council may approve the 953 Empire Avenue plat as conditioned or amended; or
2. The City Council may deny the 953 Empire Avenue plat and direct staff to make Findings for this decision; or
3. The City Council may continue the discussion on the 953 Empire Avenue plat.

Significant Impacts
There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation
The new home would not be allowed to be built across lot lines.

Recommendation
Staff recommends that the City Council hold a public hearing and consider approving the 953 Empire Avenue plat based on the findings of fact, conclusions of law and conditions of approval outlined in the attached ordinance.

Exhibits
Exhibit A – Proposed Ordinance
    Attachment 1 – Proposed Plat

Ordinance No. 07-

AN ORDINANCE APPROVING THE 953 EMPIRE AVENUE PLAT COMBINING PORTIONS OF LOTS 14 AND 15 OF BLOCK 29 OF SNYDER'S ADDITION TO THE PARK CITY SURVEY, PARK CITY, UTAH

WHEREAS, the owner of the property known as 953 Empire Avenue, has petitioned the City Council for approval of a Replat; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on September 12, 2007 to receive input on the 953 Empire Avenue plat.

WHEREAS, the Planning Commission, on September 12, 2007, forwarded a positive recommendation to the City Council; and

WHEREAS, on October 4, 2007 the City Council held a public hearing to receive input on the 953 Empire Avenue plat; and

WHEREAS, it is in the best interest of Park City Utah to approve the 953 Empire Avenue plat.

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

SECTION 1. APPROVAL The above recitals are hereby incorporated as findings of fact. The 953 Empire Avenue plat as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 953 Empire Avenue.
2. The zoning is Historic Residential (HR-1).
3. The HR-1 zone is a residential zone characterized by a mix of contemporary residences and smaller historic homes.
4. The plat will combine portions of two lots into one lot of record.
5. There is an existing non-historic, non-contributory single family home on the property that was built in 1968.
6. Access to the property is from Empire Avenue.
7. The proposed lot is 3,030 square feet in size.

8. The Planning Director has determined that the lot width will be measured 25' from the front lot line.
9. The minimum lot size for a single family home in the HR-1 zone is 1,875 square feet.
10. The maximum building footprint for the proposed lot is 1,277 square feet.
11. The maximum height limit in the HR-1 zone is 27 feet above existing grade.
12. Setbacks for the lot are 5' on each side and 10' in the front and rear. The front 24 feet of property will have side yard setbacks of 3 feet.
13. Minimal construction staging area is available along Empire Avenue.

Conclusions of Law:

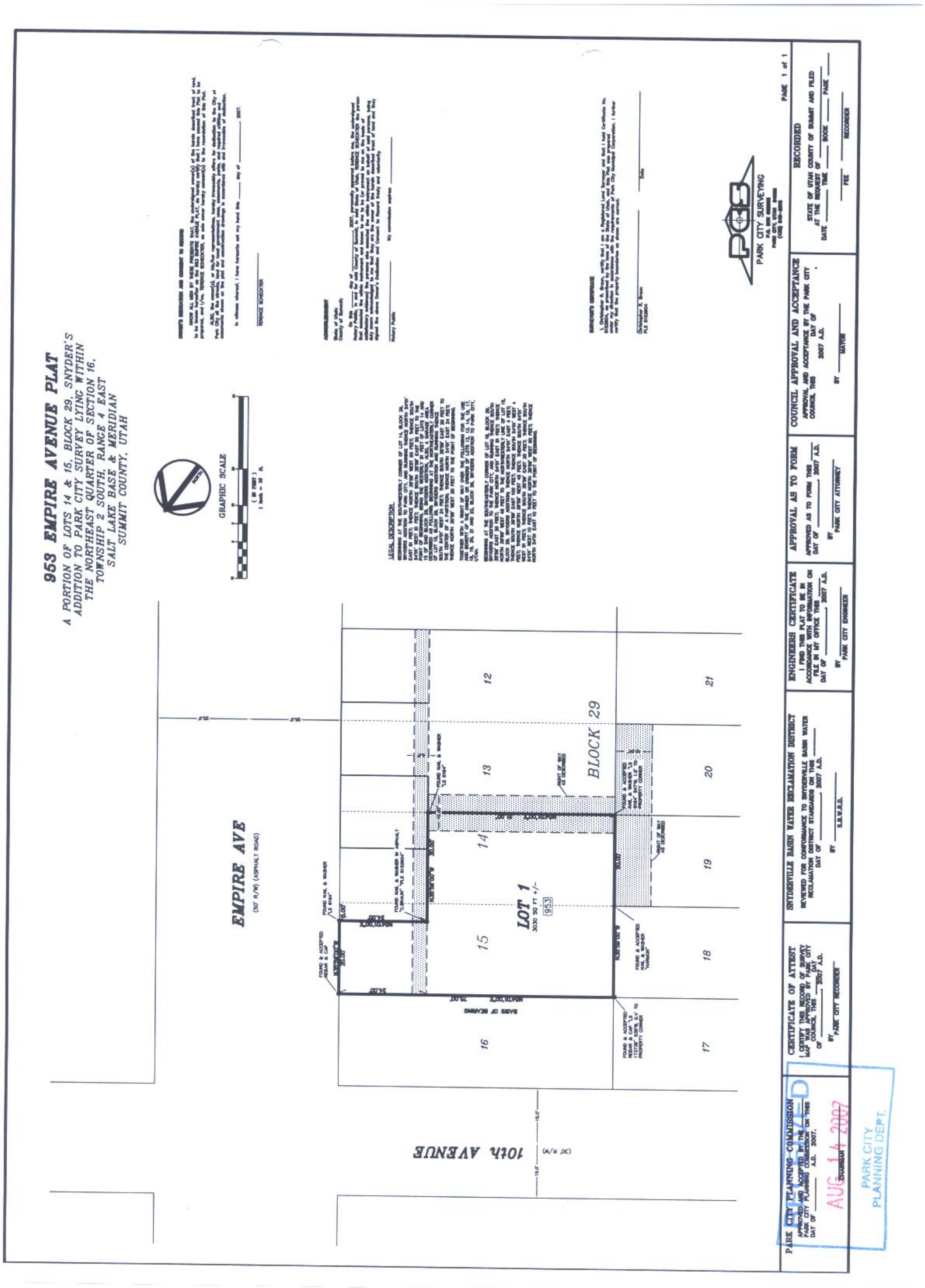
1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. As conditioned the plat amendment is consistent with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

Conditions of Approval:

1. The City Attorney and City Engineer review and approval of the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.
2. Prior to the receipt of a building permit for construction on this lot, the applicant shall submit an application for Historic Design Review for review and approval by the Planning Department for compliance with applicable Historic District Design Guidelines.
3. The plat must be recorded prior to any new development activity.
4. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
5. No remnant lot created hereby is separately developable.

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

PASSED AND ADOPTED this 4th day of October 2007.



953 EMPIRE AVENUE PLAT
A PORTION OF LOTS 14 & 15, BLOCK 29, SNYDER'S ADDITION TO PARK CITY SURVEY LYING WITHIN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE & MERIDIAN SUMMIT COUNTY, UTAH
GRAPHIC SCALE
EMPIRE AVE
10th AVENUE
BLOCK 29
LOT 1
953
LEGAL DESCRIPTION
PARK CITY SURVEYING
PAGE 1 of 1
PARK CITY PLANNING COMMISSION
CERTIFICATE OF ATTEST
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
ENGINEERS CERTIFICATE
APPROVAL AS TO FORM
COUNCIL APPROVAL AND ACCEPTANCE
RECORDED
AUG 14 2007
PARK CITY PLANNING DEPT.

City Council Staff Report

Author: Katie Cattan
Subject: Lakeside at Deer Valley Condominiums Condo Amendment Units "E" and "F", Building 10
Date: October 4, 2007
Type of Item: Administrative- Plat Amendment

PLANNING DEPARTMENT

Summary Recommendations

Staff recommends that the City Council conduct a public hearing and consider approving the Lakeside at Deer Valley Condominiums Record of Survey Amendment; Units "E" and "F", Building 10 according to the findings of fact, conclusions of law and conditions of approval outlined in the attached ordinance.

Topic

Applicant:	Ric Middlekauff
Location:	1617 Lakeside Circle
Zoning:	Residential Development
Adjacent Land Use:	Recreation, Single Family homes, Condominiums
Reason for Review:	Plat Amendments require Planning Commission review and City Council approval

Background

The applicant is the owner of the condominium units "E" and "F" of building number 10 of the Lakeside at Deer Valley Condominiums, located at 1617 and 1621 Lakeside Circle. On June 19, 2007, the City received a completed application to combine these adjacent units into one unit. By combining the two units into one the owner will have access between the two condominiums internally and enjoy the combined square footage.

Analysis

The purpose of the application is to combine the two units into one unit. Unit E contains 1874 square feet of living area and 481 square feet of garage. Unit F contains 2231 square feet of living area and 509 square feet of garage. The plat amendment will create one unit with 4105 square feet of living space and 1090 square feet of garage. The original Deer Valley MPD was based on an approved number of total units. The units were not regulated in square footage, and therefore the request to replat does not alter other calculated factors of the MPD, such as open space and unit equivalents. The square footage created by converting the limited common area to private area has no effect on the Deer Valley MPD.

The applicant has satisfied the requirements of the State of Utah and the CCRs for the Lakeside at Deer Valley Condominiums for combining two units and changing limited common area to private area. The CCRs require the property owner obtain a “written permission of the Management Committee first hand” to alter the limited common areas. The applicant has received written permission of the Management Committee to make alterations to the limited common area between the two condominium units. (Exhibit C) The State requires that greater than 50% of the total home owners vote on the change and that the request is approved by 66.7% of the voters. On August 3, 2007, the annual meeting of the HOA for the Lakeside at Deer Valley Condominiums was held. During this meeting greater than 50% of the total home owners were present and voted unanimously to approve the change from limited common area to private area. The HOA President documented this meeting in a letter. (Exhibit C)

The Land Management Code requires three parking spaces for a condo unit exceeding 2500 square feet. The parking requirement has been satisfied in the proposed plat amendment. The two double car garages will remain, creating four parking spaces for the unit. The applicant is aware that staff will modify the game room back to a parking garage on the plat during the redline process.

Staff finds good cause for this application because the new u nit configuration remains compatible with the original development and represents a nominal internal change while complying with the regulations of the Land Management Code.

The Planning Commission heard this application at its regular meeting on September 12, 2007, and forwarded a unanimous positive recommendation. There was no public input.

Department Review

The Planning Department has reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State Law prior to recording. The request was discussed at a Development Review Meeting where representatives from local utilities and City Staff were in attendance. No further issues were brought up during the meeting.

Notice

The property was noticed, notice of this hearing was sent to property owners within 300', and legal notice was put in the Park Record.

Public Input

No comments have been received by staff at the date of this writing.

Alternatives

1. The City Council may approve the Lakeside at Deer Valley Condominiums record of survey plat amendment of Units “E” and “F” of Building 10 as conditioned or amended; or
2. The City Council may deny the Lakeside at Deer Valley Condominiums record of survey plat amendment of Units “E” and “F” of Building 10 and direct staff to make Findings for this decision; or

3. The City Council may continue the discussion on the Lakeside at Deer Valley Condominiums record of survey plat amendment of Units “E” and “F” of Building 10.

Significant Impacts
There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation
The owner would not have internal access between the two condominium units. The units would remain as individual units.

Recommendation
Staff recommends that the City Council hold a public hearing and consider approving the plat amendment based on the findings of fact, conclusions of law and conditions of approval outlined in the attached ordinance.

Exhibits
Exhibit A – Proposed Ordinance
    Attachment 1 - Proposed Plat
Exhibit B – HOA Letters of Approval

Ordinance No. 07-

AN ORDINANCE APPROVING THE RECORD OF SURVEY MAP OF LAKESIDE AT DEER VALLEY CONDOMINIUMS RECORD OF SURVEY AMENDMENT; UNITS "E" AND "F", BUILDING 10, LOCATED AT 1617 and 1621 LAKESIDE CIRCLE, PARK CITY, UTAH.

WHEREAS, the owner of the property known as Units "E" and "F" of Building 10 of the Lakeside at Deer Valley Condominiums, has petitioned the City Council for approval of a plat amendment; and

WHEREAS, the owner received greater than 66.7% approval by more than 50% of the Home Owners of the Lakeside at Deer Valley Condominiums on August 3, 2007; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on September 12, 2007, to receive input on the Lakeside at Deer Valley Condominiums Condo Amendment of Units "E" and "F" of Building 10 .

WHEREAS, the Planning Commission, on September 12, 2007, forwarded a positive recommendation to the City Council; and

WHEREAS, it is in the best interest of Park City Utah to approve the Lakeside at Deer Valley Condominiums condo amendment of Units "E" and "F" of Building 10.

