PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 1, 2009

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, October 1, 2009.

Closed Session
2:00 p.m. Property, litigation and personnel

Work Session
4:30 p.m. Council questions/comments
4:40 p.m. For hire vehicles licensing P. 5 - 11
5:10 p.m. Comstock Drive sidewalk project P. 12 - 36

- Public input

5:50 p.m. Break

Regular Meeting
6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF SEPTEMBER 17, 2009

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

1. Consideration of an Ordinance approving a plat for Gigaplat, located at 1897 Prospector Avenue, Park City, Utah
   (a) Public hearing
   (b) **Motion to continue to a date uncertain**

2. Consideration of an Ordinance approving the 593 plat amendment, located at 593 Park Avenue, Park City, Utah P. 47 - 55
(a) Public hearing
(b) Action

3. Consideration of an Ordinance extending the approval of the Kentay Subdivision, a replat of a portion of Lots 7 and 8, Block 23 of the Park City Survey, and including an adjacent parcel, located at 430 Main Street, Park City, Utah P. 56 - 71
(a) Public hearing
(b) Action

4. Consideration of an Ordinance approving the Sandstone Cove Plat Amendment, located at the Sandstone Cove Subdivision, Park City, Utah P. 72 - 82
   (a) Public hearing

(b) Action

5. Consideration of an Ordinance amending Ordinance No. 07-57 increasing the Business Promotion Tax on all businesses within the boundaries of the Main Street Business Improvement District P. 83 - 99

(a) Public hearing
(b) Action

6. Consideration a four-year contract, in a form approved by the City Attorney, with Ampco System Parking for parking services in the annual amount of $244,970 P. 100 - 118

VI ADDITIONAL DISCUSSION – AGENDA ITEMS

VII ADJOURNMENT

A majority of 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.

See: 09/28/09
www.parkcity.org

PARK CITY HOUSING AUTHORITY
SUMMIT COUNTY, UTAH
OCTOBER 1, 2009

PUBLIC NOTICE IS HEREBY GIVEN that the Housing Authority of Park City, Utah will hold its meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah immediately following the adjournment of the City Council meeting, as described below on Thursday, October 1, 2009.

I ROLL CALL

II PUBLIC INPUT *(Any matter of Housing Authority business not scheduled on agenda)*

III MINUTES OF MEETING OF JULY 9, 2009 P. 119 - 120

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

Consideration of an Amended Affordable Housing Agreement with Park City and United Park City Mines Company/Talisker P. 121 - 129

V ADJOURNMENT

A majority of 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.

See: 09/28/09
www.parkcity.org

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

October 2009

1 **Liza gone**
8 **Joe gone**
H1N1 update - Katie Mullaly, Summit County Health Department
Direction on lease of City facilities
Snow Creek selection policy – 30 min
Bonanza Drive truck traffic – MC
PC Heights annexation
Amended PCMC/Summit County Transportation Agreement - KC
15 City website presentation - work (20 min) SR
MFL Mountain Town Stages Pub Crawl – partial closure of Main Street – 7 p.m. – 9 p.m. 10/24
Old business - Appeal of the Planning Commission's July 8, 2009 approval of a conditional use permit application submitted by North Silver Lake Lodge LLC – appellants, adjacent owner associations represented by Clyde Snow, Attorneys at Law
Sundance supplemental agreement
22 **No meeting**
29 The Montage field trip 3 p.m. – 4:30 p.m.
Hot air balloon update (20 min) - MD
Ordinance approving a plat for Gigaplat, 1897 Prospector Avenue, Park City, Utah – old business
Ordinance approving the Glory Hole Subdivision, located at 518 Deer Valley Drive, Park City, Utah
Ordinance approving the 1440 Empire plat amendment, located at 1440 Empire Avenue, Park City, Utah

November 2009

3 *General Election*
5 Marsac Building open house around 4 p.m. – 7 p.m. (light agenda)
Ordinance approving amendments to the Land Management Code of Park City, Utah to address revisions to Sections 15-2.1-5, 15-2.2-5, and 15-2.3-5 clarifying attic space and Section 15-15, Definitions
12 *General election canvass*
19
26 Thanksgiving

December 2009

3 Extraordinary funding requests review
10 Insurance Placement for 2010
17 Agency minutes

Pending Items:

Business license policy
Performance measures
Resolution amending (or replacing) Resolution No. 20-07, adopting Affordable Housing Guidelines and Standards for Park City, Utah
Carrying capacity/market analysis survey
Wild land interface issues

City Council Staff Report

Subject: For Hire Vehicles
Author: Shelley Hatch, Analyst II
Department: Finance Department
Date: October 1, 2009
Type of Item: Informational

Summary Recommendations: This report is for information only. No action is required. Staff recommends that Council solicit input from the For Hire Vehicle industry, and the public. Staff recommends that Council concur with Staff plan to develop a proposal for an in-depth study of Park City's taxi/ground transportation service.

Topic/Description:
Discussion of how to address issues raised by licensed transportation companies and For-Hire Vehicles

Background:
In 1998, Park City Council adopted an ordinance regulating the Taxi and Shuttle industry in Park City. The ordinance largely mirrored Salt Lake City's For Hire Vehicle ordinance, but did contain some changes to reflect Park City's unique resort community. Franchising the Taxi Industry was discussed, but ultimately was decided against. The Taxi Industry did not support a franchise system at that time. The 1998 discussion led to an ordinance that required the use of identification stickers and vehicle inspections for For-Hire Vehicles.

In May of 2002 after receiving complaints from local transportation companies, City Council directed Staff to examine possible solutions to enforcement and administration concerns related to the City's taxi ordinance. In sum, the complaints generally concerned enforcement, identification stickers and licensing procedures. To address these concerns, in October 2002, City Council made the following policy decisions and corresponding revisions to the ordinance:

1. Require application of taxi stickers to the vehicle in the presence of the business license clerk. This would help the enforcement to identify the licensed taxis.
2. Inspect all vehicles for proper permanent identification.
3. For all new applications, verify all drivers have the proper Class Z endorsement.
4. Create an enforcement policy and strategy that did not negatively impact tourist and customers.
5. Limit police from pulling over and citing taxi cabs with passengers when there is only a sticker/for hire license violations.
6. Combine the three previous license categories: taxi, shuttle, and combined taxi/shuttle into a single license per the transportation company's request. This resulted in the present license structure which bunches all three types of service into the For-Hire License ("FHL") category and there will be one single fee.

On March 27, 2009, Donnie Novelle owner of Park City Transportation e-mailed the Mayor and Council with her concerns of the high number of “For Hire Vehicles” that conduct business in the City during the peak times. Ms. Novelle expressed concern for the welfare of citizens, guest, surrounding businesses, neighborhoods and wildlife. Ms. Novelle also expressed concern about unlicensed companies known as “gypsy cabs” that operate within the City and licensed companies that only operate during the peak/special event periods. Ms Novelle saw several gypsy cabs on Main Street during Sundance with handwritten signs in the window saying “Taxi” and no business license sticker in the rear window. Ms. Novelle’s concerns include the reliability of the cabs, whether they carry the proper insurance, are paying taxes on their revenue, parking in residential zones and on the streets, and causing traffic congestion.

On May 12, 2009 staff held a meeting with the For Hire Vehicle Business owners to discuss their concerns and find a way to address those concerns. The following issues were discussed:

- Separate the Black Car Service from the Taxi service.
- Restrict the number of For Hire Vehicles
- Ban Payola: Payments to individuals such as doormen for calling a specific company.
- Require Taxi stickers for drop offs
- Require Office space to be in the city limits
- Set up a central phone system
- Setting up a Staging area
- Additional Enforcement
- Franchise the Taxi Industry
- Prohibit Idling

Attendance

JOHN DELONG	POWDER FOR THE PEOPLE
ROBERT OBRIEN	649-TAXI
CHUCK VERNSEY	PARK CITY DIRECT SHUTTLE
SPIKE	PREMIER
ZAFOD	MUSIC TAXI
ROB TAYLOR	P.C. PREMIER TRANS.
CHRIS ONEILL	P.C. PREMIER TRANS.
STUART ROSEN	ACE LIMO
RANDY CURTIS	EXPESS SHUTTLE
VICTOR SOLIZ	A-LINE TRANS.
DONNIE NOVELLE	PC TRANSPORTATION
DIANIA TURNER	DEEP POWDER TRANS
RYAN APPEL	SKI TAXI
KYLE GERVUIS	PEAK TRANSPORTATION
ALAN POWELL	PEAK TRANSPORTATION

SPENCE PECHT	FREESTYLE TRANS
BOB GARCIA	CITIRIDE
GORDON CUMMINS	ALL RESORT
MIKE WILHUH	ALL RESORT
DAVE DAVIS	P.C.T.
RYAN PETTY	ELITE LIMOUSINE
MAE TERBURG	VIP LIMOUSINE

The For-Hire Industry was unable to reach a consensus as to which issues to pursue. The For-Hire Industry generally wants to protect their business from unlicensed transportation and licensed transportation that only operates during the busy time such as Sundance and the Ski Season.

The For-Hire Industry was informed that the City can not restrict competition. The City can only implement ordinances and licensing requirements that are for the health, safety and welfare of the citizens and visitors of Park City.

The For-Hire Industry contains a mix of differing interests. Increasing the license requirements was viewed by some as helpful and other as any increased burden on legitimate companies. Limiting the number of licensed companies by freezing the number of licensed taxi companies was discussed, but would prevent companies that aspire to expand from growing. A Franchise system would allow a company(ies) the exclusive right to the Park City market and would ease enforcement issues, but would not allow the large number of licensed companies that currently operate in the City to stay in business.

As Staff was unable to get a clear direction from the meeting, a follow up meeting was scheduled for June 16th, 2009. The industry was asked to see if a consensus or majority view could be reached concerning any of the proposed suggestions.

On June 16, 2009, an additional meeting with the For-Hire industry was held. At the end of the meeting Staff distributed a survey to asses whether there was a consensus as to which issue(s) to pursue. Staff presented a survey with five topics for the For-Hire Business. In this survey, For Hire business owners were asked to number their preferred action from one to five, one being the highest priority. Of the # of people at the meeting, # filled out the survey. The proposed alternatives were to separate Black Car Service, conduct a Franchise Study, Additional enforcement, restrict the number of For-Hire Vehicles, and finally other (write in).

1. Separate Black Car service
   - 3 was marked 1
2. Franchise Study
   - 2 was marked 1
3. Restrict the Amount of Vehicles
   - 3 was marked 1
4. Extra Enforcement
   - 1 was marked 1

5. Other
    - 1 was marked 1 (comment) “At this point I would say leave it as is.”

Staff was unable to find a clear direction from the For Hire Vehicle Industry. Staff and Council have attempted to address this further regulation of the industry in the past, but have been unable to develop a satisfactory regulatory scheme. Staff approached Dr. Ray Mundy for information on conducting a Transportation Study. Dr. Mundy is the Director of the Tennessee Transportation & Logistics Foundation. He has worked with Salt Lake City and the Salt Lake City Airport and many others in developing Transportation Studies to address customer service and taxi industry issues.

Dr. Ray Mundy met with the City. During that meeting Donnie Novelle’s letter as well as information gathered from the two public meetings with the For Hire Vehicle Industry was discussed. Dr. Mundy has submitted a proposal to conduct a transportation study for the City based on these discussions. He identified four goals of such a study. These goals would be to (1) assist our year-round local transportation companies by providing greater stability to their ability to serve both peak and off peak demand: (2) Ensure that the supply of taxi and other ground transportation services are adequate to serve peak season demand including special occasions such as the Sundance Film Festival: (3) To develop a stronger local taxi/ground transportation ordinance that leads the industry toward the use of alternative fuels and greater services to the transportation disadvantaged: and finally (4) an appropriate fee structure that captures all city costs involved in the regulation of taxis and all public/private ground transportation services.

The proposed goals can be modified if Council desires. The estimated cost of a study, is roughly $32,000. If staff intends to go forward with a transportation study and a request for proposal will be done.

Analysis:
Staff was unable to find a clear consensus from the For-Hire Industry on what modifications to the code they would like to have. The For-Hire Industry contains a variety of differing interests and no consensus as to a direction to take could be reached. Because of this, Staff recommends holding a public hearing to consider public input from the For-Hire Industry and the public. Below is a summary of different topics that were discussed at the meetings with Staff and transportation companies.

1) Separate Black Shuttle Service from Taxi Service: Presently, the Municipal Code groups together all shuttles, taxis, and transportation services. This change was made in 2002 to make enforcement easier. For example, presently if a drop off is made without a sticker that drop-off was likely a violation of the municipal code. If services are separated, it would be difficult to tell whether a drop off was done by a Black Shuttle Service or by a un-stickered Taxi Cab.
2) Conduct a market study and limit the number of cabs within the Park City limits: A market study will help determine the demand for the For Hire Vehicle industry in Park City. This information would help to determine if Park City

market is oversupplied, and also evaluation the level of service customers are receiving. This market study would also be a prerequisite to capping the number of FHV licensed or Franchising the Industry. Although this study is a prerequisite to Capping or franchising the system, conduction a study does not mean that the City will have to pursue either path. The study may also contain other suggestions that have not been considered. After a study provides information on the needs of Park City, the City may consider capping the number of Cabs at a level that meets those needs. Capping the number of For Hire Vehicles may have the unintended consequence of creating a system where the license to operate a For Hire Vehicle in Park City is bought and sold in the private marketplace.

3) Ban the Payment of Referral fee: Referral fees or Payola is paid by a For Hire Business to a hotel doorman or other individual for using that Company. If enacted this ordinance would be very difficult to enforce.
4) Change the Municipal Code to require stickers for Drop-Offs: Legal has reviewed this request. Such a requirement is prohibited by interstate commerce law. No Utah municipality has such a requirement.
5) Requiring a FHV business to have an office within Park City limits: Legal has reviewed this request. Park City unable to enact such a requirement as Utah Code prevents the City from favoring local businesses.
6) Central referral phone system: Only the FHV Industry can implement this option, the City can not set up a central referral phone system.
7) Set up staging areas: Staging areas have been investigated in the past and found that numerous taxi companies do not like the concept and would not voluntarily use it. Taxi operators generally feel it is important to be close to where their customers are (i.e. on Main Street). Staff does not think a taxi staging area, by itself, will be successful. Kent Cashel has been working with the Historic Main Street Business Alliance subcommittee since summer 2008 to determine:
    - If taxi, hotel shuttle and bus activity on Main Street was significantly impacting traffic circulation.
    - What mitigation factors, if any, should be implemented?

   This committee was not clear on the level of impact taxis, shuttle buses and buses were having on Main Street Circulation. The committee recommended Staff gather data over the winter of 2008-09 to determine the location, nature and level of traffic impacts. Staff gathered this data and is in the process of analyzing this and determining what, if any Mitigation measures are appropriate. Once this is complete Staff will meet with the HMBA subcommittee and the taxi industry to discuss these findings and make recommendations. Staff expects that a staging area program will require the implementation of stricter taxi licensing requirements, code modifications, enhanced enforcement and most likely a consumer education program. These program elements will represent increased administrative and enforcement burden for the City and bring with it significant associated costs.
8) Increased Enforcement: Presently, all licensed For-Hire Vehicles (FHV) are required to have a Park City Transportation Sicker. This sticker allows the

driver to pick up individuals with Park City limits. No sticker is required for dropping off individuals within City limits. Council has previously directed the Police not to stop vehicles that make a pick up without a sticker. This was done because of the negative impact stopping a FHV has on the innocent passengers who usually are tourists. The only time that the Police can stop an unlicensed For Hire Vehicles in the City for soliciting business is in between a stop and a pickup. Business licensing has a complaint form which the For Hire Vehicle industry can use to submit reports of unlicensed For Hire Vehicle activity. Code enforcement actively follows up on these complaints. Staff will continue to actively enforce the Municipal Code, but recognize the licensed FHV industries frustration that the lack of immediate consequences creates. The FHV industry requested increased enforcement. Staff explained the complaint procedure and the reason for the current system.

9) Franchise the Industry: After the study provides information on the needs to Park City, the Council may consider franchising the FHV industry. This would allow Park City to exercise greater control over the FHV industry. It would also allow FHV to earn a fair wage. It is likely, however, that any franchise agreement would be limited to a few companies. In all likelihood many of the existing licensed companies would not receive the franchise.
10) Prohibit Idling: The City wants to continually improve the efficient use of vehicle fuels in an effort to reduce operating costs and emissions. Park City has an internal staff directive that only applies to City Vehicles. The current City policy is as follows: When the City Vehicles are not in traffic lanes, idling is prohibited (except under the limited conditions listed below):
    i. When the ambient temperature is below 32 degrees F, vehicles and equipment will not be idled more than 3-5 minutes. This applies to start and warm up, waiting on jobsites and at material suppliers and end of day cool down.
    ii. For the health and safety of operators, there will be occurrences when vehicles may be left running. Examples include idling during traffic control operations when overhead lights are in operation for safety, additional idling at first startup to build safe operating air pressure and protection from the elements or for the use of the vehicle safety features (including the use of air conditioning in street sweepers to keep dust out of the cab).

In addition to prohibiting the idling of City vehicles, Park City restricts the idling of delivery vehicles on Main Street and/or Swede Alley (see ordinance 9-8-3). City Council has directed the Environmental Sustainability Staff to assess the resources needed for implementation and enforcement of a City-wide anti-idling ordinance and Staff is currently in the process of investigating these requirements.

11) Do nothing. No action would result in no changes to the problems expressed by the For Hire Vehicle Industry, and will perpetuate the continuing existence of gypsy taxis and licensed vehicles that only operate during peak season.
12) Do a Transportation Study: Staff discussed with the For Hire Vehicle Industry doing a transportation Study. Such a study would determine the severity of the problems expressed by the Industry. A Transportation Study can be tailored to meet different goals, but at present Staff and Dr. Mundy have identified the following goals for a Park City transportation Study: (1) Assist our year-round local transportation companies by providing greater stability to their ability to serve both peak and off peak demand: (2) Ensure that the supply of taxi and other ground transportation services are adequate to serve peak season demand including special occasions such as the Sundance Film Festival: (3) To develop a stronger local taxi/ground transportation ordinance that leads the industry toward the use of alternative fuels and greater services to the transportation disadvantaged: and finally (4) An appropriate fee structure that captures all city costs involved in the regulation of taxis and all public/private ground transportation services. The estimated cost of such a study is roughly $32,000. Staff will explore the potential for funding of this study with existing budget allocations, but it's possible that staff will request an operating budget adjustment for this study in the spring. However, if council were to ultimately adopt one of the recommendations resulting from the study, the cost of the study would be built into the new pricing structure for the next renewal fees.

Department Review:
City Manager, Finance, Legal, Police, Sustainability, Public Works

Significant Impacts:
If directed to develop a proposal for a Transportation Study that Transportation Study will require an expenditure by the City. Currently a Study is estimated to cost roughly $32,000. There are not funds budgeted for this Study. Once the request for proposal. are received Staff will return with a discussion of funding alternatives and Staff impacts.

Consequences of not taking the recommended action:
This issue will remain unresolved.

Recommendation:
Staff recommends that Council solicit input from the FHV industry, and public. Staff recommends that Council direct Staff to develop a proposal for an in-depth study of Park City's taxi/ground transportation service.

City Council Staff Report

Subject: Comstock Sidewalk
Author: Heinrich Deters, Trails Coordinator
Date: October 1, 2009
Type of Item: Informational

Recommendation:
Affirm direction to construct a sidewalk on the east side of Comstock Drive, consistent with WALC committee recommendations.

Background
On June 18, 2009 City Council directed staff to construct a sidewalk on the east side of Comstock Drive. Since that time, Council directed staff to return to allow for further discussion. The following is a brief history relating to the topic.

In July of 2007, a petition was presented to the City identifying concerns of Comstock residents (Exhibit A). Additionally, a letter from the Prospector Square Owners Association is attached (Exhibit B) to provide insight into the concerns of the Prospector Commercial District. City staff has addressed the concerns of citizens through the Traffic Management Committee, and the Landmark Walkability Study provided a public forum and professional consultant the opportunity to address walking and biking concerns, as well as the ability to assess traffic calming measures throughout Park City.

In November of 2007, the citizens of Park City passed the $15M 'Walkability Bond'. Immediately there after, Park City advertised for applications to form a public advisory committee (WALC). Through efforts of City staff and WALC, a list of projects was approved and funded by the City Council in the 2009 budget. The goal of these projects is to improve the walkability and bikeability level of service and safety in Park City.

On Thursday February 21st, 2008, Joe Maslowski and Shirin Spangenburg (WALC members) held a Prospector neighborhood meeting. The purpose was to provide public input for the upcoming February 25 (WALC) Committee discussion which specifically agendized Prospector related issues, including traffic calming. On February 25th, 2008, the WALC Committee received public input from Prospector residents Tom Oliver, Gary Pirnell and Nani Hogl. WALC discussed other public input provided from the February 21st meeting, including emails and phone calls received from members of the Prospector neighborhood (Exhibit D WALC meeting minutes). Specific discussion was held regarding Comstock.

The WALC Committee voted 8-2 for the following recommendations on Comstock Dr: $300,000-$400,000 for traffic calming features including, but not limited to: bulb-outs at Ina and Little Bessie (on Comstock), stop signs and crosswalks at all intersections. $540,000 to recrown roadway and narrow travel lanes, keep bike lanes, build a sidewalk within the existing pavement section on the east side of the street. Construction within the roadway will not remove existing landscaping within the Right of Way (ROW), but will remove parking (from east side only).

On May 22nd, 2008 as part of the FY 2009 budget approval Council directed staff to defer the initial $540,000 sidewalk project on the east side of Comstock Drive and consider an incremental approach. Additionally, Council directed staff to remove parking on the east side of the street and provide a 5’ at grade pedestrian facility (edge stripe) adjacent to the bike lane. Furthermore, Staff was directed to review the project for a year and return to Council with an assessment of the projects success (Exhibit N 5/22/2008 CC minutes).

In February of 2009, per adopted WALC recommendations the City entered into a contract with Fehr & Peers Transportation Consultants to perform a study of existing conditions and provide professional recommendations on traffic calming measures at the identified locations. Specified in the project scope, the consultants were asked to evaluate the interim 5’, striped, at grade pedestrian facility and make a professional and technical recommendation of the construction of a sidewalk at the location.

On April 21, 2009 a public Open House was held to review preliminary findings and to provide a forum for public input on possible traffic calming measures. Approximately fifty people attended the meeting and were provided an avenue to vote for specific recommendations, as well as, provide written comments on the projects (Exhibit E & F).

On June 18, 2009 staff presented a Traffic Calming report to Council (Exhibit G excerpts) which included an analysis of traffic data collected at the various project locations including Comstock Dr. This data was used to help identify specific issues and the subsequent measures appropriate for rectifying those issues. Designated pedestrian areas are defined by pedestrian generators such as parks, schools, commercial districts and recreational facilities. Additionally, staff presented the following assessment of the interim 5’, striped, at grade pedestrian measure.

PROS:

- *Since removing parking on the east side of Comstock, staff is unaware of any complaints or negative feedback.*
- *A specific corridor for pedestrians has been established.*
- *The project was inexpensive and has minimal maintenance requirements.*

CONS:

- *The WALC Committee’s recommendation of a sidewalk on the east side of Comstock Dr., has not been implemented. The street represents a vital link in the overall pedestrian and biking connectivity in town. Several WALC projects, including a $3M underpass at the Comstock and SR-248 intersection represent the Committee’s desire to provide connectivity to neighborhoods and school zones through an enhanced level of service.*

Analysis

At the June 18, 2009 meeting staff and the consultants recommended measures for Comstock included several traffic calming devices in addition to a sidewalk on the east side of Comstock Dr. Council approved all recommended measures presented in the June 18th Staff report including a 5’ sidewalk on the east side of Comstock, two center medians, two raised crosswalks, sharrow markings and signage. Since the meeting Council received additional input from a resident opposed to the sidewalk, who was not individually notified of the June 18 meeting. Since that time, Council directed staff to return with further discussion specific to the sidewalk. (Exhibit P Manager’s Report)

<u>Significant Impacts</u>

Regional and Neighborhood connectivity along with safety represent 3 of the 5 overriding goals of the Walkability Study. The construction of the sidewalk on Comstock Dr., is a vital link in the overall pedestrian and biking connectivity in town and a designated Safe Route to School route. The WALC Committee identified and recommended this specific location for a higher level of service including approved projects such as the $3M underpass at the Comstock and SR-248 intersection and traffic calming improvements in the area. Also identified by WALC is the construction of a sidewalk from Comstock to Gold Dust Lane which in connection with the Comstock sidewalk will complete the pedestrian connection through Prospector.

Prior Council direction for the sidewalk project calls for the construction of the sidewalk within the existing pavement section, specifically in the location of the existing at grade pedestrian area, thus minimal and temporary landscape and driveway impacts will only exist during the actual construction of the project. Parking on the east side of the street is currently prohibited, so there will be no additional parking impact.

