PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
AUGUST 17, 2006

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

Tom Bakaly, City Manager; Tom Daley, Deputy City Attorney; Jon Weidenhamer, Planner; Patrick Putt, Planning Director; and Alison Butz, Project Manager

Carol Potter, Mountain Trails and Share the Road; Dr. Laura Nelson, State of Utah Energy Advisor

1. **Walk-able communities.** Jon Weidenhamer explained the make-up of the internal task force charged to determine the scope of the study, including the Share the Road group and IBI, a local planning consulting firm. He pointed out that a bike-able community will be an added component and the Share the Road group will act as a Friends liaison. Carol Potter, representing Share the Road, explained the benefits of having a variety of interested state and local agencies participating in meetings. She spoke about attending seminars hosted by Mark Fenton, a nationally-renowned walk-ability expert who offered to conduct a walk-able audit of the Park Bonanza area.

Mr. Weidenhamer recommended updating the Trails Master Plan, having the consultant assess our existing trails network, and identifying project priorities and funding sources. There was discussion about determining reasonable walking distances from destinations. Mr. Weidenhamer advised that the consultant will be asked to formulate criteria to assist in the capital improvement budget process, to hold a series of neighborhood meetings as defined by the General Plan, and to present findings to the Planning Commission and City Council. The RFP is slated to be published early September, the audit September 19, the award of the contract about mid-October, and the completion of the study in February.

In response to a question from Joe Kernan, Mr. Weidenhamer expected that there will be different levels of financial commitment associated with recommended improvements. Roger Harlan expressed that the City is on the right track. Jim Hier advised devoting enough time to the RFP so that the scope is clear. The Mayor stated his support for the project as proposed. Marianne Cone asked if the Trails Master Plan will be a helpful tool. Matt Twombly explained that the Master Plan is primarily geared toward new development, i.e., location of easements, connections, etc., rather than improvements to established neighborhoods.

Mr. Weidenhamer discussed the two walk-able projects underway. He referred to a neighborhood meeting held on July 19 regarding the Racquet Club improvements where there was general support from residents. The plan includes installing a temporary bus pull-out and moving the Racquet Club's main entrance. A permanent bus area and intersection alignment will be constructed after the remodel of the building. He continued to explain that the school drop-off zone on Lucky John Drive has been a concern of the neighborhood. The challenge is meeting the needs of different user groups and a plan was presented to the School Board Tuesday evening. A berm is contemplated between the drop-off and the street. There are five to six parallel parking spaces available but neighbors are opposed to parking there in general. Because of the lack of consensus from the School Board, he recommended that a temporary drop-off zone be tried to assess separating cars and traffic on Lucky John Drive. The final plan will identify permanent parking to the west, closer to school property, and a memorandum of understanding will be executed between the City and the School District. In response to a question from Jim Hier, it was indicated that the storage shed will be moved. Mr. Hier pointed out that the plan will severely impact parking for patrons using the fields. Planner Weidenhamer responded that this has not been communicated with the recreation leagues and the neighborhood has not provided input on parking. Mr. Hier suggested a *waiting zone* for picking up students; adequate directional signs, and monitoring circulation by the District. Marianne Cone acknowledged the conflicts with dropping off kids and parking and believed the project should be a drop-off zone. Jim Hier felt that parking problems occur in the afternoon when kids are being picked up. There was discussion about designing the drop-off wide enough so there is enough room to pass a parked car. Roger Harlan pointed out the congestion on SR248 because of left-hand turns to the schools and the Mayor noted that the cross-walk at Comstock is also a major problem.

Marianne Cone stated her support of realigning the intersection at Little Kate and Monitor Drive. However, she felt that the entrance to the Racquet Club at its current location should be maintained to keep cars separate from people exiting and accessing the building. Candace Erickson indicated her general support. Tom Bakaly explained that staff will move ahead on temporary improvements at the Racquet Club and work with the School District on a memorandum of understanding for the construction of a drop-off zone.

2. Council questions/comments. Roger Harlan reported on the status of closings of units scheduled for the 555 Deer Valley Drive affordable housing project. As soon as all units are sold, the City will be repaid and this will probably occur in September. There was discussion about the two historic structures; one has been sold and it was pointed out that all properties are subject to affordable housing requirements and restrictions. Patrick Putt explained that the MPD approval contemplated disassembling the structures and the architectural details are consistent with approved plans. When the siding was removed and evaluated by the Building and Planning Departments and the architect, it was found that only about 30% could be reused, which would be installed on the front sides of the buildings. There were associated issues with doors which have been replicated and he felt that the intent of the approval has been generally met. There were no historic grants awarded to the project.

Joe Kernan discussed the County Fair, specifically the dunk tank. Jim Hier commended staff on the pig roast held at McPolin Farm last weekend and also the Women's Golf Association Invitational Tournament being held this week where the funds raised benefit the Huntsman Cancer Center. Marianne Cone reported on the success of the Share the Road Rally where a lot of information was exchanged. She commented on the Tour of Utah and the pig roast and publicly recognized the good job Human Resources Director Kim Leier for doing for the City. Candace Erickson congratulated staff for getting the rink open and Marianne Cone for helping to organize the Share the Road event. She mentioned that a quilt has been donated to the Friends of the Farm who will use its own funds to build a display in the little house; Council members supported the project. Ms. Erickson also felt that the pig roast was a great success and encouraged the public to participate in the scarecrow project at the Farm this fall. She reported on an Envision Utah meeting attended today where the expansion of light rail and sales tax legislation were discussed. The latter is probably a good discussion topic for Council. Quality growth strategies were reviewed and she felt that the City adheres with many of Envision Utah's promoted principals.

Mayor Williams thanked Max Paap for his involvement in the Mustang Rally last weekend. He has been contacted by Iron Canyon residents about parking at the trail head and recommended meeting with the neighborhood since in-fill development has occurred on the cul-de-sac. Matt Twombly reported that the City and the Fire District will meet on this issue and report back to Council. The Mayor spoke about being invited to Real Madrid activities over the weekend and his presentation on renewable energy at the Utah Association of Municipal Power Producers annual conference. He reported that the West Nile Virus has been detected in ten Utah counties.

Myles Rademan commented on SOS, the private organization charged with promoting the open space bond. The part-time residents' party at the Symphony at Deer Valley over Arts Festival Weekend was a good event. Ms. Erickson presented an idea brought up at a Friends of the Farm meeting, to create a newsletter for members, which was determined to be too expensive to produce. She asked if Friends of the Farm could be included in the City's regular updates and Mr. Rademan indicated that he could accommodate them. He discussed the upcoming City Tour.

3. Presentation by Dr. Laura Nelson. Dr. Nelson described her position as the Energy Advisor to Governor Huntsman. She is charged to develop a policy for the state, coordinate with other states agencies for implementation of programs, and provide advice on energy issues. This translates into working with stakeholders including communities, the Legislature, industry, and consumers. She spoke about the dissolution of the prior energy office and the staffing and funding allocated to the new department to develop effective programs. The state has formlulated an advanced performance rating system for buildings and are progressing on major retrofits for old state buildings and institutions. Dr. Nelson discussed the clean vehicle grant program which is functioning better with the reorganization.

She explained that the Legislature developed House Bill 46 which contains energy policy principals, codifies her position as Energy Advisor and identifies the Governor's work plan. The following areas of study are as follows: transmission to load centers, energy efficiency, advancement of regional and local renewal development, oil and gas development and mitigation, regulating oil shell and tar sands mining, and the potential for nuclear power. She explained each directive in detail. In response to a question from Jim Hier, Dr. Nelson explained the process for establishing a baseline for measuring energy effectiveness.

4. Art Board interviews. The City Council interviewed the following applicants: Rhoda Stauffer, Puggy Holmgren, Chelsea Deckert, Hilary Nitka, John Vrabel, Emily Chaney, Mary Anne Neumeister, and Stew Gross.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
AUGUST 17, 2006

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 17, 2006. Members in attendance were Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Tom Daley, Deputy City Attorney; Matt Twombly, Project Manager; Polly Samuels McLean, Assistant City Attorney; Jonathan Weidenhamer, Planner; Myles Rademan, Public Affairs Director; Dave Gustafson, Project Manager; Ken Fisher, Recreation Director; and Phyllis Robinson, Project Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

1. Disclosures - Joe Kernan disclosed that he has recycling contracts with Rail-Central tenants and Main Street customers.

2. Oath of office for Police Sergeant Bob Lucking – Chief Lloyd Evans explained the process for the appointment to Sergeant, and the Mayor administered the oath of office.

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

None.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF JULY 27, 2006 AND AUGUST 3, 2006

Roger Harlan, "I move approval of work session notes and minutes of the meetings of July 27 and August 3". Marianne Cone seconded. Motion unanimously carried.

V RESIGNATIONS AND APPOINTMENTS

Acceptance of resignation of Historic Preservation Board Member Roger Durst and appointment of Ken Martz to fill his unexpired term to June 30, 2008 – Marianne Cone, "I move that we accept the resignation of Roger Durst and appoint Ken Martz to fill his unexpired term to June 30, 2008". Jim Hier seconded. Motion unanimously carried.

VI OLD BUSINESS

Amendment to the Rail-Central Encroachment Agreement – Centura Development – Matt Twombly explained that this request is to construct an additional 12 parking spaces behind Building #2 of the Rail-Central Project. It was discussed and continued from the August 3 meeting so that Council would have an opportunity to review the final agreement. The completion date for the pedestrian connection is specified as December 31, 2007.

Jim Hier disclosed that he met with Rodman Jordan earlier in the week and he asked Mr. Jordan to share his concerns. Mr. Jordan referred to the provision dealing with the pedestrian connection and was concerned with the wording, *"This approval in no way (is) intended to contradict the Land Management Code requirement for on-site parking and accordingly is not intended to facilitate the use of parking on the south side of the Rail Tail for development on Centura property to the north".* He explained that amendments to the General Plan affecting the Park Bonanza District are proceeding and one consideration is consolidated parking. There may be a possibility of conflicting provisions once General Plan amendments are made and the property will always be required to comply with the Land Management Code. There is the possibility that the final language of the amended General Plan will conflict with the encroachment permit. Polly Samuels McLean pointed out that the timing for the completion of the pedestrian bridge is a Council decision. The subject phrasing was included in the document to clarify Council's original intent that the pedestrian bridge was not intended to be created for access to commercial parking. If there is a resulting conflict in provisions, Centura can return to request an amendment to the encroachment agreement. Council member Hier noted that Centura property to the north contains more than one parcel and suggested it to be described as *directly adjoining property to the north.* Another general concern is whether this is overly restrictive with regard to future implementation of walk-able community initiatives. Tom Bakaly clarified that the goal in this wording is consistency with conservation easement language and Ms. McLean added that the conservation easement should be strictly adhered to.

Joe Kernan understood that the pedestrian bridge was already evaluated for compliance with conservation easement language earlier. He felt that Council should focus on the matter of parking and the draft as it was presented at the last meeting. If the developer receives a benefit for additional parking, that can be considered at a later date. He favored striking the language. Marianne Cone stated that she is comfortable with the document as written, since it can be amended in the future if needed. Candace Erickson favored waiting to see what happens with regard to consolidated parking, so that there aren't contradicting provisions. Roger Harlan believed Council should restrict its review to the issues discussed two weeks ago. Jim Hier disagreed and felt that at that meeting, there were other elements of the agreement that were raised, including requirements for landscaping. In response to comments made by Mr. Hier about the Deer Valley Maintenance Building, Rodman Jordan explained that Centura plans to redevelop that property in a future phase. It was remodeled but will be torn down and that project will provide required parking; he discussed a circulation plan. He asked the purpose of creating a new constraint when the property is already subject to the LMC.

Polly McLean felt that the bridge was never contemplated as a connector between two commercial properties which would not strictly adhere to the open space bond. The bridge was intended for access to the Rail-Trail and not for commercial purposes. Her legal advice is that there can not be a pedestrian bridge on open lands property in order to connect two commercial properties. The Mayor agreed that the wording should not be changed. Joe Kernan pointed out that the agreement does not contain that statement and perhaps should be included in the document. The question as to the value of any additional parking on the north side is a future discussion. Rodman Jordan withdrew his opposition.

Candace Erickson, "I move we amend the Rail-Central Encroachment Agreement with Centura Development as it is currently written". Jim Hier seconded. Motion carried.

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

The Mayor changed the order of the agenda and opened the public hearing on the ordinance regulating use of outdoor decks and balconies at this point in the meeting.

VII NEW BUSINESS

1. Authorization to the City Manager to enter into a professional service provider contract for the Park City Police Facility Project, in a form approved by the City Attorney, to Consolidated Engineering Laboratories in the estimated amount of $28,148 – Dave Gustafsen explained that the purpose of the contract is to perform specialty inspections on the police facility. This cost is included in the project's budget. Marianne Cone, "I move that we authorize the City Manager to enter into a professional service provider contract for the Park City Police Facility Project, in a form approved by the City Attorney, to Consolidated Engineering Laboratories in the estimated amount of $28,148". Jim Hier seconded. Motion unanimously carried.

2. Resolution providing for the holding of a special bond election on November 7, 2006 for the purpose of submitting to the qualified electors of the City the question of the issuance and sale of General Obligation Bonds of the City in an amount not to exceed $20,000,000; declaring official intent with respect to certain expenditures; and providing for related matters – Item 2 was discussed before Item 1 of New Business, but appears here for reference purposes. Myles Rademan explained that the $20 million bond election is recommended to be held in November. City voters supported both the

1998 and 2002 issues, and all funds, except about $1 million has been spent. The bond language will read:

> *"Shall Park City be authorized to issue General Obligation Bonds in an amount not to exceed $20 million to mature no more than 21 years from the date or dates of such bonds are issued to improve and forever preserve park and recreational land together with related historical or cultural improvements to protect the conservation values thereof, to remove existing unneeded manmade improvements, to make limited improvements for public access, parking and use".*

The cost will be about $50 per $100,000 valuation for a primary residence for the new bond and prior open space bond debt. He explained the role of the advocacy group promoting the bond. Joe Kernan expressed his support of the initiative but suggested that the ballot language be clearer by referring to the property tax increase. Myles Rademan indicated that the brochure promoting the bond will address property tax. Brandon Johnson, Chapman and Cutler serving as bond counsel, explained that he has never seen the property tax wording and spoke about the information brochure. The proposition addresses the bond itself and he recommended that the ballot language be simple and concise.

Courtney Stern, committee member, emphasized how well supported the last two bond issues were in the community and discussed the importance of preserving open space and wildlife habitat. She felt that having additional bond money to acquire open space will benefit the entire community and urged the adoption of the resolution.

Gordon Strachan expressed his support of the initiative and the wisdom of Park City to continue to actively pursue this effort.

Kelly Thorpe believed that open space purchases positively affect everyone in the community and supports adoption of the resolution.

Marianne Cone asked how the word "*unneeded*" will be defined. Myles Rademan acknowledged that it wasn't included in the language for the last two bonds, but pointed out the potential of acquiring property with structures and staff desires to keep this option available. There will be a representative group who will decide on a case-by-case basis what "unneeded" manmade structures should be removed. Candace Erickson indicated her support and encouraged the public to vote. Joe Kernan again asked that "property taxes" be included in the ballot language; this was not supported by other members. Myles Rademan stated that this will be clear in the brochure.

Jim Hier, "I move we adopt the open space resolution authorizing the $20 million open space bond on the November 7, 2006 General Election Ballot". Roger Harlan seconded. Motion unanimously carried.

3. Authorization to enter into a service provider contract with Gould Evans, in a form approved by the City Attorney, for the design and development of construction documents, bidding assistance and construction observation for the remodel of the City Park Recreation Building, 1400 Sullivan Road, in the amount of $45,000 – Ken Fisher referred to his staff report and clarified that the project will be phased. Jim Hier, "I move that we authorize the City Manager to enter into a service provider contract with Gould Evans, in a form approved by the City Attorney, in an amount not to exceed $45,000". Candace Erickson seconded. Motion unanimously carried.

4. Property Exchange Agreement between Park City Municipal Corporation and the Park City Fire Service District of property located at 1333 Park Avenue and 1353 Park Avenue for the parcel located at 2360 Holiday Ranch Loop Road, Park City, Utah – Phyllis Robinson recommended that Council hold a public hearing, consider input and act on the agreement. This is not a real estate purchase contract because it involves the exchange of property between two parties, consistent with state code. The transaction involves three parcels. Lot 1 of the Creekside Subdivision will be transferred to the Fire District for the purpose of constructing a new fire station. The City will make a cash payment of $1.5 million to the Fire District in exchange for the Park Avenue property. She pointed out that the City is required under state law to provide a benefit analysis which is included in the staff report and has been available for the public to review over the past few weeks. The Mayor opened the public hearing and hearing no comments, closed the hearing.

Joe Kernan, "I move we authorize the City Manager to enter into a property exchange agreement between Park City Municipal and the Park City Fire District for the above-mentioned property". Marianne Cone seconded. Motion unanimously carried.

5. Public hearing on the consideration to amend Section 4-4-16(k) of the Municipal Code to allow Liquor Licensed establishments to use their decks and patios until 1:00 a.m. – This discussion occurred after the Rail-Central Encroachment Permit item, but appears here for ease of reference.

Jonathan Weidenhamer explained that this appears on the agenda in response to a request from the Main Street merchants which triggered a broader review of the City's noise regulations, which will also be reviewed by the Planning Commission next week. He discussed noticing the neighborhoods and businesses. The HMBA requests consideration of the manner in which the City measures and defines an acceptable level rather than an excessive level. He pointed out the four options outlined in the staff report, including (1) allowing patrons on decks and patios until 1 a.m. provided that food and alcohol are not served or consumed; (2) allowing outdoor dining outside after 10 p.m. but not for bar operations; (3) allowing Options 1 or 2 with a sunset provision; and (4) do nothing. Staff is recommending Option 1. The Mayor opened the public hearing.

Barbara Kuhr, Park Avenue resident, spoke about the neighborhood's relationship with the City under the home owners group, UPAPA. She thanked the Council for the opportunity to speak and felt that there is a solution for Main Street and the surrounding neighborhoods so that everyone is successful. Adjacent neighbors already deal with bar noise emanating from Main Street until 1 a.m. and this is why the ordinance was changed in the 1980s. Please do not change the ordinance, enforce it.

Bill Dark, Park Avenue resident, questioned the decibel level of laughter or conversation. What does it take to wake someone up? Currently, residents can expect nine hours of quiet time from 10 p.m. to 7 a.m. If the ordinance is changed to 1 a.m., it diminishes sleep by three hours. Residents are willing to put up with the noise until 10 p.m., but not 1 a.m.

Gordon Strachan, attorney on Main Street and Old Town resident, recalled deliberations on the current ordinance and urged Council to not amend it.

Connor Watts, Sidecar owner, urged Council to establish an acceptable level of noise. Business owners have no control over patrons when they are on the street. He felt there is can be an acceptable level after 10 p.m. and supports Option 1. Limiting use of his deck drives people out of his establishment. When the no smoking laws become effective, more people will be out on the street where there is no ability to control noise.

Kevin Blake, restaurant owner and representative of the Restaurant Association, explained that he has a second floor business. The Association believes the ordinance needs to be amended and there is a compromise position. Use of decks is vital to the success of restaurants because of expanded seating but he is sympathetic to the neighborhood. The Mayor asked that the Association to provide input on Option 2.

Bruce Sanchez, Rossi Hill resident, spoke about transient noise emanating from open doors of bars and restaurants and the loud clatter from dumpster activity. He felt there is no way to control noise with a decibel method. He felt 1 p.m. is unreasonable.

Andy Sepy, 421 Park Avenue, explained that his house is directly behind Harry O's and strongly discouraged amending the ordinance and he is also concerned about the proliferation of deck use.

Alan Schueler, Prospect Avenue resident, expressed he couldn't imagine Old Town being noisier than it already is and asked that an acceptable noise level be defined.

Tim Lee, Rossi Hill resident, emphasized that the noise from Main Street is already too loud and expanding the ordinance would be terrible. Swede Alley acts like an amphitheater and he spoke about quality of life issues on Ontario. He felt that there were good reasons for enacting this noise ordinance years ago, which works. Don't change the ordinance.

Ramona Meyer, Park Avenue, addressed compounded noise from a number of establishments heard at her location. The amendment will affects residents who would like to enjoy their evenings.

Todd Ford, Park Avenue resident, echoed his support of downtown businesses but felt that 1 a.m. seems excessive. He believed that distinguishing between bars and restaurants makes some sense. Enforcement of decibel levels seems awkward and should be reconsidered.

Ron Whaley, 819 Park Avenue, stated that his opposition to the current ordinance which is evident with his lawsuit against the City regarding noise. Tonight's discussion is quite predictable because some time ago, the City decided to more than double the allowable decibel reading. The City Council must reign in the human cry for more allowances to the business community.

Mike Wong, business owner, stated that he was born and raised here and returned to Park City after school to operate a business. The outdoors is a critical component for visitors and it is a shame not to allow use of decks. This is a democracy and there are patrons who want to go outside after 10 p.m. but are forced on the street. He supports an amendment to the noise ordinance.

Jack Meyer, Park Avenue, agreed with prior comments made by residents, and explained his situation living behind 412 Bistro. The level of noise significantly escalates with opened doors and he also commented on Main Street noise after 10 p.m. which is often very loud and unpredictable.

Lynn Suksborf, Director of Egyptian Theater, explained that the box office promotes Main Street restaurants and about 31% of their patrons indicated that they want to do something on Main Street after a performance. Most people prefer having dinner and drinks after the show. About 47% travel from Salt Lake and expect to spend an evening in Park City. Mr. Suksborf mentioned that the theater is sold out for the next four nights; this represents 266 seats a night. Attendees at later performances aren't able to be served by local restaurants. He felt there can be a compromise reached to accommodate guests of the City.

Lisa Kristopherson, martini bar owner, felt that bars are already "*boxed in*" and hates to see another distinction made in regulating them.

Jesse Shetler, owner of Butchers and No Name Saloon, stated that when the no smoking laws become effective, there will be more noise on the street. He is in favor of amending the ordinance but isn't sure if 1 a.m. is the right time. He acknowledged the noise impacts to adjoining neighborhoods and supported Option 2.

Russ Wong, resident and Main Street Mall owner, felt that noise is a separate issue. The matter at hand is extending the hours of use of a balcony after 10 p.m. He felt it is reasonable to extend hours and asked if residences would be in violation of holding an outdoor party after 10 p.m.

Mike Sweeney, Main Street property owner, explained that he conducted a decibel study which he will present to the Planning Commission next week. He stated that Park City is a resort community and 77% of tax revenues are provided by businesses. He shared his decibel findings for daytime uses including motorcycles, MFL music, and the trolley, etc. which ranged from 99 db to 110 db. The level for people talking is less than 80 db, music from open doors from 50 feet at less than 65 db, talking on neighborhood and commercial decks less than 75 db, and barking dogs about 90 db. He emphasized that outdoor dining is important to the community and attract people who actually spend money on Main Street, unlike bars. There was less noise downtown during the Arts Festival because there were no cars on Main Street. Mr. Sweeney stated that he conducted the analyses on July 2, 2005 until 2 a.m. and on August 4, 5, 11, and 17, 2006.

Candace Erickson understood that restaurants don't serve past 10 p.m. Mr. Blake of the Restaurant Association responded that 99% of the restaurants remain open to at least 10 p.m. but not in the shoulder seasons. Marianne Cone felt it reasonable to provide residents with a respite from noise, especially in consideration of the daytime impacts of construction noise. Jim Hier believed that allowing people on decks to smoke may be something to consider and agreed with Mike Sweeney that Park City is a resort town. However, we are also a community, not just a resort, and must take into consideration the interests of residents as well as businesses. It's important to balance interests which may be different than other competing winter resorts like Aspen or Vail. Mr. Hier expressed that it behooves us to ponder this to arrive at a compromise for all interested persons. Roger Harlan felt it would be difficult to monitor patrons taking drinks and/or food outside without opposition. Joe Kernan expressed the importance of accommodating visitors. The Mayor stated that this is going to be a tough decision and emphasized that the Council has the responsibility to hear controversial requests; public input is very important to the City Council. Marianne Cone, "I move that we continue this to our meeting on August 24, 2006". Jim Hier seconded. Motion unanimously carried.

There was discussion about the amendments pertaining to the LMC that the Planning Commission is currently examining. A distinction between establishments associated with Option 2 can be made in the LMC which regulates restaurants and bars, not the Municipal Code. He pointed out that if the Municipal Code is not amended, there would be no reason to address it at the Planning Commission level. Marianne Cone stated that she is not in favor of changing the ordinance. There was a suggestion about assigning a six-month sunset clause, and Roger Harlan pointed out that in six months, it will be winter and not an issue. Joe Kernan supported the Council making a decision on Option 1. The Mayor preferred that Council be presented with some options next week. There was again discussion about separate Municipal Code and LMC amendments and Tom Bakaly explained that the Municipal Code relates to Option 1 but consideration of additional options need to be reviewed by the Planning Commission first. Roger Harlan felt that approving an amendment next week would provide at least a two to three week trial period to assess potential impacts of extending hours on outdoor decks. It was decided to deliberate on Option 1 next week.

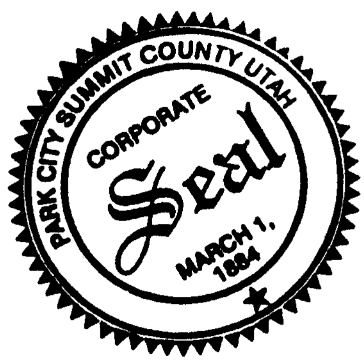
VIII ADJOURNMENT

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

Prepared by Janet M. Scott

Janet M. Scott

Janet M. Scott, City Recorder



City Council Staff Report

PARK CITY 1884

Author: Jonathan Weidenhamer
Subject: Walkability/Bikability Study
Date: August 17, 2006
Type of Item: Informational update

Summary Recommendation:
Review and discuss the scope and timeline of the Walkable/Bikable Community RFP/RFQ and related capital projects and provide direction. The Council may consider taking public input on this topic.

Scope of Study
During the recent budget update, Council funded a Walkable Community Study in the amount of $100,000. Council later appropriated an additional $50,000 to expand the scope to contemplate the overall impacts of traffic on the City's walkability and connectivity. An internal staff task force has been formed to oversee the study and define the scope of the RFP/RFQ. The group includes Patrick Putt (Planning Director), Eric DeHaan (City Engineer), Kent Cashel (Deputy Public Works Director), Matt Twombly (Parks Planner), and Jonathan Weidenhamer (Sr. Planner/Economic Development).

The task force has recommended 3 items:

1. Expand the name of the study to include "bikability" as well.
2. That the community "Share the Road" group (formerly known as Alternative Transportation Committee) be used as a public input resource as the Study moves forward.
3. The Walkable Community Audit of the Park Bonanza area, scheduled for September 19, 2006, be included as background to the Study (Exhibit 1)

The conceptual scope of the Study was submitted to Council as part of the budget update. Currently "alternative transportation" is being addressed at varying fronts, levels, and efforts by staff, all part of the larger City Transit/Transportation Management Strategic Plan. In an effort to organize these staff efforts and define a concise yet inclusive RFP/RFQ, staff has engaged the IBI Group, an international Planning and Design firm that have a local office in Park City. Staff was interested in using IBI due to the creative ideas they expressed on these topics through their proposals and interviews for the original Downtown Projects RFP. Their project Manager, Dave Nicolas, is a licensed landscape architect who lives locally and has experience in transportation and trails planning.

IBI and staff are currently finalizing the RFP. The following sections are included:

1. Trails Master Plan (TMP) Update - The resulting study will recommend language updates as necessary to the greater TMP promoting walkability/

bikability as well as include an addendum incorporating findings from the study.