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

SECTION 1. APPROVAL The above recitals are hereby incorporated as findings of fact. The Lakeside at Deer Valley Condominiums condo amendment; Units "E" and "F", Building 10 as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 1617 and 1621 Lakeside Circle.
2. The property is Units "E" and "F" of Building 10 of the Lakeside at Deer Valley Condominiums.
3. The new address of the condominium will be 1621 Lakeside Circle and the unit

will be Unit E of Building 10.

4. The zoning is Residential Development (RD).
5. The adjacent land use is primarily recreation, multi-family dwellings, and single family homes.
6. The plat amendment will combine units "E" and "F" of Building 10 iof the Lakeside at Deer Valley Condominiums into one condominium unit.
7. Unit E contains 1874 square feet of living area and 481 square feet of garage. Unit F contains 2231 square feet of living area and 509 square feet of garage. The plat amendment will create one unit with 4105 square feet of living space and 1090 square feet of garage.
8. The owner received greater than 66.7% approval by more than 50% of the Home Owners of the Lakeside at Deer Valley Condominiums on August 3, 2007 during the HOA annual meeting.
9. Notice for this application was placed onsite and sent to all affected property owners and property owners within 300' of the plat amendment on August 30, 2007 and was noticed in the Park Record.
10. The Findings in the Analysis section are incorporated herein.

Conclusions of Law:

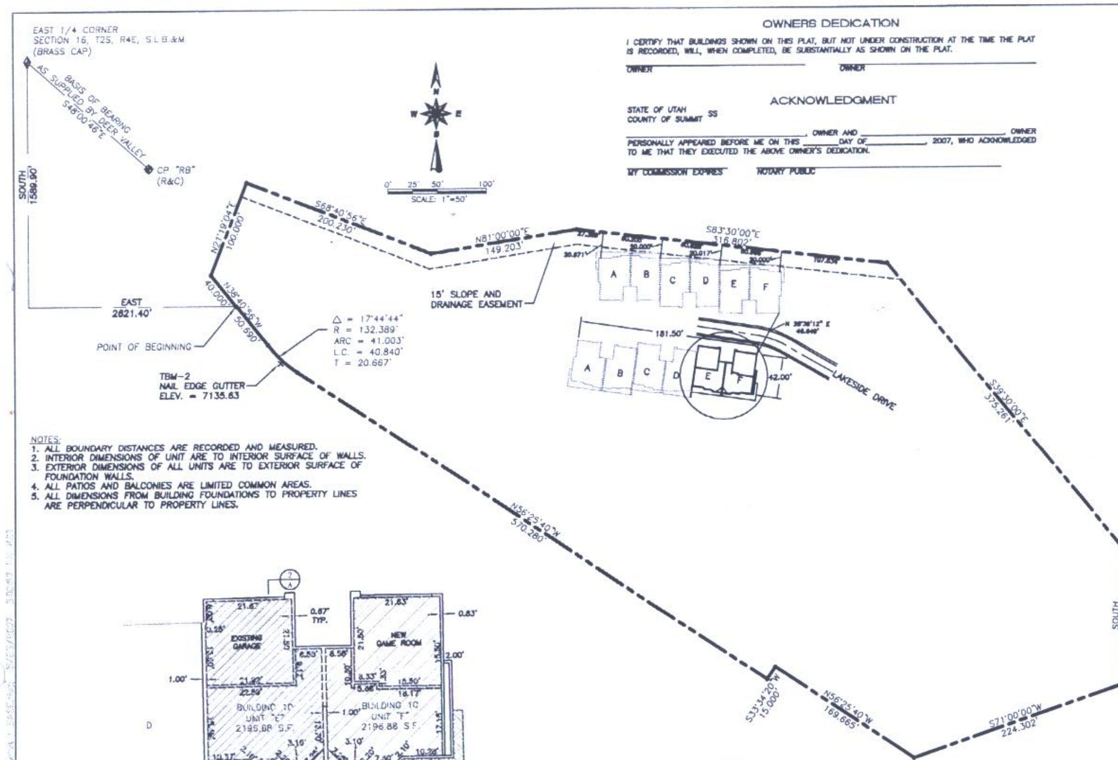
1. There is good cause for this record of survey plat amendment.
2. The record of survey plat amendment is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed record of survey plat amendment.
4. As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

Conditions of Approval:

1. The City Attorney and City Engineer review and approval of the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
3. The applicant will record the plat amendment at the County prior to issuance of a building permit.
4. No new, un-built Deer Valley MPD "unit" is created by virtue of this amendment.

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

PASSED AND ADOPTED this 4th day of October 2007.



NOTES:
1. ALL BOUNDARY DISTANCES ARE RECORDED AND MEASURED.
2. INTERIOR DIMENSIONS OF UNIT ARE TO INTERIOR SURFACE OF WALLS.
3. EXTERIOR DIMENSIONS OF ALL UNITS ARE TO EXTERIOR SURFACE OF FOUNDATION WALLS.
4. ALL PATIOS AND BALCONIES ARE LIMITED COMMON AREAS.
5. ALL DIMENSIONS FROM BUILDING FOUNDATIONS TO PROPERTY LINES ARE PERPENDICULAR TO PROPERTY LINES.

OWNERS DEDICATION

I CERTIFY THAT BUILDINGS SHOWN ON THIS PLAT, BUT NOT UNDER CONSTRUCTION AT THE TIME THE PLAT IS RECORDED, WILL, WHEN COMPLETED, BE SUBSTANTIALLY AS SHOWN ON THE PLAT.

OWNER ______ OWNER ______

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SUMMIT SS

______, OWNER AND ______, OWNER PERSONALLY APPEARED BEFORE ME ON THIS ______ DAY OF ______, 2007, WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE ABOVE OWNER'S DEDICATION.

MY COMMISSION EXPIRES ______ NOTARY PUBLIC ______

SURVEYOR'S CERTIFICATE

I, KYLE A. COOK DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 270852 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT I CAUSED TO BE MADE UNDER MY DIRECTION IN MARCH OF 2004 AND BY AUTHORITY OF THE OWNER(S), THIS RECORD OF SURVEY MAP OF UNITS "E" AND "F", BUILDING NO. 10, OF LAKESIDE AT DEER VALLEY CONDOMINIUMS, IN ACCORDANCE WITH THE PROVISIONS OF SUBSECTION (I) OF SECTION 57-8-13 OF THE UTAH CONDOMINIUM OWNERSHIP ACT.

DATE ______ PROFESSIONAL LAND SURVEYOR ______

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 1589.90 FEET AND EAST 2621.40 FEET FROM THE EAST 1/4 CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 38°40'56" WEST, 40.000 FEET; THENCE NORTH 21°19'04" EAST, 100.000 FEET; THENCE SOUTH 68°40'56" EAST, 200.230 FEET; THENCE NORTH 81°00'00" EAST, 149.203 FEET; THENCE SOUTH 83°30'00" EAST, 316.802 FEET; THENCE SOUTH 39°30'00" EAST, 375.261 FEET; THENCE SOUTH, 140.294 FEET; THENCE SOUTH 71°00'00" WEST, 224.302 FEET; THENCE NORTH 56°25'40" WEST, 169.665 FEET; THENCE SOUTH 33°34'20" WEST, 15.000 FEET; THENCE NORTH 56°25'40" WEST 570.280 FEET TO A POINT ON A 132.389 FOOT RADIUS CURVE TO THE RIGHT (THE RADIUS POINT OF WHICH BEARS NORTH 33°42'20" EAST); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 41.003 FEET TO A POINT OF TANGENCY; THENCE NORTH 38°40'56" WEST, 50.690 FEET TO THE POINT OF BEGINNING.
CONTAINING 6.489 ACRES.

SUBJECT TO AN TOGETHER WITH ANY AND ALL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD.

ALSO SUBJECT TO GENERAL UTILITY EASEMENTS HEREBY GRANTED BY THE OWNERS OF ABOVE DESCRIBED PROPERTY TO THE MUNICIPALITY OF PARK CITY AND TO THE SNIDERVILLE BASIN SEWER IMPROVEMENT DISTRICT. THESE EASEMENTS SHALL BE 20 FEET WIDE, 10 FEET ON EACH SIDE OF THE PIPE (AS CONSTRUCTED) AND SHALL BE FOR THE PURPOSE OF LINE MAINTENANCE, REPAIR AND REPLACEMENT OF ALL UTILITIES, APPURTENANT FEATURES, READING OF METERS, INGRESS AND EGRESS, LIMITED TO NORMAL METHODS OF CONSTRUCTION AND RESTRICTED TO THE COMMON AREAS OUTSIDE OF THE BUILDINGS. FOR THE SANITARY SEWER, CULINARY WATER AND STORM DRAINAGE SERVICES NORMALLY PROVIDED BY UTILITY SUPPLIER.

THIS PLAT REPRESENTS ALL OF, OR IS A PART OF A PARCEL OF LAND REPRESENTED IN LOCAL COUNTY RECORDS AS BEING RECORDED NO. 189016 FOR ASSOCIATED TITLE ON MARCH 1, 1982.

CONSENT TO RECORD

STATE OF UTAH
COUNTY OF SUMMIT SS

THE UNDERSIGNED OWNERS, RICK MIDDELKAUFF, AND BARBARA MIDDELKAUFF, HEREBY CONSENTS TO THE RECORDATION OF THIS PLAT.

OWNER ______ OWNER ______

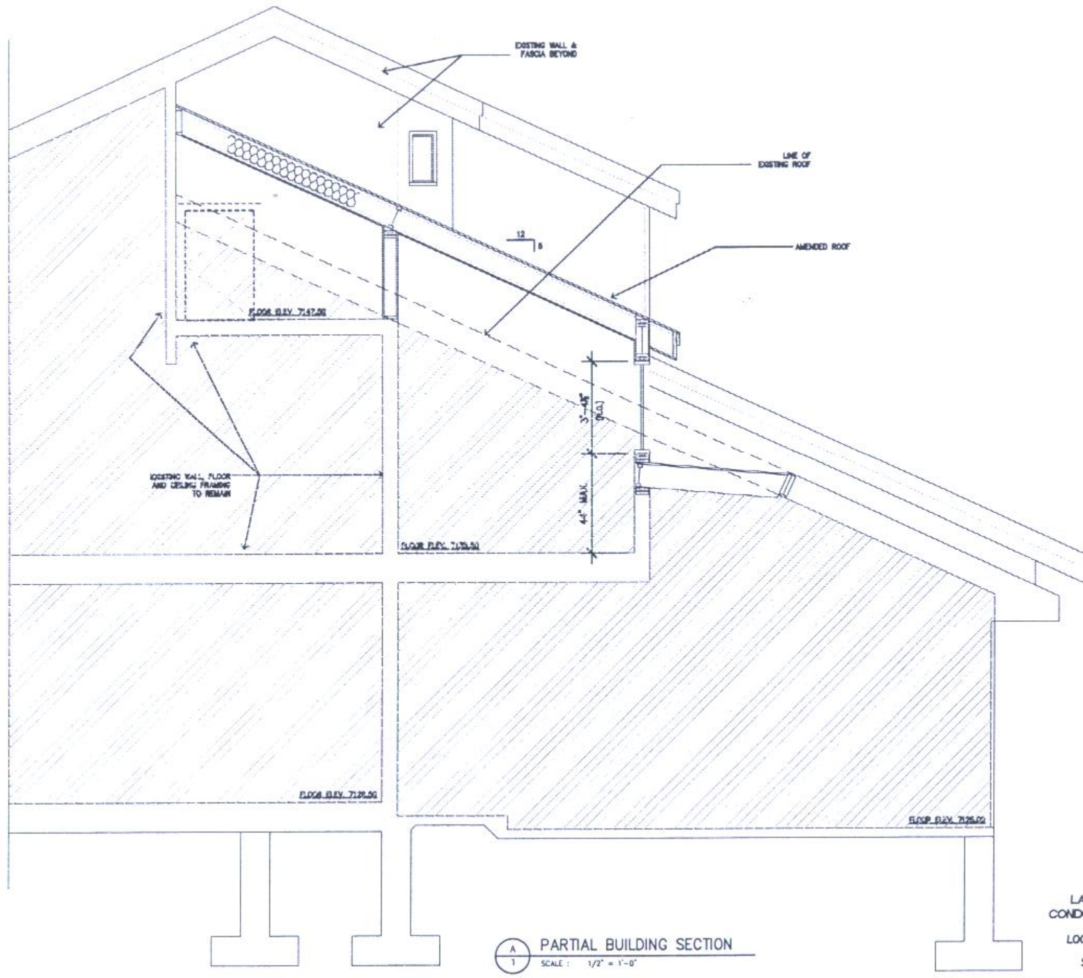
THE FOREGOING CONSENT TO RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS ______ DAY OF ______, 2007.