There is currently $540,000 budgeted out of the $15 Million WALC bond for the sidewalk and $400,000 for traffic calming on Comstock Drive. Annual O&M for the Comstock sidewalk include $4,356 in basic maintenance, in addition to $1,680 for signs and painted crosswalks. These maintenance costs do not include bulb-outs.

In May of 2008, Council confirmed direction to provide snow removal service for sidewalks such as those found on major neighborhood corridors, which include Comstock Drive and Little Kate Road. Future snow removal of all WALC proposed sidewalks are lumped into one option. The costs are $67,045 annually which includes a dedicated sidewalk plow, depreciation of machine, staffing 5 days a week and two snow hauls. The addition of plowing services on Comstock will be included in the FY 2011 budget.

Annual O&M for the at-grade pedestrian zone is approximately $500.

Alternatives:

A. **Approve the request, and affirm direction to proceed with the current Council direction.**
B. Modify the request: Council could choose to modify current Council direction presented in the report.
C. Deny the request: Council could choose to not continue with the project at this time.
D. Continue the Item: Council may feel there is not enough information to make a decision, and have staff return with more information.

E. Do Nothing: Same effect as continuance.

Departmental Review
This report has been reviewed by the Sustainability Team, Public Works Departments (streets, parks, and transit), City Engineer, Police, and City Manager.

Staff Recommendations:
Direct staff to proceed with current Council direction to construct a sidewalk on the east side of Comstock. Drive.

Attachments:
Exhibit A
July 2007 Comstock petition
Exhibit B
July 2007 Prospector Square Owners Association letter
Exhibit D
WALC meeting minutes February 25th, 2008
Exhibit E
Votes for specific recommendations tallied during April 21 Open House
Exhibit F
Public's written comments compiled from the April 21 Open House
Exhibit G
Excerpts from June 18th Traffic Calming Staff Report
Exhibit N
May 22nd work session minutes
Exhibit P
July 10, 2009 Manager's Report

<u>Exhibit A</u>

TO: Mayor Williams, City Council Members, City Manager, Public Works Department Director, Traffic Calming Committee and Walkability Committee

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We, the undersigned residents on or near Comstock Drive, thank you for your interest in solving our concerns about safety, traffic and quality of life on Comstock Drive.

As you know, Comstock Drive is a **<u>very</u>** busy street for both pedestrian and vehicular traffic. It is a major thoroughfare for three of Park City's schools and their students. It is also a major access street for the new park on the corner of Comstock and Sidewinder, as well as a major access street to the rail trail. Additionally, a tremendous number of children ride their bikes and skateboards on Comstock and many, many children play on or near the street.

In an effort to solve the safety, traffic and quality of life issues we as residents petitioned the City about these issues in May of 2002 and again in February of 2006. Additionally, we completed the Traffic Calming Survey concerning Comstock Drive. We attended and voiced our concerns at several City Council meetings. Unbelievably, the City did not reply to any of our petitions or their survey! In fact, the City's solution to these issues doesn't even address the issues that the Comstock residents petitioned for; which is reduced traffic speed and volume on Comstock! For the record, we as residents strongly oppose the City's decision to remove 50% of our neighborhood's parking!

Bottom line, until actions are initiated to both reduce the amount of traffic on Comstock **<u>and</u>** reduce the speed of traffic on Comstock, this is an accident/tragedy waiting to happen.

However, the solutions the Traffic Calming Committee and the Walkability Committee put forth, i.e. reducing parking and adding sidewalks <u>DO NOT AND WILL NOT</u> solve or <u>EVEN</u> address the real problem! The real problem is the incredibly high volume of commercial and non-residential traffic traveling at high speeds on Comstock Drive. This both a safety issue and a quality of life issue!

The solutions are both simple and inexpensive:

1. Install "Children at Play" and "Residential Neighborhood" signs at both ends of Comstock Drive.
2. Eliminate all through commercial traffic on Comstock Drive and enforce it!
3. Install an all-way stop sign at the intersection of Comstock and Ina or Little Bessie streets.
4. Reduce the speed limit on Comstock to 20 MPH and enforce it!
5. Install small speed bumps.
6. Install a "No Left Turn Sign" at the Comstock/Kearns Blvd intersection (valid 7:00 am to 9:00 am, Mon – Fri); as have already been installed at the Wyatt Earp and Buffalo Bill streets.

All of the above actions are already in place and working in Park City, Salt Lake City and other communities.

These actions WILL SOLVE the problems and concerns of pedestrian safety and quality of life issues, as well as maintaining resident parking and reducing both the volume and speed of traffic on Comstock Drive. These five steps can all be installed quickly and economically and will make our neighborhood and city a safer and much more enjoyable place to live and work.

We, the undersigned, thank you in advance for your attention to this matter and the installation of these simple and easy solutions.

NAME	SIGNATURE	ADDRESS	DATE
1. S Packard	[illegible]	2113 Belle Starr Ct	6/11/07
2. J. Packard	[illegible]	2113 Belle Starr Ct	6/11/07
3. MARK OLSEN	[illegible]	2214 Comstock Dr	6/11/07
4. LINDA Olsen	Linda Olsen	2214 Comstock Dr	6-11-07
5. Tanya Wood	T Wood	2197 Comstock Dr	6/11/07
6. Beau Johnson	Beau	2197 Comstock Dr	6/11/07
7. Steve Navarre	[illegible]	2226 Comstock Ct	6-11-07
8. Kris Olsen	[illegible]	2214 Comstock Dr.	6-11-07
9. Marta Harrison	[illegible]	2[illegible] Comstock	[illegible]-07
10. Stephen Gates	[illegible]	2197 Comstock DR	6-11-07
11. Tyler Lockard	[illegible]	2189 Comstock Dr	6/11/07
12. TYLER Rowe	[illegible]	2189 Comstock Dr	6-11-07
13. Steve Perkins	[illegible]	2175 Comstock Dr.	6-11-07
14. Glen Taylor	[illegible]	2169 Comstock Dr.	6-11-07
15. Dale Watts	Dale Watts	2166 Comstock Dr.	6-11-07
16. Morton Phillips	[illegible]	2298 Sidewinder Dr	6-11/07
17. Steve Zwick	[illegible]	2270 Sidewinder Dr	6-11-07
18. Ellen Zwick	Ellen Zwick	" "	6-11-07
19. Joe Batterfield	[illegible]	2238 sidewinder	6-11-07
20. PETER HARTMAN	[illegible]	2174 Comstock	6-11-07
21. Ron Auth	RON AUTH	2186 Comstock	6/11/07
22. Carl Dollhausen	Carl Doll[illegible]	2236 Comstock	6/11/07
23. Kim Sobel	K. Sobel	2244 Comstock Dr	6/11/07
24. Goldy Joe Travis	Goldy Joe TRAVIS	2207 Comstock	6/15/07

All of the above actions are already in place and working in Park City, Salt Lake City and other communities.

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We, the undersigned, thank you in advance for your attention to this matter and the installation of these simple and easy solutions.

NAME	SIGNATURE	ADDRESS	DATE
1. Kyle Jessen	[illegible]	2207 Comstock	6/18/07
2. [illegible]	[illegible]	P.O. Box 680465, P.C.	6/18/07
3. [illegible]	[illegible]	2194 Comstock	6-18-07
4. [illegible]	[illegible]	2326 Comstock	6/18/07
5. Thomas S. Hengchley	[illegible]	2326 Comstock Dr	6-18-07
6. [illegible] Bridi	[illegible] Bridi	2338 Comstock Dr	6-18-07
7. Greg Hadfield	[illegible]	2335 Comstock Dr	6/18/07
8. Melissa McKenna	[illegible]	2335 Comstock Dr.	6-18-07
9. Luke Harduon	[illegible]	2323 Comstock	6/18/07
10. [illegible]	[illegible]	2323 Comstock	6-18-07
11. Brittany	[illegible]	2323 Comstock	6-18-7
12. Patrick Wilson	[illegible]	2291 Comstock	6-18-07
13. Stu Soars	[illegible]	2279 Comstock	6-18-07
14. Eric Bennett	[illegible]	2291 [illegible]	6-18-07
15. Tom Walker	Tom Walker	229 Inc	6-18-07
16. S Batty	Sheryl Batty	2286 Sidewinder	6-18-07
17. [illegible]	[illegible]	2256 Sidewinder	6/18/07
18. [illegible]	[illegible]	2212 Sidewinder	6/18/07
19. C.R. Brown	[illegible]	2226 Sidewinder	6/18/07
20. Mike Kirk	[illegible]	2166 Sidewinder	6/18/07
21. [illegible] Malnar	[illegible] Malnar	2148 Sidewinder	6/18/07
22. Faye Malnar	Faye Malnar	2148 Sidewinder Dr	6/18/07
23. [illegible]	[illegible]	2678 Sidewinder Dr	6/18/07
24. Brenda Brown	[illegible]	2313 Comstock Dr	6/19/07

Exhibit B

PROSPECTOR SQUARE PROPERTY OWNERS ASSOCIATION, P.O. BOX 3273, PARK CITY, UTAH 84060

Prospector Square

July 2, 2007

City Council
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

Re: proposed Comstock Drive traffic restrictions

Dear Council Members:

On behalf of the Board of Directors of the Prospector Square Owners Association, I would express the Association's disagreement with the traffic calming solutions expressed by the Comstock Drive neighbors in their recent petition. While signage reminding drivers of the presence of children in a residential neighborhood is a good idea, the other proposals are either too drastic or unwarranted.

Comstock Drive is one of only three entry points into the entire Prospector Square commercial area. The other two, Bonanza Drive and Sidewinder Drive, are already clogged most of the day as it is, posing serious safety problems at both those intersections. Closing Comstock to commercial traffic will render those intersections dysfunctional altogether. While there are competing interests involved between residents, commuters, and commercial vehicles, Comstock Drive is, after all, a public roadway and never has been a quiet residential street.

It has been the observation of several Board Members who use Comstock Drive on a daily basis that the speed of vehicles on the road is exaggerated by the petition, as is the claim that many children play along the street. Nor is it our experience that the volume of traffic from side streets is sufficient to justify impeding all traffic by 4-way stops signs, which should be to regulate the flow of cross traffic at intersections, not pedestrians traveling along the safety lanes on each side of the street that already exist to protect non-vehicular traffic.

While all would agree it is unfortunate when any street in a mixed use area such as Prospector becomes busier than it used to be, adaptation to those crowding conditions in an area with booming growth and the increased presence of non-residential traffic is really the only proper solution to the problem, not speed bumps and attempts to turn an essential public roadway into a quasi-private community drive. Thank you for your consideration of the Association's viewpoint.

Sincerely,

Paul Christensen

Paul Christensen, President
Prospector Square Owners Assoc.

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PLANNING DEPT.

Exhibit D

WALC Committee minutes
February 25, 2008
City Council Chambers

Members present:
Kathy Kahn, Roger Harlan, Carol Potter, Adam Strachan, Rob Lea, Carolyn Frankenberg, Liza Simpson, Evan Russack, Joe Maslowski, David Chaplin, Alex Butwinski, Shirin Spangenberg

Staff present:
Jonathan Weidenhamer, Matt Twombly

Members not present:
Bo Pitkin (excused)

Item	Discussion	Action

Meeting Call to Order

Review of By-laws

Committee Adopts 2-11 minutes with one amendment

- Amend minutes to show Carolyn Frankenberg's comments on issue #109.
  - ➢ **Minutes from 2-20 adopted.**

Unscheduled Business

- Mark Fenton will be returning to Park City in September and members of the Committee are welcome to attend his conference. (Carol)
- Shirin Spangenberg asked Staff what the $67,000 of traffic calming on Monitor Dr. (Issue #109) included. Staff stated that traffic calming measures included but was not limited to, narrowing the road, tapering intersections, bulb-outs and speed bumps; however roadway engineers would have the final say on what measures would work best in each specific location.

Public Input

- Tom Oliver (Comstock/Little Bessie resident) is concerned with the issues associated with cars parked on Comstock. Secondly, Mr. Oliver was concerned with the use of bike lanes for pedestrians and bikers and that conflicts had occurred between the two user groups in the past.
- Gary Pirnell (Prospector area resident) was in attendance to 'get up to speed' on what the Committee was considering.
- Nani Hogl (2206 Comstock resident) was concerned with the parking issues associated with Rental properties in the area. She also noted that speeds of vehicles traveling on Comstock made exiting her driveway dangerous. Finally, Mrs. Hogl stated that she was NOT in support of the Committee removing landscaping in the ROW.
- Shirin Spangenberg & Joe Maslowski presented several email and phone call concerns that included the following problems/solutions in the Prospector area:
  a. Past accidents and hit & runs
  b. Blocked visibility of drivers attempting to enter Comstock.
  c. Sidewinder/Gold Dust intersection is unsafe.

d. Permanent/temporary traffic calming measures, such as stop signs and electronic speed displays.
e. Connecting cul-de sacs and 'goat trails' in the area.
f. Residents were against the implementation of 'one-way streets' on Wyatt Earp and Buffalo Bill.
g. Crosswalks are needed in the area.
h. Residents in the area would like to see more than just sidewalks and 'one-side of street' parking. They would like additional traffic calming measures.

Project Placeholders and Timeline

- No discussion

Project Discussion

- Issue #25 (Comstock)
  - Committee held a lengthy discussion on the issues associated with Comstock and Prospector as a whole. Shirin Spangenberg also presented photographs of the area and input from a public meeting to provide a better understanding of the problems.
  - Committee discussed the implementation of stop signs at Little Bessie.
  - Joe noted the 'gap' in the sidewalk on Sidewinder from Comstock to Gold Dust Lane.
  - Joe stated that residents in the area who attended the public meeting held at Fuego, were in support of a sidewalk on the south side of Sidewinder, but were concerned with who would plow the sidewalk in the winter. He also stated that members of the meeting agreed that the Rail Trail and the separated path along Kearns provided excellent East/West options for pedestrians, but the area lacked the proper North/South arteries. Finally, he stated that the 'real' problem in the area was the volume of traffic.
  - Crosswalks are needed in the area.
  - Joe noted that a 3-way stop at Sidewinder and Gold Dust would help mitigate slower speeds in the area.
  - Committee agreed that traffic-calming measures were vital for improving the area.
  - Carolyn stated that placing 'dips' in the road as a traffic-calming feature has worked in the Park Meadows area.
  - Shirin presented photos and dialogue on the issues specific to Wyatt Earp and called for the narrowing of the roadway, as well as a safer crossing at the Rail Trail and a better location for the school bus stop.
  - Rob asked what criteria go into determining the location of a bus stop and felt that the issue was beyond the scope of the Committee.
  - David stated that the School District works together with the City and other entities in hopes of providing the safest and most logical location for school bus stops.
  - David Chaplin asked if there were 'No Parking' signs on Wyatt Earp and if so, were they effective. Joe stated that parking was not an issue on Wyatt Earp, but width of the street and how it promoted speeding was.
  - Watt Earp and Sidewinder intersection needs traffic calming. (Joe)

- Evan Russack noted that the major issue effecting Comstock, was traffic volume, and that the Committee should focus on how to remedy that specific concern.
- Liza noted that the zoning aspects specific to Comstock and the Prospector area present several hurdles that the Committee needs to consider.
- Evan Russack stated that the Committee needed to look at the Prospector area as a whole and not just focus on the individual streets. The Committee.
- Joe made a motion to earmark $185,000proposed by Landmark, plus an additional consideration of up to $540,000 for bulb-outs on Comstock, traffic claming, a sidewalk on Sidewinder from Gold Dust to Comstock, narrowing of Wyatt Earp, and reconstruction of the Wyatt Earp and Sidewinder intersection. Alex seconds.
- Evan is concerned with the elimination of parking on one side of the street and where the cars will be relocated. Staff states that the proposal does not take away parking on either side of the street.
- Adam states that we need a more specific motion.
- Committee discusses motion and agrees that more needs to be done to resolve the Comstock issues.
    - **Committee votes and motion dies by unanimous decision.**
- Shirin wanted to state that Prospector residents, with which she had been in contact, were not in favor of the city removing landscape within the ROW.
- Adam makes a motion, Joe seconds, that states:
    a. $300,000 - 400,000 for traffic calming features including, but not limited to: bulb outs at Ina & Little Bessie (on Comstock), stop signs and crosswalks at all intersections.
    b. $540,000 to recrown roadway and narrow travel lanes, keep bike lanes, build a sidewalk within the existing pavement prism on the east side of the street– this option will not remove existing landscaping, but will remove parking (from east side only).
    - **Vote 8-2, motion carries. Evan and Kathy dissent.**

Committee discussion

- Committee discussed timeline and that the preliminary placeholder list is due to Staff at the next meeting scheduled for March 3rd.
- Staff recommended that the Committee make a decision on how they would approach issues within Tiers III-V of the Landmark Study, within the timeline presented in December and then revised in February.
- Evan suggested that the Committee needed to uphold its commitment to the public and review each issue within the Study, even if it does not fit into the Budget process for 2009.
- Alex noted that he would like to revisit the concept of the ‘spine system’ connecting the ‘Dans-Jans’ corridor at the next meeting.

Meeting Adjourned

Exhibit E

Tier	Wyatt Earp	Sidewinder Wyatt to Comstock	Sidewinder Comstock to Gold dust	**Comstock**	Monitor	Lucky John	American Saddler
1		3				2	
2	1	3	3	**3**		3	1
3	3		1	**5**	2		
4			1				

Comstock options were as follows:
Tier 2 (no sidewalk) 3 votes
Tier 3 (sidewalk) 5 votes

Exhibit F

Park City Traffic Calming Open House

April 21, 2009 – Comments

Red = opposed to sidewalk
Blue = support sidewalk
Black – N/A

- I think all of the plans put forth have a great deal of merit. I hope that these plans will bode well for the future proposed changes to Holiday Ranch Loop. Even after being full time in Park City I am still amazed at how much the city listens to its residents – Roger Strand
- Sidewalk on east side of Monitor between Lucky John & Little Kate appears (and perhaps is) very narrow. High retaining wall exacerbates that perception. Is a possible solution to widen the sidewalk and narrowing the road??
  Level/Tier 3 should be preferred solution **IF** cost effective.
- We Comstock residents really like the driver feedback signs!! – We support NOT installing a sidewalk – We support table top speed (3 inches high 2 ft. wide bumps) – We support continued speed enforcement! – We'd like to thank Jonathan W., Capt. Phil Kirk, The Mayor and the City Council for keeping us informed! THE BOTTOM LINE – Kearns blvd MUST be 4 plus lanes from US 40 to Bonanza! Until that happens we are just putting a band aid on the problem.
- Tier 2 solutions would be acceptable in most cases in Sidewinder. I would rather not have speed lumps on Sidewinder. Crosswalk @ Wyatt Earp: Sidewinder needs attention w/ cars, visibility and pedestrians.
- We live on Moray Court. Cars are speeding down Monitor – Our neighbor has clocked cars at up to 50 mph. Monitor has two curves – making visibility very poor. My husband was knocked off his bike getting out of the way of a speeding car, I have had the same experience. Stop signs on Monitor & Moray is an inexpensive way to slow down traffic. On the corner of Monitor & Little Kate the required 15 feet visibility does not exist. There are trees obscuring the view as most cars make a California stop and proceed up Monitor – across the curb. The curb should be {illegible} and the trees need to be cut down. I have lived here for 6 years – always walking and have seen a speeding ticket being issued ONCE – Gerd Aguilar (435-940-0125)
- Comstock – Tier 2 – consider lowering speed limit. Sidewinder (Both) Tier 2. We live on Comstock near Sidewinder, Please get the Buses to SLOW DOWN – Pete Martin (435-659-8201)
- Moray Ct. is a dead end street! Entry of traffic onto Monitor is a "crap shoot". For pedestrians, it is an accident waiting to happen. Why? Entry is into the center of the S – shaped curve of Monitor. The S-shape is doubly threatening because it is a downhill grade (N & S) & an uphill grade in the opposite direction. Speed regulation is hopeless & the traffic continuously mounts from year to year. A simple 22 mph sign is useless. It is now a thorough fare between Kearns & Little Kate. In my mind only a stop sign promises to protect Moray Ct. residence – AAguilar, M.D.
- The cut through traffic on Sidewinder between Comstock and Wyatt Earp is a high priority problem. The suggestions presented only slow down those cars. They shouldn't be cutting through at all. Please change the configuration of Sidewinder so cars can't cut through. Make Sidewinder a cul de sac at Comstock.

- No speed bumps or lumps or humps on Lucky John. From Little Kate to Meadows Dr. maybe a couple of appropriately placed stop signs, appropriately place electronic speed signs dummy cameras, SLOW marking on road – Gerald Cohn 2173 Lucky John Drive
- No speed bumps anywhere is PC – I like the {illegible} pavement on Comstock – I think we're past this, but still very very dismayed that kids & people can't walk through yards anymore. Would the city pay liability on easements for walk throughs? … as for Comstock, w/out the locked gate at the elbow on Doc Holliday a large number of people would not have to walk on Comstock. Why are we pushing people on the main streets?
- Lucky John Drive – edge line striping – can cars park here and not be in {illegible}? – Need to keep center striping – Radar Trailer – permanent feed back signs would be better – Great Job! Evan Russalk
- No speed bumps!! Too annoying and will just displace traffic to other streets.
- On all projects the consultants should be complimented because they have narrowed down a lot of information with some very specific suggestions to resolve some 'hot' spots around town. American saddler – Lucky John, Yes on speed bumps & narrowing travel lanes. What happened to addressing the big 'S' curve on Amer. Sad. Just above the Luck John/Am Sad intersection? I didn't see any recommendations on this. 2. Comstock- hugely important connecting roadway for all parts of town. Lumps for sure, xwalks for the streets that feed into Comstock – Why not use 2 lane choker on these intersections or at least on the entry area from Kearns onto Comstock. Speed lumps are a great option in addition but it does not create the sense that you are now in a neighborhood. This narrowing will make the street uncomfortable for driving too fast. Sidewinder needs a raised lump xwalk at the gold dust intersection of Comstock and gold dust. Wyatt Earp – lumps are good but I also think a two lane choker as opposed to an island would be more effective. This would seem to be safer too.
- 1)*This is a fantastic opportunity – it should not be wasted by spending on ½ measures or marginally effective treatments. E.G. 1) signage is ineffective. I don't think the people who fail to notice the houses around them will be alerted by a sign. 2) side striping – almost as without merit. * The people we need to reach need big hints. HARD, dangerous obstructions to affect their vehicular travel.

  2)Here are the hints I suggest: - Center islands and landscaping to delineate residential areas @ 248 & W. Earp, Comstock, and Monitor. Visible crosswalks. – Sidewalks for Comstock (in a perfect world everywhere.) – Chokers/Bulb-outs for Comstock – Radar signs like the one on Meadows Drive – Now, with other money we do bike lanes and side stripes for the other areas.

  3) Further, I believe the city should lower the speed limits in all residential areas. 25 mph is simply too fast in most neighborhoods. Also, if possible we need to make pedestrians the LORDS of the crosswalk. Telluride, CO has done a great job of this. That space should not belong to cars. Thanks for you time, Please feel free to contact me. Also – I have the feeling that much of the work of the WALC Committee has been ignored. It is our town. – Shannon O'Neal.
- Wyatt Earp – Tier 3 needed desperately * please make Wyatt Earp - Sidewinder intersections equal priority. The corners need to be squared off to help force cars to stop. Crosswalks across Wyatt Earp a must. This intersection is a big problem spot, please reconsider it's priority. Sidewinder Dr – permanent solar speed signs * Tier 3 (both sections of Sidewinder) * big problem = packed cars, parking on one side? Comstock * Tier 3 * permanent solar speed sign going other direction (towards Kearns) * raised sidewalk – this street sees a huge number of children on foot & bike I feel a true sidewalk is of paramount importance. Lucky John Tier 2 Monitor Tier 3 Am.Saddler Tier1
- Wyatt Earp SR 248 Tier 3 - Wyatt Earp & Sidewinder improve corners angle paint sidewalk!!! Sidewinder, Tier2 – Res sign > people will ignore – Radar tailor OK, permanent sign *** radar works

- Wyatt Earp I believe should have a high priority & Tier 3 should be the minimum. Sidewinder – I think speed lumps will create more problems then it will solve. Sidewinder& Gold Dust & Comstock I think Tier3 is best. Comstock – raised sidewalk is only solution, Monitor Tier 3, Lucky John Tier 2, American Saddler – very disappointing
- The group which was put together had made some great recommendations which seem to be not included. I would love to see better ideas for Comstock. I do not really like the middle divider for Comstock. Sidewalks are great but we need to slow cars as well as trying to keep less can from coming through. Thanks for your time.