2. Existing Network Assessment – The study will identify neighborhood assets and service facilities, as well as define acceptable walking and biking distances. Deficiencies will be noted including defining necessary rights-of-way widths and other infrastructure.
3. Improvement Projects and Design Standards – The study will create a detailed list of projects and potential funding sources, building on existing TMP design standards.
4. Prioritization of Projects and Action Plan – Establishment of evaluation criteria to enable the prioritization of projects through the annual budget process beginning in March, 2006.
5. Public Involvement – The consultant team will be expected to facilitate neighborhood meetings and coordinate presentations to the Planning Commission and City Council.

Timeline

- RFP/RFP advertisement dates – September 6, 2006 – September 13, 2006
- Park Bonanza Walkable Community Audit – September 19, 2006 (Exhibit 1)
- Submittal Deadline – September 28, 2006
- Award of Contract – October 19, 2006
- Completion of study – February 1, 2007

Related Walkable construction

During the recent budget review, Council set money aside in the CIP budget ($75,000) to fund a realignment of the intersection at Monitor Drive and Little Kate Road at the entrance of the racquet club. Currently the Recreation staff is in the initial planning stages of remodeling and relocating the front entrance of the racquet club across from Monitor Drive. In the interim, Staff has explored other possible projects that could advance community pedestrianization goals. The following projects can be completed, if approved by City Council, within the approved budget:

- Racquet Club/Monitor Drive/Little Kate Road (See exhibit A)
    - Phase IA (summer/fall '06) – Closure of existing entry to racquet club at Monitor Drive; Install a bus pull out in front of racquet club.
    - Phase IB – Install 3 way stop at intersection of Monitor/Little Kate (if warranted)
    - Phase II (future) – Remodel to front of racquet club/intersection realignment
- School Drop Zone on Lucky John Road (Exhibit B), subject to School Board approval.

On July 25, 2006 staff held a community input meeting at the Racquet Club. Approximately 19 members of the public were in attendance, as were 3 City Council members and City Staff. A list of attendees as well as suggestions and ideas (exhibit E) taken from the meeting are attached. Staff has also received 5 e-mails on the topic (Exhibit E). Regarding the proposed improvements at the racquet club, although some discussion was heard on the effectiveness of stop signs as traffic calming devices, there was consensus on moving forward with these projects, including the bus pull out on Monitor Drive which is scheduled to begin construction in September.

Regarding the School Drop Zone, more dialogue was heard from adjacent neighbors and the different user groups. At the heart of the issue is the use of the area as a school drop zone versus more of a parking area (both short and long term). The final design should ultimately reflect the preferred use. Since no consensus was reached, the School District's engineer is currently finalizing options for consideration. Steve Oliver with the School District is planning to discuss the school drop-off at the August 15 School Board meeting, and we will update Council on those discussions. The adjacent neighbors are concerned more impacts are created by use of the area for parking as opposed to just a "drop-off" zone.

Timeline

- July/August - Design and Engineering of School Drop zone
- August 24 – Work Session discussion & presentation of possible School Drop options from School District Engineer; possible approval
- September - Possible construction (subject to Council/School Board approval)
- September – Possible begin bus pull out & 3 way stop at racquet club (Phase I A& B)

Department Review: The City Manager's Office, Legal, Public Affairs, Engineering, and Planning Departments have reviewed this report.

Recommendation

Review and discuss the scope and timeline of the Walkable/Bikable Community Study and related capital projects and provide direction. The Council may consider taking public input on this topic.

Exhibits

Exhibit 1 – Park Bonanza Walkable Community Audit flyer
Exhibit A – Proposed Racquet Club projects
Exhibit B – Proposed School Drop Zone project
Exhibit C – July 26, 2006 Park Meadows Community Input Meeting – list of attendees
Exhibit D – Suggestions and ideas heard at community meeting
Exhibit E – Written comments received

Exhibit 1
Walkable Community Audit -Park Bonanza

Speaker/Host

On Tuesday, September 19th, nationally-renowned walkability expert and physical activity promoter Mark Fenton and Physical Activity and Public Health will present a "Walkable Community Audit" of the NOMA District in Park City.

Mark Fenton is host of "America's Walking" on PBS television, author of "The Complete Guide to Walking for Health, Weight Loss, and Fitness" (Lyons Press, 2001), and Physical Activity Program Manager of the University of North Carolina's Pedestrian and Bicycle Information Center. He is an entertaining, persuasive, and knowledgeable walking advocate, and one the nation's foremost experts on its favorite activity.

The former editor-at-large of WALKING Magazine is also a champion walker: From 1986 to 1990, Mark was a member of the United States national racewalking team five times, and represented the US in numerous international competitions. In addition, while training for the 1984 and 1988 Olympic Trials in the 50-kilometer (31-mile) racewalk (he didn't make the teams), he studied biomechanics and exercise physiology at the Olympic Training Center's Sports Science Laboratory in Colorado Springs, Colorado. Mark's interest in the field began with the study of the biomechanics of walking at the Massachusetts Institute of Technology. After earning BS and MS degrees in mechanical engineering, Mark worked as manager of research engineering at Reebok. His work led to numerous publications related to exercise science, human performance, and athletic footwear and materials, while also providing plentiful experience on the health benefits of walking. Currently Mark uses that knowledge as an author, consultant to communities and work sites, and as a speaker and motivator on public health and fitness issues. His instruction spans the spectrum from introductory fitness-walking clinics to coaching elite athletes.

Most recently, Mark has become a vocal pedestrian advocate and recognized authority on public health issues and the need for community, environmental, and public-policy initiatives to encourage more walking and bicycling. He is a member of the executive committee of the Partnership for a Walkable America and he addresses groups on topics ranging from transportation and planning, to safety, advocacy, and public health. As well as "The Complete Guide to Walking," Mark is the author of "he 90-Day Fitness Walking Program" (Perigee, 1995), "Precision Walking," and "The New Walker's Logbook," and he hosted the special "Walk to a Better Life" on PBS television.

Certain that he must practice what he preaches, Mark still walks as often as he can- usually with his wife and two children - for fun, transportation, and to stay in shape for hiking, cycling, orienteering, kayaking, and cross-country skiing whenever they have a chance.

Schedule:

Walkable Community/Safe Routes to School Workshop - tentative half-day schedule

Miner's Hospital
8:30am
Bagels and Coffee Provided

- 20 mins. Introductions, lay-out the plan for the session, get local vision.

9:00AM · 60 mins. Presentation (Powerpoint) describing the tools available to create more walkable settings.

- 10 min. Break

Walk to NOMA/Park Bonanza via Poison Creek

10:15 AM · 45 min. Walking audit. Ideally walk to NOMA via Poison Creek Trail

Mid Morning Trail Snacks Provided for walk-able audit

Miners Hospital

- 11:15 am 40 min. Small group problem solving (groups sit at tables, literally drawing on maps of the area we walkedóquality maps are of critical importance).
- 30 min. Presentations of suggested programs, projects, and policies to the full group.
- 15 min. Discussion and wrap-up.

Exhibit A – Racquet Club/Monitor/Little Kate Projects
PHASES I, IA, II

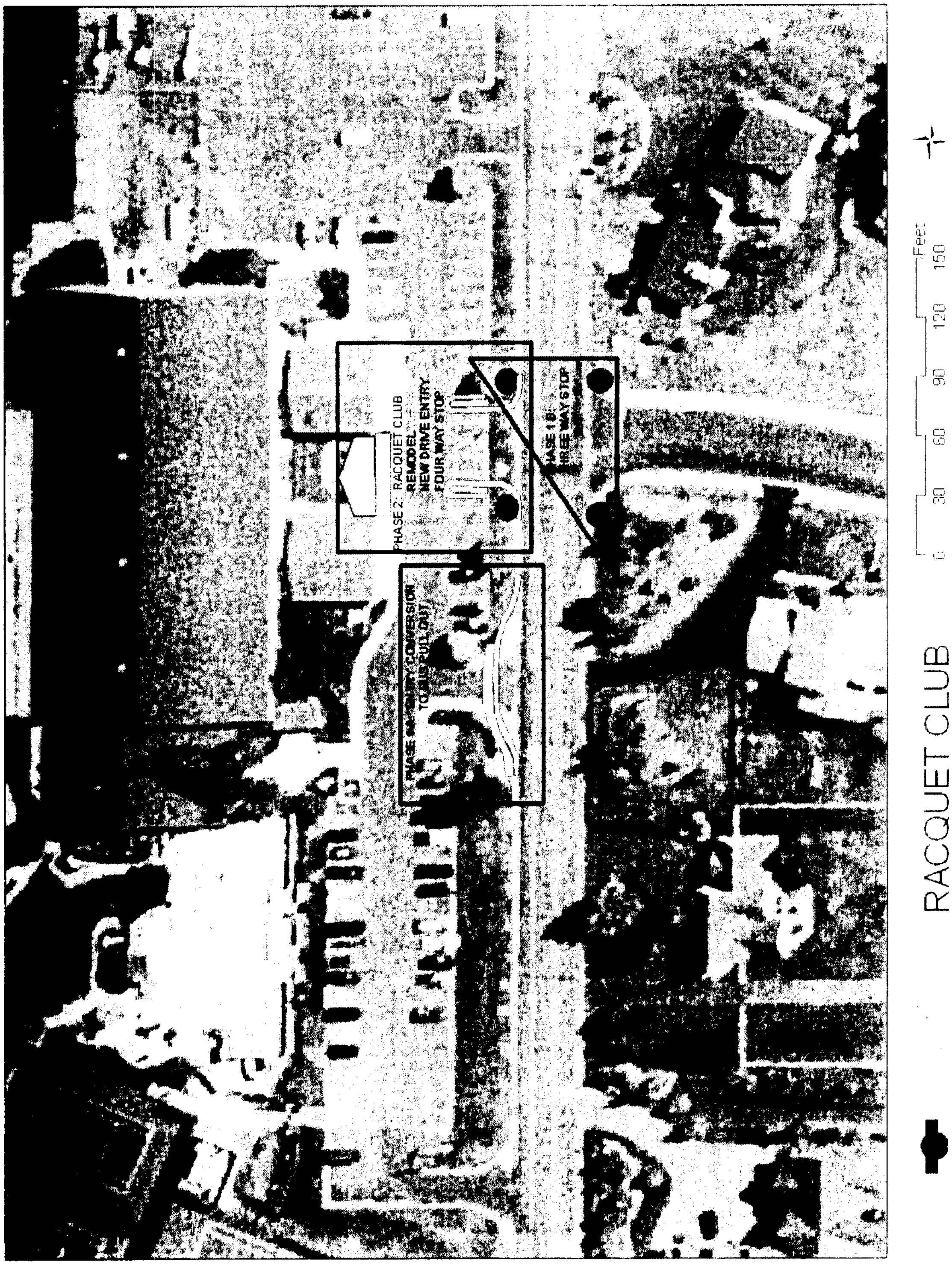


Exhibit B – School drop zone (Lucky John)

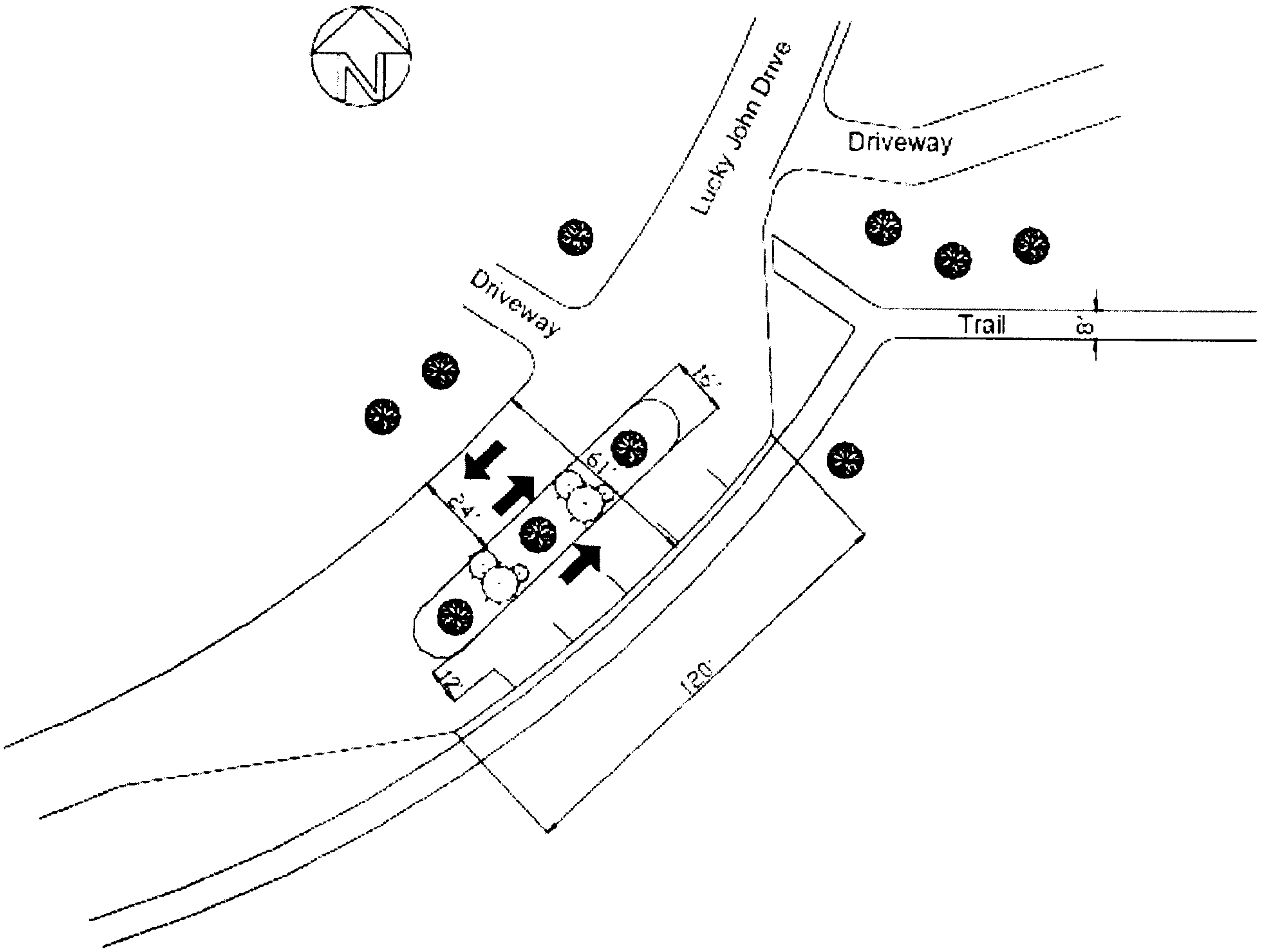


Exhibit C

Attendees at Community Input Meeting at the Racquet Club on July 25, 2006.

SIGN IN

Name	Address	
1. Jon Weidenhamer	PCMC	615-5069
[illegible]	[illegible]	
3. Joe Kernan	PC Council	
4- Margie Schlosser		649-[illegible]2
5. Carolyn Frankenburg		649-1196
6 Wayne Rommel		645-7886
7. Susie Graves-Henneman		649-0074
8. Mindy Halsey	1391 Littlekate	615-7577
9. Phil Kirk		615-5572
10 [illegible]		602 3822
[illegible]		[illegible]
12. Edwin Rossack		649-1849
13. kelly [illegible]		
14. David Chaplin		649-9613
15 Carol Potter		731-0975
16. Eileen Kintner		649-5895
17 Joki Derber		615-8000
18 Mike Baker		655 7556
19 Bill Mammen		649 69.5
20. Kay Mammen		

Exhibit D

SUGGESTIONS & IDEAS HEARD AT THE COMMUNITY INPUT MEETING
JULY 25, 2006
PARK CITY RAQUET CLUB

RAQUET CLUB PROJECTS

- Do stop signs increase or decrease speeds?
  - Formal studies indicate they are counter-intuitive to slowing traffic
- Want better enforcement of speeding
- No sense of accountability between neighbors to reduce speeds
- Speeds on south west corner of Monitor & Little Kate are dangerous
- Want speed indents (not bumps)
- Want bus stop pull out
- Want stop signs
- Don't want stop signs
- Want crosswalks

SCHOOL DROP ZONE (in order heard)

- Should do site visit
- New plan results in less parking
- Too many cars at drop zone back up and cause general congestion
- Need to keep at least as many spaces as currently exist, or increase number
- Sign area "no parking"
- Only allow right hand turns in and out
- Lefts and rights already rampant – let's allow all turning movements
- Left turn ok into drop zone, but exit should be right only
- Create an official "School Zone" w flashing lights, crossing guard, etc.
- Reducing parking exacerbates problem on Kearns
- Need city bus shelter at west end of drop zone
- Add additional City bus route through park meadows when school is letting out
- School district should fund bus for entire district
- Parking zone versus Drop-off Zone?
- User groups like/need drop off, but don't want to lose available parking options
- Better maintenance of path to school during winter?
- Timing of project?
- 8' sidewalk along Lucky John and Little Kate
- Push project into Walkable study?

Exhibit E

WRITTEN COMMENTS RECORDED SINCE THE COMMUNITY INPUT MEETING

1.

July 22, 2006
Lucky John Neighbors by the drop off area Wayne and Katherine Rommel Larry and Pat Horyna Bruce Taylor

Thank you for the opportunity to have a neighborhood meeting concerning the Lucky John drop off remodel. The notice was delivered on Thursday, July 20, and the meeting is scheduled for Thursday, July 27. Unfortunately, some the families in the impacted neighborhood will be out of town. Therefore, this morning the above group of neighbors met to discuss the proposed Lucky John drop off remodel.

The Neighbors feel the proposed plan will create new problems that will need new solutions. We are not sure of the solution, but we are willing to help with a solution. We are sitting between two government bodies, the School District and the City, and are not sure which body is responsible for the different areas that are impacted regarding the remodel of the Lucky John drop off.

1. Why are the City and School district doing this project?
   Please identify the specific reason and then address the solution to the specifics.
   If the issue is Safety of Children, there should be NO parking near the traffic barrier structure.

2. Which government body (school or city) will budget for the long term maintenance of the drop off structure?
   Currently neither the City nor the School district weed or water the bus stop area. During the winter, the District plows the drop off area and the walkway to McPolin and stacks the snow on the bus stop area; furthermore, in the Spring the area becomes a mud flat .

3. How will the remodel impact the following existing structures?
   the City bus stop
   The berm in front of the baseball field
   The existing trees on the berm, which were purchased by a neighbor and are FINALLY growing
   The walk way area next to the drop off area

4. The snow removal issue
   Who will plow the walkway and the entrance to the drop off lane
   Who will plow the drop off lane
   where will the snow be piled
   How will cars turn onto Lucky John after snow is piled at the end of the lane'
   How will cars turn into the drop off area when the snow is piled at the end of the structure

5. An Oval-about is being created according to the diagram issued to the neighbors.
   Turning left in the middle of Lucky John to enter the drop off lane
   Turning left onto Lucky John to exit the drop off lane

6. Parking spaces inside the drop off lane will still create lanes of cars for children to cross through
   People leaving parking spaces will have to merge into cars that are exiting the drop off lane

7. The neighbors, who have witnessed the drop off for five years, have the following safety issues:
   Children will be allowed to exit cars on Lucky John and run across the street to the walk way

Cars will not merge and keep moving.....there will be traffic jams inside the drop off lane
Cars will be parked while the driver watches children walk to McPolin
Children will stand in the bus stop area while cars are exiting the drop off area
children will now stand on the "traffic barrier" and throw snowballs, rocks, balls at cars driving on Lucky John

Having a police car with the flashing lights at the drop off has certainly help slow down cars....however, the parking, backing out onto Lucky John and poor judgment of children and drivers have NOT helped the problem.

2.

Original Message -----
From: Carolyn Frankenburg
To: Dana Williams
Sent: Tuesday, July 18, 2006 3:55 PM
Subject: Walkable Community Study

Hi Dana:
Loved getting the Update in the mail yesterday. I was in an Alternative Transportation Meeting (now called Share The Road) last week and there was some confusion as to just what was happening in this regard.

I am so pleased to hear about the willingness of our city and our Board of Education to share in the cost of updating the school drop off area at the Lucky John school entrance. It seems like the engineering and design shouldn't take two months to complete especially since we have talked about it for 18 months now. Is there any way a push can be put on this project in order to complete it before school starts in late August? I did not see anything in the update to account for a yellow school zone light. Even with the reengineering of the drop zone, it doesn't address the cars driving too fast through this area when kids are present. We need a school zone light just like on Kearns. The road is narrow, curved and no pathway for pedestrians. We need a school zone light there.

I also was wondering about the time line on this study. It seems like it is drawn out to wait until October 1 to issue an RFP. How long does it take to put one of those together? Wouldn't this be the first thing that should be done. I don't understand the bureaucracy of doing a study to decide what the study should be??? We already know the "Scope" of the study. It seems like 3 to 4 public meetings by neighborhood could be done and the high traffic, high danger areas would be defined. If we are truely looking for walkability, we don't need to wait until October to start it off. By then, the winter useage will set in (or lack of) and the engineering experts who win the RFP won't get to see the seasonal differences between summer and winter. This can't be so complex that it would take 3 months to assign the RFP. We could find out who did Jackson Hole, Aspen, Sun Valley , Steam Boat, Vail, Breckenridge, Beaver Creek and Tahoe resorts and we should have a pretty good idea of the "talent " out in the marketplace. All these areas have more impressive road sharing going on in their communities.

The Racquet Club re alignment is going to help the intersection with Monitor and Little Kate. We are so glad it is on the radar now. I am wondering why Phase II is not given a time line? It says "future" but wouldn't we want to just do this realignment when the bus pull out is being done and close the other racquet club driveways. It seems like it is all being torn up anyway. It would be easy to warrant a 4 way stop sign if the Racquet Club is lined up with Monitor. It is a very dangerous corner and a stop sign is a cheap, easy way to calm it down.

The funding section of the update is the most important thing of all. I am wondering when the city will assign a person to this task. It doesn't reallly say anthing about a time line on generating funds from the funding sources. It seems like the funding programs available to such efforts as Walkable Communities is pretty extensive and it would be really smart for our city to get on it fast and get it while the getting is good. Can't this piece go into full speed right away? I would think the salary package of this position could be contracted or negotiated with a professional grant writer? We have so much already done that would make us eligible to receive funds to enhance the walkability of our community.

I am feeling the hood of bureaucracy smothering all the energy and support on this effort. A 20 year plan shouldn't be part of our vernacular at this point.

In summary, I am so glad to get the update. I like some of the progress under way with the school drop zone and the PCRC realignment. I would love some feedback on the school zone lights, starting the drrop off this summer before school starts, doing the Monitor/PCRC realignment complete with 4 way stop sign before winter rather than in the "future" and getting the Walkable Study RFP out right away. We don't need to study what we need to study. We already know what needs studying. Finally, let's get the grant writing underway now. Contract it out if necessary. It can pay for itself.

Dana, thanks for passing this along. Carolyn

<u>3.</u>

Thank you for meeting with us later this week. We look forward to discussing these projects. I completely agree with a bus pull out, and also recommend the four way stop and intersection realignment at the Racquet Club. I would like to propose the following changes to the "Walkable Community" projects:

1. With the remodel of the Racquet Club, there has been discussions about changing the front entrance from the west side to the east side of the building. I agree with this idea, and recommend also moving the bus stop to the east side of the new drive entry for the Racquet Club for the following reasons:

- The Ecker Hill school bus stop is currently at the east side of Monitor Drive. The bus stop is right after a blind curve, and this causes traffic problems;
- Every school morning, several cars wait at that intersection with their children for the school bus to arrive, as there is no shelter for them. This traffic congestion creates a dangerous situation for people turning south onto Monitor Drive;
- I recommend moving the city bus shelter to the east side of the Racquet Club and installing a crosswalk with a four way stop, and moving the Ecker Hill bus stop < 50 feet to the south side of Little Kate Road. Students could then use the city bus shelter and be protected from the elements while waiting for the school bus, and they could cross the street safely using the crosswalk. This would also eliminate the congestion of cars waiting with their children for the bus to arrive. Because the school stop would be located on a straight road, right after a stop sign, there would be less chance of accidents.
- During Sundance, a bus stop with a turnout on the east side of the Racquet Club building will help with the loading and unloading of moviegoers, while keeping the street clear for traffic and allowing the buses to turn left onto Monitor Drive to run their "theater loop" through town.

2. The School Drop Zone Remodel on Lucky John Road has a creative idea for separating drop off/pick up traffice from traffic continuing through the neighborhood. The plantings will add beauty to an otherwise unattractive area, and will act as a way to calm traffic. I also recommend the following:

- Minimize the island width to allow pull in (vs. parallel) parking at the parking area. More parking spaces are needed because many neighborhood parents volunteer at the schools, need to speak with teachers about matters relating to their children, or to simply find their children who can't seem to come out in a timely manner (surely you've seen me looking for mine). Limited parking requires parents to leave the neighborhood and travel on Kearns Blvd., a road which is already nearing capacity;
- Parallel parking spaces will create traffic snarls, because many drivers take longer to park in this manner than with pull in parking places. Drivers must look in both directions to parallel park, increasing the chances of children not being seen, especially if they are running out to meet drivers "cruising thru" while looking for their own kids;

- Traffic "humps" on Lucky John Drive would also help slow down drivers travelling through the neighborhood;
- Many children use the city bus for transportation home from school. A sheltered bus stop where the current bus stop is located would make their wait much more pleasant.

3. Another suggestion is reconsidering a bus loop through Park Meadows. During the Olympics, the city tried this loop, but cancelled it because of lack of riders. That was over four years ago, and I believe there would be considerable support for trying another bus route in this area.

Thank you for considering these ideas. At your convenience, I am happy to meet with you to walk these areas of concern. Please feel free to call me prior to the meeting if you have any questions, 640-0501.

Eileen Kintner

4.

Thank you for the opportunity to provide input on the "**School Drop Zone Remodel on Lucky John Drive**."

Since we live across Lucky John from the "Drop Zone", we see the congestion and confusion on a regular basis. We agree that situation could use some attention and we appreciate the Park City Police department monitoring it on a regular basis.

We have a few concerns with the plans as provided by your department.

Baseball Field Berm and Established Trees

The dimensions on the drawing are slightly inaccurate, as the the width of the street is actually 30', not 24' as shown. In laying out the drop zone from the south side of Lucky John (16' for the divider, 12' for the drive, 8' for parking spaces and 8' for the trail), a cut of approximately 16' would be required into the existing berm for the baseball field. This would require that either the berm be rebuilt or a retaining wall be included to maintain the berm. This could create a snow removal issue as well as jeopardize the trees that have finally been established, a number of which were purchased and provided by our former neighbor, Dan McKenna.

Traffic Flow

The one-way drive through the "Drop Zone" is fine, however if we allow left turns into the drop zone on the west end and left turns exiting the drop zone on the east end, we could create a gridlock situation with traffic backed up on Lucky John where nothing flows. I would suggest limiting entrance to the drop zone to a right turn only driving eastbound and a right turn only exit upon leaving the drop zone. This approach could also reduce the need for a 16' divider and potentially reduce the cut into the berm for baseball field.

Additionally, the city should post the north side of Lucky John on this stretch as "**No Stopping or Parking**" to force parents to stop dropping children on the wrong side of the street and having them dodge the traffic congestion to get across Lucky John.

Parking

The diagram shows six parallel parking slots, however to keep traffic flowing through the drop zone I would limit the slots to "**Loading and Unloading Only**" and no actual parking during the drop off and pick up times.

Bus Zone

What is planned for the bus zone at the east end of the "Drop Zone"? It has an impact on this plan as well.

Maintenance of proposed Divider

What are the plans and who will be responsible for maintenance of the proposed 16' divider? Will irrigation be provided to sustain the vegetation?