MY COMMISSION EXPIRES ______ NOTARY PUBLIC ______

LEGEND:
- PRIVATE OWNERSHIP (UNITS)
- LIMITED COMMON AREA (PATIO, CARPORT, ASSIGNED PARKING SPACES, BALCONY)
- COMMON AREAS (WALLS, HALLWAYS, STAIRS, AND GROUND NOT OCCUPIED BY UNITS)

RECORD OF SURVEY MAP OF
LAKESIDE AT DEER VALLEY CONDOMINIUMS
CONDO AMENDMENT: UNITS 'E' AND 'F', BUILDING 10
A UTAH CONDOMINIUM PROJECT
LOCATED IN SECTION 15, T2S, R4E, S.L.B.&M.
PARK CITY, SUMMIT COUNTY, UTAH
SURVEY PERFORMED IN MARCH OF 2004

COOK-SANDERS ASSOCIATES, INC. 331 SOUTH RIO GRANDE AVE., SUITE #120 SALT LAKE CITY, UTAH 84101 (801) 364-4051	PLANNING COMMISSION	ENGINEER CERTIFICATE	APPROVAL AS TO FORM	WATER RECLAMATION DISTRICT	PARK CITY COUNCIL	RECORDED NO. ______
SHEET 1 OF 2	APPROVED AND ACCEPTED THIS ___ DAY OF ______ A.D. 2007, BY THE PARK CITY PLANNING COMMISSION. CHAIR: PARK CITY PLANNING COMMISSION	I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE. PARK CITY ENGINEER	APPROVED AS TO FORM THIS ___ DAY OF ______ A.D. 2007. PARK CITY ATTORNEY	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ___ DAY OF ______ A.D. 2007. SNYDERVILLE BASIN WATER RECLAMATION DIST.	PRESENTED TO THE CITY COUNCIL OF PARK CITY THIS ___ DAY OF ______ A.D. 2007, AT WHICH TIME THIS RECORDED SURVEY MAP WAS APPROVED AND ACCEPTED. ATTEST: CITY RECORDER MAYOR	STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF ______ DATE ______ TIME ______ BOOK ______ PAGE ______ FEE $ ______ SUMMIT COUNTY RECORDER



PARTIAL BUILDING SECTION

SCALE : 1/2" = 1'-0"

RECORD OF SURVEY MAP OF
LAKESIDE AT DEER VALLEY CONDOMINIUMS
CONDO AMENDMENT: UNITS "E" AND "F", BUILDING 10
A UTAH CONDOMINIUM PROJECT
LOCATED IN SECTION 15, T2S, R4E, S.L.B.&M.
PARK CITY, SUMMIT COUNTY, UTAH
SURVEY PERFORMED IN MARCH OF 2004

RECORDED NO. ________

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF ________

DATE ________ TIME ________ BOOK ________ PAGE ________

FEE $ ________ ________

SUMMIT COUNTY RECORDER

COOK-SANDERS
and ASSOCIATES, L.L.C.
331 SOUTH RIO GRANDE AVE., SUITE #120
SALT LAKE CITY, UTAH 84101
(801) 364-4051

SHEET 2 OF 2

Sandra Irvine

From: bmkauff@aol.com

Sent: Saturday, April 21, 2007 9:48 AM

To: smirvine@tx.rr.com; ricm@MKFord.com

Subject: Fwd: Lakeside HOA Approval for renovations to 1617 & 1621

Barbara Middlekauff
214-505-3330 cell
972-407-9532 hm
972-380-1481 fx

-----Original Message-----
From: maxmerri@mac.com
To: bmkauff@aol.com
Sent: Fri, 20 Apr 2007 1:34 PM
Subject: Lakeside HOA Approval for renovations to 1617 & 1621

April 20, 2007

Dear Middlekauffs,

The Board members for Lakeside have reviewed your plans for renovation of units 1617 and 1621.

Based on the plans received, and subsequent conversation with you, we understand you intend to combine the units. Pending your processing of the Indemnification Agreement, the Board approves your renovation, and your proposed external changes to the building (for which you pay the costs) which include: (1) re-alignment of the front door from two single doors into one double-door, located where the current wooden divider is located; (2) ajoining of the upper deck patios, removing the current wooden divider; and (3) revising the roof-line to include one single bay window (this renovation has been done with approval for other units within the complex.

You will need to sign the indemnity agreement, return to Lew Tetley, at which time he will obtain the signatures of the Board, and it will be submitted into the Recorder's Office for Summit County, Utah.

Should you need anything else, please let us know.

Regards,
Carol Merriman

Copied:
Lew Tetley
Bert Gutierrez
Billy Shephard
Cindy Vitko
Stephanie Terry

COMMON AREA MODIFICATION AND INDEMNITY AGREEMENT

This Agreement made and entered into this 25th day of April, 2007, by and between Richard Middlekauff (Owner) and the Lakeside Homeowners Association (Lakeside).

WHEREAS, the Owner of Units 1617 1621 of the Lakeside Condominiums in Deer Valley, Utah, which unit was designed and built according to plans and specifications common to the Lakeside development; and

WHEREAS, Owner wishes to make a modification to the unit; and

WHEREAS, Lakeside, through it's duly authorized architectural and management committees is willing to agree to the modifications under certain conditions.

NOW, THEREFORE, in consideration of the covenants of the covenants and agreements contained herein, it is agreed as follows:

1. Lakeside agrees that Owner may modify Units 1617 1621 as shown on the drawing attached hereto as Exhibit "A" and incorporated herein by this reference. Said modifications to be designed and built as required by applicable Park City and Summit County codes and regulations according to a building permit to issued by Park City. All modifications and improvements are to be designed and constructed in a workmanlike manner at the sole expense of Owner.

2. Owner agrees to construct the modifications as set forth in paragraph 1, above. Owner further agrees to indemnify and hold Lakeside harmless from any claim or expenses of any nature arising from the design, construction, use or maintenance of the modified improvements. Owner recognizes that Lakeside has incurred or may incur professional fees in the creation of this document or the administration of this agreement. Owner agrees to reimburse those expenses on billing by Lakeside.

3. It is the essence of this agreement that the obligation to maintain the modifications is the obligation of Richard Middlekauff and ________ successors in interest. To that end, ________________ represents that ______ is the sole owner of the unit; that there is no other person or institution that has an interest, including any security interest in the unit and that this agreement is intended to be and become the obligation of any successor in interest. To accomplish that purpose the agreement will be recorded in the official records of the Recorder of Summit County, Utah, under the description shown on Exhibit "B" herein which exhibit is incorporated herein by this reference.

4. This agreement is to be and become effective on its proper execution by both parties and its return to Lakeside for recording.

5. In the event of a default, the defaulting party agrees to pay all costs and expenses of enforcing this agreement, including attorney's fees.

6. This agreement is to be construed according to the laws of the State of Utah and venue for any dispute is the District Court of Summit County, Utah

LAKESIDE HOMEOWNERS ASSOCIATION

By: ______________________
Its: ______________________

OWNER

STATE OF UTAH)
: Ss
COUNTY OF ________)

On the _____day of _____________, 20______, personally appeared before me ______________________ who, being duly sworn sated the within and foregoing document was executed by him for and on behalf of the Lakeside Homeowners Association pursuant to the act of its Management Committee.

____
NOTARY PUBLIC

STATE OF Texas)
: SS
COUNTY OF Dallas)

On the 24 day of April, 2007, personally appeared before me, Richard E Middlekauff who, being first duly sworn acknowledged to me that the within and foregoing instrument was executed by Richard Middlekauff.

SHAWNE VEST MOORE
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
03-31-2009

Shawne Vest Moore
NOTARY PUBLIC

Lakeside at Deer Valley

August 29, 2007

To Whom It May Concern:

At the annual homeowners' meeting for the Lakeside Homeowners' Association, held on Friday August 3, 2007, over 50% of the Lakeside HOA members were present in person or by proxy and unanimously voted to approve the Middlekauff renovation plans for Lakeside condos 1617 and 1621 as previously approved by the Lakeside HOA Board, including the change to the common space.

Regards,

Carol M. Merriman

Carol M. Merriman
President, Lakeside HOA
2006 - 2008

City Council
Staff Report

Author: Ray Milliner
Subject: Daly Lady Subdivision
Date: October 4, 2007
Type of Item: Administrative – Plat Amendment

PARK CITY 1884
PLANNING DEPARTMENT

Summary Recommendations
Staff recommends that the City Council conduct a public hearing for the Daly Lady Subdivision and consider approving it based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Topic
Applicant:	Regina White
Location:	314 Daly Avenue
Zoning:	Historic Residential (HR-1)
Adjacent Land Uses:	Residential
Reason for Review:	Plat amendments require Planning Commission review and City Council approval

Background
On September 18, 2006, the City received a complete subdivision application for the Daly Lady Subdivision at 314 Daly Avenue in the HR-1 zone. The property is a 100’ x 109’ metes and bounds parcel located on the west side of Daly Avenue. There is an existing historic home with an attached shed on site. The home and shed were found to be historically significant by the Historic Preservation Board on February 5, 2007. The plat will subdivide the property into 2 lots, one for the historic buildings, and the other for future development. The historic buildings will remain on Lot 1, and will be renovated pursuant to the requirements of the LMC and Historic District Design Guidelines.

Pursuant to the findings of the Historic Preservation Board, the historic shed is not required to be attached to the home; rather it will be detached and used as an accessory building, its historic use.

This subdivision was reviewed by the Commission as a work session item on July 12, 2007. At that time, the proposal was to create 3 lots; one for the historic home, and two for future development. Pursuant to Commission direction, the applicant has reduced the density from 3 to 2 lots. The Commission reviewed the application again on September 12, 2007 and found that the applicant had complied with their direction, and as a result forwarded a positive recommendation to the City Council.

Analysis
The property is located in the Historic Residential (HR-1) zone, therefore; all future

development must meet the criteria for construction in the Historic District Design Guidelines and Land Management Code Chapter 15-2.1 prior to the issue of a building permit. This subdivision will create 2 lots of record. Lot 1 measures 70.49 feet wide in the front, 66.34 feet wide in the rear and approximately 109 feet deep. Lot 2 measures 32 feet wide at both ends and approximately 108 feet deep.

At the July 12, 2007 meeting, the Commission was asked to determine what density was appropriate for the site, and whether or not the applicant should dedicate a portion of the lot to the City as right-of-way for Daly Avenue.

The Commission responded that 3 lots are inappropriate, that the combination of the topography of the lot, the potential impact on the historic home and the impact of 3 lots on the neighborhood would be much greater than those of a 2 lot subdivision. It is desirable that the historic home remain in its original location.

The applicant reduced the density to 2 units, creating a larger lot for the historic home and eliminating the need for it to be moved (the historic shed will be moved to meet minimum setback requirements).

The Commission also discussed whether or not it would be appropriate to dedicate a section of the front of the lots as right-of-way for Daly Avenue. This dedication would be for sidewalks or a potential widening of Daly Avenue. The Commission supported the recommendation of the City Engineer to adopt a “share the road” concept wherein the existing roadway is peacefully shared by non-motorized and motorized modes of travel, and therefore did not recommend a right-of-way dedication.

If this section is dedicated to the City, it would take a large portion of the flat and therefore most appropriate for building part of the lot with it. In the recent past, the Planning Commission has reviewed and approved plat amendments for subdivisions in the area that did not require substantial dedications of property for the creation of right-of-way (most recently 297 Daly).

Staff finds there is good cause for the application as the subdivision will create two lots that are compliant with the minimum requirements for a subdivision in the HR-1 zone. Further, the project will subdivide a metes and bounds parcel. Staff finds that the plat will not cause undo harm on any adjacent property owners because the proposal meets the requirements of the Land Management Code and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements.

<u>Department Review</u>

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

Notice
The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record.

Public Input
No public input has been received by the time of this report.

Alternatives
- The City Council may approve the Daly Lady Subdivision as conditioned or amended; or
- The City Council may deny the Daly Lady Subdivision and direct staff to make Findings for this decision; or
- The City Council may remand the Daly Lady Subdivision back to the Planning Commission for further review as directed; or
- The City Council may continue the discussion on the Daly Lady Subdivision record of survey plat.

Significant Impacts
Staff finds that the potential significant impacts of the project have been addressed through mitigations addressed in the analysis section above.

Consequences of not taking the Suggested Recommendation
The house would remain as is and no additional construction could take place across the existing lot lines.

