PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
AUGUST 26, 2010

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 26, 2010.

Closed Session
12:00 p.m. Property, personnel, and litigation - lunch will be served

Work Session

2:30 p.m.	Council questions/comments	
2:40 p.m.	IPTT Project and Energy Dynamics Lab Partnership	P. 5 - 15
3:15 p.m.	Historic Park City Association (formerly HMBA) position papers	P. 16 - 31
3:45 p.m.	Norfolk Avenue Reconstruction Project	P. 32 - 60
	(a) Staff presentation	
	(b) Public input	
4:30 p.m.	Break	

Regular Meeting
6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETING OF AUGUST 12, 2010
P. 61 - 65

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

1. Consideration of an amendment to Carollo Engineering's contract for the Quinns Junction WTP design and construction engineering services in the amount of $402,284, in a form approved by the City Attorney P. 66 - 77

2. Consideration of award of contract to Commercial Restoration Services for repairs to the Chinga Bridge Parking Structure in an amount not to exceed $265,489, in a form approved by the City Attorney P. 78 - 89

3. Consideration of an easement agreement with Iron Horse LLC for the Bonanza Drive Reconstruction Project, in a form approved by the City Attorney P. 90 - 108

4. Consideration of an easement agreement with Mary and Charlie Wintzer for the Bonanza Drive Reconstruction Project, in a form approved by the City Attorney P. 109 - 126

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

1 Consideration of an amendment to the Record of Survey for 29 & 39 Silver Strike Trail, Park City, Utah
- (a) Public hearing
- (b) **Motion to continue to September 16, 2010**

2. Consideration of an Ordinance approving a zone change for 310-350 McHenry, Park City, Utah - KW
- (a) Public hearing
- (b) **Motion to continue to September 16, 2010**

3. Consideration of an Ordinance approving a plat amendment for 320-350 McHenry, Park City, Utah – KW
- (a) Public hearing
- (b) **Motion to continue to September 16, 2010**

4. Consideration of an Ordinance approving an amended record of survey for 50 Shadow Ridge, Park City, Utah – JM
- (a) Public hearing
- (b) **Motion to continue to September 16, 2010**

5. Consideration of a Master Festival License for an Evening of Croquet & Badminton to be held on August 28 at City Park P. 127 - 133
- (a) Public hearing
- (b) Action

6. Consideration of a Master Festival License fir the PC Team Night to be held at City Park on August 27, 2010 P. 134 - 140
- (a) Public hearing
- (b) Action

7. Consideration of an Ordinance approving a plat amendment for Risner Ridge Subdivision, Park City, Utah P. 141 - 151
- (a) Public hearing
- (b) Action

8. Consideration of an Ordinance approving a plat amendment for Risner Ridge No. 2 Subdivision, Park City, Utah
- (a) Public hearing
- (b) Action

VII ADDITIONAL DISCUSSION – AGENDA ITEMS

VIII ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted.

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

Wireless internet service available in Marsac Building on Wednesdays and Thursdays – 4 p.m. to 9 p.m.

Posted: 08/23/10
See www.parkcity.org

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

September 2010

2 Creekside Park ribbon-cutting
Park Silly Sunday Market update (work) - JW
Budget (work)
Special service contracts
Census Bureau Award
Design and Engineering Contract for Richardson Flat and SR-248 Intersection – KC
Award of contract for historic preservation consulting services

9 **No meeting – Summer Tour**

16 **Liza gone**
Sundance update (work) - JW
Ice Arena update
Award of contract for solar array on Marsac Municipal Building – TP
50 Shadow Ridge – JM
320-350 McHenry – KW
310-350 McHenry – KW
29 & 39 Silver Strike Trail - KW

23 Library Facility Needs (work – 20 min)

30 **Tom gone**

October 2010

7 **No meeting**
Liza gone

14

21

28

November 2010

4

11

18 **Liza gone**

25 Thanksgiving

December 2010

2

9

16

23 **Christmas Holiday**

30

Pending Items:

Desk Tool
Review of two year special event policy
Open space maintenance
U S Postal Service gang boxes in Old Town - MC
Wild land interface issues

City Council Staff Report

Subject: IPTT Project and Energy Dynamics Lab Partnership
Author: Kent Cashel, Diane Foster & Tyler Poulson
Department: Transit & Sustainability
Date: August 26, 2010
Type of Item: Informational / Administrative

Summary Recommendations:
Staff recommends that City Council review details of a potential partnership with Energy Dynamics Lab (EDL), and related policy questions, and provide direction on whether to pursue the described demonstration project with EDL. This project is not closely aligned with existing Council objectives and previous direction and allocating funding at this time would be inconsistent with the City's standard budget policy. As such, staff is not recommending that City Council pursue this project unless accompanying policy direction is provided to encourage this project. Council direction on this IPTT project will help define a policy framework for assessing similar partnerships and demonstration projects going forward.

Topic/Description:
The Energy Dynamics Lab, a nonprofit research corporation owned by Utah State University (USU), is pursuing deployment of a new electric vehicle technology. The Wireless Advanced Vehicle Electrification (WAVE) project will feature Inductive Power Transfer Technology (IPTT) to wirelessly transmit electricity from sub-surface charging stations directly to a vehicle. Stationary and in-motion IPTT charging of electric vehicles is already occurring for demonstration projects in Italy, South Korea, and New Zealand. EDL is seeking partnerships with a few entities, including Park City Municipal Corporation, for the first U.S. demonstrations of IPTT.

The EDL proposed project would involve equipping a Park City trolley with electric vehicle components and enabling wireless charging via IPTT. The project would also entail construction required to install sub-surface charging stations along the trolley route in addition to the infrastructure required to transmit electricity from the grid. The project scope could be broadened to include other demonstration vehicles to run via IPTT, including electric fleet vehicles for City staff. However, should Council want to pursue this demonstration project, staff does not recommend expanding the initial scope to other bus routes.

This Staff Report will provide an overview of the technology and partnership opportunity and present anticipated staff time and financial resource commitments required from the City in order to partner with EDL on this project. Additionally, policy-related questions will be introduced for Council consideration.

Background:
EDL recently partnered with the USU Business School to publish a renewable energy feasibility study for the City ("Renewable Energy: A Path Forward for Park City"). Building off this relationship, EDL staff approached the Mayor and staff from Transit and Environmental Sustainability in July with the opportunity to be a demonstration site for wirelessly charged electric vehicles as part of their WAVE project. Park City was selected by EDL for a variety of reasons including our City's broad commitment to pursuing environmental sustainability and the

potential significant exposure for the project due to Park City's status as a global tourism and events destination.

Since initially being approached by EDL, staff has been providing information and technical support to help assess Park City and its trolley line for an IPTT demonstration project. An attempt has been made to acquire the best information available in a short time span to help inform City Council for its decisions related to this project. Despite best efforts from staff, some specifics will remain undefined in the near term and a certain level of ambiguity will still be present when Council provides direction. The Analysis section aims to disclose these areas of uncertainty, along with the known project variables, so risks and benefits can be assessed while making informed decisions.

Analysis:
The Analysis section is broken into five primary components:

1. Policy Questions Related to the Partnership

2. Staff Time and Financial Resources for the IPTT Project

3. Council Priorities for Transit and Environmental Sustainability

4. Technical Details of the WAVE Project and IPTT Demonstration

5. Overview of the Risks and Potential Benefits with an IPTT Project in Park City

Policy Questions Related to the Partnership
On a policy level, there are a variety of key questions related to the IPTT project and partnership with EDL. In general, one primary question is: **How does Council want to assess opportunities to participate in demonstration projects?** Historically, Council has expressed an interest in demonstration projects as long as there are clearly defined direct net benefits to the City. The topic of evaluating and integrating new fuel technologies into the City's fleet was an agenda item at Council's 2009 Visioning Session. At that time, Council provided direction to delay the pursuit of any given technology until the City had developed and adopted a comprehensive fuel strategy. This fuel strategy is scheduled for development and adoption as part of the next update of the City's Short Range Transit Development Plan (scheduled to occur from January 2011 through June 2011).

Staff is requesting that Council clarify its policy direction regarding new fuel technologies. This direction will be used as general guidance for staff to consider when analyzing any future demonstration projects that may be proposed.

In addition to the above, there are four policy questions related more specifically to a partnership with EDL on the IPTT demonstration project:

1. **Does Council want to partner with a University and, more specifically, an Energy Laboratory?**

2. **Does Council want to dedicate staff time to this type of partnership?**

3. **Does Council want to dedicate $100,000 upfront ($140,000 w/Project Manager costs), with potential for future contributions, to this type of partnership?**

4. **Does Council want to enter into a partnership where corporate sponsors may have a prominent role?**

This Staff Report will provide background on the financial and staff time considerations (questions #2 & #3) by using the best information available at this time. The primary policy question relating more broadly to demonstration projects, along with questions #1 & #4 above, aren't necessarily project-specific and require a more general assessment by Council.

Council should also note that allocating funding at this time would be inconsistent with City's standard budgeting policies. Chapter 1, Part B of the current Budget Policy reads:

> All requests for increased funding or enhanced levels of service should be considered together during the budget process, rather than in isolation. A request relating to programs or practices which are considered every other year (i.e., the City Pay Plan) should be considered in its appropriate year as well. According to state statute, the budget officer (City Manager) shall prepare and file a proposed budget with the City Council by the first scheduled council meeting in May.

A draft Letter of Intent (LOI) related to the IPTT demonstration project has been included as Exhibit A in this Staff Report. This non-binding LOI contains background on the proposed project and general guidelines for how a partnership between PCMC and EDL would be structured. If Council is interested in pursuing this project, staff recommends Council authorize the City Manager to sign the LOI, in its current or similar form, to confirm a formal indication of interest.

<u>Staff Time and Financial Resources for the IPTT Project</u>
EDL has mobilized a team of scientists, engineers, business development specialists, and administrative personnel to design and execute IPTT demonstrations to quickly advance the WAVE project. Additionally, partnerships have been forged with various other academic and research institutions to share resources and advance deployment of an IPTT demonstration project. EDL intends to take the lead as project manager on any major tasks associated with rolling out an IPTT project in Park City. Despite a robust commitment of time and resources from EDL, City staff will still be needed to provide information and partner with EDL on various tasks. It's difficult to assess the exact time commitments required from the City, but EDL has confirmed their willingness to take a leading role on these tasks and tailor City involvement, where possible, to conform to staff availability. The below major task areas have been identified for an IPTT demonstration project in Park City:

- ✓ **Financial Support & Partnership Acquisition**
    - o Direct Contributions from PCMC & EDL
    - o Grant Applications and Other Modes of Partnership Acquisition
        - ▪ Resources Committed by Public Entities
        - ▪ Resources Committed by Private Entities

- ✓ **Project Design & Engineering**
    - o Trolley Retrofit
    - o Road Construction
    - o Electric Grid Interface

- ✓ **Operations & Maintenance (O&M)**
    - o O&M for the Electric Trolley
    - o O&M for the Charging Stations and Other Related Infrastructure

- ✓ **Regulatory Applications and Approvals**

- ✓ **Marketing & Public Relations**

Time is of the essence for EDL on this project since the laboratory has a goal of making this the first in-motion IPTT demonstration project for public transit in the U.S. This urgency means that most demands on staff time to launch the project will likely last 12-18 months. However, these demands will be accompanied with a heightened level of criticality to ensure the project moves forward at an acceptable pace. In order to provide adequate support on the project, and maintain an internal liaison for critical touch points, staff is recommending that an FTE be hired as project manager if Council wishes to proceed with this IPTT demonstration. The project manager would be hired as an EDL employee, but their primary role would be as a two-way liaison that reports to the City and mitigates impacts on internal staff time. The estimated $80,000 cost for a project manager would be split evenly between EDL and Park City. This $40,000 expense is anticipated to be a one-time cost and would be a financial commitment above and beyond the $100,000 direct project investment and raise the initial financial investment to $140,000 for the City. Staff has confirmed that there is currently room in the Transit fund for this upfront expense. However, unforeseen, additional expenditures for Transit could be considered as part of the City's future budgeting processes. In addition to matching the $40,000 expense for a project manager, EDL will contribute an additional $100,000 directly to an IPTT demonstration in Park City if City Council chooses to pursue this project.

Even with the potential addition of a project manager, staff anticipates that time will be required of both Transit and Fleet Maintenance staff. This time will be needed to ensure that:

1. The demonstration trolley meets operational requirements;
2. Operators are trained in the use of the new equipment;
3. Fleet maintenance procedures and schedules are developed; and
4. Staff are trained in maintenance procedures.

Based upon experience in procuring and implementing new equipment into the City's fleet, staff estimates this time requirement as follows:

Transit \ Transportation Manager	208 Hours
Transit Admin Team Leader	520 Hours
Fleet Admin Team Leader	260 Hours
Fleet Operations Team Leader	260 Hours
	1248 Hours (0.6 FTE)

Time and input will also be required from various other City departments including Sustainability and Engineering. It is difficult to forecast an estimate of hours for these teams due to the nature of this opportunity as a demonstration project and the value a project manager may provide, however, we would anticipate this project would require 8-12% of the Environmental Sustainability Coordinator's time. EDL has committed to limiting impacts on departments outside of Transit by heavily leveraging their internal project staff for research and project initiatives.

Regarding financial support, it is the intention of EDL to raise funds for the full project cost beyond the $100,000 initial direct investment from the City, PCMC staff time contributions, and the split $80,000 cost for a project manager. From this perspective, the ideal situation is that the project is successfully launched without any future, unforeseen financial contributions from the City. PCMC can choose not to accept any liability beyond the initial $100,000 ($140,000 with a project manager). Furthermore, any future funding needs can be assessed on a case-by-case basis if they do happen arise. The worst case scenario for the initial investment is that the project isn't successfully launched (see technical details for a partial assessment of this risk) and the $140,000 PCMC commits is expended during the pre-development phase. Additionally, there are risks related to staff time utilized and material risks of the project such as road construction and retrofit of a trolley.

To put a $140,000 commitment in perspective versus fleet fuel operational costs, the City expended an average of $962,380 annually from 2007 – 2009 on fleet fuel costs ($10,534 was spent in 2009 on fuel for the trolley). Price volatility for gasoline and biodiesel blends contributed annual fluctuations of up to $357,000 for a fixed quantity of fuel during this same time period. The electricity sector experienced significantly less price volatility during this time window and the trend of smaller price fluctuations, relative to fleet fuel expenses, spans over at least the last decade according to the Energy Information Administration.

In conclusion, despite best efforts some ambiguity remains regarding the exact staff time and financial commitments required from the City. It is staff's opinion that this lack of clarity is an inherent risk component of pursuing certain demonstration projects. Certainty on many aspects of this project will likely only arise after a LOI is agreed to and both parties embark upon partnership acquisition, grants and financing activities, and additional next steps.

Council Priorities for Transit and Environmental Sustainability

Partnering with EDL on an IPTT demonstration project is expected to have an impact on staff resources. EDL has committed to taking a leadership role on each of the major task areas in an attempt to mitigate impacts on staff time while also covering half the $80,000 anticipated cost of a project manager. Despite this, staff time impacts will occur since various tasks will require the experience, skill sets, and managing of pre-existing relationships by City staff.

Hiring a project manager to be the City's liaison for many aspects of project design and launch would reduce staff time needs for the project and mitigate impacts on other Council priorities. If the partnership is pursued and a project manager isn't added to staff, then the some existing objectives will have to be delayed to attend to demands of the project. From an environmental perspective, some small-scale initiatives in addition to pursuing the recently approved Council Objective 1.4 may need to be delayed:

> Objective 1.4: Address City Council's municipal and community carbon emissions objectives, as well as air quality goals, by identifying economically viable methods for lowering the carbon intensity of local electricity sources

Should Council choose to pursue the IPTT demonstration project some Transit initiatives would need to be delayed to offset time demands (estimated at 1,248 hours for the Transit Dept.) related to the demonstration project. Staff believes the Park City to Salt Lake City service study, the Short Range Transit Development Plan, Transit Real Time Information project GPS\AVL, and Fleet procurement would all need to be significantly delayed to accommodate timely completion of an IPTT demonstration.

If we move forward with an IPTT demo for the trolley, Staff would like direction from Council on whether a project manager can be hired and if certain Council objectives should be de-prioritized to complete this demonstration project. The costs of a project manager ($80,000) would be split evenly between PCMC and EDL. This individual would be a committed liaison for the City, reporting to both Transit and Sustainability, but they would be formally integrated into the staff and payroll of EDL.

<u>Technical Details of the WAVE Project and IPTT Demonstration</u>
The EDL WAVE project is comprised of two parts: 1) research and development of wireless energy transfer technologies (a.k.a. IPTT) for vehicles; and 2) deployment of those technologies through a commercial entity titled WAVE Technologies. A Park City IPTT demonstration project would be the first for EDL and also the first of its kind in the U.S. IPTT demonstration projects currently exist in Italy, South Korea, and New Zealand. The two major technology leaders for IPTT are The Korea Advanced Institute of Science and Technology (KAIST) and Halo IPT. EDL is partnering with both of these entities to develop demonstration projects in the U.S. In total, EDL is committing $2 million to advance the WAVE project in conjunction with their partners.

Electric vehicles (EVs) have the capability to outperform internal combustion engines in numerous categories such as efficiency, torque, power, and emissions. However, the battery components of EVs are often an Achilles' heel due to the associated financial expense, weight, slow charging times, limits in travel range, and manual intervention required for plugging the batteries into a power source. IPTT solves these issues by wirelessly distributing energy into the battery pack of an EV that is stationary or in-motion along a designated route. As such, battery size and associated weights are reduced by up to 85% and the range is extended while tremendously lowering the per-unit cost of an EV. In short, IPTT is a potentially transformative technology on numerous fronts for the transportation sector.

The specific IPTT project proposed for Park City would entail procuring an all-electric trolley, or retrofitting an existing City trolley to be all-electric, and having this vehicle powered by electricity which is wirelessly transmitted along its route. A preliminary estimate is that less than 20% of the trolley route would need to be electrified through the installation of sub-surface charging infrastructure. Construction would need to occur at the Transit Center along with various points of the trolley's route on Main Street and possibly to/from its overnight storage location at Public Works. As the project matures, there may be an opportunity to acquire additional EVs for the City (e.g., fleet vehicles for City Hall and/or Public Works) which would be compatible with IPTT and the installed charging infrastructure. It would be the intention of EDL to get these EVs donated to the City from entities interested in the development and demonstration of their technologies.

From an environmental perspective, an IPTT demonstration project in Park City would deliver mixed results from the outset, but possess the potential for significant long-term benefits. Due to an abnormally high carbon intensity of electricity generated in Utah (58% more CO_2-per-kWh generated than the national average) it is expected that a trolley powered solely by our local electricity grid would result in a net increase in greenhouse gas emissions. An initial estimate for this GHG increase is 35% relative to the existing biodiesel-powered trolley. This rise in GHG emissions would be accompanied by an energy cost reduction of about 35% based on comparisons of electricity costs to the expense of biodiesel blends currently powering our trolley and buses.

Despite an increase in GHG emissions when powered by the current electric grid, an electric trolley would offer distinct environmental advantages such as zero emissions at the tailpipe and the ability to choose an energy source rather than being locked into petroleum. Some options for mitigating the environmental impacts, and perhaps improving the status quo of Transit GHG emissions, include onsite solar PV or another form of renewable energy to help power the trolley. Additionally, Blue Sky renewable energy credits could be purchased to cover 100% of the trolley's annual electricity usage while still keeping operational energy costs below what the City typically pays for a biodiesel blend.

In conclusion, the City has limited expertise on staff to independently assess granular technical details or the general viability of this new technology. If PCMC moves forward with the project, EDL will be heavily relied upon to design and execute plans related to IPTT for the Park City trolley. Additional technical details on the project are available to the extent that the information doesn't violate any proprietary or non-disclosure agreements with EDL.

Overview of the Risks and Potential Benefits with an IPTT Project in Park City

RISKS OVERVIEW

The currently identified primary risks are related to staff time requirements, financial resources, Transit capital, road infrastructure, and the general uncertainty which naturally accompanies participation in a "first of its kind" technical demonstration project. While estimates of staff time requirements were presented, some uncertainty remains regarding how demanding this project will be. There is potential for existing initiatives to be delayed if an IPTT demonstration is given priority over other City objectives. Similarly, there is uncertainty regarding the total financial investment required from the City to successfully launch this project. An upfront investment of $100,000 ($140,00 with a project manager) is required with the hope that any additional funding will be raised through partnership and outreach efforts by EDL and PCMC.

There is a unique technical risk for this project since it employs groundbreaking technology with a limited track record. PCMC lacks expertise on staff to assess the overall viability of IPTT or the inputs required for construction, operation, and maintenance of an all-electric trolley. The City will need to rely heavily on the staff and expertise of EDL and their partners during project design and launch. Integration of an all-electric trolley into the City's fleet and the construction projects related to charging infrastructure both carry financial and non-pecuniary risks.

BENEFITS OVERVIEW

Similar to the risks of this project, many of the precise benefits for Park City are unknown at this point. However, it's clear that an IPTT demonstration project offers a unique opportunity for the City to utilize a truly transformative transportation technology and garner a national, and likely global, audience if the project is successfully launched. This heightened interest in Park City should deliver significant direct capital investments to our transportation infrastructure for IPTT along with visits from energy, technology, and media entities (energy laboratories, private corporations, etc.) with the potential for ongoing partnership and leveraging of resources. Even prior to project launch, EDL anticipates resources will flow into the City from various sources to assist with project development and consulting on potential next steps. The project also carries an opportunity for contribution to the "greater good" through its demonstration of a technology that may uniquely impact numerous economic and environmental aspects of transportation.

While the initial demonstration project would focus on an all-electric trolley, this IPTT project may open the door to additional integration of electric vehicles and charging infrastructure within the City. While risks are certainly higher with being the first such demonstration project in the country, there are also certain benefits and investments that will accrue which would likely only be available for this "first of its kind" scenario.

Department Review:
The City Manager and staff from Transit, Environmental Sustainability, and Legal have reviewed this document and their comments have been incorporated into the Staff Report.

Alternatives:

A. Pursue EDL Partnership and IPTT Project and Hire an Internal Project Manager
The City will enter into a LOI with EDL (Exhibit A) and commit $100,000 to an IPTT demonstration project for a wirelessly charged all-electric trolley. EDL and PCMC will hire a project manager, at an additional cost of $40,000 to each entity, to act as the internal liaison to EDL and manager of key tasks related to City involvement. In total, PCMC will invest staff time and $140,000 upfront, with any additional funding requests to be assessed later on in the context of the overall project. Staff has confirmed that the financial expenses for this Alternative could be paid out of the Transit fund.

B. Pursue EDL Partnership and IPTT Project w/o Hiring an Internal Project Manager
The City will enter into a LOI with EDL (Exhibit A) and commit $100,000 to an IPTT demonstration project for a wirelessly charged all-electric trolley. PCMC will not hire a project manager for this initiative. Staff time requirements will be filled within existing schedules and with the significant risk that Council priorities in numerous departments are not addressed in a timely manner. In total, PCMC will invest staff time and $100,000 upfront, with any additional funding requests to be assessed later on in the context of the overall project. Staff has confirmed that the financial expense for this Alternative could be paid out of the Transit fund.

C. Do Not Pursue a Partnership with EDL or an IPTT Demonstration Project
The City will not pursue a partnership with EDL or an IPTT project for powering an all-electric trolley at this time.

C. Request Staff to Return with More Information Prior to Making a Decision
Council will direct staff to return with more information prior to making a decision. Staff does not recommend this Alternative for two primary reasons: 1) There is a strong desire from EDL to make the Park City project the first U.S. demonstration of IPTT for transit and any delays may threaten this goal; and, 2) It is unlikely that more specific details on the financial risks will become available until after a partnership is formed and EDL and PCMC begin formally seeking out investments and partners for this specific project.

Significant Impacts:
The City updates its Short Range Transit Development Plan every 4-5 years. This plan (scheduled for update in early 2011) enables the City to consider all the desired service options it wishes to implement in the coming five year time frame. These options are then prioritized and programmed into a sustainable transit budget. This business plan helps ensure that the City carefully considers its transit options, seeks to fund those with the highest priority, and is capable of sustaining the service and projects it embarks upon.

This plan assumes funding from Transit. Funding a demonstration project outside of the aforementioned planning process may place the highest priority on the demonstration project without considering other desired service elements. This action will likely impact, to some degree, the City's ability to implement other desired service elements in the future (e.g., PC-

SLC service, Heber service, Kamas service, expanded Park and Ride service, etc.). Council should carefully consider this potential impact when determining whether to fund a demonstration project outside the Transit planning and budgeting process.

Recommendation:
Staff recommends that City Council review details of a potential partnership with Energy Dynamics Lab (EDL), and related policy questions, and provide direction on whether to pursue the described demonstration project with EDL. This project is not closely aligned with existing Council objectives and previous direction and allocating funding at this time would be inconsistent with the City's standard budget policy. As such, staff is not recommending that City Council pursue this project unless accompanying policy direction is provided to encourage this project. Council direction on this IPTT project will help define a policy framework for assessing similar partnerships and demonstration projects going forward.

Attachments:
Exhibit A – Draft Letter of Intent Between Energy Dynamics Lab and Park City Municipal Corporation

Energy Dynamics Lab and Park City IPT Demonstration Project

Letter of Intent

This non-binding Letter of Intent ("LOI") outlines the expectations and understandings of Energy Dynamics Laboratory (EDL) and Park City as they begin to form a partnership for the development efforts of a Phase I Demonstration of wireless charging of electric vehicles using Inductive Power Transfer Technology (IPTT).

Summary

1. EDL, a division of Utah State University Research Foundation, has partnered with world class academic, research and technology organizations and is a global leader in developing IPTT;
2. EDL has invested in and assembled a team of scientists, engineers, business development specialists and administrative personnel to design and execute IPT demonstrations.
3. EDL has defined a three Phase Demonstration program to introduce this technology to markets, investors, manufacturers and consumers on a national and global basis;
4. EDL and Park City share a common interest in promoting IPT technology to reduce the use of petroleum, increase energy independence and decrease greenhouse gas emissions and pollution;
5. EDL and Park City wish to partner on the successful deployment of the first public demonstration of this technology in the United States.

Definitions:

"Development Efforts" mean activities that Energy Dynamics Laboratory (EDL), will engage in during the next 6-12 months to promote the public demonstration of IPTT. Such activities shall include: strategic partnership identification, grant proposal writing to state and federal agencies, public relations and marketing, technical development activities, fundraising for demonstration projects, and positioning of the demonstration project.

"IPTT" means Inductive Power Transfer Technology which is a technology that transfers energy wirelessly over an air gap and will be used in this demonstration specifically for electric vehicle charging systems.

"Partnership" means the collaborative efforts between Park City and EDL that include the Phase I Demonstration Project, and the related activities.

"Phase I Demonstration" means the first US demonstration projects of IPTT, one of which will be conducted by Park City and EDL, the specifics of which will be determined and defined through this partnership.

Terms:

1. EDL will commit additional resources (from those identified in Summary #2 above) including in-kind contributions of personnel and work hours, university research and direct financial contributions. These amounts will be determined as the project moves forward.
2. Park City will commit resources which may include in-kind contributions of personnel work hours, media relations and direct financial contributions. These amounts will be determined as the project moves forward.

3. EDL will lead the development effort and take responsibility for overall project design and delivery with the support and direction of Park City and other partners.
4. Park City will commit to leverage their status and brand to achieve maximum global media attention. This includes media exposure and announcements at such events as the Sundance Film Festival, the Park City Arts Festival and other appropriate venues, provided all such public relations are consistent with any applicable contracts including, but not limited to, the Sundance Film Festival Master License Agreement, the U.S.O.C. Olympic Marks License Agreement, and Park City Arts Festival Master Festival Agreement.
5. EDL and Park City will share jointly in the technological assessment of the project and in the determination of the size and scope of the demonstration.
6. EDL and Park City will share jointly in the development of partnerships with local, state, national and/or global entities that will provide public relations, industrial, political and/or financial support.
7. EDL and Park City agree to work together to examine and execute this project in a timely manner with the following timelines serving as guidance.
    a. August-September 2010: Determine feasibility and define scope and scale of project, and make public announcement of the Partnership
    b. September-December 2010: Develop secondary partners, design PR campaign, assess technological requirements and define budget expectations
    c. January 2011: First Public Announcement for launch of the Phase I Demonstration
    d. January-June 2011: Build and Execute Demonstration
    e. Summer 2011: First Public Demonstration
8. For all funds acquired and/or contributed, the Parties will agree in advance for a formula on how such funds will be used and how value will be assigned to each party.
9. EDL and Park City will conduct the project in compliance with all applicable FTA, UDOT, and any other federal or state grant/funding requirements.

IN WITNESS WHEREOF this non-binding Letter of Intent has been executed by the following:

SIGNED BY ________________________________ *[print name]*

For and on behalf of the Utah State Research Foundation

____ *[signature]*

DATE: ____________________

SIGNED BY ________________________________ *[print name]*

For and on behalf of the city of Park City, Utah

____ *[signature]*

DATE: ____________________

City Council
Staff Report

Author: Jonathan Weidenhamer
Subject: Historic Park City Alliance (HPCA) Position Papers
Date: August 26, 2010
Type of Item: Informational – no formal action required

Recommendation:
Council should affirm they are supportive of staff engaging in an ongoing dialogue with the HPCA regarding their recent visioning efforts and goals. Staff will report back to Council on specific issues or as part of the budget process as needed.

Background
The Historic Park City Alliance (HPCA) formerly known as the HMBA or Historic Main Street Business Alliance seeks to update Council on their recently completed visioning session and future goals and strategies that were outcomes of that session. In February the HPCA conducted a visioning process with current and past members of the Board of Trustees. The group began their discussions examining past issues and conflicts. They reviewed past studies of the downtown including OTIS(2002), the 1998 Downtown Action Plan, and the Hyett-Palma Economic Study (available on-line at www.parkcity.org/ doing business/ downloadable documents/ sustainability). The HPCA process then expanded into stakeholder meetings, member surveys and workshops to better focus the direction and future of the organization.

Their purpose was to gather input from as many members of the Alliance as possible and to form solid opinions and direction on topics that have been debated for some time. Their outputs and deliverables included:

- Updating their Code of Conduct
- Refining Political Representation positions/tactics
- Parking Management position
- Infrastructure
- Branding and Marketing
- Events

At the conclusion of the process in April, the Board regrouped and outlined structure to the comments in the form of position papers. The position papers provide a framework/plan for the organization moving forward and will be reviewed and updated annually. The Board approved the Position Papers in their final form at the Board Meeting on May 18th.

The two specific areas where the HPCA seeks specific Council discussion are:

1. Event Policy - Involve the HPCA at the onset of events when applications are first received to receive feedback on the relevance of hosting the event on Main Street, the impact of the event and/or requested changes to the event to ensure its success.

2. Infrastructure Policy: - Once the HPCA has completed its prioritization of future improvements, both organizations will work together to map out the benefits and sequence of improvements that can then be considered during future discussions.

<u>Branding</u>
The HMBA plans to re-define the 'Main Street district' as 'Historic Park City' to capitalize on national brand recognition and to better contrast their destination from regional competition. They plan to utilize PR, their website, limited print advertising, and event partners to further reinforce the Historic Park City message. Historic Park City businesses want to appeal to a broad base of customers seeking distinct products in a unique atmosphere. Although increased traffic is important, merchants prioritize bringing the 'right' customers to the district: the one's seeking to spend money on shopping, food, entertainment or services.

At the request of the HPCA, Park City has allowed use of a portion of the increased parking fees budget dedicated to the HPCA through the Silly Market approval ($10,000 out of $40,000) to assist with a re-defined branding approach for the District. While the Chamber/Bureau does promote and market Historic Main Street as part of its traditional summer and winter campaigns, the Chamber/Bureau's serving directly as the PR or marketing department of the HPCA would create a number of conflicts for the Chamber.

HPCA Board members and staff will be present to answer any questions and would like to give an overview of their visioning process.

Analysis
The Economic Development Strategic Plan recognizes we should "Protect, preserve and promote the historic Main Street downtown area as the heart of the region." Furthermore a series of Main Street programs are listed as specific priority targets of the Economic Development Plan including: the event overhaul, market analysis & carrying capacity study, downtown capital projects, renovation of the mall, and monitoring storefronts for vitality (Exhibit B).

Because of the formal relationship and common goals forged between the HPCA and Park City through the Main Street Business Improvement District and Economic Development Plan, staff is supportive of the organizational methods, approach and framework these position papers provide. We believe the HPCA's visioning process represents a step towards a collaborative effort, where both parties understand broader goals of the other and look for programs and improvements that mutually benefit both.

<u>Events</u>
During the application and approvals process for the 2010 event calendar staff proactively worked with the HPCA. This relationship continues to be a work in progress and can be improved. Namely, we continue to refine our staffing approach and regulation of events. An "event overhaul" is scheduled for a Council update later this fall and will include a recommendation to codify criteria to close Main Street as well as criteria by which we prioritize events city-wide. Staff will recommend the HPCA have representation on the panel which scores and rates events.

Infrastructure
As part of the planning of the Downtown Projects (parking structure, remodeled City Hall, and police station), a "Downtown Task Force" was created in fall of 2003. It included a broad array of stakeholders including Council, Planning Commission and the HMBA. A summary of those conclusions is attached as Exhibit C, as is the following excerpt:

> Drawing upon previous studies & actions (1998 Downtown Action Plan, 2002 Hyatt Palma Study, HMBA plan to create a BID, 2002 OTIS Study, etc), this task force strongly suggests that both capital project and program development initiatives need to be made together in order for an effective implementation strategy to work… An overriding theme supported by the entire task force is the need to further enhance and promote Park City as an overall attractive "destination." The uniqueness of Park City is in its make-up of the town's three resorts and a Main Street that binds it all together. We should do more to articulate and brand our town with this unique destination message. Not only should we market these unique elements, but we should do more with our downtown infrastructure to give increased reasons for visitors and residents to spend more time here.

While much work has been done in this arena, staff concurs this is an opportunity to "tune-up" and revisit the priorities of each party. Staff concurs with the suggestion of the HPCA – to allow them to conclude their prioritization process and then work to present project and program alternatives to Council as part of the budget process.

Significant Impacts
Any recommendations that stem from these discussions that have potential budget impacts or considerations will be brought forward during the spring budget process.

Departmental Review
This report has been reviewed by the Executive and Legal Departments, and the Joint Venture Staff.

Issues for discussion
If there are specific areas of concern or priority, Council should provide staff with that direction.

Recommendation:
Council should affirm they are supportive of staff engaging in an ongoing dialogue with the HPCA regarding their recent visioning efforts and goals. Staff will report back to Council on specific issues or as part of the budget process as needed.

Exhibits:
Exhibit A - HPCA Position Papers
Exhibit B – Economic Development Strategic Plan
Exhibit C – Summary of the 2003 Downtown Task Force

Exhibit A – Position Papers

Historic Park City Alliance
Position Papers
Adopted: May 18, 2010

HMBA Board Trustee Code of Conduct

Composition: The board should be composed of Trustees who are personally committed to the mission of the HMBA and possess the desire and time to lend their support. The authorized number of voting Trustees is fifteen (15) dues paying members: 3 representing the restaurant/food service industry, 3 representing retail merchandise, 2 representing the professional service industry, 1 representing the nightly rentals/tourism, 2 representing the property owners, and 4 Trustees at-Large.

Expectations: Trustees act on behalf of the membership. As a board, they are responsible for articulating a clear organizational mission, forming the strategic plan to accomplish the mission, overseeing and evaluating the plan's success, hiring a competent executive director and providing adequate supervision and support to that individual, ensuring financial solvency of the organization, and representing the organization to the community.

Representation: Board members have a responsibility to take a global perspective when directing the organization. Their decisions should be prioritized as follows:

- ❖ Primary: what is best for Historic Park City
- ❖ Secondary: what is best for the specific group they represent (i.e. restaurant or retail)
- ❖ Last: what is best for their own business or property

Conduct:

- Board members shall maintain the confidentiality of the details and dynamics of Board discussions, as well as those items designated as confidential.
- Regardless of their personal viewpoint, Board members shall not speak against, or in any way undermine, Board solidarity once a Board decision has been made.
- Trustees shall avoid, in fact and in perception, conflicts of interest and disclose to the board, in a timely manner, any possible conflicts.
- Trustees' contributions to discussions and decision-making shall be positive and constructive.
- Trustees' interactions in meetings shall be courteous and respectful.
- Board members are expected to attend all Board meetings.
- Trustees shall be prepared for meetings, having read pre-circulated material in advance.
- Directors are encouraged to participate in ways other than attending Board meetings.

The Board must represent the majority, and to do so, the Board must endeavor to communicate with—and seek more input from—the membership.

When a formal request is made to the Board, the Board shall reply with a clear, written, and timely response. The Board has an obligation not to 'rush' decisions and should poll the membership whenever practical. The Board should evaluate decisions in the context of their mission and established vision for the organization.

Board members, especially officers, should not weaken the HMBA's official positions by injecting personal opinions in public forums including, but not limited to: City Council meetings, local media, and editorial.

CONFLICT OF INTEREST POLICY

This Conflict of Interest Policy of the Historic Main Street Business Alliance (Organization): (I) defines conflict of interest; (2) identifies classes of individuals within the organization covered by this policy; (3) facilitates disclosure of information that my help identify conflicts of interest; and (4) specifies procedures to be followed in managing conflicts of interest.

