PARK CITY
1884

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
AUGUST 31, 2000

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, August 31, 2000.

Closed Session

3:30 p.m. Property acquisition

Work Session

4:00 p.m. Council questions and comments
4:30 p.m. Cultural arts grant committee recommendations and Recycle Utah grant request
Review of regular meeting
5:00 p.m. Offret house demolition
5:10 p.m. Recreation master plan
5:30 p.m. Other meeting questions/comments
5:45 p.m. Break

Regular Meeting

6:00 p.m.

I ROLL CALL

II PUBLIC INPUT

III COMMUNICATIONS FROM COUNCIL AND STAFF

IV WORK SESSION NOTES AND MINUTES OF THE MEETING OF AUGUST 17, 2000

V CONSENT AGENDA PUBLIC HEARING

Ordinance approving a final record of survey plat for 2280 Deer Valley Drive East, known as the Black Diamond Lodge, Park City, Utah

VI CONSENT AGENDA

1. Ordinance approving a final record of survey plat for 2280 Deer Valley Drive East, known as the Black Diamond Lodge, Park City, Utah

2. Annual insurance renewal for policy year September 1, 2000 to September 1, 2001

3. Approval of professional services contract with Stantec Consulting, Inc. for preliminary design of upper Park Avenue in an amount not to exceed $50,000

4. Authorization to staff to proceed with the demolition of 1260 Park Avenue

5. Approval of contract with Smith Roofing Company to re-roof the Miners Hospital Community Center in the amount of $58,286

VII PUBLIC HEARINGS

1. Continuation of hearing - Land Management Code amendments Phase 1 - Chapter 7 Districts: ROS, POS, HR-2, HRM, HRC, HCB, RCO, SF, E, E-40, R-1, RM, RD, and RDM **(motion to continue to September 21, 2000)**

2. Land Management Code amendments Phase 1 - Chapter 7 Districts: RC, GC, LI, FPZ, and SLO **(motion to continue to September 21, 2000)**

3. Continuation of hearing - Rezone of lower Park Avenue to HRM; rezone of east side of upper Park Avenue to HR-2; and rezone of platted lots south and east of Ontario and Marsac from HR-1 to HRL **(motion to continue to September 21, 2000)**

4. Resolution adopting a recreation master plan for Park City, Utah

VIII ADJOURNMENT

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 7, 2000

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will not hold its regularly scheduled meeting on September 7, 2000.

Posted: 08/28/00
See: parkcity2002.org

PARK CITY
1884

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
AUGUST 31, 2000

Present: **Mayor Brad Olch; Council members Peg Bodell; Candace Erickson; Roger Harlan; Fred Jones; and Shauna Kerr**

Toby Ross, City Manager; Mark Harrington, City Attorney; Pat Putt, Planning and Zoning Administrator; Linda Cook, Project Manager; Tom Bakaly, Director of Capital Projects & Budget; Frank Bell, Olympic Planning Director; Jerry Gibbs, Public Works Director; Eric DeHaan, City Engineer; Bob Johnston, Leisure Services Director

Insa Riepen, Director of Recycle Utah; Deb Corrigan, Park City Arts Council Grant Committee Chair; George Hull, Parks and Recreation Board

1. **Council questions/comments.** In response to a question from Shauna Kerr about the status of the golf course hotel, Pat Putt reported that the building permit for the shell has not been issued. Staff has been working with the property owner on an agreement of the relocation of the 18th green, phasing and penalties for non-completion. He understood that penalties will be based on lost golf course revenue during the period. Ms. Kerr thanked staff for another successful City picnic. Fred Jones discussed the bon fire project being formulated by the Olympic Celebration Committee which will be reviewed by the Fire District. He felt there will be more public involvement as time goes on. Peg Bodell explained the variety of charges of the many sub-groups of the Olympic Celebration Committee and also felt that public participation will grow. The Chamber/Bureau is exploring professional event producing.

Ms. Bodell expressed that overall, she is pleased with the direction of the Recreation Master Plan, but would like park users and the neighborhood surveyed. The Parks and Recreation Board members don't use the park as much as she would like to see them use it to come up with an assessment. She suggested that the board consider uses of the park other than recreation and that skateboard issues be addressed in the plan, like accommodating bikes or scooters. A bike park may be needed. She continued that the programs should have a broader scope than recreation. The parks issues are bigger than referenced, including traffic, race, and illegal drug and alcohol use. Before anything grandiose is built, properties in the park that are dirt and rocks should be improved. Ms. Bodell added that plan has no outline of time lines or priorities and City Park should be named. See recreation master plan discussion.

Candy Erickson also thanked staff for the City barbeque. She thanked Pace Erickson for organizing a crew to clean up the Poison Creek area on September 6. Next Tuesday, there is a public health meeting in Kamas regarding density based on septic tank systems. She discussed her upcoming visit to the Sydney Olympics. In response to a question from Ms. Erickson about the status of the McPolin Farm trail, Linda Cook explained that the orange limits of disturbance fencing has been removed. The grading is complete and asphalt will be poured next week. Signs have been ordered for the north and south ends regarding trail connections and using the tunnel access road. Roger Harlan invited the public to a book sale, hosted by the Friends of the Library, on Saturday. He thanked Myles Rademan and Margie Hensley of the Chamber for putting together the Summer Tour, which he finds very valuable. Mr. Harlan advised Council that George Hull is no longer the Chairman of the Parks and Recreation Board and Dean Shulman is now serving in that position.

2. Cultural arts grant committee recommendations and Recycle Utah grant request. Tom Bakaly advised that Recycle Utah is requesting additional space at the old bus barn and one-time start-up costs. The estimate from the Public Works Department for tenant improvements amounts to $14,500. Recycle Utah feels the cost is more like $4,500 but would like to keep the request at $14,500 to fund a plastic recycling program. The City's contribution of free rent has a value of $1,000 per month. He continued that the grant subcommittee has not rendered a recommendation on this request and would like to postpone a decision. Roger Harlan, grant subcommittee member, stated that he would like the opportunity of a site visit. Ms. Kerr requested clarification of staff's intent in using the space. Tom Bakaly reported that it is currently being used by the City and if it is made available to Recycle Utah, the City may have to make other arrangements or rent space. Frank Bell explained that the area could be used for an Olympic staging area for equipment and people as it is large but easily secured. The City is going *to need every inch of this warehouse kind of space it can get.* If the City is required to rent property, it won't be convenient to Olympic venues or City buildings. He emphasized that he has a use for the space during the Games and it could be used several months in advance as equipment and materials are acquired for the traffic management program, etc. This space is critical. Mr. Bell believed the Recycling Center would operate and would not be displaced during the Olympics and reiterated the merits of retaining the space for City use.

Ms. Erickson emphasized the importance of recycling and implementing more programs in our mountain community. However, she expressed concern about the City losing space and the money request represents about 70% of the grant contingency. Jerry Gibbs noted that Public Works uses the space mainly in the winter to store equipment. Ms. Kerr asked staff to explore options to facilitate the Recycling Center as she agrees with Ms. Erickson that recycling needs to be promoted and perhaps the plastic center could be separate. Insa Riepen of Recycle Utah indicated that operations need to be consolidated. Mr. Bakaly added that staff will come back to Council after the grant committee meets on this request.

Mr. Bakaly continued that the Council designated the Park City Arts Council as the umbrella organization to distribute annual art grants and the staff report contains its recommendations, which represents $25,000. The Arts Council receives $13,500 which is separate from this program; additionally, the City Council awarded a one-time grant in the amount of $15,000 this year. The grants subcommittee had reservations about awarding a grant to an individual, Paul

Jakowbowski, as the City's grant policy requires that recipients be non-profit organizations. The Arts Council is willing to facilitate the award. Roger Harlan explained that the committee feared that this may create a precedent of using the Art Council and members also had questions about the project itself. Subcommittee member Erickson agreed that the focus of concern was granting money to individuals.

Deb Corrigan, Arts Council Grant Committee Chair and art educator, felt that working with Mr. Jakobowski on this program has the potential of being educational for students. The elementary schools do not have an art educator and the middle school may lose its art program. This is an opportunity to provide art in public places and art education in the community. In response to a question from Roger Harlan regarding participation, Ms. Corrigan believes there is interest from students, parents and faculty. Ms. Bodell believed the concern is passing the funding through the Arts Council. Ms. Corrigan explained that the Arts Council is a fiscal agent for many projects. Mr. Ross explained that the purpose of the non-profit regulation in the policy was to avoid the issue of benefitting an individual, which is prohibited by law and Council certainly can change the policy. Mark Harrington added that new legal requirements are addressed in the format of the grant agreements and this issue has more to do with the City's internal policy. Ms. Corrigan reiterated the merits of art awareness for students. Ms. Kerr believed that the request needs to come from a non-profit and would not be inclined to deviate from the policy. The City Manager added that perhaps the School District would be interested in sponsoring the project. Tom Bakaly suggested that the Arts Council or School District submit an application to the grant committee. The process has worked well in the past and he felt there is a solution which will be brought back to Council.

3. **Offret house demolition.** Linda Cook reported that there were seven bidders and the RFP included separate bids for the Offret house, some of the property features around it, as well as removal of the asphalt along the edge of the temporary skateboard park. Makay Kim, Inc. was the low bidder at $10,750 for the combined project. Separating bids resulted in low bids from different contractors. There was discussion about difficulties with managing more than one contractor and having the asphalt project done at the same time. In response to a comment from Ms. Kerr about recycling asphalt, Mr. DeHaan explained that the amount of asphalt is so minimal, that it is not worth attempting to recycling.

4. **Recreation Master Plan.** Bob Johnston explained that the City Council adopted a master plan in 1981 which has been amended over the years. The trails master plan was adopted in 1992, which addresses trails construction; the entry corridor master plan addressed the McPolin Farm property and was adopted in 1996. As a result, trails and the Farm are not included in the recreation master plan. The process began in 1997 when ice skating and skate parks were being discussed and it was decided to approach planning recreation comprehensively. The firm of Barker, Rinker and Seacat of Boulder, Colorado performed an ice skating rink study and the Winston & Associates study. The Council allocated $50,000 for the consulting work but denied the $10,000 request for a

survey study. Mr. Johnston explained that with the assistance of the Parks and Recreation Board, much of the survey work was conducted. The Board also analyzed a variety of sites for facility development, including the old sewer treatment site, Gillmor property, Richardson's Flat and potential private/public partnerships. He continued that the facility needs assessment surveyed residents and out of 7,000 surveys sent, 1,300 were returned. The response was excellent at 17% and Roger Harlan, liaison to Parks and Recreation Board, added that the consultant commented that this was the largest public response his firm had experienced. Mr. Johnston indicated that the focus group meetings tended to attract special interest groups. Some groups also conducted survey work which are included in the study and other resort towns were compared. An ice rink feasibility study included in the larger document concludes that Park City could support a single standard indoor ice sheet provided that the financial objective was only to recover operating costs, not capital costs. There has been a language change from the draft that the Board felt important that the an outdoor sheet may be considered if it is a preliminary phase of a project which would ultimately result in a fully enclosed indoor ice skating rink. It was felt that more information is needed from the public about the type and scope of an ice facility. One of the goals is to focus on recreation efforts on supporting and enhancing our resort life style; another is to maintain strong positive relationships with the Snyderville Basin Recreation District and Mr. Johnston referred to the recently adopted memorandum of understanding. With regard to large scale facilities, it is recommended to take a regional or multi-jurisdictional approach. He continued that it is recommended to reexamine existing facilities as opposed to planning or building new facilities and it is important to maintain the Racquet Club and City Park. Other goals include prioritization of projects, which Ms. Bodell addressed earlier, and that projects and programs be fiscally conservative. Mr. Johnston asked for direction from Council on the plan as drafted. Because open space was the number one priority on the survey, the group felt it necessary to document support of the City's efforts in acquiring open space. The trails program is funded and well underway. Mr. Johnston again indicated that if ice is pursued, it will probably be a multi-jurisdictional effort and Heber City and Wasatch County have both contacted him. Golf was rated high in the survey and he encouraged the Council to direct the golf course task force to look at public golf opportunities. With regard to Ms. Bodell's concerns about safety in City Park, overgrown areas have been cleared and are more open, but this issue could be brought back to the Parks and Recreation Board. A comprehensive look at the Racquet Club facility will also be conducted.

George Hull, Parks and Recreation Board member and former Chairman, stated that the document represents a lot of time from many individuals. The master plan is a good starting point and is a good product. Ms. Bodell agreed that it is an excellent document and is user friendly and the public should be informed that it is available for review. The City Council recognized the contributions of George Hull as Chairman of the Board.

Prepared by Janet M. Scott

PARK CITY
1884

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
AUGUST 31, 2000

I ROLL CALL

Mayor Brad Olch called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, August 31, 2000. Members in attendance were Brad Olch, Peg Bodell, Candace Erickson, Roger Harlan, Fred Jones, and Shauna Kerr. Staff present were Toby Ross, City Manager; Mark Harrington, City Attorney; Lloyd Evans, Chief of Police; Derek Satchell, Preservation Planner; Ray Milliner, Planner; Tom Bakaly, Director of Capital Projects & Budget; Pace Erickson, Parks and Golf Course Superintendent;

II PUBLIC INPUT

Grant Avenue project - Tom Hurd, 339 Park Avenue and HDC member, emphasized that the scheme of spending up to $50,000 on the derelict building on Grant Avenue is not something the HDC approved. Since his appointment on the Commission, the matter of committing funds to create the memorial has never been discussed in a work session or regular meeting, and it was his understanding that the scope was to stabilize the building at a cost of about $5,000. Any expenditure larger than that is a waste of taxpayers' dollars. The site is an attractive nuisance and dangerous and it should be demolished. The few people who take pictures of the building are amused more than anything else. In response to a question from Shauna Kerr, Mr. Hurd indicated that he has not discussed this with other HDC members; there was a communication from Derek Satchell to the Commission that this project was approved by the City Council.

III COMMUNICATIONS FROM COUNCIL AND STAFF

Chief Lloyd Evans reported that there will be a dynamite revelry at 6 a.m. on Miners Day. Derek Satchell reported that 130 Grant will be stabilized in two weeks and the project will commence in the spring. Architect David White will produce drawings pro bono. Tom Bakaly reported on the progress and opening of the round-about, and flag pole lot. The Carr Parcel landscaping is completed; the location of the sculpture of the bear was discussed. The pedestrian tunnel will not be open until some time next week.

IV WORK SESSION NOTES AND MINUTES OF THE MEETING OF AUGUST 17, 2000

Hearing no omissions or corrections, the Mayor requested a motion to approve. Peg Bodell disclosed that she will be abstaining because she was not in attendance. Shauna Kerr, "I move approval". Candy Erickson seconded. Motion carried.