Exhibit G

SUMMARY OF TRAFFIC DATA AND INVESTMENT PRIORITIES						
Site	Speed Limit	Average Daily Traffic	85th Percentile Speed	Pedestrian & Bicycle Activity	Designated Pedestrian Area	Priority
Wyatt Earp Way	25 mph	800	31 mph	MODERATE	NO	MODERATE
Sidewinder Drive (Wyatt Earp Way to Comstock Dr)	25 mph	800	31 mph	MODERATE	NO	MODERATE
Sidewinder Drive (Comstock Dr to Gold Dust)	25 mph	3,100	31 mph	HIGH	NO	HIGH
Comstock Drive	25 mph	1,900	35 mph	HIGH	YES	HIGH
Monitor Drive	25 mph	2,500	34 mph	MODERATE	YES	MODERATE
Lucky John	25 mph	1,400	36 mph	LOW	NO	MODERATE
American Saddler	25 mph	460	31 mph	LOW	NO	LOW
American Saddler (near sharp turn)	25 mph	540	21 mph	LOW	NO	LOW
Meadows Drive	25 mph	2,000	33 mph	LOW	YES	LOW

Source: Fehr & Peers, 2009

COMSTOCK DRIVE

Comstock Drive provides access into the Prospector/Comstock neighborhood and adjacent commercial districts. Nearby pedestrian and bicycle generators include several schools (Park City High School, Treasure Mountain Middle School, and McPolin Elementary), trail access (Rail Trail and Kearns Boulevard Trail), and bus route (winter only). In 2008 Park City modified the roadway striping to provide bike lanes and a designated pedestrian walkway, and also restricted on-street parking on the east side of the street. Speed feedback signs are located between Little Bessie Street. and Ina Street.

Issues

Comstock Drive is an important pedestrian link between pedestrian generators and residential areas. The roadway will be connected with a tunnel under Kearns Boulevard (project currently in the design stage) and a proposed sidewalk on Sidewinder Drive. Residents perceive that high traffic volumes and travel speeds compromise the safety and comfort of pedestrians and cyclists. Since Comstock Drive is a direct route to the school facilities north of Kearns Boulevard, there are high levels of school-aged pedestrians. The road is also frequently used to bypass traffic congestion on Kearns Boulevard (SR-224). The WALC committee recommendations included:

- Narrow the roadway
- Remove on-street parking on east side of street
- Add sidewalk on east side of street
- Add bulbouts at intersections with Little Bessie Street and Ina Street, with complementary crosswalks
- General traffic calming stop signs at intersections with Ina Street and Little Bessie Street

The project team evaluated these elements and developed ranges of alternatives incorporated these elements.

Observations

Table 2 illustrates quantitative traffic information for Comstock Drive. Traffic volumes suggest that Comstock functions more as a collector street than as a residential street. Vehicle speeds are also high enough to warrant traffic calming measures. However, it should be noted that this speed data was observed prior to the installation of the speed feedback signs which have likely reduced average speeds.

COMSTOCK DRIVE TRAFFIC CONDITIONS[1,2]	
Pedestrians	99
Cyclists	54
Average Daily Traffic	1,900
Posted Speed Limit	25 mph
Average Speed	29 mph
85^{th} Percentile Speed	35 mph

[1] Pedestrian and bike data collected May 2007 from 2:30 to 7:00 PM
[2]Vehicle data collected November 2007
Source: Park City Municipal Corporation, summarized by Fehr & Peers, April 2009.

Table 2: Comstock Drive Traffic Conditions

Alternatives

Fehr & Peers developed a range of alternatives for Comstock Drive, including many of the items identified by the WALC committee. The alternatives are cumulative and represent a lower-cost option (Alternative 1) to a higher-cost option (Alternative 3).

- Alternative 1: Painted pathway on east side of street, high visibility crosswalks at Sidewinder to connect to proposed sidewalk
- Alternative 2: Alternative 1 improvements plus textured pavement pathway on east side of street, textured crosswalks and center islands near Little Bessie Avenue and Ina Street, and textured crosswalk at Sidewinder
- Alternative 3: Alternative 2 improvements plus sidewalk on east side of street, raised crosswalks


Simulation of textured pathways and center islands on Comstock Drive

Recommendations

Based on technical analysis and feedback from the community and Park City staff, Fehr & Peers recommends Alternative 3. The recommended improvements will include:

- Sidewalk on east side of street
- Center medians near Little Bessie and Ina Street to slow vehicles entering neighborhood and provide a refuge for pedestrians
- Raised crosswalks at Little Bessie and Ina Street

- Shared-lane marking ("sharrow") to accommodate bicycles in the travel lanes

Conceptual cost estimates for the proposed improvements on Comstock Drive are shown in the following table. Construction of a sidewalk necessitates several major changes to Comstock Drive including a storm water collection system and road resurfacing; the traffic calming and walkability improvements constitute fifteen to twenty percent of the overall cost. Comstock Drive will require resurfacing eventually regardless of sidewalk improvements; sidewalk construction could be done concurrently and utilize multiple funding sources.

Park City is planning to construct a pedestrian tunnel under Kearns Boulevard and a sidewalk on Sidewinder Drive; Comstock Drive is an important connection in this pathway system. Though high in cost, a premium path way through this corridor will better accommodate over one hundred pedestrians that currently walk this route on a daily basis.

COMSTOCK DRIVE COST ESTIMATE				
Item	**Quantity**	**Unit Cost**	**Unit**	**Cost**
5' Sidewalk[1]	1	-	Lump	$540,000
Center Median	2	$12,000	Each	$24,000
Sharrow Markings	10	$100	Each	$1,000
Raised Crosswalk	2	$6,000	Each	$12,000
Mid-block Crosswalk Sign	4	$450	Each	$1,800
Total				**$578,800**

[1] Cost estimate provided by WALC includes reconstruction of Comstock Drive and concrete sidewalk on east side.

Source: Fehr & Peers, April 2009.

Table 3: Comstock Drive Conceptual Cost Estimate

Exhibit N

Jon Weidenhamer directed members to his staff report outlining recommended projects by WALC and he spoke about the allocation of the $15 million bond proceeds. The operations and maintenance costs are another consideration as well as the level of

maintenance on projects. He asked for feedback on five projects outlined in the packet and invited public input during work session and/or the budget public hearing during the regular meeting.

Representatives of WALC included Carol Potter, Carolyn Frankenberg, Alex Butwinski and Adam Strachan. The Mayor relayed his appreciation of the work accomplished by the committee and Alex Butwinski thanked staff for its support. He referred to the mission statement, explained the concept of *complete streets* and the challenge of retrofitting streets. Mr. Butwinski also commended the group for reaching consensus. Safety was a major concern of WALC followed by community benefit, and of course, to balance benefits with costs. Adam Strachan commented on the number of projects considered and focusing on the top five tonight. The top priority of the committee is the portion of Park Avenue from Dan's to Jan's or The Spine, which is different than the Spine System. The group allocated $4.1 million to The Spine project which contemplates a separated eight foot bike path, and he hoped this could be accomplished within five years. The other four include Bonanza, the tunnel under SR248, Little Kate/Lucky John, and Comstock. He noted that the committee recommends decreasing the speed limits in all neighborhoods to 20 mph or lower. Lighting for The Spine should be installed and a public education component implemented when the town becomes totally walkable and bikeable. Mr. Butwinski reiterated that the group reached consensus on everything and based its analysis on complete streets, safety, connectivity, and return on investment. Approximately 10% of the bond is uncommitted or about $1.5 million which dovetails with the10% typically assigned as a contingency to City projects. He urged Council to take the recommendations seriously. The Mayor invited public input.

Tom Hurd, Thaynes Canyon resident, stated that he reviewed available studies. He could not find any safety problems and contacted the Police Department to explore accident history in designated areas. There were no fatalities, injuries or ambulances called that he could find. He also researched *The Park Record* with no success. Safety is not an issue in his mind. He felt that none of these actions remediate safety problems and that the improvements relate more to recreation, making decisions discretionary. The $3.5 million needed to build a tunnel under SR248 could be better used toward hiring crossing guards. If a tunnel is built, there still has to be crossing guards.

Stacey Demolski, Park Meadows resident, relayed that she read the report and supports projects, but is concerned about installing rolled curbs rather than high back curbs. Cars can easily drive and park on them creating a safety issue.

Kyle Jenson, 18 year Comstock Avenue resident, explained that he was involved with petitions as early as 2002 relating to problems on his street. Prospector receives over 2,200 vehicles per day and the average incoming speed is 31 mph and 38 mph for outgoing. With regard to the sidewalk project, he estimated that 65% of the neighborhood is opposed to losing its parking and 90% of the residents are against a sidewalk being installed. Spending $550,000 to build a sidewalk when an existing lane already exists doesn't make any sense. He described a plan using paint and signs to delineate pedestrian and bike lanes and suggested that there be a trial period to evaluate this approach and to determine if a sidewalk is really needed. The problem is SR248. He relayed that many cities change the number of traffic lanes to fit the flow in the mornings and the afternoons and hoped this can be considered. Mr. Jenson again urged Council to try something simple and to use the existing pavement and signage to solve most of the problems on Comstock Avenue. Mayor Williams clarified that the percentages cited represent Comstock residents only because he knows there are differing opinions on adjacent streets. Discussion ensued about the potential of losing landscaping with the installation of a sidewalk and trying other options first. Kyle Jenson pointed out that losing parking on one side of the street will create a parking problem somewhere else.

Mark Olson, Comstock resident, agreed with Mr. Jenson's comments. He stated that he lives on the east side where parking would be removed and losing parking is not a benefit to anyone. He detailed walking patterns and concluded that a sidewalk would not be beneficial because it won't be used. Clearing the sidewalk during the winter may also be a problem for homeowners. Recreation or commercial vehicles often do not fit in garages and will not fit in a driveway with a sidewalk intersecting it.

Joe Kernan asked that the committee respond to these comments and Adam Strachan explained that WALC expected complaints from neighbors about losing parking and landscaping if the whole right-of-way is needed. When looking at the project for the general public, WALC looked at the amount of use and user types and did not feel it safe to walk in a vehicular travel lane separated only by a painted line. A separated sidewalk seemed appropriate and the design was a compromise to minimize disrupting landscaping. Jim Hier stated that because there are options, he is inclined to place this project in another category for further study, but to earmark its funding in the budget. Prohibiting left hand turns on Comstock may help tremendously. Liza Simpson added that the group allocated $400,000 to the project and anticipated hiring a traffic engineer.

Shirin Spangenberg stated that the neighborhood held several meetings where there were at least 30 representatives so the project received a lot of input.

The Mayor interjected that the plan targets 2010 as the implementation date and the idea of striping or signing can be implemented as early as next year. He relayed that according to traffic engineering standards, once sidewalks are installed speeds will increase because of the perception of safety, acknowledging that this approach is counter-intuitive to many people. He agreed with Mr. Hier to continue to examine

Comstock and to have the money available if it is decided to install a sidewalk. Mr. Strachan felt this is fine as long as something is done. Alex Butwinski added that with regard to Mr. Hurd's comments, safety was not the only consideration and all items were scored to determine community benefit. There was discussion about recent incidents.

Cynthia Sanabal, resident of Wyatt Earp, hoped that her neighborhood would be addressed before 2010.

Joe Kernan preferred high back curbs on The Spine but not necessarily everywhere in town. Carolyn Frankenberg felt that rolled curbs give drivers the perception of a larger roadway and more places to put their cars and high back curbs should be installed on all major connecting streets. Candace Erickson pointed out the number of cars parked on the rolled curbs on Deer Valley Drive forcing pedestrians to walk in the road. She believes high back curbs are appropriate on Little Kate, Monitor and Lucky John.

Evan Russack agreed with Roger Harlan about the problem of creating a perception of safety when in fact, the improvement may not create a safe situation.

There was discussion about high back curb costing about double of a rolled curb and having a shorter lifetime.

Kathy Kahn, WALC, understands if Council wants to reexamine the recommendation for Comstock but emphasized that the committee's recommendation mirrors the Landmark recommendation.

Rob Lee, WALC, felt it appropriate to install high back curbs on The Spine but not necessarily in the neighborhoods.

Carol Potter, WALC Chair, complimented the group again on consensus-building.

Roger Harlan supported high back curbs and a sidewalk on the north side of Little Kate to the Monitor Drive intersection, encouraging use of the Monitor Drive sidewalk to Lucky John to the schools (rather than building a sidewalk connection on Lucky John). Liza Simpson agreed with Mr. Harlan's comments and added that the sidewalk on Monitor should be widened with high back curbs and that the Lucky John and Monitor intersection should be realigned. Jim Hier did not want to make a decision on this tonight acknowledging the three Lucky John Drive residences where landscaping would have to be removed to accommodate a sidewalk. Candace Erickson stated that the sidewalk has evolved into a recreation trail connection and she is undecided about the extent of the project. Alex Butwinski interjected that this is more than about kids walking to school, but creating a connection for walking and biking in Park Meadows. Removing landscaping was based on the needs of the entire community. Carolyn Frankenberg emphasized that school kids will not use the sidewalk on Monitor Drive even though it's only 3/10ths of a mile longer to school.

Roger Harlan addressed the responsibilities of the Council in wisely spending the $15 million. He felt that people should use sidewalks already constructed and building the portion of sidewalk on Lucky John at the taxpayers' expense seems out of balance. He didn't feel bicyclists will use the sidewalk and spending $500,000 for a few children doesn't seem to reflect good stewardship of the City's finances. He spoke about other neighborhoods with no sidewalks. Adam Strachan pointed out that the public overwhelmingly supported the $15 million walkability bond and the appointed committee is a sample of the community at large. WALC struck the best balance it could with the revenue available. Mr. Harlan restated his preference of ending the sidewalk at Monitor but installing high back curbs. Mr. Strachan commented on the importance of encouraging citizens to use a system which will become more popular over time. Mr. Hier spoke about the high use of Little Kate for the entire Park Meadows area and this is more than getting six to eight kids to school and the connection would become part of an overall trail system. Adam Strachan pointed out that the projects are all interconnected. Jim Hier noted that the Racquet Club improvements may prompt the potential for more traffic on Little Kate.

Joe Kernan stated that WALC improved The Spine concept from the Landmark Study and felt that improvements should be located where people actually walk. Dana Williams pointed out the number of *goat trails* in Prospector. He stated that he initially shared Roger Harlan's opinion about the sidewalk portion on Lucky John but has changed his mind because of trends with use on the North 40, although he feels terrible about removing landscaping. It is very difficult to determine if this is for the greater good. Candace Erickson recommended that after the projects are underway to focus on educating people on bike safety. Evan Russack referred to the WALC recommendations on public relations and marketing the system which includes an educational component.

Cynthia Sanabal, resident, felt that high back curbs belong in the Prospector neighborhoods. Jon Weidenhamer indicated that it may require removing mail boxes and creating a mail box kiosk for the neighborhood.

Tom Bakaly advised that the Little Kate project is slated for 2009 not 2010. Jim Hier asked for initial cost information, the cost for a sidewalk ending at Monitor and the cost for the Lucky John and Little Kate connection. Candace Erickson noted that much of this information is included in the report. The City Manager explained that the money could be budgeted this year and Liza Simpson expressed that she is comfortable with establishing a placeholder in the budget for the project. It was pointed out that the bidding process would begin in the early fall.

Prepared by Janet M. Scott, City Recorder

Exhibit P

MEMO

To:	**Tom Bakaly,**
	City Manager
From:	**Heinrich Deters**
Subject:	**Comstock Sidewalk Project**
Date:	**July 10, 2009**

Staff received a phone call from Kyle Jesson, a resident of Prospector, concerned about the Council decision to place a sidewalk on the east side of Comstock Dr. Additionally, Mr. Jesson was concerned that he was not notified of the item on the June 18th Council agenda. Staff realizing Mr. Jesson was not in attendance emailed him on June 19th, with details on the Council decision. Staff now understands that Mr. Jesson was out of town for the meeting.

Staff had asked the consultant working on the project to notify all the attendees of the April 21 Open House, of which Mr. Jesson was in attendance; however, the consultant failed to perform this task. Staff will be meeting with Mr. Jesson on Monday, July 13th, to listen and discuss this matter and will update the City Manager after the meeting.

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
SEPTEMBER 17, 2009

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

Tom Bakaly, City Manager; Tom Daley, Deputy City Attorney; Jon Weidenhamer, Economic Development Manager; Max Paap, Special Events Manager; and Sharon Bauman, Analyst

Annette Sneed and Mary Demcowicz, labyrinth proponents

Absent: **Council members Jim Hier and Liza Simpson**

1. Council questions/comments. Mayor Williams thanked Project Manager Dave Gustafsen for completing the Marsac Municipal Building seismic upgrade project. The building looks fantastic. He relayed that he spoke with Mark Fisher who is interested in pursuing a more proactive approach to planning his property and has suggested forming a task force to study Bonanza/Park. He expressed that senor housing is a topic the Council should explore and read Planning Commissioner Jack Thomas' resignation letter into the record. The Mayor announced that he, Tom Bakaly and Candace Erickson will be going to DC to meet with the EPA and our congressional delegation.

Candace Erickson thanked staff for organizing the City Tour this year to Crested Butte. She felt it is a lovely town but discussed on-going conflicts between the city and the resort where by contrast the resorts are part of the community here and communication between everyone is good. Crested Butte is progressive and green but she felt we are ahead of them in the sustainability effort. The Mayor announced that Deer Valley has been rated the #1 mountain resort for the third year in a row, and Park City #4.

Joe Kernan asked when the lower Park Avenue RDA work would begin and asked if there would be future links to Bonanza/Park. Jon Weidenhamer explained that redevelopment was a topic at Council's Visioning Session in January and he understood that Council preferred to first focus on the resort economic base but was intrigued with the Bonanza/Park area. It is intended to extend the term of the current lower Park Avenue RDA and formulate a high level plan. Roger Harlan reported on the business discussed at the School Board meeting he attended and he also noted that he participated on the City Tour. He discussed the distinct quality of the Deer Valley experience. Max Paap reported that the Building Department has approved a fireworks permit for the High School Homecoming Game on September 25. The Fire District has been notified.

2. Direction on creation of permanent labyrinth. Sharon Bauman explained that a group of citizens would very much like a permanent labyrinth within the Park City limits. They met earlier this year with the Recreation Advisory Board about a potential location and RAB was receptive to the concept but reluctant to give up park space. At the same time, the Public Art Advisory Board members reviewed a preliminary proposal and asked for more detail, a location and estimated costs. This plan is before Council. The group has identified the fountain area in front of Miners Hospital as its first choice and an area by the Sound Garden or McPolin Farm are other options. Construction costs are estimated to be around $15,000. Size and maintenance costs have not been identified. Ms. Bauman explained that a temporary chalk labyrinth has been created in Prospector Square which she understands has received a lot of public interest. The group has expressed an interest in partnering in the design and cost of a labyrinth with the City.

Ms. Bauman reported that the PAAB reviewed the most recent proposal last week and recommends not approving the Miners Hospital fountain location and felt the proposal was incomplete as it pertains to art. It is likely that the Board would have reservations about spending Art CIP money on this project. She continued to explain that if a permanent labyrinth is created on City property, it will require additional staff time and resources for maintenance. She asked if members are interested in creating a permanent labyrinth on City property. If so, how much land should be allocated and who will be responsible for managing and maintaining the project. The cost of removing the fountain and preparing the area at Miners Hospital may range from $10,000 to $20,000.

Candace Erickson pointed out that the Poison Creek fish sculptures and the police facility art work are located on City property and maintained by the City and asked why this project would be any different. She was surprised that PAAB did not consider this art and Ms. Bauman explained that the Board felt it was more of a landscape feature. Discussion ensued about the future operation of the fountain and the area currently being used as a daily meeting place for people. Tom Bakaly asked Council if the labyrinth project is something the City should pursue and if so, where and who should be responsible.

The Mayor asked if Prospector Square was interested in a permanent labyrinth. Annette Sneed explained the use of the temporary labyrinth, emphasizing that they do not have permission for anything more permanent. If they could move forward at this location, the labyrinth would be simply painted on the surface. Joe Kernan expressed that before he provides direction on City properties, he would need to know the impact of current uses on proposed locations by the community. Since it is not an urgent project, Mr. Kernan encouraged review during budget time. Ms. Sneed pointed out that the fountain area is currently in need of attention and the surface could be more walk-able. Materials like brick or tiles would work well and people can still walk over it even if an individual is walking the labyrinth. Mary Demcowicz pointed out how well the adjacent meditation garden works with the concept. Annette Sneed pointed out that the labyrinth at Jordan River Park is a piece of art made of mosaic tiles and complimented with decorated benches.

Roger Harlan suggested that the Prospector location try a more permanent labyrinth so that it can be monitored over a longer period of time. He expressed concern about significantly altering the entrance to the historic Miners Hospital and spending money to retrofit the fountain on an unproven activity. He asked if other locations have been explored because if two boards have not supported the fountain site, it may behoove us to wait another year to ascertain support. Ms. Sneed explained that the group does not expect the labyrinth at Prospector will be used much in the winter. Their goal is to begin a project in the spring but to get the ball rolling now in the event there are matching funds or other opportunities to partner. She emphasized that a labyrinth will not preclude a Christmas tree there. One of their other choices was Coalition Park and Ms. Erickson explained that PAB preferred to have a labyrinth installed in a paved area to preserve existing green space and felt that the use of a labyrinth will increase over time. There was discussion about the risk of people tripping on the uneven surface around the fountain.

Mayor Williams noted that input from two Council members is missing tonight and more information can be obtained through the winter, including design and costs. The group was asked to select two locations so that a design and costs can be discussed in the future when all members are present. They were encouraged to continue the use of the temporary labyrinth in Prospector to evaluate community interest. He agreed with Council member Kernan that it would be more appropriate to consider a new project during budget time.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 17, 2009

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 17, 2009. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, and Joe Kernan. Council members Jim Hier and Liza Simpson were excused. Staff present was Tom Bakaly, City Manager; Tom Daley, Deputy City Attorney; Max Paap, Special Events Manager; Todd Touchard, Project Manager; Bret Howser, Budget Manager; and Kirsten Whetstone, Planner.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

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

Deer Valley Drive cabin - Michael LeClerc, resident, relayed that he emailed City Council members a few months ago on this matter and explained that he owns a small old cabin on Deer Valley Drive which has been condemned by the City. Plans to construct a new house have been approved but he would rather have the property restored for public use. He encouraged Council members to share any ideas they may have, spoke about the concept of a community garden, and acknowledged that maybe the property just needs to be maintained to be enjoyed by the public.

IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF AUGUST 20, 2009 AND SEPTEMBER 3, 2009

Roger Harlan, "I move approval of the work session notes and minutes of the meetings of August 20 and September 3, 2009". Candace Erickson seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Absent
Joe Kernan	Aye
Liza Simpson	Absent

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")*

Mayor Williams requested that Item 2 be removed and discussed under New Business. He read the Resolution for the Celebration of Women Day in Park City. Joe Kernan, "I move approval of Consent Agenda Items 1, 3 and 4". Candace Erickson seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Absent
Joe Kernan	Aye
Liza Simpson	Absent

1. Consideration of a Resolution proclaiming September 26, 2009 as Celebration of Women Day in Park City, Utah – Staff recommends approval.

2. Consideration of a Resolution authorizing the issuance and confirming the sale of Water Revenue Bonds; authorizing the execution and delivery of Supplemental Indentures of Trust, a Bond Purchase Contract, and other documents required in connection therewith; authorizing the taking of all other actions necessary for the consummation of the transactions contemplated by this Resolution – See New Business.

3. Consideration of a Service Agreement with Data Prose for water billing and mailing services in the amount of $28,650.24 per year in a form approved by the City Attorney – See staff report.

4. Consideration of purchase agreement in the amount of $161,167 with SimplexGrinnell for purchase and installation of emergency call boxes and video surveillance camera system in Richardson Flat, in a form approved by the City Attorney – See staff report.

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

2. Consideration of a Resolution authorizing the issuance and confirming the sale of Water Revenue Bonds; authorizing the execution and delivery of Supplemental Indentures of Trust, a Bond Purchase Contract, and other documents required in connection therewith; authorizing the taking of all other actions necessary for the consummation of the transactions contemplated by this Resolution – This item was moved from the Consent Agenda to New Business for discussion purposes. Bret Howser introduced Dave Miner, financial advisor, who explained that the issuance represents about $24 million for water improvements. He pointed out that the success of its financing is due to the City's foresight in recognizing the need for the projects and the need to expand the tax base. The series of water rate increases, supporting the level of the bond issue, provided a lot of comfort for investors and to rating agencies. The two firms underwriting these bonds have a lot of experience with Utah revenue bonds and in particular with a new form of taxable bond called *Build America Bond,*

whereby the City receives a 35% refund on interest costs from the US Treasury. This has proven to be a cost effective alternative for financing and maturing. He added that City representatives met personally with rating agencies to discuss the Water Fund's strength, because these bonds are not based on the City's general credit. Park City's water bonds have not been rated in over ten years and Moody's rated them at AA2 which is a mid-level AA; and water revenue bonds AA3 one notch below. Standards & Poors rated the City and water revenue bonds the same at AA. He also felt the sale was successful because of the huge State of Utah General Obligation Bonds which sold this week and created quite a *feeding frenzy* for Utah bonds, especially for highly rated bonds. Park City came very close to reaction of the State's AAA rated General Obligation Bonds.