1. Definition of conflicts of interest
    a. A conflict of interest arises when a person in a position of authority over the Organization may benefit financially from a decision he or she could make in that

capacity, including indirect benefits such as to family members or businesses with which the person is closely associated. This policy is focused upon material financial interest of, or benefit to, such persons.

2. Individuals covered
    a. Persons covered by this policy are the Organization's officers, trustees, chief employed executive and chief employed finance executive.

3. Facilitation of disclosure
    a. Persons covered by this policy will annually disclose or update to the Board of Directors on a form provide by the Organization their interests that could give rise to conflicts of interest, such as a list of family members, substantial business or investment holdings, and other transactions or affiliations with the businesses and other organizations or those of family members.

4. Procedures to manage conflicts
    a. For each interest disclosed to the Board of Directors, the Executive Committee will determine whether to: (a) take no action; (b) assure full disclosure to the Board of Directors and other individuals covered by this policy; (c) ask the person to recuse from participation in related discussions or decisions within the Organization; or (d) ask the person to resign from his or her position in the Organization or, if the person refuses to resign, become subject to possible removal in accordance with the Organization's removal procedures. The Organization's chief employed executive and chief employed finance executive will monitor proposed or ongoing transactions for conflicts of interest and disclose them to the Chairman of the Board of Directors in order to deal with potential or actual conflicts, whether discovered before or after the transaction as occurred.

Position Statement: Political Representation

The HMBA is a not-for-profit organization and a Business Improvement District (BID) comprised of approximately 250 businesses along Main Street, Park Avenue and Swede Alley. The mission of the HMBA is to "… promote, enhance and encourage an atmosphere that is beneficial to the businesses of Historic Park City while informing and building consensus among property owners, merchants, governmental agencies and the community at-large… (abridged)".

The HMBA represents a diverse membership with many varied priorities. Moreover, the HMBA has limited resources to support its mission. Despite these challenges, the HMBA believes that it can effectively represent its members and use its collective influence to better leverage its partners to improve and promote Historic Park City.

The HMBA agrees upon the following:

1) HMBA Board is a good cross-section, and represents the District—therefore, it is qualified to speak for the District;
2) Board must represent the majority, and to do so, must better communicate with—and seek more input from—the District;
3) Board must provide clear, written, and timely position statements on issues that matter to the District;
4) Members need to resolve internal differences in private, appropriate forums;
5) Board members, especially officers, should not weaken the HMBA's official positions by injecting personal opinions in public forums;
6) Board should not rush into decisions.

Challenges:
There is ongoing concern that the organization, and its members, have been over-characterized and discredited by the City, local media and other partners. Public squabbles and ill-defined positions have eroded our reputation. The HMBA has also struggled to find an effective communication strategy by which to gather and analyze member priorities.

Recommendations: To expand the visioning discussion to include as many members as willing. To continue to survey/poll the membership on important matters. To use 66% (of participating members) as a guideline for a majority. To consider it detrimental to the membership if 20% or more of the businesses are adversely affected by a policy change or event. To collect and compile economic data to support objective decision making. To request that the PCCB provide us with a permanent seat on their marketing council. To commit to producing and ratifying position statements on issues that matter to the District.

Actions: To collaborate with the City to develop an ongoing economic sampling. To collaborate with the City to develop an acceptable format for polling our members. To meet with representatives from the City, PCCB and other partners to present our new methods and discuss ways to improve relations going forward. For Board Members to follow the 'code of conduct' as outlined above. To produce general position statements as a starting point and review these statements annually.

Merchant Rights: The businesses operating within the Main Street corridor opened under set assumptions of parking, vehicle access, and overall services in the area. Many times City decisions change the dynamics by which businesses made the decision to locate here. We will ask the City to include HMBA input as part of the process in decisions that relate to events, closures, and improvements that impact the District.

Position Statement: Parking Management

It is the objective of the HMBA to promote Historic Park City as a fun, friendly and vibrant destination. We wish to foster an atmosphere that encourages longer stays and gives pedestrians time to circulate throughout the district. We believe that prolonged exposure to our businesses will increase sales and diversify revenues.

The HMBA agrees upon the following:

- The original purpose of paid parking was to discourage employees/owners from parking on the street, and to pay for the enforcement.
- We currently have sufficient quantity of parking to support our district.
- HMBA Members are conflicted in their opinions whether paid parking is a benefit to the District. We will continue to poll our members on this matter.
- The current parking management allows for deliveries and easy access prior to 11 am. Additionally, there are short term spaces to accommodate quick access. We support these measures, but do not endorse the policy of using the parking meters to encourage 'rapid turnover.' We believe this is counter to our objectives and detrimental to the relaxed, friendly atmosphere we wish to promote.
- We object to the purchase of a high tech camera, mounted on a vehicle, to 'more efficiently' manage parking. We object to both the impersonal nature of the device, and the fact that it would require a vehicle to continuously drive the streets which contradicts the City's vision to be a sustainable community where they continue to encourage others to walk, bike and use mass transit.
- We are unhappy with the "efficiency" of the current parking management. We feel that it is too aggressive and does not reinforce the fun and friendly atmosphere we wish to promote.

Recommendations: We would like the City to re-examine the current management and institute a 'kinder, gentler enforcement' policy. In particular, we believe there should be greater leniency given to short term pick-ups/drop offs and a re-structuring of the current ticketing system—instituting warnings for first time offenders. The primary objective should be to encourage a healthy traffic flow, not to discourage visitation. Enforcement should be a judiciously used tool, not a reliable source of revenue.

The HMBA requests regular access to the financial data associated with the paid parking program in the District and formal input to changes in rates, policy, or significant purchases in support of the parking program.

Actions: We have formed a Parking Management Committee (PMC) to examine the impact of parking policy, to offer recommendations, and to consider long term strategies and communicate these to the City. The PMC is working on a comprehensive set of recommendations to the City, addressing the issues above. We have requested recent financial data from the City to examine the ticketing trends. Once we have this data, we plan to meet with City representatives to discuss the tenor of parking management. We will submit a formal objection to the proposed high-tech parking scanner.

Position Statement: Infrastructure

It is the objective of the HMBA to promote Historic Park City as a fun, friendly and vibrant destination. Smart infrastructure, that supports both car and pedestrian traffic, is essential to fostering an alluring and navigable environment. Our District should encourage visitors to linger, circulate and explore throughout the District. To accomplish this, we need to: 1) reduce physical impediments such as difficult sidewalk navigation; and 2) create attractions/draws along the street (from top to bottom) such as parks and art that encourage exploration. We are confident that easy access, a friendly atmosphere and prolonged exposure to our businesses will increase sales and diversify revenues.

Definitions: We are using a broad definition of infrastructure which includes: parks, public art/attractions, sidewalks, streets, signage, lighting, snow management and public transit. In sum, any physical component within the District that is mandated/managed by the City.

The following have been identified as areas of concern:

- Sidewalks: grade, width, clutter, damage, ADA, and snow management, lack of heat?
- Bulb outs: location, frequency, effect on parking
- Outdoor dining & music: lack thereof
- Lighting code: review, amend, better integrate with public lighting
- Lighting enhancements: location of street lights, Holiday Lights
- Public signage enhancements: consolidate, coordinate and clarify public signage, enhance informational kiosks, permanent (digital?) signage along entry corridors
- Sign code for businesses: review & amend
- Drop off zones for taxis and shuttles and idling enforcement
- Directional signage along SR 224, SR 248 & I-80
- The district should maintain a high level of upkeep: painting, cleaning, snow removal, landscaping, etc

We would like to explore the following enhancements:

- Public Plaza by Post Office
- Public Plaza/Park over Brew Pub lot
- Mining History Tour/Attractions
- Olympic Legacy Park/Tour/Attractions
- Winter ice skating rink and/or summer water feature
- More sidewalk seating and smarter garbage recycling placement
- Green/alternative people movers
- Designated employee parking

Recommendations:

The HMBA should form an infrastructure sub-committee to evaluate and pursue short –term improvements (i.e. reduce sidewalk clutter). The HMBA should work in conjunction with the City to determine a schedule of mid- and long-range enhancements. We support the engagement of a consultant that specializes in economic development and downtown revitalization. Any major enhancements should be expertly evaluated—to determine all of their potential ramifications—prior to implementation. All enhancements should encourage even traffic across the District and logical spacing of parks and attractions to promote and anchor this flow.

Actions: The sub-committee will research and pursue various improvements, and may generate additional position statements to address specific needs/concerns. We plan to meet with City representatives and recommend the engagement of a consultant to produce a comprehensive, long term enhancement plan for Historic Park City. We will request that the City include us in the formal process—as primary stakeholder—for any major infrastructure changes/enhancements.

Position Statement: Events & Street Closures

It is the objective of the HMBA to promote Historic Park City as a fun, friendly and vibrant destination. We are in favor of events that reinforce this brand image. However, the HMBA is not in favor of events that adversely affects business revenues and/or do not reinforce our message. Therefore, the HMBA requests the following considerations:
Major (complete or significant) street closures should be limited to 12 days/year

1. Events requiring street closures must attract a minimum of 1000 persons. High impact events should draw from the entire region.
2. Events must be inclusive, fun and lively
3. Events should be required to market HPC as their host and promote our brand message.
4. Event organizers must notify the HMBA of their events a minimum of 60 days prior (consistent with application time frame from City).
5. Street closures should not occur on consecutive weekends or back-to-back days for different events.
6. The HMBA would like to work with the City/Chamber to develop a matrix by which we can quantify and evaluate events, pre- and post-event.
7. Merchants should be surveyed after each new event to collect input and determine adjustments.
8. Events should conclude on Main Street rather than encouraging attendees to leave quickly.
9. Events should be discouraged from bringing vendors that directly compete with existing services. Events should be encouraged to use HMBA vendors.

Recommendations: An events sub-committee will be formed to evaluate events/street closures and to review each event. The committee will be empowered by the Board to make decisions on the membership's behalf, within the framework outlined above. This committee should be involved in new events from their application, to implementation, and until their final evaluation. Additionally, the HMBA would like to retain its seat on the PCCB/PCMC event committee to represent its interests. Recurring events should be reviewed annually and recommendations will be submitted to better integrate these events with the District. Events should be classified into community, promotional, or traffic-driven and each should be evaluated based on their overall ROI (based on revenues generated, exposure, consistency of message, etc).

Action: Collaborate with the City/Chamber to develop a criteria-matrix with which to evaluate events and their impacts on the District. Meet with City representatives and request that they incorporate our criteria and feedback into their event selection. Request that all event/street closures be evaluated by the HMBA events committee prior to their approval.

Position Statement: HMBA CREATIVE STRATEGY -- Historic Park City

Product Description:
Main Street is Park City's top destination and the hub for Deer Valley and Park City Mountain resorts. Formerly the hub of a booming mining town, it is now a world-class cultural destination and the focal point of our year-round resort town. It is comprised of over 250 unique businesses, including retail, restaurants, bars, galleries, lodging, and offices that span the valley floor. It is known for its quaint historic charm but also as host to international events such as the 2002 Winter Olympics and the Sundance Film Festival. It has a reputation for lively nightlife, music, art, events, fine dining, and boutique establishments.

Challenges:
Local businesses are concerned that new commercial expansion—in outlying areas—will drain business and dilute the Park City brand. 'Main Street' also lacks national brand recognition. Additionally, the HMBA faces occasional criticism for not being more inclusive of its Park Ave and Swede Alley members.

Objective:
The HMBA wishes to better define and promote its brand to maintain a long-term competitive advantage. They are seeking a distinct brand message that is inclusive, descriptive, and immediately recognizable.

Approach:
The HMBA plans to re-define the 'Main Street district' as 'Historic Park City' to capitalize on national brand recognition and to better contrast their destination from the less authentic competition in new Park City. They plan to lobby their marketing partners to promote this fresh identity. They also plan to utilize PR, their website, limited print advertising, and event partners to further reinforce the Historic Park City message. HMBA businesses must also embrace this change to ensure the message is clear, consistent and unassailable as the iconic Park City.

Target Audience:
Historic Park City's target audience is all residents of, and visitors to, greater Park City. The draw is both geographic (central location) and cultural, but the HPC wishes to maintain its prominence as bed-base expands away from the center of Park City. Local support is considered critical, both economically and to reinforce the HPC's appeal as a destination. Additionally, Historic Park City hopes to capitalize on their partners' marketing efforts to draw from the Wasatch Front—particularly during the summer and shoulder seasons.

Our Customer:
Historic Park City businesses want to appeal to a broad base of customers seeking distinct products in a unique atmosphere. Although increased traffic is important, merchants prioritize bringing the 'right' customers to the district: the one's seeking to spend money on shopping, food, entertainment or services.

Desired Perception:
1. Vibrant, fun, friendly
2. Historic, unique, iconic
3. Diverse, engaging, entertaining
4. Local, authentic, real
5. Easy to access, navigate, and enjoy
6. A destination to visit again and again

Communication Strategy:
The HMBA will lobby its partners to reinforce the 'Historic Park City' brand in their marketing. Hosted events will also be required to promote this brand message. The HMBA will invest in public relations to increase Historic Park City's prominence and to additionally reinforce the message. Community outreach and promoting our role in the community will be a priority. Other communication tools to be

incorporated are social media, a redesigned website, updated brochures, and local-specific promotions.

Competitive Analysis:

Historic Park City's main competitors are modern mall-style developments mostly outside of the City limits. They are NOMA, The Canyons, Kimball Junction (New Park, Redstone, Outlet Malls), and on the horizon, Quinn's junction. The competition offers convenient shopping and commodity products and services, intermixed with a few boutiques. They have ample space, parking, and are anchored by national chains. Historic Park City has a geographic advantage—with its proximity and physical connections to PCMR and DV—and an established reputation as Park City's cultural destination. However, Historic Park City also fights the perceived barriers of: access, parking and high prices.

Competitive Positioning:

A concerted promotion of Historic Park City's unique character and offerings will continue to differentiate it from the competition. Effective PR and targeted events can address exaggerated perceptions about access and parking and high prices.

Ultimate Objective:

To get the right people (the one's looking to spend), to the right place (Historic Park City), and make their experience fun, friendly and memorable (what's good for the customer).

Park City Municipal Corporation – Economic Development Plan

As of: 5/20/2010

Vision

To provide long-term economic health for the greater Park City region through a proper balance of tourism initiatives and sustainable community desires for those that live in and visit the area. As a guiding principle, all economic development initiatives will consistently strive to sustain a vibrant multi-seasonal destination resort community.

Goals (FY2006-FY2007)

Top Priority

- Facilitate the redevelopment of the resort economy by using the Lower Park Avenue RDA as a means to implement projects
- Protect, preserve, and promote the historic Main Street downtown area as the heart of the region.
- Further develop and populate the event calendar; while continuing to balance impacts on community character and quality of life of residents, and quality of experience of visitors.
- Further develop and market the uniqueness of Park City and why it is set apart from other mountain resort communities.

High Priority

- Maintain and improve the balance of Sustainable Community goals by going beyond just economic initiatives to include social and environmental strategies.
- Facilitate the establishment of more "attractions/areas of interest" for both visitors (tourism economy) and residents (population economy).
- Proactively target business sectors that will fill voids left by departing companies or for smart redevelopment reasons.
- Improve upon an already busy winter tourism season with efforts to maximize its full potential.

Strategies

Existing City Resources

Strategy 1:	Promote the redevelopment of resort and commercial areas
Strategy 2:	Work towards a balanced transportation and pedestrian infrastructure plan throughout Park City. Support Walkability, Connectivity, and Safety as Economic Development Tools.
Strategy 3:	Continue to refine the event process to become more efficient and selective to events that are consistent with community goals and best ROI
Strategy 4:	Update Regulatory Codes to match priority goals of the Economic Development Plan
Strategy 5:	Promote smart development at the Quinn's Junction area
Strategy 6:	Focus on recreation spaces and facilities for attracting more tournaments and overnight visitors

City Has Participatory Role

Strategy 6:	Attract more festivals and events – winter & summer
Strategy 7:	Promote ways to grow new events and sustain existing events
Strategy 8:	Provide additional Recreation Opportunities as Attractions
Strategy 9:	Provide more cultural tourism attractions
Strategy 10:	Extend visitor stays / fill beds
Strategy 11:	Enhance existing attractions
Strategy 12:	Create a cultural alliance
Strategy 13:	Promote Redevelopment within Park City
Strategy 14:	Retention and development of existing businesses
Strategy 15:	Make Park City more inviting and "User-Friendly" for organizers to throw events and for attendees to enjoy them

No Current City Resources to Accomplish

Strategy 16:	Target more Wasatch front (day visitors)
Strategy 17:	Apply the tag line "User Friendly" to projects and marketing programs geared towards showing how easy and fun it is to live and visit Park City

City's Role Unclear

Strategy 18:	Provide greater participatory attractions
Strategy 19:	Promote greater diversity of the commercial mix
Strategy 20:	Strengthen the existing Commercial Mix (City-Wide)
Strategy 21:	Develop additional funding and marketing sources for events
Strategy 22:	Promote locally owned, independent businesses
Strategy 23:	Promote community (social) sustainable community goals such as affordable housing

Projects / Programs

Top Priority Projects

1. Assist in redevelopment of resort and commercial areas
2. Events – Overhaul process & fee schedule; prioritize calendar
3. Market Analysis/Needs Assessment (downtown)
   a. Identify preferred commercial mix
   b. include study on residential & impact/carrying capacity
4. Assist in business attraction/retention of both resort-based and year round businesses
5. Downtown Capital Projects
   a. Downtown Plaza
   b. Pedestrian improvements

High Priority Projects

- Continue building trail network infrastructure and Urban pathways
- Assist in renovation of the Main Street Mall
- Assist PC businesses on retention & dvlpmnt initiatives
- High Altitude Training Destination↓

Priority Projects

- Monitor commercial mix in Main Street Storefronts
- Interconnect
- Smart Messaging signs for parking information / events

Key

red – changes

↑ - Move Up in priority

↓ - Move down in priority

~~—~~ - Strike out = to be deleted

Exhibit C

City Council Staff Report

Author: **Colin Hilton**
Subject: **Review of recommendations of the Task Force On Downtown Enhancements**
Date: **11-20-03**
Type of Item: **Informational Update & Request for Authorization to proceed with Additional Analysis**

III. Recommendations of the Task Force

Overview

The task force started with a review of the ideas generated by the 1998 Downtown Action Plan (DAP) committee. While much of the previous committee's suggested projects have been completed, those that were not, have now become the focus of the current task force's primary recommendations.

Much foresight and creative energy was placed in the 1998 DAP and those who served on that committee should be commended for their action-oriented visions.

Listed below is a collection of new and old ideas put into categories of recommended:

- ✓ Capital Projects
- ✓ Program Ideas
- ✓ Funding Suggestions

The level of detail on many of the suggested projects is conceptual and broad in scope. It is felt that the City Staff could further analyze and report on such areas as cost projections, land-use impacts, and detailed funding options. If the current City Council also concurs on the appropriateness of the concepts put forward, it is strongly recommended by the task force members that these be acted upon in a swift, action-oriented way.

Rationale for Suggested Implementation – "Projects/Program Ideas are Linked Together"

Upon reviewing the ideas generated, the task force would like to stress the need to view and the suggested projects and program ideas as integrated.

Drawing upon previous studies & actions (1998 Downtown Action Plan, 2002 Hyatt Palma Study, HMBA plan to create a BID, 2002 OTIS Study, etc), this task force strongly suggests that both capital project and program development initiatives need to be made together in order for an effective implementation strategy to work. In other words, one suggested project needs another. One capital project needs another capital project. A brick and mortar project needs an effective program to best use it!

An overriding theme supported by the entire task force is the need to further enhance and promote Park City as an overall attractive "destination." The uniqueness of Park City is in its make-up of the town's three resorts and a Main Street that binds it all together. We should do more to articulate and brand our town with this unique destination message. Not only should we market these unique elements, but we should do more with our downtown infrastructure to give increased reasons for visitors and residents to spend more time here.

The elements suggested below either are destination elements themselves or enhance the ability to utilize and access the overall downtown destination area.

Recommended Capital Projects

1. Downtown Plaza Concept - (a strong, catchy name is needed for this!)
    a. The concept of providing a gathering space that can be utilized in many different creative ways is consistent with numerous City goals.
    b. The suggested location would be from the current Post Office, 5th Street to the steps up to City Hall.
    c. Possible uses could include:
        - Everyday green space enjoyable to both visitors and locals
        - Venue for holding events of all varieties
            i. Biggies – Art Fest, Jazz Fest, America's Opening, Sundance, etc.
            ii. Not so biggies – Wednesday night concert series, farmers markets, entertainers of all shapes and styles
            iii. Unknown – a place for any creative entity to come up with a good idea to host an event or approved display
        - Site for town gatherings, assemblies, peaceful demonstrations
        - Site for public art displays
        - A focal point for Main Street & all of Park City
    d. The scope of this concept should include:
        - Appealing landscape features: to possibly include a water feature
        - Sidewalks, "street/park furniture"
        - Enhanced lighting similar to Main Street
        - Stage with support infrastructure for permanent power & speaker wiring
        - Permanent restrooms
        - A long-term Post Office presence on Main Street – the location of the post office on Main Street is extremely important and would remain an integral part of any gathering space concept.
    e. It is the task force's opinion that further research should be done. To include potential impacts on parking and area businesses. The feasibility of this taking into account uses of the post office property and the costs associated with acquiring additional land. Cost estimates and potential funding sources per the scope outlined above would be a good next step.

2. An Expanded / More Accessible China Bridge Parking Structure
    a. Suggestion is to expand the existing China Bridge structure to:

a. Improve the accessibility of existing floors of China Bridge
b. Improve the accessibility and ease of getting to the overflow Sandridge Lots
c. Consolidate lost surface parking from other downtown area projects
d. While constructing to improve the accessibility and to recover the lost surface spots due to the new downtown improvements, build as many additional parking spaces as possible in the area previously looked at in the OTIS study. Rough estimates project this to be an added 320 spaces with a loss of close to 100 spaces – therefore giving the downtown area a net gain of approximately 220 spaces.
e. Create an ability to simplify the parking directional signage by designating this parking facility as the primary parking lot for those who choose to drive downtown.
f. Concentrate on adding the parking supply and enhanced access ways without trying to add a mixed-use commercial component to it. Earlier thoughts of masking the added parking element with a public safety or commercial / residential mixed use component would seemingly be counterproductive in attempts to gain a parking supply. New commercial development would only generate new parking needs.

3. Improved and enhanced pedestrian walkways / features on Swede Alley, Main Street, and other thoroughfares leading to the downtown area.
   - ✓ Improved wayfinding signage
   - ✓ Added Swede Alley sidewalk along its west side
   - ✓ Widened sections of Main Street sidewalk to allow for added outdoor dining and small gathering spaces.
   - ✓ A new refuse structure near or in an expanded China Bridge structure

The task force is also very supportive of the planned expansion of the history museum. This project serves as a terrific example of creating an enhanced destination attraction

City Council Staff Report

Date:	**August 26, 2010**
Department:	**Public Works**
Author:	**Kent Cashel, Transportation Manager**
	Matt Cassel, City Engineer
	Brooks T. Robinson, Senior Transportation Planner
Title:	**Norfolk Avenue Reconstruction**
Type of Item:	**Administrative**

Summary Recommendation

Council should review Staff's recommended mitigation plan to address parking issues that arose following the 2008 reconstruction of Norfolk Avenue. This plan includes:

- Sidewalk remains in place on east side of street (8^{th} – 10^{th})
- No Parking restrictions enforced (as per City code on east side of Street 8 -12.
- Sidewalk removed west side of street (10^{th} – 12^{th}) and constructed on east side.

Staff does not recommend allowing parking on the sidewalks. Please see discussion in body of report.

Council should affirm Staff's plan to complete engineering design and bid the mitigation project for construction and completion in Spring 2011.

Background

During the summer of 2008, the Park City Engineering Department reconstructed the 800-1300 blocks of Norfolk Avenue as recommended by the City's 2002 Old Town Improvement Study (OTIS). The OTIS (adopted by City Council) recommended that a sidewalk be included as part of the road reconstruction project, as was true throughout the Old Town residential areas. Prior to the reconstruction, on December 11, 2007, a neighborhood meeting was held to discuss the proposal with the residents (see Exhibits). Sidewalks were included in the flier and the plans (meeting attendee list and comments attached).

Prior to reconstruction of Norfolk, many residents were utilizing or encroaching within City right of way for (improved and unimproved) parking spaces that were displaced by the new sidewalk. Following completion of the project, Staff began hearing complaints from residents of Norfolk that residents were parking on the new sidewalk.

In evaluating solutions, City Staff has sought to balance and prioritize a number of issues, City goals, policies, and Code requirements such as:

- Pedestrian needs
- Parking needs
- Traffic flow
- Snow removal needs
- Neighborhood satisfaction
- Aesthetics and Old Town character
- City codes and policies

Staff further evaluated the characteristics of the particular road segments from 8th Street to 12th Street, both west (uphill) and east (downhill) sides. It is apparent that 10th Street provides a dividing line along the street both in the nature of the problem and the ease of solution to the problem.

Between 8th and 10th, both sides of the street are well developed with only two potential building lots left (between 902 and 920 Norfolk) and a mix of historic homes with no driveways and contemporary homes with garages and/or driveways. From 10th to12th, the west side is built out while the east side has numerous vacant lots and few driveways for the existing buildings.

The timeline below provides a summary of events and actions regarding this issue:

December 11th, 2007: Norfolk neighborhood meeting was held (approximately 30 people attended, including staff and engineers). At this meeting the concept of a sidewalk was discussed and had gained moderate support.

April 22nd, 2009. PC Staff received an individual request from a Norfolk resident regarding several issues related to traffic calming. One issue related specifically to vehicles parking on the newly installed sidewalk.

July 13th, 2009. Upon review of the citizen's request, Staff sent a notice to residents stating that parking on the sidewalk was in violation of Park City Municipal Code 9-2-1(A) which states:

> "9- 2- 1. PARKING PROHIBITED IN CERTAIN PLACES.
> It shall be unlawful and a violation of this Title for any person to park a vehicle or to permit others to park a vehicle in any of the following places on a street or public parking facility:
> (A) On or across a sidewalk;…"

In addition, the Land Management Code also prohibits parking on gravel in 15-3-
3: "GENERAL PARKING AREA AND DRIVEWAY STANDARDS.
(B) SURFACING. Parking Areas and driveways must be Hard-Surfaced, maintained in good condition, and clear of obstructions at all times."

Police and Parking Enforcement began placing warnings on vehicles parked on the sidewalk.

July 16th, 2009. PC Staff received a Neighborhood Traffic Management Program (NTMP) petition from neighborhood asking the City to review its current parking policy. The basis of this petition was that there was insufficient road width to safely accommodate on-street parking and not enough off-street spaces available to meet the current demand.

July 16 – August 12th, 2009. Staff immediately began looking into the petition and scheduled a public meeting to identify specific issues.

August 12th, 2009. PC Staff held its first public meeting with residents of Norfolk to discuss problems with the reconstructed street and City parking policy.

August 13-September 14th, 2009. A multidisciplinary team including Ron Ivie (Building), Phil Kirk (Police), Matt Cassel (Engineering), Brian Andersen (Parking), Jacquelyn Mauer (Planning), Sayre Brennan and Kent Cashel (Transportation) began meeting to develop potential solutions to neighborhood issues related to the street improvement project and its impact on opportunities for public parking.

September 14th, 2009. PC Staff held a second public meeting with the neighborhood to discuss potential alternatives to the problems raised by Norfolk residents.

Sept-Nov 2009. Staff, working with transportation consultant Fehr and Peers, completed the following:

- surveys of residents
- parking demand and inventory counts
- alternative approaches to address parking issues

November 12th, 2009. Staff provided City Council with a Manager's report detailing a two phase plan for addressing post reconstruction parking issues that arose on Norfolk (copy of Manager's report attached).

November 2009. Staff held a third neighborhood meeting to discuss 3 alternative approaches to addressing parking issues on Norfolk.

Dec-Jan 2010. Using information gathered from the November neighborhood meeting, Staff refined and selected its recommended alternative to addressing parking issues on Norfolk Avenue.

Feb – Mar 2010. Staff completed preliminary engineering for its recommended alternative.

March 29th, 2010. Staff held its fourth neighborhood meeting attended by 11 residents to present its recommended alternative. Of those attending, neighborhood response to the recommendation was favorable.

April 22, 2010: Staff presented the above recommendation to the City Council. The Council took public input from a number of residents who generally opposed parking behind the sidewalk. (Minutes attached) and Continued the discussion for further study.

April to July, 2010: Staff hired Alliance Engineering to prepare additional conceptual alternatives to the previous plans. The plans eliminated the sidewalk altogether between 8th and 12th Streets and incorporated parking areas on the east side of Norfolk between 8th and 10th Streets. These parking areas would include a curb and gutter, eliminate the *ad hoc* gravel parking areas, provide a uniform appearance, and provide for the additional parking demand on the street. By eliminating the sidewalk, there would be less impact on landscaping and yards abutting the City right of way, but pedestrians would be forced into the street.

July 15 to present: Staff held an open house for the residents on July 15th and subsequently went door to door to get as much feedback to the proposed plan as possible. Of the 45% of the households that responded, the results are mixed as evidenced by the attached table. A summary of that feedback is contained in the table below:

Norfolk Households	For	Against	Neutral
8th -10th	6	5	4
10th -12th	9	1	0

<u>Street Dimensions</u>

The width of Norfolk Avenue is 21 feet from back of gutter to back of gutter (16' of pavement with a 2.5-foot curb and gutter on each side of road)

With an average car requiring 8' of width to park, this leaves 13' of road and gutter for traffic circulation. A standard travel lane requires 10.5'-12' so this leaves only 1 to 21/2 feet to spare. This spare width is inadequate to allow on-street parking on both sides of street and creates very narrow passing spaces for cars travelling in different directions. These dimensions do not provide adequate width for two-way travel combined with any on-street parking.

<u>On-Street Parking Demand\Supply Study</u>
Fehr &Peers Transportation Consultants (F&P) conducted a parking\demand supply study to determine on-street parking demand. The table below presents the findings of that study.

Norfolk	Parked Cars Weekday (7:00 am)	Parked Cars Weekday (6:30 pm)	Parked Cars Saturday (1:00 pm)	Peak Demand	Available On-Street Parking Spaces	Unmet On Street Parking Demand
8th – 10th	22	22	20	22	18	-4
10th – 12th	7	15	16	16	0	-16

The table above indicates an excess demand of 4 on-street parking spaces between 8th and 10th street and 16 spaces between 10th and 12th.

Staff and F&P explored numerous alternatives to address on-street parking shortages on Norfolk. These alternatives included:

- One way traffic circulation
- 45 degree angled parking
- One way circulation with angled parking
- Delineation of parking spaces
- Residential permit limitations
- Assigned and numbered parking stalls
- Allow parking on sidewalk
- Remove the non-compliant signs
- Moving the sidewalk to east side (10th -12th)
- Creation of additional parking spaces within City right of way (8-10th)
    - Behind Sidewalk
    - Remove sidewalk and create pads

Below is a summary of findings for each alternative explored:

<u>One way traffic circulation</u>
This alternative would allow barely enough width to accommodate parking on one side of Norfolk. However, given there are no cross streets available between 8th and 12th streets (10th street is closed due to extreme steep grade from Nov-April). This lack of a year round cross street would significantly lengthen residential trips as individuals would have to use 8th or 12th street to come or go from Norfolk.

During public meetings, F&P and Staff received numerous negative comments on this approach. Additionally, one way restrictions on residential streets are often ignored by motorists creating an unsafe condition and the need for enhanced enforcement. Both F&P and Staff agreed this approach was not acceptable.

<u>45 degree angled parking</u>
To provide for 45 degree parking 16' of road width is required to accommodate full size vehicles (some up to 19' in length). This would leave 7' for a travel lane which is woefully inadequate for either two way or one way circulation on the street. Additionally, due to the location of driveways and utilities the number of parking spaces using this approach would decrease. Both Staff and F&P concluded that this is not a viable approach.

<u>45 degree angled parking with one way circulation</u>
Both F&P and Staff concluded this is not a viable approach (see above).

<u>Delineation of parking spaces</u>
This approach would utilize road striping to mark individual spaces and improve use of existing spaces. The marking would help ensure that motorists park in a way that does not occupy more than one on-street space. The City unsuccessfully experimented with this approach in the past in the Main Street core. Snowpack often obscures pavement markings, particularly during peak winter periods, rendering this approach ineffective.

<u>Residential permit limitations</u>
This approach would limit the number of permits available to any individual resident. Currently City Municipal Code 9-5-3 allows each residence to obtain up to five (5) residential permits. Staff believes Section 9-5-3 of the City's Municipal Code, and the number of permits allowed, needs to be revisited. However, a study of residential permits issued on Norfolk indicates that only a very small number of households exceed 3 permits. Staff does not believe reducing the number of permits on the street will address the current parking shortage.

<u>Assigned and numbered parking stalls</u>
This approach would number each off street parking stall (owned and operated by City). These stalls would be assigned to individual residents. F&P and Staff believe this approach would prove:

- Difficult to administer
- Difficult to enforce
- Result in inefficient allocation of parking spaces
- Would not address existing parking shortage

Staff does not believe this approach will address parking issues on Norfolk.

Allow parking on sidewalk
This alternative was recommended by several Norfolk residences. Placement of the sidewalk occupied City right of way that previously provided space for off pavement parking. If the City would allow vehicle parking on the sidewalk, the parking shortage could be addressed and safe traffic circulation accommodated. However, several problems with this approach are evident. Parking on the sidewalk:

- Does not provide for pedestrian facility
- Is confusing to pedestrians that may want to use the sidewalk
- Would result in eventual failing of concrete not designed or constructed to handle vehicle weights
- Violates City Municipal Code 9-2-1 which prohibits parking on a sidewalk.
- Presents a risk management issue for the City, property owners and the operator of illegally parked vehicles.

City policy direction has been to provide sidewalks and connections throughout the city as evidenced by the Old Town Improvement Study, the passage and implementation of the $15 million Walkability bond, and Land Management Code language preventing parking across sidewalks. The recently adopted Design Guidelines for Historic Districts and Historic Sites seeks to minimize the visual intrusion of vehicles into the character-defining streetscape elements of the neighborhood. Staff and F&P do not believe this approach is viable.

Removal of non-compliant signs

The graphic above is an example of non-compliant parking signs placed on City streets throughout the City's Historic District.

The City's Municipal and Sign Codes govern the placement of any sign whether on private or public property. The photo above is one of many existing parking signs that Staff finds are non-compliant. These types of signs are placed by residents throughout the City's Historic District (not only on Norfolk).

The signs create the impression that parking spaces within public right of way owned and maintained by the City are privately held and contributes to inefficient allocation of City owned parking spaces as other residents do not feel free to use them.

Staff recommends that the City needs to increase enforcement regarding the non-compliant signs but does not see that this alone will address the current parking shortages on Norfolk.

<u>Moving Sidewalk to east side (10th -12th)</u>

This alternative would remove the sidewalk currently on the west side of Norfolk (8^{th}-10^{th}) and reconstruct the sidewalk on the east side of the street. This alternative would replace 18 parking spaces consumed by current placement of the sidewalk.

The approach also would provide a continuous pedestrian facility on the east side of Norfolk from 8^{th} – 12th. It is important to note that placing the sidewalk on the east side would remove at least 2 illegal, unimproved parking spaces located at 1002 Norfolk. This house has Code compliant parking in a garage and driveway. The Graphic below shows the removal and relocation of sidewalk (10^{th} – 12^{th}).

Creation of 13 additional parking spaces within City right of way (east side 8^{th} – 10^{th}) behind the sidewalk

This alternative would construct up to 13 improved parallel parking spaces on the back side of the existing sidewalk on the east side of Norfolk (8^{th} – 10^{th}). These spaces will be constructed within City right of way. The construction of these spaces will require residents to be responsible for snow removal from these spaces. This is consistent with how snow removal is handled on all other on-street parking spaces situated on Norfolk.

It is important to note that providing on-street parking along the east side of Norfolk conflicts with provisions in current City Municipal Code.

Park City Municipal Code 9-4-1 (A) reads: "It shall be unlawful to park any vehicle on the downhill side of any street south of 12th Street. The downhill side of the street is the side on which the natural slope is away from the street surface, and the side to which the natural drainage flows. Main Street, Park Avenue north of Heber Avenue, and Swede Alley are not included within this regulation."

If Council should authorize construction of a project that creates parking on the east side of Norfolk, Staff will return to Council with a code modification to allow for parking in that location.

The graphic below indicates the location of possible parking spaces behind the sidewalk (8^{th} – 10^{th}):

The table below demonstrates how this proposal would address current parking demand on Norfolk (8^{th} – 12^{th}).