Summary

Although there is a congestion situation, we do not believe that the plans as shown will solve the problem and will just create different issues.

Sincerely,

Wayne L. Rommel

5.

From: Eileen and Pete Kintner
Sent: Friday, July 28, 2006 8:54 AM
To: Jon Weidenhamer
Subject: More suggestions

Thanks again for meeting with us earlier this week. It was great to speak directly with all of the city and school officials about these issues.

After the meeting I had a couple of ideas about improving traffic problems. Also, after sending my 7/23 email to some of my neighbors, I received feedback and suggestions. These ideas are as follows:

- If a bus shelter is constructed on Lucky John at the current bus stop, more students might ride the bus. Because the area is currently so unsightly, a shelter and cement sidewalk in that area was recommended by several people and the neighbors in that area;
- Consider a city bus loop through the Park Meadows neighborhood ~ 15 minutes after each of the three local schools lets out. This may considerably decrease car traffic from parents picking up their children after shool, and might eliminate the need to reconstruct the parking area at all;
- Several people supported expanding the city bus to run again in the Park Meadows loop on a regular basis;
- A five foot pathway or sidewalk should be installed, preferably right away, running on the east side from the parking area of Lucky John to the intersection at Little Kate;
- Several parents indicated they would not like to see the number of parking spaces at Lucky John decreased, as many volunteer at the schools and park there instead of adding to the traffic congestion on Kearns Blvd;
- Make all of Lucky John Drive, from Monitor Drive to Little Kate, a "school zone" area, with flashing reduced speed limit signs during school hours;
- Move the Racquet Club bus stop to the east side of Monitor Drive, and build a shelter at this stop (see 7/23 email). This will allow Ecker Hill students to stay out of the elements while waiting for the school bus. I spoke with Steve Oliver, who said the school might consider moving its current bus stop to allow safer loading and unloading of students.

Would you please include these ideas, and the ones in my 7/23 email, to the City Council prior to the 8/3 City Council meeting? I am also happy to walk these two areas with you to help convey these ideas more clearly.

Thanks again for considering this information,

Eileen Kintner

August 17, 2006

To: **Honorable Mayor and Members of City Council**

From: **City Manager's Office**

Public Art Advisory Board Interview Schedule – The function of the Public Art Advisory Board is to perform an assessment of Park City's cultural needs and create a public art plan, procure funding for art, establish guidelines for public art, process and review, and ultimately make recommendations to the City Council on art projects, programs and funding. The board is administered by the Park City Summit County Arts Council.

This is the last board to be interviewed for appointments this year. Interview questions are included separately in your mail for your consideration. This is an eight member board and there are eight applications for five vacancies. Members serve two year terms.

3:45 p.m.	Rhoda Stauffer
4:00 p.m.	Puggy Holmgren
4:15 p.m.	Chelsea Deckert
4:30 p.m.	Hilary Nitka
4:45 p.m.	John Vrabel
5:00 p.m.	Emily Chaney
5:15 p.m.	Mary Anne Neumeister
5:30 p.m.	Stew Gross (telephone interview – call him at 888-403-6474)

City Council
Staff Report

PARK CITY
1884

ECONOMIC DEVELOPMENT AND CAPITAL PROJECTS

Author: Matthew A. Twombly
Subject: Rail Central Encroachment Agreement Amendment
Date: August 17, 2006
Type of Item: Administrative

Summary Recommendation:
Review the request for an amendment to the Rail Central Encroachment Agreement and amend the agreement for an additional 12 trail-head parking spaces and grant a time extension as it relates to the pedestrian connection application.

Description:
Topic: Rail Central Encroachment Agreement Amendment
Background:

On August 3, 2006, the City Council reviewed the request by Centura to amend the Encroachment permit in order to construct an additional 12 spaces for Rail Trail trail-head parking behind Building 2 of the Rail Central Development in lieu of landscaping and to extend the date for the Pedestrian Connection at the last meeting.

The recommendation was to deny the request for parking but allow the extension on the pedestrian connection. After reviewing the staff report, recommendations and presentations at the August 3, 2006 meeting the majority of City Council disagreed with the staff's recommendation to deny the 12 additional parking spaces, but agreed with staff's recommendation to extend the Pedestrian Connection design review date. City Council continued the item until August 17, 2006 to review edits to the Encroachment Permit Amendment based on their direction.

Analysis:

In addition to the requested 12 spaces in lieu of the Landscaping behind Building 2 there are 2 items that need to be completed by Centura to fulfill the obligations of the permit. The items are the paving of a path to the East of the original 11 Rail Trail parking spaces and the capping and seeding of the soils on the Rail Trail parcel lying to the South and East of the driveway for the full length of the Rail Central property.

The Encroachment Permit contemplated ADA access to the Rail Trail at the East end of the existing Trail-head parking. After significant review by the City Council and staff, the ADA access was constructed between the Rail Trail and the public restrooms in Building 1, where access for the disabled must be made to public facilities. A path still needs to be constructed by the developer adjacent to the existing 11 space Rail Trail parking. Due to the grade in this location, bicyclists have worn a path in this location, so paving it is appropriate.

Because there were no dates for completion specified for the items in the Encroachment Permit, and seeing that the City wishes to complete the capping of the soils in compliance with the Prospector Soils Ordinance, the City has drafted the amendment to the Permit with a completion date of October 15, 2006. This date is considered to be the start of Winter according to the Park City Design Standards, Construction Specifications and Standard Drawings, and the end date for cutting and paving in any City Street. Staff recommends including liquidated damages in the amendment, in the amount of $200 per day that the work remains incomplete beyond the specified completion date. However, the developer is opposed to the liquidated damages due to the uncertainty in current market conditions for construction contracting, especially for asphalt paving.

The proposed 12 spaces are directly adjacent to the shops in Building 2. The City has had enforcement issues with the 11 parking spaces at the designated Rail Trail parking spots. Staff would like Council to provide direction on the level of enforcement for the Rail Trail parking spaces on the Rail Trail parcel. Staff recommends that the new spaces be signed as Rail Trail Parking Only. The City will actively enforce this new parking to specifically ensure that employees and tenants of Rail Central are not using the parking. Per the attached encroachment permit addendum, the City will pursue enforcement action against Centura as the landlord. The amendment to the permit names Centura as responsible for tenant violation Rail Trail only parking spaces.

Department Review:
City Manager, Economic Development and Capital Projects, Planning, Engineering and Building departments have reviewed this report and all comments have been incorporated into the report.

Alternatives:

Approve the Request:
Authorize the request for an amendment to the Encroachment Permit on a form approved by the City Attorney's Office (Attached) for:

A. Rail Trail Parking : Addition of 12 spaces behind Building 2.
B. Pedestrian Connection: Extension of Encroachment Permit through December 31, 2007.

Deny the Request:
Denying the request on both items will leave the existing Encroachment Permit in place. No pedestrian connection would be allowed and the developer would have to comply with unfulfilled items of the permit at a date uncertain.

Continuance:

Delaying a decision would delay the resolution to the area directly behind Building 2 and along the driveway and Rail Trail to the east, where the developer will unlikely finish the project this construction season.

Do Nothing:
The Pedestrian Connection would be considered denied, and Centura would be responsible to landscape behind Building 2, along the driveway and Rail Trail consistent with the permit.

Significant Impacts:
The proposed amendment to the encroachment permit does not affect the remainder of the agreement.

Consequences of not taking the recommended action:
Delaying a decision would leave the landscape area behind Building 2, and along the driveway to remain out of compliance with the City's Soil Ordinance.

Recommendation:
Staff recommends that Council review the request for an amendment to the Rail Central Encroachment Agreement and amend the permit to allow for an additional 12 trail-head parking spaces and grant a time extension as it relates to the pedestrian connection application.

Attached:
Proposed Amendment
Minutes from meetings on October 23, 2003; November 6, 2003; and December 18, 2003.
Encroachment Permit

FIRST ADDENDUM TO ENCROACHMENT PERMIT FOR IMPROVEMENTS IN CITY PROPERTY AND EASEMENT FOR PUBLIC ACCESS

THIS FIRST ADDENDUM is made and entered into in duplicate this 17th day of August, 2006, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), Centura Rail Central, LLC, a Utah limited liability company ("Centura"), and Ol' Miner Partners, LLC, a Utah limited liability company ("Ol' Miner"), to amend the ENCROACHMENT PERMIT FOR IMPROVEMENTS IN CITY PROPERTY AND EASEMENT FOR PUBLIC ACCESS signed and executed by the Parties, and recorded on November 19, 2003.

WITNESSETH;

WHEREAS, the parties entered into ENCROACHMENT PERMIT FOR IMPROVEMENTS IN CITY PROPERTY AND EASEMENT FOR PUBLIC ACCESS (hereinafter "Original Agreement"); and

WHEREAS, more parking is needed for Rail Trail usage; and

WHEREAS, space exists in the area lying south of Building Two for an additional twelve spots; and

WHEREAS, Centura requires additional time to prepare plans for a pedestrian connection; 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. **Section (2)(B) Rail Trail Parking Lot**. Centura shall construct and maintain an asphalt eleven (11) space parking lot and a twelve (12) space parking lot for use as Rail Trail parking only. The twelve space parking lot shall be located in the area lying south of Building Two and shall contain one handicapped van parking stall. Centura shall install signs marking all spaces in both lots as "Parking for Rail Trail Users Only." The parking lot construction shall be completed on or before October 15, 2006. None of the parking herein shall count towards code required parking for any permit or master plan proposed by Centura. Centura as landloard will also be held responsible for tenant violations of Rail Trail only parking spaces. Repeated violations shall be subject to the default provisions of Paragraphs 6 and 7 of the Original Agreement.

2. **Section (2)(C) Landscaping and Irrigation**. Centura shall landscape in conformance with the Prospector Landscaping and Maintenance of Soil Cover

Ordinance (03-50), the areas surrounding the driveway and the 11 space Rail Trail Parking Lot discussed herein at Paragraphs 2A and 2B for the full length of Centura's property line to the east on or before October 15, 2006. City will landscape and irrigate the Rail Trail Parcel lying south of Rail Central Building One – the City intends to landscape as close to the property line as possible adjacent to Centura's deck/patio and also intends to place a few picnic tables on said property. Should the City remove the new parking Lot pursuant to Section 7, Centura shall landscape the area in conformance with plan approved with the Original Agreement.

3. **Section (2)(D) Pedestrian Connection**. Subject to the approval of the City Council of Park City, Centura may construct a pedestrian connection connecting the Rail Central Building One to the Rail Trail, and continuing in a southerly direction across the creek located south of the Rail Trail. The Parties hereby agree that the City Council of Park City, as owner of the Rail Trail Parcel, has unfettered discretion to approve or deny the pedestrian connection for any reason, including but not limited to aesthetics and scale. If the City Council of Park City has not approved design plans for said pedestrian connection on or before December 31, 2007, then this subsection (2D) shall be null and void and Centura's request to construct said pedestrian bridge shall be considered denied. This approval is in no way intended to contradict the Land Management Code requirement for on-site parking and accordingly is not intended to facilitate the use of parking on the south side of the Rail Trial for development on Centura property to the north.

4. Section (2) (E) ADA Connection to the Rail Trail: Centura shall construct an ADA compliant ramp connecting the Rail Trail to the Public Restrooms in Building One. City shall pay the full cost of constructing this ADA connection to the Rail Trail. Centura shall construct a paved ramp from the 11 space Rail Trail parking lot at the Southeast end of the driveway to the Rail Trail. Centura shall pay the full cost of constructing this ramp to the Rail Trail. The ramp shall be completed on or before October 15, 2006.

5. OTHER TERMS. In the event that Centura fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, Centura agrees to pay the City **Two Hundred Dollars ($200.00)**, which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. TIME IS OF THE ESSENCE IN THIS AGREEMENT. All other terms and conditions of the Original Agreement shall continue to apply.

6. ENTIRE AGREEMENT. This First Addendum is a written instrument pursuant to Section 8 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

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

recommendation is that the City Council sub-committee appoint the task force. Candace Erickson discussed specifying criteria of selecting programs that are not currently offered to avoid duplication. Peg Bodell stated that she doesn't see a need for the task force since the criteria is well defined. Ms. Erickson explained that one reason for the task force is because Park City Recreation may be an applicant, and having four or five members is necessary to thoroughly research proposals. There was discussion on the appropriateness of the Leisure Services Department applying for funds. Jim Hier stated that he can not support the City competing for these funds. Ms. Erickson explained that in the past, Leisure Services operated as an enterprise fund, and in order to create a new program, a new funding source had to be identified. Chairman Dave Staley explained that youth programs can involve much more than recreation and may be inappropriate to fall under RAB's scope. He added that Leisure Services may be a good candidate to run pilot programs for a year and if successful, then budget the program, for example. Mr. Hier emphasized that he would rather have a line item in the budget established for trial programs than to have it be part of a special service contract. He views the task force as another Youth Advisory Committee. Kay Calvert agreed with Jim Hier that it is inappropriate for the City to apply. Gary Hill explained that the task force would be recommending two year contracts and would convene every three years for several weeks. Fred Jones stated that he is supportive of the recommendations but agreed that the City should not be an applicant.

Mr. Hill recapped that the Council is supportive of a task force, consisting of eight members, including the City Council liaison to RAB. Mr. Hier suggested that membership be limited to no more than seven, and could be less. Peg Bodell recommended that instead of specifying the City Council liaison, to replace it with the City Council subcommittee, as both members need to hear the presentation. The City Manager felt it prudent to add language that the City is ineligible to apply for funding and Council agreed. There was discussion about the timing of appointing the task force and advertising RFPs. For the benefit of Dave Staley, it was clarified that this task has been completed. There was discussion about the intent of funding in assisting new programs, which is a change from the seed money concept in the past. It was clarified that current criteria does not exempt new programs.

4. Business Commons project. Tom Bakaly explained that the City Council conducted a site visit to the location of the project, 1790 Bonanza Drive at 2 p.m. today. It has been the policy of the City Council to only provide access to the development, and the request tonight is to expand uses on our property. Another question is interest and scope in the City sharing in the cost of proposed improvements. It was emphasized that the curb cut, considered last February, is not part of this proposal. Rather, consideration deals with the bridge, parking adjacent to the private project, and an outdoor dining patio on the City's property acquired with the open space bond proceeds.

Architect Craig Elliott stated that in addition, Centura is seeking approval on the pathway access from the Rail Trail to the site and landscaping issues on property owned by the City. The bridge helps provide a visual focus to the trail head and there is an opportunity to create a good pedestrian connection now impeded by the stream and grade change. Through illustration of a rendering, Mr. Elliott pointed out the retail and restaurant uses in the building. The restaurant parking requirement is 10 spaces per 1,000 square feet, including the kitchen and there are few Park City restaurants that meet these guidelines. He discussed creating an underground parking garage under Rail Trail property to satisfy parking demands and the outdoor dining proposal. This project presents an opportunity to improve City-owned property and Centura is seeking to work through the process.

In response to a question from Fred Jones, Mr. Elliott discussed the wait service. There was discussion about the 16 foot minimum required for a one way driveway in the MPD. Rodman Jordan added that it is their intent to build a portion of the bridge immediately from the Business Commons to the Rail Trail, which prompted comments on parking needs. Mr. Jordan stated that the restaurant would not be part of this phase. Jim Hier stated that the Rail Trail parcel was purchased with open space money with a promise to forever protect and preserve and there would be no commercial development. The bridge from the Rail Trail to the building is a commercial use, in his view. The pathway to the bridge was discussed and Craig Elliott explained that it was removed from the application before the Planning Commission and he intends to detail connections. Mr. Hier stated that this concept provides access to the restaurant, not just the restrooms and a structure on open space property continues to be a concern of his. Having exclusive use of the property is also a concern and dining should be open and inviting to the public who may not be patrons of the restaurant. He recalled as a Planning Commissioner requesting that the entire Centura parcel be master planned rather than piece-mealed. Access to parking to a business on the City-owned property is also a problem, which is inconsistent with bond language. It is also a matter of principle and setting a precedence should be avoided. With that being said, Mr. Hier added that he likes the project, and some improvements can be shared, but use of City property is not something he supports.

Fred Jones stated that he agrees with most of Mr. Hier's comments, but is unclear about the purpose of the bridge. He has a problem with awarding an exclusive use and can't justify this request. In hindsight, it may have been better to have acquired the land without bond proceeds so that the property could be sold to Centura, but unfortunately the City doesn't have that flexibility today. The expanded deck area must be for general use, not exclusive to the restaurant. Rodman Jordan stated that their main interest is creating a beautiful visual corridor, which is sorely needed in this area. He felt there is an opportunity for success in working with staff on exclusive issues. The bridge is a connection for better circulation and also an aesthetic architectural feature, which is a public benefit. The additional parking is not a requirement for their density, but as a practical matter, why not install 20 spaces for Rail Trail use.

Mayor Dana Williams disclosed that he is offended by this application as Council already said no a few months ago to use of City property at this location. The parking and bridge is mainly for the benefit of Centura's businesses and the deck should be limited to ten feet out. There has to be a stand on every piece of open space owned by the City because it is under siege and this is not a trade-off, it's a loss. Kay Calvert stated that she is strongly in favor of the bridge and some sort of public dining. There was discussion about parking and Rodman Jordan presented the importance of economic development and their intention of providing amenities for recreational users. The neighborhood has to change in character to be interesting and the goal is beautification. Jim Hier stated that the City purchased the Rail Trail parcel from Union Pacific so no one would develop it or interfere with access to the trail, and the bridge is a development and a connection to the building. If it were an actual trail link with a bridge, it may qualify and he felt the current 11 parking spaces are adequate. Candace Erickson felt the deck is an exclusive commercial use of public land and felt all four sides of the building should be improved. The bridge seems too massive as currently designed, but it could be an amenity. She didn't feel Centura should be solely required to landscape the City's property and supports a partnership; she didn't advocate more parking. Fred Jones also stated that he can not support the parking on the east side. He is open to the discussions on the deck, but not exclusive use, and is unclear about the function of the bridge, especially as a stand-alone feature for the Rail Trail. Craig Elliott commented that at least this discussion has prompted a discussion on enhancing the Rail Trail trail head and redeveloping the area. Peg Bodell emphasized that to her, it is not a trail head, but happens to be a location where one trail ends and another begins. Locations for trail heads are based on criteria so they are workable and useable. If it doesn't quality as a trail had, many of these requests become moot. Ms. Bodell stated that she supports is the one-way driveway for circulation and the ten foot deck could work. She felt the City needs to provide enhancements on our property, not Centura. Ms. Erickson wished the bond language was not so restrictive and urged that COSAC consider this for future purchases. Jim Hier expressed that he doesn't consider this parcel a trailhead and clarified that COSAC makes recommendations to Council who makes the final decision.

Mayor Williams concluded that Council is unanimous in opposing the parking on the east side; three members support considering a reconfiguration of the bridge and the restaurant while two are against. The City Manager understood a consensus being looking at a scaled-down design of the bridge, no on private/exclusive dining, and no additional parking. There was discussion about the attraction of outdoor dining. Jim Hier continued that this is a lesson in proceeding with placing conservation easements on the remainder of the open space acquisitions. There was discussion about installing picnic tables in a grassy area, beyond the deck, for patrons of the restaurant and the general public. Tom Bakaly noted that staff will proceed to negotiate with Centura on partnering with landscaping. Fred Jones added that he hoped the landscaping design will denote the entrance to the Rail Trail. Jim Hier felt the City should maintain its own property. Peg Bodell suggested that a ramp would be sufficient and a bridge is unnecessary.

Prepared by Janet M. Scott, City Recorder

create the east-west connections within the Historic District while the walls establish a north-south visual. This is the basis to encourage future quality developments within the Historic District, whether it is restoration or new construction. Peg Bodell asked about including the parking structure in the inventory, which doesn't seem to have any historic relevance. Mr. Stephens discussed looking at each property separately on a task-oriented basis, recognizing that the value of historic renovation is diminished unless there is vitality and continuity of connections associated with it. He continued that it became apparent to staff that in order to restore properties, all City-owned properties need to be considered and the parking structure is part of the visual component. The technical part of restoring buildings is fairly easy, but creating vitality through reuse is more difficult and he referred to Ms. Bodell's comments regarding the Miners Hospital. In response to a question from Patrick Putt, Fred Jones indicated that in his opinion, he feels staff is going in the right direction and Peg Bodell felt this is a solid start.

4. Review of regular meeting.

Transit purchases. See staff report. Kent Cashel stated that staff is recommending the purchase of a replacement trolley to authorize a contract for the initial purchase of four 35 foot low-floor transit coaches with an option to purchase up to 12 more. Replacement of the trolley was approved through the budget process and a federal grant will cover 80% of the procurement. Five proposals were submitted and staff is recommending Cable Car Classics, which is supported also by HMBA.

Mr. Cashel continued to explain that over the next four years, the remaining old units in the fleet will be replaced. The transit development plan, adopted by Council last week, anticipates an additional need for vehicles to meet service expansion. Seven proposals were submitted in response to the RFP. The level of response provided a good opportunity to look at a variety of equipment and staff is recommending the award to Gillig for four buses initially; subsequent purchases are not obligatory. The option to purchase more vehicles is beneficial because it eliminates the demanding procurement process required by the federal government for grant monies. There is a price escalator linked to future acquisitions outlined in the contract. The initial purchase totals $1,015,800 for four buses which will be equipped with video. There was discussion about selling the old vehicles, which don't have a high value. Mr. Cashel stated that some buses may be retained as a small reserve contingent. In response to a question from Fred Jones about the timing of the federal funding, Kent Cashel explained that it is already in place and payment by the City is not required until the buses are delivered in September 2004. There was discussion about signing the trolley as "free".

Encroachment permits. See staff reports. The City Manager explained the public input process associated with both the Centura and Campbell encroachment requests. With regard to the Rail Central development, staff is recommending approval of the encroachment permit to Centura. This would allow staff to make the necessary revisions to the staff report for the master planned development, which can then be scheduled before the Planning Commission next Wednesday. The MPD will not proceed unless there is Council approval tonight. He understood that Council was split on the pedestrian bridge. This concept can be denied at any time and the design can be reviewed at a future date. Tom Bakaly recommended that instead of eliminating the bridge from the encroachment permit, to continue the encroachment permit to November 20 or December 4. Fred Jones asked if the 16 foot one-way road to the parking is a code requirement. Eric DeHaan responded that 16 feet is a normal one-way driveway width and determined appropriate to meet the needs of circulation.

Prepared by Janet M. Scott, City Recorder

2. Resolution declaring Park City's interest in taking a leadership role in promotion of sustainable energy by promoting both energy efficiency and renewable energy for Park City Municipal Corporation and the community – See staff report.

3. Ordinance accepting the public improvements at Eagle Pointe Phase 3 Subdivision, The Cove at Eagle Mountain Phase 2 Subdivision, and a portion of Meadows Drive – See staff report.

VII NEW BUSINESS

1. Authorization to staff to execute a contract with Cable Car Classic's Inc. in the amount of $259,988 for the purchase of one replacement trolley – See staff report and work session notes. Peg Bodell, "I move approval of an authorization to staff to execute a contract with Cable Car Classic's Inc. in the amount of $259,988 for the purchase of one replacement trolley". Fred Jones seconded. Motion unanimously carried.

2. Authorization to staff to execute a contract with Gillig Corporation, in the amount of $1,015,800 for an initial purchase of four 35' low-floor transit buses with an option to purchase up to 12 additional 35' buses over the next three years – See staff report and work session notes. Jim Hier pointed out that Item 1 and 2 were discussed in detail during work session. Kent Cashel interjected that 80% of the cost will be federally funded. Kay Calvert, "I move to authorize staff to execute a contract with Gillig Corporation, in the amount of $1,015,800 for an initial purchase of four 35' low-floor transit buses with an option to purchase up to 12 additional 35' buses over the next three years". Jim Hier seconded. Motion unanimously carried.

3. Authorization to City Manager to enter into an encroachment and access agreement for certain elements of the proposed Rail Trail development – Centura Development – Tom Bakaly explained that although this is not a formal public hearing, public input is solicited. Staff is recommending approving an encroachment permit, which grants the City access across Centura's property to the City's open space parcel where there would be 11 parking spaces for the Rail Trail project. The City is also granting an easement across our property to Centura. There is no commercial or private development on the open space and it will be Centura's responsibility to build the 11 parking spaces to be signed as Rail Trail use only. He emphasized that the pedestrian bridge over the City's property will be considered at another meeting. Approving an encroachment permit will assist in the timing of Centura's MPD application before the Planning Commission; this matter does not relate to planning aspects of the project. Jim Hier clarified that the bridge will not only span City property but a terminal will be on our property, providing access. Fred Jones acknowledged that a decision on the bridge is not slated for tonight, but referred to his confusion regarding the purpose of the bridge discussed earlier. He stated that he can support a north-south pedestrian

access that connects on-grade with the Rail Trail which goes east-west. There seems to be some justification for public access on-grade but a bridge connecting to the second floor of a commercial building is not something he feels is appropriate. The Mayor invited the audience to comment.

(a) Public input

Charlie Sturgis, White Pine Touring, recalled the development of the Rail Trail some 15 years ago. He is surprised at the volume of its use and its importance to the trail system. He discussed conducting bike guides on this trail and noted that patrons often complain about the lack of facilities. He pointed out that this property was purchased with open space funds. It is a key piece to the trail system and could offer amenities for users year-round. Jim Hier asked his opinion on the bridge. Mr. Sturgis felt the bridge will assist access. There was discussion about the Farm trail, which White Pine Touring plans on opening this Saturday.

Rodman Jordan explained that the original design included a curb cut and there is no longer a second floor connection; it's accessible at grade level and ADA compliant. He discussed their efforts in exploring bridge design concepts.

Troy Duffin, Mountain Trails Foundation, stated that the trail is used by at least 100,000 people a year and is very popular. There was discussion on the location of the people counters. Mountain Trails does not comment on the merits of any development project, but as it affects the trail, any type of amenity is a great thing, as long as it does not hinder the function of the trail and its potential future. He pointed out that the widths of trails in specifications have increased over the years, and he encouraged the City not to give up any right-of-way. Rail trail parking must be reserved for trail users. The parking between Snowcreek and Associated Title will be lost. It would be ideal to build an underpass under Bonanza as the ultimate trailhead is City Park.

With no further comments or questions from the audience, the public input session was closed.

(b) Direction or action

Jim Hier read an excerpt from the recent open space bond brochure, *"How can the public ensure that land purchased with the proceeds of the bond issue remains open? Open space, purchased with the intent to keep it permanent and forever preserved as open, can be protected using a variety of standard legal techniques. The most common involve open space easements and deed restrictions".* In addition, the bond language itself guarantees that the purchase must remain forever open. He described this brochure language as similar to the one published on the first bond issue but amended in the second. *"It is conceivable that certain parcels of land will be purchased to implement other strategies deemed important by the Citizens Open Space Advisory Committee, the City Council, and the community. These might include land banking for future land trades and development of selected recreational amenities. These strategies will be clearly identified and justified to the public in advance of their purchase".* He emphasized that the City purchased this property under the context that it would be forever open and understanding that if we didn't purchase it, Union Pacific could sell it and develop it commercially, potentially blocking the trail system. It wasn't purchased as a trailhead but rather to maintain the extension of the broader trail system. Had conservation easements been placed at the time of acquisition, there would probably be less debate at this particular time. Mr. Hier stated that the proposed bridge spans from one commercial parcel, across the Rail Trail, to another commercial parcel; both privately owned. It's not public access, but commercial access. Part of the proposed agreement provides for an ADA accessible ramp leading down from the Rail Trail parking area, which is not much more than 150 feet to the restrooms. It is his belief that the bridge is a 100% commercial enhancement. If the City's property was not open space, he would consider the request, however the bridge will block the view corridor down the trail. He stated that he can't support the bridge based on the intent of the bond purchase and do so would betray a public trust. This may be a small transaction, but it sets a precedent. He strongly suggested that this portion be stricken but everything else is fine, i.e., allowing access through the property. Mr. Hier strongly expressed his distaste for approving something, which requires approval by a subsequent action and can't be defined in time or in scope. He cited a scenario about the property being sold before the bridge is built.

