PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
AUGUST 9, 2001

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, August 9, 2001.

AGENDA

Work Session

3:00 p.m. Customer service award
3:15 p.m. Council questions/comments
3:45 p.m. Review of regular meeting:
- Olympics:
  - MFL and services agreement with SLOC
  - Lease of kiosk

5:15 p.m.
- Contracts:
  - Ampco - parking services
  - Stantec - upper Park Avenue
  - City Park trail lighting
  - Traffic signal
  - MOU - SBSRD
- Water impact fees

. Other meeting questions/comments
5:45 p.m. Break

Regular Meeting

6:00 p.m.

I ROLL CALL

II PUBLIC INPUT

III COMMUNICATIONS FROM COUNCIL AND STAFF

IV WORK SESSION NOTES AND MINUTES OF MEETING OF JULY 12, 2001

V RESIGNATIONS AND APPOINTMENTS

Appointments to regional transportation board

VI CONSENT AGENDA PUBLIC HEARING

1. Ordinance approving a subdivision plat at 300 McHenry, Park City, Utah **(motion to continue to a date uncertain)**

2. Ordinance amending the Land Management Code - Phase 2 Rewrite including Chapters 6, 8, 10, 11 and 14 **(motion to continue to a date uncertain)**

3. Ordinance authorizing an extension to record the Walk to the Slopes plat amendment Phase 2 to combine all of Lots 7, 8, 38 and a portion of 37 in Block 26 of the Snyder's Addition to the Park City Survey, into a single platted lot located at 1243 Empire Avenue, Park City, Utah approved by Ordinance 00-42

4. Ordinance approving an amendment to the Snyder's Addition to the Park City Plat to subdivide Lots 15, 16, and 17 of Block 18 into two lots located at 1259 Norfolk Avenue, Park City, Utah

5. Ordinance approving a condominium conversion of 1630 and 1640 Iron Horse Drive Fireside III, Park City, Utah

6. Ordinance amending Ordinance No. 00-54 for a one lot subdivision plat for 1541 Thaynes Canyon Drive and accepting a trade of lands between Park City Municipal Corporation and Timberlodge LLC, Park City, Utah

7. Master Festival License for Olympic Aid Festival to be held on September 8, 2001 at the Park City Mountain Resort - OAO and PCMR

VII CONSENT AGENDA

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5. Master Festival License for Olympic Aid Festival to be held on September 8, 2001 at the Park City Mountain Resort - OAO and PCMR

6. Award of construction contract to Thiede Construction Co. in the amount of $37,913 for retreading of Second and Third Street stairs

VIII PUBLIC HEARING

1. Ordinance adopting a capital facilities plan, an impact fee analysis, and amending Title 11, Chapter 3, of the Municipal Code of Park City, Utah setting forth the assessment and calculation of water impact fees

2. Master Festival License and Olympic Services Agreement with Salt Lake Organizing Committee

IX NEW BUSINESS

1. Ordinance adopting a capital facilities plan, an impact fee analysis, and amending Title 11, Chapter 3, of the Municipal Code of Park City, Utah setting forth the assessment and calculation of water impact fees

2. Award of construction contract to R.C. Hunt Electrical in the amount of $120,996 for the City Park trail lighting project

3. Award of construction contract to Hidden Peak Electric Co. in the amount of $179,028 for traffic signal at Thaynes Canyon Drive

4. Award of four year contract for parking enforcement services to Ampco Parking Services in an annual amount of $201,290

5. Approval of contract with Stantec Consulting Inc. for engineering design services not to exceed $170,000 for the reconstruction of upper Park Avenue

6. Resolution adopting Memorandum of Understanding with the Snyderville Basin Special Recreation District

7. Lease of kiosk, 514 Main Street, to the State of New York for the 2002 Winter Games

X ADJOURNMENT

SPECIAL PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
AUGUST 13, 2001

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold a special closed session on Monday, August 13, 2001 at 4:30 p.m. in the Marsac Munilcipal Building, 445 Marsac Avenue, Park City, Utah. The purpose of the meeting is to discuss a personnel matter.

Posted: 08/07/01

PARK CITY COUNCIL - SUMMER TOUR
SUMMIT COUNTY, UTAH
AUGUST 15 - 19, 2001

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah **will not** hold its regularly scheduled meetings on Thursday, August 16, 2001. The City Council will be participating on a Summer Tour from August 15 - 19, 2001.

Posted: 08/06/01
See parkcity2002.org

PARK CITY
1884

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
AUGUST 9, 2001

Present: **Council members Peg Bodell; Candace Erickson; Roger Harlan; Fred Jones; and Jeff Mann**

Toby Ross, City Manager; Alison Butz, Special Events Manager; Derek Satchell, Preservation Planner; Mark Harrington, City Attorney; Frank Bell, Olympic Planning Director; Bob Johnston, Leisure Services Director; Jerry Gibbs, Public Works Director; Myles Rademan, Public Affairs Director; Kent Cashel, Transportation Director; and Matt Twombly, Parks Planner

Fire Chief Kelly Gee, Park City Fire Service District; Roger Black and Colin Hilton, SLOC; Dean Schulman, Parks and Recreation Board Chairman; Bonnie Park, Director of Snyderville Basin Special Recreation District (SBSRD); Steve Jenkins, Summit County Health Department Director; Bill Malone, Director of Chamber/Bureau; Mike Guetschow, UPAPA Steering Committee Member

Absent: **Mayor Brad Olch**

1. **Customer service award.** The Mayor Pro Tem read the letter of nomination for Officer Dave Edmonds who is the recipient of the customer service award for the first quarter.

2. **Council questions/comments.** Fred Jones relayed that the Arts Festival was well done and thanked everyone who contributed to the event. In response to a question about arsenic standards, the City Manager explained that the City is continuing on the same schedule as it doesn't change the date at which those standards will become effective, which is five years. Staff is formulating alternatives for Council consideration for water projects next year. Candace Erickson commented that 30 Main Street restaurants will be participating in outdoor dining during the Olympics. Approximately ten restaurants off of Main Street will be located in the food court and will also be a part of the public celebration

Ms. Bodell asked for an update on code enforcement at the Arts Festival. Ms. Butz noted that enforcement was conducted last weekend, for the Sundance Film Festival, and will be in full operation during the Olympics. During the Arts Festival, staff looked for outdoor food vending violations and three warnings were issued on Saturday. No citations were issued and it was determined that the City provide Main Street merchants with information on the code prior to events. Ms. Erickson felt it was appropriate not to cite, and to provide written information on required permits. Fred Jones agreed; it is important to inform merchants of the rules and regulations prior to the Olympics. Ms. Erickson continued that the Board of Health has been discussing its inspection requirements at restaurant meetings. She added that she has received a complaint from a younger skater about being intimidated by older patrons at the skate park. He suggested an hour of time slated for younger skaters or beginners between 8 and 12 years old. The City Manager stated that he will get information on this matter. Peg Bodell noted that she will bring this up at the Parks and Recreation Board meeting, as well as she has concerns about smoking and drinking there and the overall adherence to the rules. She stated that Lloyd Jerry, preservation architect, will be in town this week and she has arranged meetings with the HDC and local architects. Ms. Bodell discussed Mountainlands Association of Governments projects and felt it appropriate that the Chamber update the Council on visitor services and a customer service survey which has been recently completed. She felt that a good time to conduct a fall clean-up would be October 1 - 10 before the media comes to town for photos and stories prior to the Olympics. Jeff Mann commented on the benefits of the open house for the proposed Four Seasons Hotel as it was very informative. He thanked staff for being responsive to lodging association concerns. The U S Ski Team party was attended by many second home owners who would like to be more involved in the community. He felt that many second home owners are in town during the Arts Festival, which may be a good time for an outreach program.

In response to a question from Roger Harlan, Derek Satchell, explained that the construction at 1048 Lowell Avenue was halted because of a complaint from a neighbor regarding the installation of artificial siding material, which was in violation of the conditions of approval. Over 90% of the house was sided before it was brought to staff's attention. The owner requested an HDC determination on whether he could keep the siding in place. Because of a conflict, a vacancy, and absence on the HDC, a split decision resulted. It was decided to contact the absent commissioner for his decision. This HDC member decided to allow the applicant to keep the siding because there are existing examples of contemporary houses with the same artificial siding and it would create a financial hardship to remove it and replace it with wood siding as originally called for in the conditions of approval and stipulated in the drawings. Mr. Harlan asked if this was a legal action. Mr. Harrington expressed that this is the first time he has heard about this situation. It sounds as if there was no formalized vote, and staff was seeking clarification on an existing condition of approval. He stated that he would need more information to render a legal opinion. Mr. Harlan expressed concern about not following the conditions of approval which were clear and asked if there is support for a call-up. The City Attorney explained that too much time has elapsed for a call-up as the meeting occurred in April. There was discussion about the appearance of the siding and preventing this from happening again. Mr. Harlan encouraged Mr. Satchell to come up with a suggestion with regard to enforcement of conditions.

3. Review of regular meeting:

MFL and services agreement with SLOC. Fire Chief Kelly Gee referred to a letter he distributed directly to the City Council, which was based on a misunderstanding on the part of the Fire District about the Council adopting the MFL for the Olympics tonight. His concern is that there are many unresolved issues and that the Fire District may not be represented. Chief Gee emphasized that he wasn't attempting to undercut staff as the City's Olympic planning team has been very professional. The District's concerns are with SLOC and not the City and are Uniform Fire Code issues relating to the venues. SLOC has not provided adequate information for public safety purposes and this is not isolated to the Park City Fire Service District. Since the City is a regulatory agency for the permit issuance to SLOC, he urged the Council to assist the District to ensure that it is provided needed information. Chief Gee reiterated that he is not undercutting City staff and approval of the services agreement is actually to the District's benefit. He offered to make a presentation to Council about the Fire District's Olympic plan at an upcoming meeting. There was discussion about wild fires.

Frank Bell referred to his staff report outlining a foundation for discussion. The City has been involved in planning the Olympics since 1995 and is now in a position to make the process operational. Approval of an agreement with SLOC, provides a mechanism to finalize operations at the venues and for the Main Street public celebration. The City Manager was the main negotiator on the City's behalf and he introduced Roger Black, Grant Thomas and Colin Hilton of SLOC. The City Manager agreed with Mr. Bell that when Council approves a master festival license, a process will be established. The services agreement governs the relationship between Park City and SLOC; it establishes responsibilities and determines financial arrangements for basic services. Transportation is a large part of the package which is not addressed in SLOC's budget, because most of the cost is being funded by the federal government and in many instances, the City is receiving a pass-through of federal funding. He discussed the frequent level of shuttle service from satellite lots and venues enabling people to attend the public celebration. There will also be a service from Park City to the Utah Winter Sports Park which will accommodate event and satellite parking. People will be encouraged to use the US40 lot as the service is more frequent and convenient. The third component to transportation is enhanced internal service which is an expansion of the routes and frequency of service within the City. Toby Ross explained that this was a tough negotiation point as SLOC initially didn't feel it was critical to its mission. Additionally, there have been limited discussions with Summit County on regional transportation and services during the Games and for the same amount of money, it may be feasible to provide an extended service to a park and ride facility in Jeremy Ranch, for instance. This is not addressed in this agreement, and there would have to be a separate arrangement with the County.

The City Manager explained in detail negotiating logistics, specifically snow removal with SLOC. Rather than paying for snow removal services, it is proposed that SLOC fund a logistics team which will assist SLOC with other tasks when not removing snow. This represents a fairly significant portion of revenue the City will be receiving in this agreement. The third major element of the agreement is delivering access control which is primarily a responsibility of SLOC and UOPSC on a basic level of service and the City will augment that with our own resources at critical times of the day. The last component deals with enforcement in code requirements and sponsor protection. SLOC will also fund an enforcement team above the normal level. He added that there is philosophical language in the document regarding cooperation which is paramount in making this work. There are administrative procedures for problem resolution and mechanisms for dealing with unforeseen circumstances. In addition to the services agreement, there is a master festival license for activities and permitting in the rest of the town. Colin Hilton of SLOC added that there have been many hours of discussion on philosophical issues and the next six months will be devoted to final details.

Fred Jones asked about compliance with ADA standards. Mr. Hilton explained that they have met or exceeded those standards at the PCMR and Deer Valley venues, including specific routes, instructions and operational procedures for staff, media, and/or spectators. This requires separate shuttle systems, drop off locations and personnel to assist passengers. Mr. Jones expressed concerns about the City delivering Park Avenue as a use area. Mark Harrington explained that since most of the use areas are streets, this is really a non-issue. This provision was more relevant at the time Miners Hospital and City Park were being considered as a use area. With regard to the contingency deposit for clean-up and the date of September 30, the City Manager explained for the benefit of Fred Jones that this is a general date for the agreement. As specific areas are identified for restoration, there will be corresponding dates. Additionally, the City may desire additional time to make sure that revegetation efforts are successful. Ms. Erickson brought up the attraction to advertise on barricades. Mr. Hilton advised that there are strict restrictions around the competition venues and barricades will be removed and installed daily. Jeff Mann referred to a proposal to

Steve Jenkins, Summit County Health Department Director, stated that the Department will work with the City at the venues and Main Street and supported the Agreement. The Department is also working with the state on Olympic planning. He encouraged employees to get a flu shot before the Games. He reported on public health experiences in Australia and Atlanta and noted that food service and preparation is their focus. There was discussion about the public process involved with reporting hepatitis cases and a hepatitis vaccine program available to employees.

Bill Malone, Director of the Chamber/Bureau, commented on the amount of work, detail and coordination required to arrive at this Agreement. It provides a cooperative approach with Summit County and from a hospitality standpoint, works well for the Chamber. Mr. Malone spoke about the Chamber's VIS Program and its 150 quality volunteers and their Olympic hospitality center. He added that there has been some frustration expressed by some about getting answers to certain questions, but everyone seems to be learning that it takes longer to get things done and Park City is well positioned for the Games. There was discussion about getting the word out about the public meetings scheduled in September on the Olympics. Mr. Mann pointed out that many second home owners may not be in town and Myles Rademan felt it appropriate to send out a newsletter to second home owners and expressed staff's willingness to attend HOA meetings. Frank Bell added that the City will also have this information on the City's website.

Lease of kiosk. Frank Bell explained the history of competition in marketing training facilities between Lake Placid, New York and the Utah Winter Sports Park. The kiosk is an opportunity to mutually market training facilities and the current tenant, ABC Reservations, is aware of the *Olympic-out* clause.

Ampco parking services. Kent Cashel explained that staff is requesting approval of a four year contract with Ampco who has provided enforcement services for paid parking since 1996. In the spring an RFP was noticed, and a selection committee was formed with members from OCM&B, Public Works and the Police Department. The committee reviewed three proposals and decided to recommend the award of contract to Ampco. This decision was based on its performance to date and local management staff and support. A four year contract offers cost control with regard to the rate of annual increases for services and the City can terminate the Agreement with 30 days notice. The Transportation Director recommended approval of a four year contract with Ampco in a form to be approved by the City Attorney in the amount of $201,289 annually. In response to questions from Council, Mr. Cashel explained that there is provision in the Agreement to expand Ampco's role during the Olympics. The parking fund has been operating in the black for the past year and a half because of the implementation of year-round paid parking and has an excess of $25,000. The Main Street Business Alliance is represented on the parking committee and there is continual feed-back on the parking services. He added that Ampco employees provide information services on the street. Ms. Bodell felt their uniforms could be upgraded and is somewhat uncomfortable with a four year contract. Jeff Mann stated that he shared that concern until he learned that the City has the ability to easily terminate the contract. The indexing to CPI is also an attractive feature as is controlling the annual increase in the cost of the contract. There was discussion about the enforcement officers' scope of authority which is outlined in the Parking Code and the benefit of wearing name badges.

Stantec - upper Park Avenue. Eric DeHaan explained that the budget provides for the reconstruction of upper Park Avenue in 2002. Stantec has been used for previous similar projects, i.e., Woodside Avenue. The reconstruction project involves about 2,500 linear feet from Heber Avenue to King Road, and include water, storm drain and sewer improvements. He discussed Stantec's expertise for this type of project. There were extensive discussions about funding the project which totals $2 million; $1 million from the General Fund, $700,000 from the Water Fund and the remainder from various sources. Staff's original suggestion was construction in 2003, rather than in 2002 because of the Olympics. The scope of work for this contract would include the design of the project, which includes underground conduits for future under-grounding of the overhead utilities which was done on Woodside Avenue. The budget for this project does not include the actual under-grounding of the lines because of the amount of money and time required for consulting and coordination with Utah Power, Qwest and AT&T Broadband. SBSRD is on line and the same contractor will be doing the sewer upgrade. SBSRD will reimburse the City for some road work. Mr. DeHaan pointed out that he feels the under-grounding of overhead utilities would increase the scope and time line of the project. The under-grounding component has the potential of being very expensive as the utility companies dictate their own costs and the project would be lengthy, at least two years. The scope of services includes designing a sidewalk from Heber Avenue up to Sixth Street. Stantec produced a preliminary design and there were a number of neighborhood meetings where this information was shared.

Tom Bakaly discussed the budget process when funds were earmarked for this project. He met with Chris Brand, steering committee of UPAPA, to review the options and the costs associated with under-grounding which could be as much as $1.8 million in addition to the project. At that time, the impacts of paying for the under-grounding portion was explained to Chris Brand who thanked Council on June 7 for including the project in the budget, which did not include under-grounding. He recently had discussions with Mike Guetschow of UPAPA about utilities being under-grounded and if that is a direction Council supports, he urged them not to enter into this contract tonight. Although Mike Guetshow was in the audience, it was decided to discuss UPAPA's recent request during the regular meeting.

City Park trail lighting. Matt Twombly explained that the low bid was R C Hunt Electric for $120,996 for both portions of the project, which is the recommendation of staff. It was explained that the widened area of the trail will be gravel.

Traffic signal. Eric DeHaan advised that two bids were received for the traffic signal at SR224 and Thaynes Canyon Drive. A competitive bid was received from Hidden Peak Electric who is doing similar projects for UDOT and Salt Lake City. The construction contract is in the amount of $179,028 which is budged in the capital improvements budget. It is anticipated that the light will be installed by October 15 and most of the construction will occur in mid-September. Some work will need to be done, involving the widening the southerly side of SR248 to align the intersection; affected property owners have been cooperative. Ms. Erickson asked if this traffic signal can be coordinated with others on SR224 and Mr. DeHaan explained that that would require additional hardware and connections, but could be added as a future project. It would require engineering coordination with UDOT to determine the delays on the side streets and could be a UDOT project. The manual override to delay the signal phasing can be used when there are traffic back-ups. It was clarified for the benefit of Fred Jones, that the Golf Course Hotel is not obligated to make a contribution for the signal. Mr. DeHaan explained that the developer is donating right-of-way free of charge.

MOU - SBSRD. Dean Schulman, Chairman, stated that the Parks and Recreation Board unanimously support the document as it is a strong cooperative effort between the staff and boards. The new MOU represents a resolution of financial inequities and is more of a partnership. Bob Johnston agreed that this represents a better sharing of responsibilities, particularly youth sports. Bonnie Park, Director of SBSRD, explained that staff is already implementing and exploring improvements. Fred Jones expressed that this is a good agreement and Ms. Erickson pointed out her observation of the great cooperation between the two parties.

Water impact fees. Jerry Gibbs discussed the legal requirements, including a public hearing, for the enactment of impact fees. The ordinance, capital facilities plan, and water impact fee analysis have been available for public review. The capital facilities plan consists of almost $16 million of water improvements that need to be completed over the next five years. These improvements will maximize the capacity of the system with the ability to meet the long-term growth needs. The study also identifies whether the projects are growth or non-growth. The impact fee is based on growth-related improvements to the water system and Mr. Gibbs cited examples of both. One acre foot of water or one gallon per minute or 1,600 gallons per day used, is equivalent to one ERU. There are 3,900 ERUs available for development within the City and when matched with the cost of the projects, it was determined that a fully allocated impact fee would need to be at $9,940 per ERU. Mr. Gibbs stated that staff is recommending tonight an impact fee of $9,760 which is somewhat less than the fully allocated cost. He added that the impact fee for irrigation is about 50% less than what was represented in the staff report. The approach to identify ERUs for commercial projects is based on occupancy and a state drinking water table was converted to calculate occupancy. Mr. Gibbs described the calculation formula based on the number of bedrooms and Fred Jones pointed out that one ERU is somewhat misleading in the document as it represents a four bedroom residence, not a single family, which has to be adjusted specifically for the house and size of the landscaped area. Mr. Jones suggested that the ordinance be worded better to make the calculation formula clearer to the reader. See regular meeting minutes.

Prepared by Janet M. Scott

PARK CITY 1884

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
AUGUST 9, 2001

I ROLL CALL

Mayor Pro Tem Roger Harlan called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, August 9, 2001. Members in attendance were Peg Bodell, Candace Erickson, Roger Harlan, Fred Jones, and Jeff Mann. Staff present were Toby Ross, City Manager; Mark Harrington, City Attorney; Tom Bakaly, Assistant City Manager; Kent Cashel, Transportation Director; Pat Putt, Planning and Zoning Administrator; Jonathon Weidenhammer, Planner; Ray Milliner, Planner; Alison Butz, Special Events Manager; Jerry Gibbs, Public Works Director; Frank Bell, Olympic Planning Director; and Eric DeHaan, City Engineer.

II PUBLIC INPUT

The Mayor Pro Tem invited the public to comment on any matter of City business not scheduled on the agenda. Hearing none, the public input session was closed.

III COMMUNICATIONS FROM COUNCIL AND STAFF

In a response to a request from Peg Bodell, Tom Bakaly updated Council on the Swede Alley trash compactor project. If the contract is awarded on August 23, it is anticipated that construction will begin on September 1 with completion in December. Jeff Mann asked about newspaper racks and Mr. Bakaly believed that these will be installed the beginning of September. Ms. Bodell pointed out that it is helpful to Council for staff to introduce people that are pertinent to meeting presentations. Rick Lewis indicated that the Planning Commission approved the conditional use permit for an entry sign at the existing location. He urged Council to contact him if there are concerns on the sign. Cost estimates will be provided to Council and there is money in the capital improvement fund. The Planning Commission recommends that our Sister City, Courchevel, be acknowledged as well as Park City being the home of the U. S. Ski and Snowboard Team, however, it is relocating to the Snyderville Basin.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF JULY 12, 2001

Hearing no omissions or corrections, the Mayor Pro Tem requested a motion to approve. Peg Bodell, "I move approval". Jeff Mann seconded. Motion carried unanimously.

V RESIGNATIONS AND APPOINTMENTS

Appointments to regional transportation board - Kent Cashel stated that on July 12, Council approved a letter of intent for regional transportation with Summit County. Included in that action is a commitment to appoint members to the joint board. After conducting a recruitment process, staff is recommending that Jennifer Smith and Kim Meyhew be appointed. The City Council supported the recommendation.

VI CONSENT AGENDA PUBLIC HEARING

1. Ordinance approving a subdivision plat at 300 McHenry, Park City, Utah **(motion to continue to a date uncertain)** - The Mayor Pro Tem requested a motion to continue. Fred Jones, "I so move". Jeff Mann seconded. Motion carried unanimously.

2. Ordinance amending the Land Management Code - Phase 2 Rewrite including Chapters 6, 8, 10, 11 and 14 **(motion to continue to a date uncertain)** - The Mayor Pro Tem requested a motion to continue. Fred Jones, "I so move". Peg Bodell seconded. Motion carried unanimously.

3. Ordinance authorizing an extension to record the Walk to the Slopes plat amendment Phase 2 to combine all of Lots 7, 8, 38 and a portion of 37 in Block 26 of the Snyder's Addition to the Park City Survey, into a single platted lot located at 1243 Empire Avenue, Park City, Utah approved by Ordinance 00-42 - Pat Putt explained that on June 29, 2000, the City Council approved this subdivision, but the plat has not been recorded. The request is to extend the approval with the findings of fact, conclusions of law and conditions of approval outlined in the staff report. In response to an observation made by Fred Jones about the six month extension, the expiration date was changed from February to December. Hearing no further comments or questions from the Council or the audience, the public hearing was closed.

4. Ordinance approving an amendment to the Snyder's Addition to the Park City Plat to subdivide Lots 15, 16, and 17 of Block 18 into two lots located at 1259 Norfolk Avenue, Park City, Utah - Ray Milliner referred to the staff report which recommends approval. Hearing no further comments or questions from the Council or the audience, the public hearing was closed.

5. Ordinance approving a condominium conversion of 1630 and 1640 Iron Horse Drive Fireside III, Park City, Utah - Jonathon Weidenhammer explained that this will convert 24 units to private ownership. On July 12, the Planning Commission forwarded a positive recommendation to approve based on the findings, conclusions of law, and conditions of approval outlined in the staff report. Roger Harlan expressed concern about losing affordable housing stock. There was discussion about Fireside fulfilling its affordable housing obligations. Hearing no further comments or questions from the audience or the Council, the public hearing was closed.

6. Ordinance amending Ordinance No. 00-54 for a one lot subdivision plat for 1541 Thaynes Canyon Drive and accepting a trade of lands between Park City Municipal Corporation and Timberlodge LLC, Park City, Utah - Pat Putt explained that the land exchange involves golf course

property and hotel property with Fandango. In December 1996, the Planning Commission approved a master planned development known as Island Outpost. The master plan moved forward and is memorialized in a development agreement executed in June 1997. In August 2000, the Planning Commission held public hearings and forwarded a positive recommendation on a subdivision and required zone change for the property to move the hotel forward, and in October 2000, the City Council approved the zone change and the subdivision. Subsequent to that, there have been some minor site plan changes beneficial to both the City and the developer. He discussed the fiber optic line that will be located on Fandango property, if approved, and suggested an additional finding of fact and conditions of approval dealing with the fiber optic line and an easement to the City. Fandago has agreed to the new finding and conditions of approval.

Bill Shaw, President of Fandango, explained that the exterior shell of the building is planned for completion by December 28 and Howe is ten days ahead of schedule. He explained the slab problems which have been worked out and feels comfortable with that date. Hearing no comments or further questions, the public hearing was closed.

7. Master Festival License for Olympic Aid Festival to be held on September 8, 2001 at the Park City Mountain Resort - OAO and PCMR - Alison Butz stated that the concert is slated to run from noon to 9 p.m. and organizers are hoping to attract 5,000 to 8,000 people. Money raised from the event will be given to the Olympic Aid Organization to fund its humanitarian efforts. In response to a question from Jeff Mann about the estimated crowd, organizer Jeff Bird explained that any one of the seven bands may draw 4,000 people on its own and it is felt that there will be significant interest. Other activities, like the Alpine Slide, will operate that day and the marketing is through KSL TV and Citidel Communications. Tickets will be sold at SmithTixs. Mr. Bird added that there will be sponsor booths and concessions from local businesses. In response to a question from Roger Harlan, Ms. Butz explained that MFLs are exempt from the noise ordinance, and she is planning on notifying Snowflower Condominiums. Hearing no further comments, the public hearing was closed.

VII CONSENT AGENDA

With regard to the stair project, Ms. Bodell discussed salvaging the old wooden treads which will be replaced. Peg Bodell, "I move that we approve the Consent Agenda with the additional findings of fact and conditions of approval submitted tonight during the public hearing for Item and correction of the date on Item 1". Fred Jones seconded. Motion carried unanimously.

1. Ordinance authorizing an extension to record the Walk to the Slopes plat amendment Phase 2 to combine all of Lots 7, 8, 38 and a portion of 37 in Block 26 of the Snyder's Addition to the Park City Survey, into a single platted lot located at 1243 Empire Avenue, Park City, Utah approved by Ordinance 00-42 - See staff report and public hearing.

2. Ordinance approving an amendment to the Snyder's Addition to the Park City Plat to subdivide Lots 15, 16, and 17 of Block 18 into two lots located at 1259 Norfolk Avenue, Park City, Utah - See staff report and public hearing.

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5. Master Festival License for Olympic Aid Festival to be held on September 8, 2001 at the Park City Mountain Resort - OAO and PCMR - See staff report and public hearing.

6. Award of construction contract to Thiede Construction Co. in the amount of $37,913 for retreading of Second and Third Street stairs - See staff report.

VIII PUBLIC HEARING

1. Ordinance adopting a capital facilities plan, an impact fee analysis, and amending Title 11, Chapter 13, of the Municipal Code of Park City, Utah setting forth the assessment and calculation of water impact fees - Jerry Gibbs explained that the public hearing is held to provide an opportunity for public comment on the Capital Facilities Plan and draft ordinance which have been available at the Marsac Building and Library for review. The fully allocated impact fee amount, based on the impact fee analysis is $9,940 and staff is proposing a fee that is 2% less at $9,760. He explained that the proposed increase in outdoor irrigation is 50% higher which reflects the increased costs in acquiring water rights. Ms. Erickson asked if the water line and easement for JSSD is still an option and Mr. Gibbs indicated that this is still being pursued as an alternative as it is an important connection from an emergency standpoint. Hearing no further comments from the Council or the audience, the public hearing was closed.

2. Master Festival License and Olympic Services Agreement with Salt Lake Organizing Committee - Frank Bell referred to the work session discussion where responsibilities are spelled out for both parties. It also relates to a master festival license to SLOC for the operation of the competitions at PCMR and Deer Valley and a license that the City will hold for the public celebration. The MFLs will in turn provide staff with administrative processes to produce these events. The Mayor Pro Tem invited public input.

Ed Brophy, resident, understood that this agreement would outline a transportation permitting system for residents. Mr. Bell explained this agreement does not address access details, but stated that major highways will be open at all times during the Games. There may be periodic traffic delays and some traffic controls in place, but people should be able to get to Salt Lake. There are a number of public meetings scheduled in September, which will be published continually so that residents can attend one of the many meetings scheduled. There will also be a notice included in the water bill mailing.

Hearing no further comments, the Mayor Pro Tem requested a motion to continue the public hearing to August 23. Fred Jones, "I so move". Jeff Mann seconded. Motion carried unanimously.

IX NEW BUSINESS

1. Ordinance adopting a capital facilities plan, an impact fee analysis, and amending Title 11, Chapter 13, of the Municipal Code of Park City, Utah setting forth the assessment and calculation of water impact fees - See staff report, work session notes, and public hearing. Peg Bodell, "I move that we approve the Ordinance adopting a capital facilities plan and water impact fees, as presented today". Candace Erickson seconded. Fred Jones stated that he understands that this is a 50% increase, but given the costs associated with water acquisition, it is justified. The revised impact fee places the burden on new growth where it belongs. Motion carried unanimously.

2. Award of construction contract to R.C. Hunt Electrical in the amount of $120,996 for the City Park trail lighting project - See staff report and work session notes. Peg Bodell, "I move approval of the contract". Jeff Mann seconded. Motion unanimously carried.

3. Award of construction contract to Hidden Peak Electric Co. in the amount of $179,028 for traffic signal at Thaynes Canyon Drive - Fred Jones, "I move to award the contract to Hidden Peak Electric in the amount of $179,028 for the traffic signal at Thaynes Canyon and SR224". Candace Erickson seconded. Motion carried unanimously.

4. Award of four year contract for parking enforcement services to Ampco Parking Services in an annual amount of $201,290 - See staff report and work session notes. The Mayor Pro Tem requested a motion to approve. Peg Bodell, "I so move". Fred Jones seconded. Motion unanimously carried.