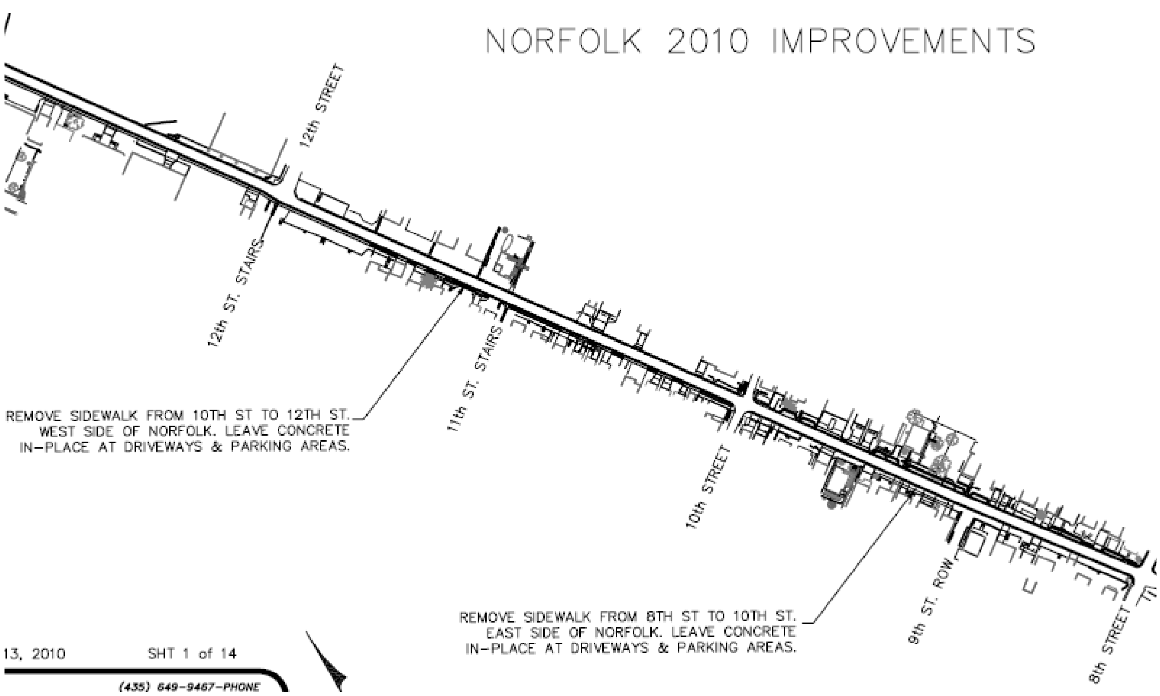
Norfolk	Identified Parking Demand	Additional Parking Provided
8^{th} – 10th	4 spaces	13 spaces
10^{th} -12^{th}	16 spaces	18 spaces

Staff presented this recommendation to residents at the neighborhood meeting held on March 29^{th}, 2010. This meeting was attended by 11 residents and the recommendation well received. However, at the April 22^{nd} Council meeting a group of residents spoke against the plan and Council asked Staff to continue working with the neighborhood to develop a solution. By widening the east side even further, the visual and practical impact (retaining walls) on the homes and yards would be increased.

<u>Creation of additional parking spaces within City right of way (east side 8^{th} to 10^{th}) by removing sidewalk and create parking pads</u>

The most recent conceptual plans drawn by Alliance and presented to the neighborhood included removing the sidewalk altogether between 8^{th} and 12^{th} and creating parking pads where possible between 8^{th} and 10^{th}. Removing the sidewalk between 10^{th} and 12^{th} freed up enough parking for that area and there is general agreement on that section of street to remove the sidewalk from the west side. However, between 8^{th} and 10^{th} there is no such consensus. A petition was filed on July 21^{st} to the Neighborhood Transportation Management Program (NTMP) to review traffic and pedestrian concerns on that section of Norfolk.

The Graphics below depicts this plan:



The table below indicates what this plan does to address parking:

Norfolk	Identified Parking Demand	Additional Parking Provided
8^{th} – 10th	4 spaces	Approx 12 spaces
10^{th} -12^{th}	16 spaces	18 spaces

Recommendation

Staff has sought to balance and prioritize a number of issues in developing its recommendation. Those issues are:

- Pedestrian needs
- Parking needs
- Traffic flow
- Snow removal needs
- Neighborhood satisfaction
- Aesthetics and Old Town character
- City codes and policies

In seeking a balance, not all residents have been satisfied with any of the recommendations. On Norfolk, between 8^{th} and 12^{th} Streets, 26 of the 58 homes are listed on the Historic Buildings and Sites Inventory. Fifteen of these homes do not have any on-site parking (along with four of the non-historic homes). In addition, 43 Residential On-Street Permits were issued in 2009-2010 for homes between 8^{th} and 10^{th} (the biggest problem area if the sidewalk is eliminated on the west side between 10^{th} and 12^{th}). Clearly a parking demand currently exists and this may get worse in the future. In developing its recommendations Staff attempted to place the highest priority on parking and the neighborhood rejected these recommendations (Parking behind and in place of sidewalk).

Based upon neighborhood input Staff has reduced the priority of parking and has prioritized the following:

- Pedestrian accommodation and safety
- Aesthetics and Old Town character
- City codes and policies
- Traffic flow
- Snow removal needs

While Staff believes neighborhood satisfaction is an important issue, after working with the neighborhood for nearly 17 months, Staff is not confident this can be achieved.

A typical suburban street may have two travel lanes, on-street parking on both sides and sidewalks, the historic development pattern and narrow streets of Old Town preclude this pattern. City policy direction has been to provide sidewalks and connections throughout the city as evidenced by the Old Town Improvement Study, the passage and implementation of the $15 million Walkability bond, and Land Management Code language preventing parking across sidewalks. The recently adopted Design Guidelines for Historic Districts and Historic Sites seeks to minimize the visual intrusion of vehicles into the character-defining streetscape elements of the neighborhood. While the uphill (west) side of Old Town streets can generally accommodate parallel parking due to the development pattern that includes retaining walls set back from the road edge, the downhill (east) sides are more problematic and parking has a greater impact visually and practically on yards and snow removal.

In winter, the conditions are exacerbated. With increased occupancy, there is increased demand. In addition, snow removal, vehicular and pedestrian travel become more difficult.

Staff does not believe there is a “magic solution” of which all residents will approve. Various alternatives have been suggested and each has had proponents and opponents within the neighborhood. For these reasons, Staff recommends the following:

- Leaving the sidewalk in place between 8th and 10th and enforce No Parking regulations on the asphalt and sidewalk along the east side of the entire street. Several properties with gravel parking areas further east of the sidewalk need to approach the City for Building and Historical Review permits to pave the gravel parking areas (consistent with City code).
- If Council so desires, parking spaces in the 9th St right of way could be constructed on either or both the west and east side that would account for the additional four spaces currently in demand.
- Relocation of sidewalk from the west side to the east side of Norfolk (10th – 12th).
- Improvement of approximately 18 spaces along the west side of Norfolk (10th – 12th).

The table below indicates what Staff’s recommendation will do to address parking:

Norfolk	Identified Demand	Additional Parking Provided
8th – 10th	4 spaces	0 spaces
10th -12th	16 spaces	18 spaces

Project Funding
Adequate funding will exist in CIP project # 0155 to provide for this project. Staff will return to Council for approval of construction contract prior beginning project.

It is important to note that the previous re-construction project cost came in approximately $400,000 under original estimate. It is likely that if the parking issues discovered post construction had been anticipated during design of the reconstruction similar costs to provide the parking would have been incurred.

Unresolved Issues
Staff's recommendation leaves several items unresolved at this time. Those items are:

- The need for future policy direction regarding the future placement of sidewalks on other City streets with limited right of way;
- The enforcement priorities for non-compliant parking signage (City Wide);
- The need to revisit the number of residential permits allowed per resident within the City's Municipal Code; and
- The need to amend the City Municipal Code to provide for parking along east side of Norfolk between 8th and10th (depending on Council direction).

Staff thinks it will be most efficient to address the Norfolk parking issues separately and plans to return to Council to frame a discussion and receive Council direction\action on these unresolved items.

<u>Alternatives</u>
A. Approve the Recommendation: Council should review Staff's recommended mitigation plan to address parking issues that arose following the 2008 reconstruction of Norfolk Avenue. This plan includes:

- Leaving the sidewalk in place between 8th and 10th and enforce No Parking regulations on the asphalt and sidewalk along the east side of the entire street. Several properties with gravel parking areas further east of the sidewalk need to approach the City for Building and Historical Review permits to pave the gravel parking areas (consistent with City code).
- If Council so desires, parking spaces in the 9th St right of way could be constructed on either or both the west and east side that would account for the additional four spaces currently in demand.
- Relocation of sidewalk from the west side to the east side of Norfolk (10th – 12th).
- Improvement of approximately 18 spaces along the west side of Norfolk (10th – 12th).

Council should affirm Staff's plan to complete engineering design and bid the mitigation project for construction and completion in Spring 2011.

B. Deny The Recommendation.
Council could deny Staff's recommendation and direct them to pursue a different mitigation approach. Staff does not recommend this alternative.

C. Defer the item to a later date.
Council could defer decision on this item to a future date. Staff does not recommend this alternative.

D. Do Nothing.
Council could do nothing. Staff does not recommend this alternative.

Significant Impacts
It is important to note that Staff's recommendation does not provide Norfolk residents with "right in front of my house" parking. Numerous alternatives have been explored and vetted with the Norfolk neighborhood that would have provided this parking but were rejected by the neighborhood. Staff finds that the recommended mitigation program balances the needs of neighborhood pedestrians and motorists and is consistent with City codes, policies, and previous Council direction without unreasonable impact to individual residents.

The City has invested hundreds of hours of Staff time and countless hours of residents' involvement to develop its recommended project to mitigate parking issues on Norfolk Avenue. Staff does not think further study of the street will result in any improved alternative and the delay caused by additional study will only further inconvenience the residents of Norfolk and require ongoing investment of Staff time and City resources.

Recommendation
Council should review Staff's recommended mitigation plan to address parking issues that arose following the 2008 reconstruction of Norfolk Avenue. Council should affirm Staff's plan to complete engineering design and bid the mitigation project for construction and completion.

Exhibits
Neighborhood meeting announcement and comments (Dec. 11, 2007)
Manager's Report of November 12, 2009
Council Minutes of April 22, 2010
Respondent Table, July 2010

Invitation
Neighborhood Meeting
December 11, 2007
6:00 to 8:00 PM
City Hall (down stairs / council chambers)
Park City Municipal Corp. (PCMC)
445 Marsac Avenue
Park City, Utah 84107

Dear Woodside / Norfolk property owner,
Public records indicate that you own property on Woodside Avenue between 13th and 15th Streets or Norfolk Avenue between 8th and 13th Streets. The City Council of Park City has approved funding for the reconstruction of these streets. Construction is scheduled for Spring through Fall of 2008. Alliance Engineering Inc., located at 323 Main Street in Park City, has been selected as the design engineers, surveyors, and project managers. There will be a meeting on the evening of December 11, 2007 at Park City Hall to introduce the project and receive comment on the intended improvements.

The city has been systematically reconstructing streets in the Old Town neighborhoods and it's now your turn. Generally the improvements include replacement of water mains, storm drains, curb & gutters, sidewalks and pavement. Additionally Snyderville Basin Water Reclamation District (SBWRD) has approved funding to replace sewer mains in these streets as well.

One goal of this meeting is to discuss options for the street improvements and build consensus on the configuration of the streetscape elements. We will also discuss the sequence of construction activities, staging of materials, construction mitigation, and resident assistance.

An existing conditions survey has been preformed of the streets, adjacent structures, walks, driveways, retaining walls, trees, planters, power lines, and utilities. This mapping will be available, at the meeting, for inspections along with photographs. We intend to keep the meeting informal. Engineers, planners, along with City and District representatives will be present to explain the scope of the project and record your comments regarding concerns or desires. We will also be extending this invitation to the residents of your property if you have renters.

If you are unable to attend this meeting you may arrange to meet with or talk to Steve Deckert at Alliance Engineering 435-649-9467 or steve@alliance-engr.com.

We look foreword to meeting you,
The staff at Alliance Engineering Inc.

X:\Snyders Addition\dwg\PCMC\Norwood\Docs\Invitation.doc

Woodside / Norfolk Reconstruction
Community Meeting Attendance
12/11/07 6-8pm

Last Name	First Name	Street #	Phone #	Mailing Address	City	State	Zip	
Actor	Dave		435-214-5235		PC	UT		SBWRD
Barenbrugge	Michael	936 Norfolk	435-901-1761	PO Box 681613	PC	UT	84068	
Butkovich	Paul	946 Norfolk	435-649-0605	PO Box 946	PC	UT	84060	
Crosby	Carl	1465 Park Ave.	435-513-0278	PO Box 2695	PC	UT	84060	
Deckert	Steve							Alliance
DeHaan	Eric							PCMC
Demkowicz	John							Alliance
Demkowicz	Michael							Alliance
Dunlap	Jill	1117 Norfolk	435-640-3000	PO Box 991	PC	UT	84060	
Erickson	Dave	1299 Norfolk	801-943-0206	PO Box 579	PC	UT	84060	
Heringer	Shannon							Alliance
Jessup	Jon	1420 Woodside	435-901-4247	PO Box 3656	PC	UT	84060	
Keiser	Lauren	1475 Park Ave #2	435-640-3953	PO Box 681155		UT	84068	
Keller	Fred and Annette	850 Norfolk	503-274-1414	1414 SW 3rd Ave #2903	Portland	Oregon	97201	
Knudson	Gary	1301 Park Ave.	435-649-9313	PO Box 511	PC	UT	84060	
McMahon	Rob							Alliance
Mcnulty	Abby	921 Norfolk	435-659-6946	PO Box 681837	PC	UT	84068	
McReynolds	Linda	843 Norfolk	640-6234	PO Box 680723	PC	UT	84068	
Newland	Diane and Bill	1455 Woodside	435-640-8224	PO Box 1946	PC	UT	84060	
Nicholson	Val		888-786-8824	1370 East 4705 South # 3	SLC	UT	84117	Realtor
Peek	Tom	973 Woodside	435-645-5811	PO Box 4167	PC	UT	84060	
Reese	Nelson	942 Norfolk	435-655-8605	PO box 682562	PC	UT	84068	
Russell	Rick	961 Norfolk	435-649-1917	PO Box 1175	PC	UT	84060	
Schultz	Vicki and Jeff	1121 Norfolk	435-649-3112	PO Box 1817	PC	UT	84060	
Sharp	Lance	1040 Norfolk	435-649-6451	PO Box 684074	PC	UT	84068	
Steinmetz	Jom	1135 Norfolk	435-649-9149	PO Box 843	PC	UT	84060	
Thomas	Michael	1403 Park Ave.	435-649-4729	PO Box 680754	PC	UT	84068	
Thomas	Jack		435-645-7515		PC	UT	84060	

Woodside / Norfolk Reconstruction
Community Meeting Attendance
12/11/07 6-8pm

Tyler	Brad	1420 Woodside			PC	UT	84060	
Weaver	Carl	1117 Norfolk	435-640-3000	PO Box 991	PC	UT	84060	
Wright	Glenn	1415 Park Ave.	435-615-1417	PO Box 2085	PC	UT	84060	

Woodside / Norfolk Reconstruction
Community Meeting Comments
12/11/07 6-8pm

Last Name	First Name	Comments
Actor	Dave	SBWRD
Barenbrugge	Michael	I feel very strongly in favor of burying overhead utilities. Would like sidewalks but parking is more of a priority. Would like to see landscape (pop outs) to divert traffic so there isn't a straight runway type road. Important to have a gutter to direct storm water down the street and not flow onto the down hill properties. Would like to have consideration towards mine and all radiant heat drives. Would like to see final design of how the street will look. Will anything be done with 10th street between Norfolk and Woodside.
Butkovich	Paul	Final after 25 years! Gutter okay. No sidewalk. The parking whre I park would be nice to have the same as road. Plow snow to both sides.
Crosby	Carl	Looking into the possibliity of adding a parking pad in the location where we currently have some trees. Not to lose the trees but to relocate them to another location. Parking during and after construction and will we be able to park in the current no parking zone on Park Ave. during construction. How do we rezone the Park Ave. no parking zones. When I move in to my unit I called hthe city asking about overnight parking and was told it was okay. Later to see the no parking signs to appear followed by the ticket.
Dunlap	Jill	
Erickson	Dave	Chateau Apres Lodge - If road needs to widen it should be taken off the park side of the road.
Jessup	Jon	Would like gravel parking area to be replaced with concrete. I also only have 10' from the existing pavement to my garage, so would prefer if that doesn't change very much. Would also like to get a plat ammendment.
Keiser	Lauren	During construction need to be albe to park on Park Ave. overnight since no access to Woodside and garages. Currently no parking signs for 2-6am. Please give us at least a week notice tat to when work will start so have time to prepart. Try to limit amount of time without water please. We (HOA) have spoken to Eric DeHaan about our driveway water pooling problem and he said it would be helped and/or eliminated with city improvements. We need a possible grate put in to tie in with storm drain system to help with flooding. If we need as an HOA to get driveway work done at same time to fix problem we are willing. Please contact us, either myself or Keith Aran. Thank you.
Keller	Fred and Annette	Protect heated driveway and ornamental rocks. Sidewalk on uphill side. No cut outs. Preserve parking on both sides of street. We sould like utilities underground.
Knudson	Gary	Request curb on 13th street between Woodside and Prk Ave to intercept runoff onto my property. Home is lower than road flooding is a problem.

Woodside / Norfolk Reconstruction
Community Meeting Comments
12/11/07 6-8pm

Last Name	First Name	Comments
Mcnulty	Abby	Another plan at a 30% completion. A follow up meeting!! No into or public discourse at 12/11/07 meeting. Traffic calming - Cars travel too fast. Sidewalks, landscaping, parking - we have no garage, burrying utility lines, rain drainage down 8th ride - away - floods 921 Norfolk.
McReynolds	Linda	I have a lot of questions - are we hving another meeting? Sidewalks? Bury Utilities? Any landscaping elements? What will off-street parking along the street for those of us without garages look like? Willwhole street be closed entire summer or phased? Will my historic rock wall be undernimed? Keep road narrow to calm traffic? A presentation to all of us so we could hear each others questions and comments would be very helpful. I think we should explore sidewalks, parking strips on both sides of the street where applicable, a few landscaping elements to calm traffic or other ways of keeping the road not perfectly straight so crs need to slow down. If street can't take all of the above, I would forego sidewalks for parking.
Newland	Diane and Bill	Keep us posted as to what is taking place.
Nicholson	Val	Real Estate in area
Peek	Tom	Fix drainage on 10th & Norfolk. Ie. Don't send all surface water from 10th (above Norfolk) and Norfolk south of 10th.
Reese	Nelson	I want to see the power lines burried as long as the work is being done on the sewer and gutters. You have a yes vote form 946, 492, and 938. Loet get it done!
Russell	Rick	House at 955 has above - ground sump - pump outlets. Our house has downspout from balcony. I vote to bury lines.
Schultz	Vicki and Jeff	If sidewalk goes in narrowing the street, will the street then be turned into a oneway street in the winter? We would really like the power burried as long as the road is torn up, lets finish the job.
Sharp	Lance	I currently have a paved, heated driveway up to pavemtn. Would like new road, gutter, etc. to take into consideration existing heating system, avoiding tearing up if possible. Would like to put power / phone lines underground. Would like a sidewalk included in plan (uphill side).
Steinmetz	Jom	My main concern's are, in 1980 when I bought the house, the street was lower then my garage, re-paving has raised it below street, flood in spring. Right now I have phone and power off the phone pole. I like the phone pole because it is "historic" and already paid for. Should you tru to get me to pay to have under ground power put into my shack, it will be the final straw. It just really pisses me off that the historic district is, or rather has been trashed by the city, rich folks, and lawyers. Many years ago when the sistrict came about, I still remember the statement "none of these homes are really historic, but maybe as a whole they are", well ther are less then half of them left, what are you clinging to? What it comes down to is you are pretty much going to do what you want, and the people of old town will have to find some way to make you, maybe just have an itch, its had a scratch.

Woodside / Norfolk Reconstruction
Community Meeting Comments
12/11/07 6-8pm

Last Name	First Name	Comments
Thomas	Michael	Corner of 14th and Woodside (East) - put in inlet drain to divert water/snow from first garage in lift line. Can telephone pole and planter at 1415 Woodside be eliminated or moved?
Thomas	Jack	
Tyler	Brad	
Weaver	Carl	Combining heated driveways to undrground - when should we plan that work? Tearing out and replacing sidewalk - with drainage and replacement including retaining wall.
Wright	Glenn	Need to prevent storm water from entering underground garage. If possible pipe drain at garage entrance into storm drain. Okay to block North end of drain into 1415

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To: Honorable Mayor/Members of City Council
Management Team
KPCW Park Record

From: City Manager's Office

MANAGER'S REPORT - NOVEMBER 12, 2009

REMINDER: Monday, November 16:

9 a.m. Breakfast meeting in Council Chambers with School Board and County Council
7 p.m. – 9 p.m. Leadership Program in Council Chambers

1. Park City Library Wins Second Runner-Up Award for Travel Display Contest – submitted by Linda Tillson. The library won second runner up in Frommer's Library Display Contest. The prize is fifty free Frommer's travel guides of the library's choice (a value of approximately $1000). Thirty two libraries competed in the contest. The winning display and runners up can be seen at **http://www.wiley.com/WileyCDA/Section/id-301897.html.**

2. Norfolk Avenue Residential Parking - submitted by Kent Cashel. On October 15th, 2009 Staff submitted a Manager's Report to City Council that detailed a two staged action plan to address parking issues that arose after the reconstruction of Norfolk Avenue (8th-13th). The reconstruction project included a sidewalk as recommended in the 2003 Old Town Improvement Study. The new sidewalk is situated on City owned right of way upon which many residents had used for informal (often non-conforming) parking spaces.

A summary of the two stage action plan is as follows:

Stage 1 Nov 15 – April 15 2009
Provide temporary parking relief to residents, while maintaining adequate space for safe pedestrian and traffic circulation as well as emergency vehicle access.

Stage II September 14th – May 2009
Staff will gather date regarding pre and post parking demand and supply and will develop alternative solutions to mitigate parking impacts created by inclusion of a sidewalk in the project reconstruction. Staff will actively engage the neighborhood throughout this development process. Staff plans to explore a full spectrum of approaches including but

not limited to:

Regulatory changes
Residential Permit Program Changes
Capital Project

The above process is consistent with the City's (Council Adopted) Neighborhood Traffic Management Program.

Staff has formally notified Norfolk residents and begun the process of accepting applications and issuing permits for Stage 1 of the program as detailed below.

800-1000 Block (sidewalk located on the east side of street)
Street parking will be allowed on the west side of Norfolk, this is consistent with regulations throughout the residential permit zones. Parking on east side of road will be temporarily allowed (with permit) provided that parking is not on the street or sidewalk. This temporary accommodation will only be available November 15th – April 15th 2009.

1000 – 1300 Block (sidewalk located on west side of street)
Street parking will not be allowed on east side of street as there is inadequate off pavement space to allow for this. Parking will be temporarily allowed on the sidewalk located on the west side of street. This temporary accommodation will only be available November 15th – April 15th 2009.

<u>Stage 1 Parking Enforcement</u>
Some residents continue to park on the sidewalk as well as on both sides of Norfolk Avenue (while legal parking spots go unutilized). Staff is striving to accommodate residents parking needs, however to maintain adequate winter street width for the safe movement of vehicles, pedestrians, and emergency response vehicles the above regulations must be enforced.

Staff intends to begin a re-education program (written warnings) on Monday November 16th continuing thru November 29th. Following this two week re-education period parking enforcement will begin issuing citations.

3. Upper Park Avenue (South of Heber Avenue) - submitted by Brian Andersen.
This report will provide a brief overview of parking enforcement levels on Upper Park Avenue (as requested by City Council at its October 29th, 2009 City Council meeting). Upper Park Avenue is regulated under the city's residential permit program.

<u>Enforcement Levels</u>
Upper Park Avenue is scheduled for patrol by parking services officers seven days a week between the hours of 10 am to 10 pm. The number of patrols per day varies (up to three per day) during these hours. Park City Police monitor parking on Upper Park Avenue between 10pm and 10 am. Residential permit and safety regulations (fire hydrants, obstruction of traffic, blocking driveways and etc.) are enforced.

responsibility for the circumstance. Candace Erickson relayed that the transportation system not only moved people well but prompted fun and interesting interactions with riders. Joe Kernan commented on the economic, cultural and educational benefits of the Festival. Alex Butwinski asked whether Park City being the home of the Sundance Film Festival could be leveraged throughout the year. Brooks Addicott emphasized that Sundance Institute is here year-round and provides a feature film program, documentary film program, film music program, native and indigenous program and a theater program. A film series is run year-round and the summer outdoor films will be produced in conjunction with the Park City Arts Festival. Sundance works closely with other local non-profit organizations. The Mayor invited public input.

Michelle Diederick, 179 Racquet Club Drive, complained that she wasn't contacted by the City, as she requested, about this meeting. Jon Weidenhamer stated that the Racquet Club HOA was contacted. She continued that the parking guard made a huge difference and when the guard was gone, cars began to show up. She stated that she called a couple of times about cars illegally parked on the grass on the side of the road and assumed they were towed. The HOA refused to tow because it was difficult to know if cars belonged to Sundance patrons or visitors of residents. Extending the guard services would be good to keep parking under control. The Mayor encouraged her to talk with the HOA about funding the service. Ms. Diederick stated that the music from the awards party was still rattling her windows at 10 p.m. and this is something Sundance has control over and with little sleep, the trucks were there at 6:30 a.m. to dismantle. She referred to her double-feature proposal presented last year, including five showings at the Racquet Club; people would be out by 10 p.m. but the first screening would not have to begin earlier. This would reduce congestion and impacts to the whole City and should be piloted at the Racquet Club.

5. Norfolk reconstruction project. Kent Cashel explained that the reconstruction of Norfolk Avenue between 8th Street and 12th occurred in 2008. Staff has been working with residents to arrive at solutions to concerns expressed, but he emphasized that street geometrics dictate what can be accomplished on the street. In the summer of 2008, the street was reconstructed as part of the OTIS schedule, adopted in 2003, with a recommendation that a sidewalk be installed. Following construction in April 2009, staff began to receive input from the neighborhood that the parking situation was untenable and the staff began meeting with the neighborhood in August 2009 and September 2009. In October and November, the neighborhood was surveyed and data was gathered with regard to parking demand and supply. He explained that staff met with the neighborhood in November 2009 to present and hear input on alternative approaches. In March and February 2010, preliminary engineering was performed on the project and on March 29, 2010, another public input meeting was held on the recommendations. Mr. Cashel felt that the information was generally well received but concerns were raised about individual situations between 8th and 10th Streets, mainly about parking.

Kent Cashel displayed a PowerPoint presentation and reiterated that the street dimensions are important to understand because of the variety of uses. There is only 21 feet between the back of the curb and gutter and the back of the curb and gutter on the other side and five feet of that is concrete gutter, leaving16 feet of pavement. A standard car is about six feet wide and about two feet of width is needed for parallel parking and a standard travel lane should be 11 to 12 feet but 10 feet is acceptable. The width is inadequate for on-street parking and two-way traffic. He explained that Fehr & Peers studied parking trends throughout the day and between 8th and 10th Streets, the peak demand is at 22 cars and between 10th and 12th Streets, it was 16 cars. The data was supported by the number of residential parking permits issued for the area. The number of actual parking spaces is 18 spaces, and between 10th and 12th Streets, there are no legal spaces because of the sidewalk. The survey results indicated a high number preferring taking the sidewalk out and allowing parking. One-way was popular earlier in the discussions but dwindled as people began to understand the impacts. He explained that 45° angle parking actually reduces the number of spaces because of curb cuts. Limiting residential parking permits was high on the list; currently the Code allows up to five permits per residence. One option is to allow parking on the sidewalk which the consultant and staff felt was a bad idea because of potential risk management issues and conflicts with the Code. The sidewalk was not constructed for parking and will fail. Dedicating parking spaces is not practical or manageable. Mr. Cashel stated that removing the sidewalk is clearly an alternative but staff felt it is not consistent with the goal of creating a pedestrian facility. This is a classic balancing act with four competing objectives on the street, but parking needs to be remedied and the design needs to se sensitive to the Historic District and its Guidelines.

Mr. Cashel stated that staff is recommending constructing 13 parking pads between 8th and 10th Streets within the City right-of-way, removing the sidewalk between 10th and 12th Streets and moving it to the east side so there is a continuous pedestrian corridor. This will provide 18 parking spaces on the west section of the street and all of the regulatory signage will be improved so snow removal restrictions are clear. He displayed non-conforming signs, most of which are private parking signs fronting on residential properties, which may become more of an issue as parking demands increase. He admitted that the policy for sidewalks has unwittingly created the problems that we're trying to solve today. If Council supports staff's recommendation, an amendment to the parking code is required exempting the east side section of the street. The Planning Department will review the project for compliance with Historic District Guidelines. He distributed a letter from Jennifer Sutherland to members. A final decision needs to be made within a couple of weeks, so construction begins on time.

Cindy Matsumoto expressed concerns with the scope of paving in the Historic District. Matt Cassel explained that the section lies within the boundaries of the Soils Ordinance and all parking areas are required to be hard-surfaced. Although some residents are parking on gravel areas, it technically is not allowed. Ms. Matsumoto pointed out that cars are parked on gravel areas between Woodside Avenue and 8th and 12th Streets and no sidewalk was installed as part of that reconstruction. She encouraged installing pavers for parking, acknowledging that it is probably more expensive but paving over Old Town doesn't seem like a good solution. Thomas Eddington appreciated her suggestion and stated that staff is aware of the challenges of applying and meeting Historic District Guidelines and felt there are other solutions, like her suggestion to explore.

Ms. Erickson stated that the Soils Ordinance helps control parked boats and campers in yards. Liza Simpson expressed that it has been her experience that Old Town streets in the winter turn into one lane because of snow storage demands and Kent Cashel agreed that this section of Norfolk does not allow for two full travel lanes without the parking in the winter and a 21 foot street width is not excessive. Matt Cassel interjected that the master plan provides guidelines on the utilization of paved surfaces. Ms. Matsumoto reiterated her concerns about too much pavement in Old Town and pointed out the many communities who don't have sidewalks. The Mayor invited public input.

Jim Steinmetz, 1135 Norfolk Avenue, stated that gravel is not a good idea in Park City because of snow removal. There are few sidewalks in Prospector Square or Park Meadows and the speed limits are higher. Why pick on Old Town when it wasn't necessary in other parts of town where the kids are? Candace Erickson explained that sidewalks in Old Town originated with the upper Park Avenue residents who demanded sidewalks ten years ago. A sidewalk on the east side of the street is going to have six to eight feet of freefall and as a result, will require an OSHA handrail which will attract skate boarders and open the City up to liability.

Jim Hewitson, 802 Norfolk Avenue and Lehi City Public Works Director, recommended that the sidewalk be removed. It's difficult to keep pedestrians on a four foot sidewalk and out of the streets. Parking is more critical and he stated that he is willing to participate in the cost. Traffic is not traveling very fast in this section and Norfolk has traditionally had parking on both sides of the street.

Jennifer Sutherland, 812 Norfolk Avenue, explained that an 8' x 20' asphalt parking pad with a three and a half retaining wall is planned in front of her house. She didn't believe there were many problems on the street until the sidewalk was installed. The sidewalk widens the street which increases traffic speeds and prompts the need for parking pads encroaching into yard areas. The plan turns the street into patchwork of black asphalt and cement. It is uncertain if residents will clear the sidewalk in the winter and everyone has specific problems associated with their individual properties. Her front yard will turn into four feet of sidewalk, eight feet of parking pad, and a retaining wall with no buffer from the street for her four kids. There are too many uses on the street and it's logical to lose the sidewalk because of parking and excessive paving. When she moved in her house in 1999, there was parking on both sides of the street, or the downhill side was not enforced. The snowplow clears the middle of the street and everyone digs out their cars. Parking spots are worked out with neighbors. She doesn't feel like the proposal is really adding 13 spaces between 8th and 10th Streets because there is no parking on the downhill side of the street. The historic house next to her is significant and installing a parking pad there will take out two trees and distract from the historic feel of the home.

Linda McReynolds, Norfolk Avenue, stated that the street is only short four parking spaces and wondered why 13 spaces are proposed. Residents have always parked on both sides of the street between 8th and 10th Streets. She didn't feel these parking improvements are necessary and if residential permit parking is limited, it may help the situation. Norfolk residents have not asked for sidewalks. Although sidewalks are encouraged in the walkability plan, they should not be contemplated in this instance. People want the street to look nice.

Paul Butkovich, Norfolk Avenue, introduced his terrier Althea. If snow was hauled out of both sides of the street, not just the downhill side in the area, it would provide four or more parking spaces. He questioned where the snow will be stored with the installation of parking pads on properties and did not favor a sidewalk or allowing parking on the downhill side. Sidewalks are inconsistent widths and not contiguous and parking permits should be limited to two per lot. The north parking area adjacent to the Library and Education Center campus should be opened to residents for overnight parking. This should have never happened and the City should have left them alone. Althea had no input.

Catherine Matsumoto-Gray, 823 Norfolk Avenue, thanked Council and staff for inviting input and holding meetings. She agreed that if the City is only short four spaces, only nine more spaces are needed. Limiting residential parking permits may make a difference because there are only 13 houses in the section that don't have garages and driveways and one undeveloped lot. The current parking count may be realistic for long-term needs and some additional parking may be needed but not all of it. Parking enforcement is a necessary part of the plan and she had no opinion on the sidewalk.

John Helton, 933 Norfolk Avenue, preferred not having a sidewalk and allowing parking on both sides of the street. He agreed with Mr. Butkovich about hauling snow from the uphill side of the street. He pointed out areas below the east side of 10th Street were there are no residences facing the street which may be a good location for installing parking pads. He supports one-way and limiting permits to two or three if there is no garage on the property.

Casey Crawford, owner of 812 Norfolk Avenue and 1102 Norfolk Avenue, relayed that the sidewalk is not being used properly and there is no real need for one. She suggested allowing people to park on the sidewalk and not spending money to remove it. Ms. Crawford noted that in some cases, there is a need to issue a number of residential parking passes and is not okay with taking the privilege from service workers. Installing a parking pad and a retaining wall creates more problems than it solves.

John Stafsholt, 633 Woodside Avenue, deferred to Norfolk residents but agreed with Ms. Crawford comments about parking on the sidewalks.

Mayor Williams appreciated all of the comments and stated that this item will be continued. He noted that there are sidewalks in Park Meadows on busy streets and the same has been happening in Prospector. He personally felt that parking on the sidewalks is a practical solution but felt some more time is needed on this project. Liza Simpson agreed. In response to a question from the Mayor, Kent Cashel explained that the parking area by the Library is regulated because of complaints from the public and there no parking between 2 a.m. to 6 a.m. consistent with parking at other parks.

Prepared by Janet M. Scott, City Recorder

House #	Name	East	West	Type of Communication (phone, email, written, etc)	Notes	At meeting?	Off Street Parking?	# of homes with or without off-street parking	Number of Permits Issued 2009-2010	Proposed pad?
802 *	Lori Kirk	√		Email	Does not want pads, wants to keep sidewalk, don't ruin aesthetics	No	Yes. 1 garage + drive	1	2	Yes
803 *	NA		√	NA	Home looks to be unoccupied	No	Yes. 1 garage + drive	2	1	
810	Arthur Herman	√		phone, email, written	Does not want pad, wants to keep the sidewalk, don't ruin aesthetics	Yes	Yes. 1 garage + drive	3		Yes
811 *	NA		√	NA	Home looks to be unoccupied	NA	No	1		
812	Cassy	√		written	Does not want pad, keep & expand sidewalk, don't ruin aesthetics	Yes	No	1	4	Yes
812	Jenifer Sutherland	√		written	Does not want pad, keep sidewalk, don't ruin aesthetics	Yes	No	2		
823 *	Chris Gray		√	written	Does not want others parking in front of his house	Yes	No	3		
823 *	Katherine Gray		√	written	Concerned about increasing paved areas of old town, but does not care about sidewalk	Yes	No	3	2	
824 *	NA	√		NA	Rental property.	No	No	4	6	Yes
827 *	NA		√	NA	NA	No	Yes. 1 garage + drive	4	2	
830	Jim Smith	√		NA	Used as rental property	No	Yes. Parking pad	5		
835 *	Ben Bowen		√	verbal	Approves	No	Yes. 1 garage + drive	6		
834	Jim Smith	√		NA	Used as rental property	No	Yes. Parking pad	7		
843 *	Linda McReynolds		√	written	Likes the proposal. Leave her area the way it is.	No	No	8		
850	Frederick	√		verbal	Approves	No	Yes. 1 garage + drive	9	1	
860	NA	√		NA	NA	No	Yes. 1 garage + drive	10		
901 *	Joy Lee		√	verbal	Approves	No	Yes. 1 garage + drive	5		
902 *	Maria McNulty	√		Written	Approves, but concerned about potential impact about rock wall and soils/landscaping Buffering also an issue.	No	No	6	5	Yes
907	NA		√	NA	Home currently on the market	No	Yes. 2 garages + drive	11		
915 *	NA		√	NA	Home currently under construction	No	Yes. 1 garage + drive	12		
920 *	NA	√		Gave comment sheet to renter	Gave comment sheet to renter 7.16.2010	No	No	7	3	Yes
921	Abby McNulty		√	verbal	Approves	No	No	8	5	
927	NA		√	NA	Appears to be a seasonal home.	No	No	9		
928	NA	√		NA	Appears to be a seasonal home.	No	No	10	1	Yes
932	NA	√		NA	Appears to be a seasonal home.	No	Yes. 1 garage + drive	13		
933 *	NA		√	NA	Being used as a rental property.	No	No	11	4	
936	NA	√		NA	NA	No	Yes. 1 garage + drive	14		
938	Martha Wood	√		Verbal, sheet	Keep the sidewalks & leave it alone. Don't waste money. Bury utility lines.	No	Yes. 2 garages + drive	15		
942	Nelson	√		Verbal, sheet	Keep the sidewalks. Tearing them out is superfluous.	No	Yes. 2 garages + drive	16		
943	Katherine Gardner		√	Verbal	Concerned about construction impact, but does not really care	No	Yes. 2 garages + drive	17		
945 *	Katherine Gardner		√	Verbal	Concerned about construction impact, but does not really care	No	No	12		
946 *	Paul Butkovitch	√		Verbal, sheet	Does not want pads in front of home, but wants sidewalk out. Limit permits	Yes	No	13	3	Yes
950	Wickman	√		NA	NA	No	Yes. 1 garage + drive	18		
955 *	NA		√	NA	NA	No	Yes. Drive	19		
961	NA		√	NA	NA	No	Yes. 1 garage + drive	20	3	
962 *	Wickman	√		Gave comment sheet to renter	Gave comment sheet to renter 7.16.2010	No	No	14	1	
963	Na		√	NA	BA	No	Yes. 1 garage + drive	21	**43 Permits issued**	
965	NA		√	NA	NA	No		15		
1002 *	Maria McNulty	√		Written	Approves, no other comments.	No	Yes. 1 garage + drive	22		
1003 *	NA		√	NA	NA	No	No	16		
1009 *	Maren and Matt		√	Verbal, sheet	Remove Sidewalk.	No	Yes. 1 garage + drive	23		
1013	NA		√	NA	NA	No	Yes. 1 garage + drive	24		
1015	NA		√	NA	NA	No	Yes. 1 garage + drive	25		
1019	Shaun Johnson		√	Call/Verbal	Sidewalk was a great idea, but people walk in the street and parking is a priority. Maximize the width of the street. Bury power lines.	No	Yes. 1 garage + drive	26		
1021 *	NA		√	NA	NA	No	Yes. 1 garage + drive	27		
1025	Barton Bodell		√	Email	Didn't want sidewalk from the beginning, but now wants to leave as is.	No	Yes. 1 garage + drive	28		
1031	NA		√	NA	Seasonal home.	No	Yes. 1 garage + drive	29		
1034	NA	√		NA	Home currently on the market	No	Yes. 1 garage + drive	30		
1039	NA		√	NA	NA	No	Yes. 1 garage + drive	31		
1040	Susan L. Sharp	√		Email	Approves of new plan	No	Yes. 2 garage + drive	32		
1046	NA	√		NA	Rental property.	No	No	17		
1049	Joe Lair		√	Comment sheet	Approves of new plan. No specific opinions regarding the section between 8th and 10th	Yes	Yes. 2 garage + drive	33		
1055 *	NA		√	NA	NA	No	No	18		
1063 *	David Wilson		√	Comment sheet	Approves of new plan, would rather have asphalt than woodchips	Yes	No	19		
1101 *	NA		√	NA	NA	No	No	20		
1102 *	NA	√		NA	NA	No	No	21		
1105	Greg Golding		√	Called	Approves of new plan, would rather have asphalt on both east and west sides	No	Yes. 1 garage + drive	34		
1117	Craig Weaver		√	Called	Approves of new plan	No	Yes. 1 garage + drive	35		
1121	Jeff Shultz		√	Email	Approves of new plan.	No	Yes. 2 garage + drive	36		
1121	Vicki Shultz		√	Email	Approves of new plan.	No	Yes. 2 garage + drive	36		
1135 *	NA		√	NA	NA	No	Yes. 2 garage + drive	37		
							With off street parking	37		
							Without off street parking	21		
							Total homes (8-12)	**58**		

* designates a historic home (26).