Peg Bodell commended Centura on voluntarily including a public art element and commented on the on-going development of an art policy for the City. She asked if the art could be located in another area of town. Mr. Jordan explained the public art program in San Francisco and feels this is a good thing for Park City. He responded that it doesn't have to be on-site and agreed with Mr. Duffin's remarks about tying the Rail Trail into City Park. Having a pocket park in the Rail Trail Development is something that has been in their plans and he would like to see art as a part of this project, however, they are open to discussions. In defense of the bridge, Mr. Jordan emphasized the overall pedestrian vision for the neighborhood.

Jim Hier stated that when the applicant produces a master plan of the entire area showing how these elements integrate, an encroachment permit would be appropriate to review. Why not wait? Mayor Williams interjected that he agrees totally with Council member Hier on his comments about the intent of the bond language. There was discussion about the current pedestrian bridge serving area residents, which is more convenient. Fred Jones suggested that rather than striking Subsection (d), which Mr. Hier is recommending, to simply replace pedestrian *"bridge"* with pedestrian *"connection"*, and eliminate the bridge as the applicant is reconsidering this feature. He agreed with Mr. Hier that the bridge, as proposed, doesn't fit the criteria of public way. Using the word *"connection"* doesn't eliminate the possibility of a bridge in the future. He emphasized that the City is not committed to any kind of connection at this point. Relative to Mr. Hier's quotes from the bond pamphlet, Mr. Jones noted that this was prepared by a special interest group promoting the initiative, and it is not a legally binding document, which is specific as well. The focus needs to be on the bond language, not the bridge. Jim Hier countered that the pamphlet has the City logo, Park City Municipal Corporation and its email address and any resident would believe it came from the City. He agreed that it may not be legally binding, but it is morally. There was discussion about placing a timeline on the bridge application or tying it to Centura's application. Candace Erickson expressed the problems associated with outstanding projects and there was discussion about whether or not to strike (d). Rodman Jordan expressed that he wants resolution on this. It is a matter of full disclosure as Centura wants to go through the master plan process and develop good north/south connections. He discussed integrating the Hispanic community in the area.

Peg Bodell stated that she has concerns about the City's enforcement responsibilities outlined Section (b) with regard to restricting parking. This is a difficult obligation, at best, and this is not a trailhead and not an appropriate place for a trailhead. She asked that it be stricken because it is more of a problem than a benefit. Mr. Jordan explained that this is an effort to provide some public parking and she believes it won't be available for trail users. He responded that he successfully enforces a plan with his tenants at the Emporium, which he explained in detail. Kay Calvert stated that it would be inconvenient to eliminate parking because it can't be enforced. He discussed in detail the Telluride trail system which ties into retail areas and emphasized the Centura is offering to grant an easement across its property so that the public has a place to access the Rail Trail. Ms. Bodell argued that City Park has plenty of parking. Candance Erickson disagreed with Ms. Bodell's comments; the more parking, the better. She believes there will be a number of trail users who will drive there to run or bike and the parking will be used. In response to the Mayor's poll, there was no support among Council members to support Ms. Bodell's recommendations to strike Section (b).

Tom Bakaly summarized that amendments to the proposed draft include changing the word bridge to connection in Section (d). The first sentence should contain language, *"subject to the approval of the City Council of Park City by July 1, 2004, owner may construct a pedestrian connection. . ."* Under Section (f), Council may want to consider adding, *"in the event a location for public art is determined by the City, other than the Rail Trail, the owner may match the City's contribution to the cost of said public art up to a maximum of $5,000"*. Jim Hier reiterated his reasons for opposing the bridge and the agreement and Fred Jones countered that it is not approving a bridge. Jim Hier stated that the approval of the bridge could occur with a future council and he is not willing to make that provision. He could approve a pedestrian connection. Fred Jones, "I move to approve the encroachment agreement with the changes as iterated by Tom, including Section (d) which replaces "bridge" with "connection", and with the additional sentences relative to public art and ~~the July 1, 2004 deadline~~ with regard to the pedestrian connection". Assistant City Attorney Tim Twardowski asked if July 1 is the deadline for approval or application. Jim Hier felt the City should have a design submitted for approval prior to that date, and if not, the clause would expire. Rodman Jordan felt six months may not be adequate. Fred Jones amended his motion to, approval by the City Council no later than December 2005". Candace Erickson seconded. Motion unanimously carried.

4. Consideration of encroachment permit for Lot #36 Iron Canyon Ct, in a form approved by the Legal Department – Dr. G. Richard Campbell – Matt Twombly explained the Iron Canyon annexation and subdivision was approved in October 1983. The developer, The Boyer Company, was granted a credit for dedication of park land where the public access easement was the only recreation dedication. The Boyer Company was credited $8,000 toward the required fee in lieu of park land dedication for the pedestrian access through the Iron Canyon Subdivision. Many years after the annexation, the original owner of Lot #36 built his driveway within the 20 foot utility and access easement centered on the property line. The current owner is requesting encroaching within the easement. The driveway was also built partially on the adjoining property owned by David Wiener. There were conflicts with property owners, trail users, and concerns about parking in the cul-de-sac and staff met with Dr. Campbell and his neighbors to find solutions to alleviate the situation. The City stripped and signed the cul-de-sac. It has worked with some success, however, Dr. Campbell alleges that trail users are not using the parking or access properly. Over the last few months, the City Engineer and City Attorney have worked with Dr. Campbell on creating an encroachment agreement so that he can proceed with the installation of a fence and gate on his property. It appears that part of the improvements would encroach on Mr. Wiener's property within the access easement. He was amenable to this proposal earlier but has subsequently submitted his written opposition to any structures on his property (within the access easement). To date, there has been no resolution reached by all parties. Staff is recommending that Council deny the amended encroachment permit proposed by Dr. Campbell and to take public input.

(a) Public input

Beverly Gray, resident, expressed that this trail has been around a lot longer than the platting of the subdivision in 1983. Prior to that, what is now Aspen Springs, was the Smith Ranch. This trail, historically used for sheep herding, is shown on a 1950 topographical map. She stated that she started using the trail in 1979 and it has special

3. Rail Central pedestrian connection – Centura Development. Tom Bakaly explained that Council approved an encroachment permit for access use of the City's open space property. The City received an encroachment permit so Rail Trail users could cross the business commons property and access parking for the trail. One outstanding feature is the pedestrian connection from the Rail Trail to the private building across the City's open space, which is before Council tonight. If Council renders approval during work session, it may be prudent to have it subject to planning staff or Planning Commission approval with regard to final design.

Architect Craig Elliott described the pedestrian bridge across the creek to the Rail Trail, the 11 parking spaces, and an ADA compliant ramp connection from the parking area to the Rail Trail. At this location, a ramp comes down to the picnic area and turns back down to the building. In addition to that, there are connecting stairways and Mr. Elliott explained the need for the proposed retaining walls because of the change in grade. Jim Hier expressed concerns about the purpose of the bridge being to serve the buildings. Mr. Elliott relayed that the bridge location relates to a potential restaurant and if this occurs, there would be shared parking. It also provides a connection for pedestrians from the Fireside and Iron Horse Apartments. Mr. Hier felt that the other side should be planned before a decision is made on the bridge. Craig Elliott explained that it made sense to process the entire area at one time. Ms. Erickson pointed out the excessive size of one of the ramps and Mr. Elliott explained that there is more of a grade change and the ramp acts as a sidewalk. Fred Jones also expressed concerns about what happens across the creek with regard to parking; we should be confident that everything will line up and won't have to be altered when the parking structure comes on line. He believed that if pedestrian access is supported tonight, that the plan be reviewed by both the Planning Commission and planning staff. He stated that he is somewhat uncomfortable with the conceptual design of the ramp and this needs to be analyzed. Mr. Elliott explained that they were attempting to reduce the impacts of the retaining walls and they need the authority from the City Council to work through these issues. He believed it reasonable to allow Centura to proceed with the development of the other parcel with the Planning Commission. Jim Hier felt it important to condition approval with Planning Commission review and stated that he still has a problem with a bridge without the benefit of a circulation plan. There needs to be a demonstrated linkage from the pedestrian access and the bridge in order for the bridge to make sense.

Tom Bakaly questioned the need for the ramp to be ADA compliant and clarified that Council is being asked for permission to apply for an application on the bridge and direction on the pedestrian connection to the open space. Fred Jones expressed support on the bridge, as conditioned by Jim Hier. With regard to the ramp and stairway, he felt review should be subject to staff approval and ADA applications. Candace Erickson agreed and added that the bridge should be applied for when the design for the other side is submitted. She stated that she doesn't have a problem with the ramp, except for its size and would rather see more landscaping than asphalt. Craig Elliott stated that he will work with staff toward a solution. Jim Hier reiterated his comments on demonstration of a pedestrian circulation plan, which should be part of the findings if the bridge is approved. Dana Williams stated that the design of the bridge seems grandiose for a three feet wide creek and agreed with his fellow Council members with regard to Planning Commission review.

3. Review of regular meeting:

Insurance renewal. Cindy LoPiccolo introduced Jeff Larson from Marsh. She explained that the City has elected basically the same coverage as last year. Kay Calvert asked if Workers Compensation rates will ever level off. Mr. Larson explained that the market has slowed down and their rates are still lower than other insurance carriers. He believes the rates will drop in a couple of years once insurance companies recover and become profitable again. The average rate increase for Workers Compensation is 20% and the City is below that number. There was discussion about terrorism risk insurance, which Mr. Larson didn't recommend for Park City. Ms. LoPiccolo interjected that the Imperial Hotel, a recent property acquisition, has been included in the coverage. Peg Bodell pointed out the significant amount of money spent on insuring our City buses, which should be considered in negotiations regarding support of regional transportation.

Sundance MFL. Alison Butz explained that the amendment involves barricading the east side of Main Street parking for the first four days of Sundance, which are the busiest days of the Festival, which will increase the sidewalk width. It is also proposed to barricade parking spaces in front of Harry O's and the Main Street Mall on the west side of the street. These barricades are proposed to remain until Tuesday morning. Barricades at the Sundance venues, The Egyptian, Elks Building, and The Riverhorse will remain in place during the entire Festival. It is hoped that this plan will help keep pedestrians out of traffic and alleviate some safety problems. The HMBA supports the amendment and every Main Street business has been personally contacted on the plan; comments have been positive. In response to a comment made by Jim Hier about not implementing one-way this year, Ms. Butz explained that pedestrian circulation was the focus and it was determined that one-way may be confusing to drivers and actually back-up traffic. Candace Erickson believes this is a good plan and easily understood. Barricade rentals will be paid by Sundance as well as parking fees.

Imperial Hotel contract. Alison Butz explained that three proposals were rendered in response to the RFP. Staff is recommending the award of contract to ResortCom. The RFP outlined a variety of criteria and it was felt that ResortCom would

Mailed for recording
November 19, 2003 js

When recorded please return to:
PARK CITY MUNICIPAL CORPORATION
Legal Department
P O Box 1480
Park City UT 84060

Fee Exempt per Utah Code
Annotated 1953 21-7-2

ENCROACHMENT PERMIT FOR IMPROVEMENTS IN CITY PROPERTY AND EASEMENT FOR PUBLIC ACCESS

THIS AGREEMENT is made by and between **PARK CITY MUNICIPAL CORPORATION** (hereinafter City) and **CENTURA RAIL CENTRAL, L.L.C., FORMERLY KNOWN AS CENTURA CANYONS L.L.C.**, a Utah limited liability company (hereinafter Centura) and **OL MINER PARTNERS, L.L.C.**, a Utah limited liability company (hereinafter Ol Miner) to set forth the terms and conditions under which the City will permit Centura to build, maintain, and use certain improvements within the City property and right-of-way known as the Rail Trail Parcel, Park City, Utah, and whereby Centura and Ol Miners will grant a public access easement across their properties to a parking area on the Rail Trail Parcel for use as Rail Trail parking only.

1. This encroachment permit and easement agreement shall be appurtenant to the following described property:

   A. Centura Commons, a two lot subdivision containing Lots A and B, located at 1790 and 1800 Bonanza Drive, as more specifically described at Exhibit A, attached hereto and incorporated herein by reference (hereinafter "Centura Commons property"); and

   B. Rail Trail Parcel, as more specifically described at Exhibit B, attached hereto and incorporated herein by reference (hereinafter "Rail Trail Parcel").

   This agreement is not transferable to other property, but is freely transferable with the title to each of the properties identified above. The license and conditions as stated in the agreement, are binding on the successors in title or interest of Centura and Ol Miner.

2. Centura is hereby permitted to build, maintain, and use the following improvements[1] within the City's Rail Trail Parcel (All improvements contemplated by this agreement shall be installed

---

1 Unless otherwise stated herein, Centura shall be solely responsible for all costs of installing, building and maintaining the improvements discussed herein.

and/or constructed in substantial conformance with the locations and scales depicted on the site plan dated November 3, 2003 and approved by the City Council of Park City, attached hereto and incorporated herein as Exhibit C):

A. Driveway: Centura shall construct and maintain an asphalt driveway beginning at a location between Buildings One and Two of the Rail Central Development (hereinafter "Rail Central") and running easterly behind Building Two to the Rail Trail Parking Lot and connecting to the Rail Central parking located to the north of the Rail Trail. The driveway shall be limited to a maximum of sixteen feet (16') in width. No parking shall be allowed on the driveway.

B. Rail Trail Parking Lot: Centura shall construct and maintain an asphalt eleven (11) space parking lot for use as Rail Trail parking only. Centura shall install signs marking the lot as "Parking for Rail Trail Users Only."

C. Landscaping and Irrigation: Centura shall landscape and irrigate the areas surrounding the driveway and Rail Trail Parking Lot discussed herein at Paragraphs 2A and 2B for the full length of Centura's property line to the east. City will landscape and irrigate the Rail Trail Parcel lying south of Rail Central Building One—the City intends to landscape as close to the property line as possible adjacent to Centura's deck/patio and also intends to place a few picnic tables on said property to encourage use of the area.

D. Pedestrian Connection: Subject to the approval of the City Council of Park City, Centura may construct a pedestrian connection connecting Rail Central Building One to the Rail Trail, and continuing in a southerly direction across the creek located south of the Rail Trail. The Parties hereby agree that the City Council of Park City, as owner of the Rail Trail Parcel, has unfettered discretion to approve or deny the pedestrian connection for any reason, including but not limited to aesthetics and scale. If the City Council of Park City has not approved design plans for said pedestrian connection on or before December 31, 2005, then this subsection (2D) shall be null and void and Centura's request to construct said pedestrian bridge shall be considered denied.

E. ADA Connection to Rail Trail: Centura shall construct an ADA compliant ramp connecting the Rail Trail Parking Lot to the Rail Trail. City shall pay the full cost of constructing this ADA connection to the Rail Trail.

F. Public Art: The City, at its sole discretion, may install public art on the Rail Trail. If the City elects to install public art on the Rail Trail, Centura agrees to match the City's contribution to the cost of said public art up to a maximum of Five Thousand Dollars ($5,000.00). If the City elects to install public art in a location other than the Rail Trail, then Centura at its sole discretion may elect to match the City's contribution to the public art up to a maximum of Five Thousand Dollars $5,000.00).

G. Public Restrooms: Centura agrees to build and maintain public restrooms on the ground floor, east end of Rail Central Building One. Centura agrees that said public restrooms will remain open to the public during normal Park City Parks operating hours (ie., same hours of operation as the Park City Skate Park).

H. Public Access Easement: Centura and Ol Miner hereby grant and convey a public access easement across the Centura Commons property (Lots A and B) for access between Bonanza Drive and the Rail Trail Parking Lot, as shown on Exhibit C herein. City hereby grants and conveys to Centura and Ol Miner a site circulation easement on those portions of the driveway discussed herein at Paragraph 2A lying within the Rail Trail Parcel.

I. Soil Exportation/Fill Materials: Except as expressly provided otherwise herein, Centura shall not export soil from the Centura Commons property to the Rail Trail Parcel. Centura shall be solely responsible to pay all costs associated with the exportation of any/all hazardous soils from the Centura Commons property—no hazardous soils shall be exported from the Centura Commons property to the Rail Trail parcel. Subject to review and approval by the City's Environmental Specialist and/or Chief Building Official, non-hazardous soils may be exported from the Centura Commons property to the Rail Trail Parcel for use as fill material in areas to be landscaped by the City.

J. Project Coordination: Centura hereby agrees to coordinate the construction and/or installation of improvements discussed herein with the City's Rail Trail improvements project.

3. Development Review Process Unaffected by this Agreement: Centura acknowledges that the City is party to this agreement solely as property owner. Nothing in this Agreement constitutes nor shall be construed as a waiver of any development code provisions applicable to Centura's Rail Central development project, including but not limited to the Park City Land Management Code, Municipal Code, Sign Code, and International Building Code. This agreement shall not be construed to create any assumption of development approvals. Centura's Rail Central development, including any/all improvements contemplated by this agreement, shall be subject to all applicable development processes and requirements.

4. No permanent right, title, or interest of any kind shall vest in Centura or Ol Miner in the Rail Trail Parcel by virtue of this agreement. No interest shall be perfected under the doctrines of adverse possession, prescription, or other similar doctrines of law based on adverse use, as the use hereby permitted is entirely permissive in nature.

5. Centura or its successors shall maintain the improvements described herein at Paragraph 2 in a safe, functional, and good state of repair at all time, and upon notice from the City, will repair any damages, weakened, or failed sections. Centura shall have complete maintenance responsibility for all improvements described herein, less and excepting any improvements installed or constructed by City on the Rail Trail Parcel. Centura agrees to hold the City harmless and indemnify the City for any and all claims arising from Centura's use of the Rail Trail Parcel, or from the failure of the Centura's improvements.

6. In the event that Centura or its successors or assigns fails to maintain the improvements described herein at Paragraph 2 in a safe, functional, and good state of repair at all times, City may elect, at its sole discretion, one or more of the following remedies after providing thirty (30) days written notice to Centura of such failure to maintain and opportunity to cure:

A. Require specific performance of Centura of maintenance necessary to render the offending improvement safe and functional;

B. Perform the necessary maintenance and recover the costs and expenses therefore from Centura;

C. Close, stabilize, demolish, or remove the offending improvement if the improvement represents a hazard to the public health or safety if the offenses are not promptly cured;

D. All other remedies available at law or equity;

E. Terminate this agreement; and

F. Obtain reimbursement from Centura for City's costs, including administrative time and legal fees, incurred in pursuing its remedies under this agreement.

7. This agreement shall be perpetual unless terminated pursuant to Paragraph 6 herein. In the event that this agreement is so terminated, Centura shall remove the pedestrian bridge at its sole expense. The City may elect, at its sole discretion, to maintain the driveway and/or Rail Trail Parking Lot or remove said improvements at its sole expense.

8. This agreement represents the entire integrated agreement between City and Centura and Ol Miner and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written modification signed by both parties.

DATED this 6 day of NOVEMBER, 2003.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, Mayor

ATTEST:

City Recorder's Office

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

APPROVED AS TO FORM:

City Attorney's Office

CENTURA RAIL CENTRAL, L.L.C., FORMERLY KNOWN AS CENTURA CANYONS L.L.C.
2476 Aspen Springs Drive
Park City, UT 84060

____
Rodman W. Jordan, Corporate Manager

Acknowledgment

NOTARY PUBLIC
DAWN M. JENSEN
445 MARSAC AVE. P.O. BOX 1480
PARK CITY, UT 84060
MY COMMISSION EXPIRES
MARCH 11TH, 2004
STATE OF UTAH

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 18th day of Nov. ________, 2003 personally appeared before me Rodman W. Jordan, whose identity is personally known to meor proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he is the Corporate Manager of Centura Rail Central, L.L.C. by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged to me that said L.L.C. executed the same.

Dawn M. Jensen
Notary Public

OL MINER PARTNERS, L.L.C., A UTAH LIMITED LIABILITY COMPANY
2476 Aspen Springs Drive
Park City, UT 84060

____
Rodman W. Jordan, Corporate Manager

Acknowledgment

NOTARY PUBLIC
DAWN M. JENSEN
445 MARSAC AVE. P.O. BOX 1480
PARK CITY, UT 84060
MY COMMISSION EXPIRES
MARCH 11TH, 2004
STATE OF UTAH

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 18th day of Nov. ________ 2003, personally appeared before me Rodman W. Jordan, 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 is the Corporate Manager of Ol Miner Partners, L.L.C. by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged to me that said L.L.C. executed the same.

Dawn M. Jensen
Notary Public

EXHIBIT A

Order Number: 13852

LEGAL DESCRIPTION

PARCEL 1:

LOT A, CENTURA COMMONS, A TWO LOT SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

(TAX SERIAL NO. CCOM-A)

PARCEL 2:

LOT B, CENTURA COMMONS, A TWO LOT SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

(TAX SERIAL NO. CCOM-B)

ADDRESSES:

PARCEL 1
1790 BONANZA DRIVE, PARK CITY, UTAH 84060

PARCEL 2
1800 BONANZA DRIVE. PARK CITY, UTAH 84060

Exhibit A

UNION PACIFIC RAILROAD COMPANY
Park City, Summit County, Utah

EXHIBIT "A"

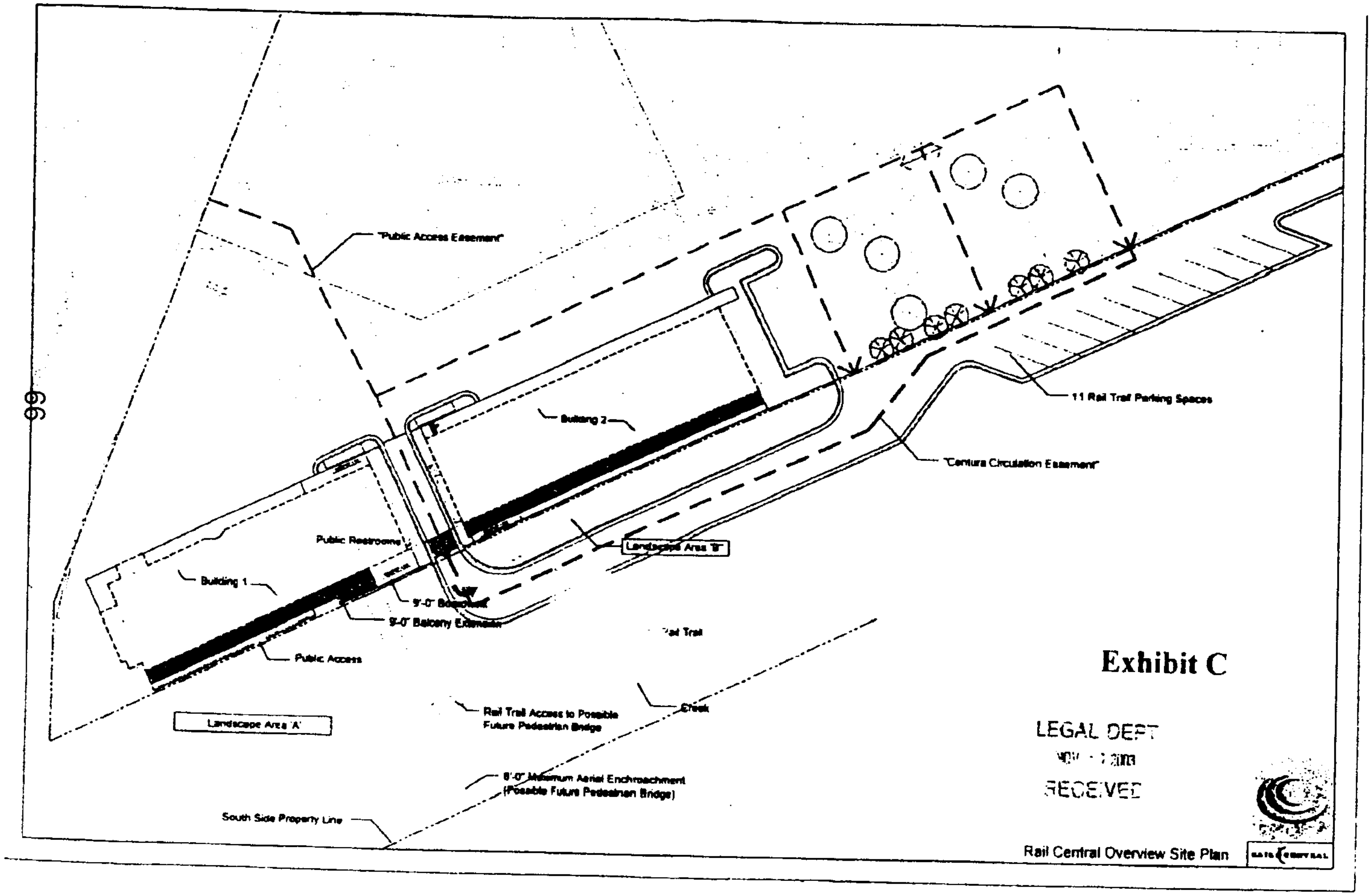
A 100 foot wide strip of land situate in the NW ¼ of the SE ¼ of Section 9, Township 2 South, Range 4 East Salt Lake Meridian, Summit County, Utah, said strip of land lying 50.0 feet on each side of the centerline of main track of the Union Pacific Railroad Company, as was constructed and operated, extending southwesterly from the north line to the west line of said SE ¼ of Section 9.

Containing an area of 1.977 acres, more or less

Office of Real Estate
Omaha, Nebraska
January 6, 2000

Written by: JCO
41998.leg

Exhibit B
Rail Trail Parcel


"Public Access Easement"
11 Rail Trail Parking Spaces
Building 2
"Centura Circulation Easement"
Public Restrooms
Landscape Area 'B'
Building 1
9'-0" Boardwalk
9'-0" Balcony Extension
Rail Trail
Public Access
Exhibit C
Rail Trail Access to Possible Future Pedestrian Bridge
Creek
Landscape Area 'A'
LEGAL DEPT
RECEIVED
8'-0" Maximum Aerial Enchroachment (Possible Future Pedestrian Bridge)
South Side Property Line
Rail Central Overview Site Plan

City Council
Staff Report

PARK CITY 1884

ECONOMIC DEVELOPMENT AND CAPITAL PROJECTS

Author:	**Dave Gustafson**
Subject:	**Police Facility** **Service Provider Contract**
Date:	**August 17, 2006**
Type of Item:	**Administrative:** **Service Provider Contract**

Summary Recommendation:
Authorize the City Manager to enter into a professional service provider contract for the Park City Police Facility project in a form approved by the City Attorneys Office to Consolidated Engineering Laboratories in the estimated amount of Twenty Eight Thousand One Hundred Forty Eight Dollars ($28,148.00).

Description:
Topic: Park City Police Facility Professional Service Provider Contract
Background:

As part of the Park City Police Facility requirements, special inspection and materials testing is required as part of the design specifications, permitting and building codes. The testing and inspection must be performed by certified inspectors and testing technicians. The Request for Proposals was verbally communicated to several known firms. Three firms submitted proposals for the project. The firms were Consolidated Engineering Laboratories, Precision Testing Services, LLC, and CMT Engineering Laboratories.

Analysis:
The verbal RFP requested an estimated amount for the project or the hourly fees that each service would charge. The testing and inspection greatly depends on the contractor's schedule and ability to perform the work according to building codes and project specifications.