Peg Bodell	Abstention
Roger Harlan	Aye
Candace Erickson	Aye
Fred Jones	Aye
Shauna Kerr	Aye

V CONSENT AGENDA PUBLIC HEARING

Ordinance approving a final record of survey plat for 2280 Deer Valley Drive East, known as the Black Diamond Lodge, Park City, Utah - Planner Ray Milliner explained that the applicant is requesting to condominiumize the building which is currently under construction. The Planning Commission and staff are recommending approval. Roger Harlan felt that developers should be discouraged from making changes in projects as it results in a great deal of staff time. The City Attorney explained that last year the state statute governing condominium amendments has been simplified and it is not as staff intensive to process applications. New applications are subject to fees and the complexity of the Queen Esther application a few years ago was discussed. With no further comments or questions from the public or the Council, the public hearing was closed.

VI CONSENT AGENDA

Pace Erickson displayed a roof sample for the Miners Community Center roofing project. Shauna Kerr, "I move approval of the Consent Agenda". Roger Harlan seconded. Motion unanimously carried.

1. Ordinance approving a final record of survey plat for 2280 Deer Valley Drive East, known as the Black Diamond Lodge, Park City, Utah - See public hearing and staff report.

2. Annual insurance renewal for policy year September 1, 2000 to September 1, 2001 - Staff recommends approval.

3. Approval of professional services contract with Stantec Consulting, Inc. for preliminary design of upper Park Avenue in an amount not to exceed $50,000 - See staff report.

4. Authorization to staff to proceed with the demolition of 1260 Park Avenue - See work session comments and staff report.

5. Approval of contract with Smith Roofing Company to re-roof the Miners Hospital Community Center in the amount of $58,286 - See staff report.

VII PUBLIC HEARINGS

1. <u>Continuation of hearing - Land Management Code amendments Phase 1 - Chapter 7 Districts: ROS, POS, HR-2, HRM, HRC, HCB, RCO, SF, E, E-40, R-1, RM, RD, and RDM</u> **<u>(motion to continue to September 21, 2000)</u>** - and

2. <u>Land Management Code amendments Phase 1 - Chapter 7 Districts: RC, GC, LI, FPZ, and SLO</u> **<u>(motion to continue to September 21, 2000)</u>** - and

3. <u>Continuation of hearing - Rezone of lower Park Avenue to HRM; rezone of east side of upper Park Avenue to HR-2; and rezone of platted lots south and east of Ontario and Marsac from HR-1 to HRL</u> **<u>(motion to continue to September 21, 2000)</u>** - The Mayor requested a motion to continue Items 1, 2 and 3 to September 21, 2000. Fred Jones, "<u>I so move</u>". Shauna Kerr seconded. <u>Motion unanimously carried</u>.

4. <u>Resolution adopting a recreation master plan for Park City, Utah</u> - See work session commentary. The Mayor invited comments and questions from the public and the Council. Ms. Bodell expressed her appreciation for everyone's efforts on this project. Hearing no input, the public hearing was closed.

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

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MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3:30 p.m. Members in attendance were Mayor Brad Olch, Peg Bodell, Candace Erickson, Roger Harlan, Fred Jones, and Shauna Kerr. Staff present were Toby Ross, City Manager; and Mark Harrington, City Attorney. Fred Jones, "<u>I move to close the meeting to discuss property acquisition</u>". Peg Bodell seconded. <u>Motion carried unanimously</u>.

The meeting opened at approximately 4 p.m.

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

Prepared by Janet M. Scott

PARK CITY SUMMIT COUNTY UTAH CORPORATE MARCH 1, 1884

Janet M. Scott

Janet M. Scott, City Recorder

PARK CITY
1884

COUNCIL AGENDA REPORT

DATE: August 31, 2000
DEPARTMENT: Office of Capital Management & Budget
AUTHOR: Tom Bakaly
TITLE: Grant Requests
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: The City Council should provide direction concerning the following grant requests:

1. Request from the Recycling Center for additional space and a one-time grant contingency request for improvements to that space

2) Recommendations made by the Park City Arts Council for the disbursement of FY 2000-01 grant funds for arts, culture and humanities

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DESCRIPTION:

A. Topic: Grant Disbursement

B. Background:

In May of 1996, the City Council adopted a new policy that governs the disbursement of grant funds. This policy was subsequently amended in June of 2000 (attached). In addition to establishing criteria for determining grant recipients, the policy also established categories in which organizations receiving grants were placed. Each category then gets a portion of the total funds appropriated for grants. The total amount of funds available for grants is a percentage (2.25%) of the General Fund budget for each year.

City Council formed a Grants Subcommittee to review the additional grant requests and make a recommendation to the City Council. The Grants Subcommittee consists of Council member Erickson, Council member Harlan, and a City staff representative (Tom Bakaly).

C. Analysis:

1) Recycling Center Request for additional rent contribution and one-time contingency grant

The Recycling Center currently receives a rent contribution grant ($8,850) and a special service grant of $10,287. The rent contribution grant is for the recycling facilities located at the old bus barn. The Recycling Center would like additional space that would increase the annual rent contribution by $1,000. Please note that this is a real cost to the City's General Fund as funds are transferred to the Municipal Building Authority to pay off bonds used for improvements to that facility. The Recycling Center is also requesting a one-time grant contingency request of $14,500 to make improvements to the space to accommodate the recycling of plastic materials. Please see the attached letter from the Recycling Center. The Police Department and Public Works Department have expressed concern that honoring this request would reduce available storage space for City operations, especially in connection with the Olympics.

Grant Subcommittee Recommendation: The Grant Subcommittee preliminarily met and discussed this issue. The Subcommittee asked if perhaps the proposed plastics or another recycling function could be performed outside (East of the existing bins where the aluminum container is located) and free up space for plastics recycling. The Subcommittee also asked if perhaps BFI could perform the service of plastics recycling. Both of these questions were forwarded to the Recycling Center prior to the submission of their request letter to the City dated August 18, 2000. The Subcommittee has not made a formal recommendation on this grant request at this time. Staff is hopeful that the Subcommittee will have a chance to meet before the August 31st meeting and perhaps forward a recommendation at that time.

2) Disbursement of FY 2000-01 grant funds for Arts, Culture and Humanities

One category established by the Grants Policy was Arts, Culture and Humanities. Per the policy, the Park City Arts Council was designated as the representative organization for the purpose of planning how grant funds will be distributed for arts. The Arts Council has completed their grant review process and their FY 2000-01 recommendations are attached. The budget for this category for FY 2000-01 is $25,107. Please note that the Arts Council receives an additional $13,775 as part of a special services grant. Representatives from the Arts Council will be available at the City Council meeting to answer specific questions.

Grant Subcommittee Recommendation: The Grant Subcommittee preliminarily met and discussed this issue. The Subcommittee asked for a breakdown of which grants were funded by the City and for how much (attached). The Subcommittee had concerns about awarding a grant to an individual as recommended as that was contrary to the City's grants policy which requires that grant recipients be non-profit organizations (attached). The Subcommittee also asked for narrative descriptions of all of the grants that were requested (attached). The Subcommittee has not made a formal recommendation on this grant request at this time. Staff is hopeful that the Subcommittee will have a chance to meet before the August 31st meeting and perhaps forward a recommendation at that time.

D. **Department Review:**

This request has been reviewed by the Office of Capital Management and Budget, the Police Department, the Public Works Department, the Community Development Department and the City Manager's Office. Again, in regards to the Recycling Center request, the Police and Public Works Departments are very concerned about the possibility of losing valuable storage space for City operations.

ALTERNATIVES:

1) Provide direction regarding the two grant requests and either approve or modify the requests.

2) Deny the request (in total or partially): This action relating to the disbursement of Arts, Culture and Humanity grants would most likely necessitate further City Council direction concerning the grants policy and its implementation.

3) Continue the Item: The needs of several of the Arts grant recipients are time sensitive to the next couple of weeks. Delaying the requests for more than a few weeks could cause some issues.

4) Do Nothing: Same as Continuing the item.

SIGNIFICANT IMPACTS:

Implements the City's grants policy which to do date has worked well. Funds for the recommended action are in the grants budget. The available balance of the grant contingency fund is approximately $19,500. Approving the entire Recycling Center request for one-time improvements to the old bus bay would leave roughly $5,000 in the grant contingency fund.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

The City Council would need to provide further direction and perhaps make modifications to the Grants policy.

RECOMMENDATION:

Provide direction concerning grant requests from the Recycling Center and the Arts Council.

PUBLIC SERVICE CONTRACTS- Amended 5/11/00

As part of the budget process, the City Council appropriates funds to organizations and endeavors whose services are consistent with the needs and goals of the City. Depending upon the type of service category, grants payment terms of the contracts may take the form of cash payment, one-time capital project joint participation, and/or offset of fees or rent relating to City property in exchange for value-in-kind services. The use of the public service contracts will be for specific services rendered in an amount consistent with the current fair market value of said services.

Public Service Fund Distribution Criteria: Organizations or projects must meet the following criteria in order to be eligible for a public service contracts in Fund Categories 1-5 below: 1) Accountability and Sustainability of Organization; 2) Program Need and Specific City Benefit; 3) Fiscal Stability and Other Financial Support; and 4) Fair Market Value of the Service.

> **Criterion #1** - Accountability and Sustainability of Organization or Endeavor: The organization or endeavor must have: 1) Quantifiable goals and objectives; 2) Non-discrimination in providing programs or services; 3) Cooperation with existing related programs and community service; 4) Compliance with the City contract; and 5) Not-for-profit status.
>
> **Criterion #2** - Program Need and Specific City Benefit: The organization or endeavor must have: 1) A clear demonstration of public benefit and provision of direct services to City residents; and 2) A demonstrated need for the program or activity.
>
> **Criterion #3** - Fiscal Stability and Other Financial Support: The organization or endeavor must have: 1) A clear description of how public funds will be used and accounted for; 2) Other funding sources that can be used to leverage resources; 3) A sound financial plan that demonstrates managerial and fiscal competence; and 4) A history of performing in a financially competent manner.
>
> **Criterion #4** - The scope of services included in the public service contract must equal or exceed fair market value of any form of payment from the City.
>
> Fund Category 6 has its own criteria as set forth below.

Total Public Service Fund Appropriations: The City appropriates a total of 2.25% of its annual General Fund budget each year for public service contracts in Fund Categories 1 - 5 as described below. In addition, the City appropriates specific dollar amounts from other funds specifically related to Fund Category 6 as described below. The General Fund budget is defined as total departmental operations not including the "carry-forward" of unspent balances.

Fund Categories and Percentage Allocations: For the purpose of distributing Public Service Funds, service contracts are placed into the following categories: 1) Special Services; 2) Arts, Culture, Humanities; 3) Youth; 4) Rent Contribution; 5) Contingency; and 6) Historic Preservation. A percentage of the General Fund budget (whose sum does not exceed 2.25 %) is allocated to each of the first five individual categories by the City Council. A specific dollar amount is allocated to category 6.

The General Fund category percentage allocation does not vary from year-to-year. However, as the City's budget fluctuates (up or down) due to economic conditions, the dollar amounts applied to each category will fluctuate proportionally. In years when the budget decreases, the City Council may choose to reduce the contingency fund appropriation to the extent possible in order to hold public service fund amounts constant. In the case of categories 2, 3, and 5 (Arts, Youth and Contingency), unspent fund balances from a prior fiscal year are reappropriated on a one-time basis to the upcoming fiscal year. The unspent prior year balance is added to the new fund amount for the upcoming fiscal year.

1) Special Services: An amount not to exceed 1.19 % of the General Fund budget will be designated for service contracts relating to services that would otherwise be provided by the City. Special services that fall into this category would include, but not be limited to; sustaining economic development, historical preservation, marketing/sales, public safety, affordable housing and recycling.

To the extent possible, individual special services will be delineated in the budget. Any amount not specifically designated in the budget for special services will be placed in the Contingency Category. Each special service provider will have a special service contract with a term of one year. If a special service contractor wishes to increase their budgeted payment amount, they must justify why a change is needed. Funds used to increase individual special service contracts must come from within the Special Services Category or the Contingency Category.

2) Arts, Culture, Humanities: .30% of the total General Fund budget will be designated for support to a representative organization of the arts, culture, and humanities community. The representative organization will propose a plan by June 1 of each year as to how the support funds will be distributed to organizations in the arts, culture, and humanities community. The representative organization may establish a reasonable contingency balance for requests specific to the Arts, Culture and Humanities category that may arise throughout the year. Individual grant awards less than $500 per grant do not require City Council approval as long as they are approved by the representative organization.

The proposal must be consistent with UCA § 10-7-85, as amended, and the criteria listed in this policy. In particular, criterion 1-3: (cooperation with existing related programs and community services) will be closely monitored. Failure to comply with this criteria may result in loss of representative organization status. Criterion 4 shall be evaluated, but need not be a disqualifying factor.

Upon being designated by the City Council as the representative organization, the representative organization will enter into a contract prior to July 1 with the City for the distribution of support funds for a one year period. If a representative organization is not identified by City Council, the support funds will be held in a City trust fund until a representative organization is identified.

3) Youth: .25% of the total General Fund budget will be designated for support to a representative organization for youth services. The proposal must be consistent with the criteria listed in this policy, in particular criterion 1-4. All of the other policies relating to category #2 also apply to the youth category.

4) Rent Contribution: An amount not to exceed .48% of the General Fund budget will be used as a rent contribution for organizations occupying City-owned property and providing services consistent with criterion 1-4 pursuant to the needs and goals of the City. To the extent possible, individual rent contributions will be delineated in the budget. Any amount not specifically designated in the budget will be placed in the Contingency Category.

The City is required to make rent contributions to the Park City Building Authority for buildings that it occupies. Qualified Organizations may enter into a lease with the City to occupy City space at a reduced rental rate pursuant to criterion 1-4. The difference between the reduced rental rate and the rate paid to the Park City Building Authority will be funded by the rent contribution amount. The City Council may make long-term lease commitments for reduced rental rates under this policy. Please note that this policy only applies when a reduced rental rate is being offered. This policy does not apply to lease arrangements at "market" rates.

5) Contingency: .04% of the General Fund budget will be designated as a contingency reserve for organizations, programs or endeavors that arise throughout the year. Use of the Contingency fund requires City Council approval. The policies stated above will be applied to requests from the Contingency Category. City Council will review contingency fund balance every two years and make decisions for appropriations based on recommendations from the Public Service Committee.

6) Historic Preservation: Each year, the City Council will appropriate a specific dollar amount relating to historic preservation. The City Council will designate the funding for these expenditures during the annual budget process. The funding source for this category is the Lower Park Avenue and Main Street RDA. The disbursement of the funds shall be administered pursuant to applications and criteria established by the Community Development Department, and awarded by the Historic District Commission, consistent with UCA § 17A-3-1303, as amended. The total amount of historic funds available is $200,000 ($100,000 from each RDA project area). In instances where another organization is involved, a contract delineating the services will be required.

It is at the discretion of the City Council as to which categories individual organizations or endeavors are placed. Any percentage changes to the General Fund categories described above must be approved by the City Council. All final decisions relating to public service are at the discretion of the City Council.

