

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JULY 22, 2004**

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, July 22, 2004.

AGENDA

Closed Session – Executive Conference Room

3:00 p.m. Property and personnel

Work Session – City Council Chambers

4:45 p.m. Council questions/comments

5:00 p.m. Review of regular meeting

- Mosquito abatement
- Meeting questions/comments

5:30 p.m. Board interview

5:45 p.m. Break

Regular Meeting – City Council Chambers

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETING OF JULY 1, 2004

V RESIGNATIONS AND APPOINTMENTS

Three appointments to Planning Commission for terms expiring June 30, 2008

VI CONSENT AGENDA PUBLIC HEARINGS

1. USC Marching Band Concert Master Festival License to be held at City Park on September 17, 2004

2. Light the Night Master Festival License to be held in City Park on September 11, 2004

3. Wild West Shoot Out Master Festival License to be held at Miners Park on July 27, August 3, 10, 17, 24, and 31, 2004

4. Ordinance amending Title 15, Chapter 2.20-5 of the Municipal Code regulating outdoor display of art and public park facility structures within the setback of the Entry Corridor Protection Overlay Zone

VII CONSENT AGENDA

1. USC Marching Band Concert Master Festival License to be held at City Park on September 17, 2004

2. Light the Night Master Festival License to be held in City Park on September 11, 2004

3. Wild West Shoot Out Master Festival License to be held at Miners Park on July 27, August 3, 10, 17, 24, and 31

4. Ordinance amending Title 15, Chapter 2.20-5 of the Municipal Code regulating outdoor display of art and public park facility structures within the setback of the Entry Corridor Protection Overlay Zone

5. Outdoor dining lease with 412 Bistro, located at 412 Main Street, Park City, Utah

VIII NEW BUSINESS

1. Authorization to enter into a contract with Grant Thomas Consulting Inc., in a form approved by the Legal Department, in an amount not to exceed \$116,000, for project management consulting services related to both the Downtown Projects and Quinn's Junction Recreation Complex

2. Resolution confirming the sale and authorizing the issuance of \$9,000,000 General Obligation Bonds, Series 2004 of the City; and providing for related matters

3. Annexation and zoning of property known as the Spiro Tunnel Parcel – Paladin

- Public hearing
- Review and discussion of draft annexation agreement
- Motion to continue to July 29, 2003

4. Annexation to the Summit County Mosquito Abatement District

- Public hearing
- Resolution of intent to annex to the Summit County Mosquito Abatement District

IX ADJOURNMENT

Posted: 07/19/04

See: parkcity.org

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

July 2004

- 23 *Pioneer Day*
- 29 Closed session – property
Prospector sidewalk snow removal services – work
Employee mortgage assistance program – work
Triple Crown Sports MFL and service agreement
Ordinance – 41 Sampson Avenue plat amendment
RAB and HPB interviews
Resolution – interlocal agreement – ice facility – Colin
Appeal of HDC denial of CAD for 801 Park Avenue – David Belz

August 2004

- 5 Closed session – personnel
Quarterly Goal Update – work
- 12 Appointment of RAB and HPB members
Marsac Avenue and Chambers Street right-of-way – Brooks
Addendum to Sundance Film Festival license and service agreement
Insurance broker agreement – Cindy
- 19 Manager's workshop 10 a.m. – 3 p.m.
Candy gone
No meeting
- 26 RAB Annual Visioning Session – work (45 min)

September 2004

- 2 **No meeting**
- 6 *Labor Day*
- 9
- 16 **No meeting – City tour**
- 23
- 30

October 2004

- 7 **No meeting**
- 14
- 21
- 28 **No meeting**

November 2004

- 4
- 11
- 18
- 25 **Thanksgiving**

26 Thanksgiving holiday

December 2004

2
9
16
23
30

Hoffman annexation - Kirsten

Water Service District – Grant of easement from Iron Mountain Associates

Transit Center Land Match Resolution – Gary

Public safety agencies - planning and education - Phil

Conservation easements – Brooks

City-owned buildings – Pat

January – update on temporary liquor and beer licenses – Alison

Prospector sidewalk snow removal services

To: Honorable Mayor/Members of City Council

From: Jan Scott, City Recorder

RAB BOARD INTERVIEW – JULY 22, 2004

Staff scheduled interviews for the Historic Preservation Board and Recreation Advisory Board on July 29, however, Ted Russell is unable to make that date and is scheduled 5:30 p.m. this Thursday.

Both Rich Miller's and Ted Russell's terms are expiring and Rich, Ted and Maile Buker have applied for the two vacancies.

His application is enclosed under separate cover.

**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
JULY 1, 2004**

Present: Mayor Dana Williams; Council members, Kay Calvert; Marianne Cone, Candace Erickson; Jim Hier and Joe Kernan

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Gary Hill, Budget Manager; Patrick Putt, Planning and Zoning Administrator; Eric DeHaan, City Engineer; and Myles Rademan, Public Affairs Director

Board interviews

The City Council interviewed the following for vacancies on the Board of Adjustment: Gordon Strachan, Ruth Gezelius, Tom Oliver, David Hull, Gill Blonsley and Ginny Schulman. The Council convened in closed session and afterward, conducted more board interviews at the conclusion of the work session.

Council questions/comments

Joe Kernan noted he had attended a mediation session and thanked the Legal Department and Lisa Dator of the Mountain Mediation Center.

Marianne Cone reported taking the first bus ride on the new county route. She felt the route was well thought-out. She also attended a dinner with the County Commission and she and Dana had attended lunch with seniors in the county.

Kay Calvert thanked Myles Rademan for arranging the council/manager training. She, too, had attended the County dinner and had engaged in the mosquito discussion.

Mayor Williams also thanked the County for the dinner meeting. He thanked Gary Hill and Steve Jenkins, County Health Director, for their work on the mosquito abatement district. He expressed thanks to Teri Orr and Deer Valley for their work to move the concerts to Deer Valley; it was a wonderful venue and they had a fantastic turnout.

Planning and Zoning Administrator advised the Council that Planning Commission may be ready to take action on the Empire Pass MPD in July. He reported they had taken a field trip and discussed proposed uses for the Ontario Mine Bench as well as the Enchanted Forest area. The Mayor hoped that the Planning Commissioners noted that the Enchanted Forest was an entire area, not just the copse, which was to be protected from development. Regarding the Quinn's Junction study, he reported that the Study Principles had been forwarded to the County for their review and additional information.

Eric DeHaan, City Engineer, presented a "backhoe update": UDOT work at Kimball Junction will be completed by July 4th; Upper Park Avenue is making good progress;

and, the sewer district is undertaking a project on Marsac Avenue. Preparatory work on Sweeney Master Plan, Treasure Hill Phase 2, is underway and dirt is temporarily being stored on the bottom portion of Quitting Time. He stressed guarantees were in place for revegetation and cleanup. He explained that the City's construction ordinance allowed work from 7AM to 8 PM.

Myles Rademan presented citizen survey results to Council and noted the results would be released to the press on Friday. He noted Brenna Hathaway, Communications Assistant, had compiled the results. He reported this was the third survey done in the last year and one-half. Surveys cards were distributed to 15,000 people, via the Citizens Guide and the *Park Record*, and 280 responses were received. Again, 90% of respondents rated the City's provision of services and attitudes as excellent and good; the number of excellent ratings increased from 28% in 2002 to 35% in 2004. In response to questions about how people get their local news, 68% say they get it from a combination of local media outlets, including KPCW and *The Park Record*. Again, about 50% of respondents have not used the City's website and fewer used the City's e-mail newsletter. Although approximately half the responses were from people who do not live in Park City, it pointed out that we function as a region and there are some regional problems. He quoted David Spatafore who said, "In my 15 years of surveying cities and working with local and state governments, I have never seen such a consistently high level of customer satisfaction". He extended a round of congratulations to Council and the Staff.

Mosquito abatement

Gary Hill, Budget, Debt and Grants Manager, and Steve Jenkins, Summit County Health Department, explained the genesis of the proposed annexation of Park City into the North Summit County Mosquito Abatement District. They reported that recent local testing had identified the species that carries West Nile virus both within the City limits and in the surrounding Basin and Silver Creek areas. They briefly discussed budgeting aspects, noting that the County was assuming the cost of abatement this year, and other political subdivision that are annexed into the district would be assessed a property tax beginning January, 2005.

Mr. Hill explained the current estimate for property tax increase would be \$3.15 per \$100,000 of assessed value for a primary residence and \$5.70 per second residence or business. By our calculations, the City would be assessed about \$190,000. Of the total assessed value in the district, the City represents about 51% of the assessed value of the district. This information will be provided to residents in their water billings, as well as in Public Service Announcements that will begin airing on the radio to explain the public open house. Staff hopes to generate interest and obtain public input in preparation for any further discussions regarding the annexation. A public open house will be held on July 13th at City Hall in order to gain input from the citizens. Staff requested input from the Council in preparation for the public meeting.

Mr. Hill outlined the proposed timeline for the annexation, noting that the County would like all bodies to adopt the resolution by month end. The Staff report includes several alternatives and he requested comments from Council.

Council members discussed various aspects of the proposed budget; methods of testing and treating the mosquito larva; and, methods of informing the public. They concurred that it needed to be done, however, they wanted to determine the most cost effective method of doing so within the City limits. They wanted further study regarding the feasibility of providing the service with City personnel rather than burdening the County's resources. The City Manager pointed out there was liability associated with getting into this type of business and there were cost benefits of an integrative approach. Council members concurred they needed to review additional information which would be provided by Mr. Jenkins, and they needed to hear from their constituents.

Ordinance No. 04-10 - "Art in the Park"

City Attorney Mark Harrington explained the Staff Report had been prepared in response to Marianne Cone's request to address a citizen request regarding the definition of art and the expansion to include original textiles. He noted the Staff would like to evaluate the program at the end of this test season and cautioned against continuing to make amendments during the test year. Council concurred that the exclusion of clothing could be removed from the Art in the Park Ordinance (i.e., allow the sale of clothing). Mr. Harrington indicated that staff would return on July 22nd with a request for action.