Consolidated Engineering was requested to provide the estimated hours to complete the project. Two other vendors provided their hourly fees and those fees were plugged in to the Consolidated Engineering estimated hours. Consolidated Engineering was the low bid based on this procedure. Consolidated is also working on several other projects in the Park City area and this will help in the cost of travel time and response to the project site.

Department Review:

The City Manager, Economic Development and Capital Projects, Engineering and Legal Departments have reviewed this report and all comments have been incorporated into the report.

Alternatives:

Approve the Request:

Authorize the City Manager to enter into a Professional Service Provider contract on a form approved by the City Attorneys Office with Consolidated Engineering Laboratories, in the estimated amount of Twenty Eight Thousand One Hundred Forty Eight Dollars ($28,148.00).

Deny the Request:

Denying the request would delay the project.

Continuance:

Continuing a decision would delay the schedule on the project.

Do Nothing:

Delay would impact the project schedule.

Significant Impacts:

The costs for the special inspection and materials testing are budgeted in the soft costs for this project.

Consequences of not taking the recommended action:

Delay would impact the project schedule.

Recommendation:

Staff recommends that Council authorize the City Manager to enter into a professional service provider contract for the Park City Police Facility project in a form approved by the City Attorney's Office with Consolidated Engineering Laboratories in the estimated amount of Twenty Eight Thousand One Hundred Forty Eight Dollars ($28,148.00).

CONSOLIDATED ENGINEERING
LABORATORIES

August 14, 2006
Dave Gustafson
Park City Municipal Corp.
P.O Box 1480
Park City, Utah 84060

Subject: **Park City Police Facility, Park City, Utah**
Materials Testing and Construction Inspection Services

Dear Mr. Gustafson:

AS per your request, we are submitting our proposal for the above mentioned project. Consolidated Engineering Laboratories (CEL) would be proud to be part of your team, helping to ensure the construction quality and success of this project.

CEL is fully accredited by AASHTO (American Association of State Highway and Transportation Officials), UDOT (Utah Department of Transportation), and CCRL (Cement and Concrete Reference Laboratory). We exceed the minimum requirements outlined in ASTM E-329, C-1077 and D-3666. These accreditations are very important as a measure of the quality that is inherent in our field procedures and is particularly relevant should any disputes arise and is typically required by project specifications.

Following is our cost estimate and scope of services. We assembled this proposal by referring to the following sources:

< Previous Involvement in Projects For Park City Municipal Corp.;
< Available Project Drawings Dated June 6, 2006;
< International Building Code Section 1704, AWS D1.1 Code, and ACI 318;
< Our Phone Conversations;
< Quantities and schedule provided by Jacobsen Construction.

Thank you for considering Consolidated Engineering Laboratories. We look forward to continuing the relationship that has been established between CEL and Park City. If you have any questions regarding this proposal, please call me.

Sincerely,
CONSOLIDATED ENGINEERING LABORATORIES

CHARLIE TRUJILLO
PRINCIPAL

CONSOLIDATED ENGINEERING
LABORATORIES

REINFORCED CONCRETE

A. Costs

Concrete Sampling, Level I Estimated Man-hours: 195	Rate per hour: $\$35^{00}$	Total Cost: $\$6{,}825^{00}$
Reinforcing Steel/Concrete Placement Estimated Man-hours: 100	Rate per hour: $\$42^{00}$	Total Cost: $\$4{,}200^{00}$
Compression Tests Estimated Number: 97	Rate per set: $\$44^{00}$	Total Cost: $\$4{,}268^{00}$
Cylinder Pick-Ups Estimated Number: 40	Rate per trip: $\$40^{00}$	Total Cost: $\$1{,}600^{00}$
		Subtotal: $\$16{,}893^{00}$

The above mentioned estimate is based on the following:

1) As per Matt Giles, the concrete yardage totals 3,905, 2500 slab on grade, 785 slab on deck, 300 footings, and 320 columns. The amount of cylinders is based on set every forty yards to accommodate the smaller pours.
2) The total hours quoted for the special inspection is based on twenty five four hour visits.
3) Cylinder Pick-ups will only be billed on days we are not on site following a pour.

B. Scope of Services

Reinforcing Steel Placement

Prior to the pours, our inspector will inspect the reinforcing steel placement to verify that it is according to plans and specifications. Our inspector will check:

< size and spacing of bars;
< location and length of splices;
< clearances;
< cleanliness of bars;
< spacing tolerances;
< proper support of steel with ties.

Concrete Placement

During the pours, our inspector will be on-site continuously, as required by Code, to monitor the placement. Our inspector will perform the following duties:

< assure that no bars are displaced during pouring;
< verify cleanliness of steel;
< confirm the adequacy of placement and vibratory equipment;
< verify proper delivery rate of concrete and monitor batch times;
< assure the correct mix is being utilized;
< monitor slump of each truck;

- record temperature of air and concrete;
- cast cylinders for compression tests at the specified frequency;
- air checks during concrete placement.

Compression Testing

We will transport all samples to our laboratory for compression testing in strict accordance with ASTM requirements. Reports of compression tests will be distributed to the appropriate parties.

SOILS

A. Costs

Moisture Density Curves Estimated Number: 6	Rate each: $\$100^{\underline{00}}$	Total Cost: $\$600^{\underline{00}}$
Gradations Estimated Number: 6	Rate each: $\$45^{\underline{00}}$	Total Cost: $\$270^{\underline{00}}$
In-Place Density Testing Estimated Man-hours: 60	Rate per hour: $\$40^{\underline{00}}$	Total Cost: $\$2{,}400^{\underline{00}}$
		Subtotal: $\$3{,}270^{\underline{00}}$

B. Scope of Services

We will provide a qualified technician with a nuclear gauge on site to test backfill and structural fill for relative compaction, per ASTM D2922 and ASTM D1556. Maximum density determination will be performed in the laboratory as directed by ASTM 1557. The engineering evaluation of our test results remains under the direction of the soils engineer.

STRUCTURAL STEEL

A. Costs

Shop Fabrication Inspection Estimated Man-hours: 60	Rate per hour: $\$50^{\underline{00}}$	Total Cost: $\$3{,}000^{\underline{00}}$
Field Welding Inspection Mileage Estimated Miles: 500	Rate per mile: $\$0^{\underline{41}}$	Total Cost: $\$205^{\underline{00}}$
Field Welding Inspection Estimated Man-hours: 30	Rate per hour: $\$50^{\underline{00}}$	Total Cost: $\$1{,}500^{\underline{00}}$
		Subtotal: $\$4{,}705^{\underline{00}}$

The above mentioned estimate is based on the following:

1) The shop inspection is for the approx. thirty full penetration welding observation and testing only. There will be some travel costs associated with the shop inspection as the fabricator is located in Orem. We have people in the area and this will only be billed as necessary.

B. Scope of Services
Shop Inspection

- Visual inspection of welding to assure compliance with contract documents;
- Confirm approximate preheat temperature;
- Nondestructive testing of all full penetration welds;

Field Inspection

- Prequalification of welders and procedures;
- Confirm approximate preheat temperature;
- Nondestructive testing of moment welds and column splices;
- Torque testing of high strength bolts using a calibrated torque wrench;
- Visual inspection of welding to assure compliance with contract documents;
- Continuous inspection of multipass fillet welds, full penetration welds and reinforcing steel welding.

MASONRY

A. Costs

Inspection Estimated Man-hours: 40	Rate per hour: $\$42^{\underline{00}}$	Total Cost: $\$1,680^{\underline{00}}$
Composite Prisms (sets of five) Estimated Number: 2	Rate per set: $\$250^{\underline{00}}$	Total Cost: $\$500^{\underline{00}}$
Grout Compression Tests Estimated Number: 2	Rate per set: $\$60^{\underline{00}}$	Total Cost: $\$120^{\underline{00}}$
Mortar Compression Tests Estimated Number: 2	Rate per set: $\$60^{\underline{00}}$	Total Cost: $\$120^{\underline{00}}$
Sample Pick-up Estimated Number: 2	Rate per set: $\$40^{\underline{00}}$	Total Cost: $\$80^{\underline{00}}$
		Subtotal: $\$2,500^{\underline{00}}$

The above mentioned estimate is based on the following:

1) The special inspection time is based on a three week schedule with approx. 5,000 square feet of CMU to be placed.

B. Scope of Services
Inspector's Duties

< Verify size and spacing of dowels;
< Inspect proper lay-up of block units;
< Inspect reinforcing steel prior to grouting;
< Inspect dowels, anchor bolts and inserts, to make sure they are in place and properly secured prior to grouting;
< Verify proper consolidation of grout;
< Check that curing requirements are being followed;
< Cast samples of mortar and grout for compression tests;
< Witness preparation of composite prisms and test for compressive strength in our lab. UBC Code requires five tests 28 days prior to production, and three for every 5,000 square feet of wall for each block size.

ASPHALTIC CONCRETE

A. Costs

Field Inspection Estimated Man-hours: 12	Rate per hour: $40^{00}	Total Cost: $480^{00}
Laboratory Marshall Testing Estimated Number: 1	Rate per set: $300^{00}	Total Cost: $300^{00}

Subtotal: $780^{00}

B. Scope of Services
Field Inspection

Our inspector will observe the placement and compaction of the asphaltic concrete. While on site, he will verify that the proper mix, as reviewed by CEL's engineering staff, is placed in accordance with acceptable U-DOT standard recommendations. While on site, he will continuously monitor the temperature of the asphalt as it arrives to the site and the temperature of the asphalt during the rolling process. In addition, he will observe the general appearance of the asphalt and will continuously monitor the thickness of the rolled sections. A laboratory sample would be returned to the laboratory for unit weight analysis in accordance with the U-DOT test procedures. The inspector on site will utilize a nuclear gauge to determine whether or not compacted density, as specified, is obtained in the field.

SUMMARY OF COSTS

< REINFORCED CONCRETE	$16,893^{00}
< SOILS	$3,270^{00}
< STRUCTURAL STEEL	$4,705^{00}
< MASONRY	$2,500^{00}
< ASPHALTIC CONCRETE	$780^{00}

Estimated Total: $28,148^{00}

CONSOLIDATED ENGINEERING
LABORATORIES

TERMS OF AGREEMENT

Fees

Fees for our services will be billed on a time and expenses basis at the unit rates quoted. If subcontractors perform more quickly than scheduled, you will receive a cost savings for testing. If, however, subcontractors' schedules are extended or delayed, you receive a resulting increase in costs for testing. This cost proposal is based on the best information made available to us at the time the estimate was performed. Invoices are due 30 days from receipt. Past due invoices are subject to a finance charge of 1% per month.

Inspection

Inspection shall consist of visual observation of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such inspection shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from his obligations and responsibilities under the construction contract. Specifically, but without limitation, inspection shall not require the inspector to assume responsibilities for the means and methods of construction nor for safety on the jobsite.

Liability

In recognition of the relative risks of the Client and Consolidated Engineering Laboratories on the Project, Client agrees, to the extent permitted by law, that Consolidated Engineering Laboratories' liability to Client, in any way arising out of this Agreement, and shall be limited to 100% of the total fees and costs paid to Consolidated Engineering Laboratories.

Final Inspection Report

The Final Inspection Report (affidavit) will be issued on the sixth working day following the request for the affidavit by the project representative. All test results, answers to RFI's and engineers clarifications are required prior to issuing the final reports. As a condition precedent to the release of the affidavit, Client must satisfy all obligations required on its part to be performed under this Agreement including, without limitation, payment in full for all services performed by Consolidated Engineering Laboratories.

Hazardous Materials Requirement

If hazardous materials will be encountered by our employees on your project site, specialized training or certifications are required by State and Federal agencies in order for our inspection personnel to perform their duties. All related costs for such specific training, including class time, will be billed to the client. Personnel time for necessary training classes will be billed at the hourly rate quoted herein with no markup.

Additional Services

Should additional services be requested that are not included in our proposed scope of services, we will provide these services at the costs listed in our 2006 fee schedule.

Basis of Charges

Work over 8 hours per day, or on Saturdays	Time & One-half
Work on Sundays/Holidays	Double Time
Swing or Graveyard Shift Premium	$5.00 Per Hour
Work from 0-2 Hours/Show-Up Time	2 Hour Minimum Billing
Final Affidavit	$200.00 Minimum Billing

City Council Staff Report

PARK CITY 1884

Public Affairs & Communications

Author:	**Myles C. Rademan**
Subject:	**Open Space Bond 2006**
Date:	**August 17, 2006**
Type of Item:	**Resolution**

Summary Recommendations: City Council should adopt the attached resolution authorizing a $20 million open space bond on the ballot for the November 7, 2006, general election.

Description:

Topic:

$20 Million Open Space Bond Resolution for Tuesday, November 7, 2006 general election.

Background:

Park City is surrounded by privately held lands. Recognizing the importance of preserving open space the citizens of Park City passed two separate $10 million open space bonds; one in 1998, and the second in 2002. All but approximately $1 million of the proceeds from those bonds have either been expended or committed (see the attached list for details).

Additional open space acquisitions will depend on the citizens' willingness to further tax themselves to acquire open space.

Analysis:

Open space acquisition and preservation is one of the most popularly supported programs ever undertaken in Park City. The two previous open space bonds passed with the highest affirmative votes in the entire country: 78% for the 1998 bond, and 81% for the 2002 bond.

While the prices of potential open space purchases have escalated dramatically, reflecting the strength of the local real estate market, it is still felt that purchasing key open space is in the public interest and will be popularly supported.

There are no definitive open space purchases pending at the present time, but promising informal negotiations have begun which might bear fruit in the future.

If the citizens' pass the open space bond, Council can appoint a new Citizen's Open Space Advisory Committee (COSAC III) to advise them on potential purchases and help negotiate deal points.

Proceeds from the proposed open space bond can be used for acquisition of open space, and to make improvements to lands so preserved to protect the natural amenities and provide for public access and use, including trailheads, trailhead parking and comfort facilities (restrooms), trail easements and signing, etc..

The resolution authorizing the bond election must be acted on no later than 75 days prior to the November general election making the deadline for action <u>Thursday, August 17th</u>.

Pros & Cons of an Open Space Bond (summary)

- **PROS**
  - Great public support for open space demonstrated in past elections;
  - Robust local economy;
  - Easier to negotiate with potential landowners/developers if secured open space financial resources in place;
    - Ability to move quickly to obtain open space when opportunities arise;
  - Land costs continue to escalate; open space which seems expensive in today's dollars will probably seem a bargain in years to come;
  - There are a few potential prospects the city is pursuing;
  - We do not need to issue bonds and incur debt even if the citizens approve the bond until potential acquisitions are realized;
  - Gives the citizen's the democratic option to decide on the importance of open space.

- **CONS**
  - Can create unrealistic public expectations of what can be accomplished with the funds;
  - Costs of open space have risen dramatically so that average cost will be many multiples of the average \$17,800 - \$25,000 the city paid for open space historically;
  - Landowners/developers might see a windfall opportunity and raise their prices;
  - Public's perception of open space as large acreage that can be used for recreation might not comport with 'buying down' density or 'controlling development' which are also legitimate uses of open space bond funds;
  - Costs of existing open space bonds when combined with a new \$20 million bond might seem very high for some property owners, especially local business owners or secondary residents who have recently been reappraised;.
  - Bonding for open space now might preclude bonding for future city needs like upgrading recreation facilities, roads, etc.;

Property Tax Bond Analysis

The table below displays approximate property tax impacts per $100,000 of assessed value. The amounts for the new $20 million bond issue assume a 15-year term with an interest rate of 4.127% and a total taxable assessed value of $4,112,553,196. The amounts for the proposed bond issuance also assume that all $20 million would be issued in 2007 and the first debt service payments would be paid in 2008. These assumptions represent the current economic conditions and assessed value existing at the time of this report. Estimates could change based on interest rates at the time of actual bond issuance.

The average tax impact for the new bond issuance per $100,000 of assessed value on a primary residence is $24.43 each year. A secondary home or business will see an average tax impact of $44.41 each year.

Approximate Property Tax Impact per $100,000 of Assessed Value
Level Debt Service

Year	Existing Open Space G.O. Bonds		Proposed $20 Million		**Total Open Space G.O. Bonds**		**Total G.O. Bonds (includes Ice/Parks)**	
	Primary Residence	Secondary /Business	Primary Residence	Secondary /Business	**Primary Residence**	**Secondary /Business**	**Primary Residence**	**Secondary /Business**
2006	$24.28	$44.15	$0.00	$0.00	**$24.28**	**$44.15**	**$29.00**	**$52.73**
2008	$24.32	$44.22	$24.42	$44.39	**$48.74**	**$88.62**	**$53.49**	**$97.26**
2015	$19.15	$34.83	$24.45	$44.46	**$43.61**	**$79.29**	**$48.36**	**$87.92**
2016	$11.71	$21.29	$24.42	$44.40	**$36.13**	**$65.70**	**$40.88**	**$74.32**
2019	$5.92	$10.77	$24.44	$44.43	**$30.36**	**$55.20**	**$35.10**	**$63.81**
2020	$0.00	$0.00	$24.45	$44.45	**$24.45**	**$44.45**	**$24.45**	**$44.45**

BOND RESOLUTION

In order to hold a bond election at the general election on November 7th, the City Council will need to adopt a bond resolution no later than August 17th, 2006. The bond resolution is attached to this staff report. The attached resolution sets forth general parameters and information that will allow the public consideration process begin. Some of the more important information includes the following:

- Election Date – November 7, 2006
- Purpose of the Bond - The voters will consider whether to approve a $20 million bond "to acquire, improve and forever preserve park and recreational land, together with related historical or cultural improvements, to protect the conservation values thereof, to remove existing unneeded man-made improvements, and to make limited improvements for public access, parking and use."
- Maturity - The resolution specifies that bond payments will not exceed 21 years. This is just a maximum parameter, and if the City determines to shorten the maturity length (to 15 years, for example), we may do so at a later date when the bonds are issued.

Department Review:
City Manager, Legal, Budget & Finance, Planning & Public Affairs

Alternatives:
There are a number of alternatives ranging from not authorizing additional bonding for open space acquisition, to bonding for a lesser or greater amount. (e.g., $10 million, $30 million).

Approve the Request:
Pass the $20 million open space bond resolution giving the voters the opportunity to decide in November.

Deny the Request:
No open space bond will be placed on the November 7th ballot to be voted on by the citizens.

Continue the Item:
The deadline for action is August 17th, so this resolution cannot be continued if Council desires to place a bond election on the November 7th ballot.

Do Nothing:
This will be the same as denying the request. No open space bond resolution will be authorized for the November ballot.

Significant Impacts:
This resolution obviously raises significant open space and financial implications. Placing the matter before the voters gives them a chance to decide how much they are willing to tax themselves and spend and how important acquiring and preserving open space is to the future of Park City.

Consequences of not taking the recommended action:
Open space acquisition and preservation opportunities will be foregone in the future.

Recommendation:
Adopt the attached open space resolution authorizing a $20 million open space bond on the November 7, 2006, general election ballot.

Attachments:

1. Inventory of Recent Open Space Purchases
2. Open Space Bond Resolution

Park City Municipal Corporation
Inventory of Recent Open Space Purchases (1999 to 12/5/05)

Parcel Name/Reference	Closing/Approval	Amount Paid	Area
Richards Ranch	September 19, 1999	$1,657,482.23	Approx. 20 acres
Virginia Mining Claim	October 19, 1999	$852,960.00	Approx. 13.3 acres
Union Pacific (Rail Trail)	March 1, 2000	$220,000.00	1.977 acres
UP&L Parcel	March 31, 2000	$390,260.00	Approx .51 acres
Grover Round Valley	May 5, 2000	$325,100.00	40 acres
McMillian Round Valley	December 14, 2001	$5,500,330.00	280 acres
Bilogio LLC Round Valley	December 28, 2001	$2,250,180.23	144 acres
Edward Gillmor Estate, Siv, Charles Round Valley	November 19, 2003	$3,750,601.81	188 acres
Cranbrook Round Valley	December 29, 2003	$1,000,190.00	40 acres
Hope Mining Claims	December 16, 2004	$1,100,763.47	113 acres
Laws Properties	March 31, 2005	$ 285,125.00	3.92 acres
Royal Street/Aerie Property*	September 30, 2005	$150,000	4.51 acres

TOTAL EXPENDED $ 17,482,991

Open Space Bond Proceeds remaining as of 7/11/06 = $2,887,890

Gamble Oak / BLM	Pending Senate action	$1.9 million approx	100 acres

TOTAL EXPENDED $ 19,382,991

*Did not use open space bonds to acquire

RESOLUTION NO. _____-06

A RESOLUTION providing for the holding of a special bond election in Park City, Utah, at the same time as the regular general election, for the purpose of submitting to the qualified electors thereof the question of the issuance and sale of General Obligation Bonds of the City in an amount not to exceed $20,000,000; declaring official intent with respect to certain expenditures; and providing for related matters.

*** *** ***

WHEREAS, Park City, Utah (the *"City"*) desires to raise money for the purpose of paying the costs to acquire, improve and forever preserve park and recreational land, together with related historical or cultural improvements, to protect the conservation values thereof, to remove existing unneeded man-made improvements, and to make limited improvements for public access, parking and use; and

WHEREAS, the City does not have on hand sufficient funds for said purposes set forth above; and

WHEREAS, the City is authorized pursuant to the Local Government Bonding Act, Chapter 14 of Title 11 of the Utah Code Annotated 1953, as amended (the *"Utah Code"*), to call an election to submit to the qualified electors of the City the question as to whether the City should issue its general obligation bonds for the purposes set forth above; and

WHEREAS, the City desires to hold a special bond election at the same time as the regular general election to submit to the qualified electors of the City the question of the issuance of such bonds for said purposes;

NOW, THEREFORE, Be It Resolved by the City Council of Park City, Summit County, Utah, as follows:

Section 1. In the judgment of the City Council of the City (the *"City Council"*), it is advisable that a special bond election be called and held in the City to submit to the qualified electors of the City the question of whether general obligation bonds of the City, in an amount not to exceed $20,000,000, shall be issued and sold for the purpose of paying the costs to acquire, improve and forever preserve park and recreational land, together with related historical or cultural improvements, to protect the conservation values thereof, to remove existing unneeded man-made improvements, and to make limited improvements for public access, parking and use.

Section 2. The question shall be submitted at a special bond election of qualified electors of the City, and such special bond election (the *"Special Bond Election"*) is hereby called to be held in the City at the same time as the regular general election on Tuesday, November 7, 2006. The question shall be submitted in substantially the form set out in the form of ballot appearing in Section 6 hereof.

Section 3. The Special Bond Election shall be held in the consolidated voting precincts of Summit County, Utah (*"Summit County"*) and a subprecinct of Wasatch County, Utah (*"Wasatch County"*) in which qualified electors of the City reside at the polling places approved pursuant to a resolution of the City to be adopted by the City Council at a later date. In accordance with the provisions of Section 11-14-203 of the Utah Code, the election officials who have been otherwise appointed under the provisions of general law to conduct the regular general election to be held on the same day shall conduct the Special Bond Election.

Section 4. The poll workers in the respective voting precincts, in accordance with Section 20A-5-605 of the Utah Code, are hereby directed to arrive at their respective polling places at the time determined by the County Clerks of Summit and Wasatch Counties (collectively, the *"Election Officers"*), as applicable, on the day of the Special Bond Election (the *"Special Bond Election Day"*) and then to examine the voting devices to see that they are in proper working order and that the security devices have not been tampered with for the conduct of the Special Bond Election and otherwise to fulfill their responsibilities in accordance with Section 20A-5-605 of the Utah Code.

Section 5. Pursuant to Sections 11-14-203 and 20A-1-302 of the Utah Code, at the Special Bond Election the polls shall be opened at 7:00 a.m. on the Special Bond Election Day and shall be closed at 8:00 p.m. on that same day.

Section 6. Voting at the Special Bond Election shall be by electronic ballots and other ballot forms, and the City Recorder of the City (the *"City Recorder"*) is hereby authorized and directed to perform and do, and to cause to be performed and done, all things necessary to conduct the Special Bond Election in accordance with the provisions of this Resolution, Title 20A of the Utah Code and Chapter 14, Title 11 of the Utah Code. The Election Officers are hereby authorized and directed for and on behalf of the City and the City Recorder, and pursuant to Sections 11-14-203, 20A-1-102 and 20A-5-400.5, to perform and do all such things necessary to conduct the Special Bond Election. The necessary voting devices, voting booths, ballots, ballot boxes, ballot labels, ballot sheets, and any other records and supplies to be used in voting upon the proposition submitted shall be prepared and furnished by the Election Officers to the poll workers, to be furnished by them to the voters. The ballots to be used at the Special Bond Election (a) shall be suitable for use in the voting and counting devices in which they are intended to be placed, (b) shall comply in all respects with the requirements of Sections 11-14-206, 20A-6-102, 20A-6-303 and 20A-6-304 of the Utah Code, and (c) shall be organized to record the votes relating to the Special Bond Election as well as votes relating to other propositions and offices being voted upon at the regular general election. The ballots to be used at the Special Bond Election shall be separate from ballots to be used for other propositions and offices being voted upon at the regular general election, and shall be in substantially the following form:

OFFICIAL BALLOT FOR

PARK CITY, UTAH

SPECIAL BOND ELECTION

November 7, 2006

(Facsimile Signature)
City Recorder, Park City

CITY PROPOSITION NUMBER 1

Shall Park City, Utah be authorized to issue general obligation bonds in an amount not to exceed $20,000,000 and to mature in no more than 21 years from the date or dates of such bonds to acquire, improve and forever preserve park and recreational land, together with related historical or cultural improvements, to protect the conservation values thereof, to remove existing unneeded man-made improvements, and to make limited improvements for public access, parking and use?

To vote in favor of the above bond issue, select the box to the left of the words "FOR THE ISSUANCE OF BONDS." To vote against the bond issue, select the box to the left of the words "AGAINST THE ISSUANCE OF BONDS."

☐ FOR THE ISSUANCE OF BONDS

☐ AGAINST THE ISSUANCE OF BONDS

Section 7. The Special Bond Election shall be called by publishing once a week during at least three (3) consecutive weeks a notice of election, signed by the City Recorder, the first publication to be not less than twenty-one (21) days nor more than thirty-five (35) days before the date set for the Special Bond Election, in *The Park Record*, a newspaper of general circulation in the City. The notice shall be in substantially the form attached hereto as *Exhibit 1*.

The Election Officers shall post and publish the sample ballot in compliance with Section 20A-5-405 of the Utah Code. The sample ballot shall be in substantially the form set forth in Section 6 hereto.

Section 8. Only qualified, registered electors of the City who are eighteen (18) years of age or older shall be permitted to cast a vote at the Special Bond Election.

Section 9. Any person applying for a ballot at any polling place designated for the conduct of the Special Bond Election, whose right to vote is challenged by a poll worker or other challenger at the time the ballot is applied for, shall receive a ballot and be permitted to vote in accordance with the provisions of Sections 20A-3-105.5 and 20A-3-202 of the Utah Code. In the case of any such challenge or challenges, the poll workers at each polling place shall record all challenges on the official register and on the challenge sheets in the pollbook.