PARK CITY MUNICIPAL COPRPORATION
GRANTS FY 2001 - Revised - May 18, 2000
Does not include Carry Forward from FY 1999-00 for Youth or Contingency

CATEGORY/DESCRIPTION	GRANT $ FY2000 Budget	% of BUDGET GENERAL FUND	FY 2001 Budget Recommended	% of BUDGET GENERAL FUND	FY 2001 Budget 5% Reductions	% of BUDGET GENERAL FUND
SPECIAL SERVICES						
Recycling	$10,828		$10,828		$10,287	
Mountainlands Community Housing Trust	$20,000		$20,000		$19,000	
Arts Council			$14,500		$13,775	
Chamber Bureau	$81,210		$81,210		$77,150	
Historical Society	$25,121		$25,121		$23,865	
Domestic Peace Task Force	$27,405		$27,405		$26,035	
Sub-total Special Services	$164,564	1.19%	$179,064	1.30%	170,111	1.30%
ARTS/CULTURE/HUMANITIES						
Sub-total Arts	40,928	0.30%	26,428	0.19%	25,107	0.19%
YOUTH						
Sub-total Youth	33,871	0.25%	33,871	0.25%	32,177	0.25%
RENT CONTRIBUTIONS						15
KPCW	25,172		25,172		23,913	
State Liquor Store	15,320		15,320		14,554	
Recycling	9,000		9,000		8,550	
Historical Society	16,800		16,800		15,960	
Sub-total Rent Contribution	66,292	0.48%	66,292	0.48%	62,977	0.48%
GRANT CONTINGENCY FUND	4,692	0.03%	4,692	0.03%	4,457	0.03%
TOTAL GRANTS - GENERAL FUND	310,347	2.25%	310,347	2.25%	294,830	2.25%
GENERAL FUND BUDGET	13,800,000		13,800,000		**13,110,000**	
HOUSING/RDA						
Mountainlands Community Housing Trust	5,000		5,000		5,000	
Sub-total Housing	5,000		5,000		5,000	
HISTORIC PRESERVATION						
Sub-total Historic Preservation	200,000		200,000		200,000	
TOTAL GRANTS - All FUNDS	**$515,347**		**$515,347**		**$499,830**	

Recycle
PARK CITY
Utah

August 18, 2000

Public Service Contracts Committee
Park City Municipal Corporation
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060-1480

Dear Committee Members:

Recycle Utah receives requests from the public to recycle plastics on a daily basis. Currently, Recycle Utah accepts any color of glass containers, any paper products, including paperboard and corrugated cardboard, aluminum and tin cans. With the Good Wood project we also accept "good" wood, and other building materials such as doors, windows, and fixtures from remodel projects. Recycle Utah's ultimate goals are to preserve landfill space and to conserve natural resources.

Recycle Utah would like to expand the existing operations at the center to provide plastics recycling service to Park City residents and businesses. The plastics recycling program would include PET plastic (#1) soda and water bottles and HDPE plastic (#2) milk jugs. Due to the light weight and volume of uncompacted plastic containers, these materials would have to be baled to make the program economical. The baler would have to be installed indoors to protect it from the elements. Because the two different types of plastic need to be baled separately and be contaminant free, Recycle Utah also needs to have a secured area where separated bags of PET and HDPE can be stored prior to baling. The baler would produce 48" x 48" x 30" bales of PET or HDPE plastics. Once eight to ten bales are accumulated, the bales would be transported to markets in Salt Lake City.

This program would not be in conflict with the existing pilot curbside recycling program provided to approximately 2,000 single family homes in Summit County. Lamar Richins, Director of Public Works for Summit County recently indicated that Summit County will decide in the next few months whether the pilot program will be expanded to serve additional single family homes. If the County were to expand the pilot curbside recycling program to all single family homes in Summit County, Recycle Utah anticipates that it would still be receiving a considerable amount of plastics from multi-family residences and commercial establishments.

1825 Woodbine Way • P.O. Box 682998 Park City, Utah 84068 • Phone: (435) 649-9698 • Fax: (435) 658-1530
e-mail: director@recycleutah.com • http://www.recycleutah.org

To implement this service, Recycle Utah is requesting Rent Contribution on an ongoing basis for the use of an additional bay at the facility to house the baler and plastic containers sorted for baling. Recycle Utah is also requesting one-time start-up Contingency funding for tenant improvements in this bay including having a wall erected between the bays, installing a 230 voltage electric line to operate the baler, and relocating the electronic key pad that is currently used to open the bay door to access the three bays. The Department of Public Works has estimated the costs for these tenant improvements as follows:

• Construction of a wall between the bays with sheet rock on one side	$4,500 - $6,500
• Installation of a 230 voltage electric line (This does not include a transformer or additional panels, if required.)	$6,000 - $9,000
• Door control (electronic key pad) change out	$4,000 - $6,000
TOTAL	**$14,500 - $21,500**

Recycle Utah is working to refine these cost estimates prior to the City Council meeting.

Recycle Utah will rely on other funding sources for the on-going operational costs of the plastics program including the baler lease, baling wire, gaylord bags, pallets, pallet jack, staffing and transportation. Given the considerable costs associated with plastics recycling relative to the market value of baled PET and HDPE, the plastics recycling program would only be economically feasible with the increased Rent Contribution and the one-time Contingency funding for tenant improvements from the City.

Recycle Utah is a non-profit 501(c)(3) organization dedicated to preserving the environment. Recycle Utah's mission is to promote, strengthen, and provide leadership in waste reduction, reuse, recycling, hazardous waste collection, and composting in Summit County. Recycle Utah is governed by a Board of Trustees. Current Trustees are John Ray, Laynee Jones, Marc Estabrook, LaMar Richins, Jeff Louden, Fred Jones, Michael O'Hara, Joe Kernan, and Alyson Burleigh.

Please feel free to contact me or Alyson Burleigh at 658-4966 if you have any questions regarding this request.

Sincerely,

Riepen

Insa Rieppen
Executive Director

To: TOM BAKALY
From: ARTS COUNCIL

RECOMMENDED CITY FUNDED PROJECTS:		RECOMMENDED COUNTY FUNDED PROJECTS:	
Egyptian Theatre	$5,000.00	Egyptian Theatre	$5,000.00
Paul Jakubowski	$5,500.00		-0-
Mountain Town Stages	$2,000.00		-0-
PC Chamber Music	$3,000.00	PC Chamber Music	$3,000.00
PC Performing Arts Found.	$1,500.00	PC Performing Arts Found.	$1,500.00
PC Professional Artists	$ 792.50	PC Professional Artists	$ 792.50
PC Singers	$1,000.00	PC Singers	$1,000.00
Summit Institute	$2,500.00	Summit Institute	$2,500.00
Utah Music Fest	$ 750.00	Utah Music Fest	$ 750.00
Utah Symphony	$1,500.00	Utah Symphony	$1,500.00
Wasatch Fiber Fest	-0	Wasatch Fiber Fest	$4,018.00
City Total	**$23,542.50**	**County Total**	**$20,060.50**
City Amount Available:	$25,000.00	County Amount Available	$27,000.00
Balance:	$3,000.00	Balance	$ 6,939.50

RECEIVED
AUG 15 2000
PARK CITY PLANNING DEPT.

PARK CITY SUMMIT COUNTY ARTS COUNCIL GRANT REQUEST SUMMARIES FY 2000

Artist/Organization	Requested $PCMC/County	total budget	Recommendation
1. Egyptian Theatre	both: $15,000	$493,200.00	$10,000.00
2. Paul Jakubowski	$5,500.00	$5,500.00	$5,500.00
3. Mountain Town Stages	$5,000.00	$60,000.00	$2,000.00
4. Park City Chamber Music	both: $6,000.00	$200,000.00	$3,000.00
5. PC Performing Arts Found.	$20,000	$650,000.00	$3,000.00
6. PC Professional Artists	both: $1,585.00	$1,585.00	$1,585.00
7. PC Singers	$2,000.00	$21,450.00	$2,000.00
8. Summit Institute	both: $5,000.00	$396,670.00	$5,000.00
9. Utah Music Festival	both: $5,000.00	$35,000.00	$1,500.00
10. Utah Symphony	both: $3,000.00	$852,000.00	$3,000.00
11. Wasatch Fiber Fest	$4,018.00	$27,218.00	$4,018.00
Recommended funding:			**$40,603.00**
Amount available:			$54,000.00
Balance			$13,397.00

Paul Jakubowski CITY FUNDING ONLY= $5,500.00
Mountain Town Stages CITY FUNDING ONLY= $5,000.00
Fiber Festival COUNTY FUNDING ONLY= $4,018.00
Total operating budgets: $2,742,623.00

12. PC Jazz Fest submitted late. Therefore application not accepted.

Total amounts requested: $74,103.00
PCMC $ 2,000.00
County $ 4,018.00
Both $68,085.00
$74,103.00

It is the recommendation of this grant committee that the balance be specifically set aside for cultural grant requests that may come up during the fiscal year ie County Library, Cultural Olympic project. The Grant Committee expected more applications pertaining to olympic-related projects but did not receive any.

**PARK CITY SUMMIT COUNTY
ARTS COUNCIL**

CULTURAL GRANTS FY 2000-2001

GRANT COMMITTEE:

Deb Corrigan, Chair
Deb is a Snyderville resident, Arts in Education advocate & after school arts teacher, Graphic Artist, Main St. Business owner, Arts Council Executive Committee Board Member.

Mike Andrews
Mike lives in Park City, is the retired Park City High School Principal, founding board member & past president of the Park City Summit County Arts Council, past board member Park City Parks Rec & Beautification Board. Actively involved in the Park City International Jazz Festival Foundation & Park City Film Series.

Dell Fuller
Dell lives in Park City, is founding board member of the Park City Summit County Arts Council, Park City Film Series Board Member, Delta pilot, free lance photographer, past board member Park City Parks Rec & Beautification Board.

Nancy Hewitt Brown
Nancy lives in Snyderville, is a bookkeeper, volunteers at Jeremy Ranch Elementary School. Her children are accomplished visual artists.

Patricia Hill Gordon
Patricia lives in Snyderville, is an arts-in-education volunteer at Jeremy Ranch Elementary School and is a Certified Public Accountant, a Master's Degree in Tax specializing in working with non profit organizations.

David Green
David lives in Kamas, is an artist, works as a framer for Flat Rabbet Gallery.
He is attempting to create the Kamas Cultural Visual Arts Center.

Helene Minot
Helene lives in Old Town, is interested in Music & Art, moved here from Albuquerque New Mexico, and has a strong background in business management, strategic planning, & workflow analysis for healthcare systems.

David Peters
David lives in Old Town, has an MBA from Notre Dame, was Treasurer & President of the Park City Summit County Arts Council. He works in Salt Lake managing commercial real estate properties and investments for Terratron Corporation.

LeeAnn Rowser
Lee Ann lives in Henefer, teaches school at North Summit Elementary in Coalville and is a long time advocate for more arts enrichment & arts-in-education in the schools. Lee Ann has served as county arts-in-education liaison to the Park City Summit County Arts Council for six years.

Post Office Box 4455
Park City, Utah
8 4 0 6 0
801▲647▲9747

The Park City/Summit County Arts Council Review Committee is accepting Grant Applications for fiscal year 2000-2001.
Amounts allocated last year ranged between $ 800.00 & $7.000.00.
Total amount available: $27,000 Park City/ $27,000 Summit County

COMPLETEDAPPLICATIONS USING ONLY THIS FORM/FORMAT will be reviewed by this committee with recommendations forwarded to the Park City/Summit County Arts Council Board of Directors, and ultimately to Park City Council and Summit County Commissioners for final approval.
Organizations individuals soliciting grant funds from the Park City Municipal Corporation or Summit County should complete this application and return it to:

Park City/Summit County Arts Council
by the DEADLINE OF 5:00 PM, FRIDAY, JUNE 16, 2000.
Applications may be mailed to:
The Park City/Summit County Arts Council
P.O. Box 4455
Park City, UT 84060
or hand delivered to the Arts Council office at Park City Library Building, Suite 208, Park City, Utah. Applicants may call the Arts Council office at 435-647-9747 prior to the deadline with any question about, or assistance with, the application and to confirm that their application has been received. Or log on to our web site for more Arts Council information.

1. Please attach the following, if applicable:
* Copy of your 501(c)(3) with your exemption number attached
* A financial statement and most recent annual operation budget attached
* Any pamphlets/brochures/publicity/[promotional material] or other information related to this applicant enclosed
* Board of Directors and/or professional references attached

Park City, Utah

2. Description of organization or applicant profile: (ie.. mission statement. goals & objectives. professional biography [or past projects completed])

2. The purpose of the Utah Symphony is to represent the highest standards of musical excellence as an orchestra of international reputation, enhance the quality of life in the state of Utah and the Intermountain West, lead and advance the cause of the arts in Utah as the state's premier arts organization, provide concerts and educational programs for young people throughout the state, and develop and serve an ever-broadening audience, encompassing the cultural and geographic diversity of our vast landscape.

We strive to accomplish our mission by traveling statewide, performing for nearly 400,000 citizens, one-fourth of whom are school children participating in the free, in-school or Abravanel Hall docent-guided concerts. The 83-musician orchestra, education staff/board committee and the Utah Symphony Guild produce and deliver educational programming for students. The Utah Symphony performs 200-plus concerts in the state of Utah annually.

3. [a.] Description of project and its artistic merit with attention to the following items, if applicable: (ie., constituency. number of people served, use of volunteers. access for underserved or special populations. educational merit, benefits to the community.

3. [a] The Utah Symphony will present 16-20 concerts in July and August of 2001. The schedule has not been solidified or contracted at this time with dates, guest conductors or guest artists. As we have done in the past, half (eight) or more than half, will be performed in Park City/Deer Valley. It is expected that audiences at Deer Valley will average 3,000 people; many will draw up to 5,000, with total a 2000 Deer Valley summer series projected to be 30,000. Over three-quarters of the total attendance figure travel from outside the Park City area and spend money in

[b.] How effectiveness, accountability and completion of project will be measured.

Park City restaurants, markets, hotels, galleries and retail outlets. We anticipate great attendance for the Deer Valley series in 2000 with pre-concert ticket sales surpassing previous years. Volunteers from the Utah Symphony Guild assist at Deer Valley concerts with ticket-taking, ushering and staffing the Guild Store.

The 2001 summer marketing plan will include production and distribution (45,000) of an eight- to ten-page season brochure mailed to all Utah Symphony subscribers and donors; it will also be mailed to the Eccles Performing Arts Center list, distributed in the Park City area and be available at all Park City/Utah Symphony ticketing outlets - Park City Reservations, Deer Valley Signatures, High Mountain Properties at Deer Valley. The Park City/Summit County Arts Council's 2000-2001 grant, should it be approved, will be used for production of this brochure, as was the PCAC 2000 grant. Please note recognition of the Council's grant on page seven of the enclosed 2000 Summer brochure.

[b] Effectiveness, accountability and colpletion of project will be measured by attendance & revenue produced for the series.