Board interviews

Council conducted interviews with the following for positions on the Planning Commission and the Library Board.

Andrew Volkman, Planning Commission; Frank Normile, Library Board; Tom Oliver, Planning Commission; Patricia Clark, Library Board; Jack Thomas, Planning Commission; Kevin King, Planning Commission; Michael O'Hara, Planning Commission; and Tom Hurd, Planning Commission.

Prepared by Sharon Bauman, Administrative Assistant

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JULY 1, 2004**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, July 1, 2004. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present were Tom Bakaly, City Manager; Mark Harrington, City Attorney; Gary Hill, Budget, Debt and Grants Manager; Kirsten Whetstone, Planner; Lloyd Evans, Chief of Police; and Pace Erickson, Parks and Street Superintendent.

II COMMUNICATIONS FROM COUNCIL AND STAFF

Joe Kernan thanked Evan Russack, a constituent, who had contacted him to admonish about speeding. Marianne Cone appreciated the installation of a sign at the bottom of Prospect, noting it had stopped people from using their street to avoid being stopped by flagmen.

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

Swearing-in of Police Officers Christopher Wells and Ricardo Franco

Chief Lloyd Evans introduced two new officers who were joining the Public Safety Department, both of whom came from the reserve program. He stated they bring dimension to the Public Safety Department from their past experience and skills. Mayor Williams administered the oath of office.

Dave Schaffner, owner of Flat Rabbit Gallery on Main Street, asked the Council to consider whether the Gallery Association could be attached to the Arts in the Park program for one year to allow a trial period to display goods, as they desire, at least on private property. If they can't be considered along with the Arts in the Park, he asked whether they could be considered for one year under the ordinance that permits outdoor dining on the sidewalks. He asked them to take his request to heart and consider what might be done on a trial basis.

Jim Hier clarified that he was referring to outdoor display of merchandise.

Candace Erickson apologized for not following up after her visit to the gallery; she thought some sort of conclusion had moved forward because she had not seen anything further.

Mr. Schaffner explained there might have been an assumption that Mike Sweeney was gathering options, but he had narrowed his efforts to focus on signing problems. He

reported that one person he talked to recently, among numerous people, said the City was going to construct a new parking garage. He was not unappreciative of the proposed new parking garage, however, if people on the street couldn't recognize what was in the stores, it didn't make a bit of difference. He explained his situation was unique because it was set back about five feet as opposed to others that abut the sidewalk property line, providing excellent frontage and visibility.

Mayor Williams asked Mr. Schaffner if he had talked to other gallery owners in an attempt to rally support. He recalled previous conversations wherein Council asked encouraged him to rally the Main Street group to present a plan to Council and strongly urged him to do so. Mr. Schaffner clarified he was just suggesting that they try the two concepts for a year on a trial basis.

Candace Erickson and Jim Hier agreed to look into the concept; however, they would need to discuss it with Planning and Legal. Mr. Schaffner stated he would contact the other galleries, as well as conduct a site study to see if other galleries would be affected.

Manager Tom Bakaly clarified that before returning to Council for policy direction on the display of merchandise on Main Street, the liaisons should meet with the Staff to review possible ramifications. Council members concurred with that course of action.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF JUNE 17, 2004

MOTION: Candace Erickson moved to APPROVE the meeting minutes of June 17, 2004 as written. Jim Hier seconded the motion which was unanimously approved.

V RESIGNATIONS AND APPOINTMENTS

1. Two appointments to the Library Board for terms expiring June 30, 2007

MOTION: Kay Calvert, "I move to appoint Frank Normile and Patricia Clark to the Library Board for terms expiring June 30, 2007". Marianne Cone seconded the motion. Motion unanimously carried.

2. Appointment of three members for terms expiring June 30, 2007 and appointment of an alternate for a term expiring June 30, 2006 to the Board of Adjustment

MOTION: Joe Kernan, "I move to appoint Gordon Strachan as an alternate for a term expiring June 30, 2006, and to appoint Ruth Gezelius, David Hull and Gill Blonsley to terms expiring June 30, 2007". Kay Calvert seconded the motion. Motion unanimously carried.

The Mayor also appointed Jim Barth to be the Planning Commission liaison to the Board of Adjustment.

VI CONSENT AGENDA PUBLIC HEARINGS

1. Ordinance to annex and to zone to Residential Density Medium (RDM) property known as the Spiro Tunnel Annexation Parcel – Paladin (motion to continue to July 22, 2004)

MOTION: Candace Erickson, “I move to CONTINUE the item to July 22, 2004”. Marianne Cone seconded the motion. Motion unanimously carried.

2. Ordinance approving the plat amendment to combine all of Lot 64 and ½ of Lot 63 of The Oaks at Deer Valley Subdivision into one lot of record, located at 3605 Oak Wood Drive, Park City, Utah

Planner Kevin LoPiccolo briefly reviewed the staff report and reported that the Planning Commission forwarded a positive recommendation to City Council on June 23, 2004. He explained that the remnant portion of Lot 63 could be combined with Lot 62 for future development. Hearing no input, the public hearing was closed.

3. Ordinance approving an amended record of survey for Stag Lodge Condominiums Phases I and II, located at 8200 Royal Street East, Park City, Utah

Planner Kirsten Whetstone explained Council had recently approved an amended record of survey, but Staff had received additional requests to combine Units 3 and 4 into a unit, and to combine Units 25 and 26 into a unit. Hearing no input, the public hearing was closed.

4. Ordinance approving an amended record of survey condominium plat for Hotel Park City, 2001 Park Avenue, Park City, Utah

Planner Kirsten Whetstone explained this was an amendment to the record of survey plat to reflect changes during construction of the spa and minor adjustments to commercial space within the hotel. Hearing no input, the public hearing was closed.

VII CONSENT AGENDA

Council Member Hier requested clarification of the difference from the previous report for janitorial services. Pace Erickson explained that in the previous report staff had inadvertently excluded the Transit Center.

Member Hier stated he did not mind serving as the appointee, along with City Manager Bakaly, on the RDA Taxing Entity Committee, but he didn't believe Council had discussed it.

Mayor Williams stated he did not have a problem appointing Jim Hier to the committee; however, he had a problem receiving late information, on the Consent Agenda, since there is a legislative liaison who should have been contacted before-hand.

Manager Bakaly explained that the type of action being taken was legislative and Staff had suggested Mr. Hier because he is the liaison for Old Town Improvements and the Inter-Agency Task Force. He stressed that it was a suggestion that was made in writing on Monday as part of the meeting packet. He verified that the Mayor would have appreciated contact prior to that. The Mayor stated Council should receive notice before a course of action is included in a report, especially on the Consent Agenda.

Budget, Debt and Grants Manager Gary Hill clarified that it was Staff's intention to provide a recommendation and for Council to discuss it at the meeting. He apologized for the item being placed on the Consent Agenda. Mayor Williams expressed concern that, although the result was fine, the Council should have had an opportunity to discuss and appoint the committee-member.

MOTION: Candace Erickson, "I move to approve Consent Agenda Items 1 through 5". Jim Hier seconded the motion. Motion unanimously carried.

1. Ordinance approving the plat amendment to combine all of Lot 64 and ½ of Lot 63 of The Oaks at Deer Valley Subdivision into one lot of record, located at 3605 Oak Wood Drive, Park City, Utah - See staff report.

2. Ordinance approving an amended record of survey for Stag Lodge Condominiums Phases I and II, located at 8200 Royal Street East, Park City, Utah – See staff report.

3. Ordinance approving an amended record of survey condominium plat for Hotel Park City, 2001 Park Avenue, Park City, Utah – See staff report.

4. Authorization to staff to enter into a three-year contract, in a form approved by the Legal Department, to Resort Commercial Property Management for janitorial services in an amount not to exceed \$88,900 per year – See staff report

5. Resolution appointing representatives to the Park City Redevelopment Agency Taxing Entity Committee – See staff report

VIII ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned at 6:40 p.m.

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 1:00 p.m. Members in attendance were Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present were Tom Bakaly, City Manager; and Mark Harrington, City Attorney. Candace Erickson "I move to close the meeting to discuss personnel and property". Jim Hier seconded. Motion carried unanimously.

The meeting opened at approximately 2:30 p.m.

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 Sharon Bauman

City Council Staff Report



Author: Alison Butz
Subject: USC Marching Band Concert
Date: July 22, 2004
Type of Item: Administrative – Master Festival License

Special Events and
Facilities Department

Summary Recommendations:

Review the Master Festival License application, conduct a public hearing, and approve the license for the USC Marching Band Concert.

Description:

Topic:

Review the Master Festival License Application, submitted by the USC Alumni Club of Utah, for the USC Marching Band Concert at City Park on September 17, 2004.

Background:

The USC Alumni Club of Utah submitted an application requesting a Master Festival License to march the USC Band down Main Street and hold a concert at City Park. The event would begin at 5:30pm on Friday and conclude in City Park at 10:00pm.

The USC Marching Band Concert is consistent with the City Council's Goal #4 which is to continue to promote Park City as multi-seasonal resort by maintaining its status as a World Class Resort which hosts such events as this and to increase the number of events.

Analysis:

The event organizers have requested to hold their event on September 17, 2004. The event would begin at 5:30pm at the park with live music. The USC Marching Band will start at 6:30pm in front of Harry O's on Main Street. From there the marching band would proceed down Main Street and continue to City Park using the Poison Creek Trail. Once the band arrives at City Park they will perform a short concert while the other live band is at intermission. Activities at the park will include food vending, beer sales and a concert. This application is being reviewed as a Master Festival License due to its location on City property and the request for a variance from the noise ordinance.