Recommendation
Staff recommends that the City Council conduct a public hearing for the Daly Lady Subdivision and consider approving it based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits
Exhibit A- Proposed Ordinance and Plat (Attachment 1)

Ordinance No. 07-

AN ORDINANCE APPROVING THE DALY LADY SUBDIVISION PLAT AMENDMENT LOCATED AT 314 DALY AVENUE, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 314 Daly Avenue have petitioned the City Council for approval of the Daly Lady Subdivision; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on September 12, 2007, to receive input;

WHEREAS, the Planning Commission, on September 12, 2007, forwarded a positive recommendation to the City Council; and,

WHEREAS, on October 4, 2007, the City Council conducted a public hearing for the Daly Lady Subdivision; and

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

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The plat amendments as shown in Exhibit A are approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 314 Daly Avenue in the Historic Residential (HR-1) zone.
2. The HR-1 zone is a residential zone characterized by a mix of larger contemporary residences and smaller historic homes.
3. The property is a metes and bounds parcel on the west side of Daly Avenue.
4. There is an existing historic home and shed on the property.
5. The home and shed were determined to be historic by the Historic Preservation Board on February 5, 2007.
6. The applicant is proposing to subdivide the land into 2 lots of record to create a lot for the home and one for future development.
7. Lot 1 will be 7,455 square feet in size with a maximum footprint of 2,451 square feet. Lot 2 will be 3,475 square feet in size with a maximum footprint of 1,429 square feet.
8. The maximum height for the zone is 27 feet above existing grade.

9. The combination of the topography of the lot, the potential impact on the historic home and the impact of 3 lots on the neighborhood would be much greater than those of a 2 lot subdivision.
10. The applicant reduced the density from 3 lots to 2, creating a larger lot for the historic home and eliminating the need for it to be moved.
11. For this section of Daly Avenue, it is advantageous to adopt a “share the road” concept wherein the existing roadway is peacefully shared by non-motorized and motorized modes of travel, rather than dedicate a section of the lot to the City for right-of-way expansion.
12. If a section of the property is dedicated to the City, it would take a large portion of the flat and therefore most appropriate for building part of the lot with it.
13. In the recent past, the Planning Commission has reviewed and approved plat amendments for subdivisions in the area that did not require substantial dedications of property for the creation of right-of-way (most recently 297 Daly).
14. All future development must meet the criteria for construction in the Historic District Design Guidelines and Land Management Code Chapter 15-2.1 prior to the issue of a building permit.
15. Access to the property comes from Daly Avenue.

<u>Conclusions of Law:</u>

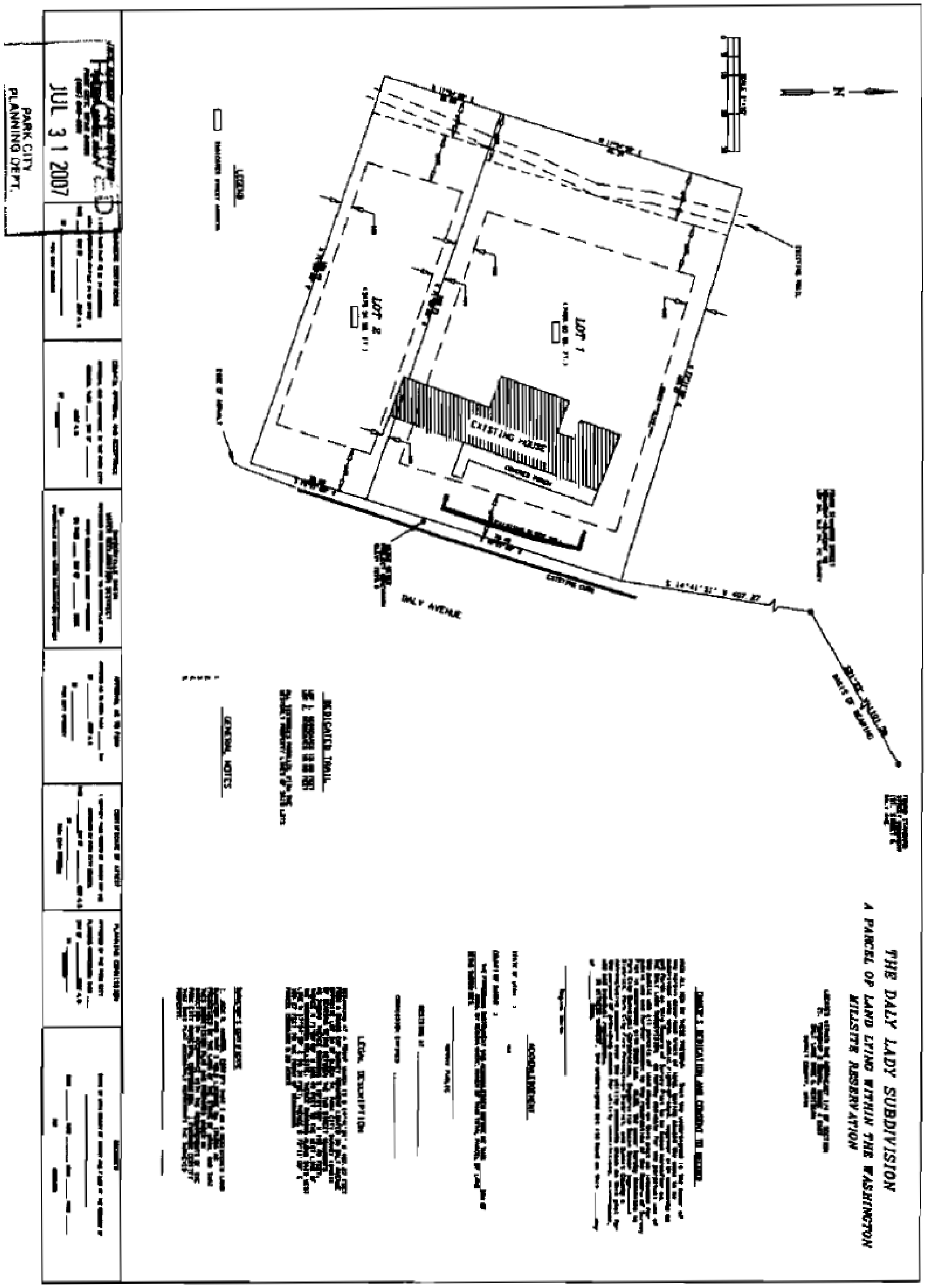
1. There is good cause for this subdivision.
2. The subdivision is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
3. Neither the public nor any person will be materially injured by the proposed subdivision.
4. Approval of the subdivision, subject to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

<u>Conditions of Approval:</u>

1. The City Attorney and City Engineer will review and approve the final form and content of the subdivision for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year’s time, this approval for the plat will be void.
3. Prior to the issue of a building permit, the applicant shall submit for review and approval a historic district design guideline review application.
4. No remnant parcel shall be created as part of this application.
5. Prior to plat recordation, the shed shall be relocated to meet setbacks.

<u>SECTION 2. EFFECTIVE DATE.</u> This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 4th day of October, 2007.


THE DALY LADY SUBDIVISION
A PARCEL OF LAND LYING WITHIN THE WASHINGTON MILLSITE RESERVATION
LOT 1
LOT 2
EXISTING HOUSE
DALY AVENUE
EXISTING CURB
LEGEND
GENERAL NOTES
LEGAL DESCRIPTION
ACKNOWLEDGEMENT
JUL 31 2007
PARK CITY PLANNING DEPT.

City Council
Staff Report

Author: Ray Milliner
Subject: 2165 & 2167 Monarch Condominiums
Date: October 4, 2007
Type of Item: Administrative – Record of Survey Amendment

PARK CITY 1884
PLANNING DEPARTMENT

Summary Recommendations

Staff recommends that the City Council conduct a public hearing for the 2165 & 2167 Monarch Condominiums record of survey plat and consider approving it based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Topic

Applicant:	William J. Klusman
Location:	2165 & 2167 Monarch Drive
Zoning:	Single Family (SF)
Adjacent Land Uses:	Single family and duplex uses
Reason for Review:	Record of Survey plat amendments require Planning Commission review and City Council approval

Background

On June 26, 2007, the City received a completed application for the 2165 & 2167 Monarch Condominiums record of survey plat amendment. The property, an existing duplex on an approved duplex lot, is located at 2165 & 2167 Monarch Drive in the Single Family (SF) zone. The proposed record of survey will convert the existing duplex from a single owner property to a condominium, enabling separate ownership of the two units. The applicant is proposing to remodel the interior of the building, however, no expansion of the existing building footprint is proposed.

On September 12, 2007, the Planning Commission reviewed the proposed record of survey amendment, conducted a public hearing and forwarded a positive recommendation to the City Council.

Analysis

This request is to create a two unit condominium from an existing duplex. Staff has evaluated the overall project against the Land Management Code regulations for the SF District, and determined the proposed application complies as presented with requisite City codes, including setbacks, which are 10' in the front (for a garage) 15' in the rear and 5' on the sides; height, the buildings as built are approximately 33' above existing grade, the maximum height for a structure in the SF zone; and parking, two on site spaces are required for each unit, 4 are provided in a two car garage for each unit. No additional expansion of the buildings is proposed.

Staff finds good cause with the application because there is no expansion of the existing footprint of the structure, all parking requirements are met, the project is located on a platted duplex lot and the proposed use on the property is allowed in the SF zone. Staff further finds that no person or member of the public will be materially harmed as a result of this application as conditioned. The conversion of the building from a single owner duplex to a two unit condominium does not change any parking or Land Management Code related requirements.

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

Notice
The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record.

Public Input
No public input has been received by the time of this report.

Alternatives
- The City Council may approve the 2165 & 2167 Monarch Condominiums record of survey plat as conditioned or amended; or
- The City Council may deny the 2165 & 2167 Monarch Condominiums record of survey plat and direct staff to make Findings for this decision; or
- The City Council may remand the 2165 & 2167 Monarch Condominiums record of survey plat back to the Planning Commission for further review as directed; or
- The City Council may continue the discussion on the 2165 & 2167 Monarch Condominiums record of survey plat record of survey plat.

Significant Impacts
There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation
The duplex would remain as is and separate owners of each unit would not be possible.

Recommendation
Staff recommends that the City Council conduct a public hearing for the 2165 & 2167 Monarch Condominiums record of survey plat and consider approving it based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits
Exhibit A- Proposed Ordinance and Plat (Attachment 1)

Ordinance No. 07-

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE 2165 & 2167 MONARCH CONDOMINIUMS RECORD OF SURVEY PLAT LOCATED AT 2165 MONARCH DRIVE, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 2165 Monarch Drive has petitioned the City Council for approval of the 2165 & 2167 Monarch Condominiums record of survey plat; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on September 12, 2007, to receive input on the plat amendment;

WHEREAS, the Planning Commission, on September 12, 2007, forwarded a positive recommendation to the City Council; and,

WHEREAS, the City Council, on October 4, 2007 held a public hearing for the proposed record of survey amendment.

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

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The 2165 & 2167 Monarch Condominiums record of survey plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property, an existing duplex on an approved duplex lot is located at 2165 & 2167 Monarch Drive in the Single Family (SF) zone.
2. The SF zone is a mix of moderate to larger sized residential homes, and duplex properties.
3. The project is located on a platted duplex lot in the Prospector Village subdivision.
4. A duplex is an allowed use in the SF zone provided it is located on a lot designated for a duplex on the subdivision plat.
5. There is an existing non-historic duplex on the property.
6. The proposed record of survey will convert the existing duplex from a single owner property to a condominium, enabling dual ownership of the property.