Dave Miner explained that a refunding is part of the issue at an average rate of 2.1%, replacing bonds that were just over 4%, representing a savings of $423,000 which is almost 9% of the full amount. The bond interest rate is 2.58% and for taxable bonds 5.03% but with a 35% subsidy, the rate is effectively 3.27%, resulting in an average of 2.91% fixed for 15 years. In response to a question from Roger Harlan, he discussed other bond issues in the state. Joe Kernan, "<u>I move we approve Consent Agenda Item #2</u>". Candace Erickson seconded.

* * * * * * * * *

1. <u>Consideration of an Ordinance approving the Glory Hole Subdivision, located at 518 Deer Valley Drive, Park City, Utah</u> – The Mayor opened the public hearing and with no comments from the audience, requested a motion to continue. Roger Harlan, "<u>I move we continue this item to October 29, 2009</u>". Joe Kernan seconded. <u>Motion carried</u>.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Absent
Joe Kernan	Aye
Liza Simpson	Absent

2. <u>Consideration of an Ordinance approving the 593 plat amendment, located at 593 Park Avenue, Park City, Utah</u> – The Mayor opened the public hearing and hearing no input requested a motion to continue. Candace Erickson, "<u>I move that we continue the Ordinance approving the 593 plat to October 1, 2009</u>". Roger Harlan seconded. <u>Motion carried</u>.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Absent
Joe Kernan	Aye
Liza Simpson	Absent

3. Consideration of an Ordinance approving the 1440 Empire plat amendment, located at 1440 Empire Avenue, Park City, Utah - The Mayor opened the public hearing and with no comments from the audience, requested a motion to continue. Roger Harlan, "I move to continue the 1440 Empire Avenue plat amendment to October 29, 2009". Candace Erickson seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Absent
Joe Kernan	Aye
Liza Simpson	Absent

4. Consideration of an Ordinance approving amendments to the Land Management Code of Park City, Utah to address revisions to Sections 15-2.1-5, 15-2.2-5, and 15-2.3-5 clarifying attic space and Section 15-15, Definitions – The Mayor opened the public hearing; there was no public input. Candace Erickson, "I move we continue the Ordinance approving amendments to the Land Management Code to November 5, 2009". Joe Kernan seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Absent
Joe Kernan	Aye
Liza Simpson	Absent

5. Consideration of a five year contract, with an option for a five year extension, in a form to be approved by the City Attorney, with Jan's / White Pine Touring to provide a cross country ski venue at the Park City Golf Club and the McPolin Farm – Craig Sanchez explained that Jan's/White Pine was the only business who responded to the RFP issued. Changes from past years include the provision that JWP will be responsible for grooming the track at the golf course and the Farm and the contract is longer term at five years with an option to renew. Roger Harlan brought up potential liability of the City storing JWP's grooming equipment. The Mayor invited public input; there was none. Joe Kernan, "I move we approve a five year contract with an option for a five year extension with Jan's/White Pine Touring to provide a cross country ski venue at the Park City Golf Club and the McPolin Farm". Roger Harlan seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Absent
Joe Kernan	Aye
Liza Simpson	Absent

6. Consideration of a Construction Agreement Amendment, in a form approved by the City Attorney, with Counterpoint Construction for the construction of the Promontory

Raw Waterline for a lump sum amount of $288,195 – Project Manager Todd Touchard explained that as site grubbing and a clearing progressed on the waterline project, unforeseen site soil conditions were identified. Shallow bedrock was not encountered as expected. The contractor excavated test pits along the alignment and identified boulders, with a mixture of sand and gravels along the majority of the alignment. He stated that this changed the project dramatically because of the need to import pipe bedding material, which was not anticipated but the native soils are not acceptable for pipe bedding. He stated that the net cost of importing and placing this material is $239,445. Roger Harlan strongly felt that a $288,195 oversight is significant and that the geotechnical group should be responsible for damages caused by releasing erroneous information to bidders. He asked if the City has any remedy and Deputy City Attorney Tom Daley indicated that the geotechnical contract can be reviewed. The Mayor agreed with Council member Harlan that the type of soil material was misidentified. In response to a question from Mr. Harlan, Mr. Daley reiterated the Legal Department's commitment to follow-up on this issue.

Roger Harlan, "I move to approve the construction agreement with Counterpoint Construction for the Promontory Raw Waterline for a lump sum of $288,195". Joe Kernan seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Absent
Joe Kernan	Aye
Liza Simpson	Absent

7. Consideration of an Ordinance approving the Quinn's Water Treatment Subdivision, located at 3800 Richardson Flat Road, Park City, Utah – Kirsten Whetstone explained that the request to subdivide is to create three legal lots of record from a 17.382 acre metes and bounds parcel located in the Quinn's Junction area. The application was evaluated with subdivision criteria. An easement for the sewer line is memorialized, Lot 1 is intended for the sewer treatment plant, Lot 2 provides access to Lot 1, and Lot 3 is designated as an open space parcel. The Planning Commission forwards a positive recommendation. She pointed out a correction in Finding No. 7. The Mayor opened the public hearing; there was no input received from the audience and the hearing was closed. Joe Kernan, "I move to approve the Ordinance approving the Quinn's Water Treatment Subdivision at 3800 Richardson Flat Road". Candace Erickson seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Absent
Joe Kernan	Aye
Liza Simpson	Absent

8. Consideration of an Ordinance approving an Amended and Restated Condominium Record of Survey Plat for Deer Crest Roosevelt Gap Resort, located at 2300 Deer Valley Drive, Park City – Planner Kirsten Whetstone explained that the request is to amend and restate the entire record of survey plat for the St. Regis Resort in Deer Crest, Deer Valley. Portions of the resort are considered condominiums and others are condominium suites, complicating the plat but the amendment addresses issues raised through the construction. The Planning Commission forwards a positive recommendation; there was no public input at that meeting.

Roger Harlan questioned the location of the affordable housing being adjacent to the funicular. He felt that the noise from the machinery will create an unappealing living situation. Kristen Whetstone stated that she toured the affordable housing units which are very nice but the funicular was not operating at the time. The architect for Deer Crest explained that the equipment is actually housed in the Roosevelt Gap Building and there is no machinery in the Snow Park area. The system is basically a car on a rope and it is a quiet ride. The units are located off of Deer Valley Drive and the proximity to the funicular is not an issue with regard to noise. The Mayor opened the public hearing and with no comments, closed the hearing. Candace Erickson, "I move that we approve an Ordinance approving the amended and restated Condominium Record of Survey Plat for Deer Crest Roosevelt Gap Resort located at 2300 Deer Valley Drive". Joe Kernan seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Absent
Joe Kernan	Aye
Liza Simpson	Absent

9. Consideration of an appeal of the Planning Commission's July 8, 2009 approval of a conditional use permit application submitted by North Silver Lake Lodge LLC – appellants, adjacent owner associations represented by Clyde Snow, Attorneys at Law – The Mayor invited the public to comment. There was no input and the Mayor requested a motion to continue to October 15, 2009. Candace Erickson, "I so move". Joe Kernan seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Absent
Joe Kernan	Aye
Liza Simpson	Absent

VII ADDITIONAL DISCUSSION – AGENDA ITEMS

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 p.m. Members in attendance were Mayor Dana Williams, Candace Erickson, Roger Harlan, and Joe Kernan. Liza Simpson and Joe Kernan were excused. Staff present was Tom Bakaly, City Manager; Tom Daley, Deputy City Attorney; Jon Weidenhamer, Economic Development Manager; Jeff Schoenbacher, Environmental Specialist; Diane Foster, Sustainability Manager; Ron Ivie, Chief Building Official; and Jessica Winderl, Legal Assistant . Roger Harlan "I move to close the meeting to discuss property and litigation". Joe Kernan seconded. Motion carried. The meeting opened at approximately 5:15 p.m. Roger Harlan, "I move to open the meeting". Joe Kernan seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Absent
Joe Kernan	Aye
Liza Simpson	Absent

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

Prepared by Janet M. Scott

Janet M. Scott, City Recorder

City Council
Staff Report

Subject: **593 Park Avenue**
Author: **Alison Avery, Planning Intern**
Francisco Astorga, Planner
Date: **October 1, 2009**
Type of Item: **Administrative – Plat Amendment**

PARK CITY 1884
PLANNING DEPARTMENT

Summary Recommendations

Staff recommends the City Council review the application, hold a public hearing, and consider approving the 593 Park Avenue Plat Amendment based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Description

Applicant:	Charles Mooty represented by Mical Bracken, Upwall Design Architects
Location:	593 Park Avenue
Zoning:	Historic Residential (HR-1) District
Adjacent Land Uses:	Residential condominiums & single family dwellings
Reason for Review:	Plat amendments require Planning Commission review and City Council approval

Background

On July 27, 2009 the City received a completed application for the 593 Park Avenue Plat Amendment. The property is located at 593 Park Avenue in the Historic Residential (HR-1) zoning district. The proposed plat amendment combines lots 22 and 23, Block 5 of the Park City Survey into one lot of record. The proposed new lot will be 3,747.75 square feet in size.

The current use of the property is vacant land. The parcel is on the corner of Park Avenue and platted 6th Street. There are residential condominiums located across the north and single family residential dwellings on the west, south, and east.

The applicant wishes to combine the lots into one (1) lot to facilitate a new structure on the property. A building permit cannot be issued for construction across a lot line.

This application was reviewed at the September 9, 2009 Planning Commission meeting. A question was raised about the sewer easement in the back, but the issue had previously been resolved. The Planning Commission passed a motion to forward a positive recommendation to the City Council.

Analysis

The proposed plat amendment creates one (1) lot from two (2) Old Town lots within the

HR-1 District. Staff has reviewed the proposed plat amendment and found compliance with the following Land Management Code (LMC) requirements for lot size and width:

	LMC requirement	Proposed
Minimum lot size	1,875 sq. ft.	3,747.75 sq. ft.
Minimum lot width	25 ft.	49.97 ft.

Staff has studied the compatibility of the lot combination with the surrounding lots regarding the concept of increased house size due to the larger lot. Currently the LMC does not regulate floor area; however, footprint is regulated according to the lot size per the footprint formula, illustrated by LMC table 15-2.2 below:

*Lot Depth, </= ft. **	*Lot Width, ft. Up to:*	*Side Yards Min. Total, ft.*		*Lot Area Sq. ft.*	*Bldg. Pad Sq. ft.*	*Max. Bldg. Footprint*
75 ft.	*25.0*	*3 ft.*	*6 ft.*	*1,875*	*1,045*	*844*
75 ft.	*37.5*	*3 ft.*	*6 ft.*	*2,813*	*1,733*	*1,201*
75 ft.	***50.0***	***5 ft.***	***10 ft.***	***3,750***	***2,200***	***1,519***
75 ft.	*62.5*	*5 ft.*	*14 ft.*	*4,688*	*2,668*	*1,801*
75 ft.	*75.0*	*5 ft.*	*18 ft.*	*5,625*	*3,135*	*2,050*

As indicated on the aerial photograph (Exhibit B), the neighboring property directly to the south, 581 Park Avenue, received plat amendment approval by the City, 581 Park Avenue Plat Amendment (2001), combining one and a half (1½) lots into one (1) lot. The next building to the south, 575 Park Avenue, has a lot line going through a historic building, making the site thirty seven and a half feet (37.5) wide. The following building to the south is also historic and also has a lot line going through the building making the site fifty feet wide (50').

Across the street are 578 and 584 Park Avenue, which received plat amendment approval by the City, Gaddis Lot Combination (1996), creating two (2) lots which are thirty nine feet (39') wide and thirty six feet (36') wide respectively. The next site, 594 Park Avenue, directly across the street from the subject property has not received plat amendment approval combining the two (2) lots fifty feet (50') wide, even though the building goes through the lot line.

The area to the north across platted 6th Street, houses the Motherlodge II Condominium project and across the street there are several twenty five foot (25') lots which do not appear to have any property line discrepancies like the other un-amended sites labeled on Exhibit B.

Staff finds good cause for this plat amendment as the combined lot will provide an opportunity for transition from the condominium project to the historic sites located on

Park Avenue west. The new lot will meet the lot and size requirement prescribed by the LMC. All future construction must comply with the LMC requirements for the HR-1 District including compliance of the Design Guidelines for Historic Districts and compliance of Steep Slope Conditional Use Permit criteria, if applicable. Under the current LMC the following site requirements would be allowed on the proposed new lot:

	Permitted
Height	27 ft. maximum
Front setback	10 ft. minimum
Rear setback	10 ft. minimum
Side setbacks	5 ft. minimum
Footprint	1,519 maximum
Parking	2 minimum
Stories	3 Stories maximum

Process
The applicant will have to submit a Historic District Design Review application, which is reviewed administratively by the Planning Department. Depending on the slope of the lot a Steep Slope Conditional Use Permit may be required, which is reviewed by the Planning Commission. They will also have to submit a Building Permit application. The approval of this plat amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18. Staff review of a Building Permit is not publicly noticed nor subject to review by the Planning Commission unless appealed.

Department Review
This project has gone through an interdepartmental review. During this review the Snyderville Basin Water Reclamation District has expressed concern with the necessary sewer easement to be added on the back of the lot, which will not exceed the minimum rear setback requirement.

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 593 Park Avenue Plat Amendment as conditioned or amended; or
- The City Council may deny the 593 Park Avenue Plat Amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the 593 Park Avenue Plat Amendment.

- The City Council may remand the item back to the Planning Commission for specific discussion on topics and/or findings.

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

Consequences of not taking the Suggested Recommendation
The two lots would remain as is. There would be no lot combination.

Recommendation
Staff recommends the City Council review the application, hold a public hearing, and consider approving the 593 Park Avenue Plat Amendment based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits
Exhibit A – Draft Ordinance
Exhibit B – Aerial Photograph
Exhibit C – Existing Survey

Exhibit A: Draft Ordinance

Ordinance No. 09-

AN ORDINANCE APPROVING THE 593 PARK AVENUE PLAT AMENDMENT LOCATED AT 593 PARK AVENUE, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 593 Park Avenue has petitioned the City Council for approval of the 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 9, 2009, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on September 9, 2009, forwarded a positive recommendation to the City Council; and,

WHEREAS, on October 1, 2009, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the 593 Park Avenue Plat Amendment.

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

SECTION 1. APPROVAL. The 593 Park Avenue Plat Amendment as shown in Attachment 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 593 Park Avenue.
2. The zoning is Historic Residential (HR-1).
3. The proposed lot is 3.747.75 square feet in size.
4. The current minimum lot size within the HR-1 District is 1,875 sq. ft.
5. The lot width of the proposed lot is 49.97 feet.
6. The current minimum lot width within the HR-1 District is 25.0 feet.
7. The current use of the property is vacant land.
8. No remnant parcels of land are created with this plat amendment.
9. The proposed lot size is compatible with adjacent and street development.
10. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law:

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

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment 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. A 10' (ten foot) snow storage easement shall be dedicated to Park City across the properties frontage.
4. Modified 13-D sprinklers shall be required.

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

PASSED AND ADOPTED this 1st day of October, 2009.

PARK CITY MUNICIPAL CORPORATION

____

Dana Williams, MAYOR

ATTEST:

____

Jan Scott, City Recorder

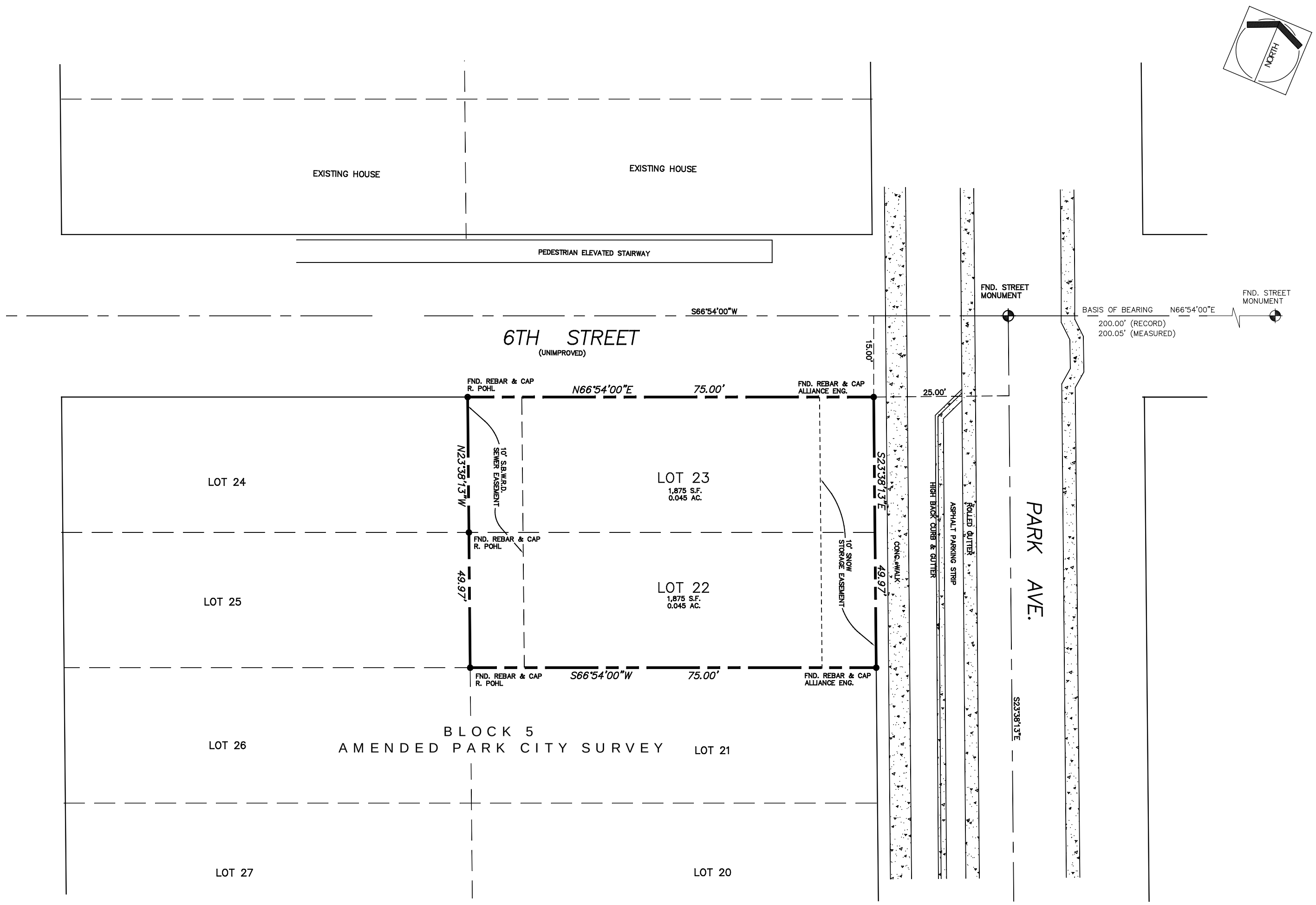
APPROVED AS TO FORM:

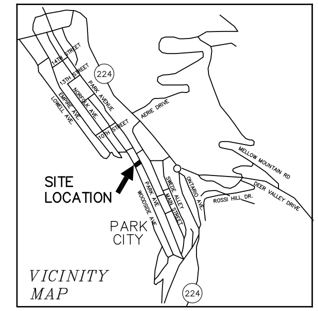
____

Mark Harrington, City Attorney

Attachment A – Proposed Plat

Attachment A





NOTES:

1) It is the purpose of this Amended Plat to eliminate the line common to Lots 22 and 23. No other changes, revisions, or amendments are made or implied, and any and all other easements, restrictions, and/or instruments of record shall remain in place unless shown otherwise hereon.

2) "Utilities shall have the right to install, maintain, and operate their equipment above and below ground and all other related facilities within the Public Utility Easements identified on this plat map as may be necessary or desirable in providing utility services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the PUE. The utility may require the lot owner to remove all structures within the PUE at the lot owner's expense, or the utility may remove such structures at the lot owner's expense. At no time may any permanent structures be placed within the PUE or any other obstruction which interferes with the use of the PUE without the prior written approval of the utilities with facilities in the PUE."

3) All notes and restrictions on the original plat apply to this amended plat.

LEGEND

- ◉ FOUND REBAR & CAP – AS NOTED
- ○ SET REBAR & CAP – L.S. 316833

0 5 10 20 30
SCALE: 1"=10'

LOCATED IN
BLOCK 5, AMENDED PARK CITY SURVEY
SUMMIT COUNTY, UTAH

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents: That the owners of the hereon described tracts of land, hereby causes the same to be divided into lots and private streets, as set forth in this plat, hereafter to be known as

"Cedar Draw Estates Lot 36 Amended".

Also, the owners hereby dedicate to Summit County, Snyderville Basin Water Reclamation District, Mountain Regional Water Service District, and Park City Fire District, a non-exclusive easement over the roadways and utility easements shown on this plat for the purpose of providing access for utility installation, maintenance use and eventual replacement, and to provide access for emergency services. Those areas that are intended for public use are hereby dedicated to Summit County.

Executed this _____ day of _________ , 2009.

____
OWNER

ACKNOWLEDGMENT

State of Utah
County of Summit

The foregoing was acknowledged before me this ____ day of ___________, 2009 by
___________________________ , Owner of Lots 22 & 23, Block 5, Amended Park City Survey.

____
Notary Public
Residing at: ____________________
My commission expires: ______________

LEGAL DESCRIPTION

ALL OF LOTS 22 & 23, BLOCK 5, OF THE AMENDED PARK CITY SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 23, BLOCK 5, AMENDED PLAT OF PARK CITY, SAID POINT BEING SOUTH 66°54'00" WEST 25.00 FEET AND SOUTH 23°06"00" EAST 15.00 FEET FROM THE STREET MONUMENT AT THE INTERSECTION OF 6TH STREET AND PARK AVENUE (BASIS OF BEARING BEING NORTH 66°54'00" EAST 200.05 FEET FROM SAID STREET MONUMENT TO THE STREET MONUMENT AT 6TH STREET AND MAIN STREET) AND RUNNING THENCE SOUTH 23°38'13" EAST 49.97 FEET TO THE SOUTHEAST CORNER OF LOT 22, THENCE SOUTH 66°54'00" WEST 75.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 22, THENCE NORTH 23°38'13 WEST 49.97 FEET TO THE NORTHWEST CORNER OF SAID LOT 23, THENCE NORTH 66°54'00" EST 75.00 FEET TO THE POINT OF BEGINNING.

Contains 3,750 SQ. FT. OR 0.09 AC.

SURVEYOR'S CERTIFICATE:

I, Russell E. Campbell, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 316833 as prescribed under the laws of the State of Utah. I further certify that a boundary and topographic survey has been made of the land shown on this plat and described hereon and that this plat is a correct representation of the land surveyed and has been prepared in conformity with the minimum standards and requirements of the law as of the date of survey, July 17, 2009.