	Individual Responses
	Individual For-16
	Individuals Against- 7
	Individuals that are Neutral- 5
Total # of individual who responded	**28**
	Households for- 15
	Households against- 6
	Neutral households- 4
Total respondent homes	**25**
Non-Respondent homes	
8th-10th East	10 Homes
8th-10th West	11 Homes
10th-12th East	3 homes
10th-12th West	9 Homes
Total Non-Respondent Homes	**33**
Total # of Homes	58

25 out of the 58 homes responded. This means that there was a 45% response rate.
Out of the 25 homes that responded, 15 homes were in favor of the newly proposed plan. This means that there is a 60% approval rating of those responding (or 25% of the total number of homes).

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
AUGUST 12, 2010

Present: **Mayor Dana Williams; Council members, Alex Butwinski, Candace Erickson, Joe Kernan, Cindy Matsumoto, and Liza Simpson**

Tom Bakaly, City Manager and Mark Harrington, City Attorney

1. Council questions/comments. Liza Simpson discussed the Planning Commission 4:2 vote last night approving the PC Heights pre-MPD application and indicated that Commission members shared many of the same concerns expressed by Council regarding connectivity and providing recreation amenities and commercial services within the development. The Commission strongly believes that affordable housing should be integrated with the other housing and provided good feed-back on PC Heights. Candace Erickson discussed the Recreation Advisory Board meeting where the new Recreation Center and Creekside Park projects were addressed. She reported on Mountainlands Community Housing Trust's many successes.

Alex Butwinski commented on the Planning Commission and Art Advisory Board meetings. He relayed that the HMBA has changed its branding name to the Historic Park City Association or HPCA and the group continues to productively discuss topics and arrive at unified decisions. Cindy Matsumoto reported that a letter will be sent to Summit County on the reciprocal borrowing program to keep the option open. Friends of the Library will be conducting its used book sale over Labor Day weekend. Liza Simpson stated that she attended the International Tourism Symposium at the Chamber/Bureau. She added that the Planning Commission requested an analysis of the community's affordable housing needs in consideration of the current housing market. She reminded staff that the skate park sign should be replaced with one naming it after Roger Harlan.

2. Quarterly goals. Mayor Williams guided the discussion by addressing each goal by category. There were no changes and the discussion mainly focused on clarifications.

3. Annual Open and Public Meetings Act training. Mark Harrington emphasized that the O&PM Act is the foundation of local governments and sets the threshold for publicly conducting business. (Act requirements are outlined in the meeting packet.)

Mr. Harrington pointed out that staff can provide advice but it is the individual's responsibility to completely follow state requirements and these rules are more than just a bureaucratic exercise. He spoke about balancing technical requirements with the opportunity of maintaining our sense of place and accessibility outside of a formal setting. The reasons for closing a meeting are also intended to reach a balance (litigation, personnel, property and security), recognizing that government operates as a corporation and should not be disadvantaged by being a public entity. The Act ensures that the public's business is openly conducted and balanced by qualified closed sessions which should be held when it is strategically advantageous. There is no legal requirement to discuss these things in closed and the item must be introduced publicly before taking formal action.

With regard to personnel or employee matters, Mr. Harrington explained that Council may not be able to talk about the issue publicly. He distinguished ex parte communications and the need to hold some discussions at the regular meeting which is posted, published and open to the public. Public hearings require additional notice requirements.

The City Attorney stated that the six-member Council, including the Mayor, with authorities delegated to the City Manager is a somewhat unique form of government. The Mayor can not constitute a quorum for holding a meeting but can be part of a voting majority. He discussed the practice of not more than two Council members meeting outside of a Council meeting. It is the individual's responsibility to follow the law and violations go beyond the situation by breeding discontentment with and distrust of the system. He encouraged members to contact him with questions about closed session or discussing certain matters with the public. Members are encouraged to deliberate and debate issues publicly, even in the case of appeals when a decision can be legally reached in closed session. He advised to err on the side of "*open*"; specific rules of conduct for other boards was discussed. In response to a question from Liza Simpson, Mark Harrington explained that the written approved minutes are the official record of the meeting not the recording.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
AUGUST 12, 2010

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, August 12, 2010. Members in attendance were Dana Williams, Alex Butwinski, Candace Erickson, Joe Kernan, Cindy Matsumoto, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; and Wade Carpenter, Chief of Police.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

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

Hours of operation on patios and decks - James Oleck, O'Shucks manager, expressed confusion about the time patios are required to close and information among businesses varies from 10 p.m. to 2 a.m. He understood that after midnight patrons can not smoke on a deck and establishments must send them out to the street with the potential of creating litter and noise. There is much better control of people within a business.

Mark Harrington clarified that alcohol and food are not allowed on decks after 10 p.m. but patrons can use the decks until midnight. He advised that this ordinance went through a very lengthy public process and the intent was to balance the interests of residents and businesses. There is also a public safety issue of objects being thrown from second story decks. Mr. Harrington explained that enforcement of decks and patios is considered a low priority and situations are typically handled on a complaint basis. If this issue is revisited, the residents and business owners will all be involved and the conditional use permit approved for businesses also governs hours.

Candace Erickson recalled the public input on this issue years ago where residents on Prospect Avenue testified that they could hear glasses and silverware clink from Main Street. Our quiet time starts at 10 p.m. in Park City.

Mr. Oleck added that during the summer, people want to sit outside and often leave when told to come inside by the management. He commented on the night all of the decks were shut down at 10 p.m. by the police. Chief Wade Carpenter explained that 180 marines were partying on Main Street during Arts Festival and things were getting out of control. Their Commanding Officer called the Chief and asked for assistance and the Chief made the decision to be proactive and close all decks on Main Street to avoid problems.

The Mayor indicated that the ordinance has been adopted for some time and appears to be working. He cautioned that revisiting the issue is *reopening a can of worms* and there is the possibility that residents will request that the ordinance be stricter than currently written. Alex Butwinski discussed the interest in creating energy on Main Street which is not consistent with *turning off the lights at 10 p.m*. and believed that Old Town residents chose to be in an area with a lot of activity. Mr. Oleck interjected his comments with regard to maintaining more control by keeping patrons on the premises.

Liza Simpson indicated that she was present for the prior debate and separated the discussion in two parts. She suggested that Mr. Oleck and Chief Carpenter meet so there is clarity about enforcement and the Arts Festival incident. In her opinion, the ordinance is working because Council has not been receiving complaints and business owners should be able to manage patrons. Another hearing could be scheduled in the spring on this issue, but as a whole, Ms. Simpson believes the current ordinance and enforcement practices are working.

In response to a comment from Alex Butwinski, Candace Erickson pointed out that outdoor dining is over by 10 p.m. and that time was determined through a public process with the neighborhoods and businesses. She emphasized that outdoor dining was intended to be a *bonus*. Businesses are benefitting from more space and are not being charged for it. James Oleck appreciated the clarifications. The Mayor suggested he meet with the Police Chief and if there is still interest in changing the ordinance, the Council can consider it. Joe Kernan stated that he would like to review it sometime in the winter as businesses have contacted him about this issue, acknowledging that it is a matter of balance.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF JULY 29, 2010

Candace Erickson pointed out a spelling error in the work session notes. Joe Kernan, "I move approval of the work session notes and minutes of July 29, 2010 (as corrected)". Alex Butwinski seconded. Motion unanimously carried.

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

1. Consideration of the Fourth Addendum to the Professional Services Agreement, in a form approved by the City Attorney, with Bowen Collins & Associates, for General Engineering Services in an amount of $310,229 - and

2. Consideration of a Resolution declaring Park City's vision, goals, policies, and action plan in promotion of environmental initiatives for Park City Municipal Corporation and the community and replacing Resolution No. 02-09 in its entirety – Staff recommends approval. Joe Kernan, "I move to approve Consent Agenda Items 1 and 2". Liza Simpson seconded. Motion unanimously carried.

VI ADDITIONAL DISCUSSION – AGENDA ITEMS

None.

VII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 2:30 p.m. Members in attendance were Mayor Dana Williams, Alex Butwinski, Candace Erickson, Joe Kernan, Cindy Matsumoto, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Jon Weidenhamer, Economic

Development Manager; Tom Daley, Deputy City Attorney; Michael Kovacs, Assistant City Manager; Diane Foster, Environmental Manager; Jason Christensen, Legal Intern, Kathy Lundborg, Water Manager; and Mark Harrington, City Attorney. Cindy Matsumoto, "I move to close the meeting to discuss property, personnel and litigation". Liza Simpson seconded. Motion carried unanimously. The meeting opened at approximately 4:45 p.m. Liza Simpson, "I move to open the meeting". Alex Butwinski seconded. Motion unanimously carried.

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

Prepared by Janet M. Scott

____

Janet M. Scott, City Recorder

City Council
Staff Report

Author:	**Kathy Lundborg**
Subject:	**QUINN'S WATER TREATMENT PLANT DESIGN CONTRACT AMENDMENT 4**
Department:	**Public Works**
Date:	**August 26, 2010**
Type of Item:	**Administrative**

Summary Recommendations:
Staff recommends Council authorize the City Manager to execute the Fourth Amendment to the Professional Services Agreement, in a form approved by the City Attorney, with Carollo Engineers, for the design of the Quinn's Water Treatment Plant in an amount of $402,284.

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

Topic:
Quinn's Water Treatment Plant.

Background:
In the fall of 2008, City Council authorized the City Manager to execute a Professional Services Agreement with Carollo Engineers for the design of the Quinn's Water Treatment Plant in an amount of $795,000. Originally, the water treatment plant was to have an ultimate treatment capacity of 6 MGD with only 3 MGD of equipment being installed at time of construction.

However, with modifications to the Water Master Plan, the ultimate capacity of the treatment plant was increased to 9 MGD. As the design process has progressed, City Staff and the Engineer have worked together to identify design concepts that will ensure that the treatment plant will effectively meet the current and future needs of the City. Some of these design concepts include final design of a second pump station to the Boothill (Park Meadows) pressure zone, ability to treat and discharge Judge Tunnel Water, include a laboratory and locker room in the treatment plant building, provide architecture design in accordance with the planning commission recommendations, etc. The costs associated with these changes in design scope were previously approved by City Council in Amendments No. 1-3 to Carollo's Professional Service Agreement.

Although previous amendments addressed the additional design efforts for the expanded project, the amendments did not adjust the Services During Construction scope and fee. Amendment No. 4 requests additional fee for Carollo's Services During Construction based upon the larger more expansive project. In addition, two design concepts have been identified that will allow the treatment plant to maximize use of available water sources, as well as provide for long-term planning for the treatment plant. Further discussion of the proposed scope changes are discussed in the following Analysis section. A detail scope of work is included in Exhibit A.

Analysis:
The proposed Amendment No. 4 captures additional cost for the following scope items that were added to the design:

- Metal Building Submittal – The engineer worked with the Park City Planning Commission to develop an architectural concept fitting for the treatment plant site. This design included a metal building with varying roof lines and various other design features. Previous amendments compensated the engineer for the design efforts, however, the complex design resulted in a significant increase in the level of effort required to coordinate with the building supplier during the submittal review process. This work included multiple structural reviews, coordination of column placement, panel selection, etc. This additional effort was required to ensure that the building will meet the expectations and requirements of the Planning Commission.

- Bid Period Services – The larger more complex project resulted in more effort during the bid period. The contract documents were significantly larger than was expected, which resulted in an increase in production costs. There was also an increased effort in coordinating with prospective bidders, addressing Request for Clarifications, and other bid period services.

- Services During Construction – The original scope and fee for Carollo to provide Services During Construction was reviewed upon completion of the final design documents. Upon review of the original scope of work, it was determined that the level of services included in the original scope of work was not sufficient for the expanded project.

  The design engineer will assist in addressing issues throughout construction, review technical submittals, provide start-up assistance, provide operating manuals, etc. There is significant benefit to Park City having the design engineer involved in the project throughout construction. Exhibit A includes a detailed breakdown regarding the proposed services during construction. It should be noted that credit was given for the fee was included in the original contract for the services during construction.

- Adding Judge Tunnel to the Water Treatment Plant – The existing scope of work included preliminary design of the Judge Tunnel piping within the water treatment plant. However, due to water quality concerns and the timing of the Judge Tunnel Pipeline project coinciding with the completion of the Water Treatment Plant, staff recommends that the Judge Tunnel piping be final designed and constructed as part of this project. This task allows for Carollo to complete the final design of the Judge Tunnel piping including associated equipment within the water treatment plant.

- Pretreatment and Solids Dewatering Scenarios – It is likely that a pretreatment facility and dewatering system may be required at the WTP in order to meet the water quality requirements of the pending Utah Pollutant Discharge Elimination System (UPDES) permit. This task will evaluate potential pretreatment and dewatering scenarios based upon likely requirements. Completion of this task will allow the City to better plan future improvements that will maximize use of available water sources, while meeting all water quality and regulatory requirements.

Exhibit A of the attached Amendment No. 4 provides additional information and detailed costs for the above items. Staff feels that the negotiated fee in the proposed Amendment is fair for the work that is being performed.

Future borrowing is anticipated for completion of the Rockport Water Importation Project, both in the Water Fund Financial Model as well as the 5-year CIP. As segments of the overall project are designed, bid, and constructed, the financial model is updated to reflect actual cost and deviations from prior estimates as well as the latest revenue data and projections. Therefore the timing and amounts of borrowing are adjusted as necessary. Debt for various water projects is expected to be issued at regular intervals in a manner to have the least impact on water rates as possible. The next debt issuance for water projects may be as soon as Fiscal Year End 2011. The budget for the Carollo Professional Services Agreement is part of the Quinn's Water Treatment Plant CIP, cp0240.

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

Alternatives:

A. Approve the Request:
Staff recommends Council authorize the City Manager to execute the Fourth Amendment to the Professional Services Agreement, in a form approved by the City Attorney, with Carollo Engineers, for the design of the Quinn's Water Treatment Plant in an amount of $402,284.

B. Deny the Request:
Council could deny Staff's request. Denying the request could result in a delay to the project as alternate engineering and management methods are evaluated.

C. Continue the Item:
Council could continue the request. Continuing the request could result in a delay to the project as alternate engineering and management methods are evaluated.

D. Do Nothing:
Staff does not recommend this alternative. Doing nothing would also delay the design of the time-critical project.

Significant Impacts:

The fee associated with this agreement is included in the project in the approved FY2010 and the proposed FY2011 CIP budget.

Recommendation:
Staff recommends Council authorize the City Manager to execute the Fourth Amendment to the Professional Services Agreement, in a form approved by the City Attorney, with Carollo Engineers, for the design of the Quinn's Water Treatment Plant in an amount of $402,284.

FOURTH ADDENDUM TO PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH ADDENDUM is made and entered into in duplicate this ____ day of ________________, 2010, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and CAROLLO ENGINEERS, an Arizona corporation having offices located at Salt Lake City, Utah ("Service Provider") to amend the Service Provider Agreement signed and executed by the Parties on October 2, 2008.

WITNESSETH:

WHEREAS, the parties entered into a Professional Services Agreement on October 2, 2008 (hereinafter "Original Agreement"); and

WHEREAS, both parties to the Original Agreement desire to amend the Original Agreement to include additional scope, fees and time to complete additional projects of similar scope to those described in the Scope of Services in the Original Agreement; and

WHEREAS, the parties desire to amend the Original Agreement to provide sufficient time for such performance.

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

1. **INCREASE of $402,284.** Park City shall pay Service Provider for professional services in an amount not to exceed $1,652,754, which is an increase to the Original Agreement for additional professional services. The amended Scope of Services is attached hereto as Exhibit A. .

2. **OTHER TERMS**. All other terms and conditions of the Original Agreement shall continue in full force and effect and shall not be affected by this First Addendum.

3. **ENTIRE AGREEMENT**. This Fourth Addendum is a written instrument pursuant to Paragraph 23 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by both parties.

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

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

____
Thomas B. Bakaly, City Manager

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
Mark D. Harrington, City Attorney

SERVICES PROVIDER
CAROLLO ENGINEERS
Address:

Tax ID#: ________________________

____
Signature

____
Printed name

____
Title

Corporate Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF __________________)

On this ____ day of ___________________, 2010, 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) of ________________________, Inc. by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged to me that said Corporation executed the same.

____
Notary Public

EXHIBIT A

Park City Municipal Corporation
Quinn's Junction WTP
Amendment No. 4

Scope of Work

The purpose of this Amendment No. 4 is to adjust the Final Design and Bid Period fees for additional services provided by Carollo Engineers (Engineer), to adjust the Services During Construction scope and fee to reflect the larger, more expensive project than originally assumed, and to add additional tasks.

TASKS 2 AND 3: FINAL DESIGN AND BID PERIOD SERVICES ADJUSTMENTS

The modifications for these elements are combined in this amendment because they reflect additional work that has already been completed, they could not have been estimated at the time of previous amendments, and they have been initially invoiced under the Services During Construction budget. A breakdown of the $89,000 amendment amount is provided in the attached fee estimate table.

Metal Building Submittal

Amendment 2 included scope modifications to design the concrete foundation for a metal building that would be based on a submittal from the building supplier. As this work was executed, the submittal was late, incomplete, had substantial errors, and reflected a building substantially more complicated than assumed for Amendment No. 2. As a result, significant additional design effort was required to coordinate with the manufacturer and to design around this more complicated structure. The amount of the additional effort is included in the attached fee estimate table.

Bid Period Services

The original contract and Amendments 1 through 3 did not address Bid Period Services for the larger, more complicated final project, which could not have been predicted when the contract and amendments were executed. A summary of the original contract amount, the actual amount spent, and the amendment amount is provided in the attached fee estimate table.

TASK 4: SERVICES DURING CONSTRUCTION

Due to substantial changes to the size and complexity of this project, and a more complete understanding of how construction management is being performed, the original Scope of Work for Services During Construction is hereby replaced with the Scope of Work identified below.

The Project includes the construction of a new membrane water treatment plant, including the main treatment building complete with membranes, GAC, and finished water pump station; a maintenance building; and site improvements.

The City, along with its Program Manager (Bowen Collins and Associates) has hired MWH to act as a third-party Construction Manager. It is assumed that the Construction Manager is providing the following services:

- Contract administration services, including managing all paperwork, maintaining official logs, reviewing contractor's schedule, acting as the primary interface with the Contractor.
- On-site inspector to act as the Owner's Agent during construction.
- Field-related services, including conducting weekly meetings, managing construction photos, coordination between Contractor, Owner, and Design Engineer, and coordinating testing/special inspection activities.

The construction company (Contractor) contracted by the City to construct the project will have sole responsibility for planning, directing, scheduling, providing, and managing the manpower, equipment, material, and safety necessary for construction.

Engineer is providing Services During Construction as identified below. The estimated fees associated with this effort are provided in the attached fee estimate table. The Engineer's effort reflected in the fee estimate is assumed based on the final size and complexity of this project, and the assumed services provided by Construction Manager. As the project progresses, the level of effort provided by Engineer and the appropriateness of the fee estimate will be monitored and coordinated with the City and the Program Manager, and may require modification.

Task 4.1 - Project Management and Technical Services

Provide Project Manager to administer and guide the execution of the construction administration services. Provide administrative assistance to maintain separate logs to track paperwork between Construction Manager and Engineer, and between internal reviewing engineers.

Task 4.2 – Construction Meetings

Project Manager or representative will attend the preconstruction meeting and weekly construction meetings with Contractor, Construction Manager, Program Manager and City representatives. It is assumed that the Construction Manager is conducting the meeting and developing meeting minutes. The assumed hours are based on weekly meetings for 15 months, each lasting 4 hours.

Task 4.3 – Project Closeout

Assist the City and Construction Manager with implementing project closeout procedures required by the Contract Documents. Assist the City to assess the satisfactory completion of contract and change order work and to perform a final project walk-through that will assist preparation of the final punch list.

Task 4.4 – Periodic Site Visits

The assumed hours in the fee estimate are based on a weekly site visit lasting 4 hours, plus an additional monthly site visit by a discipline lead.

Task 4.5 – Office Engineer Services

Engineer will provide the following office engineering services by the design team during construction. The Construction Manager will determine which submittals, RFIs, and other documentation will be reviewed by Engineer. Engineer will review documentation provided by the Construction Manager, and will return review comments to the Construction Manager. Engineer may have informal, non-binding discussions with the Contractor to the benefit of the project, but will keep the Construction Manager, Owner, and Program Manager informed about these discussions. Any item of substance as a result of these informal meetings will result in formal paperwork. It is understood that the Construction Manager may review any or all documents without input from Engineer. It is Carollo's preference to review all construction documents, as it provides an additional and final opportunity for the design team to verify that the equipment will function properly with the other supplied equipment to meet the design intent prior to purchasing the equipment.

- Submittal Review. Review technical information, samples, and shop drawings of materials and equipment, submitted by the Contractor and transmitted to Engineer by the Construction Manager, for conformance with the Contract Documents.
- Clarifications. Respond to Requests for Clarifications (RFCs)/Requests for Information (RFIs)/Deviations Requests from the Contractor transmitted to Engineer by the Construction Manager. Prepare elementary sketches, if required, to clarify the design.
- Substitutions. Evaluate material and equipment substitutions that may be proposed during construction and which are transmitted to Engineer for review.
- Change Orders. Engineer will prepare Request for Proposals for potential changes to the Contract Documents and provide to the Construction Manager who will distribute to the Contractor. Engineer will assist the Construction Manager, Owner, and Program Manager in reviewing change orders as requested by the Construction Manager.
- Control Logic/Programming Meetings. Engineer's process and instrumentation engineers will review programming logic, and attend implementation workshops/meetings/site visits with Contractor's instrumentation and control system supplier as required by the Contract Documents. Review software testing and startup of PLCs and HMIs.

Task 4.6 – Record Drawings

Prepare original set of record Drawings to incorporate modifications of Drawings resulting from change orders, observed site conditions, and actual construction as recorded and prepared by Contractor and monitored by the Construction Manager throughout the course of the project. The Construction Manager, having been on site throughout the entire construction, will interpret the Contractor's markups and provide a marked up set of documents to Engineer that can be provided to a CAD designer with no additional interpretation by Engineer. The CAD drawing file will be revised to reflect major changes that occurred during construction and will be delivered to the City in PDF and Microstation format. It is assumed that the City will provide any necessary printing.

Task 4.7 – Operations Manual

Operations Manuals/Standard Operating Instructions. Engineer will develop a written Operations Manual for the new facilities. The Operations Manual is assumed to have the following sections, and will be provided in Word and searchable PDF formats.

1. Introduction
2. Water Sources
3. Pump Room – Raw Water Inlet
4. Membrane Room
5. Solids Processing
6. GAC Contactor
7. Pump Room – High Service Pumps
8. Clearwell
9. Chemical Room
10. Maintenance
11. Process Water and Air System
12. Safety
13. Staffing

Task 4.8 – Startup Assistance and Training

Engineer will provide technical assistance during equipment testing and startup as requested by the Owner or Construction Manager to aid the transition from the construction phase to the operations phase. The following six-hour training courses will be presented to the City operations and engineering personnel. The Membrane training will supplement the manufacturer-supplied training and is assumed to be co-presented with the manufacturer.

1. Raw water supply and chemical feed
2. Membrane filtration
3. GAC and Solids Handling

TASK 5: ADDING JUDGE TUNNEL SUPPLY TO QUINNS WTP

Engineer will assist the City and Program Manager in identifying Judge tunnel flow scenarios, evaluating hydraulics, and configuring flow control strategies. Engineer will work with the City and Snyderville Basin Water Reclamation District to estimate the impact of Judge tunnel on metals discharges to the sanitary sewer associated with solids handling, and to complete the required pretreatment questionnaire. Engineer will develop Requests for Proposals that identify the piping, instrumentation, and electrical modifications required to bring Judge Tunnel water into Quinns Junction. The electrical and instrumentation modifications are assumed to be in a separate document from the piping modifications so that piping modifications can be provided more quickly to the Contractor.

TASK 6: PRETREATMENT AND SOLIDS DEWATERING SCENARIOS

Engineer will provide planning level information for the scenarios identified below to assist the City and the Program Manager in evaluating potential alternatives to address future pretreatment or mechanical dewatering. The information will include approximate footprint, capital costs, and operations and maintenance costs for a typical scenario. A detailed alternatives analysis is beyond the scope of this task, and additional investigation and evaluation will be required prior to implementing any of these scenarios. The deliverable for this task includes a brief summary memo, including simple figures, brief descriptions, and cost tables.

- Judge Pretreatment (2,500 gpm): the purpose of this pretreatment would be to treat for zinc and cadmium. The assumed treatment includes raising the pH to 10,5, adding ferric sulfate, high rate settling, lowering the pH, and mechanical dewatering.
- Spiro Pretreatment (3,800 gpm): the purpose of this pretreatment would be to treat for zinc and cadmium. The assumed treatment is identical to Judge pretreatment, however, substantially higher hardness impacts the size and cost of the facility.
- Combined Judge and Spiro (6,300 gpm)
- Prospector Park (80 gpm): the purpose of this pretreatment would be to treat this discharge so that it could meet anticipated NPDES discharge regulations for the creek. The City will provide anticipated water quality and discharge targets. It is assumed that this smaller treatment facility will be treating water with a higher level of contamination, and may be a small package plant or large point of use system.
- Round Valley Pretreatment (9 mgd): the purpose of this pretreatment would be to treat for potential algae and other water quality impacts associated with the relatively shallow, potential Round Valley Reservoir. The assumed treatment is dissolved air flotation without the use of polymers, and including mechanical dewatering.
- Solids Dewatering for Quinns WTP: the purpose of this solids dewatering would be to replace the sewer discharge that is currently being constructed. This could be required if the actual operating experience of treating Judge Tunnel results in excessive metals loading to the sanitary sewer.

Exhibit A (Cont)

Park City Municipal Corporation

Quinn's Junction Water Treatment Plant

Fee Estimate for Services During Construction

Amendment No. 4

20-Jul-10

TASK DESCRIPTION	LABOR HOURS							Total Labor Hours	Total Labor Costs	PECE ($9/hr)	Subs	Other Direct Costs	TOTAL
	Craig Ashcroft	Alan Domonoske Project Manager	Lead Engineers (Dave, Jeff, Mostafa)	Project Engineers (Jeremy, Matt, Dan)	Staff Engineers	Designer	Clerical / WPs						
Tasks 2 and 3: Final Design and Bid Period Services Adjustments													
Metal Building Submittal													$ 48,200
Actual Bid Period Services													$ 62,800
									Original Bid Period Services (already in contract)				***$ (22,000)***
Subtotal													**$ 89,000**
Task 4: Services During Construction													
Task 4.1 Project Management	8	68		8			40	124	$19,124	$1,116			$ 20,240
Task 4.2 Construction Meetings	8	240						248	$47,168	$2,232		$1,500	$ 50,900
Task 4.3 Project Closeout	2	8					10	20	$2,764	$180			$ 2,944
Task 4.4 Periodic site visits	8	240	60					308	$58,508	$2,772		$3,000	$ 64,280
Task 4.5 Office Engineering Services													
Shop Drawing/Submittal Review		100	100	200	200			600	$94,400	$5,400			$ 99,800
Clarifications		25		40	50			115	$17,295	$1,035			$ 18,330
Substitutions		12		20	25			57	$8,553	$513			$ 9,066
Change Orders		18		60	25	12		115	$17,651	$1,035			$ 18,686
Control Logic/Programming Support				120				120	$18,960	$1,080		$100	$ 20,140
Task 4.6 Record Drawings	4	20	30			200		254	$37,754	$2,286			$ 40,040
Task 4.7 Operations Manuals	4	30	60	90	60	16	30	290	$44,226	$2,610			$ 46,836
Task 4.8 Start-Up Assistance and Training	4	60	40	60				164	$29,284	$1,476			$ 30,760
								Current Contractural Amount for Task 4 (already in contract)					***$ (164,350)***
Subtotal	**38**	**821**	**290**	**598**	**360**	**228**	**80**	**2,415**	**$395,687**	**$21,735**	**$0**	**$4,600**	**$ 257,672**
Task 5: Adding Judge Tunnel to Quinns WTP													
Judge Tunnel Flow scenarios		6		16				22	$3,662	$198			$ 3,860
Hydraulics evaluation/coordination		8		12				20	$3,408	$180			$ 3,588
Metals/pretreatment questionnaire	2	16		42				60	$10,112	$540			$ 10,652
Piping modifications		8		16		30		54	$8,150	$486			$ 8,636
Instrumentation modifications				16		16		32	$4,720	$288			$ 5,008
Subtotal	**2**	**38**	**0**	**102**	**0**	**46**	**0**	**188**	**$30,052**	**$1,692**	**$0**	**$0**	**$ 31,744**
Task 6: Pretreatment and solids dewatering scenarios													
Judge		8		12		4		24	$3,956	$216			$ 4,172
Spiro		4		8				12	$2,020	$108			$ 2,128
Combined Judge and Spiro		4		8				12	$2,020	$108			$ 2,128
Prospector park		4		12				16	$2,652	$144			$ 2,796
9 mgd Round Valley		8		12		4		24	$3,956	$216			$ 4,172
Solids Dewatering		8		12		4		24	$3,956	$216			$ 4,172
Summary memo		8		12			8	28	$4,048	$252			$ 4,300
Subtotal	**0**	**44**	**0**	**76**	**0**	**12**	**8**	**140**	**$22,608**	**$1,260**	**$0**	**$0**	**$ 23,868**
TOTALS	**40**	**903**	**290**	**776**	**360**	**286**	**88**	**2,743**	**$448,347**	**$24,687**	**$0**	**$4,600**	**$ 402,284**
	$226	**$189**	**$189**	**$158**	**$125**	**$137**	**$80**						

City Council Staff Report

Subject: China Bridge Repairs and Waterproofing Contract
Author: Brian Andersen
Department: Public Works
Date: August 26, 2010
Type of Item: Administrative

Summary Recommendations:
Award a contract to Commercial Restoration Services to repair existing deck coatings, concrete, drains, and expansion joints and to install a traffic bearing coating on each of the unprotected suspended floors of the China Bridge Parking Structure in an amount not to exceed $265,489.

Topic/Description:
China Bridge Repairs and Waterproofing

Background:
The China Bridge Parking Structure was completed in the fall of 1986. It is a combination cast-in-place and post-tensioned (PT) structure. In the summer of 1998 Reaveley Engineers performed a limited structural analysis, and as a result a traffic bearing coating was applied in fall of 1999 to the suspended levels of the parking structure to inhibit further chloride intrusion.

In 2006 the parking structure addition was completed. During construction concrete additives and sealants were incorporated into the project to protect the reinforcing elements (rebar and PT cables) from chloride intrusion.

In fall 2008 the City contracted with Carl Walker Parking Consultants to perform an appraisal on the entire structure to determine overall condition. Core samples were taken to determine the degree of chloride penetration into the concrete. The old structure samples verified higher than threshold values at all concrete depths, including depths of reinforcement elements where concentrations varied from 889 to 2407 ppm. The installed deck coatings have slowed the corrosion process in the old portion of the structure, but the study recommends regular inspections and maintenance to maximize remaining service. Part of the maintenance includes repairs to the deck coatings, drains, and post-tensioned cables.

In the new portion of the structure, the study indicated core sampling with higher than expected levels of chloride intrusion into the concrete for such a new structure, indicating the need for additional protection. At penetrations of 1-2 inches concentrations varied from 751 to 2613 ppm. At 2-3 inches (normal reinforcing element depth) the range was 142 to 243 ppm.

The concern is these values exceed or hover near the "threshold of corrosion", which occurs around 350 to 550 parts per million (ppm).

With higher than expected levels of chloride intrusion in the new structure the concern is protection of reinforcing elements from corrosion. Corrosion requires three elements: air, moisture, and metal. The normal method to arrest corrosion in a built parking structure is to reduce or eliminate the water. The preferred alternative recommended by the study is installing a urethane traffic bearing coating, repair to expansion joints and drains, and replacement of aged deck coatings.

Analysis:
The study identified the following areas for immediate concern:

- Air ventilation system (completed - new fans installed)
- Post-tensioned repairs (ongoing - visible broken cables repaired)
- Waterproofing elements
- Concrete repairs

Staff advertised a request for proposals earlier this month. Specified in the RFP was a urethane coating similar to that installed in the old China Bridge which has performed well to slow the progress of corrosion.

Four companies responded to the RFP: Commercial Restoration Services, Gerber Construction, Specialty Systems Inc, and Walton Concrete Protection & Restoration. Proposals were ranked by a team of staff from Public Works and Engineering departments. Commercial Restoration Services was the most responsive and indicated the lowest overall cost:

	New coating unit cost / sq ft	Coating repair unit cost / sq ft	Expansion joint repairs / lineal ft	Raise drains in Old CB (each)	Total Cost
CRS	$2.61	$2.69	$159.87	$104.73	**$265,489**
Gerber	$3.50	$6.00	$80-105	Did not provide	Did not provide
SSI	$2.00	$2.00	$143	Did not provide	$372,895
Walton	$2.95	$2.95	$128.5	Did not provide	$271,400

Commercial Restoration Services provided the most responsive proposal. They have the experience to complete the job on time and within budget. Installing before the construction season ends this fall is necessary. This project is budgeted and completely funded within the CP0203-031489 capital projects fund for special event parking which includes funding for some China Bridge maintenance projects of this nature.

Replacement of coatings in the old structure was recommended by the study, but only repair is budgeted at this time. With the repairs to the existing deck coating as part of this procurement, it is believed replacement of the existing deck coating will not be needed for the next several years.

Department Review:
This report has been reviewed by Budget, Building/Engineering, Capital Projects, Legal and Public Works departments. The contract has been reviewed by Legal as part of the procurement process.

Alternatives:

A. **Approve:** Award a contract to Commercial Restoration Services to repair existing deck coatings, concrete, drains, and expansion joints and to install a traffic bearing coating on each of the unprotected suspended floors of the China Bridge Parking Structure in an amount not to exceed $265,489. This is staff's recommendation.

B. **Deny:** This action would delay repairs to a later date and increase the potential for more costly repairs.

C. **Modify:** This action could be used if Council determined changes to the scope of the repairs were warranted.

D. **Continue the Item:** Delaying the item could result in more costly repairs in the future.

E. **Do Nothing:** This option could result in costly future repairs to the parking structure.

Significant Impacts:
There are indications corrosion is evident in the PT cables in the old structure. Repairs to these cables are costly and cause inconvenience to deck use. A traffic coating and repairs are necessary to maintaining the structural adequacy of the parking structure and prevent costly repairs. This project is budgeted and completely funded within the CP0203-031489 capital projects fund for special event parking which includes funding for some China Bridge maintenance projects of this nature.