CULTURAL ARTS GRANT REVIEW GRID

APPLICANT NAME ______________________________

AMOUNT REQUESTED $______________

CRITERIA	LOW	AVG	HIGH	TOTAL
1A) QUALITY OF PROJECT/ CONCEPT DOES IT STAND ON ITS OWN?				
1B) IMPORTANCE OF PROJECT TO THOSE SERVED				
2) RANGE OF INFLUENCE (WHO AFFECTED, HOW MANY)				
3) MANAGEMENT COMPETENCE				
4) QUALIFICATIONS				
5) MEASURE OF SUCCESS ATTENDANCE, VOLUNTEERS				
6A) FINANCIAL SUPPORT FROM OTHER SOURCES				
6B) % REQUESTED/BUDGET				
7) COMMUNITY COMPONENT				

AMOUNT RECOMMENDED $______________

CITY/COUNTY CULTURAL ART GRANT REQUEST SUMMARIES FY 2000-2001

1. **Paul Jakobowski city request only $5,500.00 recommendation**
   design/paint mural depicting Park City's mining history in Poison Creek Tunnel. This project must be approved by Arts Council Design Review Committee & needs to utilize local students to work with Paul to paint mural.

2. **Mountain Town Stages city request only $2,000.00 recommendation**
Randy Barton's request to fund the marketing of free concerts for six weeks during the summer at three Park City locations: Marriott Summit Watch, Town Lift, Park City Mountain Resort. This money is regarded as seed money for a new project that the community accepts & appreciates. Grant Committee stipulation Park City Arts Council must authorize & co-sign each check.

3. **Egyptian Theatre Youth Program $5,000city/$5,000county $10,000 total recommendation**
request to continue to fund youth theatre program which includes outreach to North & South Summit,Jeremy Ranch & Parley's Park Elementary Schools in addition to McPolin Elementary School. This program not only teaches youth about drama, but it allows local youth to take part in theatrical productions. Grant Committee impressed with number of youth served. This program increases in scope & breadth of what it accomplishes each year.

4. **PC Performing Arts Foundation Pillow Box Theatre$1,500city/$1,500 county recommendation, $3,000 total**
request to sponsor children's theatre matinee performances in small, 150 seat intimate theatre at Eccles Center for the Performing Arts. Foundation needs to track how many locals attend. Grant Committee interested to see percentage returned on the dollar-off coupons that are made available for students & teachers to measure outreach effectiveness.

5. **PC Intl Chamber Music Festival $1,500 city/$1,500 county $3,000 total recommendation**
request for general project support. This group has grown dramatically over the past five years, audience has increased, so has sponsorship, so has operating budget. Performances are given for free in Coalville, with significant numbers of locals in attendance. Amount requested is very modest in relationship to entire budget which is $200,000.00.

6. **PC Professional Artists Assoc.** **$792.50 city/$792.50 county $1585.00 total recommendation**
continue financial support to update artists' web-site. This web site is linked to Arts Council's web site. This project was funded last year with city cultural arts grant funds. Grant Committee feels that is a modest request, it has positive impact on marketing locals artists to the world, & this should be fully funded. This endeavor is an excellent example of community participation not only singers but audience. Very value-added group! Grant Committee recommends full funding.

7. **Park City Singers** **$1,000.00city/$1,000.00 county $2,000.00 total recommendation**. This project is an excellent example of a grass roots cultural arts group. Singers volunteer their time, they pay dues to help purchase sheet music. Concerts are seasonal & sold-out Audiences are comprised of locals as are singers. Conductor Deborah Cook needs slight financial compensation for directing, conducting & playing piano. Grant Committee recommends full funding!

8. **Summit Institute/Westbound Festival $2,500.00 city/$2,500 county total recommendation $5,000.00.**

This festival features culture/folklore both visual & performing that pertains to the west. This is an inaugual year for Westbound Fest. Committee feels it is an endeavor that amply supports the culture that is germane to Summit County & Park City, & that Labor Day weekend is a good time to market to out of towners & Wasatch Front. The recommendation is looked upon as seed money. Committee wants to see analysis of festival, how many people attended, where they came from etc., how many locals were featured as talent, how many locals attended.

9. **Utah Music Festival** **$750 city/$750 county Total recommendation $1,500.0**

Request for general project support to produce & market chamber music festival six weeks long in Park City area. This festival, like PC Chamber Music Festival, also has strong educational component but grant committee does not have info as to how many local students are impacted or study with the UMF. The caliber of the music is excellent. This festival is where PCICMF was about 6 years ago. The Grant Committee, along with the Park City Summit County Arts Council wishes there could be a dialogues between the two organizations because the dates, purposes and performances overlap & are confusing to the public- both the locals & the visitors.

10. **Utah Symphony** **$1,500.00 city/$1,500 county $3,000.00 total recommendation**

General project support to help market outdoor summer concert series at Deer Valley. Grant Committee aware of how popular Deer Valley concerts are to locals & to businesses. Request is very minor in contrast to total budget of $852,000.00. Grant Committee recommends full funding

11. Wasatch Fiber Festival $4,018.00 county only

project request to produce, market & fund a dying art that is educational & authentic to this county.They request canopies, supplies, advertising support, web site, insurance, rental of physical space. Much of the event is done with volunteer hours. This is the first time the festival is has asked for money, & the grant committee recommended full funding from county funds for this wonderful effort. 18 artists provide in-kind contributions.

PC Intl Jazz Festival- Application was submitted late, not accepted.

PARK CITY
1884

CITY COUNCIL REPORT

DATE: August 31, 2000
DEPARTMENT: Planning Department
AUTHOR: Kirsten A. Whetstone, AICP KAW
TITLE: 2280 Deer Valley Drive East - Black Diamond Lodge (formerly known as Mountain View Lodge)
TYPE OF ITEM: Final Record of Survey Plat

SUMMARY RECOMMENDATIONS: Hold a public hearing, consider input, and consider approving the final record of survey plat for 2280 Deer Valley Drive East, Black Diamond Lodge.

DESCRIPTION:

A. Topic

PROJECT STATISTICS

Applicant:	**Black Diamond Development Corp.**
Location:	**2280 Deer Valley Dr East-(SE of Snow Park Lodge)**
Proposal:	**Record of Survey Plat**
Zoning:	**RD-MPD (Deer Valley MPD)**
Neighboring Land Uses:	**Deer Valley Resort, Snow Park Lodge, Deer Crest Properties, and Powder Run Condominiums**
Date of Application:	**July 5, 2000**
Staff Recommendation:	**Approve as conditioned**

B. Background

On March 8, 2000 the Planning Commission approved a Conditional Use Permit (CUP) for a 29 unit condominium proposal, known as the Black Diamond Lodge (formally known as the Mountain View Lodges CUP). Located at 2280 Deer Valley Drive East (Exhibit A), the condominiums and associated road and utility improvements are currently under construction.

On July 5, 2000 the applicant submitted this request for a final condominium record of survey plat for 27 condominiums and associated common areas (including one ADA unit held in common ownership), to change the form of ownership to condominiums. (Exhibit A). A final record of survey must be recorded with the County in order for the current owner to sell ownership interests in this building to other parties.

On August 23, 2000 the Planning Commission held a public hearing and voted to forward to the City Council a positive recommendation on this record of survey plat.

C. Analysis

The condominium record of survey plat will allow the individual units to be sold separately. Staff has no outstanding concerns about the request to convert the future building to condominium ownership. Staff is requesting a condition of approval that a note be added to the plat stating that the owner agrees to construct the buildings as per the approved record of survey. If any changes are proposed once the record of survey plat has been recorded, a plat amendment would be required, with public hearings before the Planning Commission and City Council. This parcel is accessed off of Deer Valley Drive East via a private easement; the parcel has no frontage on a public street.

D. Department Review

This project has gone through an interdepartmental review. The City Engineer and City Attorney will review the plat and CC&R's as to form and compliance with the Land Management Code prior to recording.

E. Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also placed in the Park Record according to requirements of the Land Management Code.

F. Public Input

Staff has not received any public comment on this proposal.

ALTERNATIVES

A. The City Council may approve the request with the conditions stated, or modify the conditions, or

B. The City Council may deny the request and direct staff to prepare findings supporting this recommendation, or

C. The City Council may continue discussion on this item to a later date.

SIGNIFICANT IMPACTS

The proposal results in a record of survey plat that allows individual ownership of each unit. Approval of this application will not result in any significant impacts not already granted by the Conditional Use Permit. No external or internal changes to the structure are proposed.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION

If the Commission denies the condominium conversion, the property will remain under single ownership.

RECOMMENDATION

Staff recommends that the City Council approve the record of survey plat for 2280 Deer Valley Drive based on the following findings of fact, conclusions of law and conditions of approval:

Findings of Fact:

1. The property is located in the RD-MPD, Residential Development, zoning district and is subject to the Deer Valley Master Planned Development.
2. The proposed plat changes the type of ownership of this property to condominium ownership.
3. On March 8, 2000 the Planning Commission approved a Conditional Use Permit for the Mountain View Lodges Condominiums.
4. Both the Land Management Code and the Deer Valley MPD allow multi-unit condominiums with a Conditional Use Permit.
5. On August 23, 2000 the Planning Commission voted to forward to the City Council a positive recommendation on this record of survey plat.
6. The project consists of 27 residential condominium units and associated common areas, including one ADA unit.
7. The parcel has no frontage on a public street.

Conclusions of Law:

1. There is good cause for this record of survey plat as the units can be sold separately.
2. The plat is consistent with the Park City Land Management Code and applicable State law regarding record of survey plats.
3. As conditioned, neither the public nor any person will be materially injured by the proposed record of survey plat.
4. Approval of the plat, subject to the conditions of approval, 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 and the Conditions, Covenants and Restrictions (CC&R's), for compliance with State law, the Land Management Code, and the conditions of approval, prior to recording the plat.
2. All standard project conditions will apply.
3. The applicant will record the final record of survey plat at the County within one year from the date of City Council approval. If recording has not occurred within the one year's time, this approval and the plat will be void.
4. All conditions of the March 8, 2000 Planning Commission approval for the Mountain View Lodges CUP continue to apply.
5. A financial guarantee for the value of all public improvements and landscaping to be

completed shall be provided to the City prior to plat recording, unless previously provided prior to subdivision plat recordation or building permit issuance. All public improvements shall be completed according to City standards and accepted by the City Engineer prior to release of this guarantee.

6. A note shall be added to the plat stating that the owner agrees to construct the buildings as per the approved record of survey. If any changes are proposed once the record of survey plat has been recorded, a plat amendment would be required to remedy any conflicts.
7. A note shall be included on the plat stating that the parcel has no frontage on a public street.

<u>EXHIBITS</u>
Exhibit A - Record of survey plat
Exhibit B - Location map

M:\CDD\KAW\CC\CC2000\dvd2280condo.ccr.wpd

Ordinance No. 2000-

AN ORDINANCE APPROVING A FINAL RECORD OF SURVEY PLAT FOR 2280 DEER VALLEY DRIVE EAST, KNOWN AS BLACK DIAMOND LODGE, PARK CITY , UTAH

WHEREAS, the owner of the property at 2280 Deer Valley Drive, known as Black Diamond Lodge, petitioned the City Council for approval of a final record of survey plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on August 23, 2000 to receive input on the record of survey plat; and

WHEREAS, on August 31, 2000 the City Council reviewed the proposed record of survey plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the final record of survey plat for 2280 Deer Valley Drive.

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

SECTION 1. FINDINGS. The following findings are hereby adopted:

1. The property is located in the RD-MPD, Residential Development, zoning district and is subject to the Deer Valley Master Planned Development.
2. The proposed plat changes the type of ownership of this property to condominium ownership.
3. On March 8, 2000 the Planning Commission approved a Conditional Use Permit for the Mountain View Lodges Condominiums.
4. Both the Land Management Code and the Deer Valley MPD allow multi-unit condominiums with a Conditional Use Permit.
5. On August 23, 2000 the Planning Commission voted to forward to the City Council a positive recommendation on this record of survey plat.
6. The proposed project consists of 27 residential condominium units and associated common areas.
7. The parcel has no frontage on a public street.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby concludes that there is good cause for the above-mentioned record of survey plat, that neither the public nor any person will be materially injured by the proposed plat.. The final plat is consistent with both the Park City Land Management Code and State condominium requirements.

SECTION 3. PLAT APPROVAL. The final record of survey plat for 2280 Deer Valley Drive, known as Black Diamond Lodge, is approved as shown on Exhibit A, with the following conditions:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat and the Conditions, Covenants and Restrictions (CC&R's), for compliance with State law, the Land Management Code, and the conditions of approval, prior to recording the plat.
2. All standard project conditions will apply.
3. The applicant will record the final record of survey plat at the County within one year from the date of City Council approval. If recording has not occurred within the one year's time, this approval and the plat will be void.
4. All conditions of the March 8, 2000 Planning Commission approval for the Mountain View Lodges CUP continue to apply.
5. A financial guarantee for the value of all public improvements and landscaping to be completed shall be provided to the City prior to plat recording, unless previously provided prior to plat recordation or building permit issuance. All public improvements shall be completed according to City standards and accepted by the City Engineer prior to release of this guarantee.
6. A note shall be added to the plat stating that the owner agrees to construct the buildings as per the approved record of survey. If any changes are proposed once the record of survey plat has been recorded, a plat amendment would be required to remedy any conflicts.
7. A note shall be added to the plat stating that the parcel has no frontage on a public street.

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

PASSED AND ADOPTED this 31st day of August, 2000.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Bradley A. Olch

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
Mark D. Harrington, City Attorney

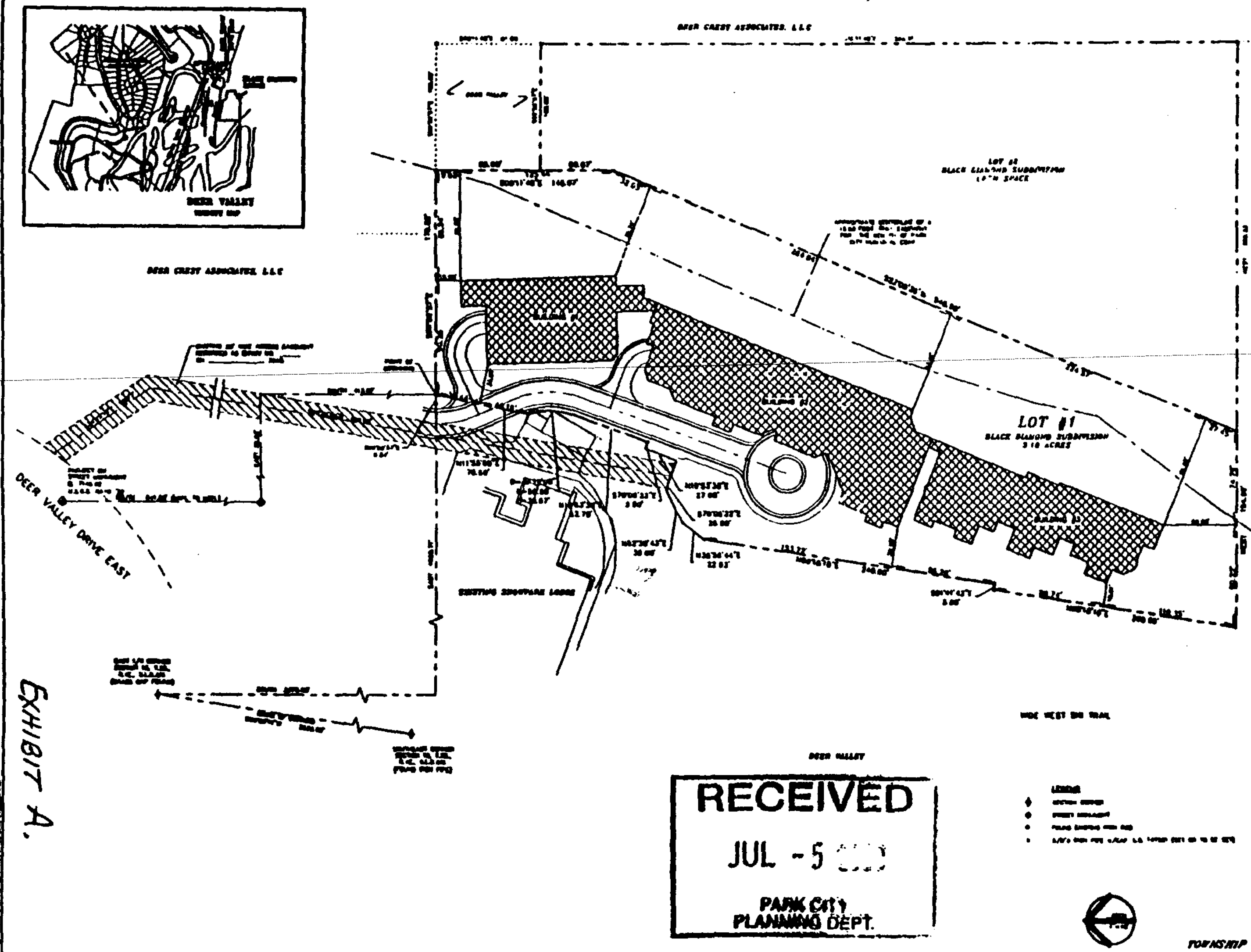


EXHIBIT A.