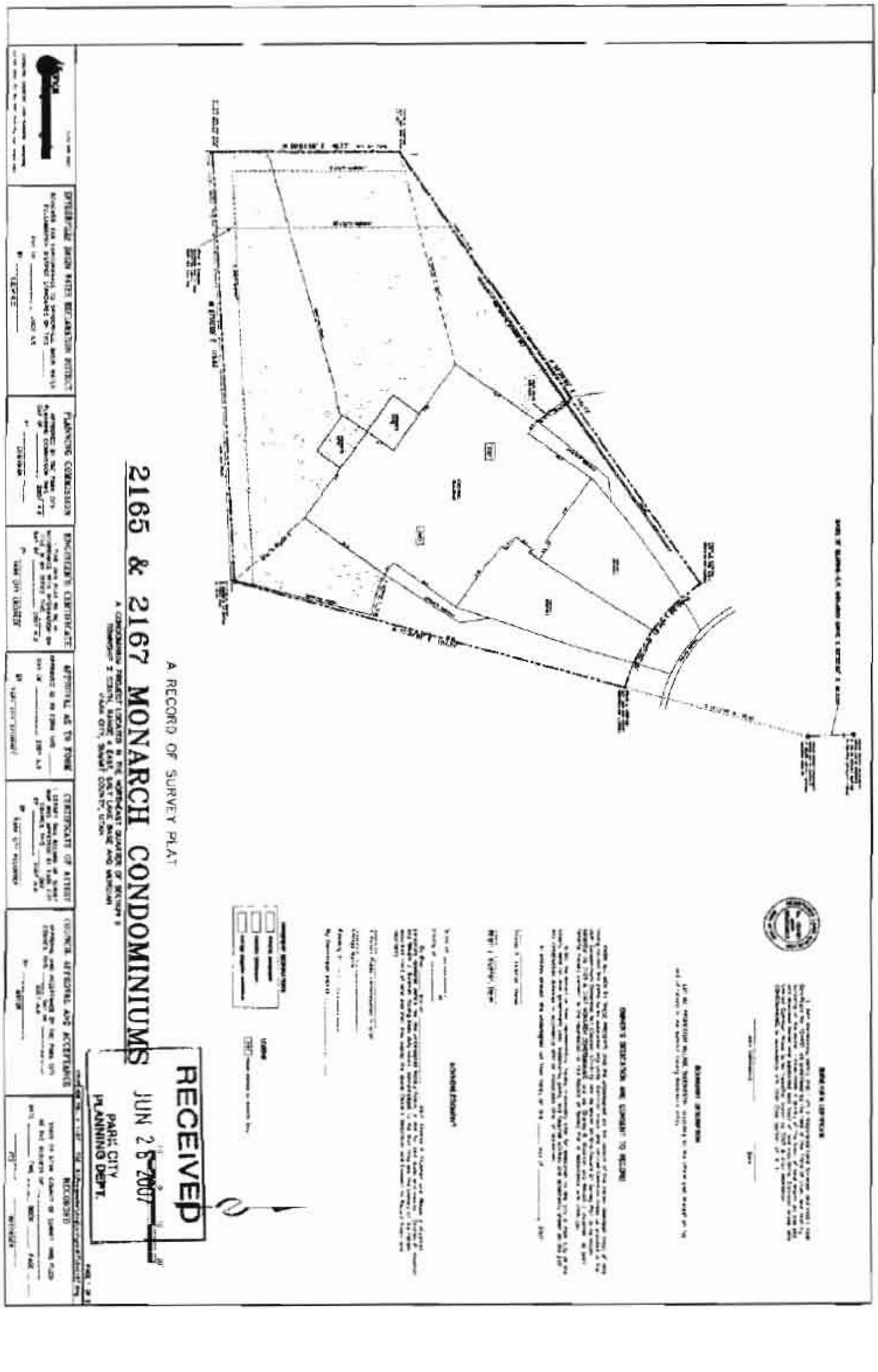
7. No expansion of the existing building footprint is proposed.
8. Four on-site parking spaces are proposed.
9. No remnant lots are created as a result of this record of survey amendment.
10. All utilities, including sewer and water are available on site.

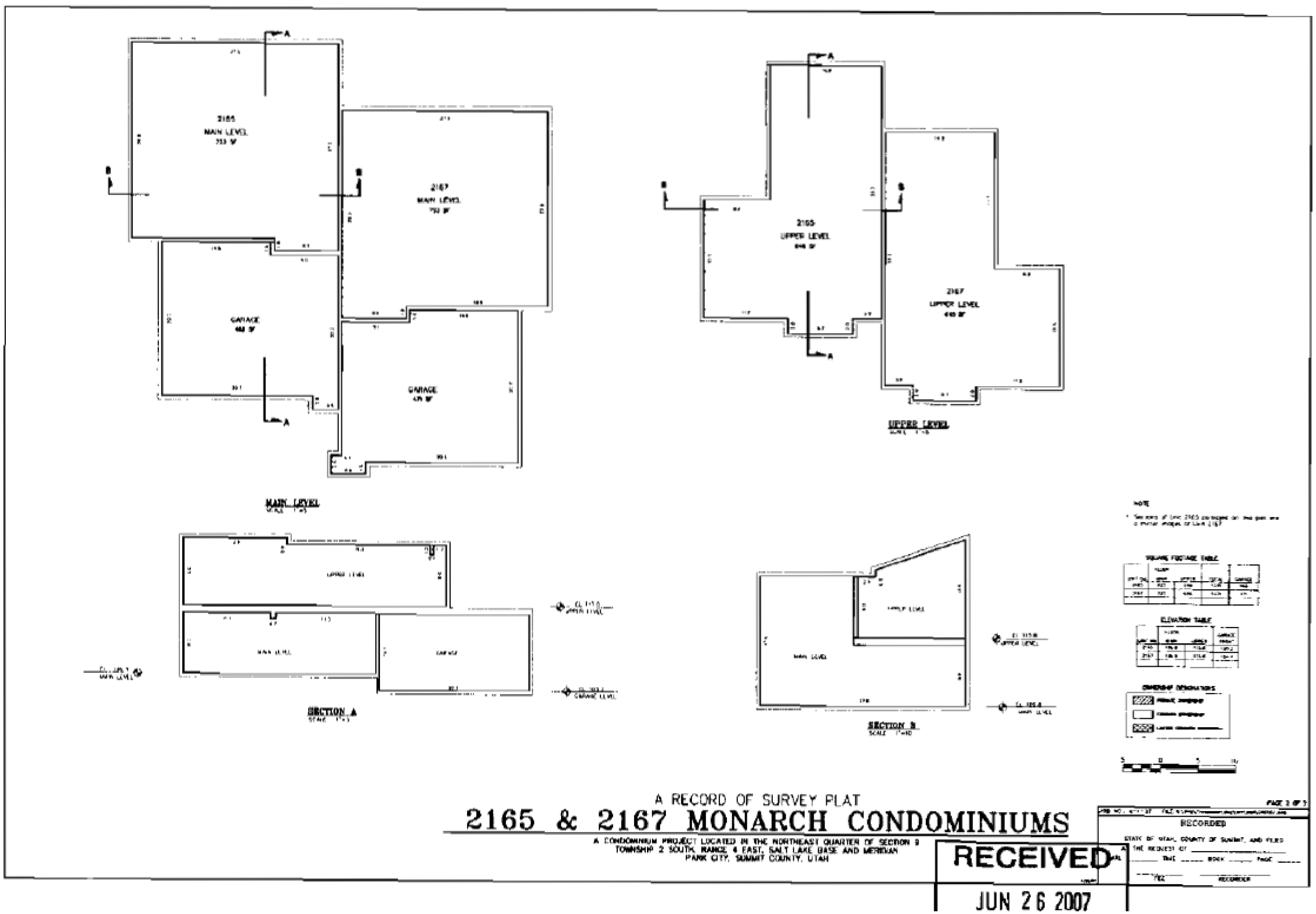
Conclusions of Law:
1. There is good cause for this record of survey amendment.
2. The record of survey amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
3. Neither the public nor any person will be materially injured by the proposed record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

Conditions of Approval:
1. The City Attorney and City Engineer will review and approve the final form and content of the Record of Survey and CC&Rs for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The CC&Rs for the condominium will include a method to break a tie vote.
3. The applicant will record the Record of Survey at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void.

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

PASSED AND ADOPTED this 4th day of October, 2007.


A RECORD OF SURVEY PLAT
2165 & 2167 MONARCH CONDOMINIUMS
RECEIVED
JUN 28 2007
PARK CITY
PLANNING DEPT.


2165
MAIN LEVEL
2167
MAIN LEVEL
GARAGE
GARAGE
MAIN LEVEL
2165
UPPER LEVEL
2167
UPPER LEVEL
UPPER LEVEL
SECTION A
SECTION B
UPPER LEVEL
MAIN LEVEL
GARAGE
UPPER LEVEL
MAIN LEVEL
NOTE
SQUARE FOOTAGE TABLE
ELEVATION TABLE
OWNERSHIP DESIGNATIONS
A RECORD OF SURVEY PLAT
2165 & 2167 MONARCH CONDOMINIUMS
A CONDOMINIUM PROJECT LOCATED IN THE NORTHEAST QUARTER OF SECTION 9
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH
RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF
RECORDER
RECEIVED
JUN 26 2007

City Council
Staff Report

Author:	**Chief Lloyd D. Evans, Sr.**
Subject:	**Animal Control Ordinance Revisions**
Department:	**Public Safety - Police**
Date:	**October 4, 2007**
Type of Item:	**Legislation**

Summary Recommendation:
Staff requests City Council approve the resolution amending City Municipal Code, Title 7 Animal Control to be consistent with Summit County's Animal Control ordinance, 113-I and authorize the Mayor to sign the Memorandum of Understanding with Summit County for animal control services.

Topic: Animal Control Services

Background:
On September 13, 2007 staff brought before City Council a request to enter into a Memorandum of Understanding with Summit County for Animal Control Services and a revision of the City's Municipal Code, Title 7 Animal Control to conform with Summit County's animal control ordinance.

Council directed staff to revise Title 7 Animal Control and return for approval of the changes and authorization for the Mayor to sign the MOU with Summit County.

Analysis
Attached as Exhibit A is the resolution adopting the changes to Title 7 Animal Control, the amended Title 7 and as Exhibit B the Memorandum of Understanding with Summit County for provision of animal control services.

Adoption of Park City Municipal Code Title 7 making it consistent with the County's current ordinance, 113-I, and execution of the accompanying MOU will provide this Community with adequate laws to protect and govern pet owners and non-pet owners alike.

Department Review:
Legal Department, Budget and Grants, Public Works and the City Manager.

Alternatives:

Approve the Request:

Approving staff’s request completes the necessary steps to complete the MOU with Summit County for animal control services provision.

Deny the Request:
Council could choose to deny staff’s recommendation and choose another direction. However, this action would result in the continued inconsistent ordinances between Park City and Summit County.

Continue the Item:
Council could continue the item and direct staff to return with more information.

Do Nothing:
This would be the same as denying the request.

Significant Impacts/Consequences of not taking the recommended action:
The impacts of not taking the recommended action are not likely significant, but would maintain the status quo.

Recommendation:
Staff requests City Council approve the resolution amending City Municipal Code, Title 7 Animal Control to be consistent with Summit County’s Animal Control ordinance, 113-I and authorize the Mayor to sign the Memorandum of Understanding with Summit County for animal control services.

Attachments
Exhibit A - Resolution Amending Park City Municipal Code Title 7 Animal Control and amended Title 7
Exhibit B - MOU with Summit County for Animal Control Services

Ordinance No. 07-

AN ORDINANCE APPROVING AMENDMENTS TO PARK CITY MUNICIPAL CODE, TITLE 7 ANIMAL CONTROL, FOR CONSISTENCY WITH SUMMIT COUNTY'S ANIMAL CONTROL ORDINANCE 113-1

WHEREAS, Park City entered into a Memorandum of Understanding in September, 2006, with Summit County concerning provisions of animal control service, regulation, and enforcement by Summit County within the incorporated limits of Park City;

WHEREAS, at the time Park City Municipal Code Title 7 Animal Control was initially adopted, it was consistent with the Summit County code. Summit County has since updated their animal control ordinance which now reflects some differences with the City's code;

WHEREAS, amendment of Title 7 makes it consistent with the current Summit County's current ordinance 113-1, and along with the accompanying Memorandum of Understanding, will provide Park City with adequate laws to protect and govern the community in regard to animal control.

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

SECTION 1. AMENDMENT TO TITLE 7 ANIMAL CONTROL OF THE PARK CITY MUNICIPAL CODE. Title 7 is hereby amended as attached hereto as Exhibit A.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

Exhibit A

PARK CITY MUNICIPAL CODE
TITLE 7 – ANIMAL CONTROL

CHAPTER 1 - IN GENERAL

7- 1- 1. DEFINITIONS.

(A) **ANIMAL BOARDING ESTABLISHMENT**. Any establishment that takes in animals for boarding for profit.

(B) **ANIMAL GROOMING PARLOR**. Any establishment maintained for the purpose of offering cosmetology services for animals for profit.

(C) **ANIMAL SHELTER**. A facility owned and/or operated by a governmental entity or any animal welfare organization that is incorporated within the State of Utah ~~under U.C.A. Section 76-9-305, as amended,~~ and used for the care and custody of seized, stray, homeless, quarantined, abandoned, or unwanted dogs, cats small domestic animals.

(D) **~~ANIMAL~~ AT LARGE**. Any domesticated animal, whether or not licensed, not under restraint as defined below.

~~(E) **ANIMAL UNDER RESTRAINT**. Any animal under the control of its owner or person having charge, care, custody or control. A dog shall be considered under control of the owner when on a leash or lead, confined within a vehicle, or within the real property limits of the owner.~~

(**E**~~F~~) **BITE**. An actual puncture, tear or abrasion of the skin inflicted by the teeth of an animal.

(**F**~~G~~) **CATS**. Any age feline of the domesticated types.

(**G**~~H~~) **CATTERY**. An establishment for boarding, breeding, buying, grooming or selling cats for profit.

(H) DIRECTOR OF ANIMAL CONTROL. The director of the Summit County Department of Animal Control who is vested with the power and authority to enforce the provisions of this code.

(I) **DOG**. A canis over four months of age. Any canis under four months of age is a puppy.

(J) **DOMESTICATED ANIMALS**. Animals accustomed to live in or about the habitation of man, including but not limited to cats, dogs, fowl, horses, swine, goats, and cattle.

(K) **STRAY**. Any animal at large as defined herein.

(L) **GUARD DOG**. A working dog which must be kept in a fenced run or other suitable enclosure during business hours, or on a leash or under absolute control while working, so it cannot come into contact with the public. **This restriction does not apply to service dogs for people and governmental entities and dogs used for agricultural purposes.**

(M) **HOLDING FACILITY**. Any pet shop, kennel, cattery, groomery, animal shelter, humane establishment, or any other such facility used for holding animals.