Section 10. Pursuant to the provisions of Parts 3 and 4, Chapter 3, Title 20A of the Utah Code, any qualified elector of Summit County or Wasatch County who resides within the confines of the City, who has complied with the law in regard to registration may vote at the Special Bond Election by making application in the manner and time provided by law for an absentee ballot, either in person or by mail, or in the case of (i) a hospitalized voter and (ii) any military voter or overseas citizen voter who is physically disabled so as to be unable to see or hear, by proxy, at the office of the Election Officer for the voting precinct of Summit County or Wasatch County, as applicable, in which the qualified elector resides, at the following addresses:

COUNTY	ELECTION OFFICER AND ADDRESS FOR ABSENTEE BALLOTS
Summit	Summit County Clerk, Summit County Courthouse, 60 North Main, Coalville, Utah 84017
Wasatch	Wasatch County Clerk, County Administration Building, 25 North Main Street, Heber City, UT 84032

Pursuant to Section 20A-3-408.5 of the Utah Code, any military voter, overseas citizen voter or other voter provided for under the federal Uniformed and Overseas Citizens Absentee Voting Act who is an eligible voter in the Special Bond Election and is serving in a hostile fire zone or other area where the mail is unreliable and not sufficient to accommodate timely mail service (an "*Overseas Electronic Voter*"), may register to vote and apply for an absentee ballot by transmitting an application electronically to the appropriate Election Officer in the manner and time provided by law. Absentee ballots of hospitalized voters must be received at the office of the appropriate Election Officer before the closing of the polls on the Special Bond Election Day in order to be counted. Absentee ballots transmitted electronically by an Overseas Electronic Voter must be transmitted no later than one day prior to the Special Bond Election and received electronically by the appropriate Election Officer before 12:00 Noon on Thursday, November 16, 2006, the day of the official canvass following the Special Bond Election, in order to be counted. All other absentee ballots must be received at the office of the appropriate Election Officer before the closing of the polls on the Special Bond Election Day or clearly postmarked before November 7, 2006, the Special Bond Election Day, and received in the office of the appropriate Election Officer before 12:00 Noon on Thursday, November 16, 2006, the day of the official canvass following the Special Bond Election, in order to be counted. Each Election Officer shall deliver to the appropriate counting center on election day those valid absentee ballots that are received before the closing of the polls on the Special Bond Election Day in order that they may be processed with the voting precinct returns on the Special Bond Election Day. The Election Officers shall retain in a safe place all other valid absentee ballots that were, for any reason, not counted at the counting center on the Special Bond Election Day or were clearly postmarked before the Special Bond Election Day and received in the respective offices of the Election Officers before 12:00 Noon on the day of the official canvass following the Special Bond Election and shall deliver the absentee ballots to the place of the official canvass of the Special Bond Election by 12:00 Noon on the day of the official canvass following the Special Bond Election.

The Election Officers are hereby requested, authorized and directed to prepare or cause to be prepared the necessary absentee ballots, applications and envelopes as required by law for voting by absentee ballots and to take such actions with respect to the counting thereof as permitted by Parts 3 and 4, Chapter 3, Title 20A of the Utah Code.

Section 11. Pursuant to the provisions of Part 6, Chapter 3, Title 20A of the Utah Code, any qualified elector of Summit County or Wasatch County who resides within the confines of the City and who has complied with the law in regard to registration may vote in the Special Bond Election prior to the Special Bond Election Day. The early voting period will begin on a date that is 14 days prior to the Special Bond Election Day and continue through and include the Friday before the Special Bond Election Day, at the times and places designated by the appropriate Election Officer. Public notice of the dates, times and locations of early voting shall be given at least five calendar days before the date early voting begins by publication one time in *The Park Record* of a notice in substantially the form set forth in the form of notice of election attached hereto as *Exhibit 1*.

The Election Officers shall post the notice of the dates, times and locations of early voting in compliance with Section 20A-3-604 of the Utah Code.

Section 12. Immediately after the polls are closed and the last qualified voter has voted, the poll workers appointed to conduct the Special Bond Election shall deliver the election returns to the appropriate Election Officer or to the place that appropriate Election Officer designates. In accordance with Section 11-14-207 of the Utah Code, the Election Officers are hereby requested and directed to make returns to the City Council of the votes cast at the Special Bond Election in order to enable the City Council to meet and canvass the returns of the Special Bond Election and to declare the results thereof.

Section 13. If required by the provisions of Section 20A-4-104 of the Utah Code, each Election Officer, on behalf of the City, shall direct under the observation of the public the counting of the votes cast on the foregoing proposition by automatic tabulating equipment or other apparatus used to count and tabulate the ballots at the appropriate counting center. The return printed by the automatic tabulating equipment or other apparatus used to count and tabulate the ballots when absentee ballots and valid provisional ballots cast at the Special Bond Election have been added thereto and when certified by the City Council, shall constitute the official return of each voting precinct.

Section 14. The City Council shall meet as a board of canvassers no sooner than 7 days and no later than 14 days after the date of the Special Bond Election on Thursday, November 16, 2006, at the Marsac Building, 445 Marsac Avenue, in Park City, Utah, at 6:00 p.m., and if the majority of the votes cast at the Special Bond Election are in favor of such proposition submitted, then the City Council shall cause an entry of that fact to be made upon its minutes, and thereupon the City shall be authorized to issue such bonds.

Section 15. After the adoption of this Resolution and at least 75 days before the Special Bond Election, a certified copy hereof, which includes the ballot title and the ballot proposition, shall be furnished on behalf of the City Council by Chapman and Cutler LLP, as bond counsel, to the Lieutenant Governor of the State of Utah and to the Election Officers.

Section 16. Each Election Officer shall, in accordance with the provisions of Sections 11-14-205 and 20A-2-103 of the Utah Code, consider all persons in Summit County or Wasatch County, as applicable, duly registered to vote on the Special Bond Election Day and who reside within the confines of the City, as registered to vote in the Special Bond Election. In accordance with the provisions of Sections 11-14-205 and 20A-5-401 of the Utah Code, each Election Officer shall prepare the official register of voters for each voting precinct of the Special Bond Election, as applicable.

Section 17. In accordance with the provisions of Section 20A-3-201(7) of the Utah Code, any interested person may act as a testing watcher to observe the demonstration of the logic and accuracy testing of the voting devices to be used in the Special Bond Election prior to the commencement of voting. Public notice of the time and place of the logic and accuracy demonstration shall be given at least two days prior to the commencement of voting by publication one time in *The Park Record* of a notice in substantially the form set forth in the form of notice of election attached hereto as *Exhibit 1*.

Section 18. Prior to the start of the counting of the ballots, the automatic tabulating equipment or other apparatus used to count and tabulate the ballots may be tested to ascertain that it will accurately count the votes cast at the Special Bond Election. If so tested, such test shall be conducted in accordance with the provisions of Section 20A-4-104 of the Utah Code and public notice of the time and place of the test shall be given at least forty-eight (48) hours before such test by publication one time in *The Park Record* of a notice in substantially the form set forth in the form of notice of election attached hereto as *Exhibit 1*.

Section 19. This Resolution is a declaration of official intent under Treas. Reg. Section 1.150-2. In satisfaction of the requirements thereof:

(a) The City Council is planning to raise money for the purposes set forth in Section 6 hereof in the form of the ballot proposition (collectively, the "*Facilities*).

(b) Expenditures relating to paying the costs of the Facilities (i) have been paid within sixty days prior to the passage of this Resolution or (ii) will be paid on or after the passage of this Resolution (the "*Expenditures*").

(c) The City Council reasonably expects to reimburse the Expenditures with proceeds of general obligation bonds, if any, authorized at the Special Bond Election, to be issued by the City.

(d) The maximum principal amount of such bonds expected to be issued for the Expenditures is an amount not to exceed $20,000,000.

Section 20. The officers and employees of the City are authorized to take such action as they may deem necessary in order to assure that the Special Bond Election does not violate any applicable state or federal law, including laws regarding the use of the state-selected computerized electronic voting machines.

Section 21. All acts and resolutions in conflict with this Resolution or any part thereof are hereby repealed.

Section 22. Immediately after its adoption, this Resolution shall be signed by the Mayor and the City Recorder, was approved as to form and signed by the City Attorney, shall be recorded in a book kept for that purpose and shall take immediate effect.

(Signature page follows.)

ADOPTED AND APPROVED this 17th day of August, 2006.

PARK CITY, SUMMIT COUNTY, UTAH

By ______________________________
Dana Williams
Mayor

[SEAL]

ATTEST:

By______________________________
Janet M. Scott
City Recorder

APPROVED AS TO FORM:

By ______________________________
Mark D. Harrington
City Attorney

EXHIBIT 1

NOTICE OF SPECIAL BOND ELECTION

PARK CITY, UTAH

PUBLIC NOTICE IS HEREBY GIVEN that a special bond election will be held in Park City, Utah (the *"City"*), at the same time as the regular general election, on Tuesday, November 7, 2006, at which special bond election there shall be submitted to the qualified, registered voters residing within the City the following question:

PARK CITY, UTAH

SPECIAL BOND ELECTION

CITY PROPOSITION NUMBER 1

> Shall Park City, Utah be authorized to issue general obligation bonds in an amount not to exceed $20,000,000 and to mature in no more than 21 years from the date or dates of such bonds to acquire, improve and forever preserve park and recreational land, together with related historical or cultural improvements, to protect the conservation values thereof, to remove existing unneeded man-made improvements, and to make limited improvements for public access, parking and use?

The special bond election shall be held at the consolidated voting precincts of Summit County and a subprecinct of Wasatch County in which qualified electors of the City reside, at the following polling places within such voting precincts, and the election officials to serve at each such polling place shall be those who have been otherwise appointed under the provisions of general law to conduct the regular general election. Voters are advised to vote at the special bond election at the polling place for the consolidated voting precinct of Summit County or the subprecinct of Wasatch County, as applicable, in which they reside. The polling places are as follows:

SUMMIT COUNTY

CONSOLIDATED VOTING PRCT. NO.	REGULAR VOTING PRECINCT NO.	POLLING PLACE LOCATION

WASATCH COUNTY

SUBPRECINCT NO.	REGULAR VOTING PRECINCT NO.	POLLING PLACE LOCATION

Voting at the special bond election shall be by electronic ballots and other ballot forms. The ballots will be furnished by the County Clerks of Summit and Wasatch Counties (collectively, the "*Election Officers*"), as applicable, on behalf of the City and the City Recorder, to the poll workers. The poll workers shall furnish such ballots to the qualified electors of the City.

The polls at each polling place shall open at 7:00 a.m. and shall remain open until 8:00 p.m., when they will close.

There is to be no special registration of voters for the special bond election, and the official register of voters last made or revised shall constitute the register for the special bond election, except that all persons who reside within the City and are registered to vote in Summit County or Wasatch County, as applicable, shall be considered registered to vote in the special bond election. The appropriate Election Officer will make registration lists or copies of such lists available at each of the above-described polling places for use by registered electors entitled to use such voting place.

Absentee ballots may be obtained by making application in the manner and within the time provided by law through the office of the appropriate Election Officer.

NOTICE IS FURTHER GIVEN, that any qualified elector of Summit County or Wasatch County who resides within the confines of the City and who has complied with the law in regard to registration may vote in the special bond election at designated polling locations up to 14 days in advance of the day of the special bond election. The dates, times and places for early voting in the special bond election are as follows:

SUMMIT COUNTY

DATE	TIME	EARLY VOTING POLLING PLACE LOCATION
October 24 - October 27, 2006	From 9:00 a.m. to 4:30 p.m.	Summit County Courthouse 60 North Main Coalville, Utah 84017
October 30 - November 3, 2006	From 9:00 a.m. to 4:30 p.m.	Summit County Courthouse 60 North Main Coalville, Utah 84017

WASATCH COUNTY

DATE	TIME	EARLY VOTING POLLING PLACE LOCATION
October 24 - October 27, 2006	From 8:00 a.m. to 5:00 p.m.	Wasatch County Administration Bldg. 25 North Main Street, Room 209 Heber City, Utah 84032
October 30 - November 3, 2006	From 8:00 a.m. to 5:00 p.m.	Wasatch County Administration Bldg. 25 North Main Street, Room 209 Heber City, Utah 84032

NOTICE IS FURTHER GIVEN that on (1) __________, _________, 2006, at _______ [a.m.][p.m.] in _______________, at ______________, _____________, in _______________, Utah and (2) ___________, _________, 2006, at _______ [a.m.][p.m.] in _______________, at ______________, ______________, in _______________, Utah, there will be conducted a demonstration of the logic and accuracy testing of the voting devices to be used in the special bond election. This test is open to public observation in accordance with the provisions of Section 20A-3-201, Utah Code Annotated 1953, as amended (the *"Utah Code"*).

NOTICE IS FURTHER GIVEN that on (1) __________, _________, 2006, at _______ [a.m.][p.m.] in _______________, at ______________, _____________, in _______________, Utah and (2) ___________, _________, 2006, at _______ [a.m.][p.m.] in _______________, at ______________, ______________, in _______________, Utah, there will be conducted a test of the automatic tabulating equipment or other apparatus to be used to tabulate the results of the November 7, 2006 special bond election to be held in the City on the issuance of $20,000,000 general obligation bonds of the City. This test is open to public observation in accordance with the provisions of Section 20A-4-104, Utah Code.

NOTICE IS FURTHER GIVEN that on Thursday, November 16, 2006, that being a day no sooner than 7 days and not later than 14 days after the special bond election, the City Council of the City will meet in the Marsac Building, 445 Marsac Avenue, in Park City, Utah at 6:00 p.m. and will canvass the returns and declare the results of the special bond election during such meeting.

Pursuant to applicable provisions of Sections 11-14-208 and 20A-4-403 of the Utah Code, the period allowed for any contest of the special bond election shall end forty (40) days after November 16, 2006 (the date on which the returns of the election are to be canvassed and the results thereof declared). No such contest shall be maintained unless a complaint is filed with the Clerk of the Third Judicial District Court in and for Summit County or with the Clerk of the Fourth Judicial District Court in and for Wasatch County, as applicable, within the prescribed forty (40) day period.

IN WITNESS WHEREOF, the City Council of Park City, Utah, has caused this notice to be given.

DATED: August 17, 2006.

PARK CITY, UTAH

By ______________________________
Janet M. Scott
City Recorder

City Council
Staff Report

PARK CITY 1884

Author: Ken Fisher, Recreation Manager
Subject: Recreation Building Remodel
Date: August 11, 2006
Type of Item: Request for Award of Contract

Summary Recommendation:
The City Council should authorize the City Manager to enter into a service provider contract with Gould Evans, in a form approved by the City Attorneys Office, for the design and development of construction documents, bidding assistance and construction observation for the remodel of the City Park Recreation Building located at 1400 Sullivan Road in the amount of $45,000.

Description:
Topic: Design Contract Services – Recreation Building Remodel

Background:
Following City Council's conceptual support of remodeling the Recreation Building, staff advertised a Request for Proposals (RFP) inviting design teams to submit design proposals on the project. Based on Council direction, the RFP asked for two proposed designs with one incorporating Green Building Initiatives as approved by Council in its Strategic Plan, as well as the project being broken down into two phases with Phase I being Schematic and Design Development and Phase II being 90 and 100% construction and bid documents. Before beginning Phase II work the conceptual design & construction cost estimates will be presented to City Council.

The project will remodel approximately 3,600 square feet of space enclosing the pavilion on the south west corner of the building, remodeling the restrooms and building interiors based on the recommendation made by the internal staff task force and as recommended by the Recreation Advisory Board. The total estimated project budget is $500,000 with $450,000 earmarked for construction. This represents a cost of $125 per square foot.

There were eleven inquires and RFP's sent out to interested firms. The RFP had two submittals by the firms of Gould Evans & Elliott Workgroup. A selection committee of five members made up of staff from Economic Development & Capital Projects, Recreation Dept, Public Works and a RAB member met to review the proposals and selected Gould Evans as the recommended firm on the project.

Analysis:
Gould Evans design team was chosen because of the following assessment made by the selection committee:

- Gould Evans is the architect of record for the library remodel project and the project was completed on time, within budget, and ably managed an extensive amount of input from staff, tenants, and the Library Board.
- Gould Evans has extensive experience in a wide array of remodel projects.
- Gould Evans has a LEED certified designer as part of the project team which will help to facilitate Council adopted green building initiatives.
- Discuss price differences

The recommended contract with Gould Evans would be for programming, conceptual & schematic design, design development, construction documents, bidding assistance, and construction observation.

After Phase I work is completed the project team will check in with Council to present schematic design and construction cost estimates to ensure continued support for the project.

Attached is the proposed contract and Exhibit "A" detailing the Scope of Services involved with the Recreation Building remodel and Exhibit "B" that outlines the fees.

We envision a very busy fall utilizing public input sessions to achieve concepts and schematic design options. Staff will return to Council for the award of the construction contract after design, engineering and permitting are complete.

Funding for the Recreation Building remodel will come from the City Park CIP Fund.

Department Review: Gould Evans was picked by a selection committee comprised of representatives of the Economic Development & Capital Projects Department, Recreation & Library Department, Public Works Department, and Recreation Advisory Board

This report was reviewed by Public Works, Recreation & Library, Economic Development & Capital Projects, City Manager's Office and Legal Department.

Alternatives:

A. **Approve the Request:** Staff is requesting authorization to enter into a service provider contract with Gould Evans, in a form approved by the City Attorneys Office, for the design and development of construction documents, bidding assistance and construction observation for the remodel of the City Park Recreation Building located at 1400 Sullivan Road in the amount of $45,000.

B. **Deny the Request:** This will mean that the Recreation Building will not be remodeled over the winter and the building will remain as is.

C. **Continue the Item:** Ask for information from staff before making a decision on the request.

D. Do Nothing: This will have the same impact as denying the request

Significant Impacts / Consequences of not taking the recommended action:
A delayed contract approval would impact completing the project the Spring of 2007.

Recommendation:
Staff is requesting authorization to enter into a service provider contract with Gould Evans, in a form approved by the City Attorneys Office, for the design and development of construction documents, bidding assistance and construction observation for the remodel of the City Park Recreation Building located at 1400 Sullivan Road in the amount of $45,000.

Attachments:
Service Provider Contract – Gould Evans

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 17th day of August, 2006, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and Gould Evans, a Utah corporation ("Service Provider").

WITNESSETH:

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

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

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

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

1. **SCOPE OF SERVICES**.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the 'Scope of Services' attached hereto as 'Exhibit A' and incorporated herein (the "Project"). The total fee for the Project shall not exceed ($45,000) Forty Five Thousand Dollars.

2. **TERM**.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on July 1, 2007 or earlier, unless extended by mutual written agreement of the Parties.

3. **COMPENSATION AND METHOD OF PAYMENT**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. INSURANCE.

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

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

B. Automobile Liability insurance with limits no less than five hundred thousand dollars ($500,000) combined single limit per accident for bodily injury and property damage.

C. Professional Liability (Errors and Omissions) insurance written on an occurrence basis with limits no less than one half million dollars ($500,000) combined single limit per occurrence.

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

E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.

F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. **COMPLIANCE WITH LAWS.**

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

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

11. **NONDISCRIMINATION.**

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. **ASSIGNMENTS/SUBCONTRACTING.**

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

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

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

13. CHANGES.

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

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

B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access

and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

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

16. **PROHIBITED INTEREST**.

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

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

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

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

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

18. **TERMINATION**.

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

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

19. **NOTICE**.

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

20. **ATTORNEYS FEES AND COSTS**.

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

21. **JURISDICTION AND VENUE**.

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

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

22. **SEVERABILITY**.

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

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

23. **ENTIRE AGREEMENT**.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed
by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties

recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

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

Attachment A
Scope of Services

1. Meet with the PCMC project team to come up with a proposed design based on the existing conceptual design.
   Phase I: Schematic and Design Development
2. Provide a minimum of two (2) proposed designs based on #1 for the project team to review. At least one (1) of the proposals must include technologies that address the following:
   - Energy efficiency: efficient thermal envelopes, efficient space and water heating, lighting, controls and monitoring, and appliances
   - Water efficiency
   - Materials and resources:
     - Durable building envelopes and long-lived materials or assemblies
     - Recycled-content materials
     - FSC-certified woods
     - Safer, less toxic materials, such as alternatives to CCA-treated wood
   - Indoor environmental quality, pollution reduction, worker and occupant safety, air cleaning, humidity control, and thermal comfort
   - Operations and maintenance: Resource-efficient building operations practices.

3. Assist the project team in presenting the selected conceptual design and construction cost estimates to City Council prior to beginning Phase II
   Phase II: 90 and 100% construction and bid documents
4. Provide estimated costs of construction for the City Park Building remodel.
5. Create approved construction and bid documents through the City's thorough design review and plan check for building code and zoning/Land Management Code compliance.
6. Provide construction management assistance: For technical issues and questions raised by the Contractor on the construction documents throughout construction, weekly/bi-weekly meetings and site inspection of the project.

Attachment B: Fee Schedule

The proposed fee for the Recreation Building Remodel Project is $45,000 which is 10% of the estimated construction budget. This fee represents the total amount due for completing work through Phase 2 regardless of changes to the cost of construction. If the scope of the project changes then an amendment to the contract can occur to adjust fees.

Phase 1	Pre-Design	25%	$11,250
	DD	20%	$9,000
Phase 2	CD	30%	$13,500
	Bid/Award	5%	$2,250
	CA	20%	$9,000

Gould Evans has several LEED certified team members. As stated in the RFP, one design needs to include resource efficient or Green design. Pending on the level of sustainability analysis, additional hourly fees may be required. This will be confirmed at the project kick-off.

Hourly Rates
If additional services are requested, our standard hourly rates are detailed as follows:

Principal	$125.00
Project manager/Team Lead	$115.00
Project Architect	$105.00
Designer	$ 95.00
Landscape Architect	$ 85.00
CADD Tech	$ 75.00
Graphic Design	$ 85.00
Admin. Support	$ 65.00

City Council
Staff Report

PARK CITY 1884

Executive Department

Author:	**Phyllis McDonough Robinson**
Subject:	**Property Exchange Agreement**
Date:	**August 17, 2006**
Type of Item:	**Administrative – Authorization to enter into a Property Exchange Agreement with the Park City Fire Service District**

Summary Recommendations:
Conduct a public hearing and authorize the City Manager to enter into a property exchange agreement with the Park City Fire Service District in a form approved by the City Attorney. The City will convey to Fire District Lot 1 of the Creekside Subdivision and the Fire District shall convey to City 1333 Park Avenue (Fire District Office) and 1353 Park Avenue (Fire District Property). In recognition of the differential value between the properties being exchanged and the relative benefit being received by the parties, City shall pay to Fire District at Closing the sum of One Million Five Hundred Thousand Dollars ($1,500,000).

Description:
Topic:

Property Exchange Agreement.

Background:
This transaction consists of three properties: Lot 1 of the Creekside Subdivision, a 1.74 acre parcel of undeveloped land located on Holiday Ranch Loop Road and owned by Park City Municipal Corporation, the Park Avenue Fire Station located at 1353 Park Avenue and the District Office located at 1333 Park Avenue owned by the Park City Fire District. The Fire District shall convey to City the Park Avenue Property and City will convey to Fire District Lot 1 of the Creekside Subdivision as depicted on the final plat. In recognition of the differential value between the properties being exchanged and the relative benefit being received by the parties, City shall pay to Fire District at Closing the sum of One Million Five Hundred Thousand Dollars ($1,500,000).

The Park City Fire Service District (Fire District) notified the City of that it needs to replace the existing station located at 1353 Park Avenue in order to provide more responsive service to the Park City community. The Fire District states that current response times and ISO ratings are jeopardized by the current distances and time required for Fire District vehicles to effectively cover the community from the Park Avenue station. The Fire District's fire protection plan for Park City identified the construction of two new fire stations. The Fire District has one new station under construction on Deer Valley Drive. The location for the second station is proposed at 2060 Holiday Ranch Loop, also known as Lot 1 of the Creekside Subdivision and owned by Park City.

It is the intent of the Fire District to transfer fire response activities from the Park Avenue station to the new stations in lower Deer Valley and Holiday Ranch Loop. It will decommission the Park Avenue facility once both new stations are operational. To facilitate this expansion of fire protection in Park City, the City filed a completed application for the subdivision of the 8.45 acre metes and bounds parcel known as the Old Sewer Treatment Site into 2 parcels for the Creekside Subdivision on November 1, 2005. The Planning Commission forwarded a positive recommendation on the proposed subdivision on April 26, 2006. The Park City Council approved the final subdivision plat for the Creekside subdivision on May 18, 2006. Lot 1 is 1.74 acres and will be transferred to the Fire District. Lot 2 is 6.71 acres and remains City-owned and currently unprogrammed.

The Fire District filed a concurrent application for Conditional Use Permit to build a fire station on Lot 1 of the Creekside Subdivision. The Planning Commission voted unanimously to approve the CUP at their meeting on April 26, 2006. The City Council at their May 4, 2006 meeting called up the approval per Section 15-1-18(I) of the LMC for a de novo review. The City Council approved the Conditional Use Permit on May 18, 2006.

Legal notices advertising the public hearing and possible action on the disposition of Lot 1 of the Creekside Subdivision (**2360 Holiday Ranch Loop Road), the Property Exchange Agreement and the Benefits Analysis were published in the Park Record on Wednesday, August 2, 2006 in accordance with Utah Code.**

Analysis:
In accordance with Utah Code Annotated (UCA) 10-8-2 *Appropriations – Acquisition and disposal of property – Corporate purpose – Procedure – Notice of intent to acquire real property* the City prepared an analysis of the benefits related to the property exchange between Park City and the Fire District. The Benefits Analysis more fully describes this transaction (Attachment A).

The total amount of resources to be appropriated by Park City to the Park City Fire District is $1,604,400. The resources include both the conveyance of real property more fully described as the 1.74 acre Lot 1 of the Creekside Subdivision and a cash payment of $1,500,000. For the purposes of this analysis, the assigned value of Lot 1 was based upon comparable valuation of $60,000 per acre for the land designated for active recreation use at the Quinn's Recreation Complex.

The Benefits Analysis determined that the City appropriation of resources is necessary and appropriate as defined by UCA 10-8-2. Specifically the City will:
1. Receive compensatory benefit for the money and land resources appropriated.
2. Enhance the safety, health of its residents through appropriation.
3. Accomplish the reasonable goals and objectives of the municipality including but not limited to the creation of affordable housing.

The analysis identified direct and intangible benefits for Park City of $2,120,793. This transaction yields a net positive financial impact. The benefits are detailed in the Benefits Analysis and summarized in the chart below

Summary of Financial and Intangible Benefits

Description	Value
Acquisition of 1333 Park Avenue at Appraised Value	$1,075,000
Temporary Office Cost Savings. (*The acquisition of the Fire District property will provide additional space needed during the Marsac remodel and offset a budgeted $250,000 expense.)*	$250,000
Tax-exempt property returned to tax roles for RDA benefit	$25,997
Property Returned to Tax Roles at conclusion of RDA (2015 – 2037): Park City Municipal Corporation	$64,991
Assigned Benefit for Maintained ISO and Enhanced Level of Fire Protection and Emergency Medical Services for Commercial Property @ .10 per square foot of commercial space.	$321,655
Assigned Benefit for Maintained ISO and Enhanced Level of Fire Protection and Emergency Medical Services for Residential Property @ $50 per residential structure.	$383,150
Total Benefits	$2,120,793
Total Resources Allocated	$1,604,400

Additional indirect benefits were also identified.

- *Identified need for affordable housing.*
- *Enhanced level of housing affordability.*
- *Economic Impact of Affordable Housing Development.*
- *Fire District initial and continued support for the Main Street and Lower Park Avenue RDA.*

In addition, should the Fire District ever cease using Lot 1 for public safety purposes and wish to sell the property, the City retains a right of first refusal to acquire the property and a credit of $529,400 should it exercise this right of first refusal. In the event that the City does not exercise its right of first refusal, the Fire District may sell Lot 1 and the City shall receive payment of the sum of $529,400 from the closing proceeds of any such sale.

Significant Impacts:
This transaction yields net positive financial and intangible benefits for the City and its residents. Should the City not proceed with the property exchange, the Fire District would be unable to proceed with the development of the new fire station. This could have a significant negative impact upon fire protection service in Park City.