____
Russell E. Campbell

____
Date

LOT 22 AMENDED
BLOCK 5, AMENDED PARK CITY SURVEY
SUMMIT COUNTY, UTAH

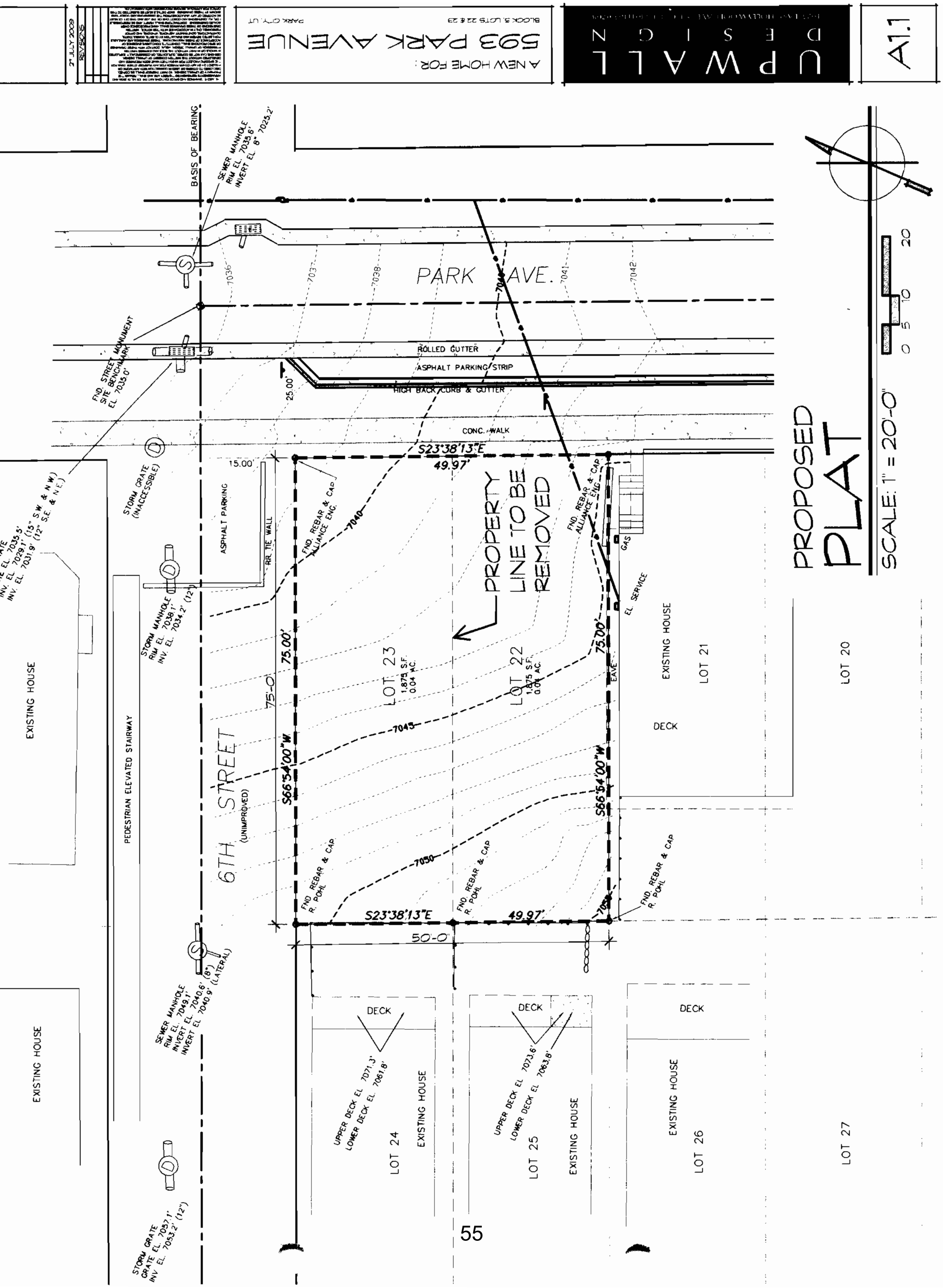
BASELINE SURVEYING, Inc
1058 East 2100 SOUTH
Salt Lake City, UT 84106
(801) 209–2152

CERTIFICATE OF ATTEST	PLANNING COMMISSION	COUNCIL APPROVAL AND ACCEPTANCE	CITY ENGINEER	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	APPROVAL AS TO FORM	RECORDED
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF __________ 2009. __________ PARK CITY RECORDER	APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF __________ 2009. __________ PLANNING COMMISSION CHAIRMAN	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ______ DAY OF __________ , 2009. __________ MAYOR	I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT REVIEWED BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE WITH AVAILABLE INFORMATION ON FILE IN THIS OFFICE. __________ DATE __________ PARK CITY ENGINEER	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS THIS _____ DAY OF __________ , 2009. __________ S.B.W.R.D.	APPROVED AS TO FORM ON THIS ____ DAY OF __________ 2009. __________ PARK CITY ATTORNEY	ENTRY NO.________ BOOK_____ PAGE _____ STATE OF UTAH . COUNTY OF SUMMIT DATE __________ TIME __________ RECORDED AND FILED AT THE REQUEST OF: __________ __________ COUNTY RECORDER

Exhibit B


25' wide lots
594 Park Ave.
50' wide (un-amended)
584 Park Ave.
36' wide (amended)
578 Park Ave.
39' wide (amended)
593 Park Ave.
50' wide (proposed)
25' wide lots
581 Park Ave.
37.5' wide (amended)
575 Park Ave. (Historic L)
37.5' wide (un-amended)
569 Park Ave. (Historic S)
50' wide (un-amended)

Exhibit C



A NEW HOME FOR:
593 PARK AVENUE
BLOCK 5, LOTS 22 & 23
PARK CITY, UT
UPWALL DESIGN
A1.1
2nd JULY 2009
REVISIONS
PROPOSED PLAT
SCALE: 1" = 20'-0"
0 5 10 20
BASIS OF BEARING
SEWER MANHOLE RIM EL. 7035.6' INVERT EL. 8" 7025.2'
PARK AVE.
ROLLED GUTTER
ASPHALT PARKING STRIP
HIGH BACK CURB & GUTTER
CONC. WALK
FND. STREET MONUMENT SITE BENCHMARK EL. 7035.0'
25.00'
15.00'
STORM GRATE (INACCESSIBLE)
ASPHALT PARKING
RR. TIE WALL
STORM MANHOLE RIM EL. 7038.1' INV. EL. 7034.2' (12")
S23°38'13"E
49.97'
75.00'
S66°54'00"W
75'-0
50'-0
PROPERTY LINE TO BE REMOVED
LOT 23 1,875 S.F. 0.04 AC.
LOT 22 1,875 S.F. 0.04 AC.
FND. REBAR & CAP ALLIANCE ENG.
FND. REBAR & CAP R. POHL
7040
7045
7050
GAS
EL. SERVICE
EAVE
6TH STREET (UNIMPROVED)
PEDESTRIAN ELEVATED STAIRWAY
EXISTING HOUSE
DECK
LOT 20
LOT 21
LOT 24
LOT 25
LOT 26
LOT 27
UPPER DECK EL. 7071.3' LOWER DECK EL. 7061.8'
UPPER DECK EL. 7073.6' LOWER DECK EL. 7063.8'
SEWER MANHOLE RIM EL. 7049.1' INVERT EL. 7040.6' (8") INVERT EL. 7040.9' (LATERAL)
STORM GRATE GRATE EL. 7057.1' INV EL. 7053.2' (12")

City Council
Staff Report

PARK CITY 1884 PLANNING DEPARTMENT

Subject:	**Kentay Subdivision**
Author:	**Kirsten A. Whetstone, AICP**
Date:	**October 1, 2009**
Type of Item:	**One year extension of plat approval**

Summary Recommendations

Staff recommends that the City Council conduct a public hearing, consider input, and approve the request for a one year extension for the Kentay Subdivision plat based on the findings of fact, conclusions of law, and revised conditions of approval in the attached ordinance provided for the Council's consideration.

Topic

Applicant:	Steve Swanson, owner's representative
Project Address:	430 Main Street
Zoning:	Historic Commercial Business (HCB)
Adjacent Land Uses:	Commercial and office uses, second story residential, parking
Reason for Review:	Extensions of plat amendment approvals require City Council action

Background

On March 26, 2008 the City received a complete application for the Kentay Subdivision, located at 430 Main Street, within the Historic Commercial Business (HCB) district. The subdivision plat is a combination of the northerly 10.17 feet of Lot 7 and the southerly 10 feet of Lot 8, Block 23 of the Park City Survey with an adjacent 20.5' by 45.5' un-platted parcel (Exhibit A). The lots and parcel are under common ownership. The un-platted parcel was originally owned by the City and was quit claimed to a previous owner in 1989. The City retained a non-exclusive public utility easement over the entirety of the quit claimed parcel to accommodate existing utilities.

Prior to issuance of any building permits on the rear parcel any existing utilities for adjacent properties would have to be relocated at the owner's expense and the utility easement would have to be vacated or relocated. Vacation or relocation of the utility easement would require City Council action. This plat amendment does not vacate the easement.

Submitted with the subdivision request was a request for a variance to the minimum lot width in the HCB zone. On March 18, 2008, the Board of Adjustment granted a variance to the minimum lot width of 25'. The property is 20.17' in width on Main Street and 20.5' in width on Swede Alley.

The property at 430 Main Street is currently improved with a 987 sf historic retail/commercial building (the Park City Jewelers Building) (Exhibit B). The building is one story on the Main Street side and 2 stories on the Swede Alley side. The applicant would like to expand the business by approximately 1,000 sf and provide 2 living units within an upper level addition. The lot will continue to have access from Main Street and Swede Alley. A Historic District Design Review application for an addition to the historic structure was submitted. Review of the addition is pending the outcome of the subdivision/plat amendment application.

There is an existing historic 2-story building (Purple Sage building at 434 Main Street) located within inches of the 430 Main Street building. The adjacent building encroaches onto the 430 Main Street property by approximately 0.35'. The plat amendment resolves the encroachment for the neighboring 434 Main Street by providing an easement for the encroachment. The non-historic Café Terigo building (424 Main Street) is located to the south.

On May 28, 2008, the Planning Commission conducted a public hearing and forwarded a positive recommendation to the City Council. There was no public input. On June 19, 2008, the City Council approved the Kentay Subdivision (Exhibit C).

On June 16, 2009, the applicant submitted a request for a one year extension (to June 19, 2010). The applicant has been working with the adjacent neighbors, Snyderville Basin Water Reclamation District, and the City Engineer to come up with solutions for relocating the utilities. The applicant has been unable to secure letters from adjacent property owners approving the relocation of utilities and is requesting that the condition of approval requiring these letters be revised to require notice prior to relocating the utilities.

According to the City Engineer, relocation of these utilities typically requires a notice to affected properties, but not a letter of approval.

Analysis

Land Management Code

The subdivision/plat amendment does not create any new non-conforming circumstances, nor does it increase density because the number of lots is not increased. It would allow the existing building to be increased in size, subject to the Historic District Design Review and according to the HCB lot and site requirements as stated in LMC Section 15-2.6-3.

	CODE REQUIREMENT	PROPOSED
FRONT SETBACKS	0'	0'
SIDE SETBACKS	0'	0'
REAR SETBACKS	0'	4' (9' to the back of curb on Swede Alley to accommodate

		a 9’ sidewalk per LMC 15-2.6-3)
HEIGHT	24’ at the property line on Swede and 30’ at property line on Main following a 45 degree angle to a maximum height of 45’	16’ on Main Street, 24’ on Swede Alley, to maximum height of 33’ for the proposed residential addition
MINIMUM LOT SIZE	1,250 sf	2,545.5 sf
MINIMUM LOT WIDTH	25’	20.17’ (variance granted by BOA on March 18, 2008.)

Staff finds good cause for this subdivision plat amendment as portions of two lots and a parcel will be combined into one lot of record. Similar plat amendments have been approved in the immediate neighborhood to combine the adjacent parcels with the existing lots. The resulting lot size is consistent with the pattern of development in the neighborhood. Additionally, an easement for the encroachment of the Purple Sage building at 434 Main Street is provided on the plat.

Utility Easement

There is an existing non-exclusive utility easement on the property that was retained by the City at the time of the quit claim deed of the parcel. At the time of this quit claim in 1989 the City had quit claimed other similar remnant parcels on Swede Alley to facilitate redevelopment of the rear facades of Main Street businesses. This utility easement would have to be vacated by the City prior to issuance of any building permits for construction on the rear portion of the lot, provided the utilities can be relocated. Vacation of the utility easement requires City Council action. Prior to review by the City Council, the applicant is required to provide letters from utility providers indicating the location of utilities and whether they have objections to vacating the easement. Additionally, any existing utilities would need to be relocated at the applicant’s expense. Currently, there are storm drain pipes, overhead power, and cable and phone pedestals within the easement. The applicant has had several meetings with utility providers and the City Planning, Engineering, and Building departments to review existing and proposed utility plans. The owner’s of adjacent buildings will not provide letters of approval to move the utilities.

One year extension of approval

The applicant is seeking a one year extension of plat approval in order to complete utility plans and record the final plat. Originally approved by the City Council on June 19, 2008, the plat was approved with a condition of approval requiring recordation within one year of approval. Prior to expiration, the applicant submitted a complete application requesting a one year extension for plat recordation. City Policy has been to approve such extensions if the applicant demonstrates good cause and that no change in circumstance has occurred since the previous approval. No changes in circumstance or zoning of the property have occurred since the time of the original approval. No applicable changes to the LMC have occurred in the time since the application was initially approved. The applicant is requesting that the City Council extend the approval to June 19, 2010.

Department Review

This project has gone through an interdepartmental review. Issues discussed included 1) the utility easement, 2) the variance to the minimum lot width, and 3) a requirement for an existing conditions survey and additional information regarding existing utilities. These issues have been resolved by additional information from the applicant and/or by conditions of approval. The Board of Adjustment approved the variance to minimum lot size.

Public Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record. Staff has not received public input on the request for a one year extension.

Alternatives

- The City Council may approve a one year extension for the Kentay Subdivision at 430 Main Street as conditioned or amended; or
- The City Council may deny a one year extension and direct staff to prepare findings for this action; or
- The City Council may continue the discussion to a date certain to allow the applicant time to respond to any additional concerns or issues raised at the Council hearing.

Significant Impacts

There are no significant fiscal or environmental impacts that result from this application. Before construction can occur on the Swede alley portion of the property the existing utilities will need to be relocated and the easement shall have been vacated in whole or in part, prior to issuance of building permits. The plat provides an easement for the encroachment of 434 Main Street for the benefit of the owner of 434 Main Street.

Consequences of not taking the Suggested Recommendation

The subdivision plat approval will expire. No additions could be constructed across the property line. However, a condominium record of survey plat, if approved, could allow such construction. Existing encroachments would not be resolved.

Recommendation

Staff recommends the City Council conduct a public hearing for the 430 Main Street plat amendment extension request, consider public input, and approve the one year extension of approval based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance.

Exhibits

Ordinance from 2008 approval with redlined change to conditions #10
Exhibit A- Proposed plat

Exhibit B- Existing Conditions Survey
Exhibit C- Action letter from June 19, 2008 approval
Exhibit D- Applicant’s letter
Exhibit E- Photos
Exhibit F- Assessor’s plat

Ordinance No. 09-__

AN ORDINANCE EXTENDING THE APPROVAL OF THE KENTAY SUBDIVISION, A REPLAT OF A PORTION OF LOTS 7 AND 8, BLOCK 23 OF THE PARK CITY SURVEY AND INCLUDING AN ADJACENT PARCEL, LOCATED AT 430 MAIN STREET, PARK CITY, UTAH

WHEREAS, the owners of the property located at 430 Main Street, have petitioned the City Council for approval of a subdivision to create a lot of record from the replat of the northerly 10.17 feet of Lot 7 and the southerly 10 feet of Lot 8, Block 23 of the Park City Survey, and the inclusion of an adjacent 20.5' wide by 45.5' deep un-platted parcel, as shown on Exhibit A; and

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

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

WHEREAS, on May 28, 2008, the Planning Commission held a public hearing to receive input on the proposed subdivision; and

WHEREAS, on May 28, 2008, the Planning Commission forwarded a recommendation to the City Council; and

WHEREAS, on June 16, 2008, the City Council conducted a public hearing on the proposed subdivision; and

WHEREAS, on March 18, 2008, the Board of Adjustment granted approval of a variance to the minimum lot width of 25' in the Historic Business District to allow a 20.17' width for 430 Main Street; and

WHEREAS, on October 1, 2009, the City Council conducted a public hearing and approved a one year extension of the Kentay Subdivision approval; and

WHEREAS, it is in the best interest of Park City, Utah to approve the subdivision to reconfigure the portions of lots and adjacent parcel at 430 Main Street to create a 2,545.5 square foot lot of record for an historic building and possible future addition to the rear. An easement is provided for the encroachment of 434 Main Street onto this property.

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

SECTION 1. APPROVAL. The Kentay Subdivision, located at 430 Main Street, as shown in Exhibit A is approved subject to the following Findings of Fact, Conclusions of Law, and Conditions of Approval. The above recitals are hereby incorporated as findings of fact.

Findings of Fact

1. The property, known as 430 Main Street is located in the Historic Commercial Business (HCB) zoning district.
2. The HCB zone is a commercial zone characterized by a mix of historic and contemporary buildings for commercial, office, and upper story residential uses.
3. The subdivision will combine the northerly 10.17 feet of Lot 7 and the southerly 10 feet of Lot 8, Block 23 of the Park City Survey with an adjacent 20.5’ by 45.5’ un-platted parcel to create a 2,545.5 square foot lot of record for an existing historic building.
4. The lots and parcel are under common ownership.
5. The property is improved with a 987 sf historic retail/commercial building known as the Park City Jewelry Building. The building has a one story façade on Main Street and a 2 story façade on Swede Alley.
6. Access to the property is from Main Street and Swede Alley.
7. The minimum lot size in the HCB zoning district is 1,250 square feet.
8. The minimum lot width in the HCB zoning district is 25’. The lot of record would be 20.17’ in width.
9. On March 18, 2008, the Board of Adjustment granted a variance to the minimum lot width for the property at 430 Main Street allowing a minimum lot width of 20.17’.
10. There is an existing non-exclusive utility easement located on the adjacent parcel. The easement was retained by the City in 1989 when the parcel was quit claimed to the property owner. There are existing utilities crossing the parcel that serve the property and adjacent properties. These utilities include overhead power and storm drain pipes. There are phone and cable pedestals located in the easement that serve 430 Main.
11. The owner has researched the location of existing utilities and has developed a plan to relocate these utilities at his expense. The owner is securing consent to vacate letters from utility providers and intends to request of the City Council a vacation of a portion of the utility easement.
12. The adjacent structure at 434 Main Street encroaches onto the property by 0.35 feet. The applicant proposes to include an encroachment easement on the plat in order to resolve this encroachment.
13. The Swede Alley parcel did not pay into the parking improvement district and is therefore not exempt from the parking requirements in the HCB district.

Conclusions of Law

1. There is good cause for this plat amendment, being a re-plat of portions of two existing lots and an adjacent parcel, as it creates one lot of record for an historic structure and possible future addition and provides an easement for an encroaching historic structure.
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, approval of the subdivision does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Attorney and City Engineer will review and approve the final form and content of the plat 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 at the County Recorder’s Office by June 19, 2010. If recordation has not occurred within one year’s time, this approval for the Kentay Subdivision plat will be void.
3. Recordation of this plat and vacation of the existing non-exclusive utility easement is a condition precedent to issuance of a building permit.
4. A sidewalk easement, to accommodate a 9’ sidewalk measured from front face of curb to front of the Building shall be included on the plat.
5. The applicant shall obtain written approval from all franchised utility providers agreeing to the extinguishment of the utility easement prior to vacation of the easement.
6. All standard project conditions apply.
7. An encroachment easement for the benefit of 436 Main Street shall be included on the plat prior to recordation.
8. The applicant shall provide prior notice to adjacent property owners affected by relocation of any existing utilities.
9. An encroachment easement for 434 Main Street shall be included on the plat prior to recordation.
10. The applicant shall obtain written approval from adjacent property owners affected by relocation of existing utilities impacted by the easement vacation.

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

PASSED AND ADOPTED this 1st day of October, 2009.

430 Main

Kentay Subdivision
2 Parcels In & Adjacent to Block 23, Park City Survey

SEP 2 0 2007
PARK CITY PLANNING DEPT.

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned are the representatives of Kentay Properties, a Utah General Partnership, owner of the hereon described tract of land known as Parcels 1 and 2, in and adjacent to Block 23, Amended Plat of the Park City Survey, and having caused this Plat Amendment to be made, do hereby consent to its recordation, on behalf of said Kentay Properties, in the office of the County Recorder of Summit County, Utah in accordance with Utah State Law.

Also, the owner hereby irrevocably offers for dedication for the perpetual use of the public, all parcels of land shown on this plat as intended for public use, and does further dedicate the easements as shown hereon.

In witness whereof, the undersigned have set their hand this ______ day of ______________, 2007.

By ______________________ William Taylor Braze, President, Kentay Properties

By: ______________________ Kenneth Lee Whipple, Vice President, Kentay Properties

64

ACKNOWLEDGEMENT

STATE OF UTAH
County of Summit

On this _____ day of __________ 2007, William Taylor Braze and Kenneth Lee Whipple personally appeared before me, the undersigned Notary Public in and for said State and County, who, after being duly sworn, acknowledged to me that they are the representatives of Kentay Properties, the owner of Parcels 1 and 2, in and adjacent to Block 23, Amended Plat of the Park City Survey, that they have signed the above Owner's Dedication and Consent to record freely and voluntarily on behalf of said Kentay Properties and that they executed this document for the purposes set forth hereon.

My commission expires: ________ ______________________
NOTARY PUBLIC
Residing in__________County,

EXHIBIT A.

NARRATIVE

1. Plat requested by: William Taylor Braze and Kenneth Lee Whipple.
2. Purpose of plat: lot line amendment removing the property lines between the parcels.
3. Located in Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian.
4. Lot bearings and distances are according to the warranty deed of record and the Official Plats of the Park City Survey, on file and of record in the office of the Summit County Recorder.
5. The owner of the property should be aware of and disclose any items affecting the property that may appear in a title insurance report.

LEGAL DESCRIPTION

OLD:
PARCEL 1: The North 10 feet 2 inches of Lot 7 and the South 10 feet of Lot 8, Block 23, Amended Plat of the Park City Survey, according to the official plat thereof, on file and of record in the office of the Summit County Recorder.

PARCEL 2: Beginning at the Southeast corner of Lot 8, Block 23, Amended Plat of the Park City Survey, according to the official plat thereof, on file and of record in the office of the Summit County Recorder, and running thence North 23°38'00" West along said block line, 10.00 feet; thence North 66°22'00" East, 45.50 feet; thence South 23°38'00" East, 20.50 feet; thence South 66°22'00" West, 45.50 feet to the Easterly line of Block 23; thence North 23°38'00" 10.50 feet to the point of beginning.

NEW:
Beginning at a point which is North 23°38' West along the Westerly line of Block 23, Park City Survey, according to the official plats thereof, on file and of record in the office of the Summit County Recorder, 14.83 feet from the Southwesterly corner of Lot 7 of said Block 23, and running thence North 23°38'00" West along said Westerly line, 20.17 feet; thence North 66°22'00" East, 120.50 feet; thence South 23°38'00" East, 20.50 feet; thence South 66°22'00" West, 45.50 feet, more or less, to the Easterly line of said Block 23; thence North 23°38'00" West, along said Easterly line 0.33 feet; thence South 66°22'00" West, 75.00 feet to the point of beginning; containing 0.056 acres, more or less.

SURVEYORS CERTIFICATE

I, J.D. Galley, a Registered Land Surveyor as prescribed by the laws of the State of Utah and holding license No. 359005, do hereby certify that I have, by the authority of the owners, made this lotline amendment plat for the purpose described hereon.

________ Date ________ J.D. Galley RLS#359005

ALPINE SURVEY, INC.
19 PROSPECTOR DRIVE
PARK CITY, UTAH 84060
(435) 655-8016

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF ________, 2007.
BY: ______________ SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 25TH DAY OF APRIL, 2007.
BY: ______________ CHAIRMAN

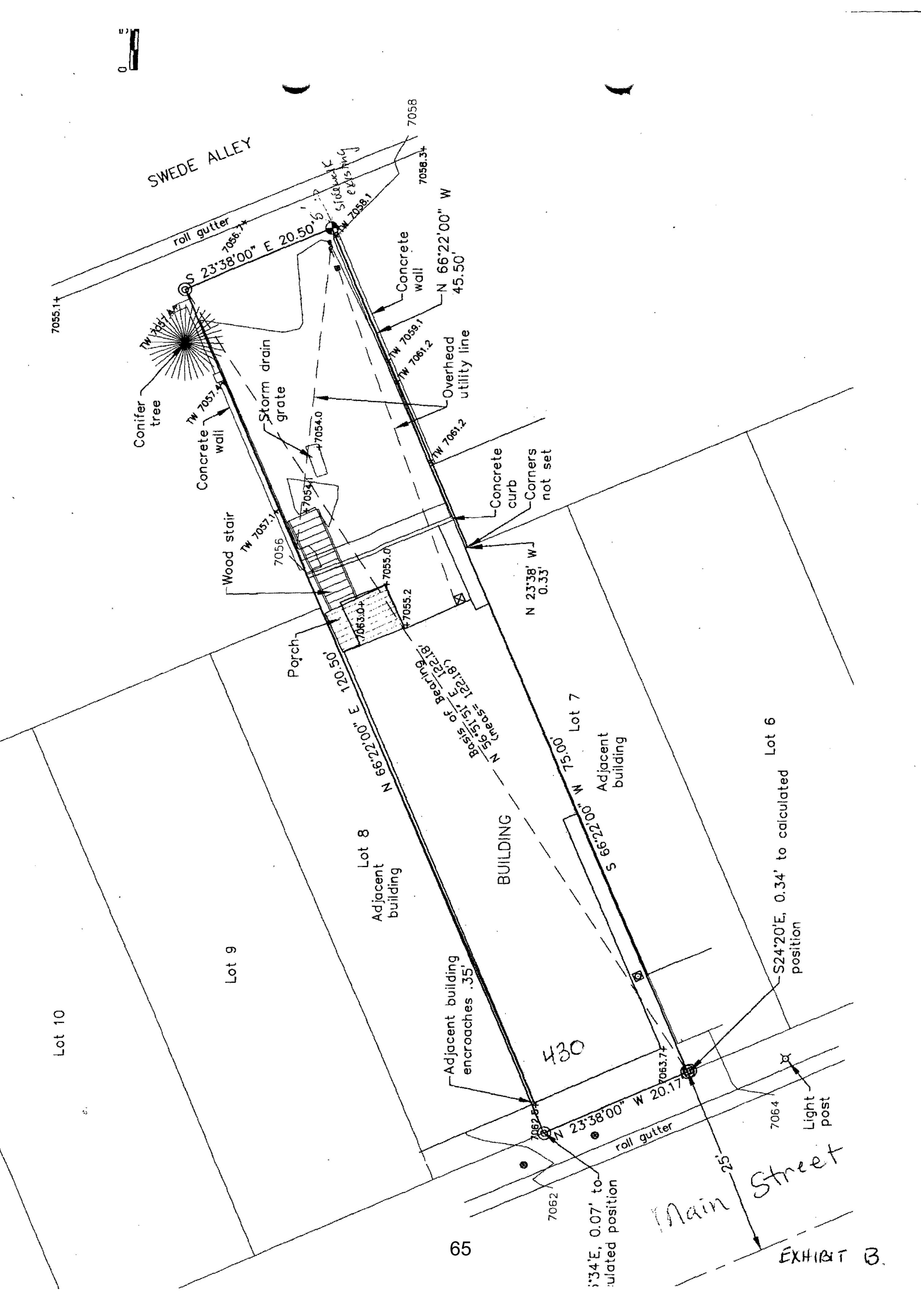
COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 25TH DAY OF MAY, 2007 A.D.
BY: ______________ MAYOR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ______ DAY OF __________, 2007.
BY: ______________ PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS ______ DAY OF __________, 2007.
APPROVED BY: ______________ PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY THE PARK CITY COUNCIL THIS 25TH DAY OF MAY, 2007.
BY: ______________ PARK CITY RECORDER

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF ______________
DATE _____ TIME ___ BOOK _____ PAGE _____
______ FEE ______ RECORDER



SWEDE ALLEY
roll gutter
S 23°38'00" E 20.50'
N 66°22'00" W 45.50'
Concrete wall
Overhead utility line
Conifer tree
Storm drain grate
Concrete curb
Corners not set
N 23°38' W 0.33'
Wood stair
Porch
N 66°22'00" E 120.50'
S 66°22'00" W 75.00'
Lot 10
Lot 9
Lot 8
Adjacent building
BUILDING
Lot 7
Adjacent building
Lot 6
Adjacent building encroaches .35'
430
N 23°38'00" W 20.17'
roll gutter
S24°20'E, 0.34' to calculated position
Light post
25'
Main Street

EXHIBIT B.