44

BOUNDARY DESCRIPTION

SURVEYOR'S CERTIFICATE

OWNER'S DEDICATION AND CONSENT TO RECORD

ACKNOWLEDGMENT

GENERAL NOTES

LEGEND

RECORD OF SURVEY MAP

BLACK DIAMOND LODGE

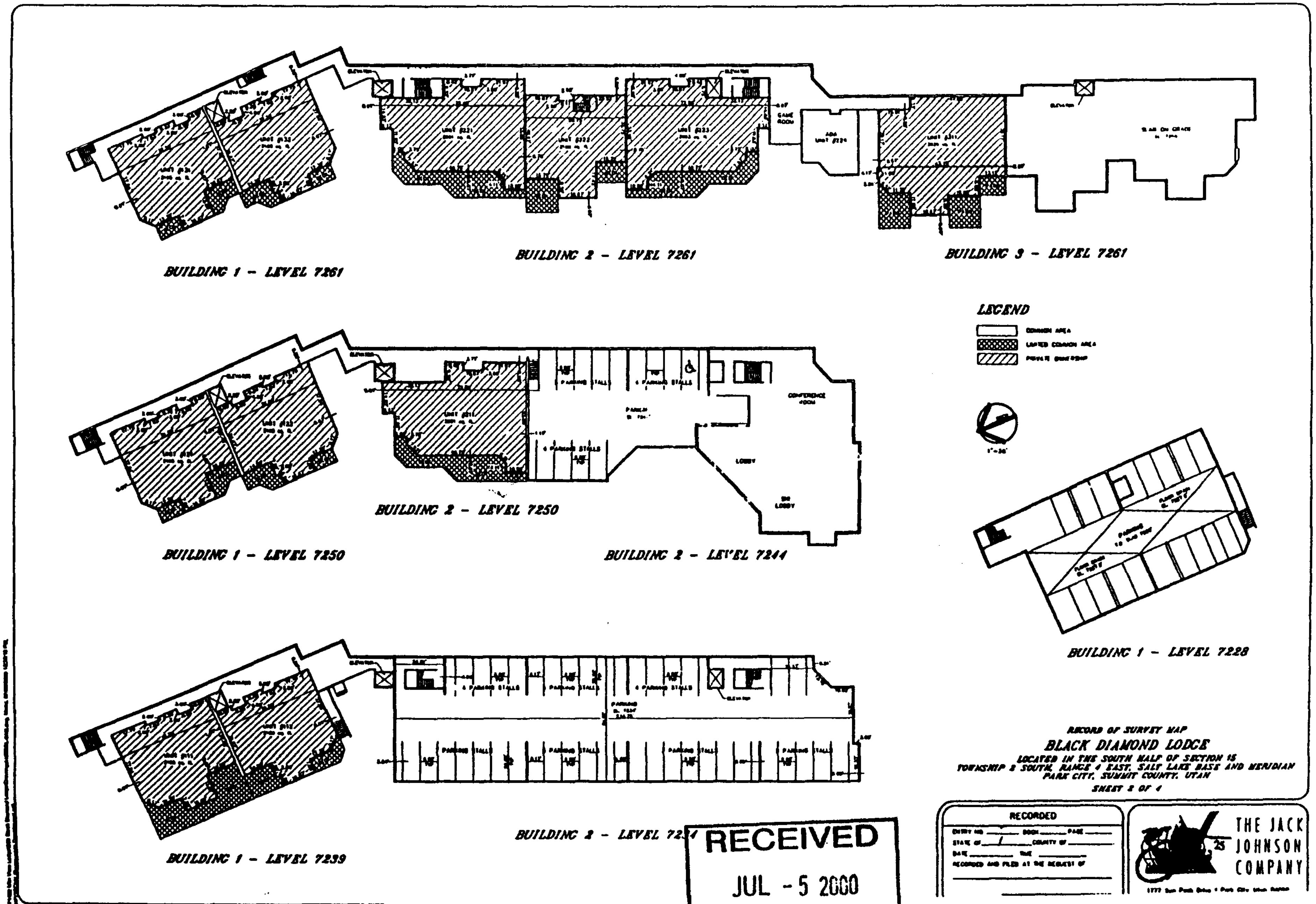
A UTAH CONDOMINIUM PROJECT

LOCATED IN THE SOUTH HALF OF SECTION 15
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 4

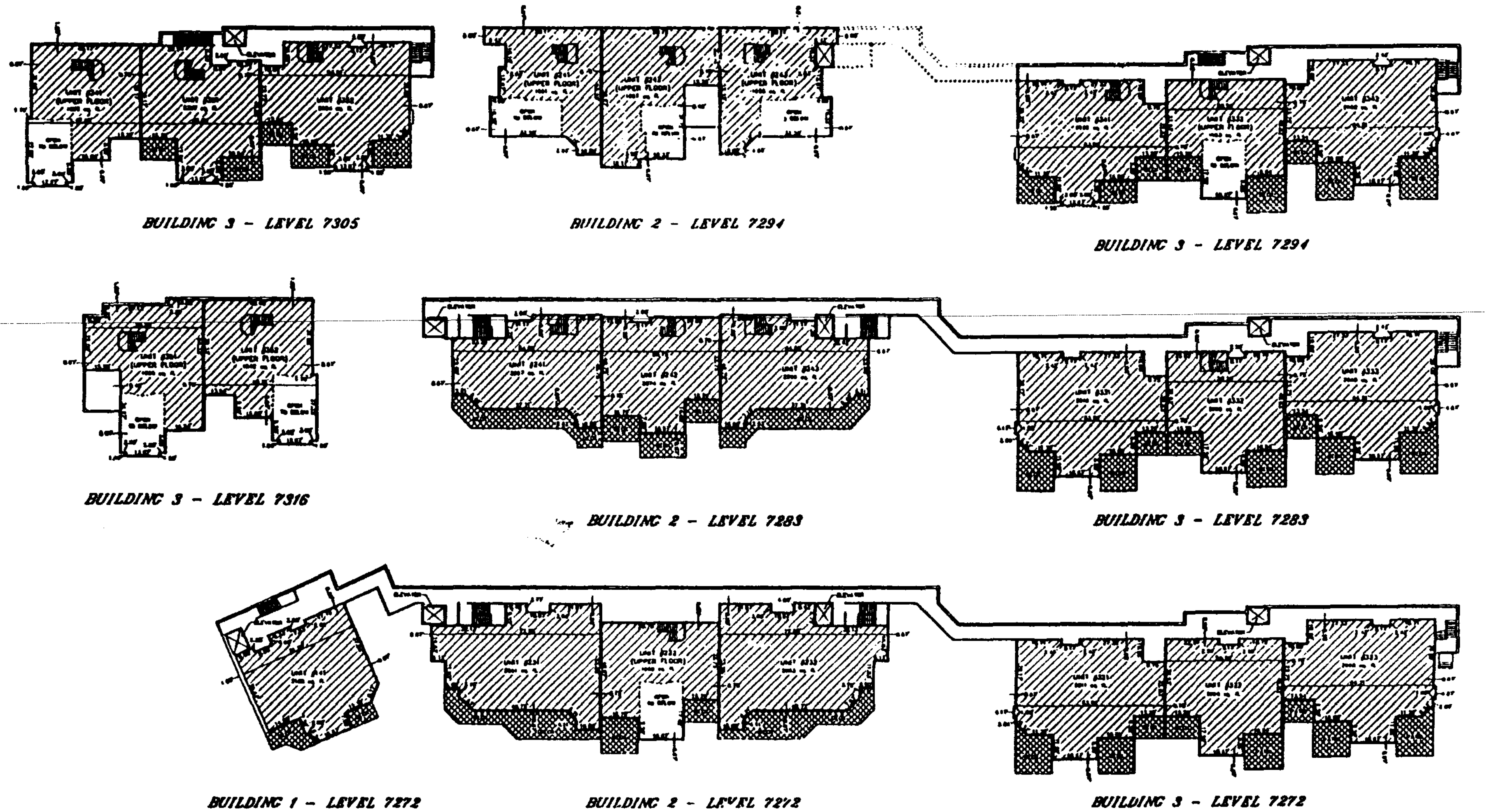
CITY COUNCIL	CITY ENGINEER	CITY PLANNING COMMISSION	SEWER DISTRICT	APPROVAL AS TO FORM	RECORDED
PRESENTED TO THE PARK CITY COUNCIL THIS ___ DAY OF ___ 20__ AT WHICH TIME THIS PLAT WAS APPROVED.	APPROVED AND ACCEPTED BY THE PARK CITY ENGINEERING DEPARTMENT ON THIS ___ DAY OF ___ 20__	APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS ___ DAY OF ___ 20__		APPROVED AS TO FORM ON THIS ___ DAY OF ___ 20__	

THE JACK JOHNSON COMPANY



RECEIVED
JUL - 5 2000
PARK CITY
PLANNING DEPT.

45



UNIT/SQ. FT.

LEGEND

COMMON AREA

LIMITED COMMON AREA

PRIVATE OWNERSHIP

1" = 30'

RECORD OF SURVEY MAP

BLACK DIAMOND LODGE

LOCATED IN THE SOUTH HALF OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 3 OF 4

RECORDED

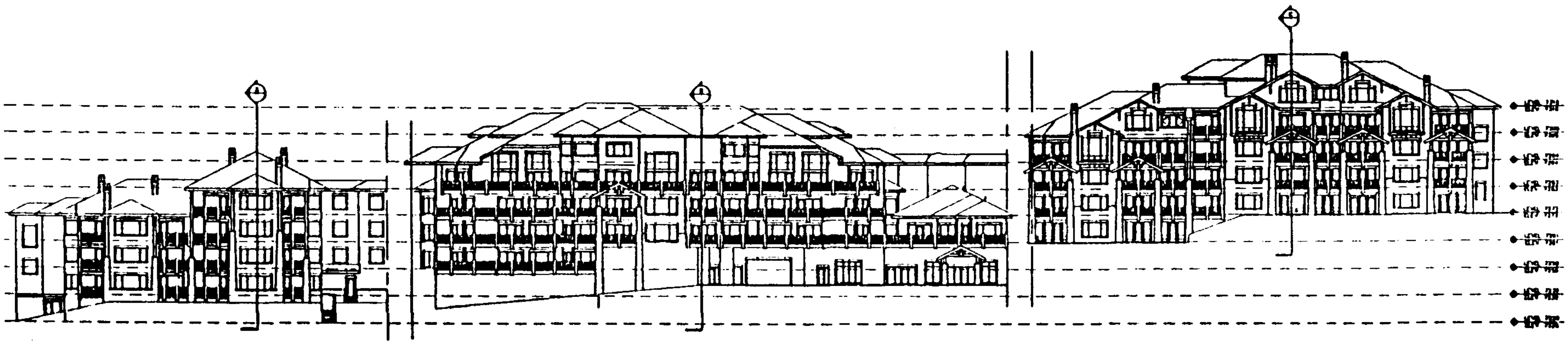
ENTRY NO. ______ BOOK ______ PAGE ______
STATE OF ______ COUNTY OF ______
DATE ______ TIME ______
RECORDED AND FILED AT THE REQUEST OF: ______

COUNTY RECORDER

THE JACK JOHNSON COMPANY

RECEIVED
JUL /5 2000

46

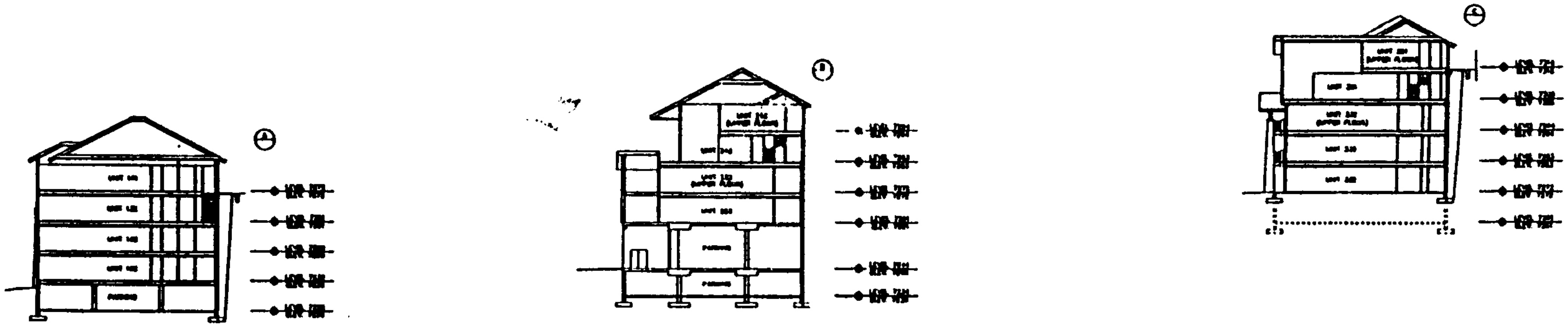


BUILDING 1 - WESTERLY

BUILDING 2 - WESTERLY

BUILDING 3 - WESTERLY

BUILDING ELEVATIONS



BUILDING 1

BUILDING 2

BUILDING 3

BUILDING SECTIONS

SCALE 1"=30'

RECORD OF SURVEY MAP

BLACK DIAMOND LODGE

LOCATED IN THE SOUTH HALF OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 4 OF 4

RECEIVED
JUL - 5
PARK CITY
PLANNING DEPT.