5. Approval of contract with Stantec Consulting Inc. for engineering design services not to exceed $170,000 for the reconstruction of upper Park Avenue - See staff report and work session notes. The Mayor Pro Tem invited public input.

Mike Guetschow, Park Avenue resident and steering committee member of UPAPA, stated that there has been a lot of confusion about this project among residents of Park Avenue. UPAPA is requesting Council to further consider under-grounding utilities. There have been different proposals discussed for under-grounding including a special assessment district, allocating the costs to the home owners which doesn't seem fair. There is a feeling that the cost for improvements from the street to the residence should be borne by the home owner which is almost $750,000 with the City paying the other half and coordinating with other utilities. Under-grounding utilities would provide room for a sidewalk and safe pedestrian area which is not the case now. The neighborhood would like to see the project done once and right.

Roger Harlan pointed out that during the budget hearing in June, Chris Brand of UPAPA testified that the City Council was on the right track. At that time, it was clear that the utilities would not be under-ground. Mr. Guetschow believed Mr. Brand thought the discussion on under-grounding utilities would occur later as there is a large amount of confusion on the part of the neighborhood. He emphasized that UPAPA is asking the City to financially share in the cost of under-grounding the utilities and to postpone awarding the contract with Stantec. The residents would rather have the project postponed and done right. Jeff Mann expressed that it might be better for the Park Avenue residents to accept the $2 million in street improvements now than take on the risk of moving it to a future budget year where projects may be competing against each other for funding. Council member Mann asked if every resident on upper Park Avenue is represented by UPAPA. Mr. Guetschow believed there are 60 members and he, Chris Brand and John Plunkett have been elected to the steering committee. Mr. Mann asked if there is a feeling of widespread support on the street for each home owner to personally pay $11,000 and Mike Guetschow stated that the feed-back has all been in favor. He felt that there could be a neighborhood meeting and again urged Council to postpone the project which may allow time to find additional money.

Peg Bodell stated that the City Council has committed to this project. She asked if there is a savings with the under-grounding project if it is delayed and not pushed through. The City Engineer felt that it would be same dollars now or a later date. There are some economies of scale with asphalt patching and surveying, but in his opinion, there is no way to do it in one year. Even with the money, it would still be a two year project with the under-grounding of utilities. There are three franchised utilities involved, AT&T Broadband, Qwest and Utah Power who may not be cooperative. There has been some frustration expressed by UPAPA about cost estimates, which is also shared by the City. Mr. DeHaan continued that because of these considerations, the project has been recommended to proceed without under-grounding the utilities, which should be looked at in a comprehensive manner in Old Town . Ms. Bodell asked if removing power poles would change the design. Mr. DeHaan responded that it would only be minor and understood that some people believe the removal of power poles would accommodate sidewalks. He emphasized that parking trumped other options by the Woodside Avenue residents, as sidewalks and landscaping tend to conflict with parking.

Candace Erickson pointed out to Mr. Guetschow that UPAPA not only insisted that this project appear in the budget but also that it be completed in 2002 against the City Engineer's advice. She expressed confusion with tonight's request. Mr. Guetschow noted that the repairs made to upper Park Avenue last year satisfied most of their health and safety concerns and reiterated that they are willing to wait if the project is done right. Ms. Erickson added that if there is a desire for a sidewalk that one-way should be considered at this time and expressed that she is not totally against the request, but needs to have a better handle on the numbers. Her concern is setting a precedent and having Woodside Avenue residents ask for this as well. Mr. Guetschow understood that the west side of Main Street is serviced by the upper Park Avenue utilities. He urged Council to look at Telluride during the Summer Tour next week. Fred Jones believed that under-grounding utilities in Old Town needs to be pursued, but feels the project should be looked at comprehensively. He has no idea where the City would get $1 million which would probably be at the expense of another project. The coordination with the utilities is one issue but the bigger issue is under-grounding Old Town in the long term and setting a model with upper Park Avenue. He advised that there is no quick solution to the funding. Jeff Mann added that there is another question of whether Park Avenue can also come up with $1 million. Fred Jones also pointed out that everyone would have to participate in the under-grounding and can't opt out. In response to comments made about time lines, the City Engineer explained that the contract can wait for a maximum of three weeks.

Roger Harlan stated that it bothers him that no one from upper Park Avenue stepped forward during the budget process. There was a lot of pressure on the City Council and allegations about Council's integrity in its commitment to the safety of residents on upper Park Avenue. The City Council responded in good faith and budgeted dollars for the reconstruction of Park Avenue in June. On the night of awarding the engineering contract, one member of UPAPA shows up to re-evaluate the project. He asked where UPAPA has been all of these weeks. Mr. Guetschow stated that he was coaching soccer and raising a family. Mr. Harlan asked where the other 60 members have been and questioned if everyone on upper Park Avenue is willing or able to donate $11,000 to the utility project. It has the potential of being a hardship. Peg Bodell agreed that there are many unanswered questions but is in support of entering into discussions; she is more comfortable with waiting as long as staff can wait two or three weeks. Eric DeHaan felt that information may not be crystal clear in two or three weeks, but the contract can be approved and then amended to incorporated an expanded scope of work. Jeff Mann asked if there is support on the part of the Council to commit to an additional $1 million. Ms. Erickson stated that she may, but has to consider more information. Mr. Mann added that the Public Works Director has just made a presentation tonight about the $30 to $50 million in needed water improvements. He believes that this may prompt other neighborhoods to request under-grounding and/or may give upper Park Avenue residents false hope about the City finding another $1 million. The Mayor Pro Tem requested a motion.

Jeff Mann, "<u>I move to approve the contract with Stantec Consulting Inc. for engineering design services not to exceed $170,000 for the reconstruction of upper Park Avenue</u>". Roger Harlan seconded. Fred Jones stated that the outcome of discussions for the next couple of weeks will result in a decision to move ahead on this project as recommended, or delay the project to explore how it will be funded. He doesn't anticipate that on August 30, funding will be identified. Roger Harlan again discussed the insistence of UPAPA to have the project completed in 2002 and by delaying the project, emphasized the completion date is uncertain. Mr. Guetschow urged Council to look at the project further. Motion carried.

Peg Bodell	Nay
Candace Erickson	Aye
Roger Harlan	Aye
Fred Jones	Aye
Jeff Mann	Aye

The City Manager asked if approval means that staff will not be returning to Council with information about under-grounding and will proceed with the contract. Ms. Erickson explained that she is approving contract because design engineering is needed. Fred Jones felt that UPAPA needs to come back to Council with a presentation. Mr. Ross understood that there may or may not be an agenda item on this on August 30, but it is incumbent on UPAPA to make a formal proposal. Ms. Erickson felt it important that the Council have a serious discussion with UPAPA in the meantime.

6. Resolution adopting Memorandum of Understanding with the Snyderville Basin Special Recreation District - See staff and work session notes. Peg Bodell, "I move that we approve the resolution adopting the Memorandum of Understanding with the Snyderville Basin Special Recreation District". Jeff Mann seconded. Motion unanimously carried.

7. Lease of kiosk, 514 Main Street, to the State of New York for the 2002 Winter Games - See staff report. The Mayor Pro Tem requested a motion to approve. Jeff Mann, "I so move". Fred Jones seconded. Motion carried unanimously.

X 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

PARK CITY 1884

DATE: August 9th, 2002
DEPARTMENT: Transportation
AUTHOR: Kent Cashel, Transportation Director
TITLE: Appointments to Summit County\Park City Joint Transit Advisory Board
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS:

Appoint two members to the Summit County/Park City Joint Transit Advisory Board for a one year term. Staff will recommend two candidates for appointment at the City Council meeting on August 9th, 2001.

DESCRIPTION:

A. Topic:

Appointments to Summit County\Park City Joint Transit Advisory Board

B. Background:

Regional Transit is a top priority goal in the 2000-01 City Council Action Agenda. Pursuant to that goal, the City has been in discussions with the County regarding regional transit for several years. On July 12th, 2001 City Council authorized the Mayor to execute a letter of intent with Summit County which formally acknowledged both parties intent to work together to develop a regional transit system.

This letter of intent included a commitment to establish a Joint Transit Advisory Board which shall meet monthly and make recommendations to both Summit County and the City regarding regional transit efforts. The letter of intent indicated that both the County and the City should have members appointed to this board by August 9th, 2001. The tasks before this board must be undertaken immediately and delaying appointments to the Board will significantly decrease the chance of an operational system for the 2001-02 Winter.

C. Analysis:

Purpose and Function of Summit County\Park City Joint Transit Advisory Board

The Summit County\Park City Joint Transit Advisory Board shall meet monthly and make recommendations to both the City and County regarding:

- service rate fees,
- routes,
- level of service,
- look of buses,
- strategies for supplementing service and equipment demands with private contracts.
- further regionalization efforts.

This board will serve in an advisory capacity only. The City shall retain final approval and management of their transportation system, while the County shall retain final approval of service rates, schedules, routes and levels of service for the service offered by the County. Park City Transit personnel shall serve as staff for the Board.

Current Summit County Transit Board
In May of 2001 Summit County appointed a five member policy advisory board to assist them with funding and operational decisions. The individuals were chosen by Summit County to represent a range of business and residential interests concerning transit. Two of the County board members reside within Park City limits.

Staff and Summit County feel that the current Summit County Transit Board provides a good foundation for the creation of the Summit County\Park City Joint Transit Advisory Board. With two Park City residents sitting on the County Transit Advisory Board, Staff believes that appointing two additional members to the board will provide a reasonable level of confidence that Park City's interests and concerns will be represented on the resulting Summit County\Park City Joint Transit Advisory Board.

Board Member Recruitment & Noticing Process
Staff (beginning on Saturday July 14th) posted notice that the Mayor and City Council were seeking applicants interested in serving on the Summit County\Park City Joint Transit Advisory Board. These notices ran in the Park Record, on the City's Internet home page, on Channel 8 morning news and on PSA's run continuously on KPCW. Applicants were accepted until 5:00 pm on Tuesday August 31st. A total of five individuals expressed interest in serving on the board.

Selection of Applicants
Applicants submitted a letter of interest that included a statement of qualifications. Staff has carefully reviewed these letters and is in the process of conducting interviews with each of the candidates. Scheduling difficulties prevented completion of all of these interviews and a final decision on which candidates Staff will recommend for appointment had not been made at the time of writing. These interviews will be completed prior to the August 9th City Council meeting and Staff will recommend two candidates for appointment at that time.

Term for Board Members
Staff is recommending a one (1) year term for Board members this term should begin on the date the County and Park City execute the one (1) year management agreement identified in the Summit County & Park City Regional Transportation Letter of Intent. Staff recommends appointed members begin serving immediately upon appointment

D. Department Review:
This staff report and its recommendations have been reviewed by Public Works, the Office of Capital Management and Budget, and the City Manager.

ALTERNATIVES:

A. Approve the Request: Appoint two members to the Summit County/Park City Joint Transit Advisory Board for a one year term. Staff will recommend two candidates for appointment at the City Council meeting on August 9th, 2001.

B. Deny the Request: City Council could choose to deny staff's request, this action would require staff to reconsider other applicants or reopen the application process.

C. Appoint One or More Other Members City Council could appoint one or more of the other applicants or could appoint an individual that has not yet applied to the Joint Transit Advisory Board .

D. Appoint No Board Members: City Council could choose to appoint no new members to the Summit County/Park City Joint Transit Advisory Board. This would limit representation of Park City's interests on the Board. Staff does not recommend this action.

E. Continue the Item: City Council could choose to continue this item to a later date. The tasks before this board must be undertaken immediately and delaying appointments to the Board will significantly decrease the chance of an operational system for the 2001-02 Winter.

F. Do Nothing: City Council could choose to do nothing, this action would have essentially the same effect as Alternative D.

SIGNIFICANT IMPACTS:
Significant resources from Public Works, the Office of Capital Management & Budget and Legal Department will be required to support the Summit County/Park City Joint Transit Advisory Board. However, given the significance of the project and the connection with the Olympics, Staff recommends the allocation of those resources.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:
The tasks before this board must be undertaken immediately and delaying appointments to the Board will significantly decrease the chance of an operational system for the 2001-02 Winter.

RECOMMENDATION:
Appoint two members to the Summit County/Park City Joint Transit Advisory Board for a one year term. Staff will recommend two candidates for appointment at the City Council meeting on August 9th, 2001.

Attachments
Letter of Intent

Summit County & Park City Regional Transportation Letter of Intent - July 12, 2001

Summit County and Park City conceptually agree to the following terms contingent upon further discussion and finalization. These concepts and ideas are not binding on the parties:

1. By October 4, 2001 Summit County and Park City will enter into a one (1) year management contract with renewal options by which Park City will manage the day-to-day operation of transit service in the Snyderville Basin (Kimball Area Transportation Special Service District) including:
   - Scheduling
   - Bus driver administration
   - Contracts with third party operators (where necessary for bus service)
   - State and federal grant application and administration
   - Bus procurement

2. Upon execution of the management agreement in October, 2001 Summit County will compensate Park City a monthly fixed sum which shall be calculated using only the direct costs relating to Summit's proportionate share of the transit system. Direct costs include the proportionate share of the management, operation (including equipment leases), risk management and maintenance of the transit system. Direct costs do not include the Public Works Director's time or other indirect costs that the Transportation Fund currently pays to the City's General Fund such as grant administration, recruitment, or legal services. In calculating the monthly fixed sum, Park City will not include maintenance or operation of the Old Town Transit Center, Iron Horse Bus Maintenance Facility or existing bus facilities currently used to operate the bus system.

3. The City and County will establish a Joint Transit Advisory Board which shall meet monthly and will make recommendations to both the City and County regarding service rate fees, scheduling, routes, level of service, look of buses and strategies for supplementing service and equipment demands with private contracts as well as further regionalization. The Joint Transit Advisory Board should have members appointed by both the City and the County in proportions and for terms to be determined and established by August 9, 2001

4. The City and County will jointly determine the monthly fixed sum determined by cost of service to be paid by the County by September 1, 2001. In an effort to expedite this process, the City and County agree that a consultant may be used the cost of which shall be divided equally between the parties.

5. The City shall retain final approval and management of their transportation system, while the County shall retain final approval of service rates, schedules, routes and level of service and all other decisions which may affect the direct costs under the contract for the Kimball Area Transportation SSD. (*See paragraph 2*)

6. Park City will be the Federal and State grantee for the bus system. No grant shall be applied for nor shall Summit County bound unless formal approval is made by the Summit County Board of County Commissioners, prior to the grant application being submitted. Summit County agrees to pay the required 20% local match dollars for federally funded equipment acquired to provide County transportation service in the Kimball Area.

7. Summit County will support the transfer of any existing State or Federal draft bus allocation that is in the County's name to Park City with the exception of any Senior Citizen busses or the "Fun Bus" which is currently on schedule for 2002.

8. Under the contract, the City will attend the monthly meetings of the Joint Transportation Advisory Board and shall act as staff for the board and shall use their best efforts to implement the directions from that board consistent with City Council and County Commission agreements.

9. The City will manage and operate the transit service during the Olympic period with input direction, and decision making from Summit County as provided above. Park City will not pay for service in the unincorporated County area beyond the scope normally provided or paid for by SLOC. The County may substitute or modify normal service for Olympic service.

10. Park City and Summit County will make best efforts to jointly secure future sites and funding for park & rides, bus maintenance and other capital facilities needed to facilitate the regional transportation system.

11. Summit County will retain responsibility of assessing and/or collecting fees from the businesses served by the transit system (Kimball area) and any other funding mechanism, and shall continue to pay Park City the established monthly fee determined by cost of service regardless of how those fees are regenerated to the County. Both parties agree that at this time, no user fees (bus riders) shall be established.

12. Over the next three (3) months, Park City and Summit County will equally share the cost of any additional analysis or management needed to implement and start up a regional transportation system in a total amount not to exceed $20,000 ($10,000 each). Each party will need to approve all expenditures. Both parties agree to pay approved expenditures even if a management contract is not ultimately executed in October, 2001.

Acknowledgment:	**Acknowledgment:**
______________________	______________________
Park City	**Summit County**

PARK CITY
1884

CITY COUNCIL STAFF REPORT

DATE: August 9, 2001
DEPARTMENT: Planning Department
AUTHOR: Derek Satchell
TITLE: Walk to Slopes Plat - Phase 2 (1243 Empire Avenue) Plat Amendment
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Conduct a Public Hearing, consider public input and Staff's recommendation to extend the approval for the subdivision which combines all of Lots 7, 8, and 38 with a portion of Lot 37 in Block 26 of the Snyder's Addition to Park City Survey, into a single lot as conditioned.

A. TOPIC

Project Name: Walk to Slopes Plat - Phase 2
Applicant: Mike Watts
Location: 1243 Empire Avenue
Zoning: Recreation Commercial Zone (RC)
Adjacent Land Uses: Residential
Project Planner: Derek Satchell
Application Date:

B. Background.

On June 29, 2000, the City Council approved, with conditions, the subdivision to combine all of Lots 7, 8, and 38 with a portion of Lot 37 in Block 26 of the Snyder's Addition to Park City Survey, into a single lot as conditioned. The approval expired on June 29, 2001. The applicant has submitted a request to extend the expiration date for an additional six months. The applicant was unable to record the document within the first year due to revisions to the original plans and an additional review of the final plat by the City. The final plat is currently being prepared for final recordation.

C. Recommendation

Staff recommends that the City Council conducts a public hearing, consider Staff's recommendation to adopt the attached ordinance for 1243 Empire Avenue extending the plat

M:\CDD\DS\COUNCIL\2001\reports\1243emp.extensionREQ.wpd approval based on the following Findings of Fact, Conclusions of Law and Conditions of approval:

Findings of Fact:

1. The property is located in the Recreational Commercial (RC) zone.
2. The amendment will combine all of Lots 7, 8, and 38 with a portion of Lot 37 in Block 26 of the Snyder's Addition to Park City Survey, into a single lot.
3. The lots are currently vacant, with the exception of several physical encroachments onto Lots 38 and 37 by the existing Sweetwater Condominium complex.
4. The existing physical encroachments of the Sweetwater Condominium complex onto the proposed platted lot have been legally addressed and shall be resolved.
5. The plat amendment will reduce density in the area from a maximum building footprint of 844 square feet for each lot (approx. 3,376 sq. ft.), to a combined maximum building footprint of 2,400 square feet.
6. Fire hydrants are necessary for proper fire protection, and the hydrants must be properly located.
7. The applicant was unable to record the proposed plat within the first year due to revisions to the original plans and an additional review of the final plat by the City.
8. The final plat is currently being prepared for recordation.

Conclusions of Law:

1. There is good cause for the amendment and the extension.
2. Neither the public nor any person will be materially injured by the proposed plat amendment.
3. The proposal is consistent with both the Park City Land Management Code Chapter 7 and Chapter 15 and State subdivision requirements.

Conditions of Approval:

1. City Attorney and City Engineer review and approval of the plat amendment for compliance with the Land Management Code and conditions of approval is a condition precedent to plat recordation.
2. No remnant lot created is separately developable.
3. A note shall be added to the plat stating that no accessory apartment shall be permitted as part of any new construction.
4. The existing physical encroachments of the Sweetwater Condominium complex onto the proposed platted lot shall be legally resolved and/or physically removed prior to the recordation of this plat.
5. A ten foot (10') no-build setback easement shall be dedicated on the plat within the first ten feet off of the northern property line between the Sweetwater Condominium complex structure and any future above-ground construction on the newly created lot.
6. A ten foot (10') non-exclusive utility and snow storage easement shall be dedicated to the City in the first ten feet off of Empire and Lowell Avenues.
7. The City Engineer shall review and approve the slope, configuration and drainage pattern of the proposed driveway fronting Empire and Lowell Avenues.

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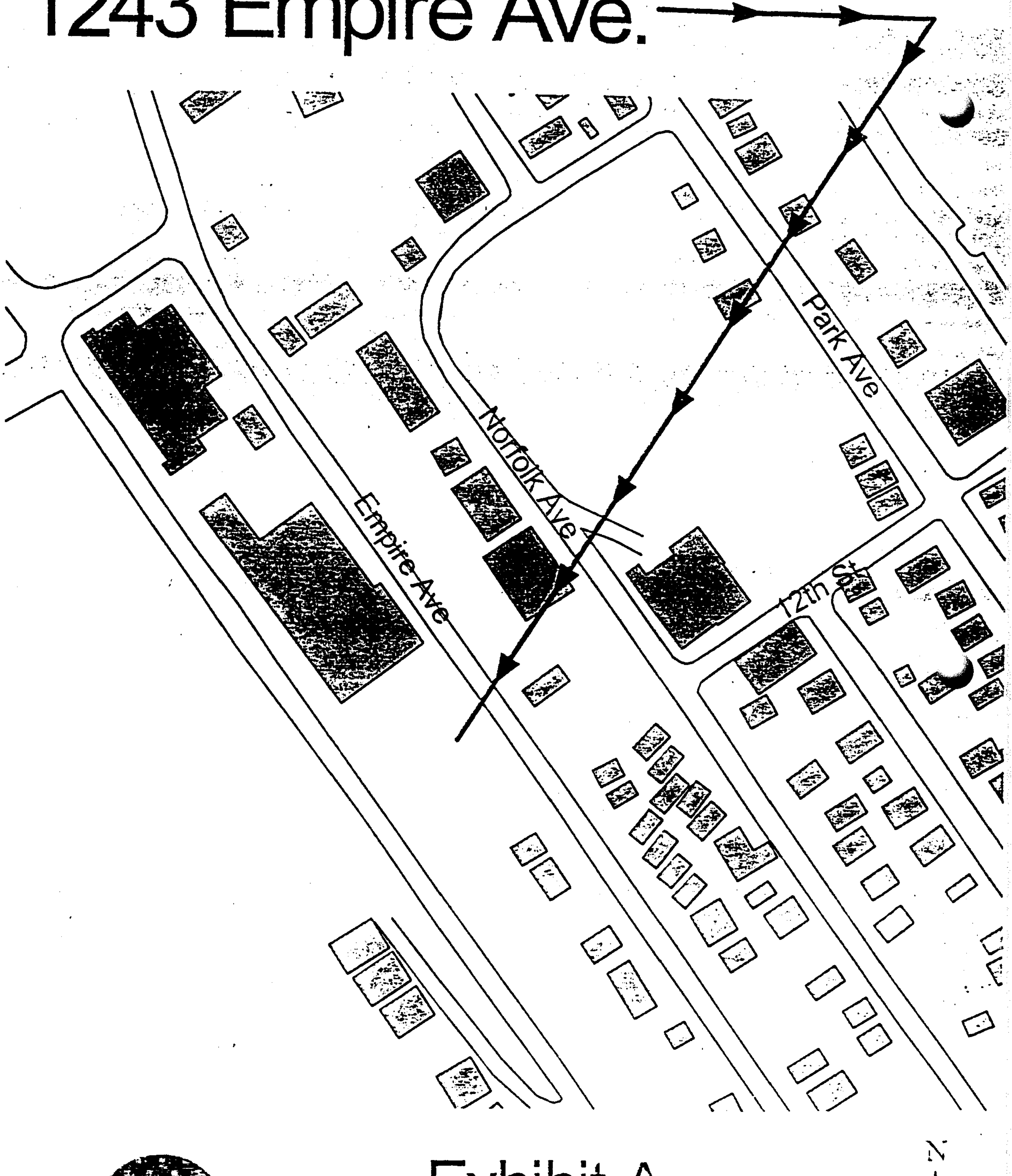
8. The applicant shall install a new fire hydrant on Empire Avenue if the existing hydrant is within 5' of any proposed driveway. This work must be accomplished in accordance with current City standards.
9. All standard conditions of approval shall apply.
10. This approval shall expire six months from the date of City Council approval, unless this plat amendment is recorded prior to that date.

EXHIBITS:

Exhibit A - Location Map
Exhibit B - Existing Plat
Exhibit C - Proposed Plat Amendment
Exhibit D - Letter of Request From Applicant
Exhibit E - Standard Conditions of Approval

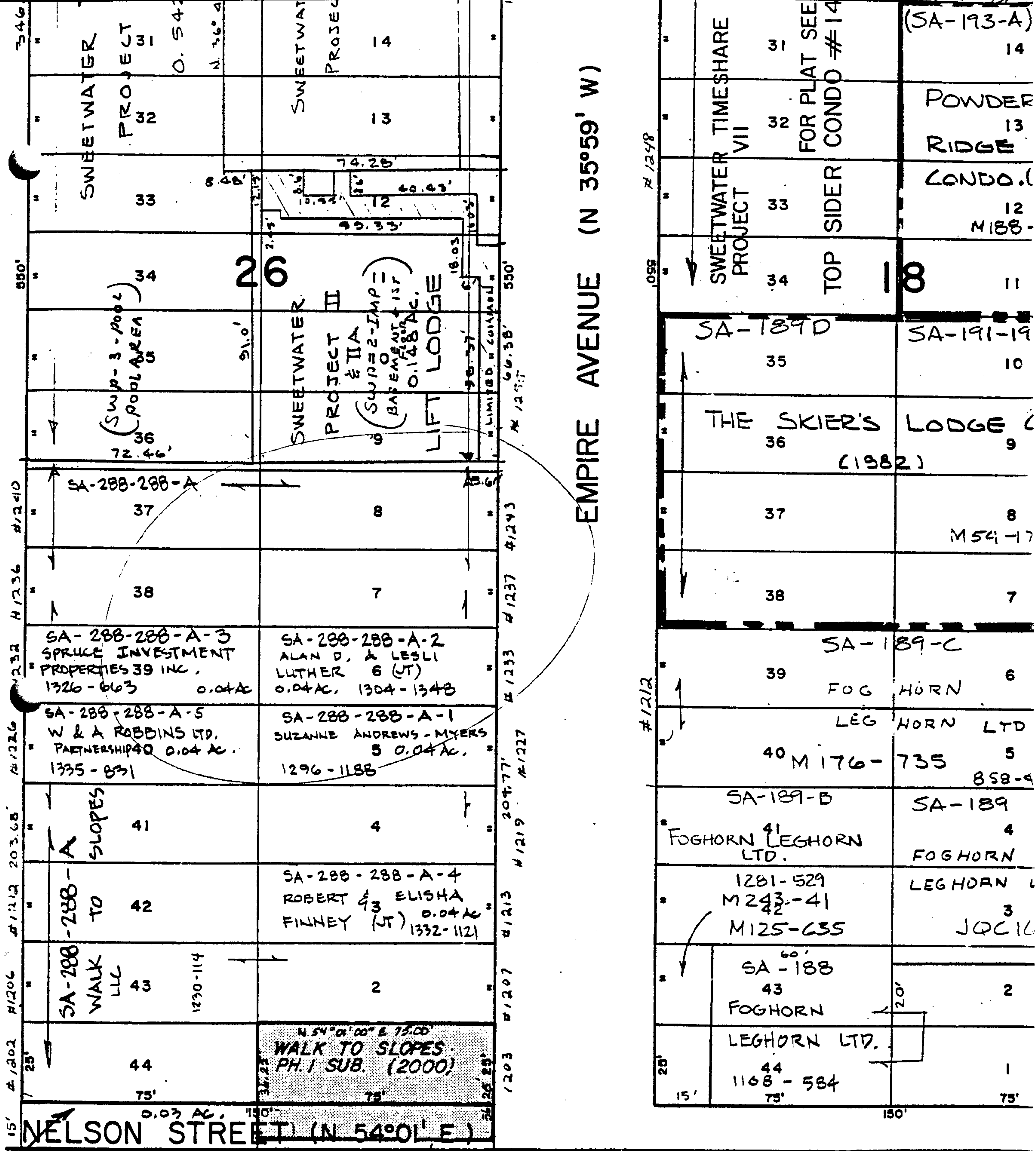
1243 Empire Ave.



PARK CITY 1884

Exhibit A
Vicinity Map

22



SUMMIT COUNTY, UTAH

SA-288-D
WALK TO SLOPES LLC
1230-116

SURVEYOR'S CERTIFICATE

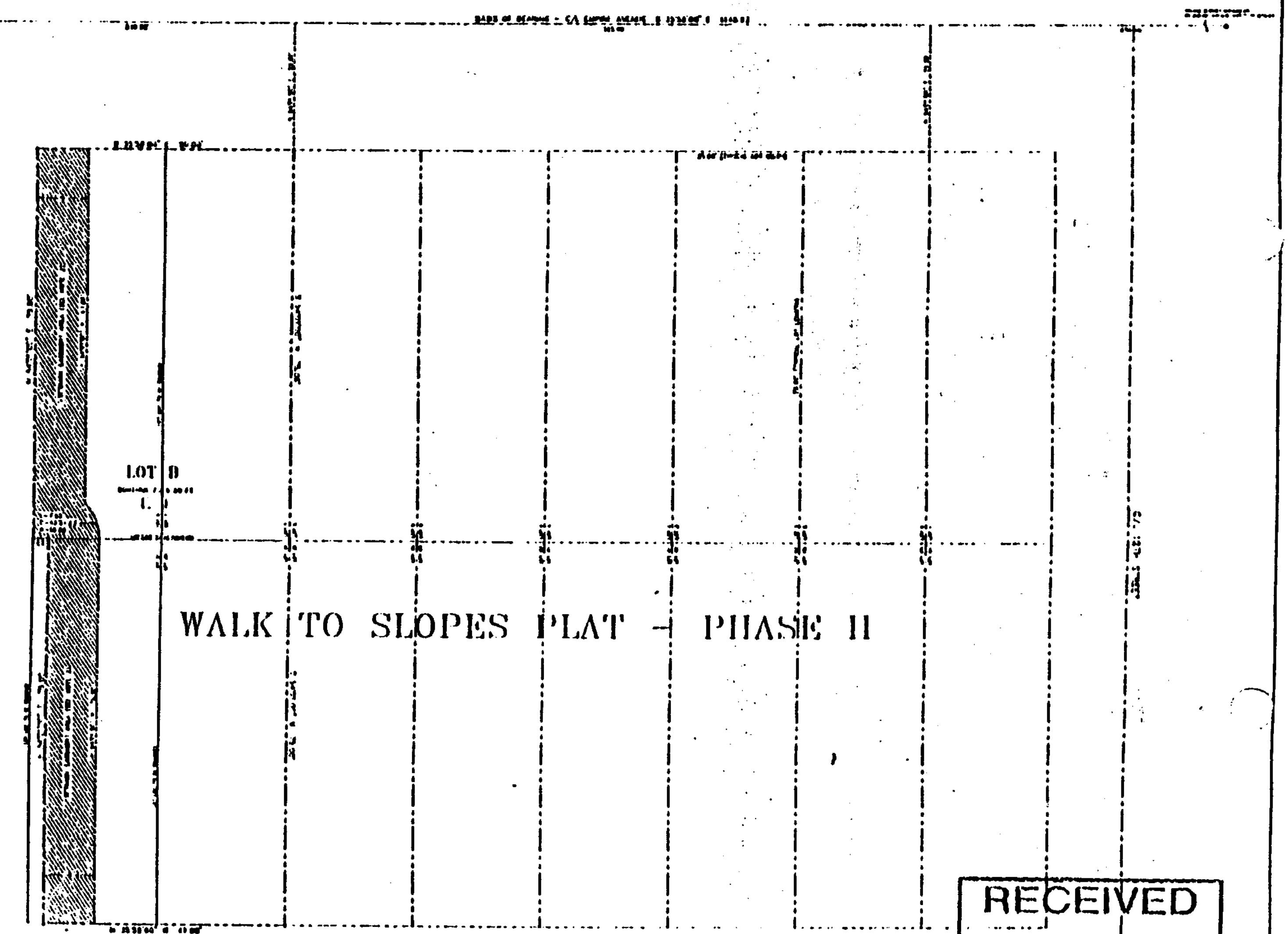
BOUNDARY DESCRIPTION

OWNER'S DEDICATION AND CONSENT TO RECORD

ACKNOWLEDGMENT

NOTES

LEGEND



LOT LINE AMENDMENT PLAT

WALK TO SLOPES PLAT - PHASE II

SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTI...	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST

RECEIVED

PARK CITY

EXHIBIT C

PROPOSED PLAT AMENDMENT

24

To: PCMC
Planning Dept.
P.O. 1480
Park City, Ut 84060

06/12/01

From: Michael Watts
3100 Crestline Dr.
Park City, Ut. 84060

Re: Walk To Slopes
Plate B Amendment
1243 Empire Ave. Park City, Ut

At this time I would like to request for a 6-month extension of this plate amendment approval. We have been working on an easement agreement between Walk to Slope and Sweet Water which has been completed and a copy has been delivered to Mark Harrington. Until this agreement was signed, we were unable to proceed in completing the plate amendment.