PARK CITY
1884

Building • Engineering • Planning

June 23, 2008

Steven A. Swanson
PO Box 3312
Park City, UT 84060

NOTICE OF CITY COUNCIL ACTION

Project Name:	Kentay Subdivision
Project Description:	Plat amendment to combine northerly 10.17 feet of Lot 7 and the southerly 10 feet of Lot 8, Block 23 of the Park City Survey with an adjacent 20.5' by 45.5' un-platted parcel into one lot of record.
Date of Action:	June 19, 2008

<u>Action Taken by City Council:</u> The City Council APPROVED the plat amendment for the Kentay Subdivision at 430 Main Street, based on the following findings of fact, conclusions of law, and conditions of approval:

<u>Findings of Fact</u>

1. The property, known as 430 Main Street is located in the Historic Commercial Business (HCB) zoning district.
2. The HCB zone is a commercial zone characterized by a mix of historic and contemporary buildings for commercial, office, and upper story residential uses.
3. The subdivision will combine the northerly 10.17 feet of Lot 7 and the southerly 10 feet of Lot 8, Block 23 of the Park City Survey with an adjacent 20.5' by 45.5' un-platted parcel to create a 2,545.5 square foot lot of record for an existing historic building.
4. The lots and parcel are under common ownership.
5. The property is improved with a 987 sf historic retail/commercial building known as the Park City Jewelry Building. The building has a one story façade on Main Street and a 2 story façade on Swede Alley.
6. Access to the property is from Main Street and Swede Alley.
7. The minimum lot size in the HCB zoning district is 1,250 square feet.
8. The minimum lot width in the HCB zoning district is 25'. The lot of record would be 20.17' in width.
9. On March 18, 2008, the Board of Adjustment granted a variance to the minimum lot width for the property at 430 Main Street allowing a minimum lot width of 20.17'.
10. There is an existing non-exclusive utility easement located on the adjacent parcel. The easement was retained by the City in 1989 when the parcel was

EXHIBIT C

quit claimed to the property owner. There are existing utilities crossing the parcel that serve the property and adjacent properties. These utilities include overhead power and storm drain pipes. There are phone and cable pedestals located in the easement that serve 430 Main.

11. The owner has researched the location of existing utilities and has developed a plan to relocate these utilities at his expense. The owner is securing consent to vacate letters from utility providers and intends to request of the City Council a vacation of a portion of the utility easement.
12. The adjacent structure at 436 Main Street encroaches onto the property by 0.35 feet. The owner proposes to include an encroachment easement on the plat in order to resolve this encroachment.
13. The adjacent parcel did not pay into the parking improvement district and is therefore not exempt from the parking requirements in the HCB district.

Conclusions of Law

1. There is good cause for this subdivision, being a replat of portions of two existing lots and an adjacent parcel, as it creates one lot of record for an historic structure and possible future addition.
2. The subdivision is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. As conditioned, approval of the subdivision does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Attorney and City Engineer will review and approve the final form and content of the plat 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 at the County within one year of 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. Vacation of the existing non-exclusive utility easement is a condition precedent to issuance of a building permit on the parcel portion of the Lot. A sidewalk easement, to accommodate a 9' sidewalk measured from front face of curb to front of the Building shall be included on the plat.
4. The applicant shall obtain written approval from all franchised utility providers agreeing to the extinguishment of the utility easement prior to vacation of the easement.
5. All standard project conditions apply.
6. A construction mitigation plan, to address mitigation of construction impacts on adjacent properties and businesses shall be approved by the Planning, Building, and Engineering Departments as a condition precedent to building permit issuance.
7. Parking for new construction on the lot is required to meet the standards found in the LMC Section 15-2.6-9.
8. Approval of an Historic District Design Review is required as a precedent to building permit issuance.

9. An encroachment easement for 436 Main Street shall be included on the plat prior to recordation.
10. The applicant shall obtain written approval from adjacent property owners affected by relocation of existing utilities impacted by the easement vacation.

If you have any questions or if I can be of additional assistance, please do not hesitate to call me at 435-615-5066 or e-mail to kirsten@parkcity.org

Sincerely,

Kirsten A. Whetstone, AICP
Senior Planner

file

studio 255
architecture & design

2524 Lucky John Drive
Park City UT 84060
435-513-1079

June 16, 2009

Kirsten Whetstone
Park City Planning Dept.

Dear Kirsten,

We have submitted the Application Extension for the Plat Amendment on 430 Main Street for Kentay Properties.

At this time I would like to request an amendment to the Condition of Approval item regarding letters from adjacent property owners approving relocation of utilities at the rear of the property. As we discussed in our meeting with the City Engineer, it places an undue burden on the owners in the re-plat of the property. We would like to request this Condition of Approval be removed from the document.

Any help or guidance you might have on this would be greatly appreciated.

Sincerely

Steven A. Swanson

EXHIBIT D

Front View Park City Jewelers Building and adjacent businesses

Front facade detail
Park City Jewelers Building

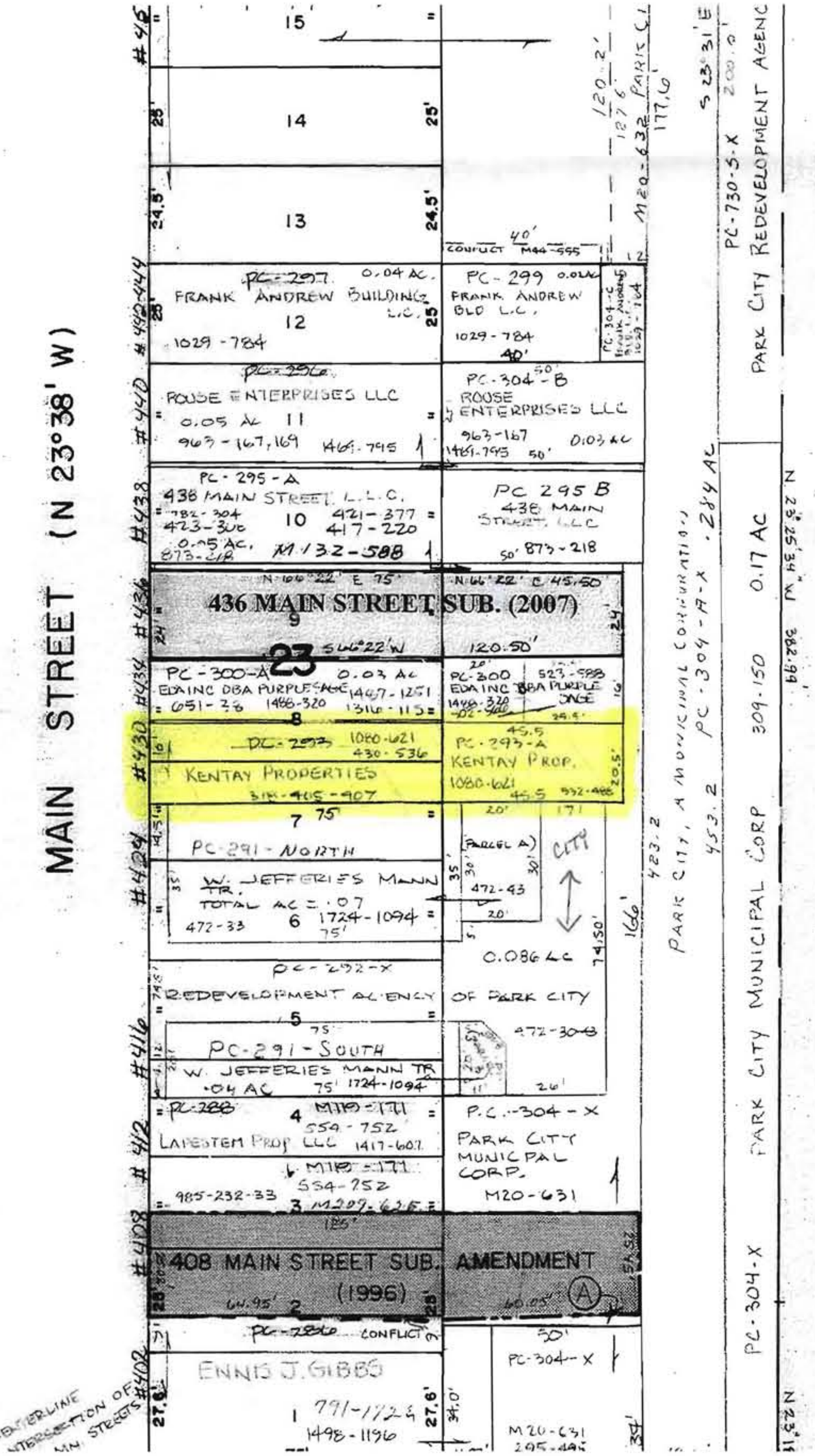
Rear View Park City Jewelers Building

Rear View Park City Jewelers Building including adjacent businesses

steven a. swanson architect
255 Main Street, Park City, Utah
studio 255
architecture design

RECEIVED
OCT 08 2007
PARK CITY
PLANNING DEPT.

EXHIBIT E



MARSAC
STRUCTU

RECEIVED
SEP 20 2007
PARK CITY
PLANNING DEPT.

EXHIBIT F.

City Council
Staff Report

Subject:	**Sandstone Cove Subdivision**
Author:	**Jacquelyn Mauer, Planner**
Date:	**October 1, 2009**
Type of Item:	**Administrative – Plat Amendment**

PARK CITY 1884 PLANNING DEPARTMENT

Summary Recommendations

Staff recommends the City Council hold a public hearing and considers approving the Sandstone Cove Plat Amendment based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Topic

Applicant:	Sandstone Cove HOA c/o Joy Stanley (Sandstone Cove HOA Officer/Director)
Location:	Sandstone Cove Subdivision
Zoning:	Estate (E) Zone within the Sensitive Lands Overlay
Adjacent Land Uses:	Residential, Open Space, Public Trails
Reason for Review:	Plat amendments require Planning Commission review and City Council approval

Background

On February 13, 2009 the City received a completed application for the Sandstone Cove plat amendment. The involved property is SSC-1 through SSC-16 and SSC-1A-AM which is Sandstone Cove Subdivision Lots 1-16.

The Sandstone Cove Subdivision Homeowners' Association (HOA) is proposing to amend the existing plat notes. The Building Department asked the HOA to make these changes to allow sensible adjustments to the restrictive existing landscaping regulations so water fees may be accurately assessed.

In 1997 the Sandstone Cove Subdivision was passed by the City Council and recorded on August 8, 1997 as the plat is today. The proposed changes with this current application will amend the current plat notes from the original 1997 subdivision plat.

The Planning Commission heard this application at its regular meeting on September 9, 2009, and forwards a positive recommendation. There was no public input.

Analysis

Staff finds good cause for this plat amendment as the proposed plat note changes will allow for adjustments to the current plat notes regarding certain restrictions.

Landscaping and Limits of Disturbance

All the lots in Sandstone Cove have been built upon. Many of the properties are not in compliance with the restrictions of the plat notes in that landscaping has occurred outside the restricted Limits of Disturbance and the maximum irrigated square footage. The amendments to the plat notes and the condition of approval that the HOA conduct a site survey of every house in the subdivision will bring the restrictions into alignment with the as-built conditions. Areas above the current maximum irrigable area (10,000 square feet) must use water efficient irrigation and drought tolerant plant materials. The changes leave some allowance for the Sandstone Cove Homeowners' Association, along with the Park City Planning Department, to use their judgment as to whether or not landscaping improvements are permitted. Allowances are made for urban-wildland interface defensible space and driveways and associated limited grading. In addition, the City will be able to accurately assess water fees based on the survey. If the amendments are not approved, the City will survey each property and may require property owners to remove landscaping areas that were not permitted in the original building permit.

Fencing

The plat note regarding fencing is proposed to be modified to allow limited fencing with approval of the HOA and the City in the Recreation and Open Space zone on the lots. Currently, all fencing is prohibited in the ROS.

Floor Area

The proposed language changes also better defines Floor Area and the intentions of the allowed Floor Area percentages in relation to Stories which is also more clearly defined. The current plat language describes "floor templates" which are not a defined term in the Park City Land Management Code and has caused internal disagreements within the HOA and inconsistent application by the City. The proposed language uses the LMC defined First Story and restricts the size of stories above the First Story. Basements, those stories below the defined First Story, are no longer subject to the "floor template" language (which has been removed). As the lots are built upon, this language would apply to any additions and remodels and be consistent with the general as-built conditions. The proposed Sandstone Cove Subdivision plat amendment complies with the Land Management Code.

Department Review

This project has gone through an interdepartmental review. The Planning, Building, and Legal departments worked with the applicant in wording the proposed plat note amendments. No further issues were brought up at that time that has not been addressed.

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 the September 9, 2009 Planning Commission meeting, no public was received. On September 10, 2009 an e-mail was received that addressed concerns of the proposed plat amendment. Linda Karz also came and visited the Planning Department. Linda and I discussed the concerns she addressed in the e-mail. Condition of Approval # 4 was added to help alleviate the lighting issue. The e-mail is included as "Exhibit D" in this packet.

Alternatives

- The City Council may approve the Sandstone Cove plat amendment as conditioned or amended; or
- The City Council may deny the Sandstone Cove plat amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the Sandstone Cove plat amendment.
- The City Council may remand the Sandstone Cove plat amendment back to the Planning Commission for specific discussion on topics and/or findings.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The plat notes would stay as they are currently. Landscape improvements may be required to be removed if they are outside the original Limits of Disturbance or above the 10,000 square foot restriction.

Recommendation

Staff recommends the City Council hold a public hearing and considers approving the Sandstone Cove Subdivision plat amendment based on the findings of fact, conclusions of law and conditions of approval as found in the following draft ordinance.

Ordinance No. 09-

AN ORDINANCE APPROVING THE SANDSTONE COVE PLAT AMENDMENT LOCATED AT THE SANDSTONE COVE SUBDIVSION, PARK CITY, UTAH.

WHEREAS, the owners of the property located at Sandstone Cove Subdivision have petitioned the City Council for approval of the Sandstone Cove Subdivision 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 9, 2009, to receive input on the Sandstone Cove plat amendment;

WHEREAS, the Planning Commission, on September 9, 2009, forwarded a positive recommendation to the City Council; and,

WHEREAS, on October___, 2009, the City Council approved Sandstone Cove Subdivision plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Sandstone Cove plat amendment.

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

SECTION 1. APPROVAL. Sandstone Cove plat amendment 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 Sandstone Cove Subdivision.
2. The zoning is Estate (E) within the Sensitive Lands Overlay (SLO).
3. The Plat Amendment will allow sensible adjustments to the landscaping regulations of the Sandstone Cove Subdivision to better reflect the as-built conditions.
4. The intention of Floor Area restrictions and Stories is better defined by the plat note amendments.
5. The original Sandstone Cove Subdivision was approved in 1997 with existing plat notes.

6. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

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

Conditions of Approval:
1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment 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. The Sandstone HOA will conduct a field survey of all properties within six months of this approval showing irrigated landscaped areas, buildings, driveways, patios and other hardscapes. This survey will be provided to the Building Department and additional water fees may be accessed based on the survey.
4. All outdoor lighting in the Sandstone Cove Subdivision must be brought into compliance with the Land Management Code Section 15-5(I).

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

PASSED AND ADOPTED this ____ day of October, 2009.

PARK CITY MUNICIPAL CORPORATION

____
Dana Williams, MAYOR

ATTEST:

____
Jan Scott, City Recorder

APPROVED AS TO FORM:

____
Mark Harrington, City Attorney

Exhibits
Exhibit A – Proposed plat notes
Exhibit B – Original plat notes
Exhibit C – Redlined to original
Exhibit D – Public input e-mail 9.10.09

I:\Cdd\Jacquey\Projects\Plat Amendments\Sandstone Cove Subdivision.doc

SANDSTONE COVE PLAT NOTE AMENDMENTS
[April 27 draft]

6. The maximum area on each Lot which can be irrigated is 10,000 sq. ft., of which a maximum of 7,000 sq. ft. of sod will be allowed. Exception: other areas may be irrigated using drought tolerant landscaping and water efficient irrigation. All Landscape Construction shall be shown on a landscape plan which shall be submitted for approval by the Homeowners Association, acting through its Board of Directors, and for administrative approval by the Park City Planning Department.

7. Limits of Disturbance (Zone of <u>NO</u> Construction, Excavation or Vegetation removal other than Landscape Construction approved by the Homeowners Association acting through its Board of Directors and administratively approved by the Park City Planning Department) will be required on all site plans with areas of disturbance restricted to the area around the footprint of the structure which is inside a boundary of 15 feet on side yards, 20 feet on rear yards and 25 feet on front yards. Limits of disturbance may be directly on the property lines if the structure footprint is within 15 feet of the property lines. Vegetation management of defensible space, per plat note 8, is permitted and must be described on the landscape plans.

Some exceptions to this standard may be given administratively by the Park City Planning Department if necessary due to unique characteristics of the site and if the exception does not result in more disturbed area than would otherwise be allowed.

Driveways and limited grading associated with driveways are not included in the disturbance calculations.

9. Fencing within the ROS Zone is discouraged but is subject to approval by the Homeowners Association, acting through its Board of Directors, and to administrative approval by the Park City Planning Department. Fencing of the perimeter of any lot, or of the entire Limits of Disturbance within a lot, is prohibited. Certain limited fencing to prevent trespass, protect children, control animals, and/or enhance the landscape plan may be permitted subject to approval by the Homeowners Association acting through its Board of Directors.

10. <u>Limits on Other Floor Areas</u>. The Floor Area (as defined in the Park City Land Management Code) of the story directly above the First Story (as defined in the Park City Land Management Code) shall not exceed 85% of the Floor Area of the First Story. The Floor Area of any higher story shall not exceed 85% of the Floor Area directly beneath it.

11(c). <u>Maximum Upper Floor Area</u> Notwithstanding Note 10 above, as to Lots 2, 3, 4 ,12, 13 & 14, the Floor Area of the story directly above the First Story shall not exceed 50% of the Floor Area of the First Story. The Floor Area of any higher story shall not exceed 50% of the Floor Area of the story directly beneath it.

PLAT NOTES TO BE AMENDED

6. The maximum area on each lot which can be irrigated is 10,000 sq. ft. of which a maximum of 7,000 sq. ft. of sod will be allowed.

7. Limits of Disturbance. (Zone of NO Construction, Excavation or Vegetation removal) will be required on all site plans with areas of disturbance restricted to 15 feet on side yards, 20 feet on rear yards and 25 feet on front yards. Limits of disturbance may be directly on the property lines if building zone is within 15 feet of the property lines.

   Some exceptions to this standard may be given by the Park City Community Development Department if necessary due to unique characteristics of the site and if the exception does not result in more disturbed area than would otherwise be allowed.

9. All fencing is prohibited within the ROS Zone. Fencing of the perimeter of any lot, or of the entire Estate Zone within a lot, is prohibited. Within the Estate Zone of a lot, certain limited fencing to prevent trespass, protect children, control animals, and/or enhance the landscape plan may be permitted.

10. Limits on Other Floor Areas. The floor template directly above the lowest floor level template, shall not exceed 85% of the area of the floor template directly beneath it, whether such lowest floor level template is finished, unfinished, or crawl space.

11(c). Maximum Upper Floor Area The area of a top or intermediate floor template shall not exceed fifty (50) percent of the area of the floor template directly beneath it.

SANDSTONE COVE PLAT NOTE AMENDMENTS

[April 27 draft redlined to original]

Deleted: PLAT NOTES TO BE AMENDED

6. The maximum area on each Lot which can be irrigated is 10,000 sq. ft., of which a maximum of 7,000 sq. ft. of sod will be allowed. Exception: other areas may be irrigated using drought tolerant landscaping and water efficient irrigation. All Landscape Construction shall be shown on a landscape plan which shall be submitted for approval by the Homeowners Association, acting through its Board of Directors, and for administrative approval by the Park City Planning Department.

Deleted: lot

Deleted: .

7. Limits of Disturbance (Zone of NO Construction, Excavation or Vegetation removal other than Landscape Construction approved by the Homeowners Association acting through its Board of Directors and administratively approved by the Park City Planning Department) will be required on all site plans with areas of disturbance restricted to the area around the footprint of the structure which is inside a boundary of 15 feet on side yards, 20 feet on rear yards and 25 feet on front yards. Limits of disturbance may be directly on the property lines if the structure footprint is within 15 feet of the property lines. Vegetation management of defensible space, per plat note 8, is permitted and must be described on the landscape plans.

Deleted: .

Deleted: building zone

Some exceptions to this standard may be given administratively by the Park City Planning Department if necessary due to unique characteristics of the site and if the exception does not result in more disturbed area than would otherwise be allowed.

Deleted: Community Development

Driveways and limited grading associated with driveways are not included in the disturbance calculations.

9. Fencing within the ROS Zone is discouraged but is subject to approval by the Homeowners Association, acting through its Board of Directors, and to administrative approval by the Park City Planning Department. Fencing of the perimeter of any lot, or of the entire Limits of Disturbance within a lot, is prohibited. Certain limited fencing to prevent trespass, protect children, control animals, and/or enhance the landscape plan may be permitted subject to approval by the Homeowners Association acting through its Board of Directors.

Deleted: All fencing is prohibited

Deleted: Estate Zone

Deleted: Within the Estate Zone of a lot, certain

10. Limits on Other Floor Areas. The Floor Area (as defined in the Park City Land Management Code) of the story directly above the First Story (as defined in the Park City Land Management Code) shall not exceed 85% of the Floor Area of the First Story. The Floor Area of any higher story shall not exceed 85% of the Floor Area directly beneath it.

Deleted: The floor template directly above the lowest floor level template, shall not exceed 85% of the area of the floor template directly beneath it, whether such lowest floor level template is finished, unfinished, or crawl space.

11(c). Maximum Upper Floor Area Notwithstanding Note 10 above, as to Lots 2, 3, 4 ,12, 13 & 14, the Floor Area of the story directly above the First Story shall not exceed 50% of the Floor Area of the First Story. The Floor Area of any higher story shall not exceed 50% of the Floor Area of the story directly beneath it.

Deleted: The area of a top or intermediate floor template

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Deleted:) percent

Deleted: area

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From: Linda Karz [mailto:linda@greatlender.com]
Sent: Thursday, September 10, 2009 6:48 AM
To: Jacquelyn Mauer
Subject: RE: sandstone cove

Jacquelyn,

Thank you for your explanation. Here is my overall concern about this kind of "clean up". When a subdivision is conceptualized and laid out to fit with the natural surroundings, restrictions have been placed on the homeowners to limit formal landscaping in an effort to reduce water demand for irrigation and to maintain a more cohesive transition to the native lanscape bordering the properties. Then, the lots are sold, houses are built, and homeowners who don't seem to buy into or are even aware that these rules exist, go ahead and put in the fully irrigated landscape - non compliant lighting included. Now, when it's really a bit late for the city to go back and make people rip out their yards, they look to bring the rules into line with what they have done. I saw this happen over in Aspen Springs as well as Sandstone Cove and I suspect other subdivisions as well.