RECORDED

ENTRY NO. ______ BOOK ______ PAGE ______
STATE OF ______ COUNTY OF ______
DATE ______ TIME ______
RECORDED AND FILED AT THE REQUEST OF:

THE JACK JOHNSON COMPANY

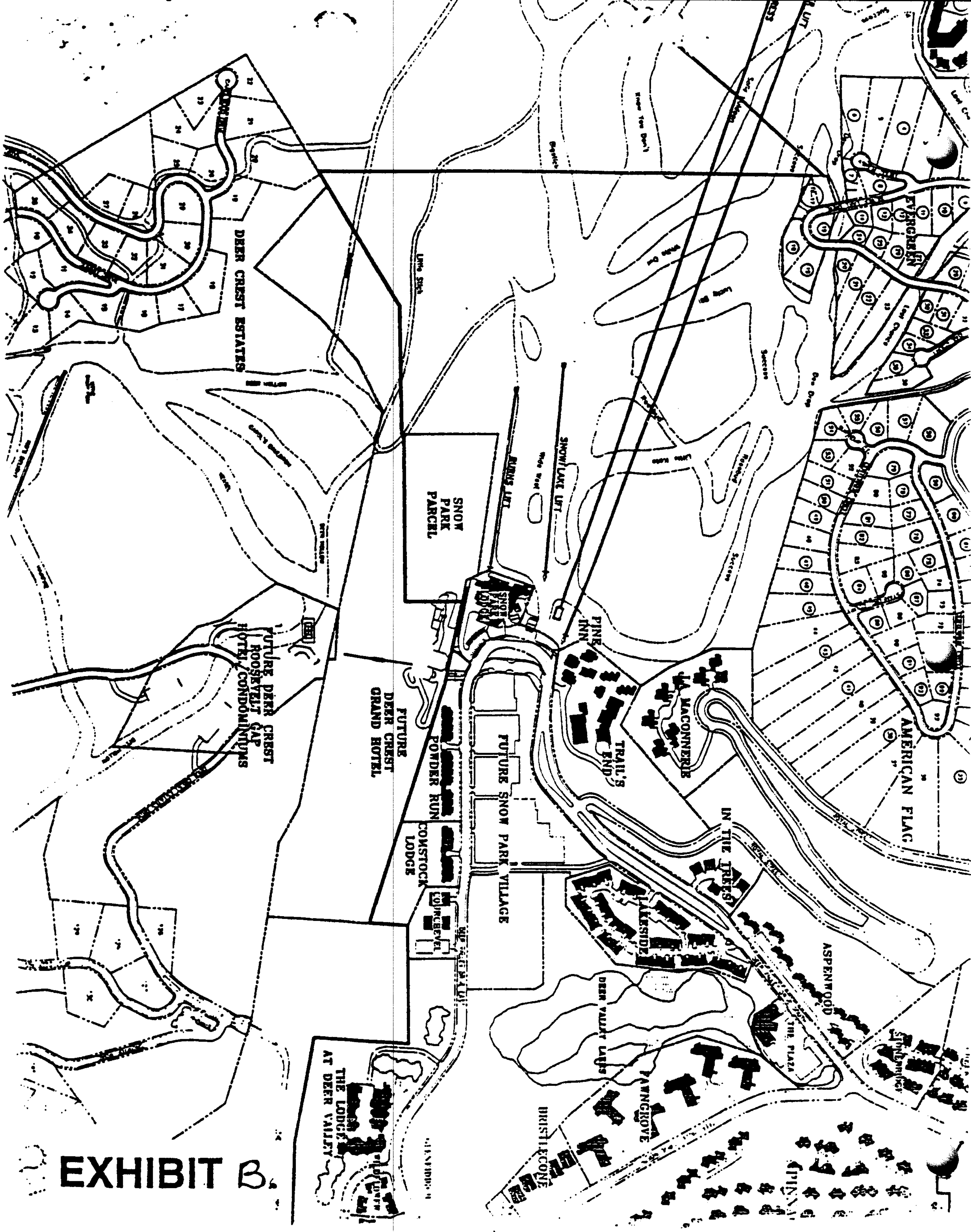

DEER CREST ESTATES
SNOW PARK PARCEL
BURNS LIFT
SNOW LAKE LIFT
SNOW PARK LODGE
PINE INN
TRAIL'S END
LA MACONNERIE
EVERGREEN
AMERICAN FLAG
FUTURE DEER CREST ROOSEVELT GAP HOTEL/CONDOMINIUMS
FUTURE DEER CREST GRAND HOTEL
POWDER RUN
COMSTOCK LODGE
FUTURE SNOW PARK VILLAGE
IN THE TREES
LAKESIDE
ASPENWOOD
DEER VALLEY LAKES
THE PLAZA
FAWNGROVE
BRISTLECONE
THE LODGES AT DEER VALLEY
COURCHEVEL
STONEBRIDGE

EXHIBIT B.

PARK CITY
1884

DATE: August 30, 2000
DEPARTMENT: Legal
AUTHOR: Tom Daley, Deputy City Attorney
Cindy LoPiccolo, Legal Assistant
TITLE: **Insurance Renewal**
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS:

1) Authorize the payment of $ 157,046.00 for comprehensive insurance coverage for period September 1, 2000 through August 31, 2001 and excess worker's compensation coverage through August 31, 2002.

DESCRIPTION:

A. Topic: Insurance Renewal

B. Background:

Park City contracted with J&H Marsh McLennan in 1998 to act as the city's insurance agent through August 31, 2001. J&H is now known as Marsh USA Risk and Insurance Services, and they have obtained premium quotes for continuing the city's Public Entity Liability coverage, Commercial Property coverage, Crime/Public Employee Dishonesty coverage, and Excess Workers Compensation coverage. The existing policies expire on August 31, 2000, and the proposed policies are all for a term of one year, with the exception of the workers compensation coverage, which is a two year policy. This coverage provides the city with comprehensive protection and will not be subject to a year-end audit.

Over the last few months, Marsh USA has solicited quotes from several carriers. As the attached spread sheets show, the incumbent carriers submitted the most favorable quotes. The increase in our premiums for the upcoming year is attributable almost entirely to changes in the insurance market place where rates increased as much as 15% to 30% across the board. Park City is able to obtain insurance at the lowest rates available in this year's market due to our positive risk management and reporting history and our relatively low loss run over the last four years. Other factors contributing to the increased premiums were the city's expanded payroll and the change in the Governmental Immunity Act's liability cap from $250,000 to $500,000 (a 125% increase in the insurer's potential exposure). The cost for Excess Workers Compensation coverage increased by the greatest percentage, caused by two factors in about equal proportions: increase in our payroll, and increases in the market price for the insurance.

C. Analysis:

The total payment of $ 157,046.00 will provide Park City with comprehensive coverage through August 31, 2001 (August 31, 2002 for workers compensation). The following is a breakdown of areas and quotes:

• Public Entity Liability, includes the following:	$ 84,428.00
General Liability	
Employee Benefits Liability	
Automobile Liability	
Automobile Physical Damage (Buses only)	
Law Enforcement Liability	
Public Officials Liability	
• Commercial Property coverage	$ 29,185.00
• Crime/Public Employee Dishonesty coverage	$ 2,532.00
• Excess Workers Compensation and Employers Liability coverage (2 year policy)	$ 40,901.00
TOTAL INSURANCE FEES	**$157,046.00**

D. Department Review:

The Legal Department handled the insurance renewal and consulted with other departments regarding changes in the city's real property, vehicles, equipment, operations, payroll and personnel.

Legal Department staff has reviewed the proposed coverage and quotes and finds them acceptable and sufficient to meet Park City's requirements. Staff negotiated extensively with Marsh USA and concluded the quotes accurately reflect Park City's favorable loss history and proactive focus on risk management, claims and record keeping.

Accordingly, staff requests the City Council to authorize the payment of $157,046.00 for comprehensive insurance coverage through August 31, 2001 (August 31, 2002 for workers compensation coverage).

Alternatives:

A. Approve the request. This is the recommended action.

B. Deny the request. This is not recommended. The proposed coverage is comprehensive for Park City's purposes, and a comparison of other rates and policies shows this as the favorable proposal.

C. Continue the item. The Council may continue the item, and Park City could extend coverage under its current policies. However, due to minimum required premium payments, this would not be a very economical option.

Consequences of Not Taking the Recommended Action:

We would be left to choose insurance coverage that is not as attractive as the current proposal.

RECOMMENDATION:

Authorize the total payment of $157,046.00 for insurance coverage for the period September 1, 2000 through August 31, 2001 (August 31, 2002 for workers compensation coverage).

PARK CITY MUNICIPAL CORPORATION

Premium Summary

Policy Year 9/1/2000 - 9/1/2001

Coverage Description		Expiring Program		Renewal Quote
Commercial Property (Affiliated FM)	$	26,082	$	29,185
Public Entity Liability (Gulf / Kemper)	$	68,816	$	84,428
Crime (Kemper)	$	2,532	$	2,532
Excess Workers Compensation (National Union) - 2 year prepaid premium	$	29,907	$	40,901
Marsh Brokerage Fee (Annual)	$	16,000	$	16,000
Totals	**$**	**143,337**	**$**	**173,046**
Overall Insurance Cost Change				21%

Above premium comparisons are using the same carriers as expiring.

PARK CITY MUNICIPAL

Liability Summary

Policy Year 9/1/2000 - 9/1/2001

Coverage Description Carrier Rating	Expiring Program GULF	GULF / Kemper A+ VIII	Renewal Quote Genesis A++ XV	Genesis A++ XV
Excess Public Entity Liability			Option #1	Option #2
			Coverage A Limit	Coverage A Limit
			$2,000,000 per Occurrence & no Annual	$5,000,000 per Occurrence & no Annual
General Liability - OCCURRENCE FORM			Aggregate	Aggregate
Bodily Injury & Property Damage	$2,000,000 per Occurrence	$2,000,000 per Occurrence	Included	Included
	$3,000,000 General Aggregate	$3,000,000 General Aggregate	Included	Included
Products Completed Operations	$3,000,000 Aggregate	$3,000,000 Aggregate	Included	Included
Personal &Advertising Injury	$2,000,000 Each Occurrence	$2,000,000 Each Occurrence	Included	Included
Fire Damage	$1,000,000 Any One Fire	$50,000 Any One Fire	Included	Included
Medical Expense	$5,000 Any One Person	$5,000 Any One Person	Included	Included
Self Insured Retention	$50,000 each occurrence or offense	$50,000 each occurrence or offense	$50,000 each occurrence or offense	$50,000 each occurrence or offense
Employee Benefits Liability - CLAIMS MADE FORM			Coverage A Limit	Coverage A Limit
			$2,000,000 per Occurrence & no Annual	$5,000,000 per Occurrence & no Annual
Limit Each Employee	$2,000,000	$2,000,000	Aggregate	Aggregate
Annual Aggregate Limit	$3,000,000	$3,000,000	Included	Included
Deductible	$1,000 each claim	$1,000 each claim		
Automobile Liability - OCCURRENCE FORM			Coverage A Limit	Coverage A Limit
			$2,000,000 per Occurrence & no Annual	$5,000,000 per Occurrence & no Annual
Bodily Injury & Property Damage			Aggregate	Aggregate
Including Hired & Non-Owned Auto	$2,000,000 Combined Single Limit	$2,000,000 Combined Single Limit	Included	Included
Personal Injury Protection	Statutory per person	Statutory per person		Statutory per person
Uninsured/Underinsured Motorist	$2,000,000 Per Accident	$2,000,000 Per Accident	Included	Included
Auto Liability Self Insured Retention	$50,000 each loss or accident	$50,000 each loss or accident	$50,000 each loss or accident	$50,000 each loss or accident
Automobile Physical Damage (ACV) - Busses only				
Auto Comprehensive - Specified Vehicles	$10,000 Self Insured Retention	$10,000 Self Insured Retention	$10,000 Self Insured Retention	$10,000 Self Insured Retention
Auto Collision - Specified Vehicles	$10,000 Self Insured Retention	$10,000 Self Insured Retention	$10,000 Self Insured Retention	$10,000 Self Insured Retention

PARK CITY MUNICIPAL
Liability Summary
Policy Year 9/1/2000 - 9/1/2001

Coverage Description	Expiring Program GULF	GULF / Kemper	Renewal Quote Genesis	Genesis
Law Enforcement Liability - OCCURRENCE FORM			Coverage A Limit $2,000,000 per Occurrence & no Annual	Coverage A Limit $5,000,000 per Occurrence & no Annual
Each Wrongful Act	$3,000,000	$3,000,000	Aggregate	Aggregate
Annual Aggregate	$3,000,000	$3,000,000	Included	Included
Self Insured Retention	$50,000	$50,000	$50,000	$50,000
Public Officials Liability - CLAIMS MADE FORM			Coverage B Limit	Coverage B Limit
Each Claim	$3,000,000	$3,000,000	$2,000,000	$5,000,000
Annual Aggregate	$3,000,000	$3,000,000	$2,000,000	$5,000,000
Self Insured Retention	$50,000	$50,000	$50,000	$50,000
Includes Full Prior Acts	Yes	Yes	August 1, 1992 Prior to above date requires additional claim information and is negotiable	August 1, 1992 Prior to above date requires additional claim information and is negotiable
Includes Enhanced Employment Practices	Yes	Yes	N/A	N/A
Estimated Annual Premium	$68,816 Flat Charge - Non-Auditable	$84,428 Flat Charge - Non-Auditable	Auto Physical Damage price pending $105,000 Flat Charge - Non-Auditable	Auto Physical Damage price pending $110,000 Flat Charge - Non-Auditable
Percent of premium change from last year		23%	53%	60%
Premium Rating Bases				
Water Payroll	$249,392	$353,505		
Percent of change from last year		42%		
Golf Course Revenue	$789,439	$807,873		
Percent of change from last year		2%		
Racquetball Club Revenue	$697,700	$607,505		
Percent of change from last year		-13%		

NOTE: SUBSTANTIAL EXPOSURE BASE INCREASE SINCE LAST YEAR'S RATING.

RATE INCREASE FROM EXPIRING YEAR — **10% OVERALL**

PARK CITY MUNICIPAL CORPORATION

Excess Workers' Compensation

Policy Year 9/1/2000 - 9/1/2001

Coverage Description	Expiring Program	Renewal Quote	
	National Union	National Union	Genesis
Carrier Rating		A+ X	A++ XV
Limits:			
Coverage A	Statutory	Statutory	Statutory
Coverage B - Employers Liability			
	$1,000,000	$1,000,000	$1,000,000
	$1,000,000	$1,000,000	$1,000,000
	$1,000,000	$1,000,000	$1,000,000
Self Insured Retention:			
Each Accident	$250,000	$250,000	$250,000
Each Employee For Disease	$250,000	$250,000	$250,000
Annual Payroll Estimate:	$7,673,838	$9,044,977	$9,044,977
Percentage of Payroll change		18%	18%
Premium	$29,907	$40,901	$25,000
	(Two year prepaid prem.)	(Two year prepaid prem.)	(Annual quote only)
	Flat Charge - Non Auditable	Flat Charge - Non Auditable	Auditable Rate .276 per $100 Payroll
Percentage of premium change		37%	67%
		(18% from payroll increase)	(18% from payroll increase)
			Genesis must also write the Professional Liability Package

PARK CITY
1884

CITY COUNCIL REPORT

DATE: August 31, 2000
DEPARTMENT: Community Development
AUTHOR: Eric DeHaan, P.E., City Engineer Eric W DeHaan
TITLE: Upper Park Avenue Reconstruction Preliminary Design
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS: Approve a Professional Services Agreement with Stantec Consulting, Inc., for the Preliminary Design of Upper Park Avenue in a form substantially similar to the attached agreement, in an amount not to exceed $50,000.