Consequences of not taking the recommended action:
Additional intrusion of corroding elements will result, ultimately leading to structural issues with the parking structure. Costly repairs will be required in the future.

Recommendation:
Award a contract to Commercial Restoration Services to repair existing deck coatings, concrete, drains, and expansion joints and to install a traffic bearing coating on each of the unprotected suspended floors of the China Bridge Parking Structure in an amount not to exceed $265,489.

Scope:

Mobilization, Demobilization, General Requirements and Engineering Fees

1. Approximate time and material costs to mobilize and demobilize for the project
2. Barricades
3. Signage
4. The costs of necessary permits and any required special inspections have not been included as these costs and requirements cannot be assessed until a contract has been entered into. These costs will be added as a change order on a time and material basis if they are required.

Price: $7,838.00

Engineering Fees

1. Cost of approximate anticipated engineering fees.

Price: $2,200.00

Striping

1. Costs to stripe the areas of the parking structure where work is performed back to the current layout.

Price: $2,750.00

(Alternate Option) Payment and Performance Bonds

1. Cost of Payment and Performance Bonds.

Price: $2,000.00

South Structure

Adhesion Test Areas:

We are condfident that the Neogard will adhere to the existing coating however to confirm that fact we will complete adhesion tests per the manufacturers written procedure to confirm this expectation and are currently in the process of competing these tests at this time. In our vast experience we have had great success with the Neogard Traffic Coating adhering to many types of coating systems.

1. Powerwash and solvent wipe four separate areas to test for proper adhesion of the Neogard Waterproofing system to the existing coating systems in existence at the structure.
2. Install Neogard Autogard waterproofing membrane system at the above mentioned areas to ensure that the proposed system will properly adhere to the existing waterproofing membrane system.
3. If the adhesion tests are successful and the Neogard Autogard system properly bonds to the existing coating, the test areas will be incorporated into the remainder of the waterproofing system. If the adhesion tests are unsuccessful there may be additional costs for the removal of the existing waterproofing membrane systems in order to ensure that the Neogard Autogard system will properly bond to the balcony decks and ramp.

S4 Concrete Repairs at the East Entry (5 Square feet).

1. Cut and chip, approximately 5 square feet of delaminated concrete to a maximum anticipated depth of 2" at the east entrance to level S4 of the parking structure.
2. Mechanically clean and coat any exposed reinforcing bar with a corrosion inhibiting primer. Reinforcing bar close to the surface may need to be removed for the proper installation of the concrete.
3. Sikaquick 1000 high quality patching concrete to approximately 5 square feet of area at a maximum anticipated depth of 2" where the delaminated concrete was removed.
4. This repair includes the installation of concrete into the voids left where the old guardrails were removed.

Price: $684.00 or (136.72 per square foot)

S4 Coating repair with the Neogard Autogard Traffic Coating Membrane System (2,065 Square feet)

1. Powerwash and solvent wipe approximately 2,065 square feet of area on parking level S4 in preparation to receive the Neogard membrane system.
2. Install approximately 2,065 square feet of Neogard Autogard Traffic Coating Membrane system on parking level S4. The Neogard traffic coating membrane system is comprised of three separate coats consisting of a base coat, an intermediate coat with aggregate, and an ultra violet resistant top coat.

Price: $5,032.00 or ($2.44 per square foot)

S3 Concrete Repairs (320 Square feet).

1. Cut and chip, approximately 320 square feet of delaminated concrete to a maximum anticipated depth of 2" at various locations on level S3 of the parking structure.
2. Mechanically clean and coat any exposed reinforcing bar with a corrosion inhibiting primer. Reinforcing bar close to the surface may need to be removed for the proper installation of the concrete.
3. Sikaquick 1000 high quality patching concrete to approximately 320 square feet of area at a maximum anticipated depth of 2" where the delaminated concrete was removed.

Price: $9,084.00 or ($28.39 per square foot)

S3 Coating repair with the Neogard Autogard Traffic Coating Membrane System (1,900 Square feet)

3. Powerwash and solvent wipe approximately 1,900 square feet of area on parking level S3 in preparation to receive the Neogard membrane system.
4. Mechanically prepare and prime approximately 320 square feet of area where the concrete repairs were completed in preparation to receive the traffic coating membrane system.
5. Install approximately 1,900 square feet of Neogard Autogard Traffic Coating Membrane system on parking level S3. The Neogard traffic coating membrane system is comprised of three separate coats consisting of a base coat, an intermediate coat with aggregate, and an ultra violet resistant top coat. This square footage includes approximately 640 square feet of area where the waterproofing membrane system will be installed over the concrete repairs completed on this level.

Price: $6,036.00 or ($3.18 per square foot)

S3 Concrete column repair (35 square feet).

1. Install four shore poles around seven total columns. This shoring will be installed at three levels from S3 down to S1 around the seven total columns (48 total shore poles). If a different shoring system is required or engineering or calculations for a shoring system are required there may be additional costs for this proposal.
2. Cut, chip and repair approximately 35 square feet of area around seven columns at a maximum anticipated depth of 2 inches with Sika 123 vertical repair mortar. We are basing this repair upon the expectation that the concrete repairs are superficial in nature and will only require concrete patching. The engineer of record will need to assess the condition of the columns once the demolition has been completed and provide a repair solution if the damage is more severe or if it appears structural in nature. Any additional costs for the engineering and execution of any such repair if necessary will be billed on a time and material basis as a change order to any contract entered into

Price: $3,726.00 or ($106.44 per square foot)

S2 Concrete Repairs (300 Square feet).

1. Cut and chip, approximately 300 square feet of delaminated concrete to a maximum anticipated depth of 2" at various locations on level S2 of the parking structure.
2. Mechanically clean and coat any exposed reinforcing bar with a corrosion inhibiting primer. Reinforcing bar close to the surface may need to be removed for the proper installation of the concrete.
3. Sikaquick 1000 high quality patching concrete to approximately 300 square feet of area at a maximum anticipated depth of 2" where the delaminated concrete was removed.

Price: $8,807.00 or ($29.36 per square foot)

S2 Coating repair with the Neogard Autogard Traffic Coating Membrane System (1,920 Square feet)

1. Powerwash and solvent wipe approximately 1,920 square feet of area on parking level S3 in preparation to receive the Neogard membrane system.
2. Mechanically prepare and prime approximately 300 square feet of area where the concrete repairs were completed in preparation to receive the traffic coating membrane system.
3. Install approximately 1,920 square feet of Neogard Autogard Traffic Coating Membrane system on parking level S2. The Neogard traffic coating membrane system is comprised of three separate coats consisting of a base coat, an intermediate coat with aggregate, and an ultra violet resistant top coat. This square footage includes approximately 600 square feet of area where the waterproofing membrane system will be installed over the concrete repairs completed on this level.

Price: $5,160.00 or ($2.69 per square foot)

Drain grating covers

1. Install new grating covers to bring the level of seven existing drains on S3 and S2 even with the concrete. Provisions for installing new brackets, mounting accessories or cutting the existing concrete if necessary have not been provided and if required may increase the costs of this proposal.

Price: $733.00 or ($104.73 each)

Total Price for the South Parking Structure Repairs: $39,262.00 (Does not include the cost of mobilization/demobilization and general requirements.)

North Structure

N4 Coating and repair with the Neogard Autogard Traffic Coating Membrane System (6,011 Square feet)

1. Powerwash and solvent wipe approximately 6,011 square feet of area on parking level N4 at the turning radii and where the coating is worn in preparation to receive the Neogard membrane system.
2. Mechanically prepare approximately 2,120 square feet of elevated walkway on the east side of the structure.
3. Rout and caulk approximately 1,000 lineal feet of existing and anticipated cracks at the elevated walkway.
4. Install approximately 6,011 square feet of Neogard Autogard Traffic Coating Membrane system on parking level N4 and the elevated walkway leading to city hall (Approximately 2,120 square feet of area). The Neogard traffic coating membrane system is comprised of three separate coats consisting of a base coat, an intermediate coat with aggregate, and an ultra violet resistant top coat.
5. Reset approximately 15 total car stops with urethane caulk.

Price: $16,927.00 or ($2.82 per square foot)

N3 Neogard Autogard Traffic Coating Membrane System (13,438 square feet)

1. Mechanically prepare/clean approximately 13,438 square feet of area.
2. Caulk and overband approximately 31 lineal feet of control joints.
3. Caulk and overband approximately 353 total lineal feet of area at the perimeters of the structure and columns.
4. Install approximately 200 square feet of urethane mortar leveling course at a maximum anticipated depth of ¼" to level out the spalled and pitted area between the garage accesses from level N4 to level N3.
5. Install approximately 13,438 square feet of a three coat Neogard Autogard Traffic Coating Membrane system per the manufacturers installation requirements. The Neogard Traffic Coating Membrane system is comprised of a primer, base coat, intermediate aggregate wearing coat and an ultra violet resistant top coat. The deck coating system shall extend approximately 4" up the vertical surfaces directly adjacent to the areas to be deck coated
6. Enclosed areas such as stair enclosures, escalator access enclosures, and mechanical rooms have not been included in the square footage of area to be coated. If these areas are required to be coated there may be additional costs for this proposal.
7. Does not include routing and caulking of cracks encountered. Please see below for the recommended allowance cost to rout and caulk cracks.

Price: $ 35,122.00 ($2.61 per square foot.)

(Optional Alternate) N3 Neogard Autogard Additional wearing course at ramps and turning radii (5,722 square feet)

1. Install approximately 5,722 square feet of additional intermediate wearing course with aggregate in the drive lanes of the parking structure's ramps and at the turning radii. The installation of this additional wearing course is recommended and can help prolong the life of the coating in these high wear areas

Price: $ 3,997.00 or an additional ($0.70 per square foot.)

N2 Neogard Autogard Traffic Coating Membrane System (23,146 square feet)

1. Mechanically prepare/clean approximately 23,146 square feet of area.
2. Caulk and overband approximately 62 lineal feet of control joints.
3. Caulk and overband approximately 629 total lineal feet of area at the perimeters of the structure and columns.
4. Install approximately 23,146 square feet of a three coat Neogard Autogard Traffic Coating Membrane system per the manufacturers installation requirements. The Neogard Traffic Coating Membrane system is comprised of a primer, base coat, intermediate aggregate wearing coat and an ultra violet resistant top coat. The deck coating system shall extend approximately 4" up the vertical surfaces directly adjacent to the areas to be deck coated
5. Enclosed areas such as stair enclosures, escalator access enclosures, and mechanical rooms have not been included in the square footage of area to be coated. If these areas are required to be coated there may be additional costs for this proposal.
6. Does not include routing and caulking of cracks encountered. Please see below for the recommended allowance cost to rout and caulk cracks.
7. There is an approximate area of 504 square feet on the West portion of N2 that appears to be in good overall condition. Due to this fact we have not included this area to be coated in the square footage as outlined above.

Price: $ 56,227.00 ($2.43 per square foot.)

(Optional Alternate) N2 Neogard Autogard Additional wearing course at ramps and turning radii (8,652 square feet)

1. Install approximately 8,652 square feet of additional intermediate wearing course with aggregate in the drive lanes of the parking structure's ramps and at the turning radii. The installation of this additional wearing course is recommended and can help prolong the life of the coating in these high wear areas

Price: $ 5,910.00 or an additional ($0.68 per square foot.)

N1 & NG levels Neogard Autogard Traffic Coating Membrane System (26,238 square feet)

1. Mechanically prepare/clean approximately 26,238 square feet of area.
2. Caulk and overband approximately 62 lineal feet of control joints.
3. Caulk and overband approximately 629 total lineal feet of area at the perimeters of the structure and columns.
4. Install approximately 26,238 square feet of a three coat Neogard Autogard Traffic Coating Membrane system per the manufacturers installation requirements. The Neogard Traffic Coating Membrane system is comprised of a primer, base coat, intermediate aggregate wearing coat and an ultra violet resistant top coat. The deck coating system shall extend approximately 4" up the vertical surfaces directly adjacent to the areas to be deck coated
5. Enclosed areas such as stair enclosures, escalator access enclosures, and mechanical rooms have not been included in the square footage of area to be coated. If these areas are required to be coated there may be additional costs for this proposal.
6. Does not include routing and caulking of cracks encountered. Please see below for the recommended allowance cost to rout and caulk cracks.

Price: $ 63,247.00 ($2.41 per square foot.)

<u>(Optional Alternate) N1 & NG Neogard Autogard Additional wearing course at ramps and turning radii (8,734 square feet)</u>

1. Install approximately 8,734 square feet of additional intermediate wearing course with aggregate in the drive lanes of the parking structure's ramps and at the turning radii. The installation of this additional wearing course is recommended and can help prolong the life of the coating in these high wear areas

Price: $ 5,918.00 or an additional ($0.68 per square foot.)

<u>(Optional Alternate) N1 & NG Recoat existing coating with the Neogard Autogard waterproofing membrane system (1,680 square feet)</u>

1. Powerwash and solvent wipe approximately 1,680 square feet of area on parking level S4 in preparation to receive the Neogard membrane system.
2. Install approximately 1,680 square feet of Neogard Autogard Traffic Coating Membrane system on the west side of parking level N1. The Neogard traffic coating membrane system is comprised of three separate coats consisting of a base coat, an intermediate coat with aggregate, and an ultra violet resistant top coat.

Price: $5,146.00 or ($3.06 per square foot)

<u>N4/S4 Expansion Joint Replacement</u>

1. Remove approximately 26 lineal feet of failed expansion joint at the drive connecting N4 and S4.
2. Cut and chip approximately 26 lineal feet of existing concrete for a new shoulder for the installation of one new Emseal TM-2.5 expansion joint. We anticipate that the existing throat is in good overall condition and that no concrete repairs will need to be completed to this area for the proper installation of the new expansion joint. If such repairs are necessary there may be additional costs for the installation of the new expansion joint.
3. Install approximately 26 lineal feet of new Emseal TM-2.5 expansion joint where the existing joint was removed.
4. Install a two part urethane mortar system to the northern parking structure to bring the level of the existing structure up to the same height as the southern parking structure. This mortar system is to be a maximum of 1" thick tapering down to the level of the deck and will be approximately 2' wide by the length of the joint.

Price: $4,156.00 or ($159.87 per lineal foot.)

<u>N3/S3 Expansion Joint Replacement</u>

1. Remove approximately 26 lineal feet of failed expansion joint at the drive connecting N3 and S3.
2. Cut and chip approximately 26 lineal feet of existing concrete for a new shoulder for the installation of one new Emseal TM-2.5 expansion joint. We anticipate that the existing throat is in good overall condition and that no concrete repairs will need to be completed to this area for the proper installation of the new expansion joint. If such repairs are necessary there may be additional costs for the installation of the new expansion joint.
3. Install approximately 26 lineal feet of new Emseal TM-2.5 expansion joint where the existing joint was removed.
4. Install a two part urethane mortar system to the northern parking structure to bring the level of the existing structure up to the same height as the southern parking structure. This mortar system is to be a maximum of 1" thick tapering down to the level of the deck and will be approximately 2' wide by the length of the joint.

Price: $4,156.00 or ($159.87 per lineal foot.)

N2/S2 Expansion Joint Replacement

1. Remove approximately 26 lineal feet of failed expansion joint at the drive connecting N2 and S2.
2. Cut and chip approximately 26 lineal feet of existing concrete for a new shoulder for the installation of one new Emseal TM-2.5 expansion joint. We anticipate that the existing throat is in good overall condition and that no concrete repairs will need to be completed to this area for the proper installation of the new expansion joint. If such repairs are necessary there may be additional costs for the installation of the new expansion joint.
3. Install approximately 26 lineal feet of new Emseal TM-2.5 expansion joint where the existing joint was removed.
4. Install a two part urethane mortar system to the northern parking structure to bring the level of the existing structure up to the same height as the southern parking structure. This mortar system is to be a maximum of 1" thick tapering down to the level of the deck and will be approximately 2' wide by the length of the joint.

Price: $4,156.00 or ($159.87 per lineal foot.)

Coating Touchup (North and South Structures).

1. Touchup ripped, torn and damaged areas of coating at various locations throughout the Northern and Southern portions of the parking structure.

Price: $2,154.00

Rout and Caulk Expansion Joint Around elevator.

1. Rout and caulk approximately 160 lineal feet of failed and existing caulking around the expansion joint at the elevator on levels N4 through N. The joint does not appear to need replacement at this time.

Price: $668.00 ($4.61 per lineal foot)

Northern Parking Structure Allowance for Caulking and overbanding of cracks wider than 1/16" (1,000 lineal feet allowance)

1. Rout, caulk and overband with coating per the manufacturers written application procedures cracks wider than 1/16" which are anticipated to be exposed after all three are mechanically prepared/ cleaned. It is often difficult to anticipate the lineal footage of cracks that will be exposed until the mechanical preparation has been completed. This amount and pricing may be adjusted up or down depending on the amount of cracks that are exposed after mechanical preparation.

Price: $3,655.00 or ($3.66 per lineal foot)

Total Price for the North Parking Structure Repairs and caulking allowance: $190,468.00 (Does not include the optional allowances, General Conditions, Mobilization/Demobilization, Striping and Engineering fees.)

Total Price for the North and South Parking Structure Repairs: $242,518.00

(Includes General Conditions, Mobilization/Demobilization, Striping and Engineering fees. Does not include the optional allowances.)

Schedule: All work is priced for the 2010 season. Provisions for separating the scopes of work listed above have not been provided and if required may increase the unit and overall costs of the project. Level and north/south parking structure breakouts are only intended to be used to assess the overall condition of the parking structure at each level.

Clarifications:

1. It was not evident if there were any breaks or issues with the post tension cables in the structure. Pricing for such repairs have therefore been omitted from this proposal. If while the above listed scope of work is being completed post tension cable issues become apparent and broken or rusted cables are encountered, a separate proposal for these repairs will be provided and will be based upon the costs used for the post tension cable repairs that we completed on the China Bridge parking structure in 2009.
2. This proposal does not include the cost of a building permit. If one should become necessary the cost will be paid by others.
3. This proposal is based upon electricity, water, and storage space (on site) being provided to CRS at no additional charge.
4. CRS will attempt to limit the impact of this project upon the occupants and functions of this structure as much as possible. However, to facilitate the speedy completion of this project, and to provide for the safety of the building occupants and passing pedestrians, CRS may have to occasionally cordon off sidewalk, and entrance ways that are immediately adjacent to the current area of work. The Purchaser will assist CRS in this task by locking doors as needed, and by posting the provided CRS signage. The alley will need to be closed to vehicular and pedestrian traffic at various times for the duration of the project in order to complete the work listed above.
5. This proposal is based upon completing all work while temperatures are in the 60's and above. Contingencies for heating have not been provided within this proposal and if required may increase the cost of this proposal.
6. Management is to work with CRS to open and close the portions of the structure to be sealed as necessary for facilitate the speedy completion of all work.
7. The material will be delivered and stored on site at one time and will need to be paid for in full upon delivery.
8. After project completion and receipt of final payment for the installation of the waterproofing membrane system, a 5 year standard Neogard written warranty will be provided to the owner.
9. This proposal is based upon the anticipation that a buried membrane system is not located under any portion of the concrete slab. If it is determined that a buried membrane system exists there may be additional costs to this proposal.
10. It has been our experience that the areas of actual concrete delamination may increase up to 25-50% larger than the actual square footage measured. If the areas of concrete delamination increase, there may be additional costs to this proposal. If such a condition is encountered a separate proposal will be provided to the owner for approval prior to the commencement of additional repairs.
11. It is our anticipation that all of the concrete repairs are to be partial depth and not full depth patches thus not requiring the use of more shoring than what will be utilized for the column repairs. Additional shore posts and engineering calculations for shoring plans have not been provided and if required are to be provided by others with the costs associated with said requirement.
12. We have based our pricing upon the anticipation that any existing caulking has backer rod installed and that the caulking has not reverted. If such a condition exists there may be additional costs for removal of the caulking. We also anticipate that with the exception of the caulking required at the perimeter of the slab edge coating that the caulking required for this project will be installed at a maximum width and depth of 3/8". If the joints are larger than this there may be additional costs for this proposal
13. If any adjustments are made up or down to the quantities used for the unit pricing for this project CRS reserves the right to negotiate the unit price rates according to the revised contract quantity.

14. Our bonding capacity is a project maximum of $200,000.00 per project. The costs for this amount have been included in this proposal. If a higher bond rate is required by the owner CRS will make due diligence to apply for a bond rate increase to meet the project requirements. These additional costs to apply for and obtain said bonding requirements may increase the costs of this proposal.
15. It was noted that there are existing issues with the Southern Stairs. The repairs to these stairs has not been provided within this proposal. A price for the engineering and design of tread replacement etc. will be provided for additional costs to this proposal if desired.
16. We reserve the right to make contractual changes to any contract entered into.

City Council Staff Report

Subject: Iron Horse LLC Easement Agreement for Bonanza Drive Re-construction Project
Author: Matthew Cassel, P.E., City Engineer
Department: Engineering
Date: August 26, 2010
Type of Item: Administrative

Summary Recommendations:
The Council should authorize the Mayor to execute the attached Easement Agreement with Iron Horse LLC for easements on Iron Horse LLC property as part of the Bonanza Drive Reconstruction project.

Topic/Description:
The proposed facilities along Bonanza Drive (road, sidewalks, tunnel, utilities, etc) were extensive and could not be fit within the existing Bonanza Drive Right-of-Way. As such, four (4) easements were discussed with Iron Horse LLC (Mark Fischer's company). The easement agreement attached is the final negotiated document with Iron Horse LLC.

Background:
In January 2008, H. W. Lochner completed the Bonanza Drive Corridor and Pedestrianization Plan. City Council reviewed and approved this concept plan during their January 24, 2008 meeting. The design includes raised medians along a short section of Bonanza Drive (near the intersection of Kearns Boulevard), acceleration lanes at Prospector Avenue, "no left turn" restrictions, Bicycle lanes, northbound bus pull-out, trail connection including a pedestrian tunnel at the Iron Horse intersection, pedestrian crossing, consistent 6 foot wide sidewalks, speed limit feedback signs, right turn lane at Iron Horse and lengthened southbound left turn lane at Deer Valley Drive. As part of this work, the existing sewer line is being relocated due to the pedestrian tunnel and replaced to SR-248, the existing water line is being relocated due to the pedestrian tunnel and a new transmission water line has been installed.

Because of the size of this project, it was decided early in the design process to break the project into two construction seasons. The first construction season includes the installation of the transmission waterline from Deer Valley Drive to Kearns Boulevard and the reconstruction of Bonanza Drive from Deer Valley Drive to a point just north of Upper Iron Horse Drive. The second construction season would complete the utilities, construct the pedestrian tunnel and reconstruct the rest of Bonanza Drive and its associated facilities. The project was originally anticipated to be bid as one complete project in June of 2009.

In the spring of 2009, numerous issues still remained unresolved on the project including procurement of needed easements and UDOT indicated they would not proceed with bidding until those issues are resolved. All of the unresolved issues pertain to the second season of construction. To keep the project moving forward, staff decided to split the project into two biddable phases. The first phase was all work associated with the first season of construction and the second phase is all work associated with the second season of construction.

The Council has approved funding for this project as follows:

Capital Project cp0097 (Bonanza Drive Reconstruction) initially contained $1,757,671 for the project and our Water Department is provide funding for the new transmission waterline. Additional monies in the amount of $1,072,616 have been encumbered through UDOT's STP Small Urban Funds Program and up to $1,894,000 may be allocated in the walkability bond. These additional monies are being used on the second phase of the project. SBWRD is also providing funding for the replacement of their sewer line. Design services, construction management services and the actual construction are all included with the funding package for this project.

Analysis:
Five (5) separate easements are required from Mark Fischer totaling 8,808 square feet. Two (2) of the easements are located between Lower Iron Horse Loop and the rail trail and were required to accommodate the footprint of the pedestrian tunnel and the ramps leading to the tunnel. The third easement is located at the northwest corner of Munchkin and Bonanza and the fourth and fifth easements are located along the Bonanza frontage of the Maverik gas station. These three easements were required due to the increased width needs of Bonanza Drive with the inclusion of bike lanes and wider sidewalks. Exhibits of the easements are included in the easement agreement attached.

Easement negotiations have been progressing for the last 16 months with Iron Horse LLC. In initial discussions, City staff proposed purchasing these required parcels. But by selling these parcels, Iron Horse LLC would diminish their properties economic value due to loss of developable square footage caused by the setback lines being pushed farther into their property. Iron Horse LLC declined the City's offer thus leaving the negotiation of an easement agreement as the remaining tool. The elements of the easements agreements are as follows:

In exchange for the easements, the City will pay for, at a future date, electrical conduit installed from Munchkin Drive to just across Kearns Boulevard and a bridge across the ramp located on Mark Fischer's property. In discussing the electrical conduit with Rocky Mountain Power (RMP), they highly recommend not installing the conduit until it is needed. Over the years, RMP has found previously installed electrical conduits to be useless once they are ready to be used. As for the bridge over Silver Creek adjacent to the Rail Trail, Mark Fischer and City staff is in agreement that, within three (3) years from signing of the easement agreement, either the bridge will be installed by the City or the City will participate in a plaza near the end of the rail trail up to the value of the bridge (the remaining value of the plaza would be borne by Iron Horse LLC).

The possible value of the properties if purchased was determined based on two (2) nearby land sales in the area. Within the last two years, Anderson Lumber was sold at $25.00 per square foot and the parcel adjacent to the Park City Medical Center was $22.00 per square foot.

The estimated purchase value for Mark Fischer's easements was determined to range between $193,776 and $220,200 (8,808 square feet X $22.00 per square foot and 8,808 square feet X $25.00 per square foot respectively). In lieu of a land purchase, staff opted to provide future improvements for Mark Fischer's properties. The estimated cost for these improvements is listed below.

1,129 Feet of Electrical Conduit from Munchkin Intersection to SR-248 and Bonanza Intersection at $83.00 per foot	$93,707
Excavation, Backfill and Asphalt for conduit	$62,366
Bridge across Tunnel Ramp	$25,000
Legal Fees	$5,000
Total in Lieu Cost	**$186,073**

As part of the easement agreement negotiation, City Council agreed on June 17, 2010 to add three planters and colored concrete turning lanes along the Bonanza Drive corridor. These additional facilities are not included as part of the easement cost/value analysis since staff believes that the City receives a direct beneficial public enhancement from installing these enhancements.

Department Review:
This report has been reviewed by City Manager, Planning, Sustainability, Public Works and Legal. All issues have been resolved.

Alternatives:

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

B. Deny the Request:
If this request is denied, the construction for the pedestrian tunnel will not commence and the project would be significantly delayed.

C. Continue the Item:
If the Council needs more information the item can be continued, but this would cause the same consequence as denying the request.

D. Do Nothing:
This option would not allow for the construction of the pedestrian tunnel to commence until this easement agreement is in place.

Significant Impacts:
The construction of Bonanza Drive will heavily impact the adjacent businesses. These impacts will be minimized through appropriate detour routing of traffic and

implementation of an aggressive public involvement program to warn businesses and address their issues and concerns. The public involvement has included a public meeting prior to construction with the adjacent businesses, providing a hotline for quicker access to our team and weekly walkthrough by our team's public involvement people so they are pro-active in identifying and resolving issues early on. Our message to the local businesses and the outside world is that the roads may be under construction but the shops along Bonanza Drive are still open for business. The funds for the project have been appropriated, and there are no budget impacts which the Council hasn't already been considered in the FY2009 and FY 2010 budgets.

Consequences of not taking the recommended action:
Bonanza Drive is an important commuter link for the City. Phase 2 of the Bonanza Drive Re-construction started in the beginning of July and the contractor is preparing to start the construction of the pedestrian tunnel. By not commencing with the easement agreement now would stop the construction of the pedestrian tunnel from proceeding forward.

Recommendation:
The Council should authorize the Mayor to execute the attached Easement Agreement with Iron Horse LLC for easements on their property as part of the Bonanza Drive Reconstruction project.

Exhibit - Iron Horse LLC Easement Agreement

EASEMENT AGREEMENT

This Easement Agreement is made and entered into as of this ____ day of August, 2010, by and between IRON HORSE, LLC, a Utah limited liability company ("GRANTOR"), and PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah ("GRANTEE").

WITNESSETH

WHEREAS, GRANTOR owns certain real property located in Park City, Utah, which real property is more particularly described as Lot 1 of the Ironhorse Industrial Subdivision (the "Property"); and

WHEREAS, GRANTEE desires to construct a public pedestrian and cycling trail and related plaza area adjacent to Bonanza Drive, and a related tunnel under Bonanza Drive, together with appurtenant related facilities, all as described in more detail below in Article 1 (collectively the "Trail Improvements"); and

WHEREAS, GRANTEE desires to obtain from GRANTOR, and GRANTOR is willing to grant to GRANTEE, an easement in connection with the Trail Improvements over, under and across that certain real property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Trail Easement Area").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grant of Trail Easement. GRANTOR hereby grants to GRANTEE a permanent and exclusive easement over, across, under and through the Trail Easement Area for the construction, existence, use, operation, maintenance, repair and replacement of the Trail Improvements for the (the "Trail Easement").

2. Plans and Specifications; Performance of Work. GRANTEE shall construct the Trail Improvements pursuant to and in substantial accordance with those certain plans and specifications pertaining thereto identified as Utah Department of Transportation Plans of Local Government Road Federal Aid Project F-LC43(28) (the "Plans and Specifications"). To the extent not specifically provided for in the Plans and Specifications, all designs, materials, retaining wall finishes, guardrails, fencing, lighting and other improvements relating to the Trail Improvements shall be substantially consistent with those contained in the Plans and Specifications. GRANTOR shall not make any material changes to the Plans and Specifications. In addition to the foregoing, the Trail Improvements shall include way-finding signage mutually approved by the Park City Planning Department and GRANTOR. In addition to the foregoing, the parties hereby agree as follows:

(a) Non-Interference. All of the work contemplated herein shall be performed so as not to unreasonably disturb the condition of the Property, or interfere with or disturb the use, enjoyment of the Property by GRANTOR and GRANTOR's heirs, successors, assigns and transferees, and their respective mortgagees, lessees, sub-lessees, licensees, invitees, employees, agents and guests. All such work shall conform in all respects with the laws, ordinances and regulations regulating the construction thereof. GRANTEE further agrees that in the event the construction activities result in injury or damage to any part of the Property, GRANTEE shall, at its sole cost and expense, promptly restore and repair the same to substantially the same condition existing before such injury or damage.

(b) Liens and Encumbrances. GRANTEE shall keep the Property (including the Trail Easement Area) free from all liens and encumbrances which may arise in any way from or as a result of the construction of the Trail Improvements, and shall cause any such liens affecting the Property and/or the Trail Easement Area to be released of record within five (5) business days following written notice thereof from GRANTOR or any other party.

(c) Commencement and Completion. GRANTEE shall commence the construction of the Trail Improvements on or before July 31, 2010, and shall substantially complete such construction on or before November 30, 2010.

(d) Insurance during Construction. At all times throughout construction activities pursuant hereto, Contractor shall maintain, at its sole expense, such insurance coverages (including general liability insurance) in amounts as are required by the Utah Department of Transportation for road projects.

(e) Access. GRANTOR is authorized to visit the Trail Easement Area during regular construction hours or upon reasonable notice during the construction activities pursuant hereto; provided, GRANTOR's access to construction site(s) shall not interfere with GRANTEE's construction activities.

3. Easement Covenants. With respect to the Trail Easement, GRANTOR and GRANTEE hereby agree as follows:

(a) Obstructions. Neither GRANTOR nor any future owners, tenants, guests or invitees of the Property shall be permitted to construct any fences, improvements, obstructions or other structures of any kind or nature upon any portion of the Trail Easement Area, nor install or affix any fixtures, improvements or devices to any improvements installed by GRANTEE for the Trail Improvements, nor paint or otherwise mark upon the same.

(b) "As-Is" Condition. **GRANTEE HAS INSPECTED AND IS FAMILIAR WITH THE TRAIL EASEMENT AREA AND ACCEPTS THE TRAIL EASEMENT AND THE TRAIL EASEMENT AREA IN "AS-IS", "WHERE-IS" CONDITION, WITH ALL FAULTS, AND GRANTEE AGREES THAT GRANTOR HAS NOT MADE, AND DOES NOT MAKE, ANY WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE TRAIL EASEMENT AREA; AND**

GRANTOR EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES; AND THE PARTIES AGREE THAT ALL RISK ASSOCIATED THEREWITH SHALL BE BORNE BY GRANTEE.

(c) Repair and Maintenance. GRANTEE, at its sole cost and expense, shall maintain, repair and replace the Trail Easement Area and all Trail Improvements to the extent necessary to keep the same in good, clean, attractive and safe condition, including the removal of rubbish, debris, snow and ice from the Trail Easement Area and the Trail Improvements. Such maintenance, repair and replacement shall be diligently and continuously prosecuted to completion as promptly as practicable to maintain the Trail Easement Area and the Trail Improvements in the condition required hereunder so as to permit the unobstructed and safe public use thereof, including, without limitation, incidental and additional repairs, replacements and improvements from time to time necessary to maintain the same as required herein. GRANTOR shall have no obligation or responsibility whatsoever with respect to the operation, maintenance, repair or replacement of the Trail Improvements or the Trail Easement Area, and GRANTEE shall be fully and entirely responsible there for at GRANTEE's sole cost and expense.

(d) Future Improvements. GRANTEE agrees that all materials used in connection with the repair, maintenance and replacement of the Trail Improvements following initial construction shall be reasonably acceptable to GRANTOR.

(e) Liens Affecting Property. Following the construction of the Trail Improvements, GRANTEE shall keep the Property (including the Trail Easement Area) free from all liens and encumbrances which may arise in any way from or as a result of GRANTEE's use, maintenance, repair or restoration of the Trail Easement Area and/or the Trail Improvements, or which may otherwise arise by, through or under GRANTEE, and shall cause any such liens to be released of record within five (5) business days following written notice thereof from GRANTOR or any other party.

(f) Liability and Indemnification. GRANTOR and GRANTEE intend that the use of the Trail Easement Area and the Trail Improvements be for a "Recreational Purpose" as defined in Section 57-14-2, and for a "Recreation Activity" under the Recreation Land Use Immunity Act as defined in Section 78B-4-509 of the Utah Code. Nothing contained herein shall constitute GRANTEE's waiver of any portion of the Governmental Immunity Act of Utah, the Utah Limitation of Landowner Liability-Public Recreation Act, the Recreation Land Use Immunity Act, or any defense arising therefrom; and nothing contained herein shall constitute the GRANTOR's waiver of any portion of the Utah Limitation of Landowner Liability-Public Recreation Act, the Recreation Land Use Immunity Act, or any defense arising therefrom; and the parties enter this Easement Agreement in reliance on the protections of said Acts. Subject to the foregoing, and to the extent permitted by the Utah Constitution and the Governmental Immunity Act of Utah, the Utah Limitation of Landowner Liability-Public Recreation Act (including Section 57-14-6 thereof), and the Recreation Land Use Immunity Act, GRANTEE hereby indemnifies, holds harmless and agrees to defend GRANTOR from and against all losses, damages, liabilities and expenses (including reasonable attorneys' fees and costs) resulting from, claimed by or against, or incurred by GRANTOR, or arising from any injury to any person or loss of or damage to any property, caused by or resulting from the use by any person of the Trail Easement Area and/or the Trail Improvements, or resulting from any act or omission of GRANTEE or any officer, agent, contractor, employee, guest, invitee, licensee or visitor of GRANTEE.

(g) Insurance. At all times throughout the term of this Easement Agreement, GRANTEE shall maintain, at its sole expense, such insurance coverages (including general liability insurance) to such limits as are reasonably necessary to fully insure GRANTEE's indemnification obligations set forth in Paragraph 3 (f) above.

4. Compliance with Applicable Laws. Each party covenants and agrees that it has complied with all applicable laws, statutes and regulations necessary to enter into this Easement Agreement, and that it has the full right and authority to do so. GRANTEE shall at its own cost and expense, perform and comply in all respects with all laws, rules, codes, orders, ordinances, restrictions, regulations and requirements of federal, state and local agencies, utilities or other bodies applicable to and having jurisdiction over the construction, operation, repair, maintenance or replacement of the Trail Improvements. GRANTEE shall be responsible for obtaining and paying for all permits, licenses and fees required for the construction of the Trail Improvements.

5. Covenants to Run with the Land. This Easement Agreement, the easements granted herein, and all of the rights, duties and obligations of the parties with respect thereto are not personal, but shall be deemed covenants running with the land, including the benefits and burdens upon the Property.

6. Enforcement. Each party shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach, or enforce the observance of, the restrictions, obligations, covenants and rights contained in this Easement Agreement, in addition to all other remedies available at law or in equity. If any litigation or other proceeding is commenced, or any other action is taken, to enforce the rights of either party under this Easement Agreement, then the non-prevailing party shall reimburse the prevailing party for all expenses incurred in connection with any such litigation or other proceeding or action, including, without limitation, reasonable attorneys' fees and court and discovery costs. The parties hereby authorize the court in any litigation relating to this Easement Agreement to make a determination as to the identity of the prevailing party in such litigation, and to make an award for attorneys' fees related to such litigation and/or all other actions taken by the prevailing party.