(N) **KENNEL**. An establishment having four or more dogs for the purpose of boarding, breeding, buying, grooming, letting for hire, training for fee, selling, or agricultural use such as stock herding and guarding.

(O) **LEASH OR LEAD**. Any chain, rope or device used to restrain an animal.

(P) **NEUTER**. A surgical procedure performed on male animals in which its testicles are removed.

(Q) **PET**. A domesticated animal kept for pleasure rather than utility, including, but not limited to birds, cats, dogs, fish, hamsters, mice, and other animals associated with man's environment.

(R) **PET SHOP**. Any establishment containing cages or exhibition pens, not part of a kennel or cattery, wherein dogs, cats, birds, or other pets for sale are kept or displayed.

(S) **QUARANTINE**. The isolation of an animal in a substantial enclosure so that the animal is not subject to contact with other animals or unauthorized persons.

(T) **SPAY**. A surgical procedure performed on a female animal in which its ovaries and uterus are removed.

(U) UNDER RESTRAINT. Any animal under the control of its owner or person having charge, care, custody or control. A dog shall be considered under control of the owner when on a leash or lead, confined within a vehicle, or within the real property limits of the owner.

(**V**~~U~~) **VICIOUS ANIMAL**. Any animal which is dangerous or aggressive, including, but not limited to any animal which has bitten or in any other manner attacked any person or animal.

(**W**~~V~~) **VICIOUS DOG**.

(1) Any dog which, in a vicious or terrorizing manner, approaches any person in apparent attitude of attack upon the streets, sidewalks, or any public grounds or places;

(2) Any dog with a known propensity, tendency, or disposition to attack, to cause injury or to otherwise endanger the safety of human beings or animals; or

(3) Any dog which bites, inflicts injury, assaults, or otherwise attacks a human being or domestic animal on public or private property.

7- 1- 2. DEPARTMENT OF ANIMAL CONTROL.

Summit County has created a Department of Animal Control.

7- 1- 3. POWERS OF SUMMIT COUNTY ANIMAL CONTROL OFFICIALS.

(A) The **Director of Animal Control** ~~Summit County Animal Control Director~~ or any person employed by the Summit County Department of Animal Control as an animal control officer shall take the **Summit County** oath of office and shall be vested with the power and authority to enforce this Chapter.

(B) The **Director of Animal Control** ~~Summit County Animal Control Director~~, ~~[hereinafter "Director"]~~ his**/her** deputies, assistants and animal control officers are hereby authorized and empowered to apprehend and take with them and impound any animal found in violation of this Title and including licensable dogs for which no license has been procured in accordance with this Title, or any licensed or unlicensed dogs for any other violations.

(C) In the enforcement of this Title, any peace officer or the Summit County Director of Animal Control, or his **or her** assistants are authorized to enter onto the open premises of any person to take possession of any dog in violation of this Title.

7- 1- 4. DUTIES OF SUMMIT COUNTY ANIMAL CONTROL OFFICIALS.

(A) **ANIMAL CONTROL DIRECTOR**. The Director **of Animal Control** shall enforce this Title and perform other responsibilities pursuant thereto; supervise the animal shelter(s) under his **or her** jurisdiction; keep adequate records of all animals impounded and all monies collected; see that all animals and animal holding facilities in his **or her** jurisdiction are licensed, controlled and permitted in accordance with any applicable ordinance and/or regulations; and, establish, in cooperation with the Summit County Health Department and other interested governmental agencies, adequate measures for rabies immunization and control.

(B) **ANIMAL CONTROL OFFICERS**. The **Summit County** animal control officers shall enforce this Title in all respects pertaining to animal control within the jurisdiction including the care and impounding of animals and prevention of cruelty to animals; and carry out all duties prescribed or delegated by the Director **of Animal Control**.

CHAPTER 2 - LICENSING

7- 2- 1. DOG LICENSING.

(A) All dogs must be licensed each year, except as otherwise provided, to a person of the age of eighteen (18) or older.

(B) Any person owning, possessing or harboring any dog within Summit County shall obtain a license for such animal within thirty (30) days after the dog reaches the age of four (4) months, within ten (10) days of the acquisition of such dog or presence of such dog within Summit County. For a dog under the age of six (6) months, the Department of Animal Control may accept certification from a licensed veterinarian that the owner has deposited funds for spaying or neutering, then the dog may be licensed at the reduced fee. Said initial license shall be effective for one (1) year from the date of purchase and must be renewed annually thereafter.

(C) License renewal applications must be submitted annually to the Summit County Department of Animal Control, utilizing a standard form, which requests name, address and telephone number of the applicant and the breed, sex, color and age of the animal; the form also asks for pertinent information regarding rabies vaccinations. The application shall be accompanied by the prescribed license fee and by a current rabies vaccination certificate. Rabies vaccinations and certificates must be obtained every **three (3)** ~~two (2)~~ years, from either a licensed veterinarian or an authorized animal control officer.

(D) Dog licenses will be issued in accordance with fees as established by Summit County.

No dog shall be licensed as spayed or neutered without satisfactory proof that such surgery was performed on said dog.

(E) The license shall be effective one (1) year from the date of purchase after which a late fee may be imposed. Licenses for the following year may be purchased within thirty (30) days prior to the expiration date.

(F) No person or persons at any one residence within the jurisdiction shall at any one time own or license more than three (3) dogs in any combination except as otherwise provided. **Any person owning, possessing or harboring four (4) or more dogs must obtain a kennel permit from the Summit County Department of Animal Control.**

7- 2- 2. LICENSE TAG.

(A) Upon payment of the license fee, the Summit County Department of Animal Control shall issue to the owner a certificate and tag for each dog licensed. The tag shall have stamped on the license number corresponding with the tag number on the certificate. The owner shall attach the tag to the collar or harness of the animal and see that the collar and the tag are constantly worn. Failure to attach the tag as provided shall be in violation of this Title, except dogs which are kept for show purposes are exempt from wearing the collar and tag.

(B) Dog tags are not transferable from one dog to another. No refunds shall be made on any dog license fee for any reason whatsoever. Replacements for lost or destroyed tags shall be issued upon payment of the required fee to the Summit County Department of Animal Control.

(C) Any person removing or causing to be removed, the collar, harness, or tag from any licensed dog without the consent of the owner or keeper thereof, except a licensed veterinarian or animal control officer who removes such for medical and other reasons, shall be in violation of this Title.

7- 2- 3. LICENSING EXCEPTIONS.

(A) The provisions of Sections 7-2-1 and 7-2-2 herein shall not apply to:

(1) Licensed dogs whose owners are non-residents temporarily, up to thirty (30) days, within the jurisdiction; licensed dogs whose owners remain within the jurisdiction longer than thirty (30) days may transfer to the local license upon payment of the required fee and proof of current rabies vaccination; and

(2) Individual dogs within a properly licensed dog kennel or other such establishment when such dogs are held for resale or agricultural use.

(B) The fee provisions of Section 7-2-2 shall not apply to:

(1) Seeing-eye dogs properly trained to assist blind persons if such dogs are actually being used by blind persons to assist them in moving from place to place;

(2) Hearing dogs properly trained to assist deaf persons if such dogs are actually used by deaf persons to aid them in responding to sounds; and

(3) Dogs especially trained to assist officials of government agencies in the performance of their duties and which are owned by such agencies.

(C) Nothing in this section shall be construed so as to exempt any dog from having a current rabies vaccination.

CHAPTER 3 - VIOLATIONS

7- 3- 1. UNLAWFUL TO HARBOR STRAY DOGS.

It shall be unlawful for any person, except an animal welfare society incorporated within the State of Utah ~~under U.C.A. 76-9-305, as amended,~~ to harbor or keep any lost or stray dog. Whenever any dog shall be found which appears to be lost or strayed, it shall be the duty of the finder to notify the Summit County Animal Control Department within twenty-four (24) hours, and the Department **of Animal Control** shall impound the dog.

7- 3- 2. DOGS RUNNING AT LARGE.

It shall be unlawful for the owner or person having charge, care, custody or control of any dog to allow such dog at any time to run at large. The owner or person charged with responsibility for a dog found running at large shall be strictly liable for a violation of this section regardless of the precautions taken to prevent the escape of the dog and regardless of whether or not he or she knows that the dog is running at large. **The dog shall be** deemed “at large” unless personally controlled by leash or lead in condo common areas, public parks, parking lots open to public, ski areas, golf courses and shopping centers.

7- 3- 3. DOGS ON UNENCLOSED PREMISES.

It shall be unlawful for any person to chain, stake out, or tether any dog on any unenclosed premises in such a manner that the animal may go beyond the property line unless such person has permission of the owner of the affected property.

7- 3- 4. FEMALE DOGS IN HEAT.

Any owner or person having charge, care, custody or control of any female dog in heat shall, in addition to restraining such dog from running at large, cause such dog to be constantly confined in a building or secure enclosure so as to prevent it from attracting by scent or coming into contact with other dogs and creating a nuisance, except for planned breeding.

7- 3- 5. PLACES PROHIBITED TO DOGS.

(A) It shall be unlawful for any person to take or permit any dogs, whether loose or on a leash or in arms, in or about any establishment or place of business where food or food products are sold or displayed, including, but not limited to restaurants, grocery stores, meat markets, and fruit or vegetable stores.

(B) It shall be unlawful for any person keeping, harboring or having charge or control of any dog to allow said dog to be within **the following described areas**:

(1) Any water shed area so designated by ordinance or otherwise legally appointed, either now existing or to be defined in the future.

(2) Any construction site of a building, building improvement, road, utility, or other construction site during any time when actual construction or excavation activity is taking place.

(3) No owner or person shall cause or permit any dog owned by him/her or under his/her control or custody to enter any designated area where a sign or signs are posted bearing the legend "No Dogs Allowed", or other words to that effect.

(4) This section shall not apply to dogs provided for in Section 7-2-3(B).

7- 3- 6. DOGS ATTACKING PERSONS AND ANIMALS.

(A) **ATTACKING DOGS**. It shall be unlawful for the owner or person having charge, care, custody or control of any dog to allow such dog to attack, chase or worry any person, any domestic animal ~~having a commercial value~~, or any species of ~~hoofed~~ protected wildlife, or to attack domestic fowl. "Worry" as used in this section shall mean to harass by tearing, biting or shaking with the teeth, or without provocation to chase any animal or person or approach any person in an apparent attitude of attack when such person is in a place where he/she has a right to be.

(B) **OWNER LIABILITY**. The owner in violation of Section (A) above shall be strictly liable for violation of this section. In addition to being subject to prosecution under Section (A) above, the owner of such dog shall also be liable in damages to any person injured or to the owner of any animal(s) injured or destroyed.

(C) **DEFENSES**. The following shall be considered in mitigating the penalties or damages or in dismissing the charge:

(1) That the dog was properly confined on the premises; or

(2) That the dog was deliberately or maliciously provoked.

(D) **DOGS MAY BE KILLED**. Any person may kill a dog while it is committing any of the acts specified in Section (A) above or while such dog is being pursued thereafter.

7- 3- 7. ~~FIERCE, DANGEROUS OR~~ VICIOUS ANIMALS AND VICIOUS DOGS.

(A) It shall be unlawful for the owner of any ~~fierce, dangerous or~~ vicious animal **or vicious dog**, as those terms are defined herein, to permit such animal to go or be off the premises of the owner unless such animal is under restraint and properly muzzled so as to prevent it from injuring any person or property. ~~Every animal so vicious and dangerous that it cannot be controlled by reasonable restraints, and every dangerous~~

~~and vicious animal not effectively controlled by its owner or person having charge, care or control of such animal so that it shall not injure any person or property is a hazard to public safety, and~~

(B) The Director of Animal Control shall seek a court order for destruction of or muzzling of ~~the animal~~ **any vicious animal that is under restraint as defined herein, yet cannot be controlled by reasonable restraints and cannot be effectively controlled by its owner or person having charge, care, or control of such animal.**

7- 3- 8. NUISANCE.

Any owner or person having charge, care, custody or control of an animal or animals causing a nuisance as defined below shall be in violation of this Title and subject to the penalties provided herein. The following shall be deemed a nuisance:

(A) Any animal which:

(1) causes damages to the property of anyone other than its owner;

(2) is a vicious animal as defined herein and kept contrary to Section 7-3-7 above;

(3) causes unreasonable fouling of the air by odors;

(4) causes unsanitary conditions in enclosures or surroundings;

(5) defecates on any public sidewalk, park, or building, or on any private property without the consent of the owner of such private property, unless the person owning, having a proprietary interest in, harboring or having care, charge, control, custody or possession of such animal shall remove any such defecation to a proper trash receptacle;

(6) barks, whines or howls or makes other disturbing noises in an excessive, continuous or untimely fashion;

(7) attacks other domestic animals; or

(8) is determined by the Summit County Department of Animal Control or the City-County Health Department to be offensive or dangerous to public health, safety or welfare.