DESCRIPTION:

A. Topic: Upper Park Avenue is a historic street stretching some 2600 linear feet from Heber Avenue to King Road. No storm drains exist on Upper Park Avenue except occasional cross-drains. No gutters exist except intermittently. The pavement is in relatively poor condition, and the sanitary sewers are aged. Reconstruction in a manner similar to Woodside Avenue, which was engineered by Stantec, is appropriate. All involved residents seem to be pleased with the Woodside project, which is one of the main reasons the staff wishes to continue with Stantec as the engineer for Upper Park Avenue.

B. Background: The Council appropriated $200,000 in the Capital Improvements Budget for FY 2000-2001 to prepare a preliminary design for the reconstruction of Upper Park Avenue. Funds for actual construction have not been budgeted. Because the preliminary design contract is in an amount greater than $20,000 (not to exceed $50,000), City Council approval is required. A trivia point: Stantec was formerly known as EWP, which was formerly known as Eckhoff, Watson, and Preator.

C. Analysis: One of the tasks that Stantec will perform as part of the preliminary design is to prepare an accurate Opinion of Probable Cost. This cost estimate will allow Staff and the City Council to further investigate whether actual construction funds can be made available by reprioritizing the CIP. It is not apparent at this time that construction funding can be found, and this preliminary design contract will therefore stop short of the preparation of bid documents. Survey work, utility planning, coordination with heavily-impacted SBSID and Questar, and meetings with the residents and property owners affected by the construction are all included in the Stantec contract. Staff continues to work with "UPAPA" residents regarding the neighborhood questionnaire about Upper Park that was distributed two months ago. To date, UPAPA hasn't given us a formal response or any completed questionnaires, but Stantec and Staff will work through all the identified issues.

Some policy decisions may need to be ratified by the Council as the Park Avenue design evolves. For example, parking will be a large concern, yet the provision of parking would be in conflict with any sidewalks desired by residents.

As with our 87%-complete Woodside project, undergrounding the existing overhead utilities would not be included in the design because of cost and time implications, but future undergrounding will be contemplated with the provision of suitable conduits.

Another policy decision would be necessary regarding construction staging. Park City Mountain Resort was kind enough to let Park City stage our Woodside work from their vacant parcel at 8th and Park. PCMR further provided, together with volunteer help from talented local artists, a visually pleasing art wall which helps to shield the construction equipment and materials. Absent this or a similar staging area for Upper Park Avenue, our construction costs will likely increase 8% to 24%. Residents are concerned about the appearance of such staging areas, so it is always a difficult subject. In the meanwhile, the staff hopes PCMR is allowed to leave the vibrant and unique art fence in its current location in the hope the lot at 8th and Park is available for construction staging for the Upper Park Avenue project.

Please note that SBSID has directed Stantec to prepare cost estimates for the necessary sewer improvements. If SBSID can appropriate its share of the funds, then PCMC will be the lead contracting agency and SBSID will reimburse PCMC for its share of the construction contract when one is bid. This is another variable affecting the timing of actual construction. Both SBSID and PCMC will pay the consultant their own share of engineering fees.

D. Department Review: This report and the proposed professional services agreement have been reviewed by Public Works, Legal, Community Development, the Executive Department, and the Office of Capital Management and Budget. All departments are very concerned that we are preliminarily designing a project for which no construction funds currently exist, but it is felt that the work product will help galvanize a final decision on both the funding and the project components. Community Development will have primary responsibility for continuing to coordinate with the project's neighbors. At this time it is not clear whether a constructed trash compactor solution on Park Avenue can be crafted to address the ongoing trash concerns of both the Main Street and the Park Avenue neighbors.

ALTERNATIVES:

A. Approve the Request: By approving the professional services contract, a preliminary design for the Upper Park Avenue reconstruction can be created by winter, thus keeping our options open for 2001 construction should construction funding be found. This is the option recommended by Staff.

B. Deny the Request: This is a viable option that would save the City up to $50,000 in budgeted CIP funds. However, a serious breach of trust with Park Avenue residents would likely occur.

C. **Continue the Request**: This is another viable option if the Council needs more information or if the timing needs to change.

SIGNIFICANT IMPACTS: The $50,000 preliminary engineering contract will eat into the $200,000 appropriation for design. That item was approved as project #741 in the CIP. The actual account numbers are 31-44031, 34-44031 and 51-45085 as broken down on the attached detail sheet. The entire amount will be needed for design if construction funding is found and we therefore go to final design and bidding. Further Council action will be required prior to final design, at which time we can contemplate the aggregate amount of utility and venue construction anticipated in Park City in 2001.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:
Disappointment would likely occur among our Park Avenue residents. The occasional chunk of asphalt may be placed on the wooden tables in the Council Chambers by disgruntled residents.

RECOMMENDATION: The City Council should approve the Professional Services Agreement with Stantec Consulting, Inc., in an amount not to exceed $50,000.00 for the preliminary design of the reconstruction of Upper Park Avenue. The agreement shall be in a form substantially similar to the attached agreement and in a form to be approved by the City Attorney.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____________, 2000, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and STANTEC CONSULTING, INC., a Utah corporation ("Service Provider").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **Fifty Thousand ($50,000.00)** Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on December 31, 2000 or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

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

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

C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Exhibit B," or if none is attached, as subsequently agreed to by both parties in writing.

D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

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

4. REPORTS AND INSPECTIONS.

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

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

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

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

7. **HOLD HARMLESS INDEMNIFICATION**.

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

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

8. **INSURANCE**.

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

A. General Liability insurance written on an occurrence basis with limits no less than one million dollars ($1,000,000) combined single limit per occurrence and two million dollars ($2,000,000) aggregate for personal injury, bodily injury and property damage.

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 an occurrence 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 policy, 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 suite 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. **ASSIGNMENTS/SUBCONTRACTING**.

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

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

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

13. **CHANGES**.

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

14. **MAINTENANCE AND INSPECTION OF RECORDS**.

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

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

15. **POLITICAL ACTIVITY PROHIBITED**.

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

16. **PROHIBITED INTEREST**.

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

17. **MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS**.

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

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

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

18. TERMINATION.

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

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

19. NOTICE.

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

20. ATTORNEYS FEES AND COSTS.

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

21. JURISDICTION AND VENUE.

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

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

22. SEVERABILITY.

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

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

23. ENTIRE AGREEMENT.

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

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

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

____
Bradley A. Olch, Mayor

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
Mark D. Harrington, City Attorney

SERVICE PROVIDER

STANTEC CONSULTING, INC.
3995 South 700 East, Suite 300
Salt Lake City, Utah 84107 USA

Tax ID#: ________________________

____
Signature

____
Printed name

____
Title

Corporate Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF)

On this ____ day of ________________, 2000, personally appeared before me ______________________________, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed), did say that he/she is the __________________________ (*title or office*) of ____________________ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and said ___________________________ acknowledged to me that said Corporation executed the same.

____
Notary Public

K:\legal\FormsCurrent\ProvServAgr.wpd

EXHIBIT "A"
SCOPE OF SERVICES

PARK AVENUE RECONSTRUCTION
(Heber Avenue to King Road)

Description of the Project:

As currently envisioned, the construction project would replace the existing six-inch water line in Park with an 8-inch line, increasing the ability of the Fire District to obtain enough water to fight fires in this densely built-up neighborhood. Approximately 100 residential water service connections would be replaced with new services and water meter boxes. A major storm drain line would be installed in most areas of the project boundaries as described above, with about forty new drain line connections installed to the storm drain line from both sides of Park. Approximately twenty new curb inlet boxes would be installed. New gutters would be installed on both sides of the street. Bundles of empty utility conduits would be installed with the storm drain and/or with the water line, although actual undergrounding of overhead utility lines may not occur. No yard wiring or undergrounding of individual utility drops is proposed with this project. Major sanitary sewer repairs would probably occur. New asphalt would be installed. No sidewalks or staircases would be installed with this project, although nearby stairs and walks may be installed by virtue of other City capital projects. No new street lights are proposed. All work would occur within City street rights of way, although some of the drain line connections would affect private property, with the owners' permission. The overall length of the project is about 2600 lineal feet.

Description of Required Consultant Services:

PHASE ONE "Planning Phase" (Stantec)

The consultant will prepare a conceptual design for the construction project in a form that can be used directly as the basis for construction plan preparation.

The consultant will obtain field survey information, aerial photos, and/or available GIS mapping to illustrate the construction project and all adjacent inhabited structures. The consultant will contact U.S. West (Qwest), Utah Power (Pacificorp), and TCI Cablevision (AT&T Cable) to obtain feasibility and cost information regarding undergrounding the existing overhead lines. The consultant will prepare an opinion of probable cost for the construction project and be familiar with Park City's capital improvement budget line items for the project. The consultant should be familiar with special assessment districts as a funding mechanism for public improvements in Utah. The consultant will coordinate closely with SBSID regarding sewer line reconstruction, and with Questar Gas regarding gas line locations and repairs. .

The consultant will have primary responsibility for organizing, publicizing, and facilitating two neighborhood public meetings. Park City desires to have one meeting for preliminary information gathering and one for presentation of a conceptual plan. The neighborhood meetings will occur in the early evening at a site or sites to be selected and reserved by the consultant, possibly City Hall. The consultant should facilitate the meetings in such a manner as to gauge public sentiment for each aspect of the construction project.

Street cross-sections similar to Woodside Avenue will be proposed. Traffic calming devices may be proposed, including speed humps and signage at pedestrian crossings.

The consultant will meet up to two times with the City Council to describe the project and to relay the outcome of the neighborhood meetings. The consultant will recommend a final scope of the construction project to the City Council based on all of the accumulated background information, public input, and budgetary considerations. It is not anticipated that bid documents will be prepared until funding for project construction has been finalized.

PHASE TWO "Construction Phase" is not included. This phase would include final design, bidding, and construction management.

65

PERSONNEL PROJECTION REPORT

PARK AVENUE RECONSTRUCTION
PHASE 1 - PLANNING PHASE

Date: AUG 21, 2000
Project No.: EXHIBIT B
PLANNING DOCUMENTS AND PUBLIC MEETINGS

1 Principal
2 Project Manager
3 Project Engineer
4 Engineer
5 Designer
6 Drafter
7 Sr. Surveyor
8 Survey Crew
9 Survey Crew (GPS)
10 Word Processor
11 PR Assistant
12

TASK	Labor Hours By Personnel Category												Total Hours	Other Direct Costs	Labor Charges	Other Direct Charges	Total Fee
	1	2	3	4	5	6	7	8	9	10	11	12					
PHASE 1 - PLANNING PHASE																	
1 FIELD SURVEY		4		16	40		8	160	40				268	$350.00	$22,573.60	$385.00	$22,958.60
2 AERIAL PHOTO (PCMC CURRENT AERIAL)		4		4	16								24	$25.00	$1,590.36	$27.50	$1,617.86
3 UTILITY COORDINATION				8									8	$25.00	$522.00	$27.50	$549.50
4 PREPARE PLANNING DOCUMENTS	2	8		40	120	16							186	$250.00	$11,060.60	$275.00	$11,335.60
5 COST PREPARATION		4		16									20	$0.00	$1,496.40	$0.00	$1,496.40
6 MEETINGS (NEIGHBORHOOD & COUNCIL)	4	32		40	16					16	8		116	$250.00	$8,770.76	$275.00	$9,045.76
SUBTOTAL - PHASE 1	*6*	*52*	*0*	*124*	*192*	*16*	*8*	*160*	*40*	*16*	*8*	*0*	*622*	*$900.00*	*$46,013.72*	*$990.00*	*$47,003.72*
PROJECT TOTALS	**6**	**52**	**0**	**124**	**192**	**16**	**8**	**160**	**40**	**16**	**8**	**0**	**622**	**$900.00**	**$46,013.72**	**$990.00**	**$47,003.72**

Park City Municipal Corporation
CAPITAL IMPROVEMENT PROJECTS LISTING

PROJECT: 000741
PRIMARY G/L: 44031 UPPER PARK AVENUE PRIORITY: 6
IMPACT FEE %: START DATE:
CONTACT: DEHAAN

DESCRIPTION OF PROJECT: {Include recommended Funding Source(s)}
Upper Park Avenue

****

Expenditure Category	Total Est. Cost	Carry Forward	1999-00 Ori Bud	1999-00 YTD Exp	1999-00 Adjusts	1999-00 Budget	08182000 Remainder	2000-01 Request	FUTURE NEEDS 2001-02	2002-03	2003-04	2004-05
31-44031-7319-000-000	58776				58776	58776	58776					
34-44031-7319-000-000	52969				52969	52969	52969					
51-45085-7319-000-100	88255				88255	88255	88255					
Unfunded: 1500000	200000				200000	200000	200000					

****

Resource Category	Total Est. Resource	Carry Forward	1999-00 Ori Bud		1999-00 Adjusts	1999-00 Budget		2000-01 Request	FUTURE NEEDS 2001-02	2002-03	2003-04	2004-05
31-38211-0000-000-000	32776				32776	32776						
34-31113-0000-000-000	52969				52969	52969						
31-39990-0000-000-000	26000				26000	26000						
31-32361-0000-000-100												
51-34111-0000-000-000	88255				88255	88255						
	200000				200000	200000						

****
OVER/UNDER

PARK CITY
1884

DATE:	August 28, 2000
DEPARTMENT:	Capital Management and Budget
AUTHOR:	Linda Cook/Pace Erickson, Office of Capital Management and Budget
TITLE:	Award of Demolition Contract - 1260 Park Avenue (Offret residence)
TYPE OF ITEM:	Legislative

SUMMARY RECOMMENDATIONS:

Award the bid for demolition of the residence at 1260 Park Ave. to Mackay Kim Inc. in the amount of $10,750 (including fill and regrading of excavated areas and removal of asphalt from the adjacent parking lot preparatory to landscaping).

A. Background:

On July 9, 1999, Council awarded a contract to complete demolition of the two structures/parcels located at 1220 (a.k.a Mike Hale Dealership), and 1240 (a.k.a. Snug or "commercial bldg") Park Avenue. Council also decided at that time to postpone action on the adjacent Offret residence (1260 Park Avenue). Council has since requested that staff proceed with the demolition of this structure.

Staff has also been instructed to create a landscaping berm along Park Avenue and Sullivan Road (the Hale/Mawhinney and Snug properties) in conjunction with the construction of the Permanent Skate Park. The following analysis reflects staff's efforts to carry out these requests.