Thanks for your consideration in this matter

Michael Watts

Michael Watts
Walk To Slopes

RECEIVED
JUN 12 2001
PARK CITY
PLANNING DEPT.

PARK CITY
1884

Ordinance No. 01-

AN ORDINANCE AUTHORIZING AN EXTENSION TO RECORD THE WALK TO SLOPES PLAT AMENDMENT PHASE 2 TO COMBINE ALL OF LOTS 7, 8, 38 AND A PORTION OF LOT 37 IN BLOCK 26 OF THE SNYDER'S ADDITION TO THE PARK CITY SURVEY, INTO A SINGLE PLATTED LOT, LOCATED AT 1243 EMPIRE AVENUE, PARK CITY, UTAH APPROVED BY ORDINANCE NO. 00-42

WHEREAS, the owner of all of Lots 7, 8, 38 and a portion of Lot 37, in Block 26 of the Snyder's Addition to Park City Survey, have petitioned the City Council for approval of a revision to the final plat and received approval of a final subdivision plat on June 29, 2000; and

WHEREAS, the owners of the property have petitioned the City Council for an extension to record the subdivision plat.

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

SECTION 1. FINDINGS OF FACT

1. The proposed extension request was reviewed for compliance with the Land Management Code, Section 15-2.2 (HR-1 Zoning District), Chapter 15 (Subdivision regulations), and Section 15-1.11(c) (Plat approval). The property is part of the RC zone and the subdivision plat is consistent with the Park City General Plan, as amended.

2. The original approval expires on June 29, 2001. The applicant submitted an extension request on June 12, 2001.

3. The applicant stipulates to all conditions of approval.

SECTION 2. CONCLUSIONS OF LAW:

1. The plat as submitted, reviewed and approved by the City Council on August 9, 2001 complies with the Land Management Code, Sections 15-1-11(c) - Plat Approval and Section 15-2.2 (HR-1 Zoning District).

2. The plat as submitted and reviewed by the City Council on August 9, 2001, is consistent with the Park City General Plan, as amended.

3. A six month extension request is reasonable given the complexity of the project and extent of improvements, location in the historic district, and the condition requiring Historic District Commission approval of the driveway design prior to recording the plat.

SECTION 3. CONDITIONS OF APPROVAL:

1. The City Council conditions of approval for The Walk to Slopes plat amendment Phase II, approved by the Council on June 29, 2000, are in full force and effect.

2. All Standard Project Conditions shall apply.

3. Any changes or modifications affecting the original plat approval shall require Planning Commission review and approval and final approval by the City Council.

4. The new expiration date for the Walk to Slopes plat amendment Phase II is February 9, 2002.

SECTION 4. EFFECTIVE DATE. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 9th day of August, 2001.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Bradley A. Olch

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
Mark D. Harrington, City Attorney

PARK CITY MUNICIPAL CORPORA[illegible]N
STANDARD PROJECT CONDITIONS

1.The applicant is responsible for compliance with all conditions of project approval.

2.The proposed project is approved as indicated on the final approved plans, except as modified by additional conditions imposed by th Planning Commission at the time of the hearing. The proposed project shall be in accordance with all adopted codes and o[illegible]ance including, but not necessarily limited to: the Land Management Code (including Chapter 9, Architectural Review); Uniform Bu[illegible]g, Fi and related Codes (including ADA compliance); the Park City Design Standards, Construction Specifications, and Standard Drawing (including any required snow storage easements); and any other standards and regulations adopted by the City Engineer and all board commissions, agencies, and officials of the City of Park City.

3.A building permit shall be secured for any new construction or modifications to structures, including interior modifications, authorize by this permit.

4.All construction shall be completed according to the approved plans on which building permits are issued. Approved plans include a site improvements shown on the approved site plan. Site improvements shall include all roads, sidewalks, curbs, gutters, drains, drainag works, grading, walls, landscaping, lighting, planting, paving, paths, trails, public necessity signs (such as required stop signs), and simil improvements, as shown on the set of plans on which final approval and building permits are based.

5.All modifications to plans as specified by conditions of approval and all final design details, such as materials, colors, windows, door trim dimensions, and exterior lighting shall be submitted to and approved by the Community Development Department, Plannin Commission, or Historic District Commission prior to issuance of any building permits. Any modifications to approved plans after th issuance of a building permit, must be specifically requested and approved by the Community Development Department, Plannin Commission and/or Historic District Commission in writing prior to execution.

6.Final grading, drainage, utility, erosion control and re-vegetation plans shall be reviewed and approved by the City Engineer prior t commencing construction. Limits of disturbance boundaries and fencing shall be reviewed and approved by the Community Developme Department. Limits of disturbance fencing shall be installed, inspected, and approved prior to building permit issuance.

7.An existing conditions survey identifying existing grade shall be conducted by the applicant and submitted to the Communi Development Department prior to issuance of a footing and foundation permit. This survey shall be used to assist the Communi Development Department in determining existing grade for measurement of building heights, as defined by the Land Management Coc

8.A Construction Mitigation Plan (CMP), submitted to and approved by the Community Development Department, is required prior to an construction. A CMP shall address the following, including but not necessarily limited to: construction staging, phasing, storage o materials, circulation, parking, lights, signs, dust, noise, hours of operation, re-vegetation of disturbed areas, service and delivery, tras pick-up, re-use of construction materials, and disposal of excavated materials. Construction staging areas shall be clearly defined ar placed so as to minimize site disturbance. The CMP shall include a landscape plan for re-vegetation of all areas disturbed durin construction, including but not limited to: identification of existing vegetation and replacement of significant vegetation or tre[illegible]ove during construction.

9.Any removal of existing building materials or features on historic buildings, shall be approved and coordinated by the Plannin Department prior to removal.

10.The applicant and/or contractor shall field verify all existing conditions on historic buildings and match replacement elements an materials according to the approved plans. Any discrepancies found between approved plans, replacement features and existing element must be reported to the Planning Department for further direction, prior to construction.

11.Final landscape plans, when required, shall be reviewed and approved by the Community Development Department prior to issuanc of building permits. Landscaping shall be completely installed prior to occupancy, or an acceptable guarantee, in accordance with the Lan Management Code, shall be posted in lieu thereof. A landscaping agreement or covenant may be required to ensure landscaping i maintained as per the approved plans.

12.All proposed public improvements, such as streets, curb and gutter, sidewalks, utilities, lighting, trails, etc. are subject to review an approval by the City Engineer in accordance with current Park City Design Standards, Construction Specifications and Standard Drawings All improvements shall be installed or sufficient guarantees, as determined by the Community Development Department, posted prior t occupancy.

13.The Snyderville Basin Sewer Improvement District shall review and approve the sewer plans, prior to issuance of any building plans A Line Extension Agreement with the Snyderville Basin Sewer Improvement District shall be signed and executed prior to building permi issuance. Evidence of compliance with the District's fee requirements shall be presented at the time of building permit issuance.

14.The planning and infrastructure review and approval is transferrable with the title to the underlying property so that an approved projec may be conveyed or assigned by the applicant to others without losing the approval. The permit cannot be transferred off the site on whic the approval was granted.

15.When applicable, access on state highways shall be reviewed and approved by the State Highway Permits Officer. This does not impl that project access locations can be changed without Planning Commission approval.

16.Vesting of all permits and approvals terminates upon the expiration of the approval as defined in the Land Management Code, or upo termination of the permit.

17.No signs, permanent or temporary, may be constructed on a site or building without a sign permit, approved by the Co[illegible]munit Development Department. All multi-tenant buildings require an approved Master Sign Plan prior to submitting individual sig[illegible]mits.

November 5, 1999

PARK CITY

1884

CITY COUNCIL REPORT

DATE: August 9, 2001
DEPARTMENT: Planning Department
TITLE: 1259 Norfolk Avenue Subdivision
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Staff recommends that the City Council review the proposed subdivision plat, conduct a public hearing and consider approving it according to the findings of fact, conclusions of law and conditions of approval outlined in this staff report.

A. Summary.

Applicant:	Richard Kerr
Location:	1259 Norfolk Avenue
Zoning:	Historic Residential (HR-1)
Adjacent Land Uses:	Residential
Date of Application:	May 30, 2001
Project Planner:	Ray Milliner

B. Background.

The applicant proposes to subdivide lots 15, 16, and 17 of Block 18 of the Snyder's Addition to the Park City Survey into two lots of approximately 3,300 (lot 1) and 2,325 (lot 2) square feet. The property has an existing historic structure on lot 1. The applicant intends to reconfigure the historic home on lot 1 and renovate it, leaving lot 2 available for future development. The application was reviewed by the Planning Commission at the July 18, 2001 meeting, and a positive recommendation was made. A Historic District Design Review application is currently being reviewed by the Historic District Commission for the renovation of the historic home. An existing two foot (2') utility easement runs along the north end of the property (lot 2), the easement is noted on the proposed plat.

C. Analysis

The property is zoned HR-1, Historic Residential. Renovations of existing historic structures are permitted in this zone provided that all plat issues and interior lot lines are resolved through the Plat Amendment process. The historic structure currently rests on proposed lot 1 one foot six inches (1' 6") from the new lot line. To approve the subdivision with the home in this location, would create a non-complying structure as it would not meet the minimum side yard setbacks of three feet (3') in the HR-1 zone. To mitigate this problem the applicant has proposed to move the structure from its current location to a place on the lot where it would meet the minimum side yard requirements of the LMC. Staff finds this solution is acceptable but is recommending that the approval be conditioned to require that recording of the plat take place between the time that the house is moved and the issuance of a certificate of occupancy by the Building Department. If the proposed renovations to the building are not approved by the Historic District Commission and carried out by the applicant, the plat will be null and void.

Because the existing home is historic, the it is exempt from the off-street parking and setback requirements in Chapter 2 of the Land Management Code, so long as no additional dwelling units or lock-out units are created. None are currently proposed as part of the HDC design review. Parking for proposed lot 2 will be required to meet all requirements in the LMC prior to any construction. Access to the property is off Norfolk Avenue and would not change as a result of this plat amendment.

E. NOTICE

Notice of this hearing was sent to property owners within 300' on June 25, 2001. A formal comment was filed by telephone by a neighbor who is concerned about the negative impacts of the proposal on the neighborhood.

F. DEPARTMENT REVIEW

The Community Development Department has reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with State Law prior to recording. The request was discussed at a Staff Review Meeting on June 19, 2001, where representatives from local utilities and City Staff were in attendance.

G. RECOMMENDATION

Staff recommends that the City Council review the proposed subdivision plat, conduct a public hearing and consider approving it according to the following findings of fact, conclusions of law and conditions of approval:

Findings of Fact:

1. The property is located in the Historic Residential (HR-1).
2. The HR-1 District is characterized by a mix of small historic structures and larger contemporary residences.
3. The amendment will divide lots 15, 16 and 17 of Block 18 of the Snyder's Addition to the Park City Survey into two (2) platted lots.
4. The proposed lot size for lot 1 will be 3,300 square feet.
5. The proposed lot size for lot 2 will be 2,325 square feet.
6. The project is on Norfolk Avenue with dense residential uses.
7. Minimal construction staging area is available along Norfolk Avenue.
8. A two foot (2') non-exclusive easement was granted by the property owner for the running of water, sewer and utility lines to Norfolk Avenue on August 1, 1991.
9. The required side yard setback for both lots is three feet (3').
10. In its current location the historic home would have a one foot six inch (1' 6") side yard setback.
11. The applicant has agreed to move the home to a location where it will meet the setback requirements prior to recordation of the plat.
12. The plat amendment will potentially reduce the density of the property by one unit.
13. The Planning Commission forwarded a positive recommendation to the City Council on July 18, 2001.

14. The Historic District Commission is currently reviewing the applicant's proposed modifications to the existing historic home.

Conclusions of Law:

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

Conditions of Approval:

1. The City Attorney and City Engineer review and approval the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.
2. Prior to recording the plat, the applicant must move the historic structure on lot 1 to a location where it meets all HR-1 setback requirements in the Land Management Code, if this requirement is not met, this approval and the plat will be void.
3. Prior to receipt of a certificate of occupancy, for a structure on either lot, the applicant must have recorded this subdivision plat.
4. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one years time, this approval and the plat will be void.
5. A note shall be added to the plat stating that no accessory apartment shall be permitted as part of the historic structure renovation.
6. No further subdivision of the property is allowed.

H. Exhibits

Exhibit A - Proposed Ordinance
Exhibit B - Existing Conditions Map
Exhibit C - Proposed Subdivision

PARK CITY
1884

Ordinance No. 01-

AN ORDINANCE APPROVING AN AMENDMENT TO THE SNYDER'S ADDITION TO THE PARK CITY PLAT TO SUBDIVIDE LOTS 15, 16, AND 17 OF BLOCK 18 INTO 2 LOTS.

WHEREAS, the owner, Richard Kerr, of the property known as 1251Norfolk Avenue, have petitioned the City Council for approval of a subdivision plat; and

WHEREAS, proper notice was sent and the property posted according to requirements of the Land Management Code and State Law; and

WHEREAS, on July 18, 2001 the Planning Commission held a public hearing to receive public input on the proposed plat amendment and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed plat amendment allows the property owner to consolidate three lots into two lots of record; and

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

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

SECTION 1. FINDINGS OF FACT. The above recitals are hereby incorporated as findings of fact. The following are also adopted by City Council as findings of fact:

1. The property is located in the Historic Residential (HR-1).
2. The HR-1 District is characterized by a mix of small historic structures and larger contemporary residences.
3. The amendment will divide lots 15, 16 and 17 of Block 18 of the Snyder's Addition to the Park City Survey into two (2) platted lots.
4. The proposed lot size for lot 1 will be 3,300 square feet.
5. The proposed lot size for lot 2 will be 2,325 square feet.
6. The project is on Norfolk Avenue with dense residential uses.
7. Minimal construction staging area is available along Norfolk Avenue.
8. A two foot (2') non-exclusive easement was granted by the property owner for the running of water, sewer and utility lines to Norfolk Avenue on August 1, 1991.
9. The required side yard setback for both lots is three feet (3').
10. In its current location the historic home would have a one foot six inch (1' 6") side yard setback.
11. The applicant has agreed to move the home to a location where it will meet the setback requirements prior to recordation of the plat.
12. The plat amendment will potentially reduce the density of the property by one unit.
13. The Planning Commission forwarded a positive recommendation to the City Council on July 18, 2001.
14. The Historic District Commission is currently reviewing the applicant's proposed modifications to the existing historic home.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:

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

SECTION 3. CONDITIONS OF APPROVAL. The proposed subdivision plat attached as Exhibit B is hereby adopted with the following Conditions of Approval:

1. The City Attorney and City Engineer review and approval the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.
2. Prior to recording the plat, the applicant must move the historic structure on lot 1 to a location where it meets all HR-1 setback requirements in the Land Management Code, if this requirement is not met, this approval and the plat will be void.
3. Prior to receipt of a certificate of occupancy, for a structure on either lot, the applicant must have recorded this subdivision plat.
4. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one years time, this approval and the plat will be void.
5. A note shall be added to the plat stating that no accessory apartment shall be permitted as part of the historic structure renovation.
6. No further subdivision of the property is allowed.

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

PASSED AND ADOPTED this 9th day of August, 2001.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Bradley A. Olch

Attest:

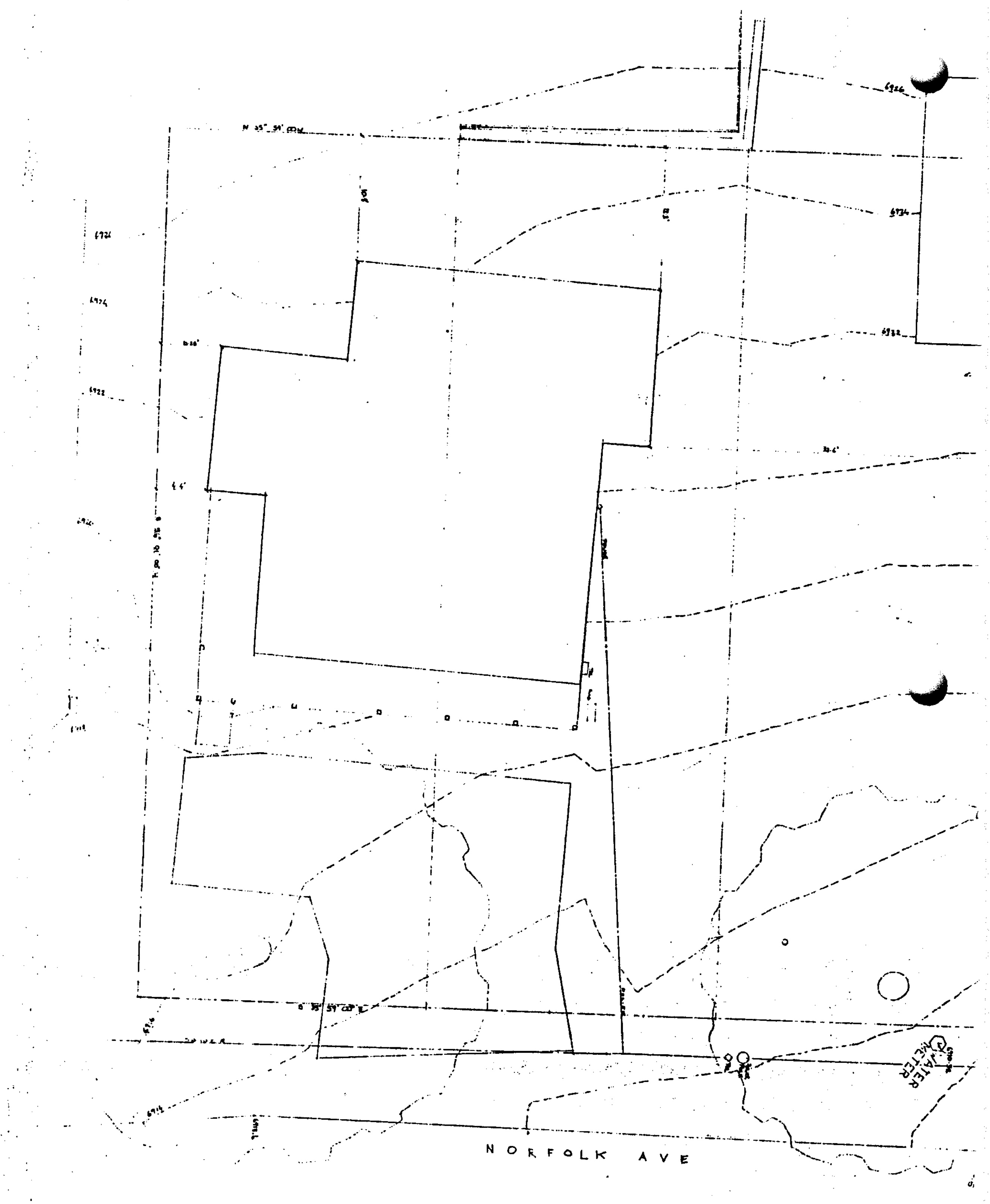
____

Janet M. Scott, City Recorder

Approved as to form:

____

Mark D. Harrington, City Attorney



34

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and this lot line amendment plat was prepared under my direction in accordance with the requirements of the Park City Municipal Corporation. I further certify that this plat accurately represents the surveyed property.

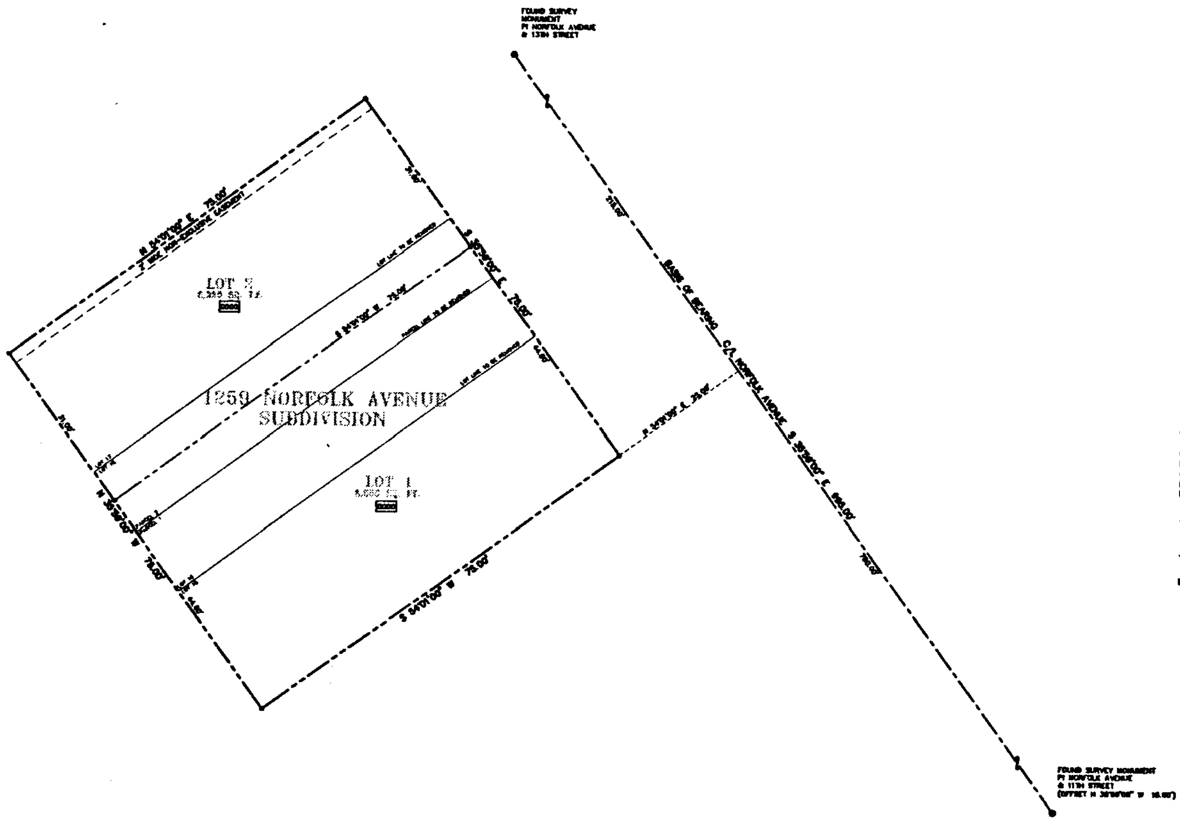
______________________ John Demkowicz ______________________ Date

REGISTERED LAND SURVEYOR
No. 154491
JOHN
DEMKOWICZ
State of Utah

BOUNDARY DESCRIPTION

PARCEL 1:
ALL OF LOT 15 AND THE SOUTHERLY HALF OF LOT 16 WHICH PARALLELS AND LIES ADJACENT TO LOT 17, BLOCK 18, SNYDER'S ADDITION TO PARK CITY, AS RECORDED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

PARCEL 2:
ALL OF LOT 17 AND THE NORTHERLY HALF OF LOT 16, WHICH PARALLELS AND LIES ADJACENT TO LOT 17, BLOCK 18, SNYDER'S ADDITION TO PARK CITY, AS RECORDED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.



OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned Janeth Jarrine Kerr, as to an undivided half interest, and Richard James Kerr and Janeth Jarrine Kerr, husband and wife, as joint Tenants, as to an undivided half interest, the owners of the herein described tract of land to be known hereafter as the 1259 NORFOLK AVENUE SUBDIVISION, hereby consents to the recordation of this Subdivision Replat in accordance with Utah law.

ALSO, the owner or their representative, hereby irrevocably offer for dedication to the City of Park City all the streets, land for local government uses, easements, parks, and required utilities and easements shown on the plat and construction drawings in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set her hand this ______ day of ______________, 2001.

____
Janeth Jarrine Kerr, Owner

____
Richard James Kerr, Owner

ACKNOWLEDGMENT

STATE OF ______________

COUNTY OF ______________

On this ________ day of ______________, 2001, Janeth Jarrine Kerr and Richard James Kerr personally appeared before me, the undersigned Notary Public in and for said state and county, who after being duly sworn, acknowledged to me that they are the owners of the herein described tract of land and that they have signed the above and foregoing Owner's Dedication and Consent to Record freely and voluntarily.

Trust for the purpose set forth herein.

______________________ Notary Public

My Commission Expires: ______________

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NOTES

1. INTERIOR LOT LINES COMMON TO LOTS 15, 16, AND 17 ARE TO BE REMOVED.

2. THE INTERIOR PARCEL LINE BETWEEN PARCEL 1 AND PARCEL 2 IS TO BE REMOVED.

3. [0000] STREET ADDRESS

LEGEND

● FOUND SURVEY MONUMENT

○ PROPERTY CORNER TO BE SET

10' 0 10' 20'

A RESUBDIVISION OF LOTS 15, 16, AND 17, BLOCK 18, SNYDER'S ADDITION

1259 NORFOLK AVENUE SUBDIVISION

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

Alliance Engineering	SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
(435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS ______ DAY OF __________, 2001 A.D. BY ______________ S.B.S.I.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF __________, 2001 A.D. BY ______________ CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF __________, 2001 A.D. BY ______________ PARK CITY ENGINEER	APPROVED AS TO FORM THIS ____ DAY OF __________, 2001 A.D. BY ______________ CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF __________, 2001 A.D. BY ______________ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF ______ 2001 A.D. BY ______________ MAYOR	FILE: \Sa\dwg\srv\plat00\051100 STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF ______________ DATE ____ TIME ____ BOOK ____ PAGE ____ ____ FEE ______________ RECORDER

RECEIVED
MAY 30 2001
PARK CITY
PLANNING DEPT.

PARK CITY
1884

CITY COUNCIL REPORT

DATE: **August 9, 2001**
DEPARTMENT: **Planning Department**
TITLE: **Fireside III - Condominium Conversion**
TYPE OF ITEM: **Final Record of Survey Plat**

SUMMARY RECOMMENDATIONS: Hold a public hearing, consider any input, and consider approving the final record of survey plat for the Fireside III Condominiums.

A. Description

Applicant:	Michael Todd / Diane Doilney
Location:	Fireside III Condos - 1630 & 1640 Upper Iron Horse Dr. Bldgs. J, K, L, M
Proposal:	Record of Survey Plat
Zoning:	Estate (E)
Adjacent Land Uses:	Iron Horse Condos, North Horse Apartments (LI), Undeveloped Estate (E),
Date of Application:	May 31, 2001
Project Planner:	Jonathan Weidenhamer

B. Background

This application was reviewed by the Planning Commission on July 11, 2001, at which time a unanimous vote forwarded a recommendation to approve the application. A public hearing was held and no input was received.

On July 6, 1983, the Planning Commission approved a Conditional Use Permit (CUP) for a 48 unit Moderate Income proposal, known as the Fireside Phase of the Iron Horse Condominiums. Twenty four of these units have been previously sold individually as condominiums and recorded as the First Supplemental Record of Survey of Iron Horse Condominiums No. 1 (Fireside Phase). The current application is a request for a final condominium record of survey plat for the remaining 24 units to change the form of ownership to condominiums. A final record of survey must be recorded with the County in order for the current owner to sell ownership interests in this building to other parties (Exhibit A).

This project was originally approved as moderate income or employee housing. A Regulatory Agreement between the Park City Housing Authority, the owners (Doilneys), and Zions Bank was recorded which assigned terms regulating the use as low to moderate income housing. At this time, the applicant has satisfied all terms of that Regulatory Agreement, and has been released from any obligation under that specific agreement. Additionally, impact fees at the time of initial building permits were waived because this project was considered moderate income housing. The Park City Attorney has determined at this time that all outstanding fees have been paid in full.

C. Analysis

The condominium record of survey plat will allow the individual units to be sold separately. At this time the applicant's proposal is supported by the staff. The need for a pedestrian connection between the condominium units and Bonanza Drive was discussed. However, due to the configuration of the common areas and the relationship to adjacent properties, such an easement is not practical at this time. Staff is also requesting a public access easement across the portion of Iron Horse Loop that is private property. Additionally, a public improvement guarantee has been requested by the City Engineer as a condition to Plat Amendment. Conditions of approval addresses these requests. Additionally, staff is requesting a condition of approval requiring a building inspection of each individual unit at the time of sale to ensure compliance with Municipal and building codes.

D. Department Review

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

E. Notice

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

F. Public Input

Staff has not received any public comment on this proposal.

G. Significant Impacts

The proposal results in a record of survey plat that allows individual ownership of each unit. No external or internal changes to the structures are proposed.

H. Consequences of Not Taking the Recommended Action

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

I. Recommendation

Hold a public hearing, consider any input, and consider approving the final record of survey plat for the Fireside III Condominiums based on the following:

<u>Findings of Fact:</u>

1. The property is located in the Estate (E) zoning district.
2. The proposed plat changes the type of ownership of this property to condominium ownership.
3. The project consists of 24 residential condominium units and associated common areas.
4. This project was originally approved as low to moderate income or employee housing.
5. All development fees were waived at the time of initial construction.
6. At the time of original approval a Regulatory Agreement between the Park City Housing Authority, the owners and Zions Bank was recorded which assigned terms insuring low income housing.

7. At this time, the applicant has satisfied all terms of that Regulatory Agreement regarding occupancy restrictions, and has been released from its obligation.
8. Impact fees at the time of initial building permits were waived because this project was considered moderate income housing.
9. The Park City Attorney has determined at this time that all outstanding fees have been paid in full.
10. This application was reviewed by the Planning Commission on July 11, 2001, at which time a unanimous vote forwarded a recommendation to approve the application. A public hearing was held and no input was received.

Conclusions of Law:
1. There is good cause for this record of survey plat as the units can be sold separately.
2. The plat is consistent with the Park City Land Management Code and applicable State law regarding record of survey plats.
3. As conditioned, neither the public nor any person will be materially injured by the proposed record of survey plat.
4. Approval of the plat, subject to the conditions of approval, does not adversely affect the health, safety and welfare of the citizens of Park City.