(B) Animals which, by virtue of the number maintained, are determined by the Summit County Department of Animal Control or the City/County Health Department to be offensive or dangerous to the public health, welfare or safety.

7- 3- 9. REVOCATION OF DOG LICENSE.

If the owner of any dog is found to be in violation of this Title on three (3) or more different occasions during any twelve (12) month period, the Director of Animal Control may ~~seek a court order revoking~~ **revoke** for a period of one (1) year any dog license(s) such person may possess and providing for the Department of Animal Control to pick up and impound any dog kept by the person under such order. Any dog impounded pursuant to such an order shall be dealt with in accordance with the provisions of this Title for impounded animals except that the person under the order of revocation shall not be allowed to redeem the dog under any circumstances.

7- 3-10. BITES, DUTY TO REPORT.

(A) Any person having knowledge of any individual or animal having been bitten by an animal of a species subject to rabies shall report the incident immediately to the Summit County Department of Animal Control.

(B) The owner of an animal that bites a person and any person bitten by an animal shall report the bite to the Summit County Department of Animal Control or the City/County Health Department within twenty-four (24) hours of the bite, regardless of whether or not the biting animal is of a species subject to rabies.

(C) A physician or other medical personnel who renders professional treatment to a person bitten by an animal shall report the fact that he/she has rendered professional treatment to the Summit County Department of Animal Control or the City/County Health Department within twenty-four 24 hours of his/her first professional attendance. He or she shall report the name, sex and address of the person bitten as well as the type and location of the bite. If known, he/she shall give the name and address of the owner of the animal that inflicted the bite, and any other facts that may assist the Summit County Department of Animal Control in ascertaining the immunization status of the animal.

(D) Any person treating an animal bitten, injured or mauled by another animal shall report the incident to the Summit County Department of Animal Control. The report shall contain the name and address of the owner of the wounded, injured or bitten animal, the name and address of the owner, a description of the animal, which caused the injury, and the location of the incident.

(E) Any person not conforming to the requirements of this section shall be in violation of this Title.

CHAPTER 4 - CONTROL OF RABIES AND RABID ANIMALS

7- 4- 1. RABIES VACCINATION REQUIRED FOR DOGS.

The owner or person having the charge, care, custody and control of a dog or cat four months of age or over shall have said animal vaccinated within thirty (30) days after it reaches said age. ~~Any person permitting any such animal to habitually be on or remain, or be lodged or fed within such person's house, yard or premises shall be responsible for said vaccination.~~ Unvaccinated dogs over four (4) months of age acquired by the owner or moved into the jurisdiction must be vaccinated thereafter every **thirty-six (36)** ~~twenty-four (24)~~ months with a modified virus rabies vaccine approved by the Summit County Health Department. Cats shall be vaccinated every **thirty-six (36)** ~~24~~ months. This provision shall not apply to veterinarian or kennel operators temporarily maintaining on their premises animals owned by others.

7- 4- 2. DUTIES OF VETERINARIANS AND TAG REQUIREMENTS.

(A) It shall be the duty of each veterinarian when vaccinating any animal for rabies to complete a certificate of rabies vaccination, in duplicate, which includes the following information:

(1) Owner's name and address;

(2) Description of animal (breed, sex, markings, age, name);

(3) Date of vaccination;

(4) Rabies vaccination tag number;

(5) Type of rabies vaccine administered; and

(6) Manufacturer's serial number of vaccine.

(B) A copy of the certificate shall be distributed to the owner and original retained by the issuing veterinarian. The veterinarian and the owner shall retain their copies of the certificate for the interval between vaccinations specified in this section. Additionally a numbered serialized metal or durable plastic rabies vaccination tag shall be securely attached to the collar or harness of all dogs. A dog not wearing such tag shall be deemed to be unvaccinated and may be impounded and dealt with pursuant to this Title.

7- 4- 3. TRANSIENT ANIMAL EXCEPTION.

The provisions of this Title with respect to vaccination shall not apply to any animal owned by a person temporarily remaining in the jurisdictions for less than thirty (30) days. Such animals shall be kept under strict supervision of the owner. It shall be unlawful to bring any animal into the jurisdiction which does not comply with animal health laws and import regulations.

7- 4- 4. IMPOUNDMENT OF ANIMAL WITHOUT VALID RABIES VACCINATION TAG.

(A) Any vaccinated animal impounded because of a lack of rabies vaccination tag may be reclaimed by its owner by furnishing proof of rabies vaccination and payment of all impoundment fees prior to release.

(B) Any unvaccinated animal may be reclaimed ~~prior to disposal~~ by payment of impound fees and by obtaining a rabies vaccination within seventy-two (72) hours of release.

(C) Any dog not reclaimed prior to the period shall be disposed of pursuant to provision of Section 7-5-3.

7- 4- 5. REPORTING OF RABID ANIMALS.

Any person having knowledge of the whereabouts of an animal known to have been exposed to, or suspected of having rabies, or of an animal or person bitten by such a suspect animal, shall notify the Summit County Department of Animal Control, the Summit County Health Department, or the State Division of Health.

7- 4- 6. QUARANTINING AND DISPOSITION OF BITING OR RABID ANIMAL.

(A) An animal that has rabies or shows signs of having rabies, and every animal infected with rabies or that has been exposed to rabies shall be reported by the owner as set forth above and shall immediately be confined in a secure place by the owner. **The Summit County Director of Animal Control has the discretion to allow the dog owner to secure the dog or to require the dog owner to surrender the dog to the Summit County Department of Animal Control.**

(B) The owner of any animal of a species subject to rabies, which has bitten, shall surrender the animal to an authorized official upon demand. Any person authorized to enforce this Title may enter upon private property to seize the animal; if the owner refuses to surrender the animal, the officer shall immediately obtain a search warrant authorizing seizure and impoundment of the animal.

(C) Any animal of a species subject to rabies that bites a person or animal or is suspected of having rabies may be seized and quarantined for observation for a period of not less than ten (10) days by the Summit County Department of Animal Control and/or the City/County Health Department. The owner of the animal shall bear the cost of confinement. The animal shelter shall be the normal place for quarantine, but other arrangements, including confinement by the owner, may be made by the Summit County Director of Animal Control and/or the director of health if the animal had a current rabies vaccination at the time the bite was inflicted or if there are other special circumstances justifying an exception. A person who has custody of an animal under quarantine shall immediately notify the Summit County Department of Animal Control if the animal shows any signs of sickness or abnormal behavior, or if the animal escapes confinement. It shall be unlawful for any person who has custody of a quarantined animal to fail or to refuse to allow a health or animal control officer to make an inspection or examination during the period of quarantine. If the animal dies within ten (10) days from the date of the bite, the person having custody shall immediately surrender the dog to the Summit County Department of Animal Control ~~notify the Department or immediately remove and deliver the head to the State Health laboratory to be examined for rabies~~. If, at the end of the ten (10) day **quarantine** period, the Summit County Director of Animal Control examines the animal and finds no sign of rabies, the animal may be released to the owner or in the case of a stray, it shall be disposed of as provided in Section 7-5-3.

~~**7- 4- 7. DISPOSITION AND IMPOUNDING OF BITTEN ANIMALS**~~.

(**D**~~A~~) **UNVACCINATED BITTEN ANIMALS**.

(1) In the case of an unvaccinated animal species subject to rabies, which is known to have been bitten by a known rabid animal, said bitten or exposed animal should be immediately destroyed.

(2) If the owner is unwilling to destroy the bitten or exposed animal, the animal shall be immediately isolated and quarantined for six (6) months under veterinary supervision, the cost of such confinement to be paid in advance by the owner. The animal shall be destroyed if the owner does not comply herewith.

(**E**~~B~~) **VACCINATED BITTEN ANIMALS**.

(1) If the bitten or exposed animal has been vaccinated, the animal shall be revaccinated within twenty-four (24) hours and quarantined for a period of forty-five (45) days following revaccination; or

(2) If the animal is not revaccinated within twenty-four (24) hours, the animal shall be isolated and quarantined under veterinary supervision for six (6) months.

(3) The animal shall be destroyed if the owner does not comply with this subsection.

(F)~~7- 4- 8.~~ REMOVAL OF QUARANTINED ANIMAL.

It shall be unlawful for any person to remove any such animal from the place of quarantine without written permission of the Summit County Summit County Department of Animal Control. It is unlawful for any person to permit, or suffer to escape, any such animal from its place of quarantine or impoundment.

(G)**~~7-4-9. TWO ATTACKS DEEMED A VICIOUS ANIMAL.~~** If any animal bites or attacks a person or animal two (2) times or more in a twelve (12) month period, such animal may be immediately impounded by the Summit County Department of Animal Control without court order and held at owner expense pending court action. Any such animal shall be deemed a vicious animal, and the Summit County Director of Animal Control may seek a court order or exercise discretion as provided in Section 7-3-7 for destruction of the animal. Parties owning such animal shall, if possible, be notified immediately of the animal's location by the Summit County Department of Animal Control.

CHAPTER 5 - IMPOUNDING

7- 5- 1. ANIMALS TO BE IMPOUNDED.

The Summit County Director of Animal Control shall place all animals which he/she takes into custody in a designated animal impound facility. The following animals may be taken into custody by the Director **of Animal Control** and impounded without filing a complaint:

(A) Any animal being kept or maintained contrary to the provisions of this Title;

(B) Any animal running at large contrary to the provisions of this Title;

(C) Any animal, which is by this Title required to be licensed and is not licensed. An animal not wearing a tag shall be presumed to be unlicensed for purposes of this section;

(D) Sick or injured animals whose owner cannot be located;

(E) Any abandoned animal;

(F) Animals, which are not vaccinated for rabies in accordance with the requirements of this Title;

(G) Any animal to be held for quarantine; or

(H) Any vicious animal not properly confined as required by Section 7-3-7.

7- 5- 2. ~~IMPOUNDING,~~ RECORDS TO BE KEPT.

Complete records shall be kept for all impounded animals and shall include the following information:

(A) The description of the animal, including tag number;

(B) The manner and date of impound;

(C) The location of the pickup and name of the officer picking up the animal;

(D) The manner and date of disposal;

(E) The name and address of the redeemer or purchaser;

(F) The name and address of any person relinquishing an animal to the impound facility;

(G) All fees received; and

(H) All expenses accruing during impoundment.

7- 5- 3. ~~IMPOUNDING:~~ DISPOSITION OF ANIMALS.

(A) Licensed animals shall be impounded for a minimum of five (5) working days before further disposition, except as otherwise provided herein. Reasonable effort shall be made to notify the owner of any animal wearing a license or other identification during that time. Notice shall be deemed given when sent to the last known address of the listed owner. Any animal voluntarily relinquished to the Summit County animal control facility by the owner for destruction or other disposition need not be kept for the minimum holding period before release or other disposition as herein provided.

(B) No dog or cat shall be released for adoption until such dog or cat is spayed or neutered unless payment for such spaying or neutering is deposited with the Summit County Department of Animal Control and the person to whom the dog or cat is released agrees, in writing, to cause such dog or cat to be spayed or neutered. Such agreement shall provide that the purchaser will have the dog or cat spayed or neutered within 120 days of the date of purchase.

Failure to spay or neuter such dog or cat shall be deemed a breach of the adoption contract and shall result in its termination, return of the dog or cat, and forfeiture of all amounts paid to Animal Control. All adoptions are conditional until the animal is spayed or neutered.

(C) All dogs, except for those quarantined or confined by court order, held longer than the minimum impound period, and all dogs voluntarily relinquished to the impound facility may be destroyed or sold as the Summit County Director **of Animal Control** shall direct. Any healthy dog may be sold to any person desiring to purchase such animal for a price to be determined by the Director **of Animal Control**, but not to exceed the fee set by Summit County, plus license, rabies vaccination, and/or spaying or neutering fees, if required.

(D) Any licensed animal impounded and having or suspected of having serious physical injury or contagious disease requiring medical attention, may, in the discretion of the Director of Animal Control, be released to the care of a veterinarian with the consent of the owner.

(E) The Director of Animal Control has the discretion to destroy an animal without regard to any time limitations otherwise established herein and without court order under the following circumstances: a) in the judgment of the Director of Animal Control, the animal should be destroyed for humane reasons; b)in the judgment of the Director of Animal Control, the animal should be destroyed to protect the public from the imminent danger to persons or property; or c)in the judgment of the Director of Animal Control, the animal is a vicious animal and is considered either at large or abandoned by its owner or person having charge, care, custody or control.

7- 5- 4. ~~IMPOUNDING~~ REDEMPTION.

(A) The owner of any impounded animal or his authorized representative may redeem such animal before disposition provided he/she pays:

(1) The impound fee;

(2) The daily board charge;

(3) Veterinary costs incurred during the impound period, including rabies vaccination; and

(4) License fee, if required.