ALTERNATIVES:

A. Approve the request. Authorize Staff to enter into a Property Exchange Agreement with the Park City Fire Service District in a form approved by the Legal Department. This is Staff's preferred alternative.
B. Deny the request. This could have a significant negative impact upon fire protection service in Park City.
C. Continue the request. The City Council may continue the action for more information and discussion.

RECOMMENDATION:

Conduct a public hearing and authorize the City Manager to enter into a property exchange agreement with the Park City Fire Service District in a form approved by the City Attorney. The City will convey to Fire District Lot 1 of the Creekside Subdivision and the Fire District shall convey to City 1333 Park Avenue (Fire District Office) and 1353 Park Avenue (Fire District Station). In recognition of the differential value between the properties being exchanged and the relative benefit being received by the parties, City shall pay to Fire District at Closing the sum of One Million Five Hundred Thousand Dollars ($1,500,000).

(ATTACHMENT B)
PROPERTY EXCHANGE AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED into this 17TH day of August, 2006, by and between Park City Municipal Corporation, a Utah municipal corporation ("City") and the Park City Fire Service District, a Utah special service district ("Fire District").

RECITALS

This Agreement is made and entered into with reference to the following facts:

Fire District is the owner of two separate and distinct parcels of real property located at 1333 and 1353 Park Avenue, Park City, Utah. These two parcels of property, collectively referred to herein as the "Park Avenue Property", are more specifically described on Exhibit 1 to this Agreement and by this reference made a part hereof.

The two parcels of the Park Avenue Property consist of one parcel which was conveyed by the City to the Fire District when the Fire District was first created in 1984. The second parcel, also known as the Old Firehouse Property, was subsequently acquired by the Fire District by purchase from a third party. The parcel acquired from the City is subject to a reverter clause in the vesting deed which provides that:

> "If the property is abandoned as a fire station or related public safety facility, grantor [City] shall have the right to re-enter and retake title to the property without cost."

The foregoing covenant encumbers title for a period of 50 years from and after October 22, 1984.

City also owns a parcel of property in Park City, Utah, consisting of approximately 8.45 acres on the south side of Holiday Ranch Loop Road between Holiday Ranch Loop Road and Saddle View Way. This parcel is commonly referred to as the "Old Sewer Plant Property" and is more particularly described on Ex. 2 attached hereto and by this reference made a part hereof.

Fire District desires to move its fire house facility from the current location on the Park Avenue Property and relocate it to the Old Sewer Plant Property. Such a move will be extremely beneficial to both Fire District and City because it will enable the Fire District to better respond to emergency calls and will distribute the available fire protection equipment within the geographic service area of the Fire District, thus improving response times, public safety and overall service.

The Old Sewer Plant Property is a challenging site which contains wetlands, numerous surface ditch and creek easements, City wells and well protection zones, and a public trail. Because the Fire District does not need the entirety of the Old Sewer Plant Property, and in order to effectively deal with the difficult and challenging aspects of the site, it is necessary to create a subdivision out of the Old Sewer Plant Property and divide it into two parcels: one parcel (Lot 1) to be used for the construction of a new fire station for the Fire District and a second parcel (Lot 2) to be retained by the City. In addition, given the current zoning of the Old Sewer Plant Property, it is necessary to obtain a conditional use permit ("CUP") in order for the Fire District to construct a fire station on Lot 1 and to utilize the parcel for that purpose. The City desires to obtain the Park Avenue Property for use as affordable housing. The Park

Avenue Property is ideally located and suited for that purpose and significant public support exists for said use which will be in the best interests of the City and its inhabitants.

A proposed subdivision plat for the Old Sewer Plant Property was filed jointly by the City and the Fire District seeking approval by the Park City Council of the subdivision plat (the "Creekside Subdivision") and a conditional use application was filed as well, seeking approval for use of Lot 1 of the Creekside Subdivision as a fire station. Both of these applications were duly approved by the Park City Council at a public meeting on May 18, 2006.

The appraised value of the old fire house parcel, a portion of the Park Avenue Property, is $1,075,000. The value of the remaining Park Avenue Parcel, as well as Lot 1 of the Creekside Subdivision, is uncertain due to the reversionary and option language in the deeds. However, relinquishment of the right to use the Park Avenue Property as a fire station has significant value to the City, in at least the amount of $529,400 dollars since finding other or replacement property at this time for the anticipated use for affordable housing will be significantly more expensive. Likewise, the improved service which will result from the new fire station in its new location, construction of the Creekside Subdivision access road and utilities, will provide significant benefit to the inhabitants of City and will promote the health, safety and general welfare of said inhabitants and has significant monetary as well as social benefit.

Both City and Fire District desire to enter into this Agreement, and the governing bodies of each have found that to do so will be in the best interests of the constituents of the respective parties.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter to be paid, kept and performed, the parties agree as follows:

9. **Property Exchange**. At the Closing as defined hereinafter, the parties will exchange special warranty deeds. Fire District shall convey to City the Park Avenue Property and City will convey to Fire District Lot 1 of the Creekside Subdivision as depicted on the final plat thereof. The special warranty deed from City to Fire District shall contain language providing City with an option to purchase Lot 1, exercisable in the event of a decision on the part of Fire District to sell Lot 1 or ceasing to use Lot 1 for non-public safety purposes, for the then current fair market value of Lot 1 as determined by an appraisal prepared by an appraiser mutually acceptable to both the Fire District and City less a credit for the sum of $529,400 reflecting the value agreed to by the parties for eliminating the reversionary language contained in the earlier deeds. In the event that the City waives or affirmatively determines not to exercise the option to purchase Lot 1 as set forth above, then and in that event Fire District may sell Lot 1 to another purchaser for the then fair market value, and the City shall receive payment of the sum of $529,400 from the closing proceeds of any such sale. Otherwise, the conveyances will be free and clear of encumbrances, except those expressly approved by the grantee prior to Closing.

10. **Additional Compensation**. In recognition of the differential value between the properties being exchanged and the relative benefit being received by the parties, City shall pay to Fire District at Closing the sum of One Million Five Hundred Thousand Dollars ($1,500,000).

11. **Subdivision and CUP Approval**. City and Fire District have jointly pursued subdivision of the Old Sewer Plant Property as well as a conditional use permit for use of Lot 1 of said property as a fire station. City and Fire District agree that the fees for preparation of the plat and site design required to determine lot size, configuration and building pad location and utility design in order to process the application will be shared equally, with each party responsible for 50% of the costs. In addition, each has agreed to cooperate and assist in the process as a co-applicant or otherwise, including any appeals, and will continue to do so as necessary. City agrees to waive all City related impact and processing fees, except water impact fees, in connection with the foregoing process as well as construction of the new fire station. City and Fire District also agree to pay, in the same proportions noted above, any and all costs associated with wetlands consulting and application permits. City will be responsible for ongoing wetlands mitigation, enhancement and monitoring as required by the U.S. Army Corps of Engineers permit. Should extraordinary wetlands mitigation measures be required beyond those which have been discussed and are presently anticipated, City and Fire District agree to negotiate the ongoing financial and performance responsibilities as outlined above.

12. **Financial Guarantee**. Fire District shall provide a Financial Guarantee for Public Improvements and Limits of Disturbance consistent with City Ordinances in a form acceptable to the City Attorney and for the benefit of City in connection with the construction of the new fire station on Lot 1 of the Creekside Subdivision.

13. **Utilities and Access**. City agrees to pay a portion of the incremental cost of extending the sewer, water and any other infrastructure necessary to service the new fire station located on Lot 1 of the Old Sewer Plant Property, in accordance with the allocation formula proposed by Evergreen Engineering, currently estimated to be $22,000. In addition, City will file a line extension agreement with the Snyderville Basin Reclamation District for the road and utilities servicing the Old Sewer Plant Property. Application costs will be shared equally (50% each) by City and Fire District. Fire District agrees to build and maintain the access road depicted on the Creekside Subdivision plat, at its cost, recognizing that although the road is located on Lot 2, it provides ingress and egress for Lot 1. City agrees to file, or allow Fire District to file as required, an application for exception to the State Drinking Water Source Protection regulations in order to allow a sewer lateral in the Zone 2 protection area. The cost of any state mandated ongoing monitoring and reporting will be shared by City and Fire District in the proportion noted above.

14. **No Limitation on Police Power**. Nothing contained in this Agreement shall be construed as a limitation of the City's police power to approve or deny any of the applications referenced in this Agreement. In the event the approvals granted on May 18, 2006, are overturned on appeal, the sole remedy of Fire District and City shall

be termination of this Agreement. Specific performance shall not be a remedy for either party hereto.

15. **Conditions to Closing**. The exchange of deeds and consummation of the transactions contemplated by this Agreement are subject to satisfaction of the following conditions prior to Closing.

16. **Subdivision Approval**. The approval by the Park City Council of the final Creekside Subdivision plat, including appeals, if any, must be concluded, and;

17. **CUP Approval**. The approval by the Park City Council of the CUP application filed on Lot 1 of the Creekside Subdivision, including appeals, if any, must be concluded.

In the event any one or more of the contingencies hereinabove set forth is not satisfied, either of the parties shall have the right to withdraw from this transaction and be released of all liability hereunder, in which event all rights and obligations of the parties hereto shall cease and terminate.

18. **Assignment**. This Agreement is not assignable.

19. **Closing**. The conveyance of the exchange properties shall be closed ("Closing") at the City offices on a date to be specified, which date shall be within five (5) days after satisfaction of the conditions set out in Section 7 above, subject to any written extensions executed by both parties, but in no event later than 20 days from the date hereof. City shall pay the additional compensation in cash by bank wire transfer to Fire District's bank account.

20. **Closing Documents**.

Deeds. The parties shall each deliver a Special Warranty Deed as applicable, executed and acknowledged by their respective authorized agents, conveying good and marketable fee simple title to respective parcels subject only to the option clause noted in ¶1, above.

21. **Closing Costs.** Closing costs and any prorations shall be allocated and paid equally (50% each) by the parties.

22. **Miscellaneous Provisions.**

- **Real Estate Commission.** Each party agrees to indemnify, defend and hold the other party harmless from and against any commissions, fees or other compensation which is claimed by any other third party with whom the indemnifying party has allegedly dealt.
- **Captions**. The headings and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement nor of any provision herein contained.
- **Time of Essence**. Time is of the essence of this Agreement.
- **Notices**. Any notice or designation to be given hereunder shall be given by placing the notice or designation in the United States mail, certified or registered, properly stamped and addressed to the address shown below or such other address as the respective party may direct in writing to the other, or by personal delivery to such address by a party, or by a delivery service which

documents delivery, and such notice or designation shall be deemed to be received upon such placing in the mails or upon such delivery:

To City: Park City Municipal Corporation
445 Marsac Avenue
P. O. Box 1480
Park City, Utah 84060-1480
Attn: City Attorney

To Fire District: Park City Fire Service District
P. O. Box 980010
Park City, Utah 84098
Attn: Kelly Gee, Fire Chief

- **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and may not be amended orally.

- **Governing Law.** This Agreement will be governed by the laws of the State of Utah without reference to its choice of law provisions.

- **Attorney Fees.** If a lawsuit is instituted by either of the parties with respect to this Agreement, the prevailing party will be entitled to recover from the other its reasonable attorney fees and all costs of litigation.

- **No Merger.** The provisions of paragraphs 4, 5 and 15 shall survive the Closing hereof and shall not merge into the vesting deeds.

- **Exhibits.** All exhibits hereto are expressly made a part hereof by this reference.

- **Further Assurances.** In the event that additional documentation, consents or other action is required to carry into effect the intent of this Agreement, the parties agree that they will cooperate and provide any such further documentation or assurances as may reasonably be required.

DATED AND ENTERED INTO as of the day and year first above written.

EXHIBIT 1

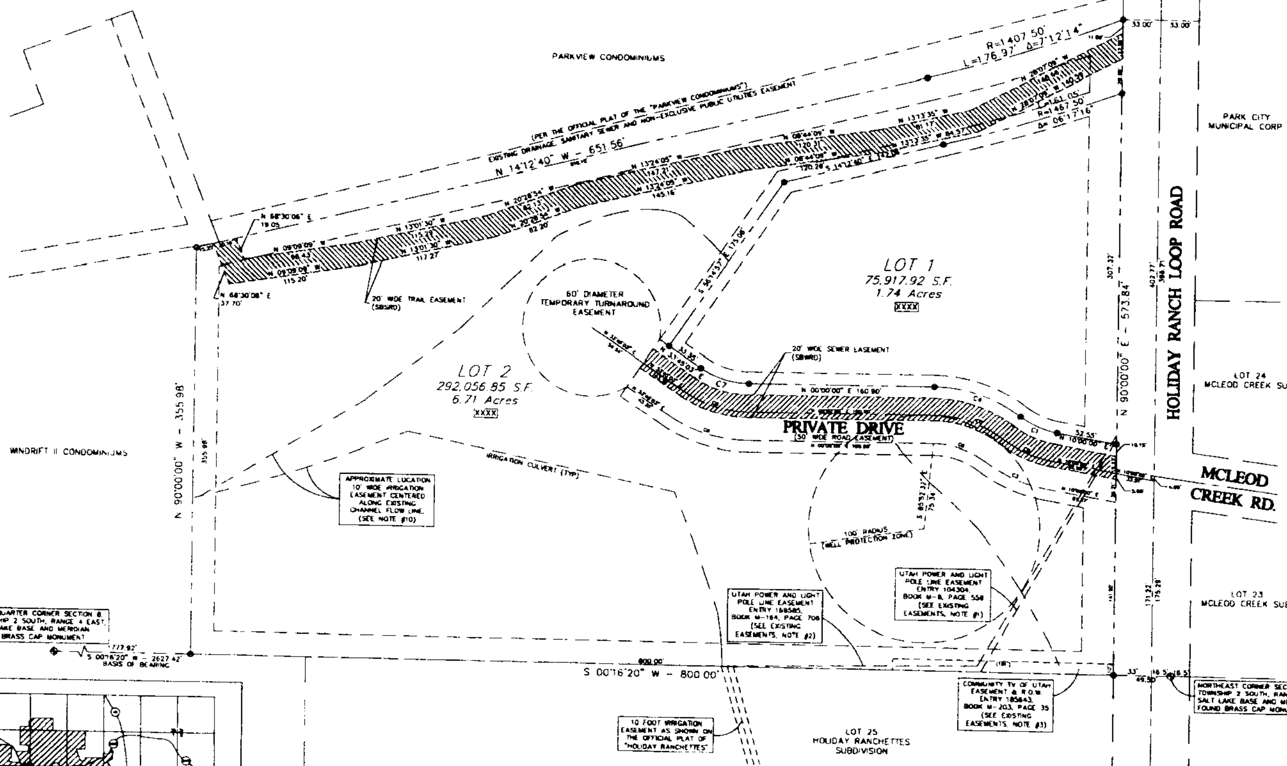
"BEG AT PT WH IS S 54*01' W 329 FT & S35*59' E 325 FT FR NE COR BLK 24 SNYDERS ADD PARK CITY; RUN TH S 35*59' E 39.8 FT; TH S 54*01' W ALG A FENCE LN 150 FT; TH N 35*59' W 49.8 FT TO A WOOD FENCE; TH N 54*01' E ALG SD WOOD FENCE 150FT; TH S 35*59' E 10 FT TO THE PT OF BEG CONT 7,470 SQ FT ALSO BEG AT A PT WH IS 54*01' E 350 FT & S 35*59' E 222 FT FR TH NW COR OF BLK 24 SNYDERS ADDITION SD PT ALSO BEING ON THE W'LY R/W LN O FPARK AVE; FUN TH S 35*59' E ALG SD W/W LN 92.99 FT; TH S 54*01' W 150 FT; TH N 35*59' W 91.55 FT; TH N 53*28' E 150.1 FT TO THE PT OF BEG CONT 13.841 SQ FT M/L CONT 0.32 AC TOTAL 0.49 AC (SEE DECREE 293-67) 311-547 318-621-A

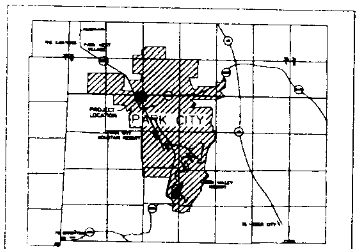
PRELIMINARY PLAT

OLD WATER TREATMENT PLANT SUBDIVISION

– A 2 LOT SUBDIVISION –

A PARCEL OF LAND LOCATED WITHIN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH





VICINITY MAP
NOT TO SCALE

GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

LEGAL DESCRIPTION

BEGINNING AT A POINT 49.50 FEET SOUTH 00°16'20" WEST ALONG THE EAST SECTION LINE OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE CONTINUING ALONG SAID SECTION LINE SOUTH 00°16'20" WEST A DISTANCE OF 800.00 FEET; THENCE LEAVING SAID SECTION LINE, NORTH 90°00'00" WEST A DISTANCE OF 355.98 FEET; THENCE NORTH 14°12'40" WEST A DISTANCE OF 651.56 FEET TO THE POINT OF A 1407.50 FOOT RADIUS CURVE TO THE LEFT, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 176.97 FEET THROUGH A CENTRAL ANGLE OF 7°12'14" TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF EXISTING HOLIDAY RANCH LOOP ROAD; THENCE NORTH 90°00'00" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 573.84 FEET TO THE POINT OF BEGINNING.

CONTAINS: 367,974.77 SQUARE FEET OR 8.45 ACRES.

EXISTING EASEMENTS

1. POLE LINE EASEMENT GRANTED TO UTAH POWER & LIGHT COMPANY, A CORPORATION, FOR THE ERECTION AND CONTINUED MAINTENANCE OF THE ELECTRIC TRANSMISSION AND TELEPHONE CIRCUITS OF THE GRANTEE ALONG A LINE AS FOLLOWS:
BEGINNING AT THE SOUTH BOUNDARY LINE OF GRANTORS' LAND AT A POINT 850 FEET SOUTH, MORE OR LESS, FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN THENCE NORTH 0°16' EAST 685 FEET, MORE OR LESS. THENCE NORTH 60°51' WEST 283 FEET, MORE OR LESS TO THE NORTH BOUNDARY FENCE OF SAID LAND AND BEING IN THE NORTHEAST 1/4 OF SAID SECTION 8.
SAID EASEMENT DATED DECEMBER 3, 1965, AND RECORDED NOVEMBER 21, 1966 AS ENTRY NO 104304 IN BOOK M-8 AT PAGE 558, RECORDS OF SUMMIT COUNTY, UTAH.

2. EASEMENT GRANTED TO UTAH POWER AND LIGHT COMPANY, A CORPORATION, FOR THE ERECTION AND CONTINUED MAINTENANCE OF THE ELECTRIC TRANSMISSION AND DISTRIBUTION CIRCUITS OF THE GRANTEE ALONG THE FOLLOWING DESCRIBED CENTERLINE:
BEGINNING AT THE SOUTH BOUNDARY LINE OF THE GRANTOR'S LAND AT A POINT 850 FEET SOUTH, MORE OR LESS, FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 0°16' EAST 440 FEET, MORE OR LESS, THENCE NORTH 0°57' WEST 242 FEET, MORE OR LESS, THENCE NORTH 80°03' WEST, 283 FEET, MORE OR LESS, TO THE NORTH BOUNDARY FENCE OF SAID LAND AND BEING IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 8.
SAID EASEMENT DATED MARCH 17, 1980, AND RECORDED AUGUST 20, 1980 AS ENTRY NO 169585 IN BOOK M-164 AT PAGE 708, RECORDS OF SUMMIT COUNTY, UTAH.

3. EASEMENT AND RIGHT OF WAY GRANTED TO COMMUNITY TV OF UTAH, INC., FOR THE PURPOSE OF PERMITTING GRANTEE TO INSTALL AND MAINTAIN A COAXIAL CABLE ON, ABOVE AND OVER THE FOLLOWING DESCRIBED PROPERTY:
BEGINNING AT A POINT WHICH BEARS SOUTH 0°16'20" WEST 49.5 FEET FROM THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN SAID POINT OF BEGINNING BEING AN INTERSECTION OF THE EASTERLY SECTION LINE OF SAID SECTION 8, & THE SOUTHERLY RIGHT OF WAY LINE OF HOLIDAY RANCH LOOP ROAD (66 FEET WIDE), AND RUNNING THENCE SOUTH 00°16'20" WEST, ALONG SAID SECTION LINE 191.00 FEET; THENCE WEST 10.00 FEET; THENCE NORTH 00°16'20" EAST 191.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID HOLIDAY RANCH LOOP ROAD (66 FEET WIDE), THENCE EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 10.00 FEET TO THE POINT OF BEGINNING.
SAID EASEMENT DATED SEPTEMBER 17, 1981 AND RECORDED NOVEMBER 13, 1981 AS ENTRY NO 185643 IN BOOK M-203 AT PAGE 35, RECORDS OF SUMMIT COUNTY UTAH.

SURVEYORS CERTIFICATE

I, GREGORY R. WOLBACH, OF PARK CITY, UTAH, CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO 187788, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT I HAVE PERFORMED A SURVEY OF THE LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON.
I FURTHER CERTIFY THAT THIS RECORD OF SURVEY PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REGULATIONS OF THE LAW.

STATE OF UTAH
GREGORY R. WOLBACH
NO 187788
PROFESSIONAL LAND SURVEYOR

GREGORY R. WOLBACH ____________ DATE ____________

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, PARK CITY MUNICIPAL CORPORATION, THE OWNER OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY CAUSES THE SAME TO BE SUBDIVIDED INTO LOTS AND PUBLIC STREETS, AS SET FORTH ON THE PLAT HEREON, HEREAFTER TO BE KNOWN AS THE "OLD WATER TREATMENT PLANT SUBDIVISION", DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL CITY STREETS AND TRAIL EASEMENTS. THE OWNER HEREBY DEDICATES TO PARK CITY MUNICIPAL CORPORATION, SNYDERVILLE BASIN WATER RECLAMATION DISTRICT, PARK CITY FIRE SERVICE DISTRICT, AND SUMMIT COUNTY, A NON-EXCLUSIVE EASEMENT OVER THE ROAD RIGHT OF WAY, PARKING LOTS, DRIVEWAYS AND UTILITY EASEMENTS SHOWN ON THIS PLAT FOR THE PURPOSE OF PROVIDING ACCESS FOR UTILITY INSTALLATION, MAINTENANCE, USE AND EVENTUAL REPLACEMENT AND TO PROVIDE EMERGENCY SERVICES TO SAID SUBDIVISION AND ADJOINING PROPERTIES. WE DO HEREBY CERTIFY THAT WE HAVE CAUSED THIS SURVEY TO BE MADE AND THIS RECORD OF SURVEY PLAT TO BE PREPARED. WE DO HEREBY CONSENT TO THE RECORDATION OF THIS SURVEY PLAT.

PARK CITY MUNICIPAL CORPORATION, BY: NAME, TITLE

ACKNOWLEDGMENT

STATE OF UTAH)
) ss
COUNTY OF SUMMIT)
ON THIS ________ DAY OF ____________, 2006, BEFORE ME, THE UNDERSIGNED NOTARY, PERSONALLY APPEARED ____________, PERSONALLY KNOWN TO ME/PROVED TO ME THROUGH IDENTIFICATION DOCUMENTS ALLOWED BY LAW, TO BE THE PERSON(S) WHOSE NAME(S) IS SIGNED ON THE PRECEDING OR ATTACHED DOCUMENT, AND ACKNOWLEDGED THAT HE/SHE SIGNED IT VOLUNTARILY FOR ITS STATED PURPOSE AS ____________ (TITLE) FOR PARK CITY MUNICIPAL CORPORATION, A UTAH MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF UTAH.

NOTARY PUBLIC

NOTES

1. BASIS OF BEARING: FOUND AND ACCEPTED SURVEY MONUMENTS AS SHOWN HEREON.
2. PROPERTY CORNERS: FOUND OR SET AS SHOWN HEREON.
3. LOCATED WITHIN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH.
4. A 20 FOOT WIDE NON-EXCLUSIVE UTILITY AND DRAINAGE EASEMENT IS HEREBY DEDICATED WITHIN THIS SUBDIVISION ALONG THE EXTERIOR BOUNDARY.
5. A 10 FOOT WIDE NON-EXCLUSIVE UTILITY AND DRAINAGE EASEMENT IS HEREBY DEDICATED WITHIN THIS SUBDIVISION ALONG ALL LOT LINES.
6. EXISTING PUBLIC UTILITY AND DRAINAGE EASEMENTS ARE SHOWN HEREON.
7. TITLE REPORT PREPARED BY PARK CITY TITLE COMPANY ON JULY 7, 2005, FILE NUMBER 18696 REFERENCES A POLE LINE EASEMENT GRANTED TO UTAH POWER AND LIGHT COMPANY, DATED SEPTEMBER 4, 1947 AS RECORDED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER ON JANUARY 15, 1948 AS ENTRY NUMBER 77038 IN BOOK Z AT PAGE 98. THIS EASEMENT IS NOT RELATED TO THE PROPERTY DESCRIBED HEREON.
8. THE SNYDERVILLE BASIN WATER RECLAMATION DISTRICT (S.B.W.R.D.) ACCEPTS NO RESPONSIBILITY FOR THE PRIVATE SANITARY SEWER LATERALS SERVING THIS PROJECT.
9. THE PRIVATE SANITARY SEWER LATERALS SERVING THIS PROJECT ARE OWNED AND SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNER.
10. THE OWNERS HEREBY DEDICATE A 10 FOOT WIDE IRRIGATION EASEMENT, 5 FOOT EITHER SIDE OF THE EXISTING IRRIGATION DITCH AND FACILITIES. APPROXIMATE CHANNEL FLOW LINE IS SHOWN HEREON.

LEGEND

● SET/TO BE SET 5/8" REBAR & PLASTIC CAP MARKED "EVERGREEN ENG" "LS 187788"

○ FOUND 5/8" REBAR ONLY, NO CAP

[000] STREET ADDRESS HOLIDAY RANCH LOOP ROAD

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	34.99'	75.00'	26°43'37"
C2	46.65'	100.00'	26°43'37"
C3	58.31'	125.00'	26°43'37"
C4	80.13'	125.00'	36°43'37"
C5	64.10'	100.00'	36°43'37"
C6	48.08'	75.00'	36°43'37"
C7	44.18'	75.00'	33°45'03"
C8	58.91'	100.00'	33°45'03"
C9	73.63'	125.00'	33°45'03"

SHEET 1 OF 1

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS ________ DAY OF ________ A.D. 200__

CHAIRMAN

CITY ENGINEER

THIS PLAT IS IN CONFORMANCE WITH INFORMATION ON FILE IN THE OFFICE OF THE PARK CITY ENGINEERING DEPARTMENT ON THIS ________ DAY OF ________ A.D. 200__.

CITY ENGINEER

CITY COUNCIL APPROVAL

PRESENTED TO THE BOARD OF ________ CITY COUNCIL THIS ________ DAY OF ________ A.D. 200__ AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED.

MAYOR

CITY RECORDER

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS ________ DAY OF ________ A.D. 200__

CITY ATTORNEY

RECORDED

Nº ________
STATE OF ________
COUNTY OF ________
RECORDED AND FILED AT THE REQUEST OF: ________

COUNTY RECORDER

SNYDERVILLE BASIN W.R.D.