Main Street Procession

The band would enter Main Street at Harry O's and walk downhill to the trolley turnaround. Along with the band, alumni and fans would join the band on the march. The event organizer anticipates approximately 150 marching on Main Street. The Police Department has determined the best way to move the group would be to

place a Police car at the front and rear of the group and have the group be no wider than one lane of traffic. There would be no other vehicles included within the procession. The Police Department will address traffic issues and ensure the safety of the participants.

Once the group arrived at the bottom of Main Street they would be diverted onto the Poison Creek Trail. At that point the Police Department escorts would no longer be needed.

City Park Activities

The band will perform a concert in the bandshell located in the south end of City Park. In that area there will be food vendors and beer sales. The activity in the park will be similar to what is seen during Fiesta del Sol and Miners Day. The activities in City Park will begin once the band arrives and will conclude by 10:00pm. No other activities are planned for City Park on September 17, 2004.

Parking

Parking for the anticipated crowd size can be accommodated within City Park and on Park Avenue. There will be an amount of attendees that will walk with the band from Main Street. Those spectators will parking in the Main Street parking areas.

Department Review:

All applicable departments have reviewed the USC Marching Band Concert and their comments have been incorporated into the report. The City Manager has recused himself from this matter and the Chief of police has handled all City Manager functions as they relate to this application.

Alternatives:

Approve the Request:

Approve the Master Festival License allowing the USC Marching Band Concert occur as described.

Deny the Request:

Deny the Master Festival License, preventing the addition of the USC Marching Band Concert to Park City's schedule of events.

Continue the Item:

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

Significant Impacts:

City Park has haled many similar events to the USC Marching Band Concert. The activities will be contained within the venue and will conclude by 10:00pm. The Main Street procession will take place with Police escorts ensuring the safety of the participants.

Consequences of not taking the recommended action:

The USC Marching Band Concert would not take place.

RECOMMENDATION:

Staff recommends the City Council conduct a public hearing and approve a Master Festival for the USC Marching Band Concert on September 17, 2004 based on the following Findings of Fact, Conclusions of Law and Conditions of Approval.

Findings of Fact:

1. The USC Marching Band Concert will be held Friday, September 17, 2004. The event will last from 5:30pm to 10:00pm and will occur on Main Street and in City Park.
2. Parking for the anticipated crowd size can be accommodated with the existing parking in the Main Street area and in City Park. The conduct of the USC Marching Band 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 event is oriented towards families and youth. The events associated with the USC Marching Band 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 event will be held on Main Street and in City Park. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
5. No other Master Festival License has been approved for September 17, 2004
6. The USC Marching Band 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.
7. The organizer has provided adequate insurance for the event.
8. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
9. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

Conclusions of Law:

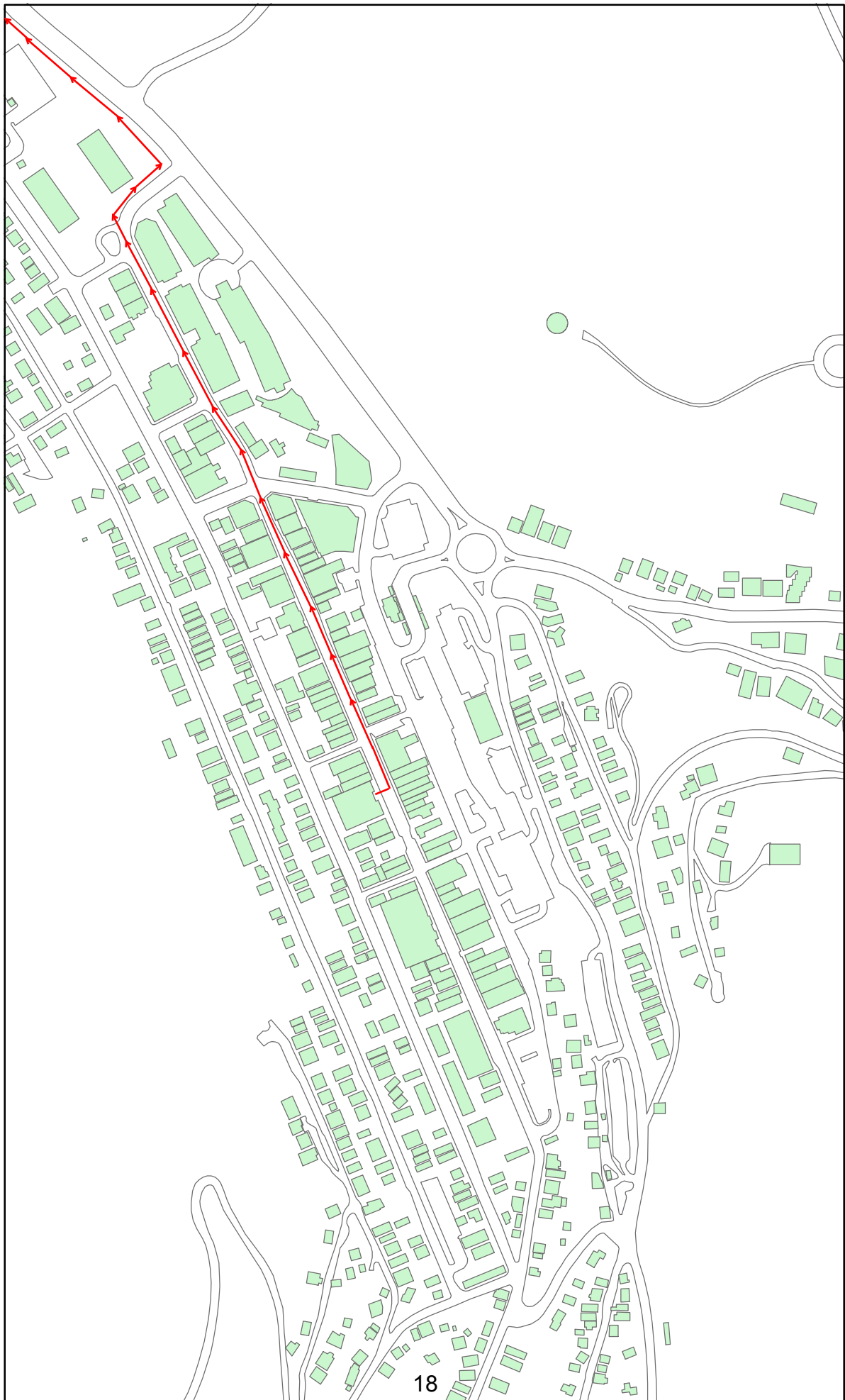
1. The application is consistent with the requirements of the Park City Municipal Code, Title 4, Chapter 8.

Conditions of Approval:

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.

Attachments

Attachment A – Main Street Procession



City Council Staff Report



Author: Alison Butz
Subject: The Leukemia & Lymphoma Society
Light the Night Walk
Date: July 22, 2004
Type of Item: Administrative – Master Festival License

Special Events and
Facilities Department

Summary Recommendations:

Review the Master Festival License application, conduct a public hearing, and approve the license for the Leukemia & Lymphoma Society Light the Night Walk on September 11, 2004.

Description:

Topic:

Review the Master Festival License Application, submitted by the Leukemia & Lymphoma Society, for the Light the Night Walk on September 11, 2004.

Background:

The Leukemia & Lymphoma Society will sponsor the Light the Night Walk, which will occur on September 11, 2004. Last year, the organizers held the event at Park City High School. This year, the event will move to City Park, and will increase in both scope and size. In addition to the walk around the park, the event will include food concessions behind Miners Hospital and a live band performing at the gazebo. Therefore, the organizers are required to receive a Master Festival License.

The Light the Night Walk is consistent with the City Council's Goal #4 which is to continue to promote Park City as multi-seasonal resort by maintaining its status as a World Class Resort which hosts such events as this and to increase the number of events in the Summer.

Analysis:

The event on September 11, 2004 runs from 4:00pm until 9:00pm. The organizers expect an attendance of approximately 200. The event will be fully contained with the venue and parking should be sufficient to handle the anticipated attendance.

The event will not require building permits. Additional police transportation services were neither requested nor necessary for this event. No other events are scheduled for September 11, 2004.

Fee Waiver Request:

Section 4-8-9 of the Municipal Code provides applicants for Master Festival and Special Event Licenses with criteria to request a waiver for all or a portion of associated fees. The Section further states that fee waiver requests for all new applications be reviewed and approved or denied by the City Council. Eligibility for a full or partial fee waiver shall be determined pursuant to the following criteria, none of which shall be individually controlling. The Leukemia & Lymphoma Society has requested a full waiver of all fees associated with the Light the Night Walk. Please see text in italics for The Leukemia & Lymphoma Society's response to the criteria.

1. For-profit or non-profit status of the Applicant;
The Leukemia & Lymphoma Society is a non-profit organization.
2. Whether the event will charge admission fees;
There is no general admission fee.
3. Whether the event is youth-oriented;
This event is youth oriented.
4. The duration of the event;
The event will be held on Saturday, September 11, 2004, from 4:00 pm until 9:00pm in City Park.
5. Whether and to what extent the City is likely to receive positive tax benefits by virtue of the event;
There will most likely not be a positive tax benefit from this event.
6. The degree of City services involved and whether City costs are likely to be recovered by other revenue opportunities arising from the event;
The Light the Night Walk will require minimal City services.
7. The season of occurrence; and
The event will take place during the Summer.
8. Demonstration of hardship by the Applicant.
The applicant is a non-profit organization.

Included within the recommendation of approval of the event, Staff has added a finding regarding the approval of a full fee waiver per the request.

Department Review:

All applicable departments have reviewed the Park City Classic and their comments have been incorporated into the report.

Alternatives:

Approve the Request:

Approve the Master Festival License allowing Light the Night to occur in City Park occur as described.

Deny the Request:

Deny the Master Festival License, preventing Light the Night in City Park.

Continue the Item:

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

Significant Impacts:

Light the Night will occur in City Park which has been previously programmed with similar activities. City Park has adequate parking to accommodate the people attending this event.

Consequences of not taking the recommended action:

Light the Night would not take place in City Park.