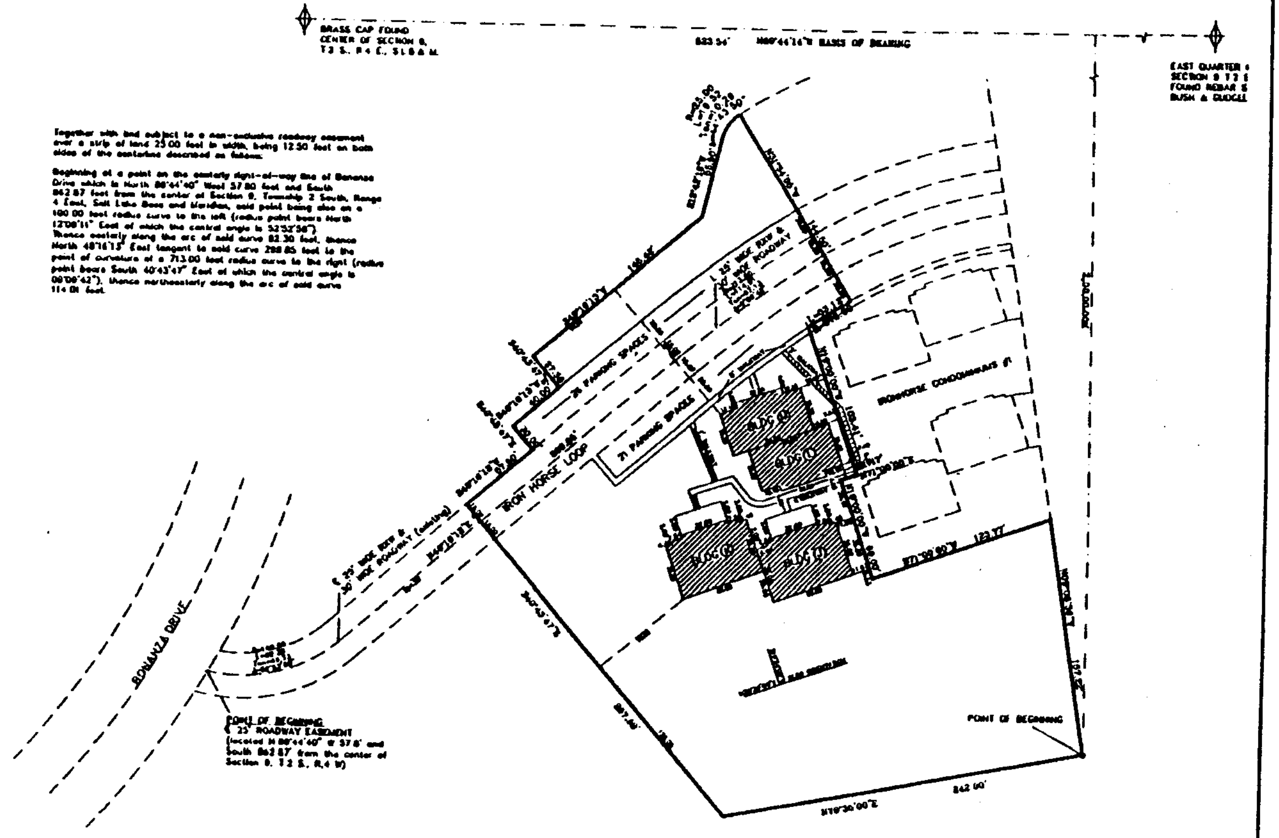
Conditions of Approval:
1. The City Attorney and City Engineer will review and approve the final form and content of the plat and the Conditions, Covenants and Restrictions (CC&R's), for compliance with State law, the Land Management Code, and the conditions of approval, prior to recording the plat.
2. All standard project conditions will apply.
3. The applicant will record the final record of survey plat at the County within one year from the date of City Council approval. If recording has not occurred within the one year's time, this approval and the plat will be void.
4. A financial guarantee for the value of all public improvements and landscaping to be completed shall be provided to the City prior to plat recording. All public improvements shall be completed according to City standards and accepted by the City Engineer prior to release of this guarantee.
6. A public access easement shall be dedicated over Iron Horse Loop
7. Prior to conversion to private ownership of each individual unit, a building inspection must be scheduled to verify compliance with Municipal and Building Codes.

EXHIBITS
Exhibit A - Proposed Record of survey plat
Exhibit B - Proposed Ordinance

M:\CDD\Jon\CityCouncil\council01\plats\firesideIIIcondoconv.wpd

FIRESIDE III CONDOMINUMS

A UTAH CONDOMINIUM PROJECT
LOCATED IN SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



Together with and subject to a non-exclusive roadway easement over a strip of land 25.00 feet in width, being 12.50 feet on both sides of the centerline described as follows:

Beginning at a point on the easterly right-of-way line of Bonanza Drive which is North 88°44'40" West 57.80 feet and South 862.87 feet from the center of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being also on a 100.00 feet radius curve to the left (radius point bears North 12°08'11" East of which the central angle is 52°52'56"). Thence easterly along the arc of said curve 82.30 feet, thence North 48°16'13" East tangent to said curve 298.85 feet to the point of curvature of a 713.00 feet radius curve to the right (radius point bears South 40°43'47" East of which the central angle is 00°09'42"), thence northeasterly along the arc of said curve 114.01 feet.

ALL BUILDING FOUNDATION TIES ARE PERPENDICULAR TO THE BOUNDARY LINE

ALL COMMON AREA IS HEREBY DEDICATED A A NON-EXCLUSIVE EASEMENT TO PARK CITY MUNICIPAL CORPORATION, SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT, PARK CITY FIRE PROTECTION DISTRICT AND SUMMIT COUNTY FOR THE PURPOSE OF PROVIDING ACCESS FOR UTILITY INSTALLATION, USE AND EVENTUAL REPLACEMENT.

ON-SITE DRAINAGE SYSTEM IS TO BE PRIVATELY MAINTAINED BY HOMEOWNERS ASSOCIATION.

BOLLWINKEL ENGINEERING AND LAND SURVEYING CORPORATION
P.O. BOX 521962, Salt Lake City, Utah 84152-1962
Phone: (801) 485-0450, Fax: (801) 463-1406

SURVEYOR'S CERTIFICATE

I, John Jay Bollwinkel, do hereby certify that I am a Registered Civil Engineer, and Land Surveyor, and that I hold certificate No. 145707, as prescribed under the laws of the State of Utah. I further certify that at the request of the Declarant identified in this First Supplemental Record of Survey Map, I made a Survey of the land shown on this First Supplemental Record of Survey map, consisting of three (3) pages, to the best of my knowledge and belief, is accurate and complies with the provisions of section 57-8-13 (1) of the Utah Code Annotated, as amended to date. I further certify that building locations are as shown on the plat.

BOUNDARY DESCRIPTION

Beginning at a point 828.94 feet South 88°44'14" East and 804.61 feet South from the center of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, thence North 00°08'30" West 137.22 feet to the Southeast corner of Ironhorse Condominium Number 1, thence South 71°00'00" West 123.77 feet, thence North 19°00'00" West 88.0 feet, thence North 71°00'00" East 11.47 feet, thence North 19°00'00" West 103.41 feet to a point on a 678.00 foot curve to the right, thence Northeasterly along the arc of said curve 33.12 feet (radius line to said point bears South 34°22'00" East), thence North 31°34'00" West 144.80 feet to the point on a 25 foot radius curve to the left thence Southwesterly along the arc of said curve 18.52 feet (radius line to said point bears South 30°35'32" East) to the point of tangency, thence South 13°42'16" West 66.8 feet, thence South 48°16'13" West 146.43 feet, thence South 40°43'47" East 27.38 feet, thence South 48°16'13" West 40.0 feet, thence South 40°43'47" East 30.0 feet, thence South 48°16'13" West 57.3 feet, thence South 40°43'47" East 267.06 feet, thence North 70°35'00" East 242.00 feet to the point of beginning. Contains 2.1166 acres.

JOHN JAY BOLLWINKEL 145707 PROFESSIONAL ENGINEER AND LAND SURVEYOR STATE OF UTAH

DECLARANT'S CERTIFICATE

We, James A. Dulbey and Diane M. Dulbey, husband and wife and Michael J. Todd are the owners of the property described herein, hereby consent to the recordation of this record of survey map of Fireside Condominiums and pursuant to the terms of the declaration of Fireside Condominiums do hereby submit the describe property to the provisions of the Utah Condominium Ownership Act.

James A. Dulbey, husband ______ Date

Diane M. Dulbey, wife ______ Date

Michael J. Todd, individual ______ Date

ACKNOWLEDGMENT

STATE OF UTAH
County of ______ S.S.

On this ______ day of ______ A.D., 20__ personally appeared before me, the undersigned Notary Public, in and for said County of ______ in said State of Utah, the signers of the above Declarant's Certificate, three in number, who duly acknowledged to me that they signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES ______ NOTARY PUBLIC

FIRESIDE III CONDOMINUMS

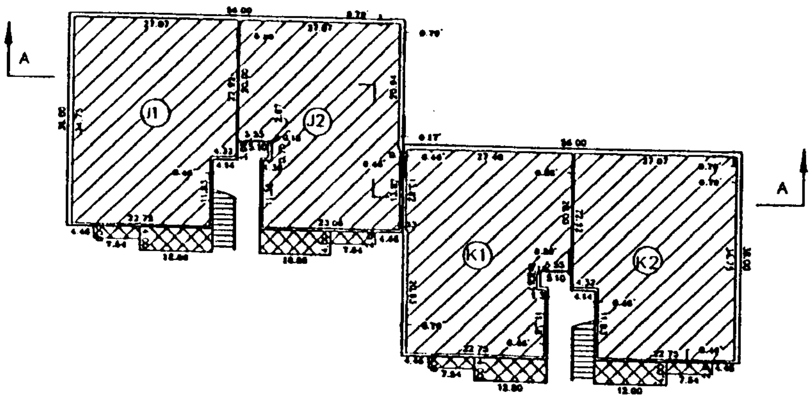
A UTAH CONDOMINIUM PROJECT
LOCATED IN SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
	APPROVED THIS ____ DAY OF ____ A.D. 20__ BY THE PARK CITY PLANNING COMMISSION		APPROVED AS TO FORM THIS ____ DAY OF ____ A.D. 20__		APPROVED AND ACCEPTED BY THE PARK CITY COUNCIL THIS ____ DAY OF ____ A.D. 20__	STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF ____ DATE ____ TIME ____ BOOK ____ PAGE ____ FEE $ ____ SUMMIT COUNTY RECORDER

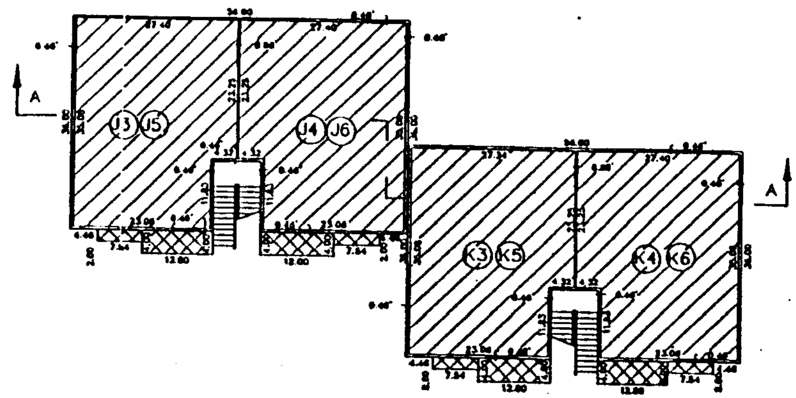
RECEIVED
MAY 2001
PARK CITY

EXHIBIT A

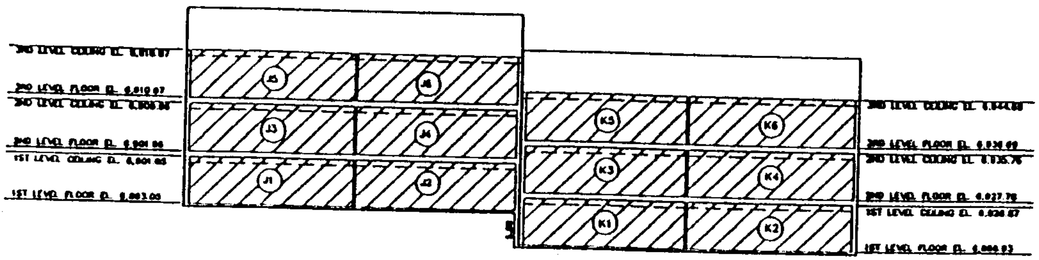
39



1ST LEVEL FLOOR PLAN, BLDG J & K
SCALE 1" = 10'



2ND & 3RD LEVEL FLOOR PLAN, BLDG J & K
SCALE 1" = 10'



CROSS SECTION A–A
SCALE 1"=10'

NOTE: ———— INDICATES BATH ROOM, STORAGE, HALL WASHING & DRYER ROOM, DROPPED CEILING TO 7 FEET

NOTE: BUILDING SURFACES SHOWN ARE TO FINISHED SURFACES.

BENCH MARK – SPIKE IN R.R. TIE NEXT TO SWITCH ON SPUR LINE LOCATED WEST OF ANDERSON LUMBER C.L. ELEV. = 6815.40

OWNERSHIP LEGEND

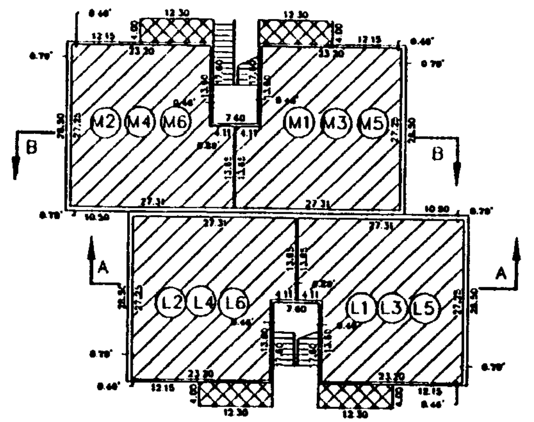
DENOTES PRIVATE OWNERSHIP (HATCHED)

DENOTES LIMITED COMMON AREAS (CROSS HATCHED)

DENOTES COMMON AREAS (STAIRS AS ILLUSTRATED ARE PART OF COMMON AREA)

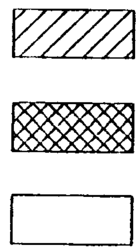
FIRESIDE III CONDOMINUMS
SHEET 2 OF 3 SHEETS

RECORDED #
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF
DATE ____ TIME ____ BOOK ____ PAGE ____
FEE $ ____ SUMMIT COUNTY RECORDER



1ST, 2ND & 3RD LEVEL FLOOR PLAN, BLDG L & M
SCALE 1" = 10'

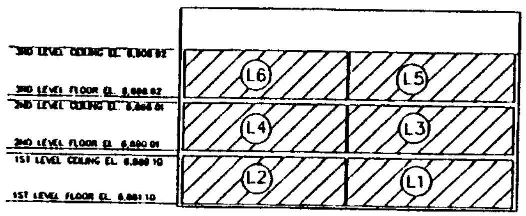
OWNERSHIP LEGEND



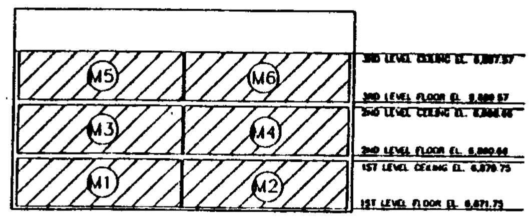
DENOTES PRIVATE OWNERSHIP (HATCHED)

DENOTES LIMITED COMMON AREAS (CROSS HATCHED)

DENOTES COMMON AREAS (STAIRS AS ILLUSTRATED ARE PART OF COMMON AREA)



CROSS SECTION A-A
SCALE 1"=10'



CROSS SECTION B-B
SCALE 1"=10'

NOTE: BUILDING SURFACES SHOWN ARE TO FINISHED SURFACES

BENCH MARK = SPIKE IN R.R. TIE NEXT TO SWITCH ON SPUR LINE LOCATED WEST OF ANDERSON LUMBER CO. ELEV = 6615.40

FIRESIDE IIICONDOMINUMS
SHEET 3 OF 3 SHEETS

RECORDED #
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF
DATE ____ TIME ____ BOOK ____ PAGE ____
FEE $ ____ SUMMIT COUNTY RECORDER

RECEIVED
MAY 31 2001

41

Ordinance No. 01-

AN ORDINANCE APPROVING THE FINAL RECORD OF SURVEY PLAT FOR THE FIRESIDE III CONDOMINIUMS, PARK CITY, UTAH

WHEREAS, the owners of the property known as Fireside III have petitioned the City Council for approval of a revision to the final plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on June 11, 2001, to receive input on the proposed plat amendment;

WHEREAS, the Planning Commission, on June 11, 2001, forwarded a positive recommendation to the City Council; and,

WHEREAS, on August 9, 2001, the City Council held a public hearing to receive input on the proposed plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the final Record of Survey plat for the Fireside III Condominiums;

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

SECTION 1. APPROVAL. The Fireside III Record of Survey is hereby amended as shown in Exhibit B subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located in the Estate (E) zoning district.
2. The proposed plat changes the type of ownership of this property to condominium ownership.
3. The project consists of 24 residential condominium units and associated common areas.
4. This project was originally approved as low to moderate income or employee housing.
5. All development fees were waived at the time of initial construction.
6. At the time of original approval a Regulatory Agreement between the Park City Housing Authority, the owners (Doilneys), and Zions Bank was recorded which assigned terms insuring low income housing.
7. At this time, the applicant has satisfied all terms of that Regulatory Agreement regarding occupancy restrictions, and has been released from its obligation.
8. Impact fees at the time of initial building permits were waived because this project was considered moderate income housing.
9. The Park City Attorney has determined at this time that all outstanding fees have been paid in full.

10. This application was reviewed by the Planning Commission on July 11, 2001, at which time a unanimous vote forwarded a recommendation to approve the application. A public hearing was held and no input was received.

Conclusions of Law:

1. There is good cause for this record of survey plat as the units can be sold separately.
2. The plat is consistent with the Park City Land Management Code and applicable State law regarding record of survey plats.
3. As conditioned, neither the public nor any person will be materially injured by the proposed record of survey plat.
4. Approval of the plat, subject to the conditions of approval, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat and the Conditions, Covenants and Restrictions (CC&R's), for compliance with State law, the Land Management Code, and the conditions of approval, prior to recording the plat.
2. All standard project conditions will apply.
3. The applicant will record the final record of survey plat at the County within one year from the date of City Council approval. If recording has not occurred within the one year's time, this approval and the plat will be void.
4. A financial guarantee for the value of all public improvements and landscaping to be completed shall be provided to the City prior to plat recording. All public improvements shall be completed according to City standards and accepted by the City Engineer prior to release of this guarantee.
6. A public access easement shall be dedicated over Iron Horse Loop
7. Prior to conversion to private ownership of each individual unit, a building inspection must be scheduled to verify compliance with Municipal and Building Codes.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.
PASSED AND ADOPTED this 9th day of August, 2001.

PARK CITY MUNICIPAL CORPORATION

____
Bradley A. Olch, Mayor

ATTEST:

____

Janet M. Scott, City Recorder

APPROVED AS TO FORM:

____
Mark Harrington, City Attorney

PARK CITY
1884

CITY COUNCIL STAFF REPORT

DATE: August 9, 2001
DEPARTMENT: Planning
AUTHOR: Brooks T. Robinson
TITLE: Hotel Park City (formerly known as Inn on Shadow Creek)
TYPE OF ITEM: Amending Ordinance 00-54 to Reflect Minor Corrections to Legal Description for Final Subdivision Plat and accepting deeds of transfer of lands.

SUMMARY RECOMMENDATIONS: Consent Item, staff recommends approval.

DESCRIPTION

A. Topic

Owners	Fandango Resorts
Location	1541 Thaynes Canyon Drive
Zoning	Resort Commercial - Master Planned Development (RC-MPD) and Recreation Open Space (ROS) for the golf course parcel
Adjacent Land Uses	Park City Municipal Golf Course, Thaynes Canyon #2 residential
Reason for Review	Subdivisions and exchanges of City lands require City Council approval.

B. Background

At its regular meeting of August 23, 2000 the Planning Commission held public hearings and forwarded positive recommendations on both the subdivision and the zone change applications. On October 12, 2000 the City Council approved both the zone change and the subdivision plat.

On December 18, 1996, the Planning Commission approved a Master Planned Development then known as Island Outpost. A Development Agreement was approved by the City on July 30, 1997 that memorialized the MPD and set forth the terms and conditions of the project. The foundation for the main building of the project is under construction.

Subsequent to the Council approval, City staff, including the City Engineer, City Attorney, Golf Course staff, and Planning staff have been working with the applicant to finalize the golf course and cottages layout, surface parking, and terms of the land exchange. The revised layout is satisfactory to all parties and necessitates several minor variations to the approved subdivision boundary.

Golf Course Operations

The Driving Range renewed operations this year. The applicant would like to be able to install the surface parking lots this fall and the City anticipates performing the 18th green reconstruction as well. These activities would cause the removal of the current surface parking area at a time of low parking need. Staff will work with the applicant to ensure adequate parking at the time. It is not anticipated that the permanent Pro Shop will be available this year for winter use. The City has explored the possibility of using yurts for the winter if the temporary structure needs to be removed. The City will not release building permits for the individual cottage units until such time as the new permanent golf course operation facilities and associated parking are complete or there is a mutually agreed upon relocation of the temporary facilities with adequate available parking.

ALTERNATIVES

A. The City Council may approve the minor revisions to the final plat and concurrently approve the land exchange, or

B. The City Council may deny the minor revisions to the final plat and concurrently deny the land exchange, or

C. The City Council may continue the discussion on the minor revisions to the final plat and land exchange.

SIGNIFICANT IMPACTS

There are no significant environmental or fiscal impacts with the minor revisions to the subdivision.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION

A subdivision plat is required.

RECOMMENDATION

Staff recommends that the City Council consider staff's recommendation to approve the amendment to Ordinance 00-54 to reflect minor corrections to the legal description for the final plat of subdivision and accept the deeds of the land exchange based on the following:

Findings of Fact:

1. The development parcels are located at 1541 Thaynes Canyon Drive and are currently zoned RC-MPD and ROS (current golf course).
2. One lot of record will be created incorporating the exchanged parcels.
3. The Planning Commission held a public hearing at their regular meeting of August 23, 2000 and forwarded a positive recommendation to the City Council.
4. The developer has agreed to pay the approximate $150,000 cost of the relocation of the 18th green.

Conclusions of Law:

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

Conditions of Approval

1. The City Attorney and City Engineer will review and approve the final form and content of the subdivision plat for compliance with State law, the Land Management Code, and the conditions of approval prior to recordation of the plat.
2. The recordation of the subdivision plat is required prior to the issuance of building permits for the Cottages on the affected parcels.
3. The City will not release building permits for the individual cottage units until such time as the new permanent golf course operation facilities and associated parking are complete or there is a mutually agreed upon relocation of the temporary facilities with adequate available parking.
4. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
5. All other conditions of approval of the Golf Course Hotel MPD are in full force and effect.
6. Development parameters will not change from the current MPD.

EXHIBITS

Exhibit A - Parcel Map
Exhibit B - Proposed Subdivision Plat
Exhibit C - Previous Subdivision boundary map

M:\Brooks\COUNCIL\Cc01\Hotel PC report.wpd

Ordinance No.

AN ORDINANCE AMENDING ORDINANCE 00-54 FOR A ONE LOT SUBDIVISION PLAT FOR 1541 THAYNES CANYON DRIVE AND ACCEPTING A TRADE OF LANDS BETWEEN PARK CITY MUNICIPAL CORPORATION AND TIMBERLODGE L.L.C, PARK CITY, UTAH.

WHEREAS, the owners of the metes and bounds parcel and the City, as owners of the parcels exchanged, located at 1541 Thaynes Canyon Drive have petitioned the City Council for approval of a final plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on August 23, 2000, to receive input on the proposed subdivision plat;

WHEREAS, the Planning Commission, on August 23, 2000, forwarded a positive recommendation to the City Council; and,

WHEREAS, on October 12, 2000, the City Council held a public hearing and approved the proposed subdivision plat by Ordinance 00-54; and

WHEREAS, on August 9, 2001, the City Council reviewed minor corrections to the legal description of the proposed subdivision plat; and

WHEREAS, on August 9, 2001, the City Council accepted and exchanged deeds for the parcels in question, and

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

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

SECTION 1. APPROVAL. Ordinance 00-54 is hereby amended to approve the Hotel Park City (formerly known as Shadow Creek) subdivision plat as shown in Exhibit A and the corresponding deeds in a form approved by the City Attorney subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The development parcels are located at 1541 Thaynes Canyon Drive and are currently zoned RC-MPD and ROS (current golf course).

2. One lot of record will be created incorporating the exchanged parcels.
3. The Planning Commission held a public hearing at their regular meeting of August 23, 2000 and forwarded a positive recommendation to the City Council.
4. The developer has agreed to pay the approximate $150,000 cost of the relocation of the 18th green.

Conclusions of Law:

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

Conditions of Approval

1. The City Attorney and City Engineer will review and approve the final form and content of the subdivision plat and deeds for compliance with State law, the Land Management Code, and the conditions of approval prior to recordation of the plat.
2. The recordation of the subdivision plat is required prior to the issuance of building permits for the Cottages on the affected parcels.
3. The City will not release building permits for the individual cottage units until such time as the new permanent golf course operation facilities and associated parking are complete or there is a mutually agreed upon relocation of the temporary facilities with adequate available parking.
4. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
5. All other conditions of approval of the Golf Course Hotel MPD are in full force and effect.
6. Development parameters will not change from the current MPD.

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

PASSED AND ADOPTED this 9th day of August, 2001 .

PARK CITY MUNICIPAL CORPORATION

____

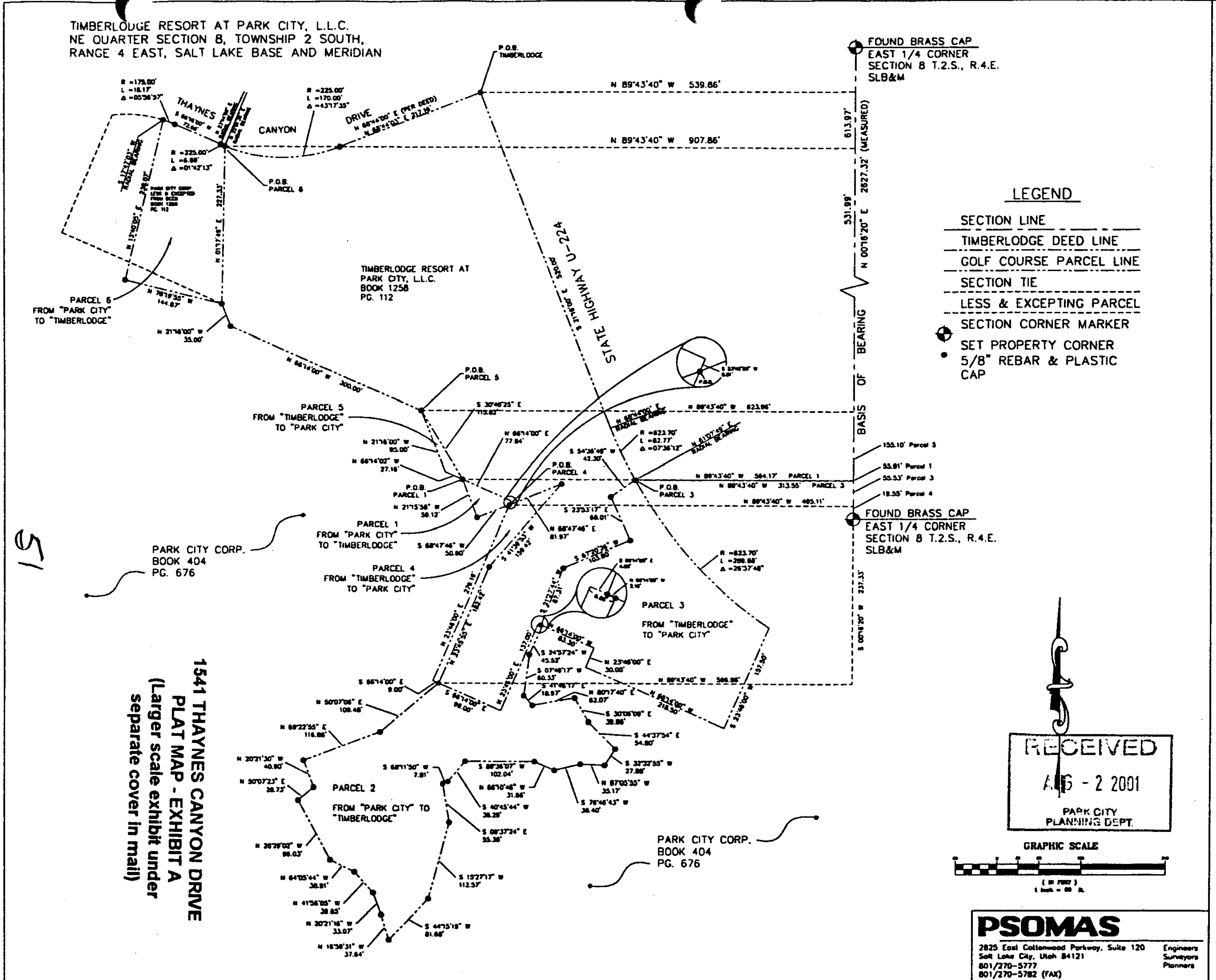
Bradley A. Olch, MAYOR

ATTEST:

____
Jan Scott, City Recorder

APPROVED AS TO FORM:

____
Mark Harrington, City Attorney



1541 THAYNES CANYON DRIVE
PLAT MAP - EXHIBIT A
(Larger scale exhibit under separate cover in mail)

SURVEYOR'S

LEGAL DESC

Parcel 1. (From Golf Course to Timberlodge Reso

Parcel 2. (From Golf Course to Timberlodge Reso

Parcel 3. (From Timberlodge Resort at Park City

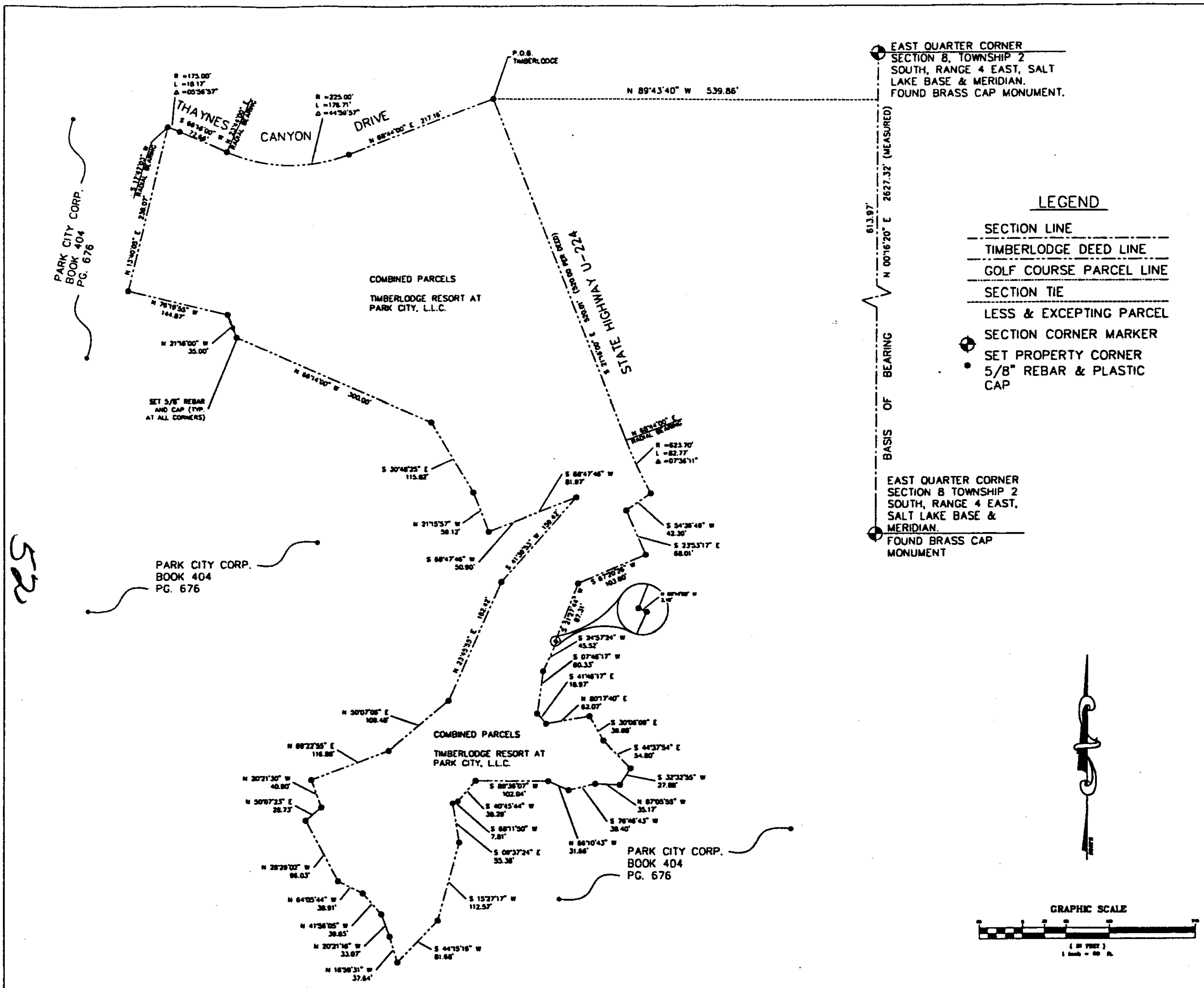
Parcel 4. (From Timberlodge Resort at Park City

Parcel 5. (From Timberlodge Resort at Park City

Parcel 6. (From Golf Course to Timberlodge Reso

COMMUNITY DEVELOPMENT DIRECTOR	CITY DEPARTMENT OF PUBLIC WORKS	CITY ENGINEER	CITY ATTORNEY	CITY APPROVAL	RECORDED #
APPROVED THIS ______ DAY OF ______ A.D., 2001 BY THE SUMMIT COUNTY PLANNING COMMISSION.	I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED BY THIS OFFICE AND IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE AND IS HEREBY APPROVED.	APPROVED AS TO SANITARY SEWER AND WATER UTILITY DETAIL THIS DAY ______ OF ______ A.D., 2001.	APPROVAL AS TO FORM THIS ______ DAY OF ______ A.D., 2001.	PRESENTED TO THE CITY OF PARK CITY THIS ______ DAY OF ______ A.D., 2001 AND IS HEREBY APPROVED	STATE OF UTAH, COUNTY OF SUMMIT, RECORD... REQUEST OF ______ DATE ______ TIME ______ BOOK ______ PAGE ______ FEE $ ______
DEVELOPMENT DIRECTOR DATE	DIRECTOR OF PUBLIC WORKS DATE	PARK CITY ENGINEER	PARK CITY ATTORNEY	PARK CITY MAYOR / PARK CITY ATTEST CLERK	SUMMIT

No. 366648 DAVID E. HAWKES STATE OF UTAH



NEW "TIMBERLODGE"

A parcel of land lying and situate in the Nort
Range 4 East, Salt lake Base and Meridian, Pa
7.54 acres, 1.49 acres out of the Park City Go
Corporation, evidenced by that certain Warrant
the Summit County records and 5.46 acres ou
to Timberlodge Resort at Park City, L.L.C. by
Entry Number 538991, in book 1258, at page
out of that certain parcel of land excepted fro
Special Warranty Deed. Basis of Bearing for su
2627.32 feet (measured) along the East line o
parcel being more particularly described as follo

Beginning at the intersection of the Westerly R
(U.S. Alt. 40) and the Southerly Right of Way
located North 00°16'20" East 613.97 feet along
539.86 feet, (NORTH 618.52 feet and WEST 53
538991), from the Summit County brass cap m
Corner of said Section 8; Thence the following
Way, (1) South 21°16'00" East 520.01 feet (520
(2) Southeasterly 82.77 feet along the arc of
bears North 68°44'00" East) through a central
"Parcel 3" as shown on that certain Record of
number 356548, on file in the office of the Su
4 (four) courses coincident the Northerly line o
feet; (2) South 23°53'17" East 68.01 feet; (3)
21°27'44" West 87.31 feet to a point on the W
Thence South 68°14'00" East 2.19 feet coincide
following 25 (twenty five) courses coincident wi
24°57'24" West 45.52 feet; (2) South 07°46'17"
18.97 feet; (4) South 80°17'40" East 62.07 fee
South 44°37'54" West 54.80 feet; (7) South 32
West 35.17 feet; (9) South 76°46'43" West 38.
feet; (11) North 89°36'07" West 102.04 feet; (1
South 68°11'50" West 7.81 feet; (14) South 09°
West 112.57 feet; (16) South 44°15'18" West 81
feet; (18) North 20°21'16" West 33.07 feet; (19
North 64°05'44" West 38.91 feet; (21) North 28
50°07'23" East 28.73 feet; (23) North 20°21'30
116.88 feet; (25) North 50°07'08" East 108.48
of said Survey; Thence the following 3 (three)
Parcel, (1) North 23°45'55" East 182.42 feet; (
South 68°47'46" West 81.97 feet to the Southe
Thence the following 2 (two) courses coincident
68°47'46" West 50.90 feet; (2) North 21°15'57"
boundary line of said "Timberlodge" parcel and
Survey; Thence North 30°48'25" West 115.82 fe
"Parcel 5" to a point on the Southerly boundar
the following 2 (two) courses along said bound
(2) North 21°16'00" West 35.00 feet to the So
land excepted from the "Timberlodge parcel" as
and the Southeast corner of "Parcel 6" of said
coincident with the perimeter of said parcel (1)
13°40'05" East 238.07 feet to a point on the
point on the Southerly Right of Way line of sa
4 (four) courses coincident with said Right of
said 175.00 feet radius curve to the right (cen
central angle of 03°36'37" to a point of tange
a point of curvature; (3) Easterly 176.71 feet
to the left (center bears North 23°44'00" East)
point of tangency; (4) North 68°44'00" East 21

PS
2825 East
Salt Lake
801/270-
801/270-

No. 360548
DAVID E.
HAWKES

COMMUNITY DEVELOPMENT DIRECTOR

APPROVED THIS ______ DAY OF ______ A.D., 2001 BY THE SUMMIT COUNTY ...NG COMMISSION.

DEVELOPMENT DIRECTOR DATE

CITY DEPARTMENT OF PUBLIC WORKS

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED BY THIS OFFICE AND IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE AND IS HEREBY APPROVED.

DIRECTOR OF PUBLIC WORKS DATE

CITY ENGINEER

APPROVED AS TO SANITARY SEWER AND ...TILITY DETAIL THIS DAY ______ OF ______ A.D., 2001.

PARK CITY ENGINEER

CITY ATTORNEY

APPROVAL AS TO FORM THIS ______ DAY OF ______ A.D., 2001.

PARK CITY ATTORNEY

CITY APPROVAL

PRESENTED TO THE CITY OF PARK CITY THIS ______ DAY OF ______ A.D., 2001 AND IS HEREBY APPROVED

PARK CITY MAYOR

PARK CITY ATTEST CLERK

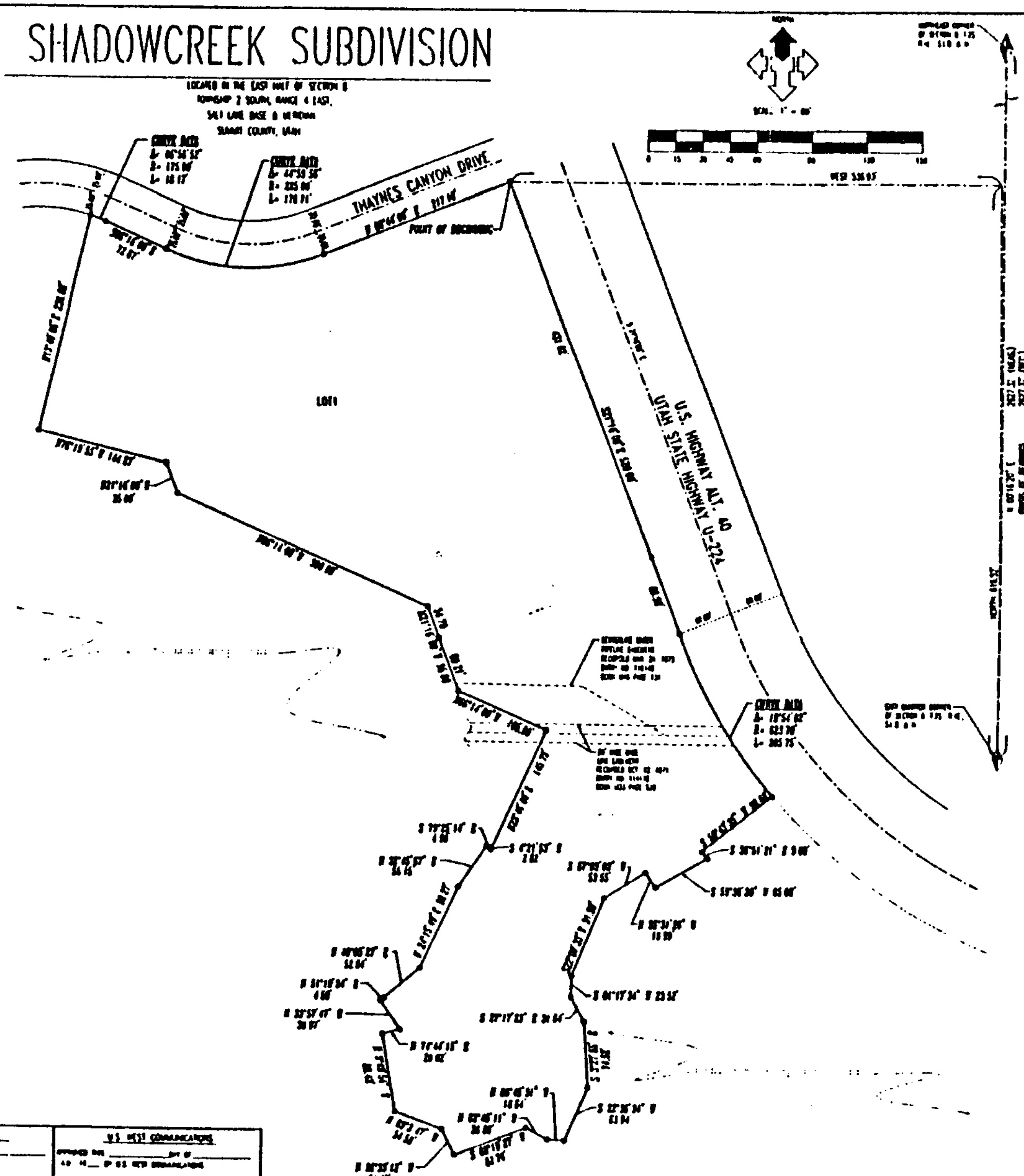
RECORDED #

STATE OF UTAH, COUNTY OF SUMMIT, RECOR...
RECO... OF ______
D... ______ TIME ______ BOOK ______
PAGE ______ FEE $ ______

SUMMIT

SHADOWCREEK SUBDIVISION

LOCATED IN THE EAST HALF OF SECTION 8
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH



53

SURVEYOR'S CERTIFICATE

I, Scott F. McNeil do hereby certify that I am a Registered Professional Land Surveyor, and that I hold Certificate No. 150786, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below and have subdivided said tract of land into lots and streets hereafter to be known as

SHADOWCREEK SUBDIVISION

and that the same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

[illegible]

DATE

SCOTT F. MCNEIL, LS
LICENSE NO. 150786

OWNER'S DEDICATION

Know all men by these presents that ___ the ___ undersigned owner( ) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

SHADOWCREEK SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.
In witness whereby ______ have hereunto set ______________ this ___________ day of ________ A.D. 19___

ACKNOWLEDGMENT

STATE OF UTAH)
County of Salt Lake) SS

On the ____ day of __________ A.D. 19__, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer( ) of the above Owner's dedication, _____ in number, who duly acknowledged to me that ______ signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES ______________

RECEIVED
JUL 14 2000
PARK CITY
PLANNING DEPT.

McNEIL ENGINEERING AND LAND SURVEYING, L.C.

SHADOWCREEK SUBDIVISION

LOCATED IN THE EAST HALF OF SECTION 8
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH

UTAH POWER | U.S. WEST COMMUNICATIONS | SNYDERVILLE SEWER DISTRICT | QUESTAR GAS CO | PLANNING COMMISSION | BOARD OF HEALTH | CITY ENGINEER'S CERTIFICATE | APPROVAL AS TO FORM | PARK CITY MAYOR'S APPROVAL | RECORDED

EXHIBIT B

PARK CITY
1884

CITY COUNCIL REPORT

DATE: August 9, 2001
DEPARTMENT: Facilities and Special Events
AUTHOR: Alison Butz
TITLE: Olympic Aid Festival
TYPE OF ITEM: Master Festival License Application

SUMMARY RECOMMENDATIONS: Review the Master Festival License application, conduct a public hearing and consider approving the license for the Olympic Aid Concert on September 8, 2001, at Park City Mountain Resort.

A. TOPIC

Review of the Master Festival License Application, submitted by Olympic Aid Organization for the Olympic Aid Concert on September 8, 2001 :t Park City Mountain Resort.

B. BACKGROUND

A Master Festival License application was submitted by the Olympic Aid Organization for a concert to be held at Park City Mountain Resort. The concert is a fundraiser for the Olympic Aid Organization. Olympic Aid began in 1994 at the Lillehammer Winter Olympics. Speed skater Johann Olav Koss, who won three gold medals at these Games, challenged his fellow Norwegians to donate a small amount of money every time a Norwegian athlete won a medal. By the end of the Games the campaign had raised $18 million for those affected by the war in the former Olympic host city of Saravejo and elsewhere around the world. Since 1994, each of the host cities have developed similar organizations who raise money for humanitarian efforts.

The concert will run from 12:00pm until 9:00pm and is expected to draw 5,000 to 8,000 people. The organizers have scheduled seven bands to play at the event. At this time the applicant is proposing to park the attendees in the First Time and Silver King parking lots. A portion of the First Time parking lot will be used for storage of materials for the construction of the venue. With the reduction of parking spaces in the area, along with the expected attendance the applicant is working with the School District to use the High School lot. Shuttle transportation to and from Park City Mountain Resort will be provided from the school lot.

1000 spaces total,

C. ANALYSIS

The Olympic Aid Concert has been determined to be a Master Festival due to the expected crowd size of 5,000 to 8,000 people, need for security, use of the school lots for overflow parking and possible need for traffic re-routing. The concert is scheduled to run from 12:00pm until 9:00pm on September 8, 2001 at Park City Mountain Resort.

Parking and Transportation

The organizers plan to utilize the First Time and Silver King parking lots for the event parking. With the storage of materials for the construction of the Winter Olympics venue the number of available parking spaces within those lots is reduced to 1,000. The expected crowd size will require a greater number of parking spaces designated for the event. To address this concern the organizers is working with the Park City School District to use the High School lot. Shuttle transportation will be provided by an outside company to and from the venue. Staff has conditioned, upon approval of the Master Festival License, the shuttle company contact the Park City Transportation Department to coordinate pick-up and drop-off points.

Security

The Police Department has meet with the event organizers to discuss security issues. At the meeting the organizers reviewed the number of security personnel on site, fencing of the venue and entrances. For security reasons the organizers are prohibiting food and beverage into the event as well as re-entry. Food and beverage will be provided by concessionaires within the venue. Staff has added as a condition upon approval that the security personnel meet with the Park City Police Department prior to the event to review security and law enforcement procedures.

ALTERNATIVES

A. Approve the Master Festival License, as conditioned by staff, allowing the Olympic Aid Concert on September 8, 2001, at Park City Mountain Resort.

B. Modify the parameters of the event and approve the Master Festival License, allowing the Olympic Aid Concert on September 8, 2001, at Park City Mountain Resort.

C. Deny the Master Festival License, thereby preventing the Olympic Aid Concert on September 8, 2001, at Park City Mountain Resort.

D. The City Council may continue the hearing for more information and discussion.

RECOMMENDATION:

Staff recommends approval of the Master Festival License to allow Olympic Aid Concert on September 8, 2001, at Park City Mountain Resort, based on the following:

Findings of Fact:

1. The Olympic Aid Concert will be held at Park City Mountain Resort on September 8, 2001, at Park City Mountain Resort. The event will run from 12:00pm until 9:00pm. The First Time and Silver King parking lots will be used for event parking as well as the Park City High School lot will be used for shuttle parking.
2. The event will be fenced and contained entirely on Park City Mountain Resort property. The

applicant has met with the Park City Transportation Department regarding impacts of the event and possibly re-routing of bus routes in the area. The conduct of the Olympic Aid Concert will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its Venue.

3. The applicant is working with a private security company to provide security for the venue. The security team will meet with the Park City Police Department to review procedures. The presence of the private security will reduce the number of Police Officers needed to monitor the event. The Olympic Aid Concert will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
4. The traffic surrounding the resort area will be monitored and Lowell avenue will be one-way going south between Silver King and Shadow Ridge Drive. Additional shuttle parking lots will be used to reduce the number of on street parking surrounding the venue. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
5. No other Master Festival or Special Event Licenses have been issued for September 8, 2001. The Olympic Aid Concert will not substantially interfere with any other Special Event or Master Festival for which a license has already been granted or with the provision of City services in support of other such events or governmental functions.
6. The organizer is providing sanitation, security, shuttle transportation, and adequate insurance for the event.
7. With the security provisions proposed the Olympic Aid Concert will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
8. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an inability or unwillingness to conduct the event pursuant to the terms and conditions of this Chapter or has failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.
9. The applicant has been working with the Park City Fire District and the Summit County Health Department to obtain all applicable licenses.

<u>Conclusions of Law</u>:

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

<u>Conditions of Approval</u>:

1. The event and all music shall conclude at 9:00pm on September 8, 2001.
2. The organizer shall contact the Park City Transportation Department with the name of the company providing the shuttle service to and from the High School parking lots.
3. The applicant is responsible for all costs borne by the Park City Police Department for costs related to general enforcement at the event.
4. All plans for tents, stages and other temporary structures shall be submitted to the Building Department for review and permitting.
5. The applicant shall work with their security team to schedule a pre-event meeting with the

Park City Police Department.

6. The applicant shall comply with all Summit County Health Department requirements for sanitation and food vendors.
7. The Applicant will work with Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the Applicant.
8. The Applicant shall provide to the Special Events Manager proof of liability insurance as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as an additional insured if necessary.

Exhibits

Exhibit A - List of Performers
Exhibit B - Site Plan

Bands for Olympic Aid Fest

Colors

Peter Breimholt and Big Parade

Ryan Shupe and the Rubber Band

Julie de Azevedo

Greg Simpson

Enoch Train

Shane Jackman

EXHIBIT A

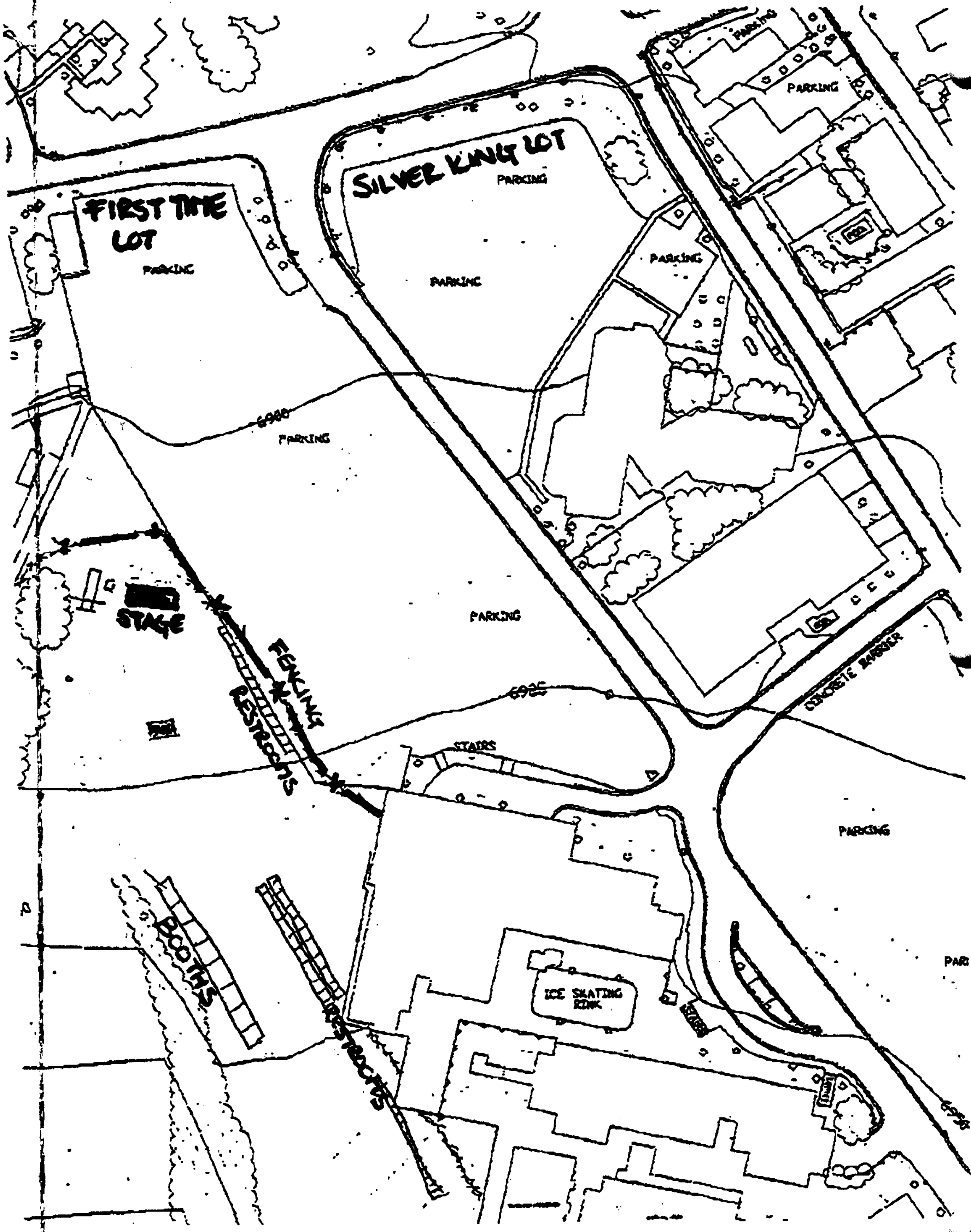


EXHIBIT B - SITE PLAN

PARK CITY
1884

DATE: August 9, 2001
DEPARTMENT: Office of Capital Management and Budget
AUTHOR: Gary Hill / Matt Twombly
TITLE: Second and Third Street Stairs Retread Project
TYPE OF ITEM: Award of Construction Agreement

SUMMARY RECOMMENDATIONS: Staff recommends that Council award a construction contract for the retreading of the Second and Third Street Stairs to Thiede Construction for $37,913.00.

DESCRIPTION:

A. Topic: Award of contract for 2nd and 3rd Street Stairs retread

B. Background: Staff has proceeded with the design for the retread of the Second and Third Street Stairs between Main Street and Park Avenue. Construction has been planned to complete one set of stairs prior to the contractor beginning the second to allow uninterrupted access between Park Avenue and Upper Main. The project completion date is October 15, 2001. The advertisement to bidders was legally noticed on July 11 and 12, 2001 and the sealed bids were opened on August 2, 2001. The lowest responsible bid is by Theide Construction Corporation for $37,913.00. The other respondent was Weyher Construction who submitted a bid of $44,444.00.

C. Analysis: The bid of $37,913.00 by Theide was $6,531.00 lower than Weyher's bid. Theide Construction was awarded the contract for the Twelfth Street Stair construction and sanitary sewer upgrade project as well as the Fourth Street and Tenth Street stair reconstruction projects. All projects have been performed professionally, at the highest standards, and on schedule.

D. Department Review:
Office of Capital Management and Budget
Community Development Department
City Manager's Office

ALTERNATIVES:

A. **Approve the Request**: Council could choose to award the construction contract to Thiede Construction Corp. for $37,913.00 and enter into a construction agreement to retread the Second and Third Street stairs.

B. **Deny the Request**: Council could request that staff postpone or discontinue the project. If Council chooses this option, the stairs will remain in their present condition and could require that both sets be completely reconstructed in the future.

C. **Continue the Item**: If Council decides that the bids are too high it could request that staff rebid the project. This would require further delay of the project and would likely result in postponement of construction until next spring.

D. **Do Nothing**: This option would be similar to Alternative B.

SIGNIFICANT IMPACTS:

Fiscal: There is approximately $300,000 available in the Main Street RDA for the Stairs Master Plan.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: The Second and Third Street stairs are still useable but beginning to show the signs of heavy use. If Council chooses not to have the stairs retreaded, they will eventually need to be rebuilt at a much greater expense and with a significantly longer interruption of use.

RECOMMENDATION: Staff recommends that Council proceed with the Stairs Master Plan and award a construction contract for the retread of the Second and Third Street stairs to Theide Construction Corporation in the amount of $37,913.00.

PARK CITY
1884

DATE: **August 9, 2001**
DEPARTMENT: **Public Works**
AUTHOR: **Jerry Gibbs**
TITLE: **Water Impact Fees**
TYPE OF ITEM: **Legislative**

<u>SUMMARY RECOMMENDATIONS</u>: **Adopt the proposed Capital Facilities Plan, a water impact fee of $9760 per ERU and the proposed fee schedule for residential and commercial indoor and outdoor (landscaping) use.**

<u>DESCRIPTION</u>:

A. <u>Topic</u>. Water impact fees.

B. <u>Background</u>. The Park City water system provides water to approximately 4500 meter connections with an annual usage of 4700 acre feet. The Planning Department completed a comprehensive review of existing development and allowable development on zoned vacant land. Montgomery Watson completed a supply and demand study which compared water usage by meter user type (residential, condo, commercial, restaurant, etc) and area. Montgomery Watson matched existing water demand to the existing development and projected water demand based on allowable zoning and calculated there could be 3,800 additional ERU's built.

Stantec Engineering was asked to complete a computer model of the water system to identify water system improvements needed to meet current and future culinary and fire demands. The result is a Water Capital Facilities Plan (CFP) identifying approximately $16,000,000 in needed growth and non-growth related water system improvements and water rights acquisition over the next 5 years. Park City's participation in the Weber Basin Importation project is estimated at an additional $10,000,000. Revenues from water user fees cover the cost of water operations, billing, indirect city costs and capital projects (including debt service and debt coverage) that do not relate to growth. Revenues from water impact fees cover the cost of growth related impacts.

Table 1

Five Year Capital Facilities Plan Summary by Year ($15,912,573)

	02	03	04	05	06
Estimated Annual Project Cost	$1,928,250	$3,793,087	$3,788,718	$4,347,635	$2,056,884

A detailed CFP is available at the city recorder's office.

Park City retained the services of Lewis Young Robertson and Burningham to assist in reviewing and developing a water impact structure for growth related expenses.

The objectives of the impact fee study are to:

- Provide adequate revenues to provide a stable and predictable source
- Discourage wasteful use
- Promote fairness and equity
- Maintain simplicity, convenience, certainty, feasibility and freedom from controversy
- Comply with Utah law

Previous water impact fees have been divided into two categories: development and connection. Development fees represent the cost of purchasing water rights to meet a water users potential needs. A connection fee represents the proportional cost of the delivery system or infrastructure required to deliver the water. A CFP has been developed identifying the infrastructure needs delineated by two categories, growth and non-growth.

A chronology of impact fee to date.

pre-1983	City charged a connection fee to buy into the existing infrastructure at a flat rate
mid 80's	A water right component was added at a flat rate
1990	An irrigation component was added and a sliding scale was developed depending on size
June 95	Utah legislature adopts an impact fee bill
July 95	City adopts a new rate structure in conformance to Utah law
June 7, 2001	Reviewed Impact fee strategies with city council

C. Analysis- Capital projects required to serve growth have been planned for water storage, distribution and water source development and are included in the CFP prepared by Stantec Engineering. For each of the three segmented areas of capital infrastructure, a portion of the total cost is allocated to each Equivalent Residential Unit (ERU) by dividing the total project cost by the total number of ERUs served.

The proposed methodology will combine connection and development into one fee. The summary includes the Weber Basin Project, water rights, and buy-in for improvements with surplus capacities.

Table 2

Summary of Methodology

Water Projects	Estimated Project Cost	Growth Related ERUs Served	Cost per ERU
Storage Fee	$4,534,384	3800	$1,193
Source Fee	$18,046,141	3800	$4,749
Distribution Fee	$2,064,833	3800	$543
Buy-in-Fee	$2,589,200	3800	$681
Water Rights Fee	$9,855,013	3800	$2,593
Total System Fee	$37,089,571	3800	$9,760

A new water user must also pay to utilize the excess unused capacity in the existing water system or buy in cost. The cost of water rights must also be considered to ensure sufficient water is available to the City.

The sum of the costs per ERU for the three types of capital projects, the Buy-In Cost and the cost of water rights equals the Gross Impact Fee per ERU. The proposed fully allocated fee is $9760 per ERU compared to approximately $3700 . Historically, the Council has set the fee slightly below the actual cost. An ERU has a water demand equal to the higher of 1 g.p.m., 1660 gallons per day, or 1 acre foot of water annually. Residential, commercial and industrial uses are converted to ERU's based on projected water demand.

The proposed format is the same for residential and outdoor fee calculations. The commercial schedule is modified to simplify fee calculations.