My arguement is - why have the rules in the first place if they are not enforced? How often are these ideas used by the developer to pitch his project to the city for a favorable recommendation only to be ignored in actual implementation. The lighting issue is an important one as well. As Sandstone Cove has developed and homeowners have decided to uplight every tree in their yard, we have lost a lot of our night sky view. I'd love the chance to talk to you about my concerns and how realistic it is to have them addressed.

Thanks!
Linda Karz
-----Original Message-----
From: Jacquelyn Mauer [mailto:jacquelyn.mauer@parkcity.org]
Sent: Tuesday, September 08, 2009 11:41 AM
To: Linda Karz
Subject: RE: sandstone cove

Hi Linda,

The Sandstone Cove plat note amendment is to make changes to their existing plat notes to clean things up. All the lots in Sandstone Cove have been built upon. Many of the properties are not in compliance with the restrictions of the plat notes in that landscaping has occurred outside the restricted Limits of Disturbance and the maximum irrigated square footage. The amendments to the plat notes and the condition of approval that the HOA conduct a site survey of every house in the subdivision will bring the restrictions into alignment with the as-built conditions. The plat note regarding fencing is proposed to be modified to allow limited fencing with approval of the HOA and the City in the Recreation and Open Space zone on the lots. The proposed language changes also better defines Floor Area and the intentions of the allowed Floor Area percentages in relation to Stories which is also more clearly defined. This language would apply to any additions and remodels and be consistent with the general as-built conditions.

I hope this answers your question. Please contact me with any further questions or concerns you may have.

Sincerely,

Jacquelyn Mauer, Planner
Park City Planning Department
Ph: 435.615.5071

Fax 435.615.4906
jacquelyn.mauer@parkcity.org

From: Linda Karz [mailto:linda@greatlender.com]
Sent: Friday, September 04, 2009 3:28 PM
To: Jacquelyn Mauer
Subject: sandstone cove

Hi Jacquelyn,

My husband and I received the notice regarding the plat amendment for Sandstone Cove. Could you tell us what kind of plat amendment they are looking for? Is it just cleaning things up or is it some significant change?

Thank you,

Linda Karz
143 Mountian Top Drive
Park City, UT 84060
435-645-9688
linda@greatlender.com

City Council
Staff Report

Subject:	**Business Improvement District Tax**
Author:	**Marin Decker, Intern**
Department:	**Budget, Debt and Grants**
Date:	**October 1, 2009**
Type of Item:	**Legislative**

Summary Recommendations:
Staff recommends that council hold a public hearing and approve the attached ordinance increasing business promotion taxes by $87 per business license.

Topic/Description:
Consideration of BID Tax Increase

Background:
The Main Street Business Improvement District was created by resolution on August 30, 2007, with the primary purpose of providing solid waste management and business promotion. In September 2007, Council approved a tax on BID members to provide funds for business promotion. A bid process was conducted, and a service provider agreement entered into with the Historic Main Street Business Alliance to provide business promotion and communication services. During the most recent budget cycle, the HMBA board requested that the city increase the tax in order to pay for an increased scope of services. This request was overwhelmingly supported in a vote of the membership taken at the semi-annual HMBA meeting. Staff was given direction by council to change the fee along with approval of the 2010 budget. Council should now proceed with a public hearing and determine whether to approve the tax increase ordinance.

The City Council pursuant to State Law determines the tax levy for an Improvement District. That tax shall be used for no other purpose other than operation and expenses for the District.

Staff has amended the service provider agreement with HMBA to add these additional services (see below) to the contract scope. (See Attachment C: copy of original contract with amendment changes incorporated.)

Analysis:
The tax increase was requested to pay for: (see Attachment A)
- increased staff hours/salary
- computer and database software purchases
- maintenance of the Main Street gift card program
- National Main Streets organization membership and conferences
- additional District branding

Last year's allocation was $40,802. To pay for the increased services, the HMBA requested a total budget of $58,391. The total tax per business license will be $243, which amounts to an increase of $87.

A public hearing was held during the budget season in which Main Street businesses were given an opportunity to comment on the tax increase and the proposed scope of the BID. Council should take public input now as well. The HMBA distributed notice to Main Street businesses regarding the proposed increase and this meeting. Staff has also drafted a letter explaining the increase which will be distributed to affected business owners along with renewal notices.

Department Review:
Budget, Debt and Grants; Legal; Economic Development; City Manager.

Alternatives:

A. **Hold a public hearing and approve the request (Staff recommendation)**
B. Deny the request
C. Continue the item
D. Do nothing

Significant Impacts:
BID businesses will be impacted by a 56% fee increase ($156 to $243 per year).

Consequences of not taking the recommended action:
BID businesses will receive the same level of service.

Recommendation:
Staff recommends that council hold a public hearing and approve the attached ordinance increasing business promotion taxes by $87 per business license.

Attachment A

2009 HMBA Budget Projection

	Total 2008 BID Funding $40,804.00	2008 Budget Allocation	2008 Final	2009 Budget Projection
Administrative				
Administrative Hours Subtotal		*$17,402.00*	*$22,148.58*	***$30,000.00***
Marketing				
	Additional Branding (Creative Costs)	$3,000.00	$3,000.00	$3,000.00
	Web site	$13,000.00	$7,500.00	$3,000.00
	Kiosks	$1,000.00	$1,549.28	$3,000.00
	Kiosk Map Updates(Creative Costs)	$500.00	$745.00	$1,000.00
	Main Street Business Locator Maps	$1,000.00	$2,500.00	$2,500.00
	Electronic Business Directory	$440.00	$0.00	$0.00
Marketing Subtotal		*$18,940.00*	*$15,294.28*	***$12,500.00***
General Program Costs				
	Office Expenses	$1,000.00	$160.45	$1,850.00
	Director and General Liability Insurance	$1,300.00	$844.00	$844.00
	Meetings	$1,600.00	$847.60	$1,000.00
General Program Costs Subtotal		*$3,900.00*	*$1,852.05*	***$3,694.00***
Other 2008 BID expenses (unforecast)				
	Survey Monkey monthly fee	$0.00	$240.00	$240.00
	Constant Contact Monthly Fee	$0.00	$0.00	$240.00
	Annual Post Office Renewal	$0.00	$60.00	$60.00
	New branded membership collateral	$0.00	$3,597.97	$0.00
	On line Credit Card fee	$0.00	$7.00	$7.00
	Accountant services	$0.00	$250.00	$250.00
	Main Street Event Leveraging		$200.00	$1,000.00
	Chamber Dues	$0.00	$48.60	$50.00
Other operating expenses Subtotal		*$3,900.00*	*$4,403.57*	*$1,847.00*
		Estimated 2008	**Actual 2008**	**Projected 2009**
Program Totals Expenditures		**$40,242**	**$43,698.48**	***$48,041***
2009 Recommended Program Enhancements				
	National Main Street conference/membership			$2,500.00
	Additional District Branding			$3,500.00
	Main Street Gift Card Maintenance Program			$3,000.00
	Computer and Database software purchase			$1,350.00
Subtotal				*$10,350.00*
				Requested 2009
Total				**$58,391.00**

Ordinance 09-3x

ORDINANCE AMENDING ORDINANCE NO. 07-57, INCREASING THE BUSINESS PROMOTION TAX ON ALL BUSINESSES WITHIN THE BOUNDARIES OF THE MAIN STREET BUSINESS IMPROVEMENT DISTRICT

WHEREAS, the Main Street Business Improvement District was created by resolution on August 30, 2007, with the primary purpose of providing solid waste management and business promotion; and

WHEREAS, the boundary of the Main Street Business Improvement District is defined as all businesses located in the following area:

> The BID boundary shall follow the centerline of the following streets: Beginning at the intersection of Main Street and Deer Valley Drive, then proceeding westerly on Main Street to the intersection of Main Street and 9th Street, then west on 9th Street to the intersection of 9th Street and Park Avenue, then proceeding southerly on Park Avenue to the intersection of King Road, then easterly on King Road to Main Street, then southerly on Main Street to Hillside Avenue, then proceeding easterly along Hillside to Marsac Avenue, then proceeding northward on Marsac Avenue to the intersection of Deer Valley Drive and the point of beginning.

WHEREAS, a business promotion tax of $156 per business within the District was approved by Ordinance 07-57 on September 13, 2007; and

WHEREAS, the City Council hereby declares that the public health, convenience, and necessity requires an increase of the tax for business promotion;

WHEREAS, the tax increase will fund an increased scope of services including increased staff hours, computer and software purchases, additional branding and industry trend monitoring;

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

Ordinance 07-57 is amended as follows:

1) In addition to any other tax authorized by the laws of the State of Utah and/or of this municipality, there hereby is established, approved, and levied a tax upon all businesses within the boundary of the Main Street Business Improvement District equal to ~~one hundred fifty-six dollars ($156)~~ two hundred forty-three dollars ($243) annually.

2) This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 1st day of October, 2009.

Attachment C

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____________, 2008, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and Historic Main Street Business Alliance, a Utah corporation ("Service Provider").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall provide business promotion services to the businesses within the Main Street Business Improvement District (BID) and perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Addendum A" and incorporated herein (the "Project").

2. TERM.

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

3. COMPENSATION AND METHOD OF PAYMENT.

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

B. A payment shall be made to the Service Provider on or before July ~~March~~ 31 of each contract year. ~~If the total allowable annual payment amount is not disbursed at that~~

~~time due to insufficient collections, a second payment shall be made on or before May 31 up to the total amount collected or the total allowable annual payment amount, whichever is less.~~

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

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

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

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

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

4. REPORTS AND INSPECTIONS.

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

B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

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

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

8. <u>INSURANCE</u>.

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

9. <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. <u>COMPLIANCE WITH LAWS</u>.

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. <u>NONDISCRIMINATION</u>.

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. TERMINATION.

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

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

19. NOTICE.

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

20. ATTORNEYS FEES AND COSTS.

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

21. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered with the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

22. SEVERABILITY.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

23. ENTIRE AGREEMENT.

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

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

ADDENDUM "A"

SCOPE OF SERVICES

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

Attachment C

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

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

C. Provide marketing, advertising and branding for BID businesses and the Historic Main Street area, including the annual maintenance of a dedicated downtown merchant gift card.

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

E. Maintain and build Chamber of Commerce and City relationships via attendance at meetings, liaison duties with Council, Chamber and City staff, special committees, etc. Perform grant writing and BID research. Manage new committees as required (Economic Impact studies, District Visioning, Parking and Traffic, etc).

F. Network with National Main streets organizations and business districts in order to monitor industry trends and provide additional support for the District via national resourcing and communication.

G. Solicit feedback from BID businesses about HMBA performance on an annual basis.

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

ADDENDUM "B"

PAYMENT SCHEDULE

	2008	2009	2010
Expected BID Tax collections -	$40,802	$40,802	$~~40,802~~ 58,391
Previous year BID Tax in excess of expected collection -	$-	TBD*	TBD*

Attachment C

Total Allowable Annual Payment- $40,802 TBD* TBD*

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

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

ADDENDUM "C"

Performance Measures

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

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

Attachment C

FIRST AMENDMENT TO PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT is made and entered into in duplicate this _____ day of ________________, 2009, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and HISTORIC MAIN STREET BUSINESS ALLIANCE, a Utah corporation ("Service Provider"), to amend the PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT, signed and executed by the Parties, and recorded on March 25, 2008.

WITNESSETH;

WHEREAS, the parties entered into PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT (hereinafter "Original Agreement"); and

WHEREAS, the Service Provider has requested additional funding to support an increased scope of services; and

WHEREAS, the City has agreed that the services are needed, and approved additional funding to enable provision of these services; and

WHEREAS, the parties desire to amend the Original Agreement to add additional items to the scope of services, and to alter payment dates to align with the City's fiscal calendar.

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

1. Section (3)(A-B) <u>COMPENSATION AND METHOD OF PAYMENT</u>.

A. Payments for services provided hereunder shall not exceed actual BID tax dollars collected by the City in a fiscal year.

B. A payment shall be made to the Service Provider on or before July 31 of each contract year.

2. Addendum "A."

<u>SCOPE OF SERVICES</u>

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

Attachment C

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

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

C. Provide marketing, advertising and branding for BID businesses and the Historic Main Street area, including the annual maintenance of a dedicated downtown merchant gift card.

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

E. Maintain and build Chamber of Commerce and City relationships via attendance at meetings, liaison duties with Council, Chamber and City staff, special committees, etc. Perform grant writing and BID research. Manage new committees as required (Economic Impact studies, District Visioning, Parking and Traffic, etc).

F. Network with National Main streets organizations and business districts in order to monitor industry trends and provide additional support for the District via national resourcing and communication.

G. Solicit feedback from BID businesses about HMBA performance on an annual basis.

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

3. Addendum "B."

PAYMENT SCHEDULE

	2008	2009	2010
Expected BID Tax collections -	$40,802	$40,802	$58,391
Previous year BID Tax in excess of expected collection -	$-	TBD*	TBD*

Attachment C

Total Allowable Annual Payment-	$40,802	TBD*	TBD*

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

A payment shall be made to the Service Provider on or before July 31 of each contract year.

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

5. **ENTIRE AGREEMENT**. This First Amendment is a written instrument pursuant to Section 23 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

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

DATED this _____ day of ________________, 2009.

City Council
Staff Report

Subject:	**Parking Services Contract**
Author:	**Brian Andersen**
Department:	**Public Works**
Date:	**October 1, 2009**
Type of Item:	**Administrative**

Summary Recommendations:
Authorize staff to execute a four-year contract in a form approved by the City Attorney with Ampco System Parking for parking services in the annual amount of $244,970.

Topic/Description:
Award of contract for parking services.

Background:
Ampco System Parking has provided parking enforcement services for the City since 1996. These services include:

- on-street and off-street enforcement
- tourist information
- collection of meter revenues
- maintenance of parking equipment
- parking data collection
- sign maintenance

The City signed a four-year contract with Ampco System Parking in 2005. This contract expires on October 31, 2009. Correspondingly in June this year staff issued a Request for Proposals (RFP) in accordance with City procurement policies and state and federal laws.

Interested parties were given the opportunity to attend a pre-bid meeting and ask questions regarding the procurement. Five vendors requested RFP documents, and staff received four proposals. Ampco System Parking, Diamond Parking, Five Star Parking, Central Parking, and Standard Parking submitted proposals.

Analysis:
Staff set up two levels of proposal assessment for this procurement:

- a review of the written proposals to find the most qualified and responsive proposer (first review);
- an evaluation of proposals including an oral presentation to select the final candidate (second review);

Review Criteria
Each proposer was evaluated on the following evaluation criteria in both the first and second reviews (detailed in the RFP):

- Demonstrated knowledge and experience in parking enforcement, especially for small municipal organizations;
- Demonstrated knowledge and experience in parking enforcement at large events and ability to guarantee additional personnel, if required, during City recognized special events;
- Overall proposal cost;
- Quality of relevant information and proposal completeness;
- Plan and strategy for effective enforcement;
- Ability and willingness to be flexible and work with the City;
- Ability and readiness to provide parking customer service support for the City;
- Ability to provide assistance with pay station maintenance/repair/collections, sign installations, and parking data collection.
- Ability to provide value-added service to the City.

First Review
A first review committee consisting of Public Works staff members Brian Andersen, Kent Cashel, and Darren Davis reviewed each proposal. This review committee narrowed the field to the most qualified and most responsive submittals and unanimously recommended the proposals submitted by Ampco System Parking and Five Star Parking for continuation. The proposals submitted by Diamond Parking and Standard Parking were eliminated from further consideration at this stage.

Second Review
The second review committee, comprised of staff from Budget, Public Works and Public Safety, reviewed presentations from Ampco and Five Star. The committee was comprised of the following individuals:

Reviewer	Department
Brian Andersen	Public Works
Kent Cashel	Public Works
Darren Davis	Public Works
Jed Briggs	Budget
Lynn Nagel	Public Safety

The second review committee determined which of the two finalists, Ampco or Five Star, will best serve the City's needs. Both finalists were provided the opportunity to present their proposals. Each vendor was asked to bring with them their proposed site manager and discuss their enforcement strategy and value-added service qualifications. Presentations were followed by questions from the reviewers. After conducting a thorough discussion and evaluation, the second review committee unanimously selected Ampco for recommendation to City Council for award of the parking services contract. The decision was based on the following reasons:

- Ampco's experience in managing pay & display parking in a resort community.
- Ampco's presentation of an effective enforcement plan and strategy.
- Ampco's experienced local management team and support staff.
- Ampco's contract performance to date.
- Operational impacts of a change in contractor.
- Small cost differential between proposals.

Based on the presentations, the second review committee recommends Ampco as the vendor best suited to meet the City's parking needs.

Of the two finalists, Ampco proposed the lesser cost by a negligible amount:

Proposer	Annual Cost: First two years
Ampco System Parking	$244,970
Five Star Parking	$250,523

Four year contract:
Staff is recommending a four year contract with Ampco subject to an ongoing annual performance review. This length of term allows the City to:

- Benefit from the experience of a tenured contractor.
- Control contract cost.
- Reduce the need for time and expense of time-consuming procurement processes.

It is important to note that this contract can be terminated by the City for cause with three days notice and can also be terminated by either party with a 30-day notice.

The proposed agreement holds contract costs at $244,970 for the first two years of the contract. Increases for years three and four are tied to the United States Department of Labor's Consumer Price Index (CPI) for Services (SAS).

Ampco has provided quality service and adhered to contract requirements since 1996.

In addition to providing peak backup to the Public Works customer desk, Ampco's proposal offered the following value-added services:

> *Special Event Management* – Ampco provides additional staffing and support for the Sundance Film and the summer Arts Festivals.
>
> *Office Assistance* – Ampco works with the City to train staff to fill in during times of customer service personnel shortages. The on-site manager continues to be on-call 24 hours a day, 7 days a week.

Consulting Services – Ampco provides consulting services to the City for a variety of parking issues, drawing from resources at over 1800 managed locations company wide.

In-house versus contractor supplied services:
Staff conducted a financial analysis to determine if an in-house program would result in a cost savings. This analysis indicated that, based on the City's 2009 pay plan, the recommended contractor provides parking services at a cost slightly less than the City could. Staff does not believe the City would reap any significant financial or operational benefit by bringing the operation in-house.

Department Review:
This document was reviewed by Public Works; Budget, Legal; and Public Safety staff.

Alternatives:

A. **Approve:** Authorize staff to execute a four year contract with Ampco System Parking for parking services in the annual amount of $244,970 with a maximum increase for the last two years based on the United States Department of Labor's Consumer Price Index (CPI) for Services. This is staff's recommendation.

B. **Deny:** Council could choose to not authorize staff to execute a contract with Ampco. This would require staff to reopen negotiations with proposers or begin the RFP process again. Staff does not recommend this alternative.

C. **Modify:** Council could choose to change the contract terms or award to another vendor. Staff does not recommend this alternative.

D. **Continue the Item:** Council could choose to continue the item. Continuing beyond the current contract expiration date of October 31, 2009 could cause operational problems for the City. Staff does not recommend this alternative.

E. **Do Nothing:** City Council could choose to do nothing regarding this issue, but this would also cause the same operational issues as continuation. Staff does not recommend this alternative.

Consequences of not taking the recommended action:
Staff would need to continue the current contract on the monthly basis or conduct another procurement process. There may not be time to complete before the current contract expires with Ampco on October 31, 2009.

Recommendation:
Authorize staff to execute a four-year contract in a form approved by the City Attorney with Ampco System Parking for parking services in the annual amount of $244,970.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____________, 2009, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and Ampco System Parking, 1408 4th Avenue Suite 300, Seattle, WA 98101 ("Service Provider").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **$**_244,970 annually for the first two years of the term of this agreement. Service Provider will be permitted to negotiate an increase in contract price at the end of year two of the term. Any such price increase will not exceed the dollar value calculated using the formula detailed below which utilizes the Department of Labor, Bureau of Labor Statistics, Consumer Price Index ("CPI"), code "SAS", "Services" (monthly data is available at http://data.bls.gov/cgi-bin/surveymost?su utilizing "C-CPI-U US Services - SUUR0000SAS". Data from the resulting table will be used even if "U - Interim" or "I - Initial".) A sample calculation is:

Index Point Change	Example
CPI Index (Last month of year 2)	117.1
Subtract CPI Index (1st month of contract)	110.7
Index Point Change	6.4

<u>Index Percentage Change</u>		
Index Point Change	6.4	
Divided by CPI Index (1st month of contract)	110.7	
Change	.0578	
<u>Allowable Increase</u>		
Original Contract Price	$1,000	
Multiplied by	<u>.0578</u>	
Maximum Contract Price Increase		$57.80

2. <u>TERM</u>.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on October 31, 2013 or earlier, unless extended by mutual written agreement of the Parties. Term shall be subject to annual reviews by City of Service Provider's performance hereunder.

3. <u>COMPENSATION AND METHOD OF PAYMENT</u>.

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. **<u>REPORTS AND INSPECTIONS</u>**.

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. **<u>INDEPENDENT CONTRACTOR RELATIONSHIP</u>**.

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

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

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

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

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

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement to the extent caused by 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. <u>INSURANCE</u>.

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

A. General Liability insurance written on an occurrence basis with limits no less than two million dollars ($2,000,000) combined single limit per occurrence and four million dollars ($4,000,000) aggregate for personal injury, bodily injury and property damage. The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the

Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

B. Automobile Liability insurance with limits no less than 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. <u>COMPLIANCE WITH LAWS</u>.

A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

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

11. <u>NONDISCRIMINATION</u>.

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. <u>ASSIGNMENTS/SUBCONTRACTING</u>.

A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

13. CHANGES.

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

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

15. POLITICAL ACTIVITY PROHIBITED.

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

16. PROHIBITED INTEREST.

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

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

18. <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. <u>JURISDICTION AND VENUE</u>.

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.

EXHIBIT A
SCOPE OF SERVICES

PARK CITY PARKING SERVICES

Enforcement Officer Standards

All employees will be trained to conduct themselves in a friendly and professional manner. A positive and friendly demeanor with residents and visitors is necessary while carrying out daily parking enforcement duties.

The employment of all parking enforcement personnel is subject to approval by the City. If parking employees fail to demonstrate friendly, professional conduct or fail to maintain appropriate uniforms, the Service Provider will immediately, upon notice by the City, remove such employees from their Park City staff.

Uniforms

Enforcement officers will be required to wear clean, complete uniforms that have been approved by the City. All officers shall wear full approved uniforms while on patrol. The uniforms shall clearly indicate “Parking Services” and an approved City logo. In order to maintain a positive image of Park City, officers may not wear uniforms for off-duty personal activities, except for commuting to and from work.

Any modification to the uniform must be approved by the City.

The Service Provider will order uniforms on a regular basis to ensure that old, faded, or worn out items are not used by enforcement officers. The Service Provider will work with Park City to redesign the current uniform configuration prior to placing the initial order.

Level of Staffing

The Service Provider will utilize the route plan accepted upon contract execution. The City reserves the right to adjust this plan and associated routes to accomplish program goals. The Service provider shall notify the City in writing of any changes in Park City staff, including new hires, terminations, and changes in hours. All new hires shall be subject to the approval of the City. The City may require the Service Provider to provide additional staff during the Sundance Film Festival or other special events.

Each officer shall carry a notebook to document parking incidents in the field as needed. The City may require officers to obtain pay stubs from each pay station to test the equipment and verify the coverage of the route. The Service Provider shall report incidents requiring immediate attention as soon as known and submit a report at the weekly parking staff meeting.

The following are the initial enforcement routes (currently in use by the Service Provider), any of which may be modified by the City as needed:

Route One: Upper Main Street, Brew Pub Lot, Swede Surface Timed

One officer will be responsible for enforcement in the Brew Pub Lot, on Main Street down to 5th Street, and Swede Alley timed (except for Flagpole Lot). There will be up to 6 (six) patrols per day approximately every 1.5 hours. This officer will also be responsible for enforcing *"no parking"* infractions on 4th Street and in the areas along the route.

Route Two: Main Street, Heber, Park Avenue, Flagpole and Gateway

One officer will be responsible for enforcement of Main below 5th Street. In addition this officer will monitor timed parking for Heber Avenue, Park Avenue, Gateway garage, and the Flagpole lot. There will be up to 6 (six) patrols per day every 1.5 hours. This officer will also be responsible for enforcing the *"no parking"* zones and any other infractions in these areas.

Route Three: China Bridge, Residential, North Marsac, Sandridge

One officer will be responsible for enforcing parking in China Bridge, including the new proposed garage addition. This officer will be responsible for the residential permitted areas in the Historic District and for monitoring the long term lots accessible from Marsac Avenue. This officer will also enforce the other areas as assigned by the contract manager on an on-call basis. Up to five rounds will be made per day. This officer will also be responsible for enforcing any infractions in these areas according to the parking code. The residential zones of Old Town will be enforced until 10 p.m. all year.