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ________ DAY OF ________ AD 200__

BY: ________
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

Evergreen Engineering, Inc.
Civil Engineering * Land Surveying * Land Planning
50 Shadow Ridge Drive * Level B1 * Suite 200
P.O. Box 2861 * Park City * Utah * 84060
Phone: 435-649-4667 * Fax: 435-649-9219
Email: office@evergreen-eng.com

PARK CITY
1884

Benefits Analysis
Purchase and Conveyance of Real Property between Park City Municipal Corporation and Park City Fire Service District

August 1, 2006

Background
This analysis evaluates the benefits related to the purchase and conveyance of real property between Park City Municipal Corporation ("City") and the Park City Fire Service District ("Fire District") in accordance with UCA 10-8-2 **Appropriations – Acquisition and disposal of property – Corporate purpose – Procedure – Notice of intent to acquire real property**. The details of this exchange are outlined in a Property Exchange Agreement made between the City and the Fire District. This analysis specifically addresses the provision of 10-8-2(3)(e) which is as follows:

10-8-2(3)
(e) A study shall be performed before notice of the public hearing is given and shall be made available at the municipality for review by interested parties at least 14 days immediately prior to the public hearing, setting forth an analysis and demonstrating the purpose of the appropriation. In making the study, the following factors shall be considered:
(i) what identified benefit the municipality will receive in return for any money or resources appropriated;
(ii) the municipality's purpose for the appropriation, including an analysis of the way the appropriation will be used to enhance the safety, health, prosperity, moral well-being, peace, order, comfort or convenience of the inhabitants of the municipality; and
(iii) whether the appropriation is necessary and appropriate to accomplish the reasonable goals and objectives of the municipality in the areas of economic development, job creation, affordable housing, blight elimination, job preservation, the preservation of historic structures and property, and any other public purpose.

Section 1: Description of the Real Property Transaction
This transaction consists of three properties: 1.74 acres of undeveloped land located on Holiday Ranch Loop Road owned by Park City Municipal Corporation and the Park Avenue Fire Station located at 1353 Park Avenue and the Park City Fire District Office located at 1333 Park Avenue owned by the Park City Fire service District.

This transaction consists of three properties: Lot 1 of the Creekside Subdivision, a 1.74 acre parcel of undeveloped land located on Holiday Ranch Loop Road and owned by Park City Municipal Corporation, the Park Avenue Fire Station located at 1353 Park Avenue and the District Office located at 1333 Park Avenue owned by the Park City Fire District. The Fire District shall convey to City the Park Avenue Property and City will convey to Fire District Lot 1 of the Creekside Subdivision as depicted on the final plat. In recognition of the differential value between the properties being exchanged and the relative benefit being received by the parties, City shall pay to Fire District at Closing the sum of One Million Five Hundred Thousand Dollars ($1,500,000).The properties and the transaction are more fully described below.

<u>1.74 Acres on Holiday Ranch Loop owned by Park</u>
The Park City Fire Service District (Fire District) has an immediate need to replace the existing station located at 1353 Park Avenue in order to provide more responsive service to the Park City community. The Fire District states that current response times and ISO ratings are jeopardized by the current distances and time required for Fire District vehicles to effectively cover the community from the Park Avenue station. The fire protection plan for Park City calls for the

construction of two new fire stations. The Fire District is beginning the construction of a new fire station on Deer Valley Drive. The preferred location for the second station is near Hwy 224 near the entrance to Park City in order to more fully serve the northern sections of Park Meadows and Thaynes Canyons.

Park City Municipal Corporation (City) owns a 1.74 acre parcel of land at the intersection of Hwy. 224 and Holiday Ranch Loop Road. The property is more specifically known as Lot 1 of the Creekside Subdivision. The City intends to transfer this parcel to the Fire District for the construction of a new fire station.

The land is zoned Recreation Open Space and a fire station is permitted use with a Conditional Use Permit. The Park City Planning Commission approved a The Planning Commission forwarded a positive recommendation on the proposed subdivision on April 26, 2006. The Park City Council approved the final subdivision plat for the Creekside subdivision on May 18, 2006. The Fire District filed a concurrent application for Conditional Use Permit to build a fire station on Lot 1 of the Creekside Subdivision. The Planning Commission voted unanimously to approve the CUP at their meeting on April 26, 2006. The City Council at their May 4, 2006 meeting called up the approval per Section 15-1-18(I) of the LMC for a de novo review. The City Council approved the Conditional Use Permit on May 18, 2006.

The City has assigned value for the land is $60,000 per acre. This is comparable and consistent with the valuation assigned to the land for active recreation use at the Quinn's Recreation Complex.

1333 Park Avenue and 1353 Park Avenue by Park City Municipal Corporation from Park City Fire Service District.

It is the intent of the Fire District to transfer fire response activities from the Park Avenue station to the new stations in lower Deer Valley and Holiday Ranch Loop. In order to fund the costs of the new stations, the Fire District needs to sell the Park Avenue Station located at 1353 Park Avenue (the "Station") and the adjacent Fire District Office located at 1333 Park Avenue ("the Office"). To facilitate the improvement of fire response services, Park City Municipal Corporation also intends to acquire these existing facilities for $1,500,000 cash. The total appraised value for both properties is $2,355,000. The Fire Station property was appraised in 2003 for $1,280,000. The Office property was appraised in 2006 for $1,075,000.

Upon the Fire District's closing of the Park Avenue Fire Station, Park City intends to use the buildings initially as temporary office space for its employees for approximately 12 months. City Hall is scheduled for a seismic upgrade and renovation beginning in Fall 2007. The long term use of the property will be for affordable housing.

SECTION 2: BENEFITS ANALYSIS

The Park City Fire District was formed in 1976. The City conveyed the Park Avenue Station to the Fire District in 1984. The City granted the Station to the Fire District through a Special Warranty Deed for the express purpose of it being used as a fire station. The Deed included a reverter clause that "if the property is abandoned as a fire station or related public safety facility, the City has the right to re-enter and re-take title to the property without cost." The District's

Office, located next door at 1333 Park Avenue is not subject to the terms of the Special Warranty Deed.

The purpose of this benefits analysis is to determine whether sufficient benefits accrue to the City through this transaction.

Value of Reverter Clause

Park City Municipal Corporation intends to acquire the Park Avenue properties from the Fire District for $1,500,000 cash and the conveyance of the 1.74 acres of undeveloped land located on Holiday Ranch Loop Road and more specifically known as Lot 1, Creekside Subdivision. The Reverter Clause does not terminate until 2034. The City has determined the value of the Reverter Clause as $529,400 based upon the following:

(1) an assigned value of $104,400 for Lot 1 of the Creekside Subdivision
(2) the total cash payment of $1,500,000 less the current appraised value of $1,075,000 for 1333 Park Avenue (District Office)

Lot 1, Creekside Subdivision

As discussed in Section One, the estimated value of Lot 1 of the Creekside Subdivision based upon its zoning as Recreation Open Space is $104,400. This is comparable and consistent with the 2005 valuation of the most recent acquisition of land at Quinn's Junction for the Quinn's Recreation Complex.

1353 and 1333 Park Avenue

The Fire District has determined that it can more effectively and efficiently serve the citizens of Park City by the closure of the Park Avenue station and the development of two new stations.

While the presence of the Reverter Clause effectively removes all economic value from the Fire Station property (1353 Park Avenue) the City recognizes that there are significant benefits that accrue to the City and its residents by the expansion of fire protection services. Should it exercise the Reverter Clause, the City could jeopardize the ability of the Fire District to complete its planned expansion. Failing to complete the planned expansion could have significant negative impacts upon the fire protection services to the City's residents and businesses. In exchange for this enhanced level of service, as well as other benefits detailed below, the City will not exercise the Reverter Clause.

The Fire District Office at 1333 Park Avenue is not encumbered by the Special Warranty Deed and will be acquired at current appraised value.

Total Resources Appropriated by Park City Municipal Corporation

The City is appropriating a total of $1,604,400 in cash and land:

- $1,500,00 for the Fire District properties
- $ 104,400 assigned value for Lot 1, Creekside Subdivision.

Transaction Benefits

- ***Temporary Office Cost Savings.*** The initial plans for the City Hall seismic upgraded indicated a shortfall approximately 1,500 square feet of office space for employees. The acquisition of the Fire District property will provide the additional space needed during the remodel. This represents a cost savings range of $250,000 that is currently budgeted for temporary office space for city employees.

- ***Property Returned to Tax Roles:*** The property owned by the Park City Fire Service District is exempt from property taxes. The development of 22 condominiums with an average restricted value of $180,000 will provide an additional $25,997 in revenue to the Lower Park Avenue RDA for the next 8 years. Other taxing entities will also receive revenue based upon the value of the project at the expiration of the RDA. Following the expiration of the RDA, Park City Municipal Corporation will receive $3,250 annually in property tax assuming no increase in the current property tax rate. This amounts to $65,000 in new revenue that otherwise would not be collected if the Fire Station remained through the term of the Reverter Clause. Upon expiration of the RDA, other taxing entities including the Fire District, begin receiving tax payments based upon the then assessed property values. This represents a significant increase over the base valuation at the creation of the RDA in the mid-1980s. This additional revenue can translate into enhanced fire, education and sewer services for the residents of Park City.

- ***Identified Need for Affordable Housing:*** There is an identified need for affordable housing in Park City. In December 2005 the City completed an analysis of existing and projected need through 2010. The analysis identified a 2010 projected workforce housing demand in Park City of 323 additional units. In addition, there is pent-up demand for affordable 194 unit of affordable homeownership among renter households earning $35,000 - $50,000. An equal demand exists for among renter households with incomes of $50,000 - $75,000. The proposed affordable housing development at 1333 and 1353 Park Avenue will provide additional affordable home ownership opportunities targeted to these income groups.

- ***Enhanced Level of Affordability***
  An analysis of all non-luxury condominium sales in Park City and the Snyderville Basin for the first half of 2006, revealed an average sale price of $341,000 for units 1,500 square feet or less. A household would need an income of at least $90,755 with a 10% down payment to afford the average priced condominium in the area. This income is equivalent to 112% of Area Median Income. Through a combination of funding sources, the City anticipates that it will be able to secure the land cost and create housing affordable to households earning below 80% of Area Median Income.

  The structure of the property exchange promotes this enhanced level of affordability. The availability of five contiguous lots with infrastructure, proper zoning, level building pads and access to transit and recreation is rare and would be cost prohibitive outside this property exchange.

  Comment [pmr1]: Confirm

- ***ISO Rating Maintained.*** ISO is an independent organization that serves insurance companies, fire departments and insurance regulators. Through its Public Protection

Comment [pmr2]: Rework b/c not improved. But, add the value assigned to this benefit and rationale.

Classification (PPC) program, ISO evaluates municipal fire-protection efforts in communities throughout the United States. The ISO rating is on a scale of 1 to 10. Of almost 46,000 fire districts evaluated in 2004, one third are rated 9 or 10. Less than one percent of fire districts have achieved a PPC of 1. Most of these Districts are large municipal districts that have been grandfathered in to the new rating systems.

Park City's ISO rating is a 4. In order to achieve this status the Fire District needed to purchase additional fire apparatus, hire additional personnel, improve their training programs, enhanced the Summit County Dispatch Center and work with the water companies to ensure they are maintaining accurate records and annual testing. The implementation of the Fire District's strategic plan including that includes the closing of Park Avenue and the creation of new stations in Lower Deer Valley and Park Meadows is the key to maintaining this significant rating. At its last visit to Park City, ISO identified these two locations as areas needing additional fire protection because due to population growth in these areas. ISO statistics show that, on average, per $1,000 of insured property, communities with the worst rating have losses two or three times as high as communities with the best PPC ratings. Communities with a lower ISO rating, such as Park City's benefit from lower insurance premiums for homeowners and commercial property owners.

- ***Economic Impact of Affordable Housing Development.*** Across all industries in 2005, the National Association of Home Builders estimated than building an average housing multi-family housing unit generates 1.29 jobs. Construction of 22 housing units will create 28.38 jobs. In addition, at the federal, state and local levels combined in 2005, NAHB estimates that home building generates $30,807 in tax and other government revenue for an average multi-family unit.

- ***Fire District Support for the Main Street and Lower Park Avenue RDAs***: The Fire District supported the creation of both the Main Street and Lower Park Avenue RDAs. The creation of these RDAs resulted in foregone tax receipts to the Fire District. Over the last ten years (1995 – 2005) this amounted to $2,616,120 in foregone revenue to the Fire District.

SECTION 3: MUNCIPALITY PURPOSE

This property transaction is consistent with Park City's corporate purpose. Fire service is an essential public service. Through this transaction the City is expanding the fire coverage and improving response times throughout the City. This enhances the safety and health of the community. A recent study by the ISO, identifies that "new construction, increasing population and expanding economic activity place demands on a wide variety of municipal services – including fire protection. In many places, the need to enlarge and improve the fire serve comes just at the time when other priorities are competing for the same budget dollars. Park City continues to experience unprecedented building levels. Its year round population increased nearly 80 percent between 1990 and 2005.

Virtually all U.S. insurers of homes and business use ISO's Public Protection Classification in calculating premiums. In general, the price of fire insurance in a community with a good PPC is substantially lower than in a community with a poor PPC. The dollar value of a better PPC varies by state, but on average, premiums for fire insurance drop substantially when a community improves its PPC rating.

SECTION IV: CONSISTENCY WITH MUNICIPALITY GOALS AND OBJECTIVES

Fire service is an essential public service. Enhancing and improving the City's Fire Protection is consistent the City's corporate purpose to enhance the safety and health of its residents.

Affordable Housing is **Top Priority** City Council Goal. The land that will be acquired by Park City as part of this transaction provides suitably located and zoned parcels for affordable housing. In December 2005 Park City completed a five year affordable housing analysis. That study identified a need for 321 units of affordable housing by 2010 to keep pace with projected job growth.

SECTION V: CONCLUSIONS

The total amount of resources appropriated by Park City to the Park City Fire District is $1,604,500. This analysis identified direct financial benefits realized by Park City Municipal Corporation of $2,735,156. This transaction yields a net positive financial impact.

Summary of Direct Financial and Intangible Benefits

Description	Value
Acquisition of 1333 Park Avenue at Appraised Value	$1,075,000
Temporary Office Cost Savings	$250,000
Tax-exempt property returned to tax roles for RDA benefit	$25,997
Property Returned to Tax Roles at conclusion of RDA (2015 – 2037): Park City Municipal Corporation	$64,991
Assigned Benefit for Maintained ISO and Enhanced Level of Fire Protection and Emergency Medical Services for Commercial Property @ .10 per square foot of commercial space.	$321,655
Assigned Benefit for Maintained ISO and Enhanced Level of Fire Protection and Emergency Medical Services for Residential Property @ $50 per residential structure.	$383,150
Total Benefits	$2,120,793
Total Resources Allocated	$1,604,000

In addition, this analysis presented four other indirect impacts that provide additional benefits to Park City and its residents.

- ***Identified Need for Affordable Housing***
- ***Enhanced Level of Housing Affordability***
- ***Economic Impact of Affordable Housing Development.***
- ***Fire District Support for the Main Street and Lower Park Avenue RDA.***

In conclusion, the proposed property transaction net positive financial and intangible benefits for the City and its residents. This property exchange will enhance the safety and health of Park City's residents and is necessary and appropriate to accomplish the reasonable goals and objectives of the municipality.

City Council
Staff Report

PARK CITY 1884

Author: Jonathan Weidenhamer
Subject: Noise Regulations
Date: August 17, 2006
Type of Item: Informational update & request for direction

Summary Recommendation:
Discuss the existing criteria regulating noise during the regular meeting, hold a public hearing and provide direction.

Background
In the late 80's and early 90's use of outdoor decks at private clubs began to conflict with growing residential neighborhoods in old town. To mitigate, noise regulations were put into place to limit outdoor noise after 10:00 pm. Since then additional regulations have been put in place to further limit impacts from commercial districts on residential neighborhoods. Cursory research of complaints directly relating to such restaurant/ club patio and deck noise received from 3/02 – 10/04 indicate approximately 10 complaints from residents.

In order to capitalize on the short summer season, the HMBA has asked the City to consider amending existing regulations on noise in order to promote economic vitality on Main Street. In general the HMBA suggests defining acceptable levels of noise (versus excessive), and modifying regulations to not focus on noise source (live bands, amplified music, outdoor dining, speakers, etc.) but instead upon meeting agreed upon decibel standards (Exhibit B – Changes proposed by the HMBA). These changes involve a comprehensive looks at several LMC and Municipal Code provisions. Accordingly, the HMBA has also specifically requested an amendment to Section 4-4-16(K) of the Municipal Code, which prohibits outdoor use after 10:00 for liquor licensed establishments. At its August 3, 2006 meeting, the City Council directed staff to return immediately with amendments to Section 4-4-16(k).

Analysis
At this time different options are available. Each option discussed has pros and cons. The following will provide analysis on each option that staff has considered. The options are presented in order of level of support by staff:

1. <u>Consider amending 4-4-16(k) to allow limited use after 10:00 pm and provide direction to conduct an in-depth review of the remainder of the noise ordinance (Staff's recommendation).</u> Chapter 4 of the Municipal Code can be amended to allow private club patrons to use private decks and patios after 10:00 pm. Staff suggests limiting the outdoor use to prohibit eating and drinking. The following language is proposed (changes in italics):

(K) **EXCESS HOURS OUTSIDE**. To sell or service alcoholic beverages or to permit patrons to remain on any outdoor balcony, deck, patio, or garden associated with the licensed premises after the hour of 10 PM *except licensed premises may permit patrons to ingress and egress through a closed door to such an area until 1 a.m. provided that food and alcohol are neither sold nor allowed to be consumed or carried out to the area.*

- Pros
  - In anticipation of approved legislation phasing out smoking inside private clubs, this would allow the use of outdoor spaces, while limiting potential noise impacts from patrons.
  - Would allow staff time to hold a dialogue with all affected entities, conduct a more in-depth technical review, and return with more informed recommendations at a later date.
- Cons
  - Private club patrons would still have to remain inside with drinks and food.
  - This would not accomplish the HMBA's goal of allowing outdoor dining and provision of food and drinks on a private club patio after 10:00.
  - Inability for Main Street merchants to further capitalize on the remainder of summer season.

2. Differentiate impacts from Restaurant licensees and Private Club licensees - Consider Amending 4.4-16(K) and other Municipal and Land Management Code limitations on Outdoor Dining to allow both Outdoor Dining as well as Private Club use of patio spaces (without drinking and eating)to occur after 10:00.

- Pros -Current regulations address restaurants differently than private clubs. This would allow the use of outdoor spaces, especially for outdoor dining which may have a lesser noise impacts than private club operations.

- Cons
  - May penalize private clubs unnecessarily and would be inconsistent with desires of HMBA.
  - Conflicts with existing LMC regulations and CUP permits.

Staff finds this discussion should be addressed with the broader issues involving noise related outdoor dining LMC provisions that will begin at a Planning Commission meeting and public hearing on August 23, 2006. Changing this section to allow food for example would conflict with existing LMC provisions and existing CUP approvals.

3. Option 1 or 2 with a sunset provision

Amend the Municipal Code pursuant to Option 1 or 2 above but the Code would revert to the 10 pm limit automatically after a test period determined by Council. This would allow businesses and staff time to assess neighborhood impacts and determine a recommendation for a permanent amendment.

4. Do Nothing

The Planning, Building, and Police Departments remain acutely aware of the potential negative implication of "loosening" these existing regulations and in general do not support amendments. Existing codes prohibit outdoor noise after 10:00 pm. This is easy to understand, explain, and enforce. It has been a very successful and consistent model for this community. Park City's Historic residential neighborhoods adjacent to Main Street are a vital part of the community and one reason for their success is livability. Expanding noise regulations may negatively impact the City's quality Historic District and resort character by expanded outdoor attention getting techniques rather than focusing on a high standard of urban design and promotion of unique resort commercial opportunities.

- Pros – More permissive regulations on outdoor noise may impact the City's regulatory authority on a number of other fronts, and may detract from the quality of the residential experience in the surrounding neighborhoods.

- Cons
  - This would prohibit use of outdoor spaces after 10:00 for all businesses and limit opportunities to capitalize on the summer tourist season – which is a major focus of the City's Economic Development Plan.
  - This issue will continue to be a problem especially considering approved non-smoking legislation at private clubs.

Department Review: The City Manager's Office, Public Affairs, Planning, Economic Development, Building, and Legal Departments have reviewed this report.

Recommendation:

Discuss the existing criteria regulating noise during the regular meeting, hold a public hearing and provide direction on a recommended course of action.

Exhibits

Exhibit A – Existing regulations

Exhibit B – HMBA proposed amendment to Municipal Code Regulation 4-4-16(K) (amendments highlighted in gray)

Exhibit A – Existing regulations

Municipal code Excerpts:

Chapter 4 – Liscensing

CHAPTER 2 - BUSINESS LICENSING IN GENERAL

4- 2-28. OUTDOOR SPEAKERS ON MAIN STREET.

No licensed business shall permit or cause to exist any speaker or sound amplification equipment on the outside of any premise on Main Street with the exception of those businesses which are allowed to have outside speakers as a part of their conditional use permit for outdoor dining or performances or events approved by staff as part of a master festival license or community celebration.

CHAPTER 4 - BEER AND LIQUOR LICENSING

4- 4- 1. POLICY.

It is the policy of Park City Municipal Corporation to permit the operation of establishments serving beer and liquor in a manner consistent with the provisions of the Alcoholic Beverage Control Act and related provisions of State Law. It is also the policy of Park City Municipal Corporation to place the primary responsibility for maintaining order and preventing breaches of the peace within establishments selling and serving beer and liquor on the owners and managers of those establishments.

4- 4-16. OFFENSES OF LICENSEE.

It shall be unlawful for the holder of any license issued under this Chapter or any employee or agent of the holder to cause or permit to be caused on his or her premise any of the following acts:

(I) **FAILURE TO CONTROL NOISE**. To permit or provide either live or recorded amplified music without first having closed all exterior doors and windows of the licensed premises to control noise. Doors may be opened to provide ingress and egress, but shall not be blocked in the open position to provide ventilation. Doors shall be equipped with automatic closing devices to keep them in the closed position except to permit ingress and egress of patrons.

(J) **OUTDOOR SPEAKERS**. To permit or cause to exist any loud speaker or sound amplification equipment on any outdoor balcony deck, patio, or garden associated with the licensed premises other than speaker systems or sound amplification equipment in conjunction with approved outdoor dining.

(K) **EXCESS HOURS OUTSIDE**. To sell or service alcoholic beverages or to permit patrons to remain on any outdoor balcony, deck, patio, or garden associated with the licensed premises after the hour of 10 PM.

TITLE 6 HEALTH, NUISANCE ABATEMENT, NOISE

6- 3- 7. GENERAL PROHIBITION OF NOISE.
It shall be unlawful for any person to produce, continue, or cause to be produced or continued, any noise disturbance within the limits of Park City as defined in this Chapter.

6- 3- 8. SPECIFIC NOISE PROHIBITIONS.
The following acts are declared to be in violation of these rules and regulations.

(B) **RADIOS, TELEVISION SETS, TAPE PLAYERS, COMPACT DISC PLAYERS, MUSICAL INSTRUMENTS, AND SIMILAR DEVICES**. Using, operating, or permitting, the use or operation of any radio receiving set, musical instrument, television, phonograph, drum, or other machine or device for the production or reproduction of sound:

(1) between the hours of 10 p.m. and 7 a.m. in a way that is plainly audible beyond the property boundary of the source; or

(2) on public property, public rights-of-way, or private property at any time so as to be plainly audible fifty feet (50') (15.25 meters) from the device. Permits to exceed the limits of this section may be issued for special events on public property by the Chief of Police, Building Official or City Manager upon approval from the agency operating the public property.

(C) **PUBLIC LOUDSPEAKERS**. The use or operation of a loudspeaker or sound amplifying equipment in a fixed or movable position or mounted upon any sound vehicle in or upon any street, alley, sidewalk, park, place, or public or private property for the purpose of commercial advertising, giving instructions, directions, talks, addresses, lectures, or transmission of music to any persons or assemblages of persons in violation of § 6-3-9, or cause a noise disturbance, unless a permit is first obtained as provided by § 6-3-11 or approval is granted in a master festival license.

(J) **LIQUOR LICENSED PREMISES**:

(1) **FAILURE TO CONTROL NOISE**. Permitting or providing either live or recorded amplified music without first having closed all exterior doors and windows of the licensed premises to control noise. Doors may be opened to provide ingress and egress, but shall not be blocked in the open position to provide ventilation. Doors shall be equipped with automatic closing devices to keep them in the closed position except to permit ingress and egress of patrons.

(2) **OUTDOOR SPEAKERS**. Permitting or causing to exist any loud speaker or sound amplification equipment on any outdoor balcony deck, patio, or garden associated with the licensed premises other than speaker systems or sound amplification equipment in conjunction with approved outdoor dining. As defined in the Land Management Code conditional use approval review, music is limited to 11 a.m. to 10 p.m. and may not emanate beyond the boundaries of the outdoor dining area.

(K) **MAIN STREET BUSINESSES - OUTDOOR SPEAKERS**. Permitting or causing to exist any speaker or sound amplification equipment on the outside of any premise on Main Street with the exception of those businesses which are allowed to have outside speakers as a part of their conditional use permit for outdoor dining or performances or events approved by staff as a part of a master festival license. As defined in the Land Management Code, conditional use approval review, music is limited to 11 a.m. to 10 p.m. and may not emanate beyond the boundaries of the outdoor dining area.

6- 3- 9. NOISE LEVELS.
The making and/or creating of excessive or unusually loud noise or sound within the City as identified in the following Subsection (A), or identified and measured in the manner prescribed in Subsection (B), or in violation of restricted hours as outlined in Subsection (C) is unlawful.

(A) On the public right-of-way or upon public property, from the source or device as to be plainly audible at a distance of fifty feet (50') or on private property, as to be plainly audible at the property line.

(B) The noise shall be measured at a distance of at least twenty-five feet (25') from the source of the device upon public property or within the public right-of-way or twenty-five feet (25') from the property line if upon private property, and shall be measured on a decibel or sound level meter of standard design and quality operated on the "A" weighing scale. A measurement of sixty-five (65) decibels shall be considered to be excessive and unusually loud.

(C) Hours of restriction are as follows:

Residential- 10 pm to 7 am Monday through Saturday

Not before 9 am Sunday

Commercial 10 pm to 6 am- Monday through Saturday

6- 3-14. ENFORCEMENT.
The Police Department and Building Department may, upon discovery or report of a violation or violations of this Chapter, issue a written citation for the violation requiring an appearance in court to answer the charges, or may file a report with the City Prosecutor's Office for review and issuance of an information and summons to court to answer the charges.

6- 3-15. PENALTY.

Any person who is found guilty of violating any of the provisions of these rules and regulations, either by failing to do those acts required herein or by doing a prohibited act, is guilty of a class B misdemeanor, pursuant to U.C.A. § 26-23-6, as amended. If a person is found guilty of a subsequent similar violation within two (2) years, he is guilty of a class A misdemeanor, pursuant to U.C.A.§ 26-23-6, as amended. Each day such violation is committed or permitted to continue shall constitute a separate violation.

The City Attorney may initiate legal action, civil or criminal, requested by the Department to abate any condition that exists in violation of these rules and regulations. In addition to other penalties imposed by a court of competent jurisdiction, any person(s) found guilty of violating any of these rules and regulations shall be liable for all expenses incurred by the Department in removing or abating any nuisance or other noise disturbance.

Land Management Code Excerpts (HCB Zone (typical))

15-2.6-12. GOODS AND USES TO BE WITHIN ENCLOSED BUILDING.

(B) **OUTDOOR USES PROHIBITED/EXCEPTIONS**. The following outdoor Uses may be allowed by the Community Development Department upon the issuance of an Administrative Permit.
(1) **OUTDOOR DINING**. Outdoor dining is subject to the following criteria:

(e) No music or noise is in excess of the City Noise Ordinance, Municipal Code Title 6.
(f) No Use after 10:00 p.m.

4- 4-16. OFFENSES OF LICENSEE.

(K) **EXCESS HOURS OUTSIDE**. To sell or service alcoholic beverages or to permit patrons to remain on any outdoor balcony, deck, patio, or garden associated with the licensed premises after the hour of 10 PM. Change to 1:00 am.