Table 2
Proposed Residential Indoor Water Impact Fees

Size (sf)	≤ 1000	1001-1500	1501-3000	3001-4500	4501-6000	6000<
# Bdrm	2	3	4	5	6	7+
Fee	$1,513	$2,269	$3,026	$3,782	$4,539	$5,295

Table 3
Proposed Outdoor (Landscaping) Water Impact Fee

Irrigated Area (sf)	0-2000	2001-4000	4001-6000	6001-8000	8001-10,000	10,000<
Fee	$2,694	$4,041	$6,735	$9,429	$12,122	$14,816

Table 4
Commercial Water Impact Fees
($9760`x ERU calculations)

INDOOR NON-RESIDENTIAL MULTIPLIERS
Based on IBC Table 1003.2.2.2

OCCUPANCY	FLOOR AREA IN SQ. FT. PER OCCUPANT	EQUIVALENT ERU'S PER OCCUPANT
Assembly Bars Restaurants Theaters, Auditoriums, Churches ,etc. Others not listed	 15 15 15 or # of fixed seats per IBC Table 1003.2.2.2	 0.012 0.021 0.003 **TBD**
Business/Office areas	100	0.009
Educational Classroom area Shops/Vocational areas	 20 50	0.015
Exercise rooms	50	0.015
Hotels and Motels	200	0.030
Industrial areas	100	0.021
Institutional areas Inpatient treatment areas Outpatient areas Sleeping areas	 240 100 120	0.151
Mercantile	per IBC Table 1003.2.2.2	0.007
Skating rinks, swimming pools Rink and pool Decks	 50 15	0.006
Warehouses	500	0.021
Parking garages, Carwash, Governmental uses	200	**TBD**
Library Reading rooms Stack areas	 50 100	**TBD**
Uses not shown will be determined by the Public Works Director based on SBSID estimated flows or other appropriate information..		

Utah law requires a public hearing be noticed, the CFP and the proposed fee amendments be available to the general public at least 14 days prior to the public hearing. The hearing has been properly noticed and copies were available at the Library and the Marsac Building in compliance with the law. An ordinance adopting the CFP and the water impact fee is attached. The Building Department requires at approximately two weeks to change from the current system to the new fee system..

Department Review. The rates and fees have been reviewed by the City Manager, OCMB, Public Works and the Building Departments.

ALTERNATIVES:

A. **Adopt the Capital Facilities Plan and increase the Water Impact fee to $9760 per ERU.** This is the staff recommended alternative

B. **Adopt the Capital Facilities Plan and implement a Water Impact fee less than $9760 per ERU.**

C. **Delay implementation.**

D. **Keep Water Impact Fees at the Current Level**

SIGNIFICANT IMPACTS: The next five to seven years will require a large investment in water infrastructure. A fully allocated impact fee allows the city to plan and fund water infrastructure improvements. If impacts fees are not adequate to support the impacts from growth, user fees will need to be raised or projects deferred until surplus revenues or funding sources are identified. Deferring projects could directly affect our ability to provide adequate water to meet peak day demands and fire flows. Less than full allocation provides some protection from legal challenges to the Ordinance and provides a disincentive for "alternate fee calculations".

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: If council chooses not to fully allocate the cost of growth to impact fees, other resources will be needed to offset the revenue shortfall or infrastructure improvements will be delayed.

RECOMMENDATION: Adopt the proposed Capital Facilities Plan, a water impact fee of at least 90% of $9760 per ERU and the proposed fee schedule for residential and commercial indoor and outdoor (landscaping) use.

Ordinance No. 01-

AN ORDINANCE ADOPTING A CAPITAL FACILITIES PLAN, AN IMPACT FEE ANALYSIS, AND AMENDING TITLE 11, CHAPTER 3 OF THE MUNICIPAL CODE OF PARK CITY, UTAH SETTING FORTH THE ASSESSMENT AND CALCULATION OF WATER IMPACT FEES

WHEREAS, Park City Municipal Corporation is a political subdivision of the state of Utah, authorized and organized under the provisions of Utah law; and

WHEREAS, the City has created a Capital Facilities Plan and requires the payment of impact fees as a condition of development approval, so that development pays an equitable portion of the costs of facilities relating to growth; and

WHEREAS, the City Council has caused an Impact Fee Study and Analysis to be completed for the City and consistent with the Impact Fees Act Section 11, Chapter 36 Parts 101-401, Utah Code Ann.; and

WHEREAS, the Impact Fee Study contains an analysis and an executive summary that clearly defines the methodology by which the impact fees have been calculated and which identifies the impact upon the water system required by the development activity and demonstrates how those impacts on system improvements are reasonably related to the development activity; and

WHEREAS, a public hearing was duly noticed and held at the regular scheduled City Council meeting of August 9, 2001;

NOW THEREFORE BE IT ORDAINED:

SECTION 1. PURPOSE. This Impact Fee Ordinance is promulgated pursuant to the requirements of the Impact Fees Act, Utah Code Annotated §11-36-101-401 (the "Act"). The purpose of this ordinance is to provide for the generation of sufficient revenue to pay the costs of water capital projects, water rights and debt service on long-term debt issued to finance the cost of additions to the City's water system.

SECTION 2. CAPITAL FACILITIES PLAN ADOPTED. The Capital Facilities Plan dated January 2001 relating to water capital projects to be funded through impact fees is hereby adopted.

SECTION 3. IMPACT FEE ANALYSIS ADOPTED. The June 2001 Impact Fee Study and Analysis generated by the City pursuant to the Act is hereby adopted.

SECTION 4. AMENDMENTS TO THE MUNICIPAL CODE OF PARK CITY, UTAH ADOPTED -

(A) **Amendment to 11-13.1, Definitions**. Section 11-13-1 (O) of the Municipal Code of Park

City, Utah is hereby amended as follows:

Public Facilities identified in the ~~1995~~ 2001 Capital Facilities Plan and Impact Fee Analysis, the ~~1995~~ 2001 Water Capital Facilities Plan and Analysis~~, or the 1993 School Facilities Capital Improvement Program,~~ that are not Project Improvements.

(B) **Amendment to 11-13-2, Assessment and Calculation of Impact Fees**. Subsections (3) Water Connection Impact Fee and (4) Water Development Impact Fee of Section 11-13-2, are hereby repealed and replaced in their entirety by a new Subsection (3) Water Impact Fee Schedule as follows:

WATER SYSTEM IMPROVEMENTS SUMMARY OF FEE CALCULATION	
Development Type	**Fee**
Residential (assuming 1 ERU)	$9,760
Commercial/Industrial	$9,760 x equivalent user ratio

[1] Equivalent Residential Unit
[2] Further calculation and presentation is included in the Impact Fee Analysis Exhibit B.

Residential Indoor Water Impact Fees

Size (sf)	≤ 1000	1001-1500	1501-3000	3001-4500	4501-6000	6000<
# Bdrm	2	3	4	5	6	7+
Fee	$1,513	$2,269	$3,026	$3,782	$4,539	$5,295

Outdoor (Landscaping) Water Impact Fee

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Exercise rooms	50	0.015
Hotels and Motels	200	0.030
Industrial areas	100	0.021
Institutional areas Inpatient treatment areas Outpatient areas Sleeping areas	240 100 120	0.151
Mercantile	per IBC Table 1003.2.2.2	0.007
Skating rinks, swimming pools Rink and pool Decks	50 15	0.006
Warehouses	500	0.021
Parking garages, Carwash, Governmental uses	200	**Calculated at the time of application**
Library Reading rooms Stack areas	50 100	**Calculated at the time of application**
Uses not shown will be determined by the Public Works Director based on SBWRD estimated flows or other appropriate information..		

SECTION 5. REPEALER. This ordinance amends and repeals Title 11, Chapter 3, of the Municipal Code of Park City to the extent it is inconsistent with this Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective upon publication.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Bradley A. Olch

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
Thomas A. Daley, Deputy City Attorney

PARK CITY
1884

DATE: August 3, 2001
DEPARTMENT: Olympics Services
AUTHOR: Frank Bell, Toby Ross
TITLE: Olympic Master Festival Licenses and City Services Agreement
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS:

Conduct public hearings on August 9 and 23; and on August 23 approve: a City Services Agreement between the Salt Olympic Organizing Committee (SLOC) and Park City and a Master Festival License for SLOC's activities and the Olympic Master Festival License for the City's Olympic activities including the Main Street Celebration.

DESCRIPTION

A. Topic:

Consideration of Master Festival Licenses (MFL) for Olympic activities including the Main Street Celebration and a City Services Agreement between the Salt Olympic Organizing Committee (SLOC) and Park City.

B. Background:

For many years, Park City has been actively involved in hosting special events. Since the mid-1980's, the City has worked closely with the ski resorts, the Chamber/Bureau, and a variety of community organizations to recruit, promote, and host events as a piece of our economic development strategy. The City's Master Festival Licensing Ordinance has been used as the process for examining and permitting the wide variety of activities, on and off public property, that commonly accompany community events and festivals. Many activities associated with events would otherwise be prohibited under ordinances and land management regulations.

Perhaps the "ultimate" in events is the Olympics. In June of 1995, Salt Lake City became the Host City for the 2002 Winter Olympics. Park City would host a substantial number of competitions and it became clear that the community would be the focus of many Olympic sponsor and national team activities. With the City's alpine resort environment, large lodging base, and experience with past events, it became clear that the community would become the "Alpine Heart of 2002".

As the planning process began, several key policy decisions needed to be made. First, a planning framework was needed to identify community issues, impacts, resources, and legacies. That was accomplished through an Olympic Master Plan prepared and released in January, 1998. Second, an Olympic Financial Plan was created and adopted in 1999 that identified potential revenues and expenses that the City would likely encounter. Third, the City need to find a mechanism to create a relationship with SLOC that would:

- address community and governmental concerns, uses of public property and expenditures of public resources in support of Olympic activities;
- identify roles and responsibilities between the City and SLOC;
- understand and mitigate Olympic impacts on the community ;
- insure that the community would be protected from adverse impacts, un-necessary fiscal burdens, and governmental liabilities;
- protect the City's and SLOC's interests;
- memorialize agreements and obligations between the City and SLOC; and
- serve to "permit" the complex array of public and private activities, construction, and services that support the competition venues and Olympic entities.

Consequently, for the last two years, the City has been negotiating a contract called the *Venue City License and Services Agreement* (Agreement) with SLOC which would accomplish the listed objectives and supplement the City's MFL permitting process. In addition to describing various service responsibilities, this agreement serves as an MFL for SLOC's Olympic activities.

Though it has taken longer than originally anticipated, staff believes that the process has been effective and productive. Both the City and SLOC have clear understandings of roles and responsibilities, both entities will benefit from services and resources provided by the other, and the interests of both entities have been identified and protected. The lengthy negotiating process, while perhaps frustrating to some, has allowed for the city to be an active participant in, and to pro-actively address the various changes in Olympic activities contemplated for our community. With six months until the games, staff believes that the Agreement will serve to guide and significantly enhance the delivery of public services and resources to the Games, permit various Olympic activities on public and private property, mitigate impacts of the events on the community, and minimize public liabilities.

C. <u>Analysis</u>:

Agreement Overview. As the negotiating process developed, it became clear that several issues were extremely complex and would take considerable time to resolve. Foremost was transportation, followed closely by the provision, costs, and reimbursement of City services. The City has been working closely with SLOC for several years in the effort to secure federal funding in support of Olympic transportation and transit projects. This federal funding component also played heavily on the development of a working contract with SLOC since our transit system has always been viewed as a resource for Olympic and community transportation needs during the Games. Thus, formal negotiating meetings were frequently replaced by problem solving discussions and meetings with federal and state officials.

At first glance, the Agreement may seem too short or perhaps too simplistic to meet everyone's expectations. However, over time, SLOC's needs for public property and resources have declined. The sponsor village planned for City Park faded, SLOC no longer has interest in the Golf Course property, and we have worked through many of the logistical problems related to streets and highways. There are relatively few areas within the City where SLOC has any long term interest or control through this contract, and those areas are described in Exhibits A and B.

Though roles and responsibilities and who pays for what are important parts of the agreement, Section B, which adopts a philosophy of mutual cooperation and flexibility, may be the most important of the agreement's principles. Contracts become contentious when there are no understandings of changing circumstances, no ability to amend documents or solve disputes, and no provisions to share information or resources. The Agreement provides many avenues of cooperative flexibility in contract management, problem solving, dispute resolution. Among the many lessons learned from this negotiating process is that circumstances pertaining to the Olympics frequently change. Management of this agreement and of the Games themselves will be subject to many unpredictable variables that we will need to react to with cooperation and flexibility.

Many of the details in the agreement, particularly those things which have a financial trade-off or reimbursement, are found in the "Exhibits". Most of the detail in the exhibits has been generated within the last few months due to SLOC's reliance on federal funding decisions.

Master Festival License. While the Agreement covers most of the issues of the City's relationship to SLOC and serves as an MFL for SLOC's activities, it does not address the full scope of the of Olympic activities in Park City. The City's Office of Olympic Services is the applicant for the Olympic Master Festival License which fills in those gaps. It approves the basic plans and uses for the Main Street Celebration and other Olympic activities in Park City subject to changes and final approvals by staff consistent with the conditions of approval. One such item designates the Restaurant Association as the provider of food services for the Main Street Celebration.

The MFL divides the City into three geographical areas or Tiers.

Tier 1 comprises the areas of greatest concentration of Olympic activities. It includes the SLOC Venues, the SLOC Use Areas, and Main Street Celebrations Area (City MFL). The purposes of Tier 1 are to:

1. Provide an environment that supports the unique nature of Olympic competition and celebration.
2. Permit necessary temporary improvements while adhering to the general spirit of existing code requirements and protecting the aesthetic character and historic integrity of Park City.
3. Assure that the area is consistent with City and SLOC contractual commitments to Olympic sponsors.
4. Facilitate participation of SLOC

a) Meet terms of the Agreement
b) Enhance resource provision, code enforcement, and transit
c) Insure consistent look & feel of Games.
d) Produce a public celebration

Tier 2 comprises the areas of enhanced Olympic activities. It includes the City Park, the Library and Education Center and most commercial areas in town. The purposes of Tier 2 are to:

1. Allow for community Olympic activity - non-venue & non SLOC specific.
2. Provide approval discretion for ancillary Olympic activities and temporary facilities
3. Prevent incompatible or undesirable activities.
4. Support leasing of City properties

Tier 3 comprises the remainder of the City. It includes most residential areas. The purposes of Tier 3 are to:

1. Limit the location and scale of the impacts of Olympic activities
2. Enforce existing regulations

The MFL provides the framework for Olympic activities in Park City. Details will be added between now and games time. Activities can be divided into three categories: 1) Approved by City Council with the adoption of the Agreement and MFL; 2) Administratively Approved; 3. Requiring Subsequent Council Approval (see Olympic Master Festival Licensing and Activity Matrix).

Examples of Category 1. By approving the Agreement and MFL, the City Council will authorize:

1. The provision of the services specified in the Agreement including transportation, logistical, enforcement and inspection services.
2. The SLOC Venues and Use Areas.
3. The Main Street Celebration.
4. City Park and Library Park activity areas.
5. The three-tier MFL geographical division of activities.
6. The Olympic Torch Run.

Examples of Category 2. With the basic framework provided by Category 1, the details of the MFL for most Olympic activities will be addressed through and administrative process. For example, the precise location and design of Olympic uses, activities, signs, MFL Tier Boundaries and decorations would be reviewed and approved through an administrative process (see MFL/Temporary Olympic Permit Review Process). This process includes an appeal procedure. Contracts and purchases will conform to budget policies.

Examples of Category 3. Some more significant activities will require additional review and approval by the City Council. Examples include commercial or temporary parking for more than 150 cars; assembly uses in temporary structures outside Tier 1 for more than 250 people; contracts and purchases requiring Council approval according to budget policies; and significant modifications to MFL Tier boundaries.

Agreement Description.

By way of summary and clarification, it may be helpful to review some of the specifics of the document.

The Agreement is organized into sections (A through H) supplemented by exhibits that provide additional detail. Part D (Park City Property and Services) outlines the provision of City Services to SLOC and refers to Exhibits B (City Services Budget) and Exhibit E (Transportation and Transit Plan). The City Services Budget provides for approximately $1 million reimbursement to the City from SLOC for *Additional City Services* -such things as enhanced snow removal, transit staffing increases, waste and trash pick up, enhanced municipal code enforcement (based on the Sundance model), and additional supervision. The Transportation and Transit Plan clarifies that the satellite parking lots will be operated, managed, serviced, maintained, and insured entirely by SLOC or its contractors.

The **Recitals** and **Definitions** create the framework of the relationship between the City and SLOC and assist in the mutual understanding of some of the unique language attributable to both local government and the Olympic movement. Before delving into the Agreement, attention should be paid to terms such as *Additional City Services, Basic City Services, and Non-Delegable City Services,* and *Normal Operating Level.* These terms establish the criteria for the provision of certain City Services (mostly public works, transportation, and code enforcement) to SLOC and under what conditions such services are reimbursed.

Areas of City property slated to be used by SLOC are defined as *use areas, exclusive use areas, and use periods.* As noted in the exhibits, most of these areas are public streets and sidewalks used for transportation and pedestrian movement. Areas hosting Olympic competitions and contracted support facilities are referred to as *venues* - in the Park City area, all venues are on property not owned by the City.

Part B (Principles and Responsibilities) - has already been discussed, but is nonetheless critical in the overall understanding of how the Agreement works and the atmosphere in which it was negotiated.

Part C (License of Use Areas During Use Periods) - This section grants to SLOC the access necessary to carry out Games related functions on City property, and establishes mutual understanding of how that property will be delivered to SLOC, how the property will be used, and things that may or may not be done on the property while under SLOC's control. For example, portions of Park Avenue during the competitions at the Park City Mountain Resort are at times "*exclusive use areas*". The City is required to deliver the areas of the street in a satisfactory manner. Further, SLOC has certain rights and obligations while occupying the space - they must allow business and residential access, they can barricade areas as necessary, SLOC's sponsors are protected from ambush marketing, and SLOC has the rights to assign licenses to do tasks associated with the use areas as they deem necessary in support of the competitions.

Part D Park City Property and Services - This is one of the key sections of the Agreement as it outlines the provision of City Services to SLOC. The question throughout the negotiating process concerned what services the City normally provides (*Basic City Services)* vs. the services desired by SLOC beyond those normally provided (*Additional City Services*), how to predict whether or not and at what frequency those services might be needed, how to staff those additional services (*Additional City Services Crew*), how to budget for the increased services, and how to account for and pay the City for those services (*Reimburse for City Services*). Also at issue was the provision of *Non-delegable City Services* - those services the City insisted on supplying because of the unique circumstances and environment of the community, primarily snow removal.

Part D of the Agreement also brings into play Exhibits B **(City Services Budget)** and Exhibit E **(Transportation and Transit Plan)**, both of which required extensive discussions and negotiations. The City Services Budget provides for approximately $1 million reimbursement to the City from SLOC for *Additional City Services* -such things as enhanced snow removal, transit staffing increases, waste and trash pick up, enhanced municipal code enforcement (based on the Sundance model), and additional supervision.

The solution to this complicated series of service related issues was the creation of an *Additional City Services Crew"* - a group of 20-25 people which would be hired and managed by the City (but reimbursed by SLOC) to do many of the day-to-day chores of the Games - moving barricades, extra snow removal people etc. This crew would also be available for crisis management - severe weather, traffic problems etc. During times of normal operations when existing staff meet manpower needs, this crew could also be delegated to assist SLOC at the Olympic Sports Park or elsewhere as necessary.

Part D also cross references the City Services Agreement to the City's Master Festival Licensing Ordinance. Thus, the Agreement serves the dual purposes of "permitting" the various Olympic events under a City granted MFL, and defines the roles and responsibilities of the City and SLOC in the operation and management of that permit.

Finally, Part D addresses the **Olympic Parking and Transportation Plans,** and the integration of SLOC's transportation/parking plans into the Park City Transit system and the City's Olympic transportation plan. This the most critical element of the Agreement. Without these plans, and clear understandings of roles and responsibilities therein, the City could face monumental traffic and parking problems which would be very expensive to mitigate. By now, most people are familiar with SLOC's "Park & Ride" system for most of the alpine venues, including PCMR and Deer Valley. However, extensive discussions and negotiations were necessary to integrate our City bus system into the SLOC Transportation Master Plan, and create a system that would:

1) Maximize the effectiveness of SLOC's Park & Ride Lots;
2) Reduce gamestime private vehicle traffic by maximizing the City bus service through additional equipment and staff to provide extended hours, additional routes, and greater frequencies;
3) Accommodate user groups whose parking had been displaced by the Games (day skiers, local employees, Park City visitors;

4) Provide service within the City and to the satellite lots for the Main Street Celebration and Olympic activities unrelated to specific competitions;
5) Connect the City system to the Olympic Sports Park to serve staff, volunteers, resident ticket holders, and hotel guests.

This Section also clarifies how the satellite parking lots will be operated after the venues close. Lots will be managed, serviced, maintained, and insured entirely by SLOC or its contractors. Other than transportation ground crews, or the periodic assistance of the *"additional services crew"*, the City will have no personnel stationed in the lots, and assume no management role. The City will reimburse SLOC about $8,000 for the costs of after hours operations.

At the heart of our negotiations was SLOC's necessity to obtain federal funding for their own transportation services. Park City assisted with lobbying members of Congress and building relationships with federal transit administrators. With the funding authorization for the Transit Center, the Park City Transit system became linked to SLOC"s system. Once the entire federal funding package for the Games had been authorized by Congress earlier this year, and so long as a nexus could be established between Park City's transit needs and Olympic transit needs, SLOC was able to provide the City with approximately 55 "borrowed" buses and crews from the Olympic transit pool to augment Park City Transit. The additional equipment and staff, valued in excess of $1 million, allows Park City Transit to address all of its Olympic transportation objectives. This is in addition to the approximately $340,000 for enhanced City transit services plus about $90,000 in materials and offsetting services included in Part D. Final implementation of this section will require the City to execute a three-party agreement with the Utah Department of Transportation (UDOT) and SLOC. Staff hopes to have the three-party agreement available for approval by August 23.

Exhibit E is a comprehensive breakdown prepared by Transit Director Kent Cashel of how the extended service works, and the incremental expenses related to the " Expanded Olympic" portion of the system including recruitment, training, and supervision. The *"Incremental Olympic Service Costs"* will be reimbursed to the City by SLOC as a part of the federal funding package. However, because of the integrated SLOC/Park City transit system's reliance on federal funding, the service extensions must directly relate to the movement of Olympic participants to and from official Olympic areas. Even with the additional equipment, federal funding requirements (subject to post-Games audit) may hinder our ability to get bus service to everyone who may need or want it during the Games.

Part E (SLOC Facilities and Equipment) - This section is a relatively boilerplate description of SLOC's rights to work within the *"use areas"* to make them suitable for SLOC's purposes. This includes putting up barricades, fencing, decor, and control mechanisms, mostly to facilitate the movement of people from place to place. It also outlines Park City's rights to purchase surplus SLOC equipment after the Games, and for shared use of heavy equipment in the event of an emergency.

Part F (Security) - As previously mentioned, most of the Public Safety functions related to the Games will be managed by (UOPSC). Police, Fire, Emergency Medical, Public Works, Comprehensive Emergency Management, Aviation Resources, and Federal assets and protection dedicated to the "*venues*" are resources under the management of UOPSC.

However, some security components extend outside the venues. They include security in the "*use areas*" (a SLOC responsibility), traffic management and access control (joint operations of SLOC and the City), and "*venue access control*". Once *venues* become operational, access is granted only through a properly issued credential or a ticket. Credentials are carefully controlled. They require a background checks, special arrangements, and strong justifications.

Public Protest Areas. UOPSC and venue planners are in the process of developing plans for "Public Protest Areas". Staff anticipates that areas where public protests can be conducted will be defined near each venue and official celebration area. If these areas are not identified by August 23, the MFLs will be conditioned to designate such areas by a date certain.

Adoption Process. While the Agreement is between Park City and SLOC, other groups are involved in the final adoption. The International Olympic Committee (IOC) has the right to review the agreement and has expressed their intent to do so. Also, with respect to transportation funding, UDOT will require a supplemental agreement. The first step in this process is adoption by the Council

Public Information. To this point the negotiations have not been public. The Agreement is now available to the public and the Council will hold at least two hearings on the Agreement and the MFL. Additionally, staff has reviewed the document the Executive Directors of the Historical Main Street Association and the Park City Chamber Bureau. Summit County has had access to a draft of the Agreement and staff has reviewed the document with the Summit County's Olympic Coordinator.

A series of meetings is planned to explain the plans and answer questions about Olympic activities. This series of Olympic information meetings hosted by Park City & Summit County will be held in September and October for employees, the service industry, and the general public Topics will include transportation, parking , access, the Main Street Celebration, the provision of public services, shopping, getting around, tips on enjoying the Olympics, and updates on all aspects of hosting the Olympics. These will be the only such meetings prior to the Olympics.

MEETING TYPE	DATE	PLACE	TIME
Employee	Wed., Sept. 5th	Santy Auditorium	4:00-6:00 pm
Employee	Thurs., Sept. 6th	Santy Auditorium	12:00-1:30 pm
Public	Mon. Sept. 10th	Santy Auditorium	6:30-8:30 pm
Public	Tues., Sept. 11th	Santy Auditorium	6:30-8:30 pm
Public	Mon., Sept. 17th	Santy Auditorium	6:30-8:30 pm
Delivery Services	Tues., Sept. 18th	Council Chambers	3:00-5:00 pm

MEETING TYPE	DATE	PLACE	TIME
Public	Tues., Sept. 18th	Santy Auditorium	6:30-8:30 pm
Package Services	Wed., Sept. 19th	Council Chambers	3:00-5:00 pm
Public	Sun., Sept. 23rd	St. Mary's Catholic Church	8:00 pm
Property Mgmt.. & Lodging Industry	Mon., Sept. 24th	Council Chambers	6:30-8:30 pm
Public	Tues., Sept. 25th	Park Meadows Country Club	6:30-8:30 pm
Public Transportation	Wed., Sept. 26th	Council Chambers	2:00-4:00 pm
Public	Wed., Sept. 26th	Richins County Services Building	6:30-8:30 pm
Service Providers	Thurs., Sept. 27th	Council Chambers	10 am-12 pm
Public	Tues., Oct. 2nd	Richins County Services Building	6:30-8:30 pm
Public	Wed., Oct. 3rd	North Summit H.S.	6:30-8:30 pm
Public	Thurs., Oct. 4th	South Summit H.S.	6:30-8:30 pm

D. Department Review:

Once the decision was made to pursue a contractual relationship with SLOC, negotiating teams were established within the City and SLOC. City Manager Toby Ross was the City's lead negotiator, supported by Frank Bell, Tom Bakaly, and Mark Harrington. Other staff members were routinely brought in or consulted as specific departmental or service delivery issues were identified. Kent Cashel, John Lind, and Ed Clouse were particularly helpful in developing service plans and budgets. The Agreement was reviewed in detail with Senior Managers on August 2 and Mid-Managers on August 8. The legal staff of Summit County has had an opportunity to review the draft, but has not commented.

ALTERNATIVES

A. **Approve the MFLs and Agreement:** The Council may approve MFLs and Agreement as proposed.

B. **Not Approve the MFLs and Agreement:** The Council may decide against approving the MFL and Agreement. Since this approach was authorized by the Council more than two years ago and the Council has updated periodically since, the action to deny the Agreement would be a major policy departure.

C. **Modify the Terms and Conditions:** The Council could decide to revisit terms and conditions of both the MFL and Agreement . In general, the Council has more discretion over the terms of the MFL that the Agreement since SLOC would have to concur with any changes to the Agreement. Some changes would be more significant than others and staff can advise how to make modifications most effectively.

D. **Do Nothing:** The MFL and Agreement package a number of required policy directions. The Council will have to make some decisions for Park City to effectively host the expected Olympic activities. The sooner decisions are made the better they can be communicated to the public.

SIGNIFICANT IMPACTS:

The MFL provides a framework for Olympic Activities and defines an efficient process for implementing the plans. The Agreement establishes our relationship with SLOC and provides reimbursement to the City for incremental event related expenses. Through this Agreement, SLOC will:

1. Pay inspection costs to the City for all temporary facilities.
2. Reimburse the City approximately $1 million for Games related services.
3. Reimburse Park City for about $340,000 in enhanced transportation costs and provide about $90,000 worth of materials and services.
4. Provide the City with more than $1 million in transportation equipment and staff.
5. Contribute to Park City $500,000 for the Main Street Celebration.

Most of this money will given to Park City January 2002. Some will be held in escrow as contingency and security.

Park City assumes responsibilities with the agreement including the obligation to deliver transportation, logistical, enforcement and inspection services; to cooperate with SLOC in hosting a community celebration; and to assist SLOC in protecting its marks and sponsors.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

We are quickly approaching the time when our Olympic efforts must shift from planning to implementation. Large delays in formalizing the relationships with SLOC and establishing administrative procedures could jeopardize successful implementation of plans.

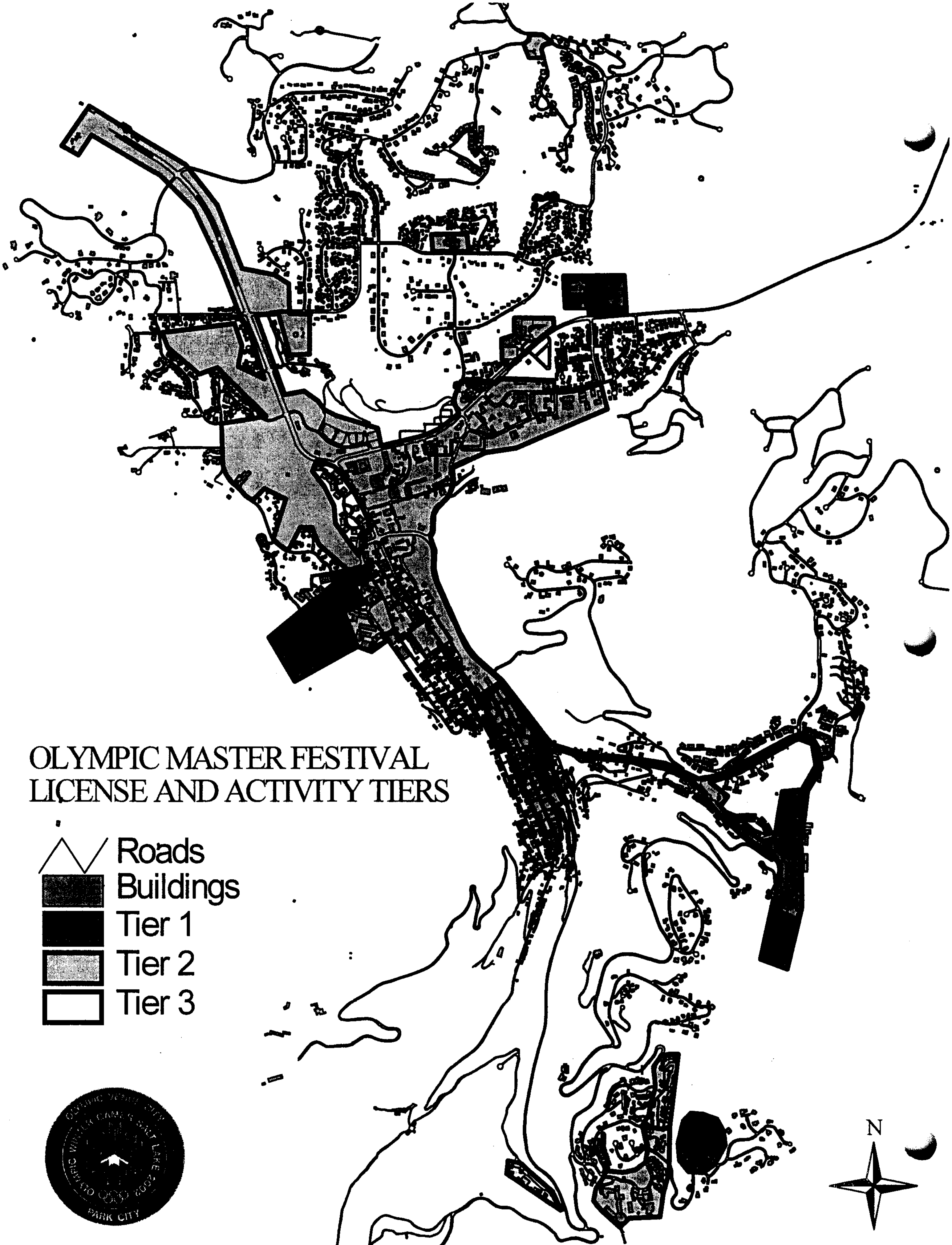
RECOMMENDATION:

Staff recommends that the Council conduct public hearings on August 9 and 23; and on August 23 approve:

- a City Services Agreement between the SLOC, and Park City;
- a Master Festival License for SLOC's activities; and
- the Olympic Master Festival License for the City's Olympic activities including the Main Street Celebration.