RECOMMENDATION:

Staff recommends the City Council conduct a public hearing and approve a Master Festival for the Light the Night Walk on September 11, 2004 based on the following Findings of Fact, Conclusions of Law and Conditions of Approval.

Findings of Fact:

1. The Light the Night Walk will be held in City Park on Saturday, September 11, 2004. The event will include a walk, live music and food concessions. The event will start at 4:00pm and will conclude at 9:00pm.
2. Parking for the anticipated crowd size throughout the duration of the event can be accommodated within City Park and overflow into the Mawhinney Lot. The conduct of the Light the Night Walk 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 event is oriented towards families and youth. The events associated with the Light the Night Walk will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
4. The event will be held entirely in City Park, which ensures that 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 License has been approved for September 11, 2004. The Light the Night Walk 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 adequate insurance for the event.
7. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
8. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.
9. The applicant shows significant cause for a full fee waiver of the \$100 Special Events Application fee.

Conclusions of Law:

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

Conditions of Approval:

1. 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.
2. 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.

Attachments

Attachment A – Fee Estimate

EXHIBIT A

	INVOICE Light the Night September 11, 2004	Special Events Department PO Box 1480 Park City, Utah 80460	
SERVICE DESCRIPTION	COST WAIVED	COST	
Special Events and Facilities Department			
Application Fee - New Event	\$100.00	\$100.00	
Miners Hospital Rental Entire - Resident - Event	\$400.00	\$400.00	
Parks Department			
City Park Rental - Resident - Half Day	\$20.00	\$20.00	
Totals	\$520.00	\$520.00	
	Amount Waived	\$520.00	
	TOTAL DUE	\$0.00	

City Council Staff Report



Author: Alison Butz
Subject: Shoot Out at Miners Park
Date: July 22, 2004
Type of Item: Administrative – Master Festival License

Special Events and
Facilities Department

Summary Recommendations:

Review the Master Festival License application, conduct a public hearing, and approve the license for the Shoot Out at Miners Park.

Description:

Topic:

Review the Master Festival License Application, submitted by Gunfighters, Inc. (Redstone Productions), for the Shoot Out at Miners Park for July 27 and August 3, 10, 17, 24 and 31, 2004.

Background:

Gunfighters, Inc. submitted an application requesting a Master Festival License to hold a weekly event at Miners Park. The event would last five to ten minutes and would be a mock-up of a wild-west gunfight.

The Shoot Out at Miners Park is consistent with the City Council's Goal #4 which is to continue to promote Park City as multi-seasonal resort by maintaining its status as a World Class Resort which hosts such events as this and to increase the number of events in the Summer as well as increasing the amount of activity on Main Street.

Analysis:

The event organizers have requested to hold their event on July 27 and August 3, 10, 17, 24 and 31, 2004. The event would begin at 6:00pm and would last five to ten minutes. The event is a skit of a wild-west shoot out. This application is being reviewed as a Master Festival License due to its location on City property and the request for a variance from the noise ordinance.

The event will be contained to Miners Park. Miners Park has the ability to accommodate a sizable crowd and is an appropriate place to gather spectators on Main Street.

Noise

The event organizers have met with the Police Department to discuss their use of blanks in the guns and the noise emitted from the devices. The Police Department

has required the event organizers to contact the adjacent businesses in the area to let them know of the noise disturbance.

Since the event will be at the same time every Tuesday, and the event will not last longer than ten minutes, Staff finds that the noise impacts will be minimal. Currently, there is a Master Festival License for music at Miners Park on Saturdays and Sundays from 3:00pm until 6:00pm.

The event will not require building permits. Additional police and transportation services were neither requested nor necessary for this event.

Department Review:

All applicable departments have reviewed the Shoot Out at Miners Park and their comments have been incorporated into the report.

Alternatives:

Approve the Request:

Approve the Master Festival License allowing the Shootout at Miners Park to occur as described.

Deny the Request:

Deny the Master Festival License, preventing the Shootout at Miners Park to occur.

Continue the Item:

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

Significant Impacts:

Mines Park has been determined to be a suitable gathering place on Main Street for activity. The event's only impact will be noise which will occur for a maximum of ten minutes.

Consequences of not taking the recommended action:

The Shootout at Miners Park would not take place.

RECOMMENDATION:

Staff recommends the City Council conduct a public hearing and approve a Master Festival for the Shoot Out at Miners Park on July 27 and August 3,10,17, 24 and 31, 2004 based on the following Findings of Fact, Conclusions of Law and Conditions of Approval.

Findings of Fact:

1. The Shoot Out at Miners Park will be held Tuesday evenings from July 27th through August 31, 2004. The event will be no longer than ten minutes in duration and will begin at 6:00pm.
2. Parking for the anticipated crowd size can be accommodated with the existing parking in the Main Street area. The conduct of the Shoot Out at Miners Park 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 event is oriented towards families and youth. The events associated with the Shoot Out at Miners Park 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.
10. The event will be held in Miners Park, which ensures that 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.
11. No other Master Festival License has been approved for July 27, August 3, 10, 24 and 31, 2004. Both the Park City Cycling Festival and the Utah Symphony have been given licenses for their events to occur on August 17th with the provision of City services in support of other such events or governmental functions based on the following:
 - a. The PC Cycling Festival will take place at Deer Valley on August 17th and the Utah Symphony will occur at Deer Valley the same evening. The Shoot Out at Miners Park will occur on Main Street. All events will be contained within their own venues;
 - b. The Shoot Out at Miners will not overlap in time periods with the PC Cycling Festival nor the Utah Symphony. None of the events will take away the draw from the other;
 - c. The Shoot Out at Miners Park will have a small impact on town compared with the two approved events;
 - d. The Shoot Out at Miners Park has its own venues and has adequate parking to accommodate the spectators. There is no necessity for public personnel, equipment, and/or transportation services at the event; and,
 - e. The Shoot Out at Miners Park is located in the Main Street area, the PC Cycling Festival and the Utah Symphony are located at Deer Valley. Both areas have their own parking available. Due to the anticipated size of the event adequate parking can be accommodated on site.
12. The Shoot Out at Miners Park 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.
13. The organizer is providing adequate insurance for the event.
14. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
15. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

Conclusions of Law:

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

Conditions of Approval:

1. 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.
2. 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.
3. The applicant shall work with the Park City Police Department to determine the ammunition used is at an appropriate noise level.
4. The applicant shall notify all businesses within 300' of Miners Park of the event.

City Council Staff Report



Author: Brooks T. Robinson
Subject: Land Management Code
Amendments relating to the
Entry Corridor Protection Overlay Zone
Date: July 22, 2004
Type of Item: Legislative

**PLANNING
DEPARTMENT**

Summary Recommendations:

Staff recommends the City Council open the public hearing, discuss amending Chapter 2.20 (Frontage Protection Zone/Entry Corridor Protection Overlay) to allow Public Park Facilities as a Conditional Use and Outdoor Display of Art and Outdoor Recreational Equipment as Administrative Conditional Uses as written or amended.

Description:

Applicant	Park City Municipal
Location	Entry Corridors on S. R. 224 and 248
Zoning	Entry Corridor Protection Overlay
	zones
Adjacent Land Uses	Generally open space or undeveloped lands

Background:

Park City Municipal Corporation owns land along both State Route 224 and 248 within the Entry Corridor Protection Overlay Zone. The City Council has directed staff to further improve the Prospector Park along SR 248 and has signed a contract for the construction of an Olympic Legacy structure at the old kiosk site along SR 224. Both of these sites lie within the Entry Corridor Protection Overlay Zone.

Title 15, Chapter 2.20-5 of the Park City Municipal Code relates to the Entry Corridor Protection Overlay (ECPO). The ECPO is an overlay of the Frontage Protection Zone (FPZ) and applies to all properties within 250 feet of 224 north of Holiday Ranch Loop, 224 south of Prospect Avenue, and 248 east of Wyatt Earp Way. The Purpose statement of the Frontage Protection Zone states: "the FPZ is to preserve Park City's scenic view corridors, preserve and enhance the rural resort character of Park City's entry corridor, provide a significant landscaped buffer between Development and highway uses, minimize curb cuts, driveways and access points to highways, and allow for future pedestrian and vehicular improvements along highway corridors."

According to the Land Management Code, a Structure is defined (15-15-1.214) as:

Anything constructed, the Use of which requires a fixed location on or in the ground, or attached to something having a fixed location on the ground and

which imposes an impervious material on or above the ground; definition includes “Building”.

According to this definition, a basketball court, climbing structure (jungle gym), and a fixed base for a permanent outdoor display of art constitute structures. The setback for a Structure in the ECPO is no less than 100’ from the right of way.

The City is proposing to add the following language:

15-2.20-5(N) **Outdoor Display of Art.** The permanent installation of an Outdoor Display of Art that requires a fixed, impervious location on or above the ground (a Structure) is allowed as an Administrative Conditional Use within the Setback Area but at least thirty feet (30’) outside of the UDOT right-of-way. Outdoor Displays of Art are subject to the provisions of Title 15-4-15.

15-2.20-5(O) **Public Park Facilities.**

- (a) The permanent installation of Outdoor Recreational Equipment that requires a fixed, impervious location on or above the ground (a Structure) is allowed as an Administrative Conditional Use within the setback area but at least thirty feet (30’) outside of the UDOT right-of-way.
- (b) Public Park Accessory Buildings less than eighteen feet (18’) in height and six hundred (600) square feet in size are allowed as a Conditional Use within the setback area but at least thirty feet (30’) outside of the UDOT right-of-way.

On June 23, 2004, the Planning held a public hearing on this application and forwards a positive recommendation to the City Council with amendments to the proposed language (discussed below).