7. Severability. If any one or more of the provisions contained in this Easement Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereto, and this Easement Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein; provided, to the extent permitted by applicable law, any invalid, illegal or unenforceable provision may be considered in determining the intent of the parties with respect to the remaining provisions of this Easement Agreement.

8. Additional Provisions. This Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Easement Agreement maybe modified or amended only in writing signed by both GRANTEE and GRANTOR, or their successors or assigns, as the case may be. The failure by a party to enforce any provision of this Easement Agreement against the other party shall not be deemed to be a waiver of the right to do so thereafter. The Section captions are inserted for convenience of reference and are in no way to be construed as a part of this Easement Agreement or as a limitation on the scope of the provisions to which they refer. There are no representations, warranties, understandings or agreements of the parties with respect to the subject-matter hereof other than those expressly set forth herein.

9. Beneficiaries. Except for the right of the public to use the Trail Improvements as determined by GRANTEE from time to time, there are no intended third-party beneficiaries to this Easement Agreement.

10. Counterparts. This Easement Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same agreement.

11. Recording. GRANTEE shall record this Easement Agreement in a timely fashion in the Office of the Recorder of Summit County, Utah, and may re-record it at any time as may be required to preserve its rights in the easements set forth herein.

[SIGNATURE BLOCKS FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Easement Agreement as of the date first-above written.

GRANTOR:

IRON HORSE, LLC,
a Utah limited liability company

By:___________________________________
Print Name:____________________________
Its: __________________________________

GRANTEE:

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue

Post Office Box 1480
Park City, UT 84060-1480

____
Dana Williams, Mayor

Attest:

____
City Recorder's Office

Approved as to form:

____
City Attorney's Office

EXHIBIT "A"

Legal Description of Trail Easement Area

EXHIBIT A

Parcel 2:E - A perpetual easement, upon part of an entire tract of property, situate in Lot 1, Ironhorse Industrial Subdivision, according to the official plat thereof, recorded as Entry No. 386533 in the office of the Summit County Recorder, situate in the NW1/4SE1/4 of Section 9, T.2 S., R.4 E., S.L.B.&M., in Summit County, Utah, for the purpose of sidewalk (trail), non-exclusive public utilities and drainage, said easement is part of the Bonanza Drive Municipal Project known as Project No. F-LC43(28). The boundaries of said part of an entire tract are described as follows.

DESCRIPTION OF EASEMENT:

Beginning at the southwest corner of said Lot 1 (Note: said point of beginning is 30.64 feet radially distant southeasterly from the control line of said project at approximate Engineer Station 112+39.48); and running thence northerly 121.84 feet along the arc of a 598.42-foot radius curve to the left (Note: Chord to said curve bears N. 3°42'48" E. for a distance of 121.63 feet) along the westerly boundary line of said Lot 1 to the northwest corner of said entire tract; thence N. 64°24'48" E. 31.56 feet along the northerly boundary line of said entire tract; thence S. 7°44'13" E. 116.90 feet to the southerly boundary line of said Lot 1; thence westerly 56.03 feet along the arc of a 116.57-foot radius non-tangent curve to the right (Note: Chord to said curve bears S. 69°47'42" W. for a distance of 55.49 feet) along said southerly boundary line to the point of beginning. The above described part of an entire tract contains 4,713 square feet or 0.108 acre.

(Note: Rotate above bearings 00°06'12"clockwise to equal highway bearings.)

Parcel 3:E - A perpetual easement, upon part of an entire tract of property, situate in Lot 1, Ironhorse Industrial Subdivision, according to the official plat thereof, recorded as Entry No. 386533 in the office of the Summit County Recorder, situate in the NW1/4SE1/4 of Section 9, T.2 S., R.4 E., S.L.B.&M., in Summit County, Utah, for the purpose of sidewalk (trail), non-exclusive public utilities and drainage, said easement is part of the Bonanza Drive Municipal Project known as Project No. F-LC43(28). The boundaries of said part of an entire tract are described as follows.

DESCRIPTION OF EASEMENT:

Beginning at the northwest corner of said Lot 1 (Note: said point of beginning is 32.79 feet radially distant easterly from the control line of Bonanza Drive of Project No. F-LC43(28) at Engineer Station 114+44.88); and running thence N. 64°24'48" E. 29.72 feet along the northerly boundary line of said Lot 1; thence S. 7°44'13" E. 94.66 feet; thence S. 64°24'48" W. 31.56 feet to the westerly boundary line of said Lot 1; thence northerly 95.34 feet along the arc of a 598.42-foot radius non-tangent curve to the left (Note: Chord to said curve bears N. 6°41'02" W. for a distance of 95.24 feet) along said westerly boundary line to the point of beginning. The above described part of an entire tract contains 2,640 square feet or 0.061 acre.

(Note: Rotate above bearings 00°06'12"clockwise to equal highway bearings.)

Parcel 4:E - A perpetual easement, upon part of an entire tract of property, situate in the NW1/4SE1/4 of Section 9, T.2 S., R.4 E., S.L.B.&M., in Summit County, Utah, for the purpose of sidewalk and non-exclusive public utilities, said easement is part of the Bonanza Drive Municipal Project known as Project No. F-LC43(28). The boundaries of said part of an entire tract are described as follows.

DESCRIPTION OF EASEMENT:

Beginning at a point on the northerly boundary line of said entire tract said point is S. 89°44'14" E. 28.59 feet along the Quarter Section line from the Center of said Section 9 (Note: said point of beginning is 34.00 feet perpendicularly distant westerly from the control line of Bonanza Drive of Project No. F-LC43(28) at approximate Engineer Station 118+97.74); and running thence S. 89°44'14" E. 1.57 feet along said northerly boundary line to the existing westerly right of way line of Bonanza Drive; thence S. 20°19'43" W. 89.46 feet along said existing westerly right of way line to the westerly boundary line of said entire tract; thence N. 0°36'26" E. 21.54 feet along said westerly boundary line; thence northeasterly 16.39 feet along the arc of a 22.50-foot radius non-tangent curve to the left (Note: Chord to said curve bears N. 41°16'03" E. for a distance of 16.03 feet); thence N. 20°23'34" E. 53.67 feet to the point of beginning. The above described part of an entire tract contains 205 square feet or 0.005 acre.

(Note: Rotate above bearings 00°07'00"clockwise to equal highway bearings.)

Parcel 5:E - A perpetual easement, upon part of an entire tract of property, in Lot 46-B, Resubdivision of Lot 46 Prospector Square, according to the official plat thereof, recorded as Entry No. 231818 in the office of the Summit County Recorder, situate in the SW1/4NE1/4 of Section 9, T.2 S., R.4 E., S.L.B.&M., in Summit County, Utah, for the purpose of sidewalk and non-exclusive public utilities, said easement is part of the Bonanza Drive Municipal Project known as Project No. F-LC43(28). The boundaries of said part of an entire tract are described as follows

DESCRIPTION OF EASEMENT:

Beginning at the southeast corner of said Lot 46-B (Note: said point of beginning is 32.27 feet perpendicularly distant westerly from the control line of Bonanza Drive of Project No. F-LC43(28) at approximate Engineer Station 122+09.49); and running thence N. 52°05'31" W. 1.73 feet along the southwesterly boundary line of said Lot 46-B; thence N. 36°22'48" E. 29.68 feet; thence northeasterly 99.49 feet along the arc of a 261.00-foot radius tangent curve to the left (Note: Chord to said curve bears N. 25°27'35" E. for a distance of 98.89 feet) to a northeasterly boundary line of said Lot 46-B; thence S. 42°38'00" E. 3.22 feet to the eastern most corner of said Lot 46-B; thence along the southeasterly boundary line of said Lot 46-B the following two (2) courses and distances: (1) southwesterly 111.35 feet along the arc of a 267.00-foot radius non-tangent curve to the right (Note: Chord to said curve bears S. 27°03'09" W. for a distance of 110.55 feet) to a point of reverse curvature of a 898.68-foot radius curve to the left; thence (2) southwesterly 17.13 feet along the arc of said curve (Note: Chord to said curve bears S. 38°27'14" W. for a distance of 17.13 feet) to the point of beginning. The above described part of an entire tract contains 327 square feet or 0.008 acre.

(Note: Rotate above bearings 00°06'12"clockwise to equal highway bearings.)

Parcel 6:E - A perpetual easement, upon part of an entire tract of property, in Lot 46-A, Amended Plat Prospector Square, according to the official plat thereof, recorded as Entry No. 125443 in the office of the Summit County Recorder, situate in the SW1/4NE1/4 of Section 9, T.2 S., R.4 E., S.L.B.&M., in Summit County, Utah, for the purpose of sidewalk and non-exclusive public utilities, said easement is part of the Bonanza Drive Municipal Project known as Project No. F-LC43(28). The boundaries of said part of an entire tract are described as follows.

DESCRIPTION OF EASEMENT:

Beginning at the most southerly corner of said Lot 46-A (Note: said point of beginning is 31.28 feet perpendicularly distant westerly from the control line of said project at approximate Engineer Station 123+49.70); and running thence N. 42°38'00" W. 3.22 feet along the southwesterly boundary line of said Lot 46-A; thence northwesterly 253.67 feet along the arc of a 261.00-foot radius non-tangent curve to the left (Note: Chord to said curve bears N. 13°18'15" W. for a distance of 243.81 feet) to a point on the northwesterly boundary line of said Lot 46-A; thence N. 47°22'00" E. 4.87 feet along said northwesterly boundary line to the northern most corner of said Lot 46-A; thence southeasterly 259.06 feet along the easterly boundary line of said Lot 46-A and the arc of a 267.00-foot radius non-tangent curve to the right (Note: Chord to said curve bears S. 12°41'28" E. for a distance of 249.02 feet) to the point of beginning. The above described part of an entire tract contains 923 square feet or 0.021 acre.

(Note: Rotate above bearings 00°06'12"clockwise to equal highway bearings.)

EXHIBIT B

- ✓ June 23, 2010 Correspondence from Park City to Mark Fischer,
- ✓ July 13, 2010 Correspondence from Park City to Mark Fischer.
- ✓ July 22, 2010 Correspondence from Park City to Mark Fischer.

PARK CITY 1884

Engineering

June 23, 2010

Mr. Mark Fischer
1790 Bonanza Drive
Park City, Utah 84060

RE: Easements for the Bonanza Drive Reconstruction Project

Dear Mark:

This letter is a follow up to our meeting on June 18, 2010 concerning the easements to be granted by you to Park City for the reconstruction of Bonanza Drive. As the language for the easements is being reviewed and finalized by our attorneys, the following items will be attached to the final easement so they are concurrently recorded as a single document:

- Future Conduits for Electrical Lines – Park City will pay for the installation of electrical conduit running from the steel tower located approximately 15 feet north of the steel tower marked Pacificorp #094407 to the wood power pole marked Pacificorp 114-02-04 # 094603. In discussing the electrical conduit with Rocky Mountain Power (RMP), they highly recommend not installing the conduit until it is needed. Over the years, RMP has found previously installed electrical conduits to be useless once they are ready to be used. If during the course of development, it is determined to relocate the power lines above ground, Park City will participate up to the value/cost of the electrical conduit installed between the steel tower and wood power pole indicated above. A plan will not be prepared for this item to attach to the easement, rather this letter will document the agreement,
- Bridge Across the Tunnel Ramp – Park City agrees that within three (3) years from signing of the easement agreement, either the bridge will be installed or the City will participate in a plaza near the west end of the rail trail up to the value of the bridge. The value of the bridge will be agreed upon by both parties and included with the documents recorded with the easements. A plan will not be prepared for this item to attach to the easement, rather this letter will document the agreement,
- Fence – The fence used at the entrance to the pedestrian tunnel will be modified based on your input. The fence will be installed by the project contractor Granite Construction,
- Legal Fees – Your legal fees for review of the easement documents will be reimbursed to you by Park City.

Park City Municipal Corporation ~ 445 Marsac Avenue ~ P.O. Box 1480 ~ Park City, UT 84060-1480
435/ 615-5055 (PH) 435/ 615-4906 (FAX)

PARK CITY
1884
Engineering

July 13, 2010

Mr. Mark Fischer
1790 Bonanza Drive
Park City, Utah 84060

RE: Bridge Across the Tunnel Ramp
Easements for the Bonanza Drive Reconstruction Project

Dear Mark:

This letter is a follow up to our meeting on June 18, 2010 and our June 23, 2010 correspondence concerning the agreement to install a bridge across the tunnel ramp.

Park City agrees that within three (3) years from signing of the easement agreement, either the bridge will be installed or the City will participate in a plaza near the west end of the rail trail up to the value of the bridge. During our meeting held on July 13, 2010, the value of the bridge was agreed upon by both parties to be $25,000. Additionally, Park City will assist you by processing the required Stream Alteration Permit application and obtaining the permit, which will be required by the State of Utah to extend the proposed plaza.

Mark, if you have any questions or concerns, please call me at (435) 615-5075 or e-mail me at matt.cassel@parkcity.org.

Sincerely,

Matthew Cassel, P.E.
City Engineer

Park City Municipal Corporation ~ 445 Marsac Avenue ~ P.O. Box 1480 ~ Park City, UT 84060-1480
435/ 615-5055 (PH) 435/ 615-4906 (FAX)

PARK CITY
1884
Engineering

July 22, 2010

Mr. Mark Fischer
1790 Bonanza Drive
Park City, Utah 84060

RE: Utility Service from Bonanza Drive for 1555 Lower Iron Horse Drive
Easements for the Bonanza Drive Reconstruction Project

Dear Mark:

This letter is a follow up to our meeting on July 13, 2010 concerning coordinating efforts for utility services originating from within the Bonanza Drive corridor to 1555 Lower Iron Horse Drive.

Park City agrees to verify and arrange for utility services for your proposed development at 1555 Lower Iron Horse Drive so that you will not be required to excavate in the Bonanza Drive Right-of-Way to make your utility connections. Utilities to be verified and arranged for include water, sewer and conduit sleeves for future dry utilities. These conduit sleeves will include the installation of a 4” conduit sleeve across the Rail Trail for future use and two (2) conduit sleeves across Lower Iron Horse Drive for cable.

Mark, if you have any questions or concerns, please call me at (435) 615-5075 or e-mail me at matt.cassel@parkcity.org.

Sincerely,

Matthew Cassel, P.E.
City Engineer

Park City Municipal Corporation ~ 445 Marsac Avenue ~ P.O. Box 1480 ~ Park City, UT 84060-1480
435/ 615-5055 (PH) 435/ 615-4906 (FAX)

Planters and Colored Concrete Turning Lanes

As you are aware, City Council provided staff on June 17, 2010 with direction to proceed with the design and installation of the three planters and colored concrete turning lanes within the Bonanza Drive corridor. Part of our discussion on June 18, 2010 was the timing for the installation of these facilities. I was recently able to talk with the Construction Manager for the project and the Contractor concerning these issues. To construct the colored turning lanes, the contractor would install all of the asphalt to allow maintenance of traffic, then would cut out the asphalt in the turning lanes and install the concrete. With asphalt not being installed until mid/late October, the possibility of having the colored concrete turning lanes installed this construction season is minimal. Therefore, the milestones anticipated are listed below.

Complete this construction season as part of the Bonanza Drive Reconstruction:

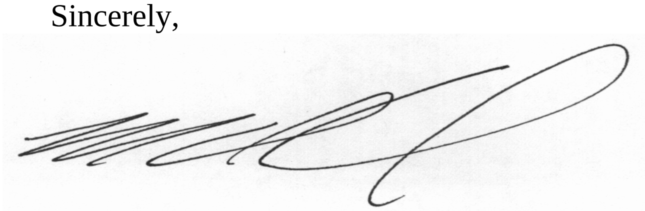
- Install the colored concrete turning lanes at the intersection of Iron Horse and Bonanza (concrete is being installed at this intersection)
- Install conduits underneath the new Bonanza Drive to provide water and electricity to the planter locations

Complete in the 2011 construction season:

- Design and bid the colored turning lanes and planters this winter,
- Design and bid the expansion of the plaza located at the end of the rail trail this winter,
- Obtain required permits from UDOT to install concrete in the SR-248 ROW,
- Install the colored concrete the spring of 2011, and
- Construct and install the planters spring of 2011

Once all the elements of the easement are finalized and approved and the easement language is finalized, I will bring the document to City Council for final approval. Mark, if you have any questions or concerns, please call me at (435) 615-5075 or e-mail me at matt.cassel@parkcity.org.

Sincerely,



Matthew Cassel, P.E.
City Engineer

Park City Municipal Corporation ~ 445 Marsac Avenue ~ P.O. Box 1480 ~ Park City, UT 84060-1480
435/ 615-5055 (PH) 435/ 615-4906 (FAX)

EASEMENT AGREEMENT

This Easement Agreement is made and entered into as of this ____ day of July, 2010, by and between _________________ ("GRANTOR") and Park City Municipal Corporation ("GRANTEE"), a political subdivision of the State of Utah.

WITNESSETH

WHEREAS, GRANTOR own certain real property located within Park City, which real property is more particularly described as an entire tract of property, in Lot G, First Amended Record of Survey Plat Ironhorse Park commercial Subdivision, according to the official plat thereof, recorded as Entry No. 425123 in Book 95 at Page 6, in the Office of the Summit County Recorder, situated in the NE ¼ SW ¼ of Section 9, T.2. S., R.4 E., S.L.B&M. in Summit County, Utah (the "Property"); and,

WHEREAS, GRANTEE desires to construct a trail and pedestrian tunnel, a surface trail, and pedestrian tunnel plaza and appurtenant facilities, all as described in more detail in Utah Department of Transportation Plans of Local Government Road Federal Aid Project F-LC43(28) (hereinafter collectively "the Trails"); and,

WHEREAS, in order to construct the Trails, it is necessary for the GRANTEE to obtain a temporary construction easement in the area marked as cross-hatched on Exhibit B, attached hereto and incorporated herein by this reference (the "Temporary Construction Easement Area"); and,

WHEREAS, in connection with the continuing existence and maintenance of the Pathway following the termination of the Temporary Construction Easement, it is necessary for the GRANTEE to obtain a permanent easement for the maintenance, repair, and use of the Pathways (the "Pathway Easement");

NOW, THEREFORE, for and in consideration of the payment of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. <u>Construction and Grant of Temporary Construction Easement</u>. GRANTOR, for itself and GRANTOR's successors and assigns, does hereby GRANT unto the GRANTEE, and its successors and assigns, a non-exclusive right of entry and Temporary Construction Easement in, upon, through, over, under and across the Temporary Construction Easement Area, TO HAVE AND TO HOLD said temporary easement, together with all rights and appurtenances belonging thereto, subject to the following terms, conditions and covenants:

(a) <u>Purpose of Temporary Construction Easements</u>. The Temporary Construction Easements granted on 1255 Iron Horse Drive and on the northwest corner of Iron Horse Drive and Bonanza Drive hereby is for the purpose of constructing the Trails, Tunnel and Bonanza Drive. Without limiting the foregoing, it is expressly agreed that the GRANTEE, its agents, representatives, employees, contractors and (sub)contractors, shall have the right to enter and occupy the Temporary Construction Easement Area for the purpose of doing any and all matters that may be necessary or desirable in connection with the construction of the Trails, including, but not limited to, the right to place in, upon, through, over, under and across the Temporary Construction Easement Area all equipment, structures, fixtures and other materials and items incidental thereto.

(b) Term. The Temporary Construction Easement and all rights and privileges of the GRANTEE in and to the Temporary Construction Easement Area shall commence on the date hereof and shall terminate upon the earlier of (i) the completion of construction of the Pathways or (ii) November 30, 2010. Expiration of the Temporary Construction Easement shall be deemed to automatically occur upon the earlier to occur of such events without the necessity of any further action by any of the parties hereto, unless GRANTOR and GRANTEE have executed and recorded an extension to this Agreement.

(c) Work. All the work contemplated herein shall be performed so as not to unreasonably interfere with or disturb the use and enjoyment of the Property by GRANTOR and GRANTOR's respective heirs, successors, assigns and transferees, and their respective mortgagees, lessees, sub lessees, licensees, invitees, employees, agents and guests. All such work shall be done in a first class and skillful manner and shall conform in all respects with the laws, ordinances and regulations regulating the construction thereof. The City and GRANTEE further agree that in the event the construction activities result in injury or damage to any part of the Property, the GRANTEE shall, at its sole cost and expense, promptly restore and repair the same to substantially the same condition existing before such injury or damage.

(d) Liens and Encumbrances. The GRANTEE shall keep the Temporary Construction Easement Area free from all liens and encumbrances which may arise in any way from or as a result of the construction of the Pathways or the restoration of the Property.

(e) Procedures. Prior to the commencement of construction, the GRANTEE shall furnish to GRANTOR a proposed schedule for the timing of the construction, which shall be subject to the approval of GRANTOR, which approval shall not be unreasonably withheld.

(f) Insurance. Prior to the commencement of construction the GRANTEE shall provide GRANTOR with the certificates of insurance for general liability insurance in amounts as required by the State of Utah, which may not be canceled without thirty (30) days prior written notice to the GRANTOR and which insurance shall be maintained in full force and effect while the Temporary Construction Easement is in effect.

(g) Vegetation. It is anticipated that all trees along the western edge of the existing trail on 1255 Iron Horse property will need to be removed in connection with the project.

(h) Access. GRANTOR is authorized to visit the Temporary Construction Easement Area during regular construction hours or upon reasonable notice during construction of the Transportation Project; provided, that access to construction site(s) shall be permitted only to the extent allowed by the GRANTEE's contractor(s) in its/their reasonable discretion.

(i) Liability and Indemnification. GRANTOR and GRANTEE anticipate that, during the construction period, users who otherwise would have remained on the Trails may stray onto abutting land owned by GRANTOR. To the extent such usage of GRANTOR's abutting property occurs, the parties intend that such usage is for a Recreational Purpose as defined in Section 57-14-2 and for Recreation Activity under the Recreation Land Use Immunity Act as defined in Section 78B-4-509 of the Utah Code. Nothing herein shall constitute the GRANTEE's waiver of any portion of the Governmental Immunity Act of Utah, the Utah Limitation of Landowner Liability- Public Recreation Act, the Recreation Land Use Immunity Act or any defense arising therefrom. Nothing herein shall constitute the GRANTOR's waiver of any portion of the Utah Limitation of Landowner Liability- Public Recreation Act, the Recreation Land Use Immunity Act or any defense arising therefrom and the parties enter this agreement in reliance on the protections of said Acts. GRANTOR and GRANTEE agree that, following the date of this Agreement, as set forth hereinabove, GRANTEE shall within the limits of the Utah Government Immunity Act defend and indemnify GRANTOR against any liability for damage to life or property arising from the public use of GRANTOR's adjacent property during construction on the Trail Easements under this agreement. GRANTEE shall not be required to indemnify GRANTOR for any such liability arising out of the negligence or intentional acts of the GRANTOR or the employees or agents of the GRANTOR.

2. Restoration of Premises After Construction. After completion of the construction of the Trails, the GRANTEE shall be solely responsible for repair, restoration and re-landscaping the Temporary Construction Easement Area to its condition on the date hereof, or better, as expeditiously as reasonably possible (except for the existence of the Trails and plaza and their appurtenances) at GRANTEE's sole cost and expense.

(a) Clean-Up. GRANTEE shall remove all equipment and other property placed upon the Temporary Construction Easement Area or the Trails by or for the GRANTEE, smoothes the grade, fill and contour all ditches, ruts and depressions caused by said construction, and remove all debris, all to the reasonable satisfaction of GRANTOR.

(b) Re-Contouring. GRANTEE will remove the existing berm adjacent to the existing trail on the eastern side of the Property as shown in the attached Exhibit B at its expense so that the Temporary Construction Easement Area is relatively level upon completion of the project.

(c) Re-Landscaping. The Temporary Construction Easement Areas shall be re-landscaped by GRANTOR at GRANTEE's sole cost and expense. GRANTEE shall be responsible to pay for all design, material and installation of such landscaping. The parties agree that the budget for re-landscaping of the Temporary Construction Easement Areas shall be $75,000 (seventy five thousand dollars).

(d) Signage. Way-finding signs may also be included with the re-landscaping of the disturbed areas at GRANTEE's expense, subject to approval by the Park City Planning Department.

3. Grant of Trail and Surface Easements. GRANTOR hereby grants to GRANTEE the following Trail Easement across and through the Property, which Trail Easement shall be as described on Exhibit A which is attached hereto and incorporated herein by this reference, for the purpose of operation, maintenance and repair of a trail and pedestrian tunnel. This Trail Easement shall modify the existing 12 foot wide pedestrian and bike Public Right-of-Way located on Parcel G of the Ironhorse Park Commercial Subdivision to current and proposed conditions.

4. Grant of Surface Trail Easement. GRANTOR hereby grants to GRANTEE a trail, plaza and sidewalk easement (the "Surface Trail Easement") across and through the Property, which Surface Trail Easement shall be as described on Exhibit A which is attached hereto and incorporated herein by this reference, for the purpose of operation, maintenance and repair of a trail including a pedestrian tunnel plaza, at-grade trail, and appurtenant facilities. GRANTOR agrees not to construct or permit others to construct or install any fences, hard surfaced areas, or other permanent or temporary obstructions or improvements within the boundaries of the Surface Trail Easement that might interfere with GRANTEE'S ability to gain access to the easement for operation, maintenance and repair purposes.

5. Easement Covenants. With respect to the Trail Easement and the Surface Trail Easement (which are hereinafter referred to collectively as the "Trail Easements") GRANTOR and GRANTEE hereby agree as follows:

(a) Obstructions. Neither GRANTOR nor any future owners, tenants, guests or invitees of the Property shall be permitted to construct any fences, improvements, obstructions or other structures of any kind or nature upon any portion of the Trail Easements, nor install or affix any fixtures, improvements or devices to any improvements installed by GRANTEE for the Trails, nor paint or otherwise mark upon the same.

(b) Condition. GRANTEE has examined the Property and takes those portions of the Property which are subject to the Trail Easements in "as is" condition, free of any representations or warranties of any kind.

(c) Repair and Maintenance. The GRANTEE, at its sole cost and expense, shall maintain, repair and replace such Trail improvements, or cause the same to be maintained, repaired and replaced, to the extent necessary to keep the same in good and safe condition and shall remove or cause to be removed all rubbish, debris, snow and ice from the Trails as necessary and appropriate. Such maintenance shall be diligently and continuously prosecuted to completion as promptly as practicable to maintain the Trails in an acceptable condition to permit the unobstructed and safe use thereof, including without limitation incidental and additional repairs, replacements and improvements from time to time necessary to maintain the same in an acceptable manner.

(d) Materials and Finishes of Improvements. GRANTEE agrees that all materials used in the construction and maintenance of such Trail improvements shall be reasonably satisfactory to GRANTOR. Guardrails and fencing shall be subject to review and approval by GRANTOR for location and type. All designs, materials and finishes of such improvements shall be consistent with the Utah Department of Transportation plans for Federal Aid Project F-LC43(28).

(e) Lighting. GRANTEE agrees to install and maintain lighting consistent in quality, type and location with the Utah Department of Transportation plans for Federal Aid Project F-LC43(28).

(f) Liens on Premises. The GRANTEE shall keep the Trail Easements free from all liens and encumbrances which may arise in any way from or as a result of its use, maintenance, repair or restoration of the Trail improvements.

(g) Liability and Indemnification. GRANTOR and GRANTEE intend that the use of GRANTOR's Property be for a Recreational Purpose as defined in Section 57-14-2 and for Recreation Activity under the Recreation Land Use Immunity Act as defined in Section 78B-4-509 of the Utah Code. Nothing herein shall constitute the GRANTEE's waiver of any portion of the Governmental Immunity Act of Utah, the Utah Limitation of Landowner Liability- Public Recreation Act, the Recreation Land Use Immunity Act or any defense arising therefrom. Nothing herein shall constitute the GRANTOR's waiver of any portion of the Utah Limitation of Landowner Liability- Public Recreation Act, the Recreation Land Use Immunity Act or any defense arising therefrom and the parties enter this agreement in reliance on the protections of said Acts. GRANTOR and GRANTEE agree that, following the date of this Agreement, as set forth hereinabove, GRANTEE will be solely responsible for the construction, operations and maintenance of the Trails. To the extent permitted by the Utah Constitution and the Governmental Immunity Act of Utah, the Utah Limitation of Landowner Liability- Public Recreation Act, and the Recreation Land Use Immunity Act, GRANTEE shall within the limits of the Utah Government Immunity Act defend and indemnify GRANTOR against any liability for damage to life or property arising from the public use of the Trail Easements under this agreement. GRANTEE shall not be required to indemnify GRANTOR for any such liability arising out of the negligence or intentional acts of the GRANTOR or the employees or agents of the GRANTOR.

6. Compliance with Applicable Laws. All parties covenant and agree that they have complied with all applicable laws, statutes and regulations necessary to enter into this Agreement and that they have the full right and authority to do so. The GRANTEE shall at its own cost and

expense, perform and comply in all respects with all laws, rules, codes, orders, ordinances, restrictions, regulations and requirements of federal, state and local agencies, utilities or other bodies applicable to and having jurisdiction over the construction or maintenance of the Trails. The GRANTEE shall be responsible for obtaining and paying for all permits, licenses and fees required for the construction of the Trails.

7. Covenants to Run with the Land. This Agreement, the easements granted herein and all of the rights, duties and obligations of the parties with respect thereto are not personal, but shall be deemed to run with the land, including the benefits and burdens, upon the Property described herein. Notwithstanding the foregoing, the benefits and burdens of this Agreement shall be deemed an easement in gross as to the GRANTEE and shall be binding upon and inure to the benefit of the GRANTEE and its respective successors and assigns.

8. Enforcement. The parties shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach, or enforce the observance of, the restrictions, obligations, covenants and rights contained in this Agreement, in addition to all other remedies available at law or in equity. If any litigation is commenced to enforce the rights of any party under this Agreement, then the non-prevailing party shall reimburse the prevailing party for all expenses incurred in connection with any such litigation or other proceeding, including, without limitation, attorneys’ fees and court costs. The parties hereby authorize any court in any such litigation to make a determination as to the identity of the prevailing party in such litigation, and to make an award for attorneys’ fees as provided herein.

9. Severability. If any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereto, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein; provided, however, that if permitted by applicable law, any invalid, illegal or unenforceable provision may be considered in determining the intent of the parties with respect to the provisions of this Agreement.

10. Additional Provisions. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement maybe modified or amended only in writing signed by the GRANTEE and GRANTOR, or their successors or assigns, as the case may be. The failure by a party to enforce any provision of this Agreement against any other party shall not be deemed to be a waiver of the right to do so thereafter. The section captions are inserted for convenience of reference and are in no way to be construed as a part of this Agreement or as a limitation on the scope of the paragraphs to which they refer. There are no representations, warranties, understandings or agreements other than those expressly set forth herein.

11. Beneficiaries. Unless expressly provided to the contrary herein, there are no intended third-party beneficiaries to this Agreement.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

13. Recording. The GRANTEE shall record this Agreement in a timely fashion in the Office of the Recorder of Summit County, Utah, and may re-record it at any time as may be required to preserve its rights in the easements set forth herein.

[Signatures appear on next page.]

Dated this _____ day of __________ , 2010.

GRANTEES: **PARK CITY MUNICIPAL CORPORATION**

____
Dana Williams, Mayor

Attest:

____
City Recorder's Office

Approved as to Form:

____
City Attorney's Office

GRANTORS: _______________________________________, Inc.

By: ____________________________________

______________________________________ Print Name

______________________________________ Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this day of , 2010, before me, the undersigned notary, personally appeared , personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as ________________________ *(title)* for _________________________________, a corporation.

____
Notary Public

EXHIBIT A

Parcel 1:E - A perpetual easement, upon part of an entire tract of property, in Lot G, First Amended Record of Survey Plat Ironhorse Park Commercial Subdivision, according to the official plat thereof, recorded as Entry No. 425123 in Book 95 at Page 6, in the office of the Summit County Recorder, situate in the NE¼SW¼ of Section 9, T.2 S., R.4 E., S.L.B.& M., in Summit County, Utah, for the purpose of a paved trail, said easement is part of the Bonanza Drive Municipal Project known as Project No. F-LC43(28). The boundaries of said part of an entire tract are described as follows.

DESCRIPTION OF EASEMENT:

Beginning at a point on the southerly boundary line of said Lot G, which point is 25.39 feet S. 79°35'00" W. along said southerly boundary line from the southeast corner of said Lot G (Note: said point of beginning is 49.08 feet radially distant northwesterly from the control line of said project at approximate Engineer Station 109+02.70); and running thence S. 79°35'00" W. 19.42 feet along said southerly boundary line; thence N. 47°10'33" E. 6.72 feet to a point of curvature with a 495.50-foot radius curve to the left; thence northeasterly 31.53 feet along the arc of said curve (Note: Chord to said curve bears N. 45°21'11" E. for a distance of 31.52 feet) to a point of tangency; thence N. 43°31'49" E. 19.70 feet; thence N. 46°40'43" W. 1.00 feet; thence northeasterly 55.56 feet along the arc of a 344.50-foot radius non-tangent curve to the left (Note: Chord to said curve bears N. 38°42'04" E. for a distance of 55.50 feet) to a point of tangency; thence N. 34°04'52" E. 12.24 feet; thence N. 29°00'04" E. 7.28 feet; thence northerly 82.08 feet along the arc of a 174.00-foot radius non-tangent curve to the left (Note: Chord to said curve bears N. 18°13'48" E. for a distance of 81.32 feet) to a point of tangency; thence N. 4°42'57" E. 6.34 feet to a point of curvature with a 58.00-foot radius curve to the right; thence northeasterly 46.67 feet along the arc of said curve (Note: Chord to said curve bears N. 27°46'00" E. for a distance of 45.42 feet); thence N. 51°38'09" E. 24.02 feet; thence southeasterly 14.61 feet along the arc of a 15.00-foot radius non-tangent curve to the right (Note: Chord to said curve bears S. 33°52'18" E. for a distance of 14.04 feet); thence S. 51°33'53" W. 22.93 feet; thence southwesterly 40.46 feet along the arc of a 53.51-foot radius non-tangent curve to the left (Note: Chord to said curve bears S. 27°36'00" W. for a distance of 39.51 feet); thence S. 4°42'57" W. 1.49 feet to a point of curvature with a 186.00-foot radius curve to the right; thence southerly 95.33 feet along the arc of said curve (Note: Chord to said curve bears S. 19°23'55" W. for a distance of 94.29 feet) to a point of tangency; thence S. 34°04'52" W. 12.40 feet to a point of curvature with a 356.00-foot radius curve to the right; thence southeasterly 58.71 feet along the arc of said curve (Note: Chord to said curve bears S. 38°48'21" W. for a distance of 58.65 feet) to a point of tangency; thence S. 43°31'49" W. 18.44 feet to a point of curvature with a 506.00-foot radius curve to the right; thence southeasterly 22.51 feet along the arc of said curve (Note: Chord to said curve bears S. 44°48'18" W. for a distance of 22.51 feet) to the point of beginning. The above described part of an entire tract contains 3,404 square feet or 0.078 acre.

(Note: Rotate above bearings 00°06'12"clockwise to equal highway bearings.)

Parcel 1:2E - A perpetual easement, upon part of an entire tract of property, in Lot G, First Amended Record of Survey Plat Ironhorse Park Commercial Subdivision, according to the official plat thereof, recorded as Entry No. 425123 in Book 95 at Page 6, in the office of the Summit County Recorder, situate in the NE¼SW¼ of Section 9, T.2 S., R.4 E., S.L.B.& M., in Summit County, Utah, for the purpose of trail, sidewalk and drainage facililties said easement is part of the Bonanza Drive Municipal Project known as Project No. F-LC43(28). The boundaries of said part of an entire tract are described as follows:

DESCRIPTION OF EASEMENT:

Beginning at a point on the northwesterly easement line of the trail easement for realignment of the previous easement/right of way as shown on said First Amended Record of Survey Plat Ironhorse Park Commercial Subdivision, which point is 10.43 feet S. 79°35'00" W. along the southerly boundary line of said Lot G and 27.30 feet north from the southeast corner of said Lot G (Note: said point of beginning is 58.52 feet radially distant northwesterly from the control line of said project at approximate Engineer Station 109+38.25); and running thence northerly 1.57 feet along the arc of a 2.00-foot radius curve to the left (Note: Chord to said curve bears N. 21°01'49" E. for a distance of 1.53 feet) to a point of tangency; thence N. 1°28'11" W. 6.83 feet to a point of curvature with a 2.00-foot radius curve to the right; thence northeasterly 1.57 feet along the arc of said curve (Note: Chord to said curve bears N. 21°01'49" E. for a distance of 1.53 feet) to a point of tangency; thence N. 43°31'49" E. 1.40 feet to a point of curvature with a 339.50-foot radius curve to the left; thence northeasterly 55.99 feet along the arc of said curve (Note: Chord to said curve bears N. 38°48'21" E. for a distance of 55.93 feet) to a point of tangency; thence N. 34°04'52" E. 12.07 feet; thence N. 28°56'41" E. 7.08 feet; thence northerly 79.90 feet along the arc of a 169.00-foot radius non-tangent curve to the left (Note: Chord to said curve bears N. 18°15'32" E. for a distance of 79.15 feet) to a point of tangency; thence N. 4°42'57" E. 6.34 feet to a point of curvature with a 63.00-foot radius curve to the right; thence northeasterly 51.61 feet along the arc of said curve (Note: Chord to said curve bears N. 28°10'59" E. for a distance of 50.18 feet); thence N. 37°43'01" W. 14.19 feet; thence N. 2°55'27" W. 2.04 feet; thence easterly 25.66 feet along the arc of a 102.53-foot radius non-tangent curve to the right (Note: Chord to said curve bears S. 87°13'27" E. for a distance of 25.59 feet) to a point of compound curvature with a 15.00-foot radius curve to the right; thence southeasterly 23.90 feet along the arc of said curve (Note: Chord to said curve bears S. 34°24'56" E. for a distance of 21.45 feet); thence southerly 58.86 feet along the arc of a 532.42-foot radius non-tangent curve to the right (Note: Chord to said curve bears S. 17°53'22" W. for a distance of 58.83 feet); thence N. 38°40'56" W. 25.98 feet; thence northeasterly 31.20 feet along the arc of a 53.51-foot radius non-tangent curve to the right (Note: Chord to said curve bears N. 32°33'29" E. for a distance of 30.76 feet); thence N. 38°20'59" W. 14.03 feet; thence southwesterly 46.67 feet along the arc of a 58.00-foot radius non-tangent curve to the left (Note: Chord to said curve bears S. 27°46'00" W. for a distance of 45.42 feet) to a point of tangency; thence S. 4°42'57" W. 6.34 feet to a point of curvature with a 174.00-foot radius curve to the right; thence southerly 82.08 feet along the arc of said curve (Note: Chord to said curve bears S. 18°13'48" W. for a distance of 81.32 feet); thence S. 29°00'04" W. 7.28 feet; thence S. 34°04'52" W. 12.24 feet to a point of curvature with a 344.50-foot radius curve to the right; thence southwesterly 55.56

feet along the arc of said curve (Note: Chord to said curve bears S. 38°42'04" W. for a distance of 55.50 feet); thence S. 46°40'43" E. 1.00 feet; thence S. 43°31'49" W. 10.32 feet to the point of beginning. The above described part of an entire tract contains 2,631 square feet or 0.060 acre.