OLYMPIC MASTER FESTIVAL LICENSING AND ACTIVITY APPROVAL MATRIX

	TIER #1	TIER #2	TIER #3
PURPOSE	1. Provide an environment that supports the unique nature of Olympic competition and celebration. 2. Permit necessary temporary improvements while adhering to the general spirit of existing code requirements and protecting the aesthetic character and historic integrity of Park City. 3. Assure that the area is consistent with City and SLOC contractual commitments to Olympic sponsors. a) sponsor agreements for participation. b) offset Olympic expenses. 4. Facilitate participation of SLOC. a) Meet terms of City ServiceAgreement b) Enhance resource provision, code enforcement, transit. c) Insure consistent look & feel of Games. d) Produce a public celebration.	1. Allow for community Olympic activity - non-venue & non SLOC specific. 2. Provide approval discretion for ancillary Olympic activities and facilities. 3. Prevent incompatible or undesirable activities. 4. Support leasing City properties	1. Limit impacts of Olympic activities 2. No exception to existing regulations
MFL/AREA	1. Main Street Celebrations Area (City MFL). 2. SLOC Venues (SLOC MFL). 3. SLOC Use Areas (SLOC MFL).	1. Other areas of known Olympic activity. a) City Park. b) Library Park. 2. Areas not in Tier #1. a) Areas of potential Olympic Activity. b) Commercial areas. c) Non-Use Area, transportation corridors. d) Non-Use Area, pedestrian corridors.	1. All other areas of City. a) Neighborhoods. b) Other parks. c) Open space. d) Private lots.
STANDARDS of ADMINISTRATION or APPROVAL	1. Administer City Services Agreement. 2. MFL participants/sponsors &other entities. 3. Ancillary contracts and permits w/Olympic entities. 4. Internal staff approval for inclusion in MFL based on City's Olympic objectives & stated policies.	1. Negotiated Contracts w/ Council approval. 2. Administrative Approval under Dec. 14th Council Resolution. 3. Standard departmental approvals & permits.	1. Not eligible.
COUNCIL APPROVAL	1. Commercial or temporary parking for more than 150 cars 2. Contracts and purchases requiring Council approval according to budget policies 3. Significant modifications to MFL Tier boundaries.	1. Commercial or temporary parking for more than 150 cars 2. Contracts and purchases requiring Council approval according to budget policies 3. Significant modifications to MFL Tier boundaries 4. Assembly uses in temporary structures outside Tier 1 for more than 250 people;	1. Uses or activities requiring exceptions to usual city regulations.


OLYMPIC MASTER FESTIVAL
LICENSE AND ACTIVITY TIERS
Roads
Buildings
Tier 1
Tier 2
Tier 3
N
PARK CITY

June 14, 2001

MFL/TEMPORARY OLYMPIC PERMIT REVIEW PROCESS

#1) Application (concept or plans) submitted or referred to **MFL Review Group** for determination if the application is consistent with **MFL Plan**.

A. If consistent, requiring external physical changes, proceed to step 2
B. If consistent, not requiring external physical changes, issue compliance letter
C. If inconsistent, applicant notified of action, advised of modifications that could make application consistent, and notified of appeal rights to **MFL Appeal Board**.

NOTE: Action B requires concurrence of one member each from Olympic and CDD. Action C requires concurrence of one member each from Olympic, Legal and CDD. If decision lacks required concurrence, refer directly to **MFL Appeal Board** for decision.

#2) Application referred to **CD Group** for review according to **MFL Guidelines** with respect to historic buildings, signs and decorations, business license, vending standards, utility requirements, and code requirements.

A. If consistent, issue compliance letter and any required permits.
B. If inconsistent, applicant notified of action, advised of modifications that could make application consistent, and notified of appeal rights to **MFL Appeal Board**..

NOTE: Action B require concurrence of one member each from Olympic, Legal and CDD. If decision lacks required concurrence, refer directly to **MFL Appeal Board** for decision.

Glossary

1. **ECC-** The Event Coordinating Committee which has general administrative responsibility for the City's Olympic activities.

2. **MFL /Temporary Permit Process-** The administrative process used to authorize participation in the City's Olympic MFL. Made up of several groups formed to administer aspects of the process. The groups do not necessarily meet and normally use a routing process to secure the require approvals. The MFL Appeal Board is the exception in that it holds public meetings.

3. **MFL Review Group-** A committee formed and administered by Olympic Service to provide the initial screening for all Olympic-related requests. This group may have representation from a variety of departments and shall have representation from Legal and Community Development Departments.

4. **MFL Plan**- The basic framework for Main Street Celebration and other Olympic activities that require exceptions to City regulations. Includes map of the various MFL areas and associated policies.

5. **MFL Appeal Board**- A committee formed and administered by ECC to provide the ultimate policy determinations on Olympic-related requests that have not been resolved by the **MFL Review Group** or the **CD Group**. This group is designed promote consistent application of policy and due process. This Group may have representation from a variety of departments and shall have representation from Olympic Services and Community Development Departments. The Legal Department will advise this group on legal and liability issues.

6. **CD Group**- A committee formed and administered by the Community Development Department to provide compatibility review Olympic-related requests for physical improvements according to the MFL Guidelines. This group may have representation from a variety of departments.

7. **MFL Guidelines**- A set of administrative standards used by the CD Group to review Olympic requests. These standards address issues such as historic buildings, signs and decorations, business licenses, vending standards, and utility requirements. The standards will be approved by the ECC.

Exhibit B1
Budget Summary

	Basic City Services (City Responsibility)	Enhanced City Services (SLOC Responsibility)	Total
CITY SERVICES RESOURCES:	-		
Snow removal	275,501	22,300	297,801
Code Enforcement	57,066	46,640	103,706
Additional streets crew	-	480,342	480,342
GIS improvements	-	5,000	5,000
Extended P&R Operations	-	8,000	8,000
Clean up deposit/Contingency	-	100,000	100,000
Contingency Required	-	60,000	60,000
Total resources before credits	332,567	722,282	1,054,849
Credit for extended P&R operations	-	(8,000)	(8,000)
Credit for Main Street celebration support	-	(81,265)	(81,265)
Net Resources	332,567	633,017	965,584
ALLOCATIONS:			
Use area snow removal (5 storms)			
PCMR and DVR Zones		189,377	189,377
Main Street Celebration	143,044	81,265	224,309
Sub Total	143,044	270,642	413,686
Priority routes snow removal	107,282	-	107,282
Olympic travel routes operations control	25,175	-	25,175
Citywide code and license enforcement	57,066	46,640	103,706
Other			
GIS		5,000	5,000
Extended P&R operations		8,000	8,000
On venue maintenance services		232,000	232,000
Sub Total	-	245,000	245,000
Contingency	-	160,000	160,000
Total Allocations	332,567	722,282	1,054,849

Incremental Olympic Service Cost By Service Component

Service Component

		Revised Budget	
	Original Park City	Park City Revised	SLOC Responsibility
Expanded Park City Transit Service			
Salary & Benefits	$ 202,184	$ 176,199	
Recruitment & Training Costs	$ 13,875	$ 18,837	
Materials & Supplies	$ 9,588	$ 7,750	
Contract Services	$ 47,500	$ 10,000	$ 37,500
Fuel	$ 21,940	$ 17,748	
Maintenance	$ 43,030	$ 34,798	
Capital	$ 9,000	$ 9,000	
Total	**$ 347,117**	**$ 274,331**	**$ 37,500**
Park City UOP Direct Service			
Salary & Benefits	$ 8,179	$ 6,816	
Recruitment & Training Costs	$ 1,125	$ 1,875	
Materials & Supplies	$ 2,250	$ 1,500	
Contract Services	$ 4,800	$ 4,800	
Fuel		$ -	
Maintenance		$ -	
Capital	$ 11,800	$ 1,800	$ 10,000
Total	**$ 28,154**	**$ 16,791**	**$ 10,000**
Park City Hwy 40 Direct Service			
Salary & Benefits	$ 28,082	$ 23,402	
Recruitment & Training Costs	$ 2,250	$ 6,875	
Materials & Supplies	$ 5,500	$ 1,500	
Contract Services		$ -	
Fuel		$ -	
Maintenance		$ -	
Capital	$ 59,600	$ 14,600	$ 45,000
Total	**$ 95,432**	**$ 46,377**	**$ 45,000**
Day Skiers/Resort Employees (DVR)			
Salary & Benefits	$ 1,363	$ 1,136	
Recruitment & Training Costs		$ -	
Materials & Supplies	$ 250	$ 250	
Contract Services		$ -	
Fuel		$ -	
Maintenance		$ -	
Capital	$ 300	$ 300	
Total	**$ 1,913**	**$ 1,686**	**$ -**
Day Skiers/Resort Employees (PCMR)			
Salary & Benefits	$ 1,363	$ 1,136	
Recruitment & Training Costs		$ -	
Materials & Supplies	$ 250	$ 250	
Contract Services		$ -	
Fuel		$ -	
Maintenance		$ -	
Capital	$ 300	$ 300	
Total	**$ 1,913**	**$ 1,686**	**$ -**
Total Park City Service Incremental Cost	**$ 474,529**	**$ 340,870**	**$ 92,500**

PARK CITY

DATE: August 9, 2001
DEPARTMENT: Office of Capital Management and Budget
AUTHOR: Matt Twombly
TITLE: City Trail Lighting and Widening Project
TYPE OF ITEM: Award of Construction Contract

SUMMARY RECOMMENDATIONS: Staff requests authorization to proceed with the construction of the City Trail Lighting and Widening Project consistent with prior Council direction. Staff recommends that Council award the construction contract to R.C. Hunt Electric, Inc. for $120,995.50.

DESCRIPTION: Staff and Stantec Consulting, Inc., have proceeded with the design and production of construction documents to install electrical wiring, City purchased light fixtures and widen the trail with crusher fines along the bike path from the bike tunnel at Heber Avenue Northward to Iron Horse Drive. Staff proceeded with the temporary widening because earthwork operations are already necessary to install the conduit and lights, and repair any disruption with topsoil and seeding or other paving material consistent with the Park City Soils Ordinance.

The project completion date is October 15, 2001. The advertisement to bidders was legally noticed on July 11 and 12, 2001 and the sealed bids were opened on August 2, 2001. The bid was broken into two schedules due to different funding sources. Schedule A is the portion of the project between Heber Avenue and Deer Valley Drive and Schedule B is between Deer Valley Drive and Iron Horse Drive. This separation will not affect the timing of the project which will proceed as a single undertaking. The lowest responsible bid is by RC Hunt Electric, Inc. for $84,502.00 on Schedule A and $36,493.50 on Schedule B totaling $120,995.50.

Other responsive bidders were L&L Associates, Inc. who submitted a bid of $212,351.50, and Chesley Electric, Inc. who submitted a bid for $155,899.50 (Please see Table 1).

CONTRACTOR	SCHEDULE A	SCHEDULE B	TOTAL BID $
R.C. Hunt Electric	$84,502.00	$36,493.50	$120,995.50
Chesley Electric	$116,330.00	$39,854.00	$156,184.50
L&L Associates	$148,204.00	$64,147.50	$212,351.50

Table 1 - Trail Lighting and Widening Project Bid Results

A. Analysis: The total bid for $120,995.50 by R.C. Hunt Electric, Inc. is $112,326.50 below the Engineer's estimate of $233,322.00. Staff compared each responsive bid with the Engineer's estimate and determined that each was reasonable and that the bid process was sound.

B. Department Review:
Office of Capital Management and Budget
City Managers Office
Legal Department

ALTERNATIVES:

A. Approve the Request: Award the construction contract to R.C. Hunt Electric, Inc for $120,995.50 and enter into a construction agreement drafted by the City Attorney's office.

B. Deny the Request: This alternative appears to be an option if construction bids are unreasonably high as determined by the Council. Should Council decide not to award a contract to construct the City Trail Lighting and Widening Project, the trail will remain in its present condition.

C. Continue the Item: The bids may require more extensive analysis than time allows in the August 9, 2001 meeting. If this is the case, the bids expire 45 days after the bid opening. The consequence of continuance will impact the present construction schedule.

SIGNIFICANT IMPACTS:

Fiscal
There is sufficient funding available in the Lower Park Avenue RDA account to fund the Schedule A portion of the trail while the Schedule B section will be funded from the Trails Master Plan.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: In the event that Council determines the bids to be unreasonably high then the design and bid process would need to begin anew and greatly impact the construction schedule. If Council decides not to pursue the project, the trail would remain in its present condition. The light fixtures could be used at a later date for the project, for another project, or restocked at a cost to the City.

RECOMMENDATION: Staff requests that Council review the reasonableness of the bids and consider awarding the contract, so that the tentative construction schedule can be met. Staff recommends that the Council award the construction contract to R.C. Hunt Electric, Inc. and authorize staff to proceed with the construction of the City Trail Lighting and Widening Project.

PARK CITY
1884

CITY COUNCIL REPORT

DATE: August 9, 2001
DEPARTMENT: Community Development
AUTHOR: Eric DeHaan, P.E., City Engineer
TITLE: Approval of Construction Contract for the Thaynes Canyon Drive Traffic Signal
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS: Approval of a Construction Contract with Hidden Peak Electric Co. in a form to be approved by the City Attorney and in the amount of $179,028.00 to construct the traffic signal at the intersection of Thaynes Canyon Drive and S.R. 224.

DESCRIPTION:

A. Topic: A traffic signal at the intersection of Thaynes Canyon Drive/Snow Creek Drive/S.R. 224 was warranted as part of our Corridor Preservation Agreement with UDOT. The signal has been planned for several years. This contract will hire a qualified contractor to actually construct the traffic signal.

B. Background: Construction contracts of this magnitude require City Council approval. The Council appropriated $250,000 in the Capital Improvement Budget for FY-2000 for this project. The account number is 31-42128. Some of this funding came from the Post Office. The Council approved an engineering contract for the signal in June of 2000. Because UDOT would not approve the signal in the absence of a Corridor Preservation Agreement to preserve the traffic capacity through the state highways inside Park City, the Council approved that agreement in January of 2001. Please note that our engineering consultant, Sear-Brown, is roughly 75% through our total contract of $44,100.00. We have further committed to UDOT to reimburse them for approximately $21,000.00 in work related to the signal which UDOT performed prior to the recent repaving of 224. UDOT will reciprocate by supplying some of the hardware for the project, but the construction contract will essentially exhaust the project budget.

C. Analysis: A copy of one of the plan sheets for the signal project is attached. Both Thaynes Canyon Drive and Snow Creek Drive will be widened on their southerly sides in order to properly align the lanes. The affected property owners, Hotel Park City and Brentwood Equities (Sanford Sugar) have been very cooperative. The new signal will probably help visitors locate the Snow Creek Crossing shopping center and Hotel Park City, which is currently under construction. Of course, any new traffic signal on S.R. 224 will create an opportunity for congestion as rush-hour traffic is delayed by cars entering the highway, so once this signal is completed Park City will generally want to avoid any traffic signal projects except in those locations specified in the Corridor Preservation Agreement.

Please note that the new signal poles and mast arms will be Deer Valley Green in color, whereas the signal heads themselves will be Safety Yellow to help drivers notice the signals in the event they are dark due to a power failure. Pedestrians will have push-button controllers which, if used, will give the pedestrian approximately twenty extra seconds to cross the street.

The new signal, like all the others on 224, will have a manual phase-delay capability. In the event of excessive congestion such as seen during evening rush hour on peak ski days, police officers can delay the green phase on each of the 224 signals to clear traffic on 224. Of course, this action causes a delay for motorists on the side streets hoping for their green signal. This side-street delay is one of several reasons why the signals on 224 are not yet synchronized, nor will they be by this contract. All hardware is compatible with future synchronization.

Street name identification signs for Thaynes Canyon Drive and for Snow Creek Drive will be mounted on the signal mast arms. New street lights will be provided.

An advertisement for bids was circulated among contractors and in publications. Bids were opened on July 31st. The following bids were received:

Cache Valley Electric Co.	$219,950.00
Hidden Peak Electric Co., Inc.	$179,028.00

Hidden Peak Electric is a well-known firm currently working on a UDOT contract to install an electronic variable-message sign on I-80 west of Kimball Junction. Hidden Peak is also working on nine intersections for Salt Lake City. They are highly qualified for this contract.

D. Department Review: The construction contract has been reviewed by the Legal Department. The budget implications have been reviewed by OCM&B. The signal design itself has been reviewed by Community Development. No identified concerns remain.

ALTERNATIVES:

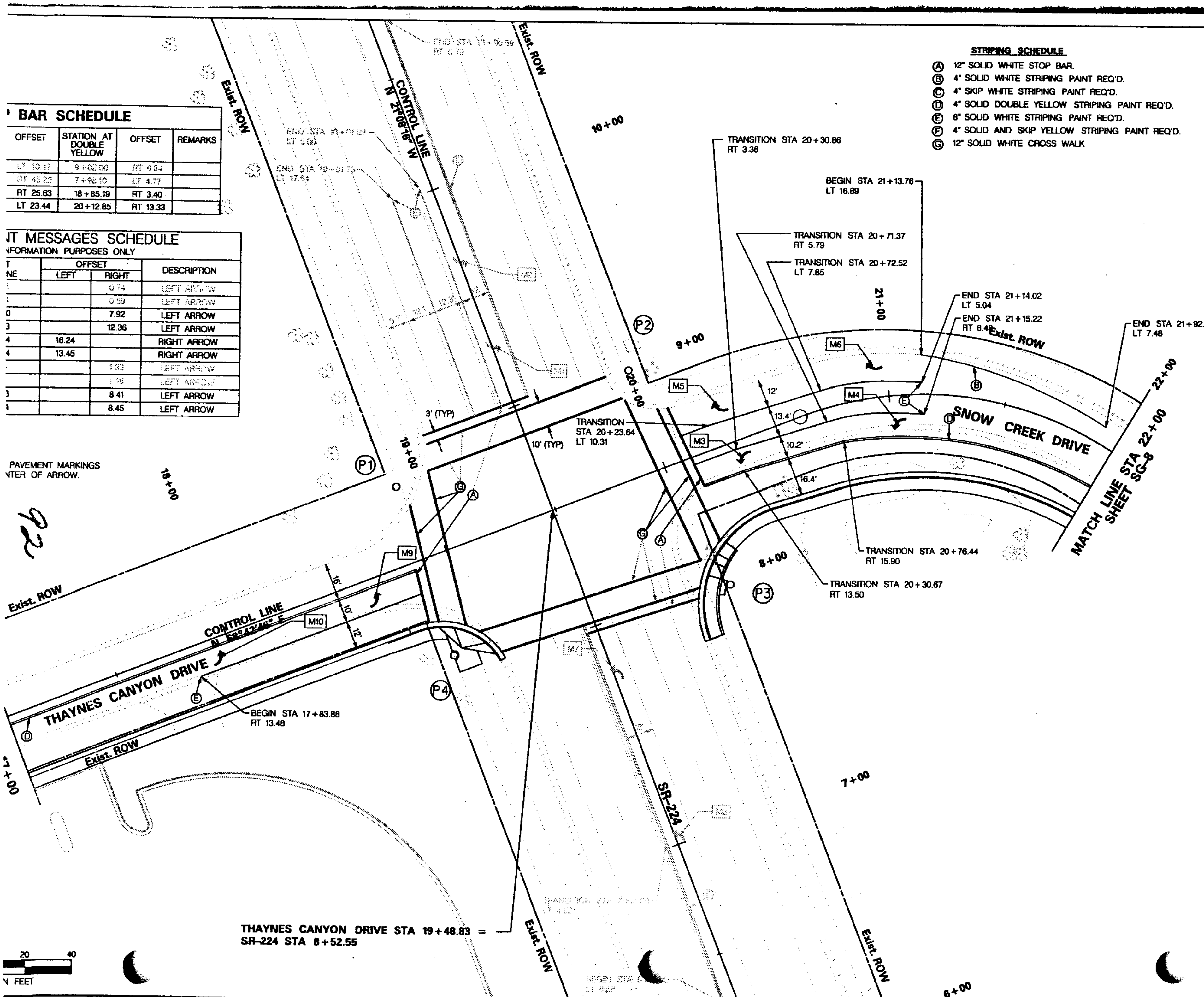
A. Approve the Request: This action is recommended by Staff. This will cause the signal to be installed prior to our Olympic ski season.

B. Deny the Request: The Council can decide to postpone the installation of the signal by rejecting the construction contract. We are not obligated to enter into the construction contract but some of the engineering design work and UDOT's preparation will have been wasted.

C. Continue the Request: If the Council needs more information about the signal design or the construction contract, the item can be continued. Please note, however, that we are bumping up against the October 15 paving deadline, even if the contract is approved tonight.

SIGNIFICANT IMPACTS: Approving the construction will essentially use up all of the budgeted funds for this project, but it is not anticipated that any non-budgeted funds will be necessary. Some traffic delays to motorists on Thaynes Canyon Drive and on Snow Creek Drive will occur.

RECOMMENDATION: Approval of the Construction Contract with Hidden Peak Electric Co., Inc. in a form to be approved by the City Attorney and in the amount of $179,028.00 to construct the traffic signal at the intersection of Thaynes Canyon Drive and S.R. 224.



STRIPING SCHEDULE

- Ⓐ 12" SOLID WHITE STOP BAR.
- Ⓑ 4" SOLID WHITE STRIPING PAINT REQ'D.
- Ⓒ 4" SKIP WHITE STRIPING PAINT REQ'D.
- Ⓓ 4" SOLID DOUBLE YELLOW STRIPING PAINT REQ'D.
- Ⓔ 8" SOLID WHITE STRIPING PAINT REQ'D.
- Ⓕ 4" SOLID AND SKIP YELLOW STRIPING PAINT REQ'D.
- Ⓖ 12" SOLID WHITE CROSS WALK

BAR SCHEDULE

OFFSET	STATION AT DOUBLE YELLOW	OFFSET	REMARKS
LT 10.17	9+02.00	RT 6.34	
RT 45.22	7+98.10	LT 4.77	
RT 25.63	18+85.19	RT 3.40	
LT 23.44	20+12.85	RT 13.33	

NT MESSAGES SCHEDULE

NFORMATION PURPOSES ONLY

T NE	OFFSET LEFT	OFFSET RIGHT	DESCRIPTION
		0.74	LEFT ARROW
		0.59	LEFT ARROW
0		7.92	LEFT ARROW
3		12.36	LEFT ARROW
4	18.24		RIGHT ARROW
4	13.45		RIGHT ARROW
		1.33	LEFT ARROW
		1.36	LEFT ARROW
3		8.41	LEFT ARROW
4		8.45	LEFT ARROW

PAVEMENT MARKINGS
NTER OF ARROW.

92

PARK CITY TRAFFIC SIGNAL

SEAR·BROWN
151 South Regent Street
Salt Lake City, UT 84111-1903
(801) 323-0887
www.searbrown.com

DESIGN	CCH	07/01	CHECK JLH 07/01
DRAWN	CCH	07/01	CHECK JLH 07/01
QUANT.	CCH	07/01	CHECK JLH 07/01

REVIEW

APPROVAL RECOMM. ___ DATE ___ PROJECT DESIGN ENGINEER

APPROVED ___ DATE ___

NO.	DATE	DESIGN REV. BY	MAPS COOR. BY	PARCELS AFFECTED	REQUEST BY	REMARKS
		ORIGINAL SUBMISSION FOR AUTHORIZATION				

REVISIONS

THAYNES CANYON DRIVE & SR-224
TRAFFIC SIGNAL - PARK CITY
STRIPING LAYOUT/SIGNING SHEET

PROJECT NUMBER SB #16775

SUMMIT COUNTY

SHEET No. SG-7

DATE: August 9th, 2001
DEPARTMENT: Transportation
AUTHOR: Kent Cashel, Transportation Director
TITLE: Award of Parking Service Contract to Ampco System Parking
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS: Authorize staff to execute a four year contract in a form approved by the City Attorney with Ampco System Parking for parking enforcement services in the annual amount of $201,290.

A. Topic:

Award of contract for parking enforcement services.

B. Background:

Ampco System Parking has continually provided parking enforcement services to the City since 1996. Ampco's current contract is scheduled to expire on October 31st, 2001.

Staff issued a Request for Proposal(RFP) for Parking Services in late spring of this year. A selection committee made up of staff from Public Safety, The Office of Capital Management & Budget and Public Works reviewed the proposals. After conducting a careful review the selection committee has recommended award of this contract to Ampco Parking Services.

C. Analysis:

Ampco's Contract Performance

Staff conducts an annual performance review of the services being supplied by Ampco. Ampco has consistently met or exceeded all required performance criteria. Staff believes Ampco is a responsive and responsible contractor.

RFP Process

Staff issued an RFP in accordance with all City procurement policies. Four vendors requested RFP's and three ultimately submitted proposals. A selection committee made up of staff from Public Safety, The Office of Capital Management & Budget and Public Works reviewed each of the three proposals. Each proposer was given the opportunity to personally present their written proposal and answer questions from the selection committee at meetings held at the Public Works Facility. Following these meetings individual selection committee members scored each proposal in the following areas:

- Overall Quality of Proposal
- Enforcement Strategy
- Pay & Display Parking Experience
- Special Event Parking Experience
- Resort Community Experience
- Quality & Effectiveness of Staffing Plan
- Local Management Resources
- Overall Cost (cost was not the sole determining factor as this is a professional services contract).

Each committee member then assigned an overall score (using the scores from each of the above areas). The overall score for each proposal used a 1-3 scale (1= Unacceptable, 2 = Acceptable, 3 = Superior, decimal points were utilized for scoring between). An overall committee score for each proposal was calculated using the average of all members individual scores. The results of this ranking process are contained in the table below.

Proposer	Overall Committee Score
Ampco Parking System	**2.55**
Central Parking System	**2.53**
Diamond Parking Systems	**1.63**

The selection committee unanimously agreed to include Ampco System Parking's and Central Parking Systems' proposals for further consideration. The selection committee eliminated Diamond Parking Systems' proposal from further consideration at this time. The contract cost of the two remaining proposals may be found in the table below.

Proposer	Contract Cost
Ampco Parking Systems	$ 201,289
Central Parking Systems	$ 197,491

Following these presentations Kent Cashel visited Central Parking System's operation in Salt Lake City to meet and interview the firms local management and staff (this group would be responsible for the operations of Park City's parking enforcement program). These visits indicated that Central Parking System's local management team was made up of two recent college graduates with little or no on-street parking enforcement experience.

Mr. Cashel also visited Central Parking System' municipal parking operation in Charlotte, North Carolina. Central Parking Systems' proposal was modeled after the company's Charlotte operation and staff believed it was prudent to see first hand if this program was as efficient and successful as the vendor represented it was.

While in Charlotte Mr. Cashel met with the contract administrator for Charlotte\Mecklenburg County Governments, Central Parking Systems' Operations Manager as well as the President of the Charlotte Center City Partners (Charlotte's downtown merchants association).

Following these site visits Mr Cashel reported back to the committee his findings and the selection committee unanimously recommended award of contract to Ampco Systems Parking. This decision was based upon the following reasons:

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

4 Year Contract
Staff is recommending a four year contract with Ampco (subject to an annual performance review). This extended term will enable the City to:

- Benefit from the experience of a tenured contractor.
- Control costs (1st two year contract amount is held constant, for the final two years contract cost increases cannot exceed the increase in the United States Department of Labor's Consumer Price Index (CPI) for services.
- Reduce the need for time and budget consuming procurement processes.

This term will not unreasonably restrict the City from making changes to its current parking enforcement program should Council wish to do so in the future. The contract will be in the form of a standard City professional services contract. This form provides the City a liberal amount of flexibility in that it allows for severance by thirty days notice in the event that the City wants to bring its parking operation in-house, secure another contractor or make significant changes to the current parking program.

In House vs Contractor supplied services
Staff has conducted a financial analysis to determine if it would be more cost effective to bring its parking enforcement operation in-house. This analysis indicated that, based upon the City's 2002 Pay Plan, Ampco provides parking enforcement at a cost slightly less than the City could do by taking over the operation.

Additionally, the use of a contractor provides the City greater flexibility in scheduling. In times when additional enforcement officers are required Ampco can draw these from other areas within its operation. When less enforcement is required Ampco can reassign its officers to operations outside the City. Scaling up and down would be much more difficult for the City with an in-house operation.

Staff does not believe the City would reap any significant financial or operational benefit by bringing the parking operation in-house.

D. Department Review:
This report and its recommendations have been reviewed by Public Safety, Office of Capital Management & Budget, City Attorney's Office, City Manager and Public Works.

ALTERNATIVES:

A. Approve the Request: Authorize staff to execute a four year contract with Ampco System Parking for parking enforcement services in the annual amount of $201,290. This is not staff's recommendation

B. Amend the Request: Council could choose to amend the term or other clauses of the contract.

C. Award to Another Proposer: Council could choose to award the contract to Central Parking or Diamond Parking. Central Parking proposed a slightly lower cost but was judged not to have met the other selection criteria as well as Ampco.

D. Deny the Request: City Council could choose to not authorize staff to execute a contract with Ampco System Parking. This would require staff to reopen negotiations with proposers or conduct another time consuming RFP process.

E. Continue the Item: City Council could choose to continue the item. Continuing beyond October 31st, 2001 would cause operational problems the City's current contract is set to expire on that date.

F. Do Nothing: City Council could chose to do nothing regarding this matter. This would have essentially the same effect as Alternative C.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:
This action would require staff to reopen negotiations with proposers or conduct another time consuming RFP process.

RECOMMENDATION: Authorize staff to execute a four year contract in a form approved by the City Attorney with Ampco System Parking for parking enforcement services in the annual amount of $201,290.

PARK CITY
1884

CITY COUNCIL REPORT

DATE: August 9, 2001
DEPARTMENT: Community Development
AUTHOR: Eric DeHaan, P.E., City Engineer Eric W DeHaan
TITLE: Award of Design and Construction Management Contract for Upper Park Avenue Reconstruction
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS: The Council should approve the agreement with Stantec Consulting, Inc., for engineering services related to the reconstruction of Upper Park Avenue in a form to be approved by the City Attorney and in an amount not to exceed $170,000.00.