ANALYSIS:

The intent of the ECPO is to “maintain the visual character of Park City as a mountain community with sweeping, attractive vistas”. The Conditional Use Permit review will ensure that proper placement is out of the vista corridors and adequate screening is provided, if necessary. The definition of a Structure is all encompassing. It is not the intent of the City to restrict within the ECPO public art and outdoor recreation equipment that meets the strict definition of a Structure. These Structures do not impair the sweeping vistas and may enhance the visual character of the entry corridors. In addition, small public park buildings such as a gazebo or restroom, if properly located and screened, if necessary, are not a detriment to the broad vistas. The Land Management Code, in many zones, allows for these small Accessory Buildings as an Administrative Conditional Use. Due to the sensitive nature of the ECPO, the proposed language is for these Accessory Buildings to be a Conditional Use Permit with a public hearing before the Planning Commission.

Planning Commission Recommendations

The Planning Commission discussed these amendments at its regular meeting of June 23, 2004 (minutes attached, exhibit A). The Commission recommended three changes to the proposal:

1. The Administrative Conditional Use for Outdoor Display of Art be a Conditional Use with Planning Commission approval.
2. The height of public art be restricted to the height in the underlying zone.
3. The City Council establish criteria for the number of public art pieces in any one stretch of the Entry Corridor Protection Overlay Zone.

Currently under Chapter 15-4-15, Outdoor Display of Works of Art, all outdoor art on public property is reviewed by the Planning, Engineering and Building Departments for compliance with the listed criteria, including height. In addition, approval by the City Council is necessary on City property. Staff disagrees with the Planning Commission recommendation that Outdoor Art be a Conditional Use with Planning Commission approval. This action may place the Commission in a position of being a *de facto* Arts Review Board. The criteria in 15-4-15 are sufficient to guarantee the public health, safety and welfare. The Council may want to discuss recommendation #3 at this time or a future date establishing criteria for the number of public art pieces.

Department Review

This project has gone through an interdepartmental review. No additional issues have been raised.

Notice

The property was posted. Legal notice was also put in the Park Record. No public input has been received by the time of this report.

Alternatives

The City Council may approve the changes to Chapter 2.20 of the Land Management Code as originally proposed and recommended by staff, or

The City Council may approve the changes to Chapter 2.20 of the Land Management Code as amended by the Planning Commission, or

The City Council may deny the changes to Chapter 2.20 of the Land Management Code, or

The City Council may continue the discussion to a later date.

Significant Impacts

There are no significant fiscal or environmental impacts from this amended change to Chapter 2.20 of the Land Management Code

Consequences Of Not Taking The Recommended Action

Currently proposed and possible future Public Park Facilities, Outdoor Recreational

Equipment and Outdoor Displays of Art that are defined as Structures would not be allowed within 100 feet of the right-of-way within any Entry Corridor Protection Overlay zone.

Recommendation

Staff recommends that the City Council hold a public hearing, consider any public input and discuss the amendment to 15-2.20-5 of the Park City Municipal Code to allow Outdoor Displays of Art and limited Public Park Facilities in the Entry Corridor Protection Overlay. Staff recommends approval of the amendment as originally proposed.

Exhibit A – Minutes of June 23, 2004, Planning Commission

Ordinance No. 04-

AN ORDINANCE AMENDING TITLE 15, CHAPTER 2.20-5 OF THE MUNICIPAL CODE REGULATING OUTDOOR DISPLAY OF ART AND PUBLIC PARK FACILITY STRUCTURES WITHIN THE SETBACK OF THE ENTRY CORRIDOR PROTECTION OVERLAY ZONE

WHEREAS, the Land Management Code was adopted by the City Council of Park City, Utah to promote the health, safety and welfare of the residents of Park City; and

WHEREAS, it is in the best interest of the community to periodically amend the Land Management Code to reflect the goals and objectives of the City Council and to align the Code with the Park City General Plan; and

WHEREAS, the City Council finds that the proposed change to the Land Management Code is necessary to promote Outdoor Displays of Art and minor Public Park Facility Structures within the City's entry corridors;

WHEREAS, it is in the best interest of the City to maintain Park City as a world class resort.

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

SECTION 1. AMENDMENT TO TITLE 15- Land Management Code, Chapter 2.20-5 – ENTRY CORRIDOR PROTECTION OVERLAY (ECPO).

15-2.20-5(N) **Outdoor Display of Art.** The permanent installation of an Outdoor Display of Art that requires a fixed, impervious location on or above the ground (a Structure) is allowed as an Administrative Conditional Use within the Setback Area but at least thirty feet (30') outside of the UDOT right-of-way. Outdoor Displays of Art are subject to the provisions of Title 15-4-15.

15-2.20-5(O) **Public Park Facilities.**

- (c) The permanent installation of Outdoor Recreational Equipment that requires a fixed, impervious location on or above the ground (a Structure) is allowed as an Administrative Conditional Use within the setback area but at least thirty feet (30') outside of the UDOT right-of-way.
- (d) Public Park Accessory Buildings less than eighteen feet (18') in height and six hundred (600) square feet in size are allowed as a Conditional Use within the setback area but at least thirty feet (30') outside of the UDOT right-of-way.

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

PASSED AND ADOPTED this 22nd day of July 2004.

NOTE: The motion passed unanimously. Commissioner Zimney was not present for the vote.

Finding of Fact - Judge Ski Lift

1. The lift is within the Deer Valley ski area and will be 700 feet in length. The lift will be a fixed grip quad chair.
2. The project is located within the Deer Valley Ski Area and is zoned Recreation Open Space (ROS).
3. Ski lifts are a Conditional Use within the ROS zoning district.
4. The existing Viking lift is congested at peak times.
5. Roughly 2.5 acres of land will be disturbed with only 0.8 acres of tree clearing.
6. Power is provided by Utah Power.
7. On-mountain emergencies are handled by Ski Patrol with snowmobiles, if necessary.
8. Top and bottom lift terminals are consistent in size, style, and color with other Deer Valley lifts.

Conclusions of Law - Judge Ski Lift

1. As conditioned, the CUP is consistent with all requirements of the Park City Land Management Code and the General Plan.
2. The use will be compatible with surrounding structures in use, scale, mass, and circulation.
3. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval - Judge Ski Lift

1. A Construction Mitigation Plan is required prior to Building Permit issuance.
2. A re-vegetation plan for the disturbed area is required prior to permit issuance.
3. This approval shall expire one year from this date (June 23, 2004) unless this

13. Land Management Code Amendment - Title 15 of the Park City Municipal Code - Entry Corridor Protection Zone

Planner Robinson reported that, since the Planning Commission discussed language changes to the Entry Corridor Protection Overlay Zone last month, other items have come to the attention of the Staff, particularly the Olympic Legacy Artwork near the old Chamber kiosk site along Highway 224 and Prospector Park improvements. According to the LMC, a structure is anything constructed, the use of which requires a fixed location on or in the ground or attached to something having a fixed location on or in the ground. The proposed Olympic Structure and any public art with a concrete base fits the definition of a structure. To rectify the situation and cover future proposals for the entry corridor protection overlay,

the City has proposed language in addition to the trailhead parking language forwarded earlier. This language would amend Chapter 15-2.20-5 and add to Paragraphs N and O for outdoor display of art and public park facilities. The public park facilities may include buildings, such as a gazebo or restroom facility, which would be less than 600 square feet in size and less than 18 feet in height. The Staff recommended that the Planning Commission conduct a public hearing and forward a positive recommendation to the City Council on this amendment to the Land Management Code.

Commissioner Erickson asked about height restrictions for public art displays if this ordinance is forwarded as written. Planner Robinson replied that they would be subject to the allowed zone height, and currently most of that is in the ROS zone. In some areas closer to town, the zone district changes to RDM. Commissioner Erickson asked if there is a limit on the number public art pieces allowed within a particular distance inside the entry corridor protection overlay. Planner Robinson stated that nothing is anticipated, but the Planning Commission can recommend a restriction to the City Council. Director Putt explained that there is not a specific limitation, but there is a process. If public art is to be located on public land or within a public right-of-way, a review by the Planning, Building, and Engineering Departments is required in addition to a license agreement by the City Council. Commissioner Erickson stated that, should the City Council become an arts advocacy group, there would be a potential for a number of pieces of art in the entry way protection zone under this ordinance. He believed the City Council should set a limitation on the number of pieces of art work allowed on a particular stretch of highway.

Commissioner O'Hara shared Commissioner Erickson's concerns. He was even more concerned with this being an administrative conditional use and preferred that art work in the FPZ come to the Planning Commission as a conditional use. Commissioner Larson agreed. Director Putt commented that the Planning Commission could include that preference in their recommendation to the City Council. Planner Robinson commented that the Planning Commission could also add language addressing height and/or distance.

Chair Volkman preferred to use the CUP process rather than define parameters at this point without more time to think it through. Commissioner Erickson noted that the CUP process does not allow the Planning Commission to control the number of pieces of art within the FPZ because there are no criteria. He suggested including the conditional use language in the recommendation to the City Council and also adding a recommendation to the City Council that they consider a measure of controlling the number of pieces of public art in any one stretch of highway.

City Attorney Mark Harrington agreed with the suggestion made by Commissioner Erickson. He alerted the Planning Commission that the law regarding conditional use permits is changing and becoming more restrictive in terms of the ability to deny a CUP. The State is moving toward a more defined "developer know what you get when you apply"

standard, and there may be a change in the enabling legislation that requires a more standardized process for local governments. He cautioned the Planning Commission about relying on the discretionary nature of conditional uses, because they are becoming more like pre-conditioned permitted uses. He encouraged the Planning Commission to include the restrictive language in the ordinance.

Chair Volkman summarized that Commissioner Erickson would like to restrict numbers and height. Commissioner Erickson agreed with Commissioner O'Hara that the action should be a CUP. He was comfortable with the height allowed in the zone and wanted to include a recommendation to the City Council to establish criteria for the number of pieces of art in any one stretch of highway that could be reviewed under a CUP. Chair Volkman re-opened the public hearing.

There was no comment.

Chair Volkman closed the public hearing.