Short-term spaces monitored within the above three routes are: Galleria One Hour, Swede Alley 30 Min., 15 Min. Post Office, 30 Min. 5th Street, the 30 Min. zones on Main Street, and 15 Min. spaces on Park Avenue.

Meter Maintenance, Parking Counts and Collections

The Service Provider shall service and clean all parking meters according to manufacturer's recommended service schedules, conduct parking counts, and collect meters in a manner and on a schedule specified by the City. The Service Provider shall be responsible for completing maintenance and collection logs for all meters and submitting same to City on a weekly basis.

Sign Installation and Maintenance

Under the direction of the City, the Service Provider is required to maintain parking signs, by coordinating with City departments or service providers. All installations are subject to approval by the City. The Service Provider will report all completed installations to the contract manager. The City will provide sign installation tools, vehicle, and trailer to the Service Provider. Service Provider will use these tools and equipment at their own risk and shall indemnify the City for any loss or damage.

Emergency Calls

City parking staff shall receive all emergency calls (meter maintenance issues, etc.) during hours the Public Works offices are staffed, normally Monday through Friday 8:00 a.m. to 5:00 p.m. During all other hours, emergency calls will be forwarded to the City Police Department, who will then contact the Service Provider when necessary. The Service Provider shall promptly log and report via e-mail to the contract manager any complaints and directly-received requests for service and follow-up, including emergency requests for service from the City Police Department.

Vehicles

The City shall provide vehicles for use in parking enforcement and meter collections. Vehicles shall only be used as designated by the City. Unauthorized use shall result in termination of the contract. The City shall provide fuel and service for the vehicles. The Service Provider shall monitor all fluid levels and service mileage and shall request service from Fleet Services before operating the vehicle. The Service Provider shall indemnify the City for any accident, damage or injury attributed to their use of the vehicle. The Service Provider shall notify City of damage immediately.

Appeals

Appeals will be handled by an appeals hearing officer or board provided by the City. The contract manager will review all appeals and may request the Service Provider to provide written comments and/or evidence for the appeals officer on the *Adjudication Action Sheet*.

Tickets

The City shall provide the Service Provider with hand-held, automated ticket dispensers. The Service Provide shall download issued ticket information daily into the main database at Public Works. All officers shall clearly and neatly print out necessary information for each violation. The officers shall securely attach the citation to the windshield of the vehicle in between the wiper blade, or other manner approved by the City. The Service Provider shall update the ticket database daily. Except for normal wear and tear, the Service Provider shall indemnify the City for any accident, damage or injury attributed to their use of the ticket-writing equipment.

Communications

The Service Provider will provide to each officer a cellular phone or two-way radio. The Service Provider will bill the City for the usage on the monthly invoice and provide backup for this usage. The Service Provider's on site manager shall attend the weekly parking staff meetings and shall attend all meetings required by the City.

Immobilization and Impounds

The Service Provider shall "boot" or immobilize scofflaws when required by the City. No boots shall be deployed without approval by the City.

Tow situations shall be reported to the Park City Police and the contract manager. No tows shall be initiated directly to the tow company by a parking enforcement officer without approval by the City.

Payments

The City shall tender all payments. No Service Provider employee shall accept any payment of any manner except when approved by the City.

Value-Added Services

The City accepts the value-added recommendations made by the Service Provider as negotiated at contract execution at no additional cost to the City.

Performance Standards

Service Provider's performance standards shall be the following:

a) Ticket accuracy over 97%;
b) Staffing and enforcement levels as defined herein;
c) Upload of unpaid tickets to occur weekly;
d) Voided (successful appeal) rate attributed to Service Provider of less than 5%;
e) Minimum of 32 hours of on-street training and 8 hours of parking code and customer service training plus participation in the City orientation program for all personnel;
f) Representation at any required meetings;
g) Proper response to all questions and complaints within 24 hours;
h) Ticket database uploaded daily for new tickets, payments, appeals and voids;
i) Detailed monthly reporting of the status of all tickets and all operating expenses;
j) Timely adjustments to problems and special events, as requested by the City;
k) Timely communication and coordination with the contract manager and Police;
l) Officers and supervisors meet customer service standards expected of other city positions, exhibit friendly resort-city demeanor and willing to assist the public in matters not directly related to job performance (giving directions, etc.);
m) Less than 2% meter malfunction attributed to maintenance;
n) Log of special deliveries made;
o) Weekly supervisor's report by supervisors;
p) Weekly schedules posted;
q) Ticket and impound reports.

At any time during the term of the contract the City believes the Service Provider is not meeting the above standards, the City shall provide notice and request correction within a reasonable amount of time. For day to day operational standards, a reasonable time shall be within 24 hours and for reporting standards, a reasonable time shall be the next reporting cycle, or as otherwise provided in the notice.

City Evaluation

The City shall conduct an annual evaluation of the service provider. If deemed necessary, the contract manager shall place the item on the City Council agenda and give the public an opportunity to respond. The City shall evaluate the performance of Service Provider in relation to the performance standards above and the Service Provider shall have an opportunity to respond. The Scope of Services may be adjusted based on the outcome of the evaluation process. If the City has found that Service

Provider has not substantially complied with the performance standards (after being properly noticed of the substandard performance), and there are no mitigating factors explaining the substandard performance; the remaining management fee may be adjusted accordingly in proportion thereto.

Attachments to Scope of Services

Attachment 1 – Years 1 and 2 Cost Proposal itemized

Park City Parking Enforcement Services

2009-2010 Annual Budget

	November	December	January	February	March	April	May	June	July	August	September	October	Total
Hourly Payroll	$8,303.50	$8,656.00	$8,656.00	$7,844.50	$8,385.50	$8,115.00	$8,574.00	$8,115.00	$8,574.00	$8,385.50	$8,303.50	$8,385.50	$100,298.00
Salaries	$3,666.67	$3,666.67	$3,666.67	$3,666.67	$3,666.67	$3,666.67	$3,666.67	$3,666.67	$3,666.67	$3,666.67	$3,666.67	$3,666.67	$44,000.00
P/R Taxes and Burden	$4,381.09	$4,510.10	$4,510.10	$4,213.09	$4,411.09	$4,312.09	$4,480.08	$4,312.09	$4,480.08	$4,411.09	$4,381.08	$4,411.09	$52,813.07
Health & Welfare/401-K	$1,838.35	$1,838.35	$1,838.35	$1,838.35	$1,838.35	$1,838.35	$1,838.35	$1,838.35	$1,838.35	$1,838.35	$1,838.35	$1,838.35	$22,060.20
Uniforms	$145.00	$145.00	$145.00	$145.00	$145.00	$145.00	$145.00	$145.00	$145.00	$145.00	$145.00	$145.00	$1,740.00
Supplies	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00	$360.00
Tickets	$125.00	$125.00	$125.00	$125.00	$125.00	$125.00	$125.00	$125.00	$125.00	$125.00	$125.00	$125.00	$1,500.00
Management Fee	$1,850.00	$1,850.00	$1,850.00	$1,850.00	$1,850.00	$1,850.00	$1,850.00	$1,850.00	$1,850.00	$1,850.00	$1,850.00	$1,850.00	$22,200.00
	$20,339.60	$20,821.11	$20,821.11	$19,712.60	$20,451.61	$20,082.11	$20,709.10	$20,082.11	$20,709.10	$20,451.61	$20,339.60	$20,451.61	$244,971.27

PARK CITY HOUSING AUTHORITY
SUMMIT COUNTY, UTAH
JULY 9, 2009

I ROLL CALL

Chairman Dana Williams called the regular meeting of the Housing Authority to order at approximately 6:30 p.m. at the Library and Education Center on Thursday, July 9, 2009. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Joe Kernan, and Liza Simpson. Jim Hier was excused. Staff present was Tom Bakaly, City Manager and Mark Harrington, City Attorney.

II PUBLIC INPUT *(Any matter of Housing Authority business not scheduled on agenda)*

None.

III MINUTES OF MEETING OF FEBRUARY 26, 2009

Roger Harlan, "I move approval of the minutes of the meeting of February 26, 2009". Liza Simpson seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Absent
Joe Kernan	Aye
Liza Simpson	Aye

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

Consideration of Proposed Affordable Housing Agreement between Park City and United Park City Mines Company/Talisker amending the Phasing Plan and donating the Quinn's Junction Parcels in accordance with Section 2.10.5 of the Amended and Restated Development Agreement for Flagstaff Mountain – City Attorney Mark Harrington explained that a proposal was received from Talisker to consider relocating and fulfilling its affordable housing obligation in a couple of ways. Staff is trying to balance Talisker's interests while maintaining a public dialog so everyone knows what is on the table. The City is not at liberty to disclose a name or location at this time but staff wants to get the general concept out publicly because it is a substantial change to the Park City Heights annexation plan.

He referred to his staff report outlining the general parameters of the proposal in terms of combining some existing but vacant new units at a different location, representing approximately 27 AUEs, and transferring 40 acres at Quinns to the City. He stated that the City would likely look to integrate single family units as a development partner with the existing Park City Heights applicants to achieve a more seamless development concept. The other issue is finishing the approved 100 Marsac Avenue project. Staff and Talisker continue to work on the details of those various components and have some things to hammer out with regard to the residual AUE count.

Chairman Williams understood that the undisclosed project represents 27 AUEs, but if this project does not happen, the options are either finding something else or building the original project at Quinns Junction. He acknowledged the disagreement over 20 AUEs and emphasized that the City acted in good faith and helped Talisker by allowing the purchase of the Prospector units which was a split decision. Liza Simpson noted that some members feel the City has been overly-generous with the assigned land value at Quinns. The Chairman invited public input.

John Sands, Prospector Square property manager, introduced Bob Clark who is Vice President of the Home Owners Association.

Bob Clark stated that no one ever consulted the HOA about whether they wanted Talisker to be there. The deed and rent restrictions hurt the rest of the owners. Talisker has not followed through on agreements with the Building Department to meet requirements of the code. The City should not be involved in private business and no one has talked with them. He emphasized that there are legal implications if it doesn't go right for them.

The Chairman advised Mr. Clark to deal with the City Attorney because of his comments.

V ADJOURNMENT

With no further business, the regular meeting of the Housing Authority was adjourned. The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott

____

Janet M. Scott, Secretary

Park City Housing Authority
Staff Report

Subject:	**Flagstaff Mountain Resort Employee/Affordable Housing Plan**
Author:	**Phyllis McDonough Robinson**
Department:	**Sustainability**
Date:	**October 1, 2009**
Type of Item:	**Administrative**

Summary Recommendations: Staff recommends that the City Council take public input, approve the attached Affordable Housing Agreement and the proposed amendments to the Flagstaff Mountain Resort Employee/Affordable Housing Plan, each in a form approved by the City Attorney.

Topic/Description:
Employee/Affordable Housing

Background:
The Employee/Affordable Housing Phasing Plan as amended requires 98.90 affordable housing unit equivalents (AUEs), a *minimum* of 25 percent (24.725 AUEs) which must be located on-site. In addition to the initially required AUEs, the Developer committed to an additional 20 AUEs as part of the Montage/PMCR Annexation. An affordable housing unit equivalent is defined as an 800 square foot, two-bedroom unit. The Development Agreement requires that the affordable housing be phased with the development of the Resort. The goal of this Plan is to develop affordable housing units at a rate in excess of that required by the Resort's development schedule in order to mitigate the impact on the community.

To date, six on-mountain AUEs have been fulfilled and one is under construction. An additional eight AUES have been fulfilled off-mountain within the City limits. An additional 15 AUEs (approximate calculation to be verified by final building plans) are in process within the City limits.

Analysis:
Revised Phasing Plan
Talisker/United Park City Mines has an outstanding off-mountain affordable/employee housing obligation of 86.175 AUEs. The Developer proposes to fulfill this outstanding requirement in the following manner:

- 100 Marsac Avenue. Construction of ten units (consisting of approximately 15-16 AUEs) as approved by the City.
- Acquisition of additional existing units. Acquisition of a newly constructed, unoccupied condominium building at the Black Rock development in Wasatch County. The building consists of 1-2-3 bedroom units which will fulfill 27 AUEs.
- Quinns Land Transfers. Transfer of approximately 40-acres located at Quinns Junction in exchange for a credit of 54 AUES. The City will retain the ability to

use the southern 20 acres of the land to build AUEs up to the permitted zoning of the Annexation. The northern parcel will be open space.

A possible surplus of 10 AUEs would be usable on future Talisker obligations, if any. There is no change proposed to fulfilling the remaining 17.725 on-mountain AUEs. These units will be fulfilled as outlined in Table 8 of the Housing Technical Report.

Consistency with Employee/Affordable Housing Plan

The Flagstaff Mountain Resort Employee/Affordable Housing Plan outlines a variety of methods by which the Developer may fulfill its housing obligation. The Developer's proposal consistent with the options proposed in this plan.

1. ***100 Marsac Avenue*** is permitted under Option C – Marsac Avenue property which identified this site as appropriate for employee/affordable housing.
2. ***Acquisition of Units*** is permitted under Option F – Purchase of Existing Market Rate Units with the modification by Council to permit a total number of AUEs under this option in excess of the 10 percent cap recommended in the March 2008 amendment. Staff recommends this increase in AUEs because the units are newly constructed, never occupied market rate units and will add to the affordable housing supply.
3. ***Quinns Land Donation*** is permitted under Option H – Donation of Quinns Acre 20 acre parcel. Development on this site is proposed as part of the Park City Heights Annexation and Master Planned Development. The Developer proposes the donation of 40-acres located within this annexation. The donation will allow the City to pursue a great mix of housing styles and prices that are integrated within the proposed Master Planned Development, and also increase the project's open space.

Other Issues:

The proposed agreement also resolves all remaining construction issues with the paving of the Park n Ride, a trail connection, and Richardson Flats Road. It is critical that this work get completed prior to the winter season to enable a soft opening of the lot as currently directed by Council.

Department Review:

The City Attorney and City Manager reviewed this report.

Alternatives:

A. Approve the Request: Council may approve Affordable Housing Agreement and the proposed amendments to the Flagstaff Mountain Resort Employee/Affordable Housing Plan as outlined. ***This is Staff's recommendation.***

B. Modify the Request: Council may modify the Developer's proposal.

C. Continue the Item: Council may continue the item and direct staff to return with additional information or options.

D. Deny the Request: Council may reject the Developer's proposal and direct the Developer to proceed with the Annexation as initially proposed.

Significant Impacts:
Staff anticipates that the Developer's proposal outlined above will provide more immediate fulfillment of the affordable/employee housing obligation than proposed under the current phasing plan. It will also minimize the amount of staff time currently required to track, monitor and report on the current phasing plan.

Recommendation:
Staff recommends that the City Council take public input, approve the attached Affordable Housing Agreement and the proposed amendments to the Flagstaff Mountain Resort Employee/Affordable Housing Plan, each in a form approved by the City Attorney.

ATTACHMENT 1

AFFORDABLE HOUSING AGREEMENT
[DRAFT 09-25-09]

The lead-in paragraphs of the Agreement will recite that this Agreement is to establish the parts of delivering United Park City Mines' (the "Developer's") remaining off-site requirement of 86.175 AUEs under Section 2.10.5 of the Amended & Restated Development Agreement.

Core provisions:

1. Quinns Land Transfer. At the Closing, the Developer will transfer to the City, by Special Warranty Deed, the parcels consisting of approximately 40 acres located at Quinns Junction, representing a credit of 54 AUEs. These acres are within the currently proposed annexation boundary, west of US 40, and are as outlined on Exhibit "__" attached hereto which identifies a North Parcel and a South Parcel. The North Parcel will be deeded to the City subject to an open space deed restriction held by the Talisker Open Lands Conservancy, and South Parcel will be subject to a deed restriction limiting the use of the South Parcel, or the use of any density transferred from that Parcel, to development which must include some component of affordable housing, whether development occurs directly on that Parcel or in conjunction with other contiguous property as part of a Master Planned Development. The above-mentioned 54 AUE's will count toward the next 54 AUE's required under Table 11 of the Affordable Housing Technical Report, as amended on April 3, 2008 ("Table 11"), a copy of which is attached. Developer will provide a preliminary title report to the City at least seven days prior to Closing and at Closing will provide the City with a standard owner's policy of title insurance issued by Coalition Title Company.

2. Black Rock. At or following the Closing, upon Developer's acquisition of the Black Rock Units [Note: these will be defined above as the 17-unit condo bldg 38] consisting of 27 AUEs, Developer will deed-restrict the Black Rock Units in accordance with the deed restriction requirements of the Park City Affordable Housing Resolution 20-07, and these Units may then be sold or leased subject to the affordable housing requirements of such deed restriction. The sales or lease prices for the Black Rock Units will be based on Summit County AMI and submitted to the City for review and confirmation prior to the sale or lease of these Units. In the event the acquisition of the Black Rock Units is not consummated by the Developer, the Developer may supply any remaining AUEs required under the attached Table 11 (after the AUE's attributed to the Quinns land transfer and the ten Marsac units) through another mutually acceptable alternative, including any of the alternatives contemplated under the Development Agreement, the Parties acting reasonably.

3. 100 Marsac. The Developer will construct all ten units (consisting of approximately 15-16 AUEs) as presently approved by the City at the 100 Marsac site after all third-party claims and litigation against the City are favorably and finally resolved in a way that allows actual construction to proceed in substantially the same form as presently approved by the City and no new, material financial or other obligation on the

Developer. These ten units will be constructed at the time they are required under the attached Table 11 after the Quinns land transfer and Black Rock (if completed). If Black Rock is not completed, these ten units will be constructed at the time they are required under Table 11 after the Quinns land transfer. In any event, by December 31, 2012, the 100 Marsac site will be remediated by the Developer to residential standards established for Empire Pass; however, if the site has any actual use other than residential as of that date, the site will be remediated in accordance with standards consistent with such use as of such date.

4. <u>Surplus AUE's.</u> In the event the total number of AUE's resulting from the Quinns land transfer, the completion of Black Rock, and the actual construction of 100 Marsac exceeds the total AUE's required under Table 11, such surplus AUE's may be utilized by Developer to count toward any other AUE's required in connection with any future development activity undertaken by Developer or its affiliated entities under the AUE requirements then applicable at the time of such future development. Such surplus AUEs are not transferrable and may not be sold or otherwise assigned to third parties; however, such surplus AUEs may be utilized by Developer to count toward such requirements in connection with a joint development project involving Developer as a participating party, but in any event may not be utilized outside the control of Developer by any third party.

5. <u>Park & Ride.</u> By October 15, 2009, the Developer will complete the Park & Ride lot which includes: (i) finished asphalt (approximately 219,025 s.f. at 3.5" and approximately 69,650 s.f. at 4.0"); (ii) pavement markings and striping; and (iii) handicap signs. Prior to paving, Developer will restore the sub-grade to an acceptable condition including: spraying of weeds, fine grading, rolling the edge of pavement and shoulders to ensure proper drainage, and testing the road base and granular material to ensure compaction meets appropriate Summit County standards. Developer will provide an on-site Project Manager to manage the contractor any time work is being performed, throughout completion of project. Developer will cooperate with City staff assigned to monitor project quality control and assurance. Developer will re-vegetate/hydro-seed disturbed areas per the approved plans filed with the County, and will spray weeds within the interior landscape areas and backfill these areas to within 4 inches of top of concrete borders with suitable soil. By October 15, 2009, Developer will complete the connection from the existing edge of new pavement, as highlighted on attached Exhibit __, consistent with the approved plans filed with the County Engineer. Promptly following the Closing, the City will proceed with a partial release of the existing $1.8 Million Bond for that portion of the Park & Ride and Richardson Flat Road work already completed by the Developer (as allowed under the terms of the Bond). The balance of the Bond will be released upon completion of the work described above, subject to necessary lien waivers and Summit County inspection and City acceptance.

6. <u>Trail Easement.</u> To facilitate a connection between the bike trail west of Highway 40 and the Park & Ride, Developer will at the Closing dedicate a non-exclusive 15' bike trail easement running along the north edge of the existing landfill road east of

Highway 40, provided that such easement is approved by the USEPA and does not interfere with the use or operation of Developer's land now or in the future. The City and Developer will cooperate in obtaining any required approvals for such easement. Developer will submit a request for approval to USEPA and Fish & Wildlife, and will keep the City informed of agency discussions involving such approval. Developer shall have no obligations whatsoever and shall incur no costs relative to the construction or maintenance or permitting of such trail.

7. No Further Obligations. Following the Closing, except as expressly provided herein or associated with future additional development by Developer on property other than the 40 acres at Quinns, the Developer and its affiliates will have no obligations relative to SR 248, Quinns Junction, or P.C. Heights or any related project, including infrastructure, access, roads, water, utilities, trails, downstream traffic improvements, road widening, traffic signals, or otherwise.

8. Execution and Effective Date. This Agreement shall be effective only if executed by the City on or before October 2, 2009. The Annexation will not become effective until the mutual execution and delivery hereof by both Parties.

ATTACHMENT 2

FLAGSTAFF MOUNTAIN RESORT
EMPLOYEE/AFFORDABLE HOUSING PLAN
SUPPLEMENTAL AMENDMENT NUMBER 2
October 1, 2009

This is the second supplemental amendment to the Flagstaff Mountain Resort Employee/Affordable Housing Plan Exhibit 14 to the Flagstaff Mountain Resort Development Agreement. It amends and supersedes Section VI-B: Affordable Housing Options.

Section VI-B: Affordable Housing Options

The following options are allowed means of fulfilling the affordable housing requirement and voluntary contribution.

Option A: *On-Site AUES*. A minimum of 25 percent of the required AUEs shall be located within the Flagstaff Mountain Resort/Empire Pass Master Planned Development area. This percentage equates 24.725 AUEs. It is anticipated that these units will generally be rental units targeted to households earning up to 60% of AMI adjusted for household and unit size.

Table 8: Empire Pass Completed/Anticipated AUE Programming

Pod A	Project Name	AUEs Completed/Under Construction	AUEs Programmed for Future Construction
1	Club Residences		1.4
3	Stacked Flat Condo Bldg		2.4
4	Stacked Flat Condo Bldg		2.4
5	East West		1.0
6	Silver Strike	1.0	
7	Flagstaff Lodge	1.6	
8	Arrow Leaf A	3.0	
H	Grand Lodge	1.0	
Pod B1			
Lot C	Ironwood	1.0	
Pod B2			
West	Montage Hotel		7.8
East	Condominiums		2.4
Totals		7.6	17.4

Option B: *Ontario Mill Property* (100 Marsac Avenue) The Developer has an approved Master Planned Development for 10 units configured as approximately 15 AUEs. Pending favorably resolution of all third-party claims and litigation these units shall be constructed at the time they are required under Table 11 after the Quinns Land Transfer (Option E Below) and Black Rock acquisition (Option F below).

Option C: ***Marsac Avenue property*** located on the west side of Marsac uphill from the Ontario Mill site.

Option D: ***Daly Avenue*** property located at the top of Daly Avenue. This Developer is proposing eight units configured as four duplexes for a total of six AUEs.

Option E: ***20-acre Quinn's Junction parcel.*** Development on this site is proposed as part of the Park City Heights Annexation and Master Planned Development. .

Option F*:* ***Purchase of Existing Market Rate Units***. City Council approved the acquisition of up to eight AUEs (configured as 22 efficiency units) in March 2008 with a limit that no more than 10 percent (9.89 AUEs) be accepted in fulfillment of the total AUEs obligated. The Developer has requested and the City approves the acquisition of an additional 27 AUEs located in the Black Rock development because the units are newly constructed, never occupied market rate units and will add to the affordable housing supply. Units shall be restricted in accordance with the deed restriction requirements of the Park City Affordable Housing Resolution 20 – 07.

Option G: ***Partnership with Mountainlands Community Housing Trust.*** The Developer may work with Mountainlands Community Housing Trust on options related to development purchase or subsidy of units to meet AUE obligation.

Option H: **Quinns Land Transfer.** Developer may donate the approximately 40-acres located at Quinns Junction to the City in exchange for a credit of 54 AUEs. The AUE credit will count towards the next 54 AUEs required under Table 11 of the Affordable Housing Technical Report, as amended on April 3, 2008. The North Parcel will be deeded to the City subject to an open space deed restriction held by the Talisker Open Lands Conservancy, and South Parcel will be subject to a deed restriction limiting the use of the South Parcel or density transferred from the parcel to development which must include some component of affordable housing on that Parcel or developed in conjunction with other contiguous property in a joint Master Planned Development.

Option I: ***Payment of In Lieu Fee.*** The payment of an in lieu fee for Affordable housing acquisition or construction must be mutually acceptable to the City and the Developer.

Option J: ***Other Development Opportunities.*** The Developer is committed to ongoing affordable housing site evaluation and feasibility analysis of its land as well as privately held land.

50' 0 50' 100'

(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF: J. DEMKOWICZ, S. SCHUELER

DATE: 12/05/08

RICHARDSON ROAD/ U-248 INTERSECTION
ROW DISTANCE

FOR: Talisker
JOB NO.: 6-10-07
FILE: X\RichardsonFlat\dwg\Park&Ride\richardson road intersection.dwg

SHEET 1 OF 1