B. Analysis:

On August 31, 2000, staff received sealed bids, with various alternatives, to demolish the 1260 Park Avenue residence (attached). The request for bids was structured so as to show: 1) The base cost of razing and filling the 1260 site (bids ranged from $8,8041.25 to $ 24,446.00); 2) Bid Alternate A - the cost of removing a portion of asphalt from the adjacent temporary skate park lot only (bids ranged from $1,500 to $5,000); and 3) Bid Alternate B - cost of both demolition of 1260 and removal of the asphalt (bids ranged from $10,750 to $29,000). It was never staff's intention to split the demolition and asphalt removal among different vendors. Bidding the project this way was done for informational purposes. Staff recommends Bid Alternate B for ease of administration.

C. Department Review:

Capital Management and Budget

ALTERNATIVES:

A. Approve the Request:
Award the bid to demolish and fill the 1260 Park Ave. parcel and remove sections of asphalt from the adjacent temporary skate park lot for future landscaping. This is staff's recommendation with the low bid of $10,750.00 from Mackay Kim Inc.

B. Modify the Request:
Council may decide to award the Base Bid but choose to delay or discontinue the removal of the asphalt in the adjacent lot. Staff does not recommend either delaying or postponing the asphalt removal as it is a necessary condition of approval for the Skate Park and would likely be more expensive if done alone at a later date. The bids to remove the asphalt ranged from $1,500.00 to $5,000.00. Council could also choose to award the demolition to one contractor and the asphalt removal to another.

C. Deny the Request:
Staff does not recommend either canceling the demolition project or rebidding the project as the bids appear to match staff's estimates. In addition, the approved City Park Master Plan supports this project.

D. Continue the Item:
Council may decide to continue the issue for further discussion, but that could result in additional expense and possible conflicts with other project timetables. Mackay Kim Inc. has estimated 5 days to complete the project upon notice to proceed.

SIGNIFICANT IMPACTS:
Sufficient funds are budgeted in the Park Ave. Property Improvements CIP account for the demolition of the structure and for preparation of the lot (to be landscaped later this fall). The bid alternate which includes the removal of the asphalt in conjunction with the demolition, and the decision to have the Parks Department landscape the area are calculated to further reduce the financial impact of this project.

RECOMMENDATION:
Staff recommends that Council award Bid Alternate B, for demolition of the residence at 1260 Park Ave. and removal of approximately 4400 sq. ft. of asphalt from the west and south sides of the perimeter of the temporary skate park lot, to Mackay Kim Inc. in the amount of $10,750.00.

1260 Park Avenue Demolition (Offret Property)

Bid Tracking

Name	Base Bid	Alternative A	Alternative B	Bid Bond
Bruce Construction	$16,800.00	$1,500.00	$18,300.00	Yes
Grant Mackay Co.	$9,712.00	$2,138.00	$11,850.00	Yes
Byer Excavating	$8,800.00	$5,000.00	$13,800.00	Yes
Kent Bethers Construction	$8,041.25	$3,132.50	$11.173.75	Yes
Icelander Construction	$24,446.00	$5,000.00	$29,000.00	Yes
Park City Engineering and Excavating	$12,100.00	$3,190.00	$15,290.00	Yes
Makay Kim Inc.	$8,400.00	$2,350.00	$10,750.00	Yes

DATE:	August 31, 2000
DEPARTMENT:	Building Maintenance Department
AUTHOR:	Lane Jensen/Pace Erickson
TITLE:	Approve Miners Hospital Re-roof Contract
TYPE OF ITEM:	Contract Approval

<u>SUMMARY RECOMMENDATIONS:</u> Approve entering into a contract with Smith Roofing Company to re-roof entire Miners Hospital Community Center at a cost of fifty eight thousand, two hundred and eighty six dollars ($58,286.00)

<u>DESCRIPTION:</u>

A. <u>Topic:</u> To approve the contract to re-roof the entire Miners Hospital Community Center.

B. <u>Background</u>: The Miners Hospital was re-located to City Park in 1982 when the building was completely renovated and the last time the roof was replaced. During the past five years work has been done to the roof in an effort to maintain it through patching and re-staining shingles costing about $3,000 per year. The front porch roof was re-roofed in 1996 due to ice damage and had to be redone to save the porch floor.

At the present time maintenance staff has noted that the roof is in dire repair need due to problems that have developed with the buildings eve's, water leaking and building up behind the soffits, shingles falling off, and deteriorating wood.

It was staffs plan to re-roof with the same system, that is presently on the building. The replacement shingles were denied by the Building Department due to the fire rating of the new cedar shake shingles. The shingles did not comply to a (B) fire code rating after the black stain was applied, to achieve the same look.

We then met with Derek Satchell, Ron Ivie, Meg Ryan and Melissa Caffey, it was decided to chose a black asphalt shingle that would look like cedar shingles. The asphalt shingles have a fifty(50) year warranty and a class (A) fire rating, although a class (B) fire rating is all that was required. This type of shingle will have the same look and has been approved by the Building Department and would maintain the historical character of the building.

C. <u>Analysis</u>:
Staff posted a request for proposals in the Park Record April 5th 12th 19th and the 21st. A notice was posted in the Wave Publishing Co. April 5th and the 12th, and notice was posted in the Salt Lake City Tribune, April 5th to the 16th ,2000. The request for proposal dead line was May 15, 2000, Seven requests were made for proposals packets but only one contractor submitted a

proposal by the deadline, which was:

Smith Roofing Company $58,286.00
1910 Prospector Ave. B-2
Park City, UT 84060

The bid amount includes all labor, taxes, permits, inspections & materials for a complete roof system guaranteed as specified and the work completed in a workmanlike manner. The bid amount came in under our $80,000 estimate.

The criteria used in this recommendation are:

1. The variety, creativity and scope of the services to be offered to the City.
2. The proposed charges/fees to be paid to the contractor.
3. The demonstrated professional experience of the contractor.
4. The demonstrated financial responsibility and business viability of the contractor, including the ability to commit to contract.
5. The general attitude, ability and apparent willingness of the contractor to tenant, to cooperate and fulfill the City's requirements.

D. **Department Review:**. Staff has reviewed the proposal and has interviewed the only bidder, Smith Roofing Company. As a result, staff has determine that, Smith Roofing's bid came in under the engineer's estimate of $80,000, and would be a dependable and competent contractor to carry out the intent and scope of work.

ALTERNATIVES:

A. Approve the Request: Approve staff's recommendation to enter into a contract with Smith Roofing Company to re-roof the Miners Hospital.

B. Deny the Request: Continue to patch the roof each year.

SIGNIFICANT IMPACTS: The North eve and soffit structure is sagging and needs attention. The shingles are falling off. Leaks could occur any time and cause more damage to the building.

Smith Roofing is a local company and was the company that re-roofed the Marsac building in 1982.

RECOMMENDATION: To enter into a contract with Smith Roofing, to re-roof the Miners Hospital at a cost of $58,286.00.

Council Agenda Report

Date: August 31, 2000
Department: Leisure Services
Author: Bob Johnston

Title: **Recreation Facilities Master Plan**

Summary Recommendation: Review the proposed Recreation Facilities Master Plan and take public comment. Provide feedback to staff and the Parks, Recreation and Beautification Board.

Description:

A. Topic - The Recreation Facilities Master Plan will be used as a policy tool in concert with *The Trails Master Plan* and *The Entry Corridor Master Plan* to guide the development of recreation facilities within and around Park City. It is also intended to become a component of the *Parks and Recreation Element* of the General Plan.

B. Background - The master planning process began in April of 1997, after Council directed staff to work with the Parks, Recreation and Beautification Board (PR&BB) on a comprehensive look at recreation facility needs. One important aspect was to prepare a detailed feasibility study for an ice skating facility within Park City. Council at the time appropriated $50,000 to complete the study. After a lengthy process, the firm of Barker, Rinker, Seacat and Associates was commissioned to assist in the development of the study.

A short while into the process the consultants suggested that the study should include a resident survey. A survey prepared and administered by the consultants would have required an additional $10,000. The Council denied a request for additional funding supporting instead an option that used staff and members of the PR&BB to complete much of the work of preparing the survey. This option required no additional funding. Three-quarters of the way into our process with the survey completed and much of the raw data collected it became evident that the budget was inadequate to complete the study. Staff decided to work with a small group of PR&BB members to complete and package the study. The product before you is the result of that effort.

C. Analysis - The *Recreation Facilities Master Plan* is a broad based yet comprehensive look at current and future recreational needs. A large portion of the study focuses on the potential for an

Ice Skating Facility in the Park City area. During the early stages of the study process we focused on what the components of the study should be. We determined the study should include the following:

- **An identification of current trends and conditions** to help in setting the stage or context for the current state of recreation facilities in the Park City area.
- **An assessment our existing recreational facilities**: strengths and weaknesses.
- **An assessment of potential recreational facility sites**. If expansion became necessary, where would we go?
- **What facilities are needed** and how is that determined. While we utilized a number of technics to determine our needs, we relied most heavily on our resident survey.

The study concludes with recommendations on policy direction or **Guiding principles** and an **Action plan**. The Action plan identifies six items that warrant further time, attention and resources. Should Council determine that the study to this point is valid and you agree with the direction, the PR&BB will prioritize the six action items.

Review:

The *Recreation Facilities Master Plan* has been reviewed by the City Manager, the Leisure Services staff, The Snyderville Basin Recreation District Board and has been endorsed by the Park City Parks, Recreation and Beautification Board.

Alternatives:

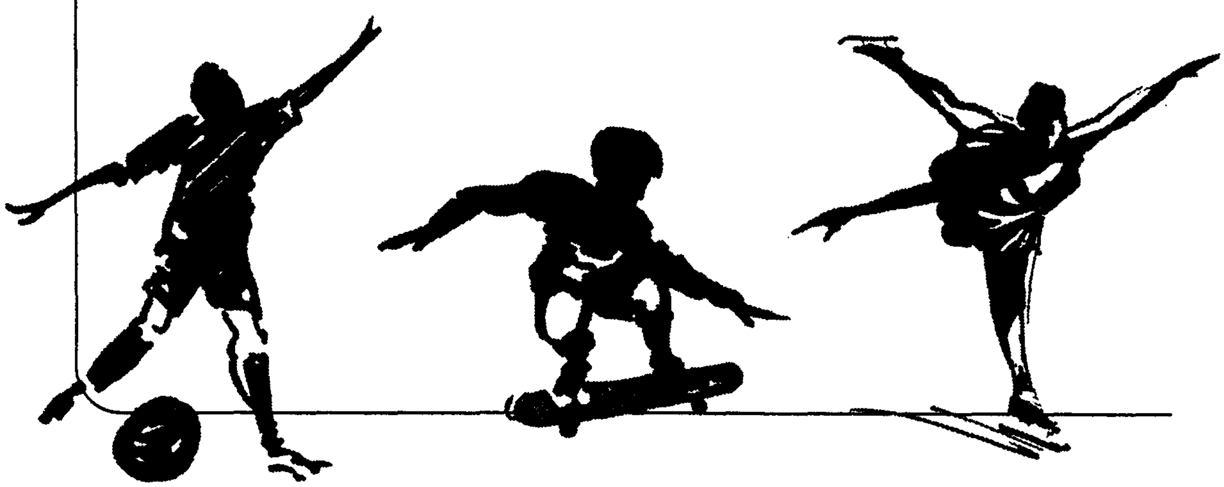
Staff is looking for Feed back at this time on the *Recreation Facilities Master Plan.*

Recommendation:

Review the Recreation Facilities Plan as presented and provide staff with direction and or feedback. Staff anticipates requesting adoption by Council in September.

Park City Recreation Facilities Master Plan

A Recreational Vision For Current And Future Needs



PARK CITY
1884

History

- Park City Master Plan adopted in 1981

- Park City Trails Mater Plan adopted in 1992

- Entry Corridor Master Plan (farm property) adopted in 1996

- 1997 - Parks Recreation Beautification Board recognizes need for recreation facilities plan

- Park City Council directs PRBB to include feasibility of ice rink in study

- Request for Proposals out for consultants

- Leisure Services Staff and PRBB commission Barker, Rinker, Seacat and Associates to assist with Study

Study Process

Identify current trends and conditions

- Growing Population
- Changing Demographics
- Increased role of Basin Recreation in delivery of recreational services
- 2002 Winter Olympics

Assess current recreational facilities

- Park City Golf Course
- Racquet Club
- City Park
- School Fields
- Neighborhood Parks
- Basin Facilities

Assess potential recreational facility sites

- Sewer Treatment Plant
- Gilmore Property
- Richardson Flats
- Other

Facility Needs Assessment

Resident Survey

- High level of satisfaction with current programs and facilities
- Public spending favored for Open Space, Trails, Ice Skating and Golf

Focus Groups

• Ice Skating / Hockey Facility • Teen Activities • Skateboard Park

Level of Service Analysis

• Additional Golf • Ice Skating / Hockey • Outdoor Basketball • Volleyball • Playgrounds

Staff Input

• Maintain and upgrade existing facilities • Leisure Pool

Ice Rink Feasibility Study

Park City could support a single standard sized indoor Ice Sheet, provided the financial objective was to only recover operating costs

An outdoor rink should only be considered if the goal is to provide a recreational skating atmosphere and a focus on the visitor market

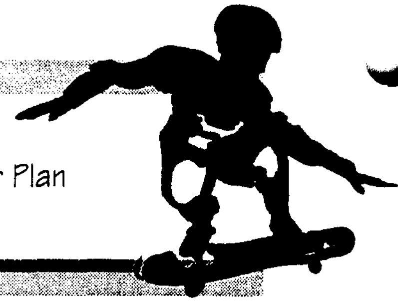
Continue with additional public process to better define the goals and objectives of the community

Recommendations

In consideration of the input received, the Facilities Master Plan Committee developed the following Guiding Principles:

- Focus our recreational planning efforts on supporting and enhancing our resort lifestyle.
- Maintain strong, positive relationships with the Snyderville Basin Recreation District and the Park City School District.
- Take a regional approach to the development of large scale recreational amenities such as Ice Skating facilities or Golf Courses and share costs with other agencies.
- Look for "Olympic Opportunities" during the planning and development of recreation facilities.
- Look to "Redevelop" existing recreational facilities to meet current needs rather than build new facilities.
- Carefully prioritize projects. However, should an opportunity present itself, priorities may be adjusted accordingly.
- Be fiscally conservative in our approach to developing recreational amenities.

Action Plan



Incorporating the preceding Guiding Principles, the Facilities Master Plan Committee suggests the following;

Encourage and support the City's efforts in the acquisition of Open Space.

Continue to implement the existing Trails Master Plan and complete the currently approved trail projects in Park City. Continue to coordinate with the Basin's trail development efforts.

Create a multi-jurisdictional task force to explore the feasibility of Ice Skating in the greater Park City area.

Empower the Golf Advisory Committee to explore the possibilities of future public golf opportunities in the area. Encourage them to work with the Basin Recreation District.

Commission a City Park Master Plan re-evaluation. With community input, develop a clear "Vision" and "Mission" for the park (This action item is currently underway)

Commission a feasibility study for the redevelopment of the Racquet Club. Include an assessment of both indoor and outdoor components. Compare costs to the development of a new recreation facility.