MOTION: Commissioner Erickson moved to forward a POSITIVE recommendation to the City Council for the amendment to the Land Management Code Title 15, modification to the Entry Corridor Protection Zone, as shown in the staff report with the following three changes:

1. The administrative Conditional Use Permit be changed to a Conditional Use Permit process.
2. The height of public art be restricted to the height in the zone in which the application is being approved.
3. A recommendation be forwarded to the City Council that criteria be established for the number of public art pieces in any one stretch of the entry corridor protection zone.

Commissioner O'Hara seconded the motion.

VOTE: The motion passed unanimously. Commissioner Zimney was not present for the vote.

Director Putt thanked Commissioner Larson for his service and stated that he is one of the finest Commissioners he has had the pleasure to work with. On behalf of the City Staff, he thanked him for making them work hard and for his help in getting them through situations where there appeared to be no solution.

The Park City Planning Commission meeting adjourned at 8:10 p.m.

Approved by Planning Commission _____

City Council Staff Report



Author: Grayson Thompson
Subject: 412 Main Street
Sidewalk Dining - Lease
Date: July 22, 2004
Type of Item: Administrative

PLANNING DEPARTMENT

Summary Recommendations:

Approve the lease for sidewalk dining with Bistro 412 as presented

Topic:

Sidewalk Dining at 412 Main Street – Bistro 412.

Background:

This application is consistent with the direction provided by City Council on May 24, 2004 regarding the use of City-owned property for sidewalk dining.

After a one-year trial period in summer '03, City Council has provided direction to continue seasonal Outdoor Dining on Main Street. On May 24, 2004, Staff presented a work session report to the City Council outlining the approval process staff will follow to regulate Outdoor Dining. Council provided direction supporting only dining immediately in front of a proprietor's restaurant, and did not support continuing sidewalk dining using the entire sidewalk, which was subsequently resulting in routing pedestrians into parking areas on Main Street.

Section 15-2.6-12 of the Land Management Code allows Outdoor Dining on "leased public property" as an Administrative Conditional Use Permit. On May 24, 2004, the City Council provided direction that they preferred to continue to sign only one-year leases for sidewalk dining. They also permitted the dining season to lengthen to May 1 – October 30.

Analysis:

This application is consistent with the direction provided by City Council on May 24, 2004 regarding the use of City-owned property for sidewalk dining.

Any seasonal lease the City enters would: regulate the time and duration of the use, provide for consistency in look and materials, ensure the aesthetic value of the Historic District by preventing visual clutter, prevent conflicts with Special Events/MFL's, mitigate for conflicting uses in the public right-of-way,

ensure for cleanly sidewalks, and provide an ongoing monitoring mechanism and revocation provision for failure to comply with regulation.

Staff has prepared a draft lease that would be executed with each individual applicant prior to approving any Outdoor Dining on City Sidewalks (Exhibit A). At this time staff has made a preliminary determination that the following applicants' locations meet the standards for outdoor dining provided at LMC Section 15-2.6-12 as well as the proposed operational restrictions (Exhibit C):

412 Main Street – Bistro 412

Per LMC requirement, notification of these applications was sent to adjacent property owners on July 2, 2004. The site plan is attached as Exhibit D.

Alternatives:

- **Approve the lease for sidewalk dining the applicant as presented; or**
- **Modify the lease language or operational restrictions and then provide direction to approve the lease as amended; or**
- **Provide direction to not execute the lease as presented; or**
- **Continue the hearing for more information or discussion.**

Recommendation:

Approve the lease for sidewalk dining for each of the applicants as presented

Exhibits

Exhibit A –Lease

Exhibit B – Site Plan

Exhibit C – Operational Restrictions

Exhibit D – Notice of application to adjacent property owners

Exhibit A
MAIN STREET SIDEWALK
OUTDOOR DINING LEASE

This LEASE AGREEMENT is made and executed this 22nd day of July 2004, by and between Park City Municipal Corporation, a municipal corporation and political subdivision of the state of Utah ("Park City") and Bistro 412, Inc., a Utah LLC doing business as Bistro 412, located at 412 Main Street, Park City, Utah ("Tenant").

The Parties agree as follows:

PROPERTY. The property affected by this lease is generally described as the sidewalk area directly fronting Tenant's restaurant located at 412 Main Street, and more specifically described via site plan at Exhibit B, attached hereto and incorporated herein by reference (hereinafter referred to as the "Premises").

2. **RENT.** Tenant shall be solely responsible for payment of any and all costs associated with Tenant's performance under this lease, including but not limited to City additional business licensing fees, insurance, sales taxes and other expenses.
3. **TERM.** The term of this Agreement shall commence on July 22, 2004 and shall terminate on October 30, 2004, unless terminated earlier as provided herein.
4. **USE OF PREMISES.** Tenant may use the Premises only for the provision of outdoor dining services in a manner consistent with Section 15-2.6-12(B)(1) of the Park City Land Management Code and the terms of this Agreement. Additional operational restrictions are attached hereto at Exhibit C, if applicable.
5. **IMPROVEMENTS TO THE PREMISES.** Tenant shall not make any improvements to the Premises without first obtaining Park City's written consent. Any improvements approved by Park City shall be completed at Tenant's sole expense and removed at Tenant's sole expense upon expiration of this Agreement.
6. **SIGNS.** No signs shall be permitted on the Premises except as specifically approved pursuant to the Park City Sign Code and/or Tenant's Master Sign Plan.
7. **INSURANCE.** Tenant shall, at Tenant's sole expense, carry a policy of general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000.00) per incident or occurrence. Park City shall be named as an additional insured on each policy. A certificate of insurance with a thirty (30) day cancellation notice provision shall be provided to Park City on or before the lease commencement date, and maintained continuously during the term of the lease. Tenant may carry whatever other insurance Tenant deems appropriate. The parties agree that Tenant's sole remedy in the event of business interruptions, fire, windstorm, or other loss from hazard shall be its own insurance and Tenant will have no action against Park City. Park City is protected by the Utah Governmental Immunity Act, and nothing herein is intended to waive or limit the protection of the Act in behalf of either entity, but to the extent it is consistent with this intent, it is the purpose of this

provision to protect Park City for liability or allegations arising out of the Tenant's use of the Premises.

8. **HOLD HARMLESS.** Tenant covenants and agrees to indemnify, hold Park City harmless from all claims, loss damage, injury or liability (hereafter "Liability") resulting from Tenant's use and occupancy of the Premises to the full extent provided in the Utah Governmental Immunity Act, including reasonable attorney's fees, but excluding any Liability resulting from acts or omissions of Park City, its officers, employees or agents. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. Sections 63-30-1, et seq), as amended. The obligations hereunder shall be determined under principles of tort law including, but not limited to, the Governmental Immunity Act.
9. **ASSIGNABILITY.** Tenant shall not assign or transfer any interest in this Agreement without the prior written consent of Park City. Any assignment or transfer without written approval is void.
10. **PROFESSIONAL PERFORMANCE.** Tenant agrees to perform services under this contract at the highest professional standards, and to the satisfaction of Park City.
11. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the state of Utah.
12. **FORCE MAJEURE.** Any delay or failure of either Party to perform its obligations under this Agreement shall be excused to the extent that it is caused by an event or occurrence beyond its reasonable control, including act of nature, terrorism or war.
13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire and only agreement between parties and it cannot be altered or amended except by written instrument, signed by both parties.

Executed the day and year first above written.

Exhibit B

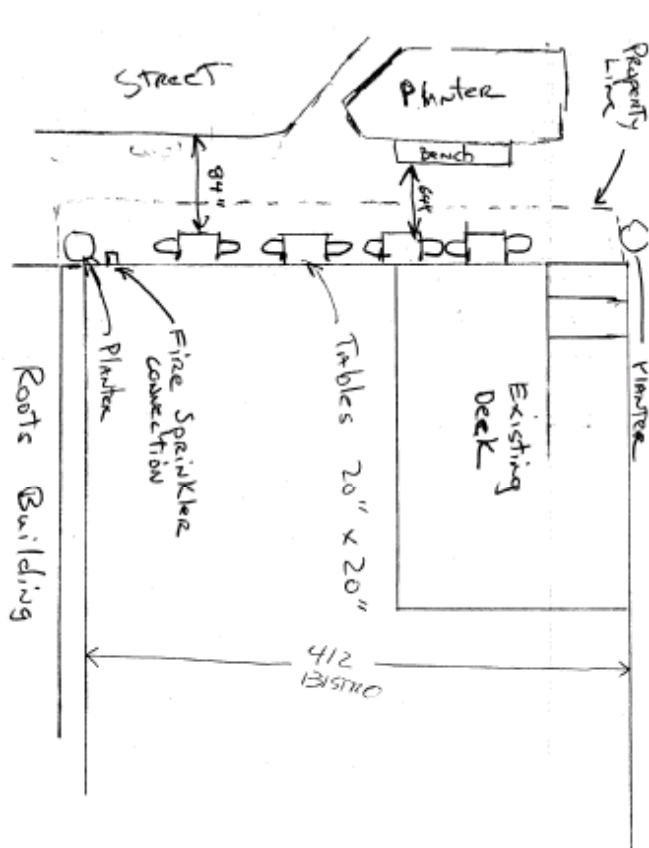


Exhibit C
SIDEWALK DINING
OPERATIONAL RESTRICTIONS

The following operational restrictions shall apply to all leases for outdoor dining on Main Street sidewalks:

1. Site Plan - This plan shall be to scale and indicate: the proprietors' building as it relates to the exact locations of chairs, tables, stanchions, umbrellas, heaters, curb (width of sidewalk), and any other existing public improvements (light fixtures, fire department connections, parking meters, utility covers, etc.).
2. Details/ Spec Sheets – Shall be submitted for each piece of equipment proposed with this application. This will include all tables, chairs, umbrellas, heaters, lighting sources, and crowd barricades, etc.
3. Parameters of Permit - Sidewalk Dining is allowed from May 1 until October 30, from 8:00 am until 10:00 pm.
4. Violations - Ongoing Monitoring will be provided to ensure compliance with lease parameters. A revocation provision will be included for lessee's failure to comply.