DESCRIPTION:

A. Topic: Upper Park Avenue represents about 2500 linear feet of street between Heber Avenue and King Road. The reconstruction of Upper Park Avenue and its related utilities has long been a priority for the residents of Upper Park Avenue and for the City Council. In June, the Council appropriated $2,000,000 for the reconstruction. This budget action comes on the heels of an earlier design study report performed for Park City by Stantec Consulting which estimated construction costs at $1.8 million, not including the undergrounding of overhead power lines, which was deemed by the Council to be prohibitively expensive, and appropriate only if paid for through a special neighborhood district.

B. Background: A proposal from Stantec Consulting is attached. Approvals of consultant service contracts in this amount require Council approval. The reconstruction of Upper Park Avenue is a high Council priority for 2002 so it is important to get an engineer hired soon to prepare final plans and bid documents for a bid opening in February, 2002. This agreement is a logical extension of Stantec's design study report which was approved by the Council on August 31, 2000.

C. Analysis: Stantec Consulting is uniquely qualified to prepare the final plans and bid documents on Upper Park Avenue and to perform the project management on this project. Stantec already has a great deal of survey information collected from their earlier planning-phase efforts. Stantec has also successfully designed and managed several other high-profile Old Town street projects, including King Road, Ontario Avenue, and Woodside Avenue. Please note that any reconstruction in and under our 120-year-old streets is bound to encounter difficult conditions. Unknown foundation conditions, unidentified pipes and connections, drainage problems, and soil conditions can all be problems, the resolution of which needs to be performed by our low-bid contractor while keeping traffic moving as much as possible and residents and pedestrians safe. Upper Park Avenue will be no exception.

The design parameters will be finalized after one or more additional public meetings. At present we anticipate installing sidewalk from 6th Street to Heber Avenue but not elsewhere, and we plan to install gutters no less than twenty feet apart from back of gutter to the back of gutter, in accordance with the Fire Code and as recommended by the Fire Marshal, the City Engineer, and the Fire District. We also contemplate continued two-directional travel in the non-winter months. If the Council feels that these design parameters must be altered to accommodate local concerns it would be necessary for a Council majority to identify those changes.

D. Department Review: The Upper Park Avenue project has been reviewed by Community Development. Coordination meetings have been held with Snyderville Basin Water Reclamation District. The agreement with Stantec has been reviewed by the Legal Department. The Water Department is comfortable with this agreement but will need to review final plans since the Water Fund is paying about 40% of the cost. The Streets Department is also comfortable with this agreement but wants to avoid maintenance problems with any of the newly reconstructed street improvements. The Fire Marshal is concerned that we need to avoid speed bumps which can delay emergency response vehicles.

ALTERNATIVES:

A. Approve the Request: Approval of the agreement will keep the project as described on track for 2002 construction.

B. Deny the Request: By denying the request we would essentially be postponing the Upper Park Avenue project. This would save on capital costs but the City will face increased pavement and utility maintenance costs with deferral of reconstruction.

C. Continue the Request: If the Council desires additional background information the engineering services agreement could be continued.

SIGNIFICANT IMPACTS: The anticipated overall project cost is $1.8 million, including this engineering contract in an amount not to exceed $170,000.00. As of July 1, available budget amounts include $1.16 million from Capital Improvements Fund 31-44031, $53,000 from the Main Street Redevelopment Agency account 34-44031, and $787,000 from Water Fund account 51-45085. All of these amounts were contained in the budget recently approved by the City Council. Staff plans to return to Council in March of 2002 with a construction contract.

The Council discussed the possible creation of a special district to raise the money to place overhead utilities underground but determined there was not sufficient support from the neighborhood to pay these additional costs. The project as designed will install utility conduits both parallel to Park Avenue as well as underneath from side to side in order to accommodate a possible future undergrounding project. Any attempt to place power and phone lines underground will also turn the project into a multi-year endeavor with considerable additional inconvenience to the residents.

RECOMMENDATION: The Council should approve the agreement with Stantec Consulting, Inc., for engineering services related to the reconstruction of Upper Park Avenue in a form to be approved by the City Attorney and in an amount not to exceed $170,000.00.

Stantec Consulting Inc.
3995 South 700 East Suite 300
Salt Lake City UT 84107
Tel: (801) 261-0090 Fax: (801) 266-1671
stantec.com

Stantec

July 9, 2001

Mr. Eric DeHaan, P.E.
City Engineer
Park City Municipal Corporation
445 Marsac Avenue
Park City, Utah 84060

Re: Park Avenue Reconstruction Project
Engineering Services Proposal

Dear Eric:

As requested, enclosed is a proposed *Scope of Services* and a *Task Cost Report* for the Park Avenue Reconstruction Project, Phase 2 - Construction Phase. The documents have been prepared in accordance with our understanding of the scope of the project. If you have any questions regarding the items or costs contained in the proposal, please call.

We are looking forward to another successful project.

Respectfully,

Stantec Consulting Inc.

Roger W. McClain
Sr. Project Manager

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Buildings
Environment
Industrial
Transportation
Urban Land

EXHIBIT "A" TO THE AGREEMENT
SCOPE OF ENGINEERING SERVICES
for
PARK CITY MUNICIPAL CORPORATION
PARK AVENUE RECONSTRUCTION - CONSTRUCTION PHASE

PROJECT DESCRIPTION:

Phase 2 - Construction Phase of the Park Avenue Reconstruction Project includes design and construction services for improvements within Park Avenue from Heber Avenue to King Road. Proposed improvements generally consist of the upgrade of existing water main (pipe size as determined by PCMC), the installation of new copper water services to existing meters (where existing services are determined to require replacement), the replacement of existing water meters (where relocation is required due to conflicts or determined by PCMC), the replacement of fire hydrants, the installation of a storm drainage system, the installation of roll gutter along both sides of Park Avenue, the installation of traffic calming devices, and the replacement of the pavement section.

The work will be publicly bid by PCMC with construction scheduled for the 2002 construction season.

The following Tasks further describe the services to be provided:

TASK 1 - DESIGN & DOCUMENTS

- Incorporate conceptual design aspects of the Park Avenue Reconstruction - Planning Phase Report, prepared by Stantec Consulting Inc., into the project design.
- Attend meetings with PCMC staff and neighborhood council to establish requirements and considerations for the required improvements.
- Prepare final construction drawings based on survey information gathered during the Planning Phase. Geotechnical testing and reports are not a part of this Scope of Services.
- Prepare bidding and contract documents, including separate bidding schedules for PCMC. Prepare a quantity estimate and opinion of construction costs.
- The pavement section design and storm drain line sizings will be determined by the Park City City Engineer.

TASK 2 - BID AND CONSTRUCTION PHASE

- Provide project administration to assist the PCMC in pre-qualifying contractors, evaluating bids and awarding and preparing contracts for construction. Attend pre-bid meetings.
- Conduct a pre-construction conference. Arrange a schedule of progress meetings and other job conferences as required by the Contract. Provide contract administration. Issue all instructions to the Contractor, as requested by the City; issue necessary instructions and clarifications of the Contract Documents; have authority as City's Representative to require special inspection or testing of the Work. Verify monthly or final application for payments by the Contractor.

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

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

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

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

- Prepare mylar "record drawings". Provide survey locations for new water valves, meters, storm drain boxes and inverts. Provide one 24"x 36" set and one half-sized set to PCMC.

J:\863PCMC\PARKAVE\SCOPE

PERSONNEL PROJECTION REPORT

PARK AVENUE RECONSTRUCTION
PHASE 2 - CONSTRUCTION PHASE

Date: JUL 09, 2000
Project No.: EXHIBIT B
DESIGN, BIDDING AND CONSTRUCTION SERVICES

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

DESIGN PERIOD - AUGUST 6, 2001 TO DECEMBER 14, 2001
BIDDING PERIOD - FEB. 18, 2002 TO MARCH 14, 2002
CONSTRUCTION PERIOD - APRIL 15, 2002 TO OCTOBER 15, 2002
CLOSEOUT PERIOD - OCTOBER 15, 2002 TO NOVEMBER 15, 2002

TASK	Labor Hours By Personnel Category												Total Hours	Other Direct Costs	Labor Charges	Other Direct Charges	Total Fee
	1	2	3	4	5	6	7	8	9	10	11	12					
PHASE 2 - CONSTRUCTION PHASE																	
1 PREPARE BIDDING PACKAGE		100	80	60	180	180				12			612	$1,750.00	$45,419.80	$1,925.00	$47,344.80
2 BIDDING ASSISTANCE		8		24						4			36	$75.00	$2,658.72	$82.50	$2,741.22
3 CONSTRUCTION SERVICES		220					16	120			990		1,346	$6,500.00	$102,259.90	$7,150.00	$109,409.90
4 PROJECT CLOSEOUT		16				48		16			40		120	$500.00	$8,380.24	$550.00	$8,930.24
SUBTOTAL - PHASE 2	*0*	*344*	*80*	*84*	*180*	*228*	*16*	*136*	*0*	*16*	*1030*	*0*	*2114*	*$8,825.00*	*$158,718.66*	*$9,707.50*	*$168,426.16*
PROJECT TOTALS	0	344	80	84	180	228	16	136	0	16	1030	0	2114	$8,825.00	$158,718.66	$9,707.50	$168,426.16

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EXHIBIT "B"

PARK AVENUE RECONSTRUCTION

The following hourly billing rates will be in effect July 1, 2001 through December 31, 2001. A 3.0 percent increase to the hourly rates will be effective January 1, 2002 and remaining in effect throughout the remainder of the project. Personnel not listed below will be billed at an hourly rate of 2.90 times the direct labor cost.

Project Team		Hourly Rates
Position	**Personnel**	**thru 2001**
Principal	Bob Elder	$121.80
Project Manager	Roger McClain	$121.80
Project Engineer	Ken Engstrom	$96.86
Engineer / Field Engineer	Steve Yorgason	$62.93
Designer	Susan Pritchett	$67.86
Drafter	Jeromiah Johnson	$49.88
Inspector	Larry Van Tassell	$70.04
Sr. Surveyor	Jack Berry	$110.20
GPS Survey Crew	1 person	$85.00
Std. Survey Crew	2 person	$95.00
Word Processor	Sherry Brugman	$43.50

Reimbursible expenses (direct costs) will be billed at a rate of 1.10 times the direct cost.

Council Agenda Report

Date: August 9 2001
Department: Leisure Services
Author: Bob Johnston

Title: Memorandum of Understanding between Park City and Snyderville Basin Special Recreation District.

Type of Item: Action

Summary Recommendation: Approve and adopt the attached Memorandum of Understanding between Park City Municipal and Snyderville Basin Special Recreation District.

Description:

A. Background: Park City and the Snyderville Basin Special Recreation District (SBSRD) have been working under an existing Memorandum of Understanding (MOU) for the past 18 months. One condition in the existing MOU was that a decision regarding wether or not to continue the relationship needed to be made by August 1 2001. Representatives from the City and the Basin have been meeting since early March 2001.

The groups began initially with philosophical discussions regarding individual program objectives. While differences do exist, both sides agreed that in some areas it made sense to continue to work together. We identified two specific areas, the first being youth sports and the second, capitol facility development. Both groups felt it was necessary to continue with the current program given its past success. And, that it was reasonable to consolidate the youth sports program by combining SBSRD and Park City residents to provide more recreational opportunities and a greater overall recreational experience for all children living in the greater Park City area. Secondly, both groups realize that combined planning efforts for large capital improvement projects may better serve long term constituent needs and have agreed to develop future facilities that will compliment, rather than duplicate the efforts of both jurisdictions. The proposed new MOU attempts to address how the above objectives will be achieved.

B. Analysis. The new proposed MOU in some respects is fundamentally different from the old one. Some of the more significant changes are discussed below.

* **Program administration** under the existing MOU was handled almost exclusively by Park

City Leisure services. Under the proposed MOU the administration of the program will be divided between Park City and SBSRD. In the past an itemized invoice was presented by Park City Recreation to SBSRD for services rendered. A system of reconciliation using "Generally Excepted Accounting Practices" will be implemented in the new MOU. The revenues and expenditures of both agencies will be reported at the end of a given program. The report will be reviewed by the respective governing bodies and any payments for any outstanding balances to either agency will be made within thirty (30) days of the report presentation.

* **Field use** will be addressed differently in the proposed MOU. In the past we only considered field use as it related to youth sports, under the new agreement all field uses will be considered in a master calender and all programs will be given fair consideration for scheduling. Park City and SBSRD will be responsible for each jurisdictions maintenance of fields.

* **Program enhancements** were something that both sides had an interest in. The proposed MOU identifies strategies for improving coaching and enhancing player development. We have also given consideration to the development of a Youth Sports Commission made up of former and/or present volunteer coaches.

* **Facility development** is recognized as having tremendous benefits if planned inter-locally. Both parties have agreed to work together on the development of future recreation facilities that would complement rather than duplicate existing recreational opportunities.

The Proposed Memorandum of Understanding is well written and establishes a good framework for inter-agency cooperation. Once adopted the staffs from both agencies will need to work together to develop systems that will ensure the success of the MOU. How we handle program registrations, report revenues and expenditures, equitably divide administrative responsibilities and the identification of program standards, will all need to be addressed during the months that follow. We would expect that much of this proposed MOU would not be actually implemented until spring baseball 2002.

C. Review. The proposed Memorandum of Understanding has been reviewed by the Leisure Services Department, The Office of Capital Management and Budget and the Legal Department.

Staff Recommendation: adopt the proposed Memorandum of Understanding between Park City and the Snyderville Basin Special Recreation District.

Alternative: If Council cannot support the proposed recommendation, it is suggested that Council identify the components of the MOU that they cannot support and direct the negotiating team to re-visit those issues with SBSRD.

Resolution No. -01

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN PARK CITY MUNICIPAL CORPORATION AND SNYDERVILLE BASIN RECREATION DISTRICT

WHEREAS, the Interlocal Cooperation Act provides that any power that may be exercised by any public agency may be exercised and enjoyed jointly with other public agencies pursuant to an agreement approved by resolution of the governing bodies of each such public agencies; and

WHEREAS, the Snyderville Basin Recreation District ("SBRD") and Park City Municipal Corporation ("Park City") provide recreation programs within their respective jurisdictions; and

WHEREAS, it is in the best interests of both parties to provide efficient delivery of recreation services; and

WHEREAS, a comprehensive recreation program for Park City and the SBRD may be best realized through joint, cooperative, and consolidated effort; and

WHEREAS, both parties agree that a consolidated youth sports program combining SBSRD and Park City residents will provide children with more recreational opportunities and a greater overall recreational experience; and

WHEREAS, the governing bodies of Park City and SBSRD each desire to achieve maximum quality recreation programs and activities at reasonable costs to taxpayers and participants alike.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Park City, Utah that the City Council hereby approves the execution of the Memorandum of Understanding attached as "Exhibit A".

PASSED AND ADOPTED this 9th day of August, 2001.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Bradley A. Olch

Attest:

____
Janet M. Scott, City Recorder

Approved to form:

____
Mark D. Harrington, City Attorney

MEMORANDUM OF UNDERSTANDING ON COOPERATIVE YOUTH SPORTS PROGRAMMING AND FACILITY OPERATIONS AND MAINTENANCE

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this ____ day of August, __________, 2001 by and between the **SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT** (hereinafter "SBSRD") and the **PARK CITY MUNICIPAL CORPORATION** (hereinafter "Park City"), bodies corporate and politic of the state of Utah.

WHEREAS, SBSRD and Park City Municipal Corporation provide recreation programs within their respective jurisdictions; and

WHEREAS, it is in the best interests of both parties to provide efficient delivery of recreation services; and

WHEREAS, a comprehensive recreation program for the Park City and the Snyderville Basin may be best realized through joint, cooperative, and consolidated effort; and

WHEREAS, both parties agree that a consolidated youth sports program combining SBSRD and Park City residents will provide children with more recreational opportunities and a greater overall recreational experience; and

WHEREAS, the governing bodies of Park City and SBSRD each desire to achieve maximum quality recreation programs and activities at reasonable costs to taxpayers and participants alike, as more fully set forth below.

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

1. **Definition and Description of Parties and Terms**:

   A. "SBSRD" shall mean the Snyderville Basin Special Recreation District, a Utah body politic, whose principal address is c/o District Administrator, P.O. Box 980127, Park City, UT 84098.

   B. "Park City" shall mean Park City Municipal Corporation, a Utah body politic, whose principal address is c/o City Manager, P.O. Box 1480, Park City, UT 84060.

   C. "Basin/Park City Youth Sports Program" shall mean the youth baseball, basketball, and soccer programs existing at the time of execution of this document and as directed pursuant to this Memorandum of Understanding.

D. "Facilities" shall mean all playing fields, and any buildings or fixtures required to run the Basin/Park City Youth Sports Program.

E. "Oversight Committee" shall mean a Youth Sports Oversight Committee consisting of the following members: two SBSRD Board Members; two Parks and Beautification Board Members; Park City's Leisure Service Director; the SBSRD District Administrator; and two Park City Council Members. The Youth Sports Oversight Committee shall be responsible for advising the Youth Sports Organizational Committee and making recommendations to SBSRD's and Park City's decision-making bodies, including whether this Memorandum of Understanding should be extended beyond its termination date.

1. **<u>Purpose of Memorandum of Understanding</u>**:

This Memorandum of Understanding is intended to establish a Basin/Park City Youth Sports Program for the purpose of sustaining and permitting further development of the successful youth sports programs established between SBSRD and Park City through past agreements. The Basin/Park City Youth Sports Program is intended to serve all children residing within the boundaries of SBSRD and Park City, according to the parameters set forth herein. It is the intent of the parties to provide a recreational program experience that is integrated, yet flexible in order to accommodate the changing needs of the community. The participation of Park City and SBSRD patrons will be "seamless" at the user level for all programs identified under the terms of this Memorandum of Understanding.

2. **<u>Basin/Park City Youth Sports Program Content</u>**:

A. The Basin/Park City Youth Sports Program shall grant equal access to all children residing in that area of Summit County contained within the boundaries of Park City and Snyderville Basin Special Recreation District.

B. The content of the program shall be the responsibility of the Youth Sports Organizational Committee, as defined herein.

4. **<u>Basin/Park City Youth Sports Program Administration</u>**:

A. Registration and participant fees for all programs identified as Basin/Park City Youth Sports Programs will be received by Park City Leisure Services and SBSRD. To improve efficiencies of program registration, alternative registration and payment methods which utilize on-line and/or computer interconnect applications shall be implemented.

B. Revenue and expenses from the Basin/Park City Youth Sports Program will be accounted for by designated representatives of each agency. The parties agree to utilize generally accepted accounting principles. Cost control measures will be established as described in, and consistent with, section 9.B. At the present time, Park City and SBSRD acknowledge that registration fees for some youth programs offered through the Basin/Park City Youth Sports Program may not offset the expense of those programs. SBSRD and Park City agree to pay their proportionate share of the difference between the actual program costs and revenue derived from Basin/Park City Youth Sports Program participant fees, as provided for below.

(1) The share of Basin/Park City Youth Sports Program revenues attributable to Park City and SBSRD will be calculated and divided proportionately based on the actual number of program participants and their residence identified at the time of program registration (Park City or SBSRD).

(2) The share of direct program expenses payable by Park City and SBSRD will be calculated and divided proportionately based on the actual number of program participants and their residence identified at the time of program registration (Park City or SBSRD). As used herein, "direct program expenses" shall mean those costs incurred by either agency which are directly attributed to operation of the Basin/Park City Youth Sports Program, including but not limited to costs for uniforms, balls, equipment, travel, and officials/referees.

(3) The share of indirect program expenses payable by SBSRD and Park City will be calculated and divided proportionately based on the actual number of program participants and their residence identified at the time of program registration (Park City or SBSRD). As used herein, "indirect program expenses" shall mean administrative overhead costs incurred at either the Park City Racquet Club or SBSRD offices for administration of the Basin/Park City Youth Sports Program, including but not limited to office supplies, photocopies, and personnel. Both parties will make best efforts to ensure the total indirect program expenses allocated to the

Basin/Park City Youth Sports Program will not exceed 30% of the direct program costs. Cost control will be managed as described in section 9.B.

(4) Leisure Services and SBSRD Recreation staff representatives will submit a joint youth sports program reconciliation report, along with a program report to the Youth Sports Oversight Committee three times per year (following the conclusion of each program (baseball, basketball, and soccer). This statement will reflect (1) program revenue, (2) the direct program expenses attributed to the respective program, and (3) the total indirect program expenses incurred during the time period. Following review and approval by the Youth Sports Oversight Committee, the reconciliation report will be forwarded on to the respective governing boards. Payments to reconcile outstanding balances will be made within thirty (30) days of the report.

5. **Future Sports Programs**:

Both parties understand and agree that other innovative recreational program inventory will be developed over time. Upon the establishment of new recreational programs by either agency, the other shall have the option of participating in such programs at non-differential rates. The parties in the development of program inventory will consider findings of the Wikstrom report, dated September, 2001.

6. **Facility Operation, Maintenance, and Administration**:

Each party shall be responsible for preparation and maintenance of all playing fields and facilities located within their respective boundaries and shall absorb all related expenses, including administrative costs.

7. **Calendaring of Facilities**:

Games, practices, and other events related to the soccer program shall be scheduled equitably on SBSRD and Park City facilities. Best efforts shall be expended by both parties to achieve the same equitable scheduling of facilities for the baseball and basketball programs. As used herein, the concept of equitable scheduling is intended to be implemented on a regional basis for the greater Park City area. The parties acknowledge the field and gym space needs of local competitive "club sports," Park City School District programs, and other local constituent interests above and beyond

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Basin/Park City Youth Sports Programs. All fields and facilities should be scheduled to best accommodate all recreation and sports programs. The schedule will be based on balanced field use, i.e., which programs or clubs are suited to which facilities. Items to be considered should include: travel, consistency and convenience of a player's schedule, field appropriateness, parking, resting of fields, other activities. The parties agree that Basin/Park City Youth Sports Programs will have calendaring priority for use of the facilities except as otherwise dictated by interlocal agreements with Park City School District. Club sports and special events shall take next priority, followed by makeup games or other irregularities in recreation program schedules.

8. **Facility Development**:

The parties to this Memorandum of Understanding acknowledge and understand that the needs of the parties may change over time due to increased growth in the area. The parties agree to negotiate in good faith and change the purposes identified within this Memorandum of Understanding as necessary. The parties will strive to develop future facilities that will contribute to and complement, rather than duplicate, existing recreational opportunities within western Summit County. The parties acknowledge that combined planning efforts for large capital improvement projects may better serve long term constituent needs and the economic development interests of the region.

9. **Youth Sports Organizational Committee**:

A. A Youth Sports Organizational Committee shall be formed, consisting of recreation coordinators from SBSRD and Park City. The Youth Sports Organizational Committee shall be responsible for determining the content of the youth sports programs during the term of this Memorandum of Understanding. The Youth Sports Organizational Committee shall also be responsible for managing costs and purchases, as well as determining the philosophy, nature, and organization of the Basin/Park City Youth Sports Program. All programs shall be subject to annual review.

B. Youth Sports Organizational Committee members shall agree to coordinate in advance on all program related expenditures, including allocation of staff responsibilities related to program specific tasks and service levels (e.g., field lining, field prep.) to achieve efficiencies and cost control of program management. A checklist of program responsibilities will be divided between the two jurisdictions in an effort to balance the workload. A uniform chart of accounts for tracking of program expenditures will be developed and utilized by both jurisdictions, in accordance with generally accepted accounting principles. In the event that the Youth Sports Organizational Committee is unable to agree upon or resolve any issues related to the Basin/Park City Youth Sports Program, direction shall be sought from the Oversight Committee.

C. The parties have agreed upon these program improvements:

(1) Coaching

1.1. Refine coaches' clinics to increase participation through better promotion, better clinic design, and more required attendance.
1.2. Host child-parent clinics in which the coaches will assist.
1.3. Recruit assistance of competitive coaches in skills clinics and coaches clinics.
1.4. Include in the coach information packets a skills development outline for each sport.
1.5. The agencies agree to pay for each coach to be trained by NAYS (National Association of Youth Sports).
1.6. Develop a coaches appreciation system (i.e. golf tournament, coaches' games, awards for different levels of service).

(2) Player Development

1.1 Continue to operate and develop skills clinics prior to and during each season.
1.2 Host player-parent clinics at the beginning of each season.
1.3 Continue to operate sports specific programs outside of the joint program.
1.4 Utilize training by competitive coaches.

(2) Sports Commission Development

2.1 Develop a sports commission made up of former and present volunteer coaches. This body will develop standards for sportsmanship and sportsmanship penalties, standards for coaches' conduct and standards for reprimand, length of seasons, rules changes, skills competitions, and league formats.

10. **<u>Indemnification and Insurance</u>**:

A. To the extent allowed by law, Park City shall indemnify and hold harmless SBSRD, and its Officers, Directors, its agents, employees and independent contractors, and its successors and assigns, against all third party damages, losses, claims, attorney fees and costs arising out of any act or omission of Park City, its agents, employees and independent contractors relating to Park City's performance under this Memorandum of Understanding. This indemnification provision shall apply to all theories of recovery, including breach of contract or warranty, negligence, quiet title, and strict or statutory liability, except for the sole negligence of SBSRD, its officers, directors and its agents, employees and independent contractors. SBSRD shall give prompt notice to Park City of any claim or demand against SBSRD which may allow SBSRD to make a claim of indemnification against Park City under this paragraph and that SBSRD will allow Park City to investigate, defend and settle such claims without any act on the part of SBSRD which may interfere with or compromise the ability of Park City to successfully defend the claim.

B. To the extent allowed by law, SBSRD shall indemnify and hold harmless Park City, and its Officers, Directors, its agents, employees and independent contractors, and its successors and assigns, against all third party damages, losses, claims, attorney fees and costs arising out of any act or omission of SBSRD, its agents, employees and independent contractors relating to SBSRD's performance under this Memorandum of Understanding. This indemnification provision shall apply to all theories of recovery, including breach of contract or warranty, negligence, quiet title, and strict or statutory liability, except for the sole negligence of Park City, its officers, directors and its agents, employees and independent contractors. Park City shall give prompt notice to SBSRD of any claim or demand against Park City which may allow Park City to make a claim of indemnification against SBSRD under this paragraph and that Park City will allow SBSRD to investigate, defend and settle such claims without any act on the part of Park City which may interfere with or compromise the ability of SBSRD to successfully defend the claim.

C. Each party shall maintain Public Liability Insurance to protect patrons and participants on the premises. Each party shall carry a policy of general liability insurance in an amount of at least $2,000,000 per incident or occurrence. SBSRD shall be named as an additional insured on Park City's policy, and Park City shall be named as an additional insured on SBSRD's policy. A certificate of insurance with a 30-day cancellation notice provision shall be provided to each party within 60 days of the date of this Memorandum of Understanding. Each party may carry whatever additional insurance they deem appropriate.

12. **<u>Notice</u>**:

Notice required by this Memorandum of Understanding may be given by mail, postage prepaid, to the following addresses and will be deemed to have been given when posted, properly addressed as follows:

Snyderville Basin Special Recreation District
Attention: District Administrator
P.O. Box 980127
Park City, UT 84098

Park City Municipal Corporation
Attention: City Manager
P.O. Box 1480
Park City, UT 84060

13. **Term**:

This Memorandum of Understanding will be in effect upon its execution by each of the parties for four (4) years commencing _______________, 2001. At the option of the parties, this Memorandum of Understanding shall be extended upon the same terms and conditions for an additional two (2) year term. This Memorandum of Understanding may be terminated by either party at any time upon providing the other party with six month's written notice. Such notice shall state with specificity the reason(s) for the contemplated termination. Upon notice, and for three months thereafter, the Youth Sports Oversight Committee shall exert best efforts to resolve the issues and/or disputes which gave rise to the notice of termination. If agreement is reached, such agreement shall be memorialized in a memorandum, which shall cancel the notice of termination. If a resolution is not achieved, termination shall take place in conformity with such notice or at the termination of the program period, whichever is later. Renewals and/or extensions of this Memorandum of Understanding shall be decided no later than six (6) months prior to the termination date provided herein.

DATED THIS _____ day of _________, 2001.

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

____
Sharon Odell, Chairman

ATTEST:

____
Tim Douglas, Clerk

PARK CITY MUNICIPAL CORPORATION

____
Bradley A. Olch, Mayor

ATTEST:

____
City Recorder

APPROVED AS TO FORM:

____
City Attorney's Office

PARK CITY
1884

DATE: August 9, 2001
DEPARTMENT: Olympic Services
AUTHOR: Linda Cook, Frank Bell
TITLE: Lease Approval for Olympic Use of Main Street Kiosk, 514 Main Street.
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS:

Approve a lease during the 2002 Winter Olympics for the Main Street Kiosk, 514 Main Street, to the New York State Department of Economic Development (NYSDED).

DESCRIPTION

A. Topic:

Lease agreement between the New York State Department of Economic Development and the City for Olympic use of the Main Street Kiosk beginning on January 6, 2002 and ending on February 28, 2002 (54 days) for a payment of $14,900.

B. Background:

Earlier this year, the Chamber hosted a reception and dinner with representatives from NYSDED who were in Utah to discuss joint marketing strategies for US bob, luge, and jumping facilities in Utah and Lake Placid, New York. Past relationships had been somewhat competitive which was felt to be unproductive for both facilities. A number of strategies resulted from these conversations which should attract future events and athletes in training to both facilities. At the same time, NYSDED became interested in renting space on Main Street during the Games for promotional activities and a New York State information center. Since their space needs were minimal, and their budget limited, the Main Street Kiosk suited their purposes.

Staff has since worked out an agreement with NYSDED to rent the Kiosk for the agreed upon price of $14,900. Since negotiations began, the current tenant, ABC Reservations, has secured a new lease. In the new lease is an "Olympic out clause" which insures that the building will be available during the agreed upon time frames. Current tenant is aware that the building will be leased during January and February, 2002.

A $5,000 deposit will be paid upon authorization of this lease with the balance due prior to the expiration of the lease.

C. <u>Analysis</u>:

This lease is quite similar to others, both approved and contemplated, for use of public property during the Games. It is essentially one government entity renting space to another. This agreement also contemplates a public, promotional use of the property, much as it is used today. While it does not generate a great deal of revenue, the funds will go toward offsetting municipal Olympic expenses. The revenue gained is far more than the current tenant pays. The revenue will be assigned to the Main Street Celebration.

D. Department Review:

The Olympic Services Department, Capital Management and Budget, and the Legal Department have reviewed and support this agreement.

ALTERNATIVES

A. Approve the Lease: The Council may approve the lease as written.

B. Not Approve the Lease: The Council may decide against the lease.

C. Modify the Terms and Conditions: The Council could decide to re-negotiate terms and conditions as necessary.

D. Do Nothing: The applicant requests an answer as soon as possible.

SIGNIFICANT IMPACTS:

The impacts have been discussed to some degree in the analysis section. Staff believes there are few, if any, negative impacts. The current tenant has readily agreed to vacate. There are no adverse affects to public services. The City incurs no costs, and no public resources are need to support the agreement. The revenues from this lease (and the earlier $25,000 payment from Jan's) are being assigned to the Main Street Celebration budget.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

NYSDED will not lease the space in question.

RECOMMENDATION:

Staff recommends approval of the lease and the terms and conditions negotiated therein.