~~No impound fee will be charged to the reporting owners of suspected rabid animals if they comply with Section 7-4-6 herein.~~

(B) Redemption fees shall be as established by Summit County.

7- 5- 5. IMPOUND FEES FOR VOLUNTARY RELINQUISHMENT BY OWNER.

Whenever any dog or cat is voluntarily relinquished by the owner thereof to the animal control facility for destruction or other disposition as provided by Section 7-5-4 of this Title, a ~~fee shall be paid by such owner of ten dollars ($10.00)~~ **donation may be given by such owner** for each dog, for each litter of dogs, ~~and five dollars ($5.00)~~ for each cat or for each litter of cats so relinquished.

7- 5- 6. ANIMAL SHELTER.

(A) The governing authority shall provide suitable premises and facilities to be used as an animal shelter where impounded small animals can be adequately kept. They shall purchase and supply food and supply humane care for impounded animals.

(B) The governing authority shall provide for the painless and humane destruction of dogs and other animals required to be destroyed by this Title or by the laws of the State of Utah.

(C) The governing authority may furnish, when necessary, medical treatment for such animals as may be impounded pursuant to this Title.

CHAPTER 6 - CRUELTY TO ANIMALS PROHIBITED

7- 6- 1. PHYSICAL ABUSE.

It is unlawful for any person to willfully or maliciously kill, maim, disfigure, torture, beat with a stick, chain, club or other object, mutilate, burn or scald, overdrive or otherwise cruelly set upon any animal. Each offense shall constitute a separate violation. An exemption will exist for agricultural animals that are branded, ear marked, or otherwise marked for identification purposes.

7- 6- 2. ~~HOBBLING ANIMALS~~ TRANSPORTING ANIMALS.

It is unlawful for any person to carry or confine any animal in or upon any vehicle in a cruel or inhumane manner, including but not limited to, carrying or confining such animal without adequate ventilation or for an unusual length of time.

7- 6- 3. CARE AND MAINTENANCE.

It shall be the duty of any person to provide any animal in his charge or custody, as owner or otherwise, with adequate food, drink, care(which shall include veterinary care), and shelter.

7- 6- 4. ANIMAL POISONING.

Except as provided in Section 7-5-6 herein, it shall be unlawful for any person by any means to make accessible to any animal, with intent to cause harm or death, any substance, which has in any manner been treated or prepared with any harmful or poisonous substance. This provision shall not be interpreted so as to prohibit the use of poisonous substances for the control of vermin in the furtherance of the public health when applied in such a manner as to reasonably prohibit access to other animals.

7- 6- 5. INJURY TO ANIMALS BY MOTORISTS.

(A) Every operator of a motor or other self-propelled vehicle upon the streets of the jurisdiction shall immediately upon injuring, striking, maiming, or running down any domestic animal give such aid as can reasonably be rendered. In the absence of the owner, he shall immediately notify the Summit County Department of Animal Control, furnishing requested facts relative to the injury.

(B) It shall be the duty of such operator to remain at or near the scene until such time as the appropriate authorities arrive, and upon the arrival of such authorities, the operator shall immediately identify himself to such authorities. Alternatively, in the absence of the owner, a person may give aid by taking the animal to the animal control facility or other appropriate facility and notifying the Summit County Department of Animal Control. Such animal may be taken in by the animal control facility and dealt with as deemed appropriate under the circumstances.

(C) Emergency vehicles are exempted from the requirements of this provision.

7- 6- 6. ANIMALS FOR FIGHTING.

(A) It shall be unlawful for any person, firm, or corporation to raise, keep or use any animal, fowl or bird for the purpose of fighting or baiting; and for any person to be a party to or be present as spectator at any such fighting or baiting of any animal or fowl; and for any person, firm or corporation to knowingly rent any building, shed, room, yard, ground or premises for any such purposes as aforesaid, or to knowingly suffer or permit the use of his/her buildings, sheds, rooms, yards, grounds or premises for such purposes.

(B) Law enforcement officers or the Summit County Department of Animal Control officials may enter any building or place where there is an exhibition of fighting or baiting of a live animal, or where preparations are being made for such an exhibition, and the law enforcement officers may arrest persons there present and take possession of all animals engaged in fighting, along with all implements or applications used in such exhibition. This provision shall not be interpreted to authorize a search or arrest without a warrant such is required by law.

7- 6- 7. MALICIOUS IMPOUNDING.

It shall be unlawful for any person maliciously to secrete or impound the animal of another.

CHAPTER 7 - REGULATION OF KENNELS, PET SHOPS ETC.

7- 7- 1. KENNEL PERMITS.

(A) Any person wishing to operate or maintain a kennel, cattery, pet shop or groomery must first obtain a kennel license from the Summit County Department of Animal Control. Said kennel license shall be issued upon payment of the fee and a statement from the Summit County Planning Department or appropriate city official that a kennel is a permitted use under the zoning regulations in effect for the area of the proposed kennel.

(B) A valid kennel license shall be posted in a conspicuous place in each establishment and said license shall be considered as appurtenant to the premises and not transferable to another location. The licensee shall notify the Summit County Department of Animal Control within thirty (30) days of any change in his establishment or operation, which may affect the status of his/her license. In the event of a change in ownership of the establishment, the licensee shall notify the Summit County Department of Animal Control immediately. Licenses shall not be transferable from one owner to another.

(C) Any license issued pursuant to this section shall automatically expire on December 31st, immediately following date of issue. During the first three (3) months of each year the licensee shall apply for a renewal of the license and pay the required fee. Any application made after March 31, except an application for a new establishment opening subsequent to that date, shall be accompanied by a late application fee in addition to the regular permit fee.

(D) LICENSE FEES. License fees shall be as established by Summit County.

7- 7- 2. STANDARDS FOR PERMITTED ESTABLISHMENT.

The Summit County Department of Animal Control shall promulgate rules and regulations governing the operation of kennels, catteries, groomeries, pet shops. Such rules and regulations shall provide for the type of structures, buildings, pens, cages, runways or yards required for the animal sought to be kept, harbored or confined on such premises; the manner which food, water and sanitation facilities will be provided to such animals; measures relating to the health of said animals, the control of noise and odors, and the protection of person or property adjacent premises; and other such matters as the Director of Animal Control shall deem necessary. Such rules and regulations shall have the effect of law, and violation of such rules and regulations shall be deemed a violation of this Title and grounds for revocation of a permit issued by the Summit County Department of Animal Control.

7- 7- 3. SUSPENSION OR REVOCATION OF PERMIT.

Any permit granted under this Title may be suspended or revoked by the County Sheriff for violation listed in part (A) below.

(A) **GROUNDS**. A permit may be suspended or revoked or a permit application rejected on any one or more of the following grounds:

(1) Falsification of facts in a permit application;

(2) Violation of any of the provisions of this Title or any other law or regulation governing the establishment including noise; or

(3) Conviction on a charge of cruelty to animals.

(B) **PROCEDURE**. If an inspection of kennels, catteries, groomeries, pet shops, reveals a violation of this Title, the inspector shall notify the permit holder or operator of such violation by means of an inspection report form or other written notice. The notification shall:

(1) Set forth the specific violation(s) found;

(2) Establish a specific and reasonable period of time for the correction of the violations found; and

(3) State that failure to comply with any notice issued in accordance with the provisions of this Title may result in immediate suspension of the permit.

7- 7- 4. EMERGENCY SUSPENSION.

(A) Notwithstanding the other provisions of this Title, when the inspecting officer finds unsanitary or other conditions in the operation of kennels, catteries, groomeries, pet shops, or a similar establishment, which in his judgment, constitute a substantial hazard to public health, he/she may, without warning or hearing, issue a written notice to the permit holder or operator citing such condition specifying the corrective action to be taken. Such order may state that the permit is immediately suspended and all operations are to be discontinued. Any person to whom such an order is issued shall comply immediately. Any animals at such a facility may be confiscated by the Summit County Animal Control Department and impounded or otherwise provided for according to the provisions of this Title.

(B) **NOTICE**. Notice provided for under this section shall be deemed to have been properly served when the original of law inspection report form or other notice has been delivered personally to the permit holder or person in charge, or such notice has been sent by certified mail to the last known address of the permit holder. A copy of such notice shall be filed with the records of the Summit County Department of Animal Control.

7- 7- 5. INTERFERENCE WITH OFFICERS PROHIBITED.

It is unlawful for any person to do any act which hinders, delays, interferes with or obstructs an animal control officer while engaging in the discharge of their duties, including furnishing false information to such.

CHAPTER 8 - DOMESTICATED ANIMALS

7- 8- 1. DOMESTICATED ANIMALS.

It is unlawful for the owner or person having charge, care, or custody of any domesticated animal to allow such to be at large. Domestic animals include horses, cattle, sheep, pigs, goats, etc.

CHAPTER 9 – VIOLATION; SEVERABILITY

7-9-1. VIOLATION.

Any person violating the provisions of this Title either by failing to do those acts required herein or by doing any act prohibited herein, shall be subject to a fine in an amount not to exceed that fine as established by Summit County or imprisoned in the Summit County jail not to exceed ninety (90) days, or both such fine and imprisonment or such further fines and imprisonments provided for a class C misdemeanor pursuant to §76-3-101 et. seq., U.C.A. 1953, as amended. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such. In addition, Summit County may also pursue civil remedies for any violation of this Title.

7-9-1. SEVERABILITY.

If any provision, clause, sentence, or paragraph of this Title or the application to any person or circumstance shall be held to be invalid, such invalidity shall not affect the other provisions or applications of this Title which can be given effect independent from the invalid provision or application, and to this end of the provision of this Title are hereby declared to be severable.

Exhibit B

MEMORANDUM OF UNDERSTANDING CONCERNING ANIMAL CONTROL WITHIN SUMMIT COUNTY

This agreement is made and entered into this 4th day of October, 2007, between SUMMIT COUNTY and PARK CITY, an incorporated municipality of the State of Utah.

WHEREAS, the parties have the authority to provide animal control services to their respective citizens through the establishment and operation of an animal control department; and,

WHEREAS, Summit County has been providing animal control services to Park City; and,

WHEREAS, pursuant to U.C.A. Section 11-13-101 et. seq., the "Interlocal Cooperation Act," the parties may enter into an agreement to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage in order to provide services and facilities in a manner that will address geographic, economic, population and other factors influencing the needs and development of the local communities; and,

WHEREAS, Park City desires to use Summit County's animal control services because Summit County already has the facility and personnel;

NOW, THEREFORE, in consideration of the fulfillment of the mutual promises, terms and conditions set forth, the parties agree as follows:

1. <u>Purpose of the Agreement.</u> The purpose of this Memorandum of Understanding is to have a written understanding that Summit County will provide animal control services for Park City.

2. <u>Agreement to Provide Services.</u> Summit County will provide animal control services to Park City according to Summit County's Animal Control Ordinance, 113-I, as amended. (See Exhibit A, attached to this Memorandum of Understanding) Summit County will provide these services at no cost to Park City and Summit County will keep any money collected from any fees as described in Ordinance 113-I, as amended. Only Summit County equipment and employees will be used for animal control services. Both parties understand that, despite this agreement, Park City's law enforcement officials will still enforce the Park City Municipal Code relating to animal control and will utilize Summit County equipment and employees when deemed necessary. Summit County will provide its own insurance to cover liability for animal control services provided by the county employees.

3. <u>Administration.</u> Both parties agree that there is no separate entity created by this Agreement to carry out its provisions and to the extent that this Agreement requires administration as set forth herein, it shall be administered by the

governing bodies. There shall be no real or personal property acquired jointly by the parties as a result of this Agreement.

4. No Third Party Beneficiary. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action for any cause whatsoever.

5. Entire Agreement. This Agreement contains the entire agreement between the parties and shall not be modified or changed in any manner except by an instrument in writing executed by both parties. If any term or provision of this Agreement or application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

6. Notices. All notices, demands, requests and other writings required or permitted to be given shall be deemed duly given if delivered or if mailed by registered or certified mail, postage prepaid, if addressed to the following:

Summit County
Attn: Anita Lewis
P.O. Box 128
Coalville, Utah 84017

Park City Municipal Corporation
Legal Department
P O Box 1480
Park City, Utah 84060

7. Duration. This Agreement will continue without expiration until one or both parties notify the other in writing to terminate the Agreement. If a party desires to terminate the Agreement, the party shall provide sixty days advance written notice as provided for in paragraph 6. However, pursuant to Utah Code Annotated §11-13-216, this Agreement shall not extend for a term exceeding fifty years.

SUMMIT COUNTY

____
Robert Richer, Chairperson
Board of County Commissioners

ATTEST:

____
Kent Jones, Clerk

PARK CITY MUNICIPAL CORPORATION

____
Mayor Dana Williams

ATTEST:

____
Janet M. Scott, City Recorder