Design Standards

1. **SIZE.** Sidewalk dining area shall be limited to the linear frontage a building has on Main Street.
2. **ADVERTISING.** Additional signing or advertising is prohibited beyond what is allowed by the Sign Code. Umbrellas, table tents, or any other equipment must be free of branding or other promotion.
3. **FURNITURE.** All tables and chairs shall be metal and be either black or gray, and have a powder coated finish.
4. **STANCHIONS.** Any necessary crowd control barricades must be equivalent to the Crowd Controller TensaBarrier & Tape - Model 890 Standard, or T-Max, which has been approved by the Preservation Planner and chosen for its minimal visual intrusion, durability, and functionality. TensaBarrier poles shall be black and powder coated, and the tape shall be black also.
5. **UMBRELLAS.** Umbrellas are prohibited from having any advertising or signing and shall be in solid, primary colors. Umbrellas must be free standing and are prohibited from extending beyond the dining area. Any umbrellas must meet international building code and standards and shall not create any public hazard.
6. **HEATERS.** Any proposed heaters shall be reviewed at the time of initial application. In most cases, additional heating elements may require additional building permits.
7. **LIGHTING.** No additional electric lighting is permitted, including exterior building lighting.
8. **LANDSCAPING/ ATMOSPHERE.** Any proposed landscaping or atmosphere pieces shall be reviewed at the time of initial application, and shall not create any public hazard or unnecessary clutter.

9. **ADDITIONAL EQUIPMENT.** To prevent unnecessary visual clutter, additional equipment beyond those outlined in this section is prohibited. This includes server or bus-stations, garbage receptacles, podiums, pedestals, etc.
10. **LICENSING.** The additional square footage of the dining area must be added to the existing licensed area for the restaurant. The Applicant shall also adhere to other applicable City and State licensing ordinances.
11. **HEALTH & SAFETY.** The Use shall not violate the Summit County Health Code, the Fire Code, or International Building Code.
12. **MUSIC.** The use of outdoor speakers and music is prohibited unless expressly allowed by Park City Municipal Corporation Special Events Director.
13. **SPECIAL EVENTS.** Operation of Sidewalk Dining during Special Events and Master Festival Licenses is prohibited when the boundary of that Special Event includes Main Street unless expressly allowed by Park City Special Events Director.
14. **MAINTENANCE.** The dining area shall be cleanly and maintained in a neat and orderly fashion.
15. **STORAGE.** All equipment and other associated materials must be removed from the sidewalk and stored on private property overnight and during prohibited times.

Exhibit D

July 2, 2004

NOTICE OF REVIEW OF ADMINISTRATIVE CONDITIONAL USE PERMIT TO ADJOINING PROPERTY OWNERS

Dear Property Owner:

The Park City Planning Department has received an application for outdoor dining to be located in your neighborhood as described below. The application is for an administrative conditional use permit, with review and approval by the Planning Staff.

Project Location: 412 Main Street, Bistro 412

Applicant: Stephen McComb

Project Description: The applicant is proposing to conduct outdoor dining on the sidewalk outside the restaurant. The tables and chairs will be stored inside when the proprietor is not open for business. Sidewalk dining may not be conducted after 10:00 p.m. City Council will conduct a public hearing and consider approving a lease with the applicant to allow this activity at their July 22, 2004 meeting.

Staff has determined that the proposal complies with requirements of the Land Management Code regarding administrative conditional use permits and section 15-2.18-9 (B) 1, Outdoor Dining. As a courtesy, staff is sending this notice to surrounding property owners. If you have any questions or comments regarding the proposal, please contact me at (435)615-5071 during normal business hours prior to July 19, 2004.

Sincerely,

Grayson Thompson
Planning Department

City Council
Staff Report



Author: Colin Hilton
Subject: Project Management Services
Contract - GTCI
Date: 7-22-04
Type of Item: Request for Award of Contract

Economic Development &
Capital Projects

Summary Recommendation:

Staff is requesting authorization to enter into a service provider contract in an amount not to exceed \$116,000, for project management consulting services related to both the Downtown Projects and Quinn's Junction Recreation Complex.

Description:

Topic: Project Management Services – Downtown & Quinn's Junction Project Areas

Background:

Following the adoption of this year's City budget, which includes over \$23 million dollars in proposed CIP projects to be completed within a 2-3 year time frame, Staff went through a selection process to fill a need in project and construction management services.

Through a rigorous RFP process that saw 22 interested firms, GTCI was selected as the most suitable firm to assist the City in delivering these very high-profile City projects.

Firms were judged on the following selection criteria:

- Demonstrated expertise in project management and construction management.
- Demonstrated experience in the preparation of detailed construction estimates for a wide range of projects.
- Demonstrated value to organizations who use the services of the Consultant
- Demonstrated ability to work effectively with the parties involved in past projects.
- Relevancy and quality of recent work, including references.

Analysis:

The decision to utilize a professional service provider to assist the City is due in part to the following reasons:

1. The size and complexity of the Downtown & Quinn's Area projects

2. The known shortage of staff resources available within the City to accomplish both existing work tasks and the tasks associated with the new projects.
3. The value of engaging an “Owner’s Representative” at critical stages of the planning, design, cost estimating, construction phasing, master schedule development, risk assessment, and bid document packaging. Typically, a good professional firm providing such project management assistance will save the project budget more money than the costs of their services.
4. The effectiveness in utilizing professionals who have done similar size projects to those the City is facing.
5. Having a 3rd party professional advisor who knows the local construction industry in Utah.

Through much internal discussion, Staff debated the merits of engaging an outside resource to assist the City. Given the fact that these projects were seen as one of the most sweeping capital project campaigns the City would be engaging in, the use of professional service provider(s) are not only prudent, but necessary given the reasons outlined above. Staff, however, is still taking on a huge amount of the workload of delivering these projects. To better explain, consider a hypothetical scenario that if there are 100 tasks to be accomplished to plan, design, approve, construct, and commission a new project, Staff will be tackling 70-80 of those tasks. The 20-30 tasks that remain are tasks best left done by outside resources ... and for which are outlined in the attached scope of services for this requested contract.

Department Review: GTCI was picked by a selection committee comprised of representatives of the Public Works Department, City Engineers Office, Economic Development & Capital Projects, and input from the City Manager.

This report was reviewed by Public Works, City Engineer, City Manager’s Office and Legal Department.

Alternatives:

- A. **Approve the Request: as recommended**
- B. **Deny the Request:**
- C. **Continue the Item:**
- D. **Do Nothing:**

Significant Impacts / Consequences of not taking the recommended action:

The quality and efficiency of the process to deliver these two projects would be in great jeopardy.

Recommendation:

Approve the request to enter into a services provider contract with Grant Thomas Consulting, Inc. for the outlined project management services outlined in Exhibit “A.”

Attachments:

Service Provider Contract – GTCI with:

Exhibit “A” – Scope of Work

Exhibit “B” – Hourly Rate schedule for added work

Exhibit “A” Schedule 1 – Breakdown of estimated hours per task

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 22nd day of July, 2004, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (ACity@), and Grant Thomas Consulting, Inc., a Utah corporation (AService Provider@).

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the AScope of Services@ attached hereto as AExhibit A@ and incorporated herein (the AProject@). The total fee for the Project shall not exceed **one hundred sixteen thousand (\$116,000)** Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on June 30, 2005 or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

- C. For all Aextra@ work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as AExhibit B,@ or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for thirty (30) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

- A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, within three (3) business days of any such request, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider=s activities, which relate directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

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

8. INSURANCE.

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

- A. General Liability insurance written on an occurrence basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage.
- B. Automobile Liability insurance with limits no less than two hundred fifty thousand dollars (\$250,000) combined single limit per accident for bodily injury and one hundred thousand (\$100,000) property damage.
- C. Professional Liability (Errors and Omissions) insurance written on an occurrence basis with limits no less than two hundred fifty thousand dollars (\$250,000) combined single limit per occurrence.
- D. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.
- F. Deleted

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

13. CHANGES.

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

- A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for three (3) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

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

16. PROHIBITED INTEREST.

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

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

18. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

19. NOTICE.

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

20. ATTORNEYS FEES AND COSTS.

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

21. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered with the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

22. SEVERABILITY.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

23. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and

signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

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

Exhibit A –Scope of Services

- 1) The work will be performed under the direction of the Director of Economic Development and Capital Projects (DEDCP) and at times and places of mutual agreement in the Park City area. The work will be performed in general conformity to the Work Plan attached as Exhibit A Schedule 1.
- 2) Service Provider agrees to perform his services with the standard of care, skill, and diligence normally provided by a professional person in the performance of similar services. GTCI's liability arising out of or in connection with the Services shall be limited to re-performance of services, at its expense, of services which are deficient due to GTCI's failure to perform said services with the standard of care, skill, and diligence normally provided by a professional person in the performance of similar services.
- 3) Service Provider shall provide Project Management Advisory Services including the following, in accordance with the Work Plan attached as Exhibit A Schedule 1:
 - a. Attend a Project Kick-off Meeting
 - b. Based on input from and discussions with DEDCP, develop and update a Master Project Schedule for two Projects (Quinn's Recreation Complex and Downtown)
 - c. Assist in formulation of a strategy for development of design and construction documents
 - d. Advise on various design and construction contracting methods and identify the number of construction contracts necessary to support the selected construction contracting method
 - e. Provide support services for the development of a Project Management Procedures and Coordination Manual that may be used for both projects (Quinn's Recreation Complex and Downtown)
 - f. Advise on the application of various Project Controls systems and provide support services to set up and monitor the selected Project Controls systems
 - g. Provide support services for the development of two Design Services RFQ/RFP's and selection of Consultant Design Teams for two projects (Quinn's Recreation Complex and Downtown)
 - h. Attend Conceptual and Schematic Design Workshops as directed by DEDCP and monitor progress against the design schedules for two projects (Quinn's Recreation Complex and Downtown)
 - i. Review the Schematic Design for two projects (Quinn's Recreation Complex and Downtown) and advise on value engineering opportunities, constructability issues, construction phasing recommendations, and perform a preliminary cost estimate for each project.