(Note: Rotate above bearings 00°06'12"clockwise to equal highway bearings.)

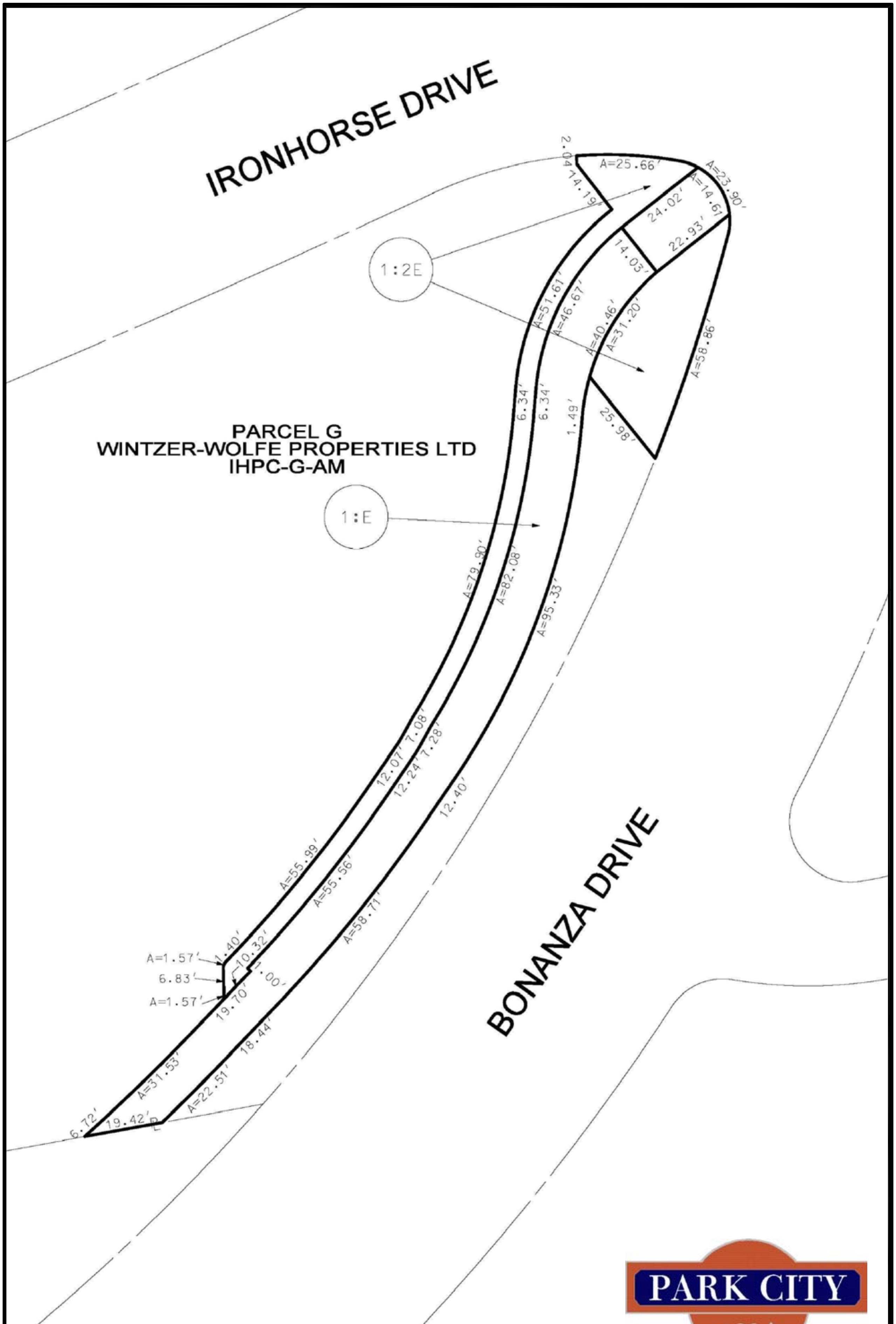

IRONHORSE DRIVE
A=25.66'
2.04'
14.19'
A=23.90'
A=14.61'
24.02'
22.93'
14.03'
1:2E
A=51.61'
A=46.67'
A=40.46'
A=31.20'
A=58.86'
6.34'
6.34'
1.49'
25.98'
PARCEL G
WINTZER-WOLFE PROPERTIES LTD
IHPC-G-AM
1:E
A=79.90'
A=82.08'
A=95.33'
12.07'
7.08'
12.24'
7.28'
12.40'
A=55.99'
A=55.56'
A=58.71'
1.40'
10.32'
1.00'
A=1.57'
6.83'
A=1.57'
19.70'
18.44'
A=31.53'
A=22.51'
6.72'
19.42'
BONANZA DRIVE
PARK CITY
1884

EXHIBIT B

A site map showing the anticipated disturbed area to be re-landscaped is as follows:

LIMITS OF GRADING

1. Slope 2% from building
2. Scrape off vegetation along Ironhorse Drive
3. Remove all trees
4. Save sculptures
5. Stockpile large rocks

LIMITS OF GRADING

1. Wintzer's will remove some bushes and plants prior to construction
2. Cut site to future grade
3. Adjust manhole to grade
4. Remove bushes and trees except farthest north tree
5. Save and stockpile large boulders

20' 0 20' 40'

(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

STAFF: MARSHALL KING

DATE: 7/29/10

CONSTRUCTION EXHIBIT
BONANZA DRIVE/IRONHORSE DRIVE
IRONHORSE PARK COMMERCIAL SUBDIVISION

FOR: PARK CITY MUNICIPAL CORPORATION
JOB NO.: 2-4-10
FILE: X:\Prospector\dwg\Exhibits\bonanza-ironhorse.dwg

SHEET 1 **OF** 1

EXHIBIT C

- ✓ June 23, 2010 Correspondence from Park City to the Wintzers.
- ✓ July 22, 2010 Correspondence from Park City to the Wintzers.

PARK CITY 1884

Engineering

June 23, 2010

Mary and Charlie Wintzer
1040 Iron Horse Drive
Park City, Utah 84060

RE: Easements for the Bonanza Drive Reconstruction Project

Dear Mary and Charlie:

This letter is a follow up to our meeting on June 18, 2010 concerning the easements to be granted by you to Park City for the reconstruction of Bonanza Drive. As the language for the easements is being reviewed and finalized by our attorneys, the following items will be attached to the final easement so they are concurrently recorded as a single document:

- Rough Site Grading Plan for 1255 Iron Horse Drive – This work is part of the Bonanza Drive Reconstruction Project and will be completed by the project contractor Granite Construction. A rough grade drawing will be prepared by you and be included as part of the next item,
- Landscaping and Irrigation Plan for 1255 Iron Horse – A drawing will be prepared by you to show the approximate location of grading, irrigation and landscaping that will take place on 1255 Iron Horse. It is recognized that modifications in the field may take place,
- Landscaping and Irrigation Plan for the NW Corner of Iron Horse and Bonanza - A drawing will be prepared by you to show the approximate location of grading, irrigation, landscaping and signage that will take place on this corner landscaped area. It is recognized that modifications in the field may take place.
- Re-platting of the property – Once the easements are finalized, Park City will hire a survey company to go through the process to update and record your plat,
- Fence – The fence used at the entrance to the pedestrian tunnel will be modified based on your input. The fence will be installed by the project contractor Granite Construction,
- Design Fees – The preliminary design fees for the planters and colored concrete turning lanes will be reimbursed to you by Park City, and
- Legal Fees – Your legal fees for review of the easement documents will be reimbursed to you by Park City.

<u>Planters and Colored Concrete Turning Lanes</u>

As you are aware, City Council provided staff on June 17, 2010 with direction to proceed with the design and installation of the three planters and colored concrete turning lanes within the

Park City Municipal Corporation ~ 445 Marsac Avenue ~ P.O. Box 1480 ~ Park City, UT 84060-1480
435/ 615-5055 (PH) 435/ 615-4906 (FAX)

Bonanza Drive corridor. Part of our discussion on June 18, 2010 was the timing for the installation of these facilities. I was recently able to talk with the Construction Manager for the project and the Contractor concerning these issues. To construct the colored turning lanes, the contractor would install all of the asphalt to allow maintenance of traffic, then would cut out the asphalt in the turning lanes and install the concrete. With asphalt not being installed until mid/late October, the possibility of having the colored concrete turning lanes installed this construction season is minimal. Therefore, the milestones anticipated are listed below.

Complete this construction season (2010) as part of the Bonanza Drive Reconstruction:

- Install the colored concrete turning lanes at the intersection of Iron Horse and Bonanza (concrete is being installed at this intersection)
- Install conduits underneath the new Bonanza Drive to provide water and electricity to the planter locations

Complete in the 2011 construction season:

- Design and bid the colored turning lanes and planters this winter,
- Obtain required permits from UDOT to install concrete in the SR-248 ROW,
- Install the colored concrete the spring of 2011, and
- Construct and install the planters spring of 2011

Once all the elements of the easement are finalized and approved and the easement language is finalized, I will bring the document to City Council for final approval. Mary and Charlie, if you have any questions or concerns, please call me at (435) 615-5075 or e-mail me at matt.cassel@parkcity.org.

Sincerely,

Matthew Cassel, P.E.
City Engineer

PARK CITY
1884
Engineering

July 22, 2010

Mary and Charlie Wintzer
1040 Iron Horse Drive
Park City, Utah 84060

RE: Easements for the Bonanza Drive Reconstruction Project

Dear Mary and Charlie:

This letter is a follow up to our meeting on July 13, 2010 concerning the easements to be granted by you to Park City for the reconstruction of Bonanza Drive. During that meeting, we discussed a few changes to the June 23, 2010 correspondence from Park City to you concerning the easement. The changes are listed below.

1. The letter indicated that a landscaping and irrigation plan for 1255 Iron Horse Drive would be prepared by you and included in the easement package. During the July 13, 2010 meeting it was agreed upon for you to provide an approved dollar figure that Park City would pay to you for the design and construction for the restoration of your property at 1255 Iron Horse Drive.
2. The letter also indicated that a landscaping and irrigation plan for the northwest corner of Iron Horse Drive and Bonanza Drive would be prepared by you and included in the easement package. During the July 13, 2010 meeting it was agreed upon for you to provide an approved dollar figure that Park City would pay to you for the design and construction for the restoration of your northwest property corner of Iron Horse Drive and Bonanza Drive.

Mary and Charlie, if you have any questions or concerns, please call me at (435) 615-5075 or e-mail me at matt.cassel@parkcity.org.

Sincerely,

Matthew Cassel, P.E.
City Engineer

City Council
Staff Report

Subject: Evening of Croquet & Badminton
Author: Max J. Paap
Department: Sustainability
Date: August 26, 2010
Type of Item: Administrative – Master Festival License

Summary Recommendations:
Review the Master Festival License application, conduct a public hearing, and approve the license for the Evening of Croquet & Badminton, as conditioned, on August 28, 2010 to be held at Jack Sutton Field and surrounding areas.

Description:

Topic:
Evening of Croquet & Badminton

Background
Moe Hickey, on behalf of the Park City Croquet & Badminton Society submitted a Master Festival License application to hold a Croquet and Badminton event on Jack Sutton Field in City Park to further awareness of these activities. This first time, one day event would program the space in the outfield portions of Sutton Field The organizer expects attendance to be around 150 at any given time. The space would be programmed from 5:00 pm to 9:00 pm on Saturday, August 28, 2010. The organizer has met with Special Events staff to go over any logistical challenges or other issues.

Analysis:
This application is being reviewed as a Master Festival License due to the request for use of City property.

The following areas were scrutinized by the Events Team when considering the recommendation to approve the event.

<u>City Park Activities</u>
The event organizers have requested to hold their event on Jack Sutton Field on Saturday, August 28, 2010. The organizers would begin to take over Jack Sutton Field at 4:00 pm to facilitate the build out in the venue space. Play would begin at 5:00 pm and would be complete by 9:00 pm. Four Croquet fields and Two Badminton courts will be set up in the proposed area. Participants will participate in a round-robin format within an age based format. Participants and spectators will have the opportunity to enjoy picnic dinners within the areas outside of the areas of play. No food and beverage vendors will be available on site.

Parking

Parking for the anticipated crowd of 150 can be accommodated with the public parking in City Park, the Mahwhinney lot and street parking along Park Avenue.

Use of Park

As part of the event licensing overhaul which Sustainability is conducting, we have been analyzing the number of events versus use/availability of public facilities. No conclusions have been drawn yet, but the chart below is a current estimated use of City Park. The estimated programming, including this event, is based upon a summer period of May through September. Public/Large MFL's were defined as community-wide celebrations and Small/Private programmed events were defined as smaller, private events such as weddings and family reunions.

# of available days	Available to Public	Special events	Recreation programmed
150 days	106 days	10 days	34 days

Therefore, staff finds that this event does not adversely interfere with any public use of the park.

Department Review:

Sustainability, Building, Parks, and Recreation have reviewed the application for the Evening of Croquet & Badminton and their comments have been incorporated into the report. Special consideration was given to the impact of the activity on the outfield surface, however, the Parks and Recreation Departments had no dissenting comments.

Alternatives:

Approve the Request:

Approve the Master Festival License allowing the Evening of Croquet & Badminton as described. This is staff's recommendation.

Deny the Request:

Deny the Master Festival License, preventing the addition of the Evening of Croquet & Badminton to Park City's schedule of events.

Continue the Item:

The City Council may continue the discussion in order to receive additional information.

Significant Impacts:

Park City has held many events similar to the Evening of Croquet & Badminton. Parking at the north City Park may be impacted, but on-site event coordination with police and the event organizer will keep parking inventories at a manageable level. This can be accomplished through on-site discussions. By actively addressing those Public Safety impacts with the organizer, Staff finds that these can be kept to a manageable level.

Consequences of not taking the recommended action:
The Evening of Croquet & Badminton would not take place on public property.

RECOMMENDATION:
Staff recommends the City Council conduct a public hearing and approve a Master Festival for the Evening of Croquet & Badminton for August 28, 2010 based on the following Findings of Fact, Conclusions of Law and Conditions of Approval.

Findings of Fact:

1. The Evening of Croquet & Badminton will be held on Saturday, August 28, 2010. The event will last from 5:00 pm to 9:00 pm and will occur at Jack Sutton Field.
2. Parking for the anticipated crowd of 150 people can be accommodated within the existing public parking lots in and around the venues. The conduct of the Evening of Croquet & Badminton will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its venue.
3. The events associated with the Evening of Croquet & Badminton will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
4. The event will be held at Jack Sutton Field. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
5. There is one other Master Festival or Special Event license that has been granted for August 28, 2010. The table below will show in column (A) – Geographic separation of the events; column (B) – Proposed time and duration of the events; and column (C) – Anticipated attendance; therefore appropriate findings can be made that both events can occur at the same time.

2010 DATE	EVENT	A – Geographic Separation	B - Proposed Time & Duration	C – Anticipated Attendance
Aug 28	**Evening of Croquet & Badminton**	**City Park**	**5PM-9PM**	**150**
Aug 28	Mountain Town Music-Miner Park	Main Street	1PM-5PM	200

6. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.

7. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

Conclusions of Law:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4, Chapter 8.

Conditions of Approval:

1. The applicant, at its' cost, shall incorporate such measures as directed by Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the applicant.
2. Applicants shall provide proof of liability insurance in the amount of two million dollars ($2,000,000) or more as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as additional insured. All Applicants shall further indemnify the City from liability occurring at the event except for any claim arising out of the sole negligence or intentional torts of the City or its employees.
3. All plans for tents, stages, signs and other temporary structures shall be submitted to the Building Department for review and permitting by August 24, 2010.

Attachments

Exhibit A- Applicant's Summary of Activities

PARK CITY MUNICIPAL CORPORATION
SPECIAL EVENT AND MASTER FESTIVAL LICENSE
EVENT APPLICATION - PART I

PARK CITY
1884

Special Events
435.615.5150
specialevents@parkcity.org

PART I of the Special Event and Master Festival License (MFL) must be completed and submitted electronically to the Special Events Department no less than 90 days prior to a MFL or no less than 60 days prior to a Special Event.
The application will be reviewed by the Special Events Department. *Granting of the permit is not guaranteed.*

APPLICANTION FEES – DUE AT TIME APPLICANT SUBMITS PART I

All new applications require a $100 application processing fee.
All applications for returning events require a $50 application processing fee.
The Application Fee is NON-REFUNDABLE.

ADDITIONAL FEES

Additional fees for other services, including Health Department, Fire Department, and City Services will be estimated and provided to the applicant. Applicant will receive a final invoice approximately two weeks after the event concludes.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

NAME	Moe Hickey	
STREET ADDRESS	PO Box 1404	
CITY, STATE, ZIP CODE	Park City, Utah 84060	
DAY PHONE	435-729-0233	
FAX PHONE		
E-MAIL ADDRESS	mojo2658@yahoo.com	
SPONSORING ORGANIZATION	Park City Croquet & Badminton Society	
Contact Person "ON SITE" Day of Event	Name: Moe Hickey	Cell Number: 435-729-0233

EVENT INFORMATION

Type of Event (Check all that apply):

Master Festival Criteria: A PUBLIC EVENT (If one box is checked, the event is automatically a MFL)	☐ Attraction of crowds over 500	☐ Street Closure	X Use of City park, building or property	☐ Use of off-site parking facility	☐ Use of amplified music
Special Event Criteria: PRIVATE OR PUBLIC EVENT	☐ Causes significant public impacts via disturbance, crowd, traffic/parking	☐ Disruption of the normal routine of the community or affected neighborhood	☐ Necessitates temporary business or liquor licensing	☐ Events signs, visible from public property	☐ Temporary structures

☐ Run/Walk	☐ Parade	☐ Trail Event
☐ Road Bike Event	☐ Park Festival	X OTHER (please specify): Croquet & Badminton Tournament in City Park
☐ Street Fair	☐ Concert	

EVENT TITLE:	"Evening of Croquet & Badminton"	
FIRST TIME OR ANNUAL EVENT (IF ANNUAL, HOW MANY YEARS?)	First Time	
EVENT DATE (S)	August 28,2010	
EVENT HOURS	START: 5:00	END: 9:00
SET-UP	DATE: August 28,2010	TIME: 4:00
BREAK DOWN	DATE: August 28,2010	TIME: 9 ;00

ATTENDANCE	PARTICIPANTS: 75	SPECTATORS: 75	TOTAL: 150
LOCATION	City Park Field		

OVERALL EVENT DESCRIPTION (Briefly explain event and activities):
There will be 4 croquet fields and 2 badminton courts. We will be revolving games throughout the evening. We will have space between the fields for people to picnic.

MARKETING YOUR EVENT (Your Marketing Plan is criteria for approval of your event)		
Contact the Park City Chamber/Bureau to help market y our event	435.649.6100	www.parkcityinfo.com
PLEASE DESCRIBE MARKETING AND PROMOTIONAL EFFORTS FOR YOUR EVENT: We will be sending out flyers and e-mails, as well as notifying the Chamber, the Park Record and KPCW.		

RULES AND REGULATIONS

- A non-refundable application fee is required at the time the application is submitted to Park City Municipal Corporation. For new events the application fee is $100, for returning events the application fee is $50.00.
- Part I of the application must be submitted a minimum of 90 days prior to a Master Festival License (MFL) and 60 days prior to a Special Event. Part II of the application for both a MFL and a Special Event must be submitted 45 days prior to the requested event date.
- A site plan of your event is required with your application identifying street closures, signs, supply trucks, barricades, tents, activity location, portable toilets, bleachers, other temporary structures, water stations, headquarters, solid waste containers, entrance/exits, walkways and any other details that would assist the Special Event Staff with understanding the setup of your event.
- For runs, walks and parades a site plan outlining your route must be submitted along with your Special Event Permit application. If your event will generate additional traffic, or interrupt existing traffic on any city street, a traffic control plan outlining necessary street closures is required before a Special Event Permit will be issued.
- Permit Applications may require review by the City Council for approval or denial. Need for review is based on size, location, scope and impact of event.
- An applicant must schedule a meeting with Special Event Staff 30 working days prior to event.
- A certificate of insurance must be filed with Special Event Services ten (10) working days before the event in the amount of $2,000,000. The City of Park City requires all certificates of insurance to be submitted on a standard ACORD form, or on the insurance company's letterhead. Park City Municipal Corporation must be listed as additionally insured. If you do not have insurance, the City of Park City is able to provide you insurance, at a cost, through the TULIP Program. Please visit our website at; www.parkcity.org/Special Events & Facilities/applications/index.html.
- All debris and trash must be removed from an event site immediately after the event. Failure to do so may require more City Services. All expenses will be the responsibility of the event applicant. It is highly recommended that the applicant provide recyclable receptacles at the event. Please contact a local recycle company (information provided in Application Part II). Thank you.
- Depending on the duration of your event and the availability of public restrooms, you may need to rent portable chemical toilets to accommodate participants. Park City Municipal Corporation City Code requires one (1)

chemical toilet for every 65 people. The figure is based upon the maximum number at your event during peak time. The total number of toilets will be determined on a case-by-case basis.

• You must receive approval for your event before you promote market or advertise your event. Conditional approval will be made after the event organizer submits the application and it is initially screened. Acceptance of your Special Event Application by the City is not a guarantee of the date, location or an automatic approval of your event.

• Only readily removable barricades may be used for street closures and a 20-ft lane of clearance is required for emergency vehicle access at all times. You may be required to provide advisory signs if your event impacts a major use roadway. Advisory signs are intended to provide advanced notice to the regular users of a roadway of the scheduled closure.

• In some cases, the hiring of officers from the Park City Police Department, a professional security company, or a combination of both may be required in order to obtain a Special Event Permit. The Park City Police Department determines the need, number, and type of security personnel based on expected attendance, location of the event, the presence of alcohol, history of the event, nature of the event, street closures, and the amount of advertising used for an event.

• The Fire Department must review and approve the following: your plans for first aid and/or emergency medical services; your route for emergency vehicle access;

• The Building Department must review parade floats; use of an open flame; use of fireworks or pyrotechnics; handling of vehicle fuel; cooking facilities; the location of power sources; the availability and location of on-site fire suppression equipment; the occupancy and spacing of tables or enclosures; and the use of tents, canopies or any fabric shelters. The Building Department will require an inspection before and/or during the event.

• All temporary structures, i.e. tents, stages, platforms, etc. must be engineered and stamped by a State of Utah Licensed Engineer.

• The applicant(s) shall assume and reimburse the City for any and all costs and expenses determined by City to be unusual or extraordinary, and related to the event for which the permit is sought, including but not limited to:

A. The cost of providing, erecting, and moving barricades and/or signs;

B. The cost of providing and moving garbage or waste receptacles;

C. The cost of city personnel who are required by the city to work overtime hours

• The City may require, as a condition to issuance of a permit, that a sum be deposited with the city to meet such costs. The required deposit shall not exceed one thousand dollars ($1,000.00).

AGREEMENT AND SIGNATURE

I the undersigned representative have read the rules and regulations with reference to this application and am duly authorized by the organization to submit this application on its behalf. The information contained herein is complete and accurate.

Name (printed)	Moe Hickey
Signature *(if electronic signature is available)*:	Date: July 24,2010

REMITTAL INFORMATION

Park City Municipal Corporation (PCMC) ATTN: Special Events PO Box 1480 Park City, Utah 84060 435.615.5150	*If you would like to pay by credit card or make your payment in person please contact Tommy Youngblood at 435.615.5187.*

OFFICE USE ONLY

PERMIT APPLICATION #:	ASSIGNED TO:
NOTES:	

City Council
Staff Report

Subject: PC Teen Foundation Night
Author: Max J. Paap
Department: Sustainability
Date: August 26, 2010
Type of Item: Administrative – Master Festival License

Summary Recommendations:
Review the Master Festival License application, conduct a public hearing, and approve the license for the PC Teen Foundation Night, as conditioned, on August 27, 2010 to be held at South City Park.

Description:

Topic:
PC Teen Foundation Night

Background:
Karen Marriott, on behalf of the PC Teen Foundation, submitted an application to conduct a gathering for Park City youth to recognize the beginning of the 2010 school year with a gathering in South City Park. This one day event would program the same space utilized by the Sundance Institute for 'Movies in the Park, in the six previous summers at this location. The organizer expects attendance to be around 100-150 at any given time. The space would be programmed from 7:00 pm to 11:00 pm on Friday, August 27, 2010. The organizer has met with Special Events staff to go over any logistical challenges or other issues.

Analysis:
This application is being reviewed as a Master Festival License due to the request for amplified music and use of City property.

The following areas were scrutinized by the Events Team when considering the recommendation to approve the event.

<u>City Park Activities</u>
The event organizers have requested to hold their event in South City Park on Friday, August 27, 2010. They would begin to take over South City Park at 5:00 pm to facilitate the build out the green space between the BBQ area and the music pavilion. Set up time would take approximately two hours. At 7:00 pm a DJ would play music, there would be a light dinner served, and games for the participants would be available. At 9:00 pm the movie The Sandlot will be screened with an approximate time of 101 minutes. The organizers have worked with staff to mitigate sound away from residential areas. Sound will be oriented towards Deer Valley

Drive to minimize sound impacts to the neighborhood. The event is scheduled to be finished no later than 11:00 pm.

Parking

Parking for the anticipated crowd of 100-200 can be accommodated with the public parking in City Park, the Mahwhinney lot and street parking along Park Avenue.

Use of Park

As part of the event licensing overhaul which Sustainability is conducting, we have been analyzing the number of events versus use/availability of public facilities. No conclusions have been drawn yet, but the chart below is a current estimated use of City Park. The estimated programming, including this event, is based upon a summer period of May through September. Public/Large MFL's were defined as community-wide celebrations and Small/Private programmed events were defined as smaller, private events such as weddings and family reunions.

# of available days	Available to Public	Special events	Recreation programmed
150 days	106 days	10 days	34 days

Therefore, staff finds that this event does not adversely interfere with any public use in the park.

Department Review:

Building, Sustainability, Parks , and Recreation departments have reviewed the application for the PC Teen Foundation Night and their comments have been incorporated into the report.

Alternatives:

Approve the Request:

Approve the Master Festival License allowing the PC Teen Foundation Night as described. This is staff's recommendation.

Deny the Request:

Deny the Master Festival License, preventing the addition of the PC Teen Foundation Night to Park City's schedule of events.

Continue the Item:

The City Council may continue the discussion in order to receive additional information.

Significant Impacts:

Park City has held many similar events to the PC Teen Foundation Night. Parking at the South City Park may be impacted, but on-site event coordination with police and the event organizer will keep parking inventories at a manageable level. This can be accomplished through on-site discussions. By actively addressing those Public Safety impacts with the organizer, Staff finds that these can be kept to a manageable level.

Consequences of not taking the recommended action:

The PC Teen Foundation Night would not take place on public property.

RECOMMENDATION:
Staff recommends the City Council conduct a public hearing and approve a Master Festival for the PC Teen Foundation Night August 27, 2010 based on the following Findings of Fact, Conclusions of Law and Conditions of Approval.

Findings of Fact:

1. The PC Teen Foundation Night will be held on Friday, August 27, 2010. The event will last from 7:00 pm to 11:00 pm and will occur at South City Park.
2. Parking for the anticipated crowd of 100-200 people can be accommodated within the existing public parking lots in and around the venues. The conduct of the PC Teen Foundation Night will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its venue.
3. The events associated with the PC Teen Foundation Night will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
4. The event will be held at South City Park. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
5. There is one other Master Festival or Special Event license that has been granted for August 27, 2010. The table below will show in column (A) – Geographic separation of the events; column (B) – Proposed time and duration of the events; and column (C) – Anticipated attendance; therefore appropriate findings can be made that both events can occur at the same time.

2010 DATE	EVENT	A – Geographic Separation	B - Proposed Time & Duration	C – Anticipated Attendance
Aug 27	**PC Teen Foundation Nightl**	**City Park**	**7PM-11PM**	**100-200**
Aug 27	Park City Farmers Market	The Yard	11AM-5PM	250

6. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
7. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and

willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

Conclusions of Law:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4, Chapter 8.

Conditions of Approval:

1. The applicant, at its' cost, shall incorporate such measures as directed by Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the applicant.
2. Applicants shall provide proof of liability insurance in the amount of two million dollars ($2,000,000) or more as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as additional insured. All Applicants shall further indemnify the City from liability occurring at the event except for any claim arising out of the sole negligence or intentional torts of the City or its employees.
3. All amplified music/sound may begin at 7:00 pm and at least cease by 10:00 pm on Friday, August 27, 2010 in South City Park. Amplified sound from the movie screening shall cease by no later that 11:00 pm.
4. The applicant will work with City Staff to orient the music/demonstration stage so as to minimize sound impacts to the neighborhood and the applicant shall monitor the following:
(A) The program manager, or his/her designee, shall provide on-site management for the event.
(B) A sound technician shall provide on-site monitoring for the event with music, amplified or otherwise, and any amplified event.
(C) The program manager shall be responsible to ensure that the sound system maintains the sound at an A-weighted sound level adjustment and maximum decibel level of 90, as measured twenty-five feet (25') in front of the stage.
5. All plans for tents, fireworks, stages, signs and other temporary structures shall be submitted to the Building Department for review and permitting by August 24, 2010.

Attachments

Exhibit A- Applicant's Summary of Activities

PARK CITY MUNICIPAL CORPORATION
SPECIAL EVENT AND MASTER FESTIVAL LICENSE
EVENT APPLICATION - PART I

PARK CITY
1884

Special Events
435.615.5150
specialevents@parkcity.org

PART I of the Special Event and Master Festival License (MFL) must be completed and submitted electronically to the Special Events Department no less than 90 days prior to a MFL or no less than 60 days prior to a Special Event.
The application will be reviewed by the Special Events Department. *Granting of the permit is not guaranteed.*

APPLICANTION FEES - DUE AT TIME APPLICANT SUBMITS PART I

All new applications require a $100 application processing fee.
All applications for returning events require a $50 application processing fee.
The Application Fee is NON-REFUNDABLE.

ADDITIONAL FEES

Additional fees for other services, including Health Department, Fire Department, and City Services will be estimated and provided to the applicant. Applicant will receive a final invoice approximately two weeks after the event concludes.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

NAME	Karen Marriott	
STREET ADDRESS	P.O. Box 153	
CITY, STATE, ZIP CODE	Park City, UT 84060	
DAY PHONE	435-901-5542	
FAX PHONE	N/A	
E-MAIL ADDRESS		
SPONSORING ORGANIZATION	PC Teen Foundation	
Contact Person "ON SITE" Day of Event	Name: Karen Marriott	Cell Number:435-901-5542

EVENT INFORMATION

Type of Event (Check all that apply):

Master Festival Criteria: A PUBLIC EVENT (If one box is checked, the event is automatically a MFL)	☐ Attraction of crowds over 500	☐ Street Closure	X☐ Use of City park, building or property	☐ Use of off-site parking facility	x☐ Use of amplified music
Special Event Criteria: PRIVATE OR PUBLIC EVENT	☐ Causes significant public impacts via disturbance, crowd, traffic/parking	☐ Disruption of the normal routine of the community or affected neighborhood	☐ Necessitates temporary business or liquor licensing	☐ Events signs, visible from public property	☐ Temporary structures

☐ Run/Walk	☐ Parade	☐ Trail Event
☐ Road Bike Event	X☐ Park Festival	☐ OTHER (please specify):
☐ Street Fair	☐ Concert	
EVENT TITLE:	PC Teen Foundation night	
FIRST TIME OR ANNUAL EVENT (IF ANNUAL, HOW MANY YEARS?)	First Time	
EVENT DATE (S)	8/27/10	
EVENT HOURS	START: 7:00 pm	END: 11:00 pm
SET-UP	DATE: 5:00 pm	TIME:
BREAK DOWN	DATE:	TIME: 11:30 pm

ATTENDANCE	PARTICIPANTS: 100-200	SPECTATORS:	TOTAL:200
LOCATION	South City Park		

OVERALL EVENT DESCRIPTION (Briefly explain event and activities):
Food and Beverage; DJ playing music, kids games, movie screening

MARKETING YOUR EVENT (Your Marketing Plan is criteria for approval of your event)		
Contact the Park City Chamber/Bureau to help market y our event	435.649.6100	www.parkcityinfo.com
PLEASE DESCRIBE MARKETING AND PROMOTIONAL EFFORTS FOR YOUR EVENT: Through the PC Teen website, and print material		

RULES AND REGULATIONS

• A non-refundable application fee is required at the time the application is submitted to Park City Municipal Corporation. For new events the application fee is $100, for returning events the application fee is $50.00.

• Part I of the application must be submitted a minimum of 90 days prior to a Master Festival License (MFL) and 60 days prior to a Special Event. Part II of the application for both a MFL and a Special Event must be submitted 45 days prior to the requested event date.

• A site plan of your event is required with your application identifying street closures, signs, supply trucks, barricades, tents, activity location, portable toilets, bleachers, other temporary structures, water stations, headquarters, solid waste containers, entrance/exits, walkways and any other details that would assist the Special Event Staff with understanding the setup of your event.

• For runs, walks and parades a site plan outlining your route must be submitted along with your Special Event Permit application. If your event will generate additional traffic, or interrupt existing traffic on any city street, a traffic control plan outlining necessary street closures is required before a Special Event Permit will be issued.

• Permit Applications may require review by the City Council for approval or denial. Need for review is based on size, location, scope and impact of event.

• An applicant must schedule a meeting with Special Event Staff 30 working days prior to event.

• A certificate of insurance must be filed with Special Event Services ten (10) working days before the event in the amount of $2,000,000. The City of Park City requires all certificates of insurance to be submitted on a standard ACORD form, or on the insurance company's letterhead. Park City Municipal Corporation must be listed as additionally insured. If you do not have insurance, the City of Park City is able to provide you insurance, at a cost, through the TULIP Program. Please visit our website at; www.parkcity.org/Special Events & Facilities/applications/index.html.

• All debris and trash must be removed from an event site immediately after the event. Failure to do so may require more City Services. All expenses will be the responsibility of the event applicant. It is highly recommended that the applicant provide recyclable receptacles at the event. Please contact a local recycle company (information provided in Application Part II). Thank you.

• Depending on the duration of your event and the availability of public restrooms, you may need to rent portable chemical toilets to accommodate participants. Park City Municipal Corporation City Code requires one (1) chemical toilet for every 65 people. The figure is based upon the maximum number at your event during peak time. The total number of toilets will be determined on a case-by-case basis.

• You must receive approval for your event before you promote market or advertise your event. Conditional approval will be made after the event organizer submits the application and it is initially screened. Acceptance of your Special Event Application by the City is not a guarantee of the date, location or an automatic approval of your event.

- Only readily removable barricades may be used for street closures and a 20-ft lane of clearance is required for emergency vehicle access at all times. You may be required to provide advisory signs if your event impacts a major use roadway. Advisory signs are intended to provide advanced notice to the regular users of a roadway of the scheduled closure.
- In some cases, the hiring of officers from the Park City Police Department, a professional security company, or a combination of both may be required in order to obtain a Special Event Permit. The Park City Police Department determines the need, number, and type of security personnel based on expected attendance, location of the event, the presence of alcohol, history of the event, nature of the event, street closures, and the amount of advertising used for an event.
- The Fire Department must review and approve the following: your plans for first aid and/or emergency medical services; your route for emergency vehicle access;
- The Building Department must review parade floats; use of an open flame; use of fireworks or pyrotechnics; handling of vehicle fuel; cooking facilities; the location of power sources; the availability and location of on-site fire suppression equipment; the occupancy and spacing of tables or enclosures; and the use of tents, canopies or any fabric shelters. The Building Department will require an inspection before and/or during the event.
- All temporary structures, i.e. tents, stages, platforms, etc. must be engineered and stamped by a State of Utah Licensed Engineer.
- The applicant(s) shall assume and reimburse the City for any and all costs and expenses determined by City to be unusual or extraordinary, and related to the event for which the permit is sought, including but not limited to:

A. The cost of providing, erecting, and moving barricades and/or signs;
B. The cost of providing and moving garbage or waste receptacles;
C. The cost of city personnel who are required by the city to work overtime hours

- The City may require, as a condition to issuance of a permit, that a sum be deposited with the city to meet such costs. The required deposit shall not exceed one thousand dollars ($1,000.00).

AGREEMENT AND SIGNATURE

I the undersigned representative have read the rules and regulations with reference to this application and am duly authorized by the organization to submit this application on its behalf. The information contained herein is complete and accurate.

Name (printed)	Karen Marriott
Signature *(if electronic signature is available)*:	Date: 5/15/10

REMITTAL INFORMATION

Park City Municipal Corporation (PCMC) ATTN: Special Events PO Box 1480 Park City, Utah 84060 435.615.5150	*If you would like to pay by credit card or make your payment in person please contact Tommy Youngblood at 435.615.5187.*

OFFICE USE ONLY

PERMIT APPLICATION #:	ASSIGNED TO:
NOTES:	

City Council
Staff Report

Subject:	**Risner Ridge and Risner Ridge no. 2 Subdivisions**
Author:	**Francisco Astorga**
Project Number:	**PL-10-00940**
Date:	**September 26, 2010**
Type of Item:	**Administrative – Plat Amendments**

PARK CITY 1884
PLANNING DEPARTMENT

Summary Recommendations
Staff recommends the City Council hold a public hearing and consider approving the Risner Ridge and Risner Ridge No. 2 Plat Amendments based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

For the sake of paper conversation and brevity, the plat amendments have been consolidated into one (1) staff report. However, the City Council must take separate action on each of the plat amendments

Description

Applicant:	Risner Ridge Homeowner's Association Represented by Todd Wakefield, Attorney
Location:	Risner Ridge and Risner Ridge No. 2 Subdivisions
Zoning:	Residential Development (RD) District
Adjacent Land Uses:	Residential to the north, south and west, open space to the east.
Reason for Review:	Plat amendments require Planning Commission review and City Council approval

Background
June 1, 2010 the City received a completed application for plat amendments to the two (2) Risner Ridge Subdivisions. The Risner Ridge Subdivisions are located in the Residential Development (RD) District. The proposal is to amend the Risner Ridge Subdivision and the Risner Ridge No.2 Subdivision plats to incorporate setback restrictions listed in paragraph 5.4 of the Protective Covenants for Risner Ridge dated March 21, 1989. The restrictions would be reflective in the notes sections on the amended plats.

The motive of the Risner Ridge Homeowners Association is simply to achieve consistency between the Risner Ridge Covenants, Conditions, & Restrictions (CC&Rs) and the recorded plats. Since the Risner Ridge and Risner Ridge No. 2 plats both have setback information on them and that information is inconsistent with what appears in the CC&Rs and what is permitted by the Land Management Code, there has been confusion in the past and the homeowners association would like to ensure that does not continue.

On September 11, 2008 the City Council approved this same request to amend the plats. The applicant failed to comply with a condition of approval which stated that the applicant will have to record the plat amendment at the County within one (1) year from the date of City Council approval. Recordation did not occur within one (1) year's time and the approval was void. The applicant also failed to request an extension of approval.

The Planning Commission heard this application at its regular meeting on August 11, 2010, and forwarded a positive recommendation. There was no public input.

Analysis

Residential Development District

The purpose of the Residential Development (RD) District is to:

a) allow a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,
b) encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,
c) allow commercial and recreational activities that are in harmony with residential neighborhoods,
d) minimize impacts of the automobile on architectural design,
e) promote pedestrian connections within Developments and between adjacent Areas; and
f) provide opportunities for variation in architectural design and housing types.

Risner Ridge Subdivision

The plat for this subdivision does not include any plat notes or otherwise reflect building setback requirements that are stated in the CC&Rs. Therefore, the applicant proposes to add the following note to the plat:

> *All buildings and structures on all lots shall be set back at least 15 feet from the side lot lines, 20 feet from the rear lot line, and a minimum of 30 feet from the front lot line.*

The plat amendment request includes increasing the setbacks as shown in the table below.

Setbacks	Per LMC	Per request
Front yard	20 feet, minimum	30 feet, minimum
Rear yard	15 feet, minimum	20 feet, minimum
Side yard	12 feet, minimum	15 feet, minimum

Risner Ridge No.2 Subdivision
The plat for this subdivision includes plat notes but failed to address building setbacks other than rear lot line setbacks for lots 10 through 13. Therefore, the applicant proposes to add the following note to the plat:

> *All buildings and structures on all lots shall be set back at least 15 feet from the side lot lines. Other than lots 10 through 13, setback for the rear lot line shall be 15 feet. Setback for the front lot line shall be as required by the Park City Land Management Code, but in any case not less than 15 feet.*

The plat amendment request includes modifying the setbacks as shown below.

Setbacks	LMC	Per request
Front yard	20 feet, minimum	Per LMC (no less than 15')
Rear yard	15 feet, minimum	15 feet, minimum
Side yard	12 feet, minimum	15 feet, minimum

Staff finds good cause for the plat amendments as they will increase the required setbacks in these two (2) subdivisions consistent with requirements of the private CC&Rs. The City does not enforce CC&Rs, but does enforce plat notes. Other than adding notes to the recorded plats that are already in the existing Protective Covenants for the Risner Ridge Subdivisions, no changes are being requested.

Due to the proximity to the golf course the rear setbacks for Lots 10 through 13 in Risner Ridge No. 2 Subdivision are more restrictive than the LMC requirements and vary from fifteen (15) to twenty feet (20'). Those additional setback restrictions are already noted on the plat.

The Risner Ridge Homeowners Association has confirmed with the City that there are no known structures in either of the two (2) subdivisions in material non-compliance with the proposed setbacks. Therefore no non-compliance situations will be created by the requested action.

Process
The approval of this application constitutes final action that may be appealed in District Court within thirty (30) days of approval.

Department Review
These projects have gone through an interdepartmental review. No further issues were brought up at that time.

Notice
The properties were posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record.

Public Input
No public input has been received by the time of this report.

Alternatives

- The City Council may approve the Risner Ridge and Risner Ridge No. 2 Plat Amendments as conditioned or amended; or
- The City Council may deny the Risner Ridge and Risner Ridge No. 2 Plat Amendments and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on Risner Ridge and Risner Ridge No. 2 Plat Amendments.
- The City Council may remand the item back to the Planning Commission for specific discussion on topics and/or findings.

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

Consequences of not taking the Suggested Recommendation
The note listing setback restrictions would not be put on the plats and the confusion regarding setback requirements would continue.

Recommendation
Staffs recommends the Planning Commission hold public hearings for the Risner Ridge and Risner Ridge No. 2 Plat Amendments and consider forwarding positive recommendations to the City Council based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinances.

Exhibits
Exhibit A – Draft ordinance, Risner Ridge
Exhibit B – Draft ordinance, Risner Ridge No. 2
Exhibit C – Vicinity Map
Exhibit D – Current plats

Exhibit A – Draft Ordinance No. 10-

AN ORDINANCE APPROVING THE RISNER RIDGE SUBDIVISION PLAT AMENDMENT, PARK CITY, UTAH.

WHEREAS, the Homeowners Association of the Risner Ridge Subdivision has petitioned the City Council for approval of the Risner Ridge Plat Amendment; and

WHEREAS, the properties were 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 11, 2010, to receive input on the Risner Ridge Subdivision Plat Amendment;

WHEREAS, the Planning Commission, on August 11, 2010, forwarded a positive recommendation to the City Council;

WHEREAS, the City Council held a public hearing on August 26, 2010, to receive input on the Risner Ridge Subdivision Plat Amendment; and

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

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Risner Ridge Subdivision Plat Amendment as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:
1. The property is the Risner Ridge Subdivision.
2. The property is within the Residential Development (RD) District.
3. The applicant proposes to add the following note to the plat:
   "All buildings and structures on all lots shall be set back at least 15 feet from the side lot lines, 20 feet from the rear lot line, and a minimum of 30 feet from the front lot line".
4. The plat note will increase the setbacks beyond what is required in the Land Management Code.
5. All existing buildings and structures meet the requirements of the proposed note. This note will not create any non-complying structures.
6. The City does not enforce Covenants, Conditions, and Restrictions (CC&Rs), but does enforce notes and instructions on a plat.

Conclusions of Law:

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

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will submit the amended plat to the City for recordation at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void.

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

PASSED AND ADOPTED this 26th day of August, 2010.

Exhibit B – Draft Ordinance No. 10-

AN ORDINANCE APPROVING THE RISNER RIDGE NO. 2 SUBDIVISION PLAT AMENDMENT, PARK CITY, UTAH.

WHEREAS, the Homeowners Association of the Risner Ridge No. 2 Subdivision has petitioned the City Council for approval of the Risner Ridge No. 2 Plat Amendment; and

WHEREAS, the properties were 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 11, 2010, to receive input on the Risner Ridge No. 2 Subdivision Plat Amendment;

WHEREAS, the Planning Commission, on August 11, 2010, forwarded a positive recommendation to the City Council;

WHEREAS, the City Council held a public hearing on August 26, 2010, to receive input on the Risner Ridge Subdivision Plat Amendment; and

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

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Risner Ridge Subdivision Plat Amendment as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:
1. The property is the Risner Ridge No. 2 Subdivision.
2. The property is within the Residential Development (RD) District.
3. The applicant proposes to add the following note to the plat:
   "All buildings and structures on all lots shall be set back at least 15 feet from the side lot lines. Other than lots 10 through 13, setback for the rear lot line shall be 15 feet. Setback for the front lot line shall be as required by the Park City Land Management Code, but in any case not less than 15 feet."
4. Due to the proximity to the golf course the rear setbacks for lots 10 through 13 in Risner Ridge No. 2 Subdivision are more restrictive than the LMC requirements and vary from fifteen (15) to twenty feet (20'). Those additional setback restrictions are already noted on the plat.

5. The plat note will increase the setbacks to or beyond what is required in the Land Management Code.
6. All existing buildings and structures meet the requirements of the proposed note. This note will not create any non-complying structures.
7. The City does not enforce Covenants, Conditions, and Restrictions (CC&Rs), but does enforce notes and instructions on a plat.

Conclusions of Law:

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

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will submit the amended plat to the City for recordation at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void.

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

PASSED AND ADOPTED this 26th day of August, 2010.

Exhibit C – Vicinity Map

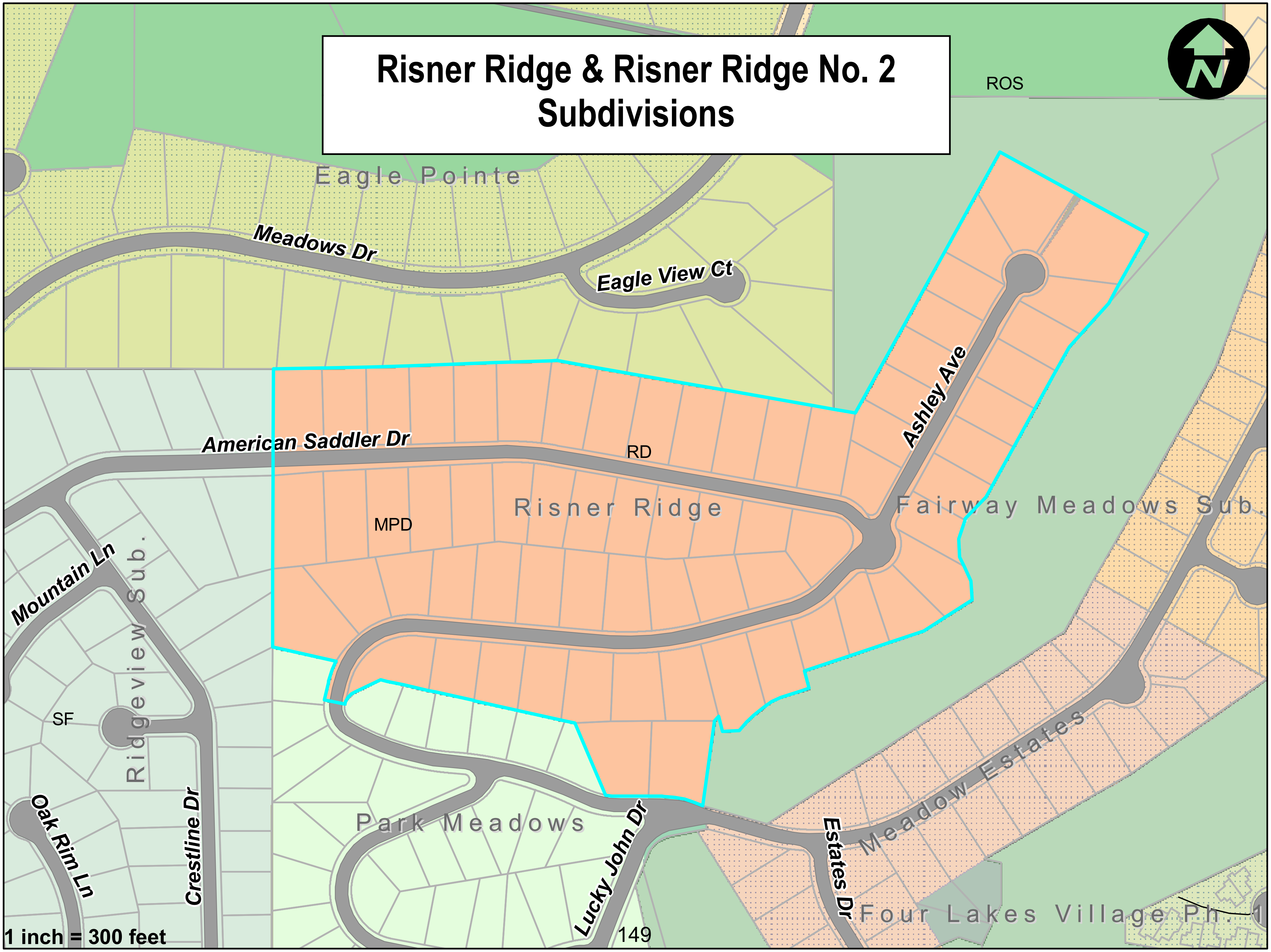
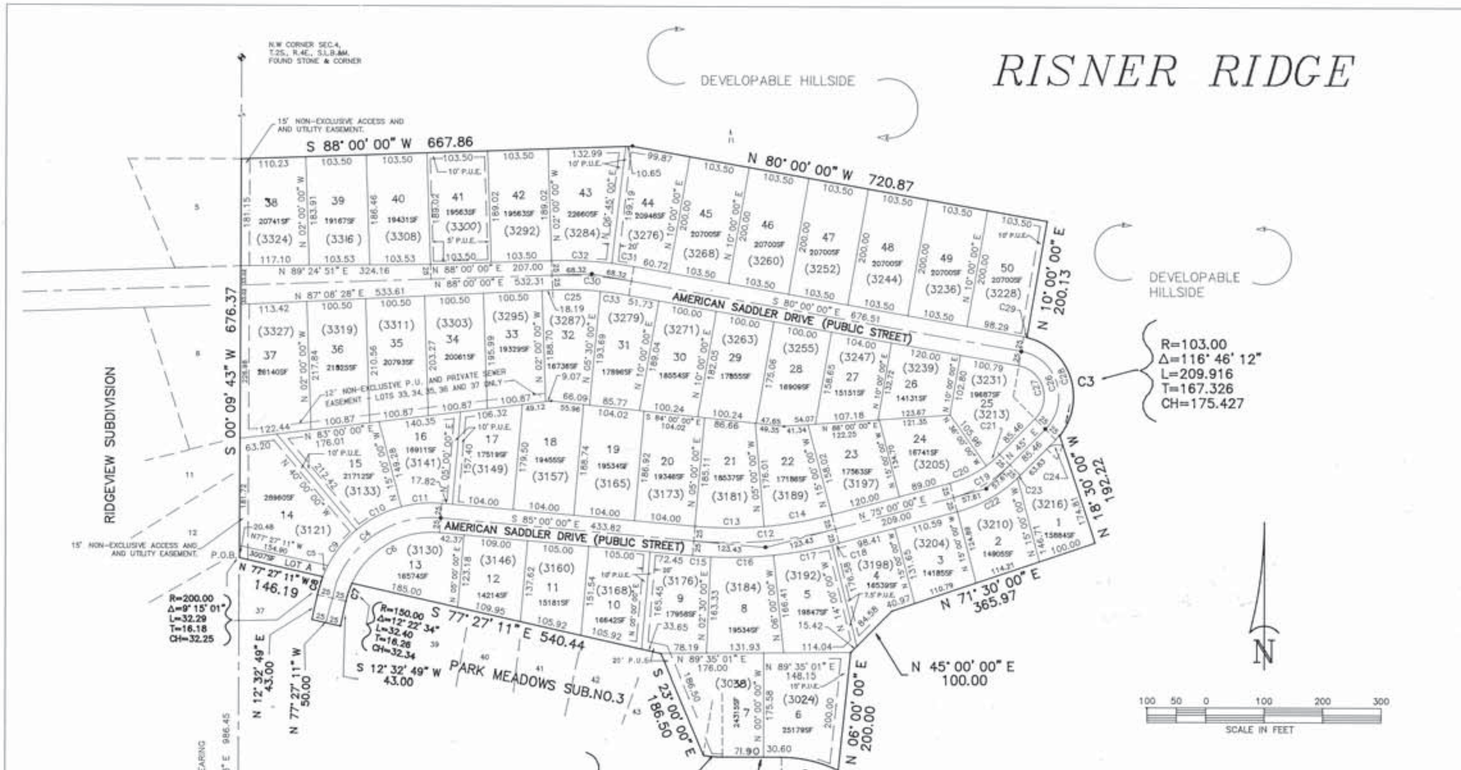


Exhibit D – Current Plats



CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
1	9° 36' 46"	187.000	31.374	31.337	15.524	N 85° 11' 37" W
2	25° 55' 50"	221.000	100.019	99.167	50.881	S 77° 02' 05" E
3	116° 46' 12"	103.000	209.916	175.427	167.326	S 18° 42' 57" E
4	82° 27' 11"	175.000	251.839	230.663	153.344	N 53° 46' 24" E
5	5° 51' 51"	200.000	20.470	20.461	10.244	N 24° 43' 45" E
6	70° 04' 37"	150.000	183.461	172.238	105.181	N 59° 57' 42" E
7	12° 22' 34"	150.000	32.401	32.338	16.264	N 18° 44' 06" E
8	9° 15' 01"	200.000	32.289	32.254	16.180	N 17° 10' 19" E
9	22° 20' 19"	200.000	77.977	77.484	39.490	N 38° 49' 40" E
10	25° 00' 00"	200.000	87.266	86.576	44.339	N 62° 30' 00" E
11	20° 00' 00"	200.000	69.813	69.459	35.265	N 85° 00' 00" E
12	20° 00' 00"	700.000	244.346	243.107	123.429	S 85° 00' 00" W
13	10° 00' 00"	675.000	117.810	117.660	59.055	N 90° 00' 00" W
14	10° 00' 00"	675.000	117.810	117.660	59.055	N 90° 00' 00" W
15	2° 30' 00"	725.000	31.634	31.632	15.820	N 86° 15' 00" W
16	8° 30' 00"	725.000	107.556	107.457	53.877	S 88° 15' 00" W
17	8° 00' 00"	725.000	101.229	101.147	50.697	S 80° 00' 00" W
18	1° 00' 00"	725.000	12.654	12.653	6.327	S 75° 30' 00" W
19	30° 00' 00"	215.000	112.574	111.292	57.609	S 60° 00' 00" W
20	21° 00' 00"	190.000	69.639	69.249	35.214	S 64° 30' 00" W
21	9° 00' 00"	190.000	29.845	29.814	14.953	S 49° 30' 00" W
22	28° 21' 27"	240.000	118.783	117.575	60.634	S 60° 49' 17" W
23	1° 38' 33"	240.000	6.880	6.880	3.440	S 45° 49' 17" W
24	67° 59' 32"	25.000	29.667	27.957	16.860	N 78° 59' 46" E
25	7° 30' 00"	625.000	81.813	81.755	40.965	S 88° 15' 00" E
26	125° 00' 00"	78.000	170.170	138.374	149.837	S 17° 30' 00" E
27	125° 00' 00"	53.000	115.628	94.023	101.812	S 17° 30' 00" E
28	125° 00' 00"	103.000	224.711	182.724	197.861	S 17° 30' 00" E
29	2° 53' 57"	103.000	5.212	5.211	2.606	S 78° 33' 02" E
30	12° 00' 00"	650.000	136.136	135.887	68.318	S 86° 00' 00" E
31	3° 15' 00"	675.000	38.288	38.283	19.149	S 81° 37' 30" E
32	8° 45' 00"	675.000	103.084	102.983	51.642	S 87° 37' 30" E
33	4° 30' 00"	625.000	49.087	49.074	24.556	S 82° 15' 00" E

LEGEND

ALL UTILITY EASEMENTS ARE AS SHOWN ON LOT 41, ANY EXCEPTION TO THE TYPICAL IS DENOTED ON THE LOT. ALL EASEMENTS ARE NON-EXCLUSIVE.

● = MONUMENT TO BE SET

(####) = STREET ADDRESS

GAS, POWER, PHONE, & CABLE SERVICE ARE NOT GUARANTEED IN ANY WAY BY PARK CITY.

SURVEYOR'S CERTIFICATE

I, HOOPER KNOWLTON JR. do hereby certify that I am a registered Land Surveyor, and that I hold certificate No. 2761, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, here after to be known as RISNER RIDGE and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point which is N 0° 09' 43" E 986.450 feet along the Section line from the West Quarter corner of Section 4, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence
N 00° 09' 43" E 676.374 feet; thence
N 88° 00' 00" E 667.860 feet; thence
S 80° 00' 00" E 720.870 feet; thence
S 10° 00' 00" W 200.132 feet to a point on the arc of a 103.000 foot-radius curve to the right whose center bears S 12° 53' 57" W; thence
Southeasterly 209.916 feet along the arc of said curve through a central angle of 116° 46' 12"; thence
S 18° 30' 00" E 192.219 feet; thence
S 71° 30' 00" W 365.980 feet; thence
S 45° 00' 00" W 100.000 feet; thence
S 06° 00' 00" W 200.000 feet to a point on the North right-of-way line of American Saddler Drive, said point being on the arc of a 221.000-foot radius curve to the left whose center bears S 25° 55' 50" W; thence
Northwesterly 100.019 feet along the arc of said curve through a central angle of 25° 55' 50"; thence
West 102.500 feet to the beginning of a 187.000-foot radius curve to the right; thence
Northwesterly 31.374 feet along the arc of said curve through a central angle of 9° 36' 46"; thence
N 23° 00' 00" W 186.500 feet; thence
N 77° 27' 11" W 540.436 feet to a point on the arc of a 150.000-foot radius curve to the left whose center bears S 65° 04' 37" E; thence
Southwesterly 32.401 feet along the arc of said curve through a central angle of 12° 22' 34"; thence
S 12° 32' 49" W 43.000 feet; thence
N 77° 27' 11" W 50.000 feet; thence
N 12° 32' 49" E 43.000 feet to the beginning of a 200.000-foot radius curve to the right; thence
Northeasterly 32.289 feet along the arc of said curve through a central angle of 9° 15' 01"; thence
N 77° 27' 11" W 146.189 feet to the point of beginning
(Containing 25.41 acres).

May 17, 1988
DATE

OWNER'S DEDICATION

Know all men by these presents that 1, the undersigned owner( ) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as

Risner Ridge

The officers who sign this deed hereby certify that this Subdivision Plat was duly authorized under a resolution duly adopted by the board of directors of the owner at a lawful meeting duly held and attended by a quorum.

In witness whereof I have hereunto set this 26TH day of MAY A.D., 19 88.

TSUNAMI LAND CORPORATION

Shelley R. Levitz, Secretary

INDIVIDUAL
ACKNOWLEDGMENT

STATE OF UTAH } S.S.
County of Summit

On the ___ day of ___ A.D., 19__ ,personally appeared before me, the undersigned Notary Public, in and for said County of Summit in said state of Utah, the signor( ) of the above Owner's dedication, ___ in number, who duly acknowledged to me that ___ signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: NOTARY PUBLIC RESIDING IN SUMMIT COUNTY

Risner Ridge

formerly known as Park Meadows No.4

located in Section 4, Township 2 South, Range 4 East, SALT LAKE BASE & MERIDIAN

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF Summit S.S.

ON THE 26th DAY OF May, 19 88, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF Summit IN SAID STATE OF UTAH, THE SIGNER(S) OF THE ABOVE OWNER'S DEDICATION, two IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT they SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES

NOTARY PUBLIC RESIDING IN Residing in Park City, Utah My Commission Expires Dec. 28, 1990

GLENNA R. COLLINS NOTARY PUBLIC STATE OF UTAH

ACKNOWLEDGMENT

STATE OF UTAH S.S.
COUNTY OF Summit
ON THE 26th DAY OF May 1988 PERSONALLY APPEARED BEFORE ME Shelley R. Levitz
WHO BEING BY ME DULY SWORN OR AFFIRMED, DID SAY THAT she IS/ARE THE Secretary OF Tsunami Land Corporation AND THAT THE WITHIN OWNER'S DEDICATION WAS SIGNED IN BEHALF OF SAID Tsunami Land Corporation BY AUTHORITY OF its Board of Directors AND THE SAID Shelley R. Levitz
ACKNOWLEDGED TO ME THAT SAID Tsunami Land Corporation EXECUTED THE SAME.

MY COMMISSION EXPIRES Residing in Park City, Utah My Commission Expires Dec. 28, 1990

NOTARY PUBLIC RESIDING IN

OWNER'S DEDICATION

Know all men by these presents that the undersigned owners of the herein described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as RISNER RIDGE, do hereby dedicate for perpetual use of the public all parcels of land shown in this plat as intended for public use.

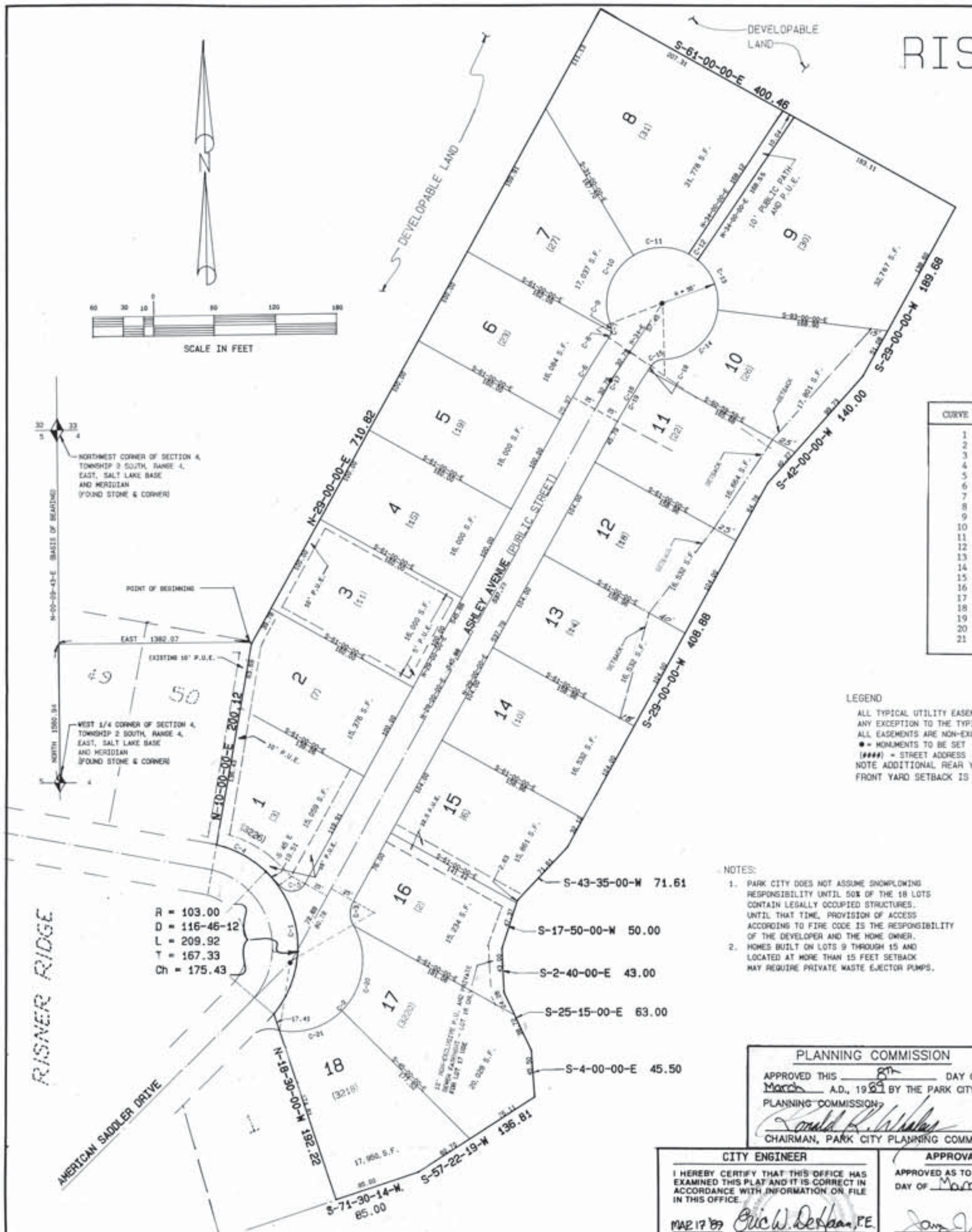
In witness whereof we have hereunto set our hands this 24 Day of May A.D., 1988.

Dean S. Loeck — Gene S. Loeck, his wife

PLANNING COMMISSION	PARK CITY ENGINEER.	APPROVAL AS TO FORM	CITY COUNCIL OF PARK CITY	RECORDED # 290977
APPROVED THIS 27th DAY OF May A.D., 19 88 BY THE PARK CITY PLANNING COMMISSION.	APPROVED THIS 31st DAY OF MAY A.D., 19 88	APPROVED THIS 27th DAY OF May A.D., 19 88	PRESENTED TO THE BOARD OF CITY COUNCIL OF PARK CITY, THIS 26th DAY OF May A.D., 19 88, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.	STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF Summit County Title DATE June 1, 1988 TIME 2:48 BOOK 481 PAGE
CHAIRMAN, PARK CITY PLANNING COMM.	PARK CITY ENGINEER	PARK CITY ATTORNEY	ATTEST. PARK CITY RECORDER — MAYOR OF PARK CITY	FEE $ — SUMMIT COUNTY RECORDER

STANDARD SUBDIVISION FORM

RISNER RIDGE NO.2



SURVEYOR'S CERTIFICATE

I, Hooper Knowlton, Jr. do hereby certify that I am a Registered Civil Engineer, and/or Land Surveyor, and that I hold Certificate No. 2761, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as RISNER RIDGE NO.2 and that the same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

REMARKS

Beginning at the Northeast corner of Lot 50, RISNER RIDGE, which point is North 1560.94 feet and East 1382.07 feet from the West quarter corner of Section 4, Township 2 South, Range 4 East, Salt Lake Base & Meridian, and running thence
North 29°00'00" East 710.82 feet; thence
South 61°00'00" East 400.46 feet; thence
South 29°00'00" West 189.68 feet; thence
South 42°00'00" West 140.00 feet; thence
South 29°00'00" West 408.88 feet; thence
South 43°35'00" West 71.61 feet; thence
South 17°50'00" West 50.00 feet; thence
South 02°40'00" East 43.00 feet; thence
South 25°15'00" East 63.00 feet; thence
South 04°00'00" East 45.50 feet; thence
South 57°22'19" West 136.81 feet; thence South 71°30'14" West 85.00 feet to the southeast corner of Lot 1, RISNER RIDGE; thence
North 18°30'00" West 192.22 feet to a point on the arc of a 103.00-foot radius curve to the left whose center bears North 50°19'51" West; thence
Northwesterly 209.92 feet along the arc of said curve through a central angle of 116°46'12"; thence
North 10°00'00" East 200.12 feet to the point of beginning.
(Containing 8.713 acres)

January 5, 1989
DATE

REGISTERED LAND SURVEYOR Hooper Knowlton, Jr. No. 2761 STATE OF UTAH

OWNER'S DEDICATION

Know all men by these presents that ____, the ____ undersigned owner( ) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

RISNER RIDGE NO.2

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.

in witness whereby ____ have hereunto set ____ this ____ day of ____ A.D. 19____

TSUNAMI LAND CORPORATION
Shelley R. Levitz, Secretary

CURVE TABLE

CURVE No.	Radius	Delta	Length	Tangent	Chord
1	103.00	116°46'12"	209.92	167.33	175.43
2	70.00	129°15'31"	157.92	147.61	126.50
3	25.00	058°14'35"	25.41	13.93	24.33
4	103.00	032°06'03"	57.71	29.63	56.96
5	15.00	106°00'00"	27.75	19.91	23.96
6	775.00	005°00'00"	67.63	33.84	67.61
7	15.00	055°09'00"	14.44	7.83	13.89
8	15.00	025°11'16"	6.59	3.35	6.54
9	15.00	029°57'45"	7.84	4.01	7.76
10	55.00	080°09'00"	76.94	46.27	70.82
11	55.00	059°47'03"	57.39	31.62	54.82
12	55.00	010°25'55"	10.01	5.02	10.00
13	55.00	057°47'03"	55.47	30.35	53.15
14	55.00	082°09'00"	78.86	47.94	72.28
15	15.00	055°09'00"	14.44	7.83	13.89
16	725.00	005°00'00"	63.27	31.65	63.25
17	750.00	005°00'00"	65.45	32.75	65.43
18	725.00	000°23'40"	4.99	2.50	4.99
19	725.00	004°36'20"	58.28	29.15	58.26
20	70.00	074°14'35"	90.71	52.98	84.49
21	70.00	055°00'56"	67.21	36.45	64.66

LEGEND

ALL TYPICAL UTILITY EASEMENTS ARE AS SHOWN ON LOT 3. AND ARE HEREBY DEDICATED ON EACH LOT ANY EXCEPTION TO THE TYPICAL IS NOTED ON THE LOT.
ALL EASEMENTS ARE NON-EXCLUSIVE.
● = MONUMENTS TO BE SET
(####) = STREET ADDRESS
NOTE ADDITIONAL REAR YARD SETBACK FOR STRUCTURES ON LOTS 10 THRU 13.
FRONT YARD SETBACK IS 15 FEET MINIMUM FOR ALL LOTS.

NOTES:

1. PARK CITY DOES NOT ASSUME SNOWPLOWING RESPONSIBILITY UNTIL 50% OF THE 18 LOTS CONTAIN LEGALLY OCCUPIED STRUCTURES. UNTIL THAT TIME, PROVISION OF ACCESS ACCORDING TO FIRE CODE IS THE RESPONSIBILITY OF THE DEVELOPER AND THE HOME OWNER.
2. HOMES BUILT ON LOTS 9 THROUGH 15 AND LOCATED AT MORE THAN 15 FEET SETBACK MAY REQUIRE PRIVATE WASTE EJECTOR PUMPS.

ACKNOWLEDGMENT
STATE OF UTAH S. S.
COUNTY OF Summit
ON THE 21st DAY OF February 19 89 PERSONALLY APPEARED BEFORE ME Shelley R. Levitz
WHO BEING BY ME DULY SWORN OR AFFIRMED, DID SAY THAT She IS/ARE THE secretary OF Tsunami Land Corporation AND THAT THE WITHIN OWNER'S DEDICATION WAS SIGNED IN BEHALF OF SAID Tsunami Land Corporation BY AUTHORITY OF By-Laws AND THE SAID Shelley R. Levitz ACKNOWLEDGED TO ME THAT SAID Tsunami Land Corporation. EXECUTED THE SAME.
MY COMMISSION EXPIRES 9/1/91
Anita Colitti
NOTARY PUBLIC
RESIDING IN Park City, Utah

NOTARY PUBLIC ANITA COLITTI STATE OF UTAH

ACKNOWLEDGMENT

STATE OF UTAH
County of ____ S.S.

On the ____ day of ____ A.D. 19____, personally appeared before me, the undersigned Notary Public, in and for said County of ____ in said State of Utah, the signer( ) of the above Owner's dedication, ____ in number, who duly acknowledged to me that ____ signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES ____ NOTARY PUBLIC
RESIDING IN ____ COUNTY

PLANNING COMMISSION
APPROVED THIS 8th DAY OF March A.D., 1989 BY THE PARK CITY PLANNING COMMISSION.
Ronald R. Whaley
CHAIRMAN, PARK CITY PLANNING COMM.

RISNER RIDGE NO.2

LOCATED IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN

CITY ENGINEER
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.
MAR 17 '89 Eric W. DeHaan, P.E.
DATE CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 17th DAY OF March A.D. 1989
ATTORNEY

CITY COUNCIL OF PARK CITY
PRESENTED TO THE BOARD OF CITY COUNCIL OF PARK CITY, THIS 16th DAY OF March A.D., 1989, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
Anita L. Sheldon
ATTEST. PARK CITY RECORDER
MAYOR OF PARK CITY

RECORDED # 306172
STATE OF UTAH, COUNTY OF Summit RECORDER AND FILED AT THE REQUEST OF Western States Title
DATE 3-21-89 TIME 2:37 BOOK ____ PAGE ____
$28.50
FEE $
Alan Spriggs
COUNTY RECORDER
"SALT LAKE BLUE"

RISNER RIDGE #2