- j. Provide support services for the development of two Construction Services RFQ/RFP's and selection of Construction Manager's at Risk for two projects (Quinn's Recreation Complex and Downtown)
- k. Provide support services for negotiation of contracts with the selected Construction Manager's at Risk for two projects (Quinn's Recreation Complex and Downtown)
- l. Attend Design Development Design Workshops as directed by DEDCP and monitor progress against the design schedules for two projects (Quinn's Recreation Complex and Downtown)
- m. Review and comment on the Design Development Phase value engineering opportunities, constructability issues, construction phasing recommendations, and cost estimates for two projects (Quinn's Recreation Complex and Downtown) as prepared by the City's Construction Manager at Risk for each project. Provide support services to City in reconciliation of approved cost estimate.
- n. Attend Owner/Architect/Construction Manager Meetings as directed by DEDCP and monitor progress against the Master Schedules for two projects (Quinn's Recreation Complex and Downtown)
- o. Review and comment on the Construction Document Phase value engineering opportunities, constructability issues, construction phasing recommendations, and cost estimates for two projects (Quinn's Recreation Complex and Downtown) as prepared by the City's Construction Manager for each project. Provide support services to City in reconciliation of approved cost estimate and Construction Manager's Guaranteed Maximum Price for each project.
- p. Review and provide comments to City with respect to Construction Manager(s) proposed construction schedule for two projects (Quinn's Recreation Complex and Downtown)
- q. Review and provide comments to City with respect to Construction Manager(s) proposed Schedule of Values and Cash Flow Projections for two projects (Quinn's Recreation Complex and Downtown)
- r. Review and provide comments to City with respect to Construction Manager(s) proposed Change Orders as a result of changes to the Construction Documents from Permit Review comments. The review and comment will be for two projects (Quinn's Recreation Complex and Downtown)
- s. Provide miscellaneous support services, consistent with the general scope of services, at the direction of DEDCP. Miscellaneous support services are to be performed within the not-to-exceed amount of \$10,032 (as outlined in the Work Plan attached as Exhibit A Schedule 1) unless otherwise approved in advance by DEDCP.

Exhibit B – Extra Work

HOURLY RATE SCHEDULE

Standard Fee Schedule for 2004

<u>Title</u>	<u>Hourly Billing Rates *</u>
Program Manager, Principal-in-Charge	\$125.00
Project Manager – Procurement / Contracts	\$75.00
Project Manager – Scheduling / Estimating	\$75.00
Project Engineer – Level 1	\$50.00
Project Engineer – Level 2	\$42.00
Data Entry / Administrative Support	\$35.00

*Hourly billing rates include all labor, overhead and profit charges. Rates are subject to adjustment January 1, 2005.

Reimbursables

Employee Car @ \$.375/mile or current government allowance;
Reproduction (includes all blueprints, photo copies, photography, etc.) at cost plus 10%;
and
Miscellaneous (includes postage, overnight mail, telephone, messenger, etc.) at cost.

Invoices are due within thirty (30) days from the date of invoice.

Exhibit A Schedule 1

Park City Program Management

Work Plan R2

Task Description	Position	Personnel	2nd Qtr 2004			3rd Qtr 2004			4th Qtr 2004			1st Qtr 2005			2nd Qtr 2005			Total	Comments
			Hours	Rate	Cost	Hours	Rate	Cost	Hours	Rate	Cost	Hours	Rate	Cost	Hours	Rate	Cost		
Project Initiation																		2175	
Project Set -up	PM 1	Grant Thomas	6	125	750														
	PM 2	Peggy Gooding	2	75	150														
	PM 3	Dave Erichsen	0	75	0														
		Reimbursables			0													900	
					900														
Project Kick-off Meeting	PM 1	Grant Thomas	6	125	750														
	PM 2	Peggy Gooding	4	75	300														
	PM 3	Dave Erichsen	3	75	225														
		Reimbursables			0													1275	
					1275														
Program Development																		9882	
Master Schedule Development																			1 Master Schedule per project (2 ea)
	PM 1	Grant Thomas	10	125	1250	8	125	1000											
	PM 2	Peggy Gooding																	
	PM 3	Dave Erichsen	12	75	900	8	75	600											
	Data Entry																		
		Reimbursables	1	50	50	1	50	50										3050	
					2200			1650											
Master Schedule Updates																			1 update per project per Quarter
	PM 1	Grant Thomas				8	125	1000	8	125	1000	8	130	1040	8	130	1040		
	PM 2	Peggy Gooding																	
	PM 3	Dave Erichsen				4	75	300	4	75	300	4	78	312	4	78	312		
	Data Entry					4	35	140	4	35	140	4	36	144	4	36	144		
		Reimbursables				2	20	40	2	20	40	2	20	40	2	20	40		
								1480			1480			1536			1536	6032	
Management Plan																		17449	
Strategy for Developing Design/Construction Documents	PM 1	Grant Thomas	3	125	375														
	PM 2	Peggy Gooding	3	75	225														
	PM 3	Dave Erichsen																	
	Data Entry																		
		Reimbursables																600	
					600														
Construction Contracting Methods																			
	PM 1	Grant Thomas	2	125	250														
	PM 2	Peggy Gooding	1	75	75														
	PM 3	Dave Erichsen																	
	Data Entry																		
		Reimbursables																325	
					325														
Identify Number of Construction Contracts																			
	PM 1	Grant Thomas				2	125	250											
	PM 2	Peggy Gooding				2	75	150											
		Reimbursables						400										400	
Project Management Procedures & Coordination Manual Support																			Review existing work Processes, recommend procedures, develop & publish procedures, identify Project Controls
	PM 1	Grant Thomas				16	125	2000											
	PM 2	Peggy Gooding				32	75	2400											
	PM 3	Dave Erichsen				8	75	600											
	Data Entry																		
		Reimbursables				2	250	500										5500	
								5500											
Project Controls & Reporting																			Set-up Project Controls, Monitor 3 times per Quarter starting 4th Qtr 2004
	PM 1	Grant Thomas				16	125	2000											
	PM 2	Peggy Gooding				16	75	1200	24	75	1800	24	78	1872	24	78	1872		
	PM 3	Dave Erichsen				16	75	1200											
	Data Entry					8	35	280											
		Reimbursables				1	100	100	1	100	100	1	100	100	1	100	100		
								4780			1900			1972			1972	10624	

Exhibit A Schedule 1

Park City Program Management

Work Plan R2

Task Description	Position	Personnel	2nd Qtr 2004			3rd Qtr 2004			4th Qtr 2004			1st Qtr 2005			2nd Qtr 2005			Total	Comments
			Hours	Rate	Cost	Hours	Rate	Cost	Hours	Rate	Cost	Hours	Rate	Cost	Hours	Rate	Cost		
Design Phase Activities																		55216	
Design RFP and Designer Selection Support																			
	PM 1	Grant Thomas	10	125	1250	16	125	2000											
	PM 2	Peggy Gooding	6	75	450														
	PM 3	Dave Erichsen																	
	Data Entry																		
	Reimbursables				1700			2000										3700	
Attend Conceptual Design Workshops and Monitor Design Schedule																			Attend 2 ea for each project
	PM 1	Grant Thomas				28	125	3500											
	PM 2	Peggy Gooding				28	75	2100											
	PM 3	Dave Erichsen																	
	Data Entry																		
	Reimbursables							5600										5600	
Value Engineering and Constructability Reviews																			See Schematic Design Cost Estimates
	PM 1	Grant Thomas																	
	PM 2	Peggy Gooding																	
	PM 3	Dave Erichsen																	
	Data Entry																		
	Reimbursables																		
Construction Phasing Plans																			See Schematic Design Cost Estimates
	PM 1	Grant Thomas																	
	PM 2	Peggy Gooding																	
	PM 3	Dave Erichsen																	
	Data Entry																		
	Reimbursables																		
Schematic Design Cost Estimates																			Includes VE, Constructability. Construction Phasing Concept, and Cost Estimate
	PM 1	Grant Thomas							48	125	6000								
	PM 2	Peggy Gooding							16	75	1200								
	PM 3	Dave Erichsen							112	75	8400								
	PE 1	Dan McCann							112	50	5600								
	Data Entry																		
	Reimbursables										21200							21200	
Attend Design Development Workshops and Monitor Design Schedule																			Attend 2 ea for each project
	PM 1	Grant Thomas							16	125	2000								
	PM 2	Peggy Gooding							12	75	900								
	PM 3	Dave Erichsen							8	75	600								
	PE 1	Dan McCann							0	50	0								
	Data Entry																		
	Reimbursables										3500							3500	
Design Development Design Cost Estimates																			Includes review of CM's VE, Constructability. Construction Phasing, , Contracting Plan, Cost Estimate
	PM 1	Grant Thomas										32	130	4160					
	PM 2	Peggy Gooding										16	78	1248					
	PM 3	Dave Erichsen										32	78	2496					
	PE 1	Dan McCann																	
	Data Entry																		
	Reimbursables																		
																		7904	7904

[illegible]

Exhibit A Schedule 1

Park City Program Management

Work Plan R2

Task Description	Position	Personnel	2nd Qtr 2004			3rd Qtr 2004			4th Qtr 2004			1st Qtr 2005			2nd Qtr 2005			Total	Comments
			Hours	Rate	Cost	Hours	Rate	Cost	Hours	Rate	Cost	Hours	Rate	Cost	Hours	Rate	Cost		
Construction Contractor Selection																		9620	
CM at Risk RFP and Selection Support																			
	PM 1	Grant Thomas										16	130	2080					
	PM 2	Peggy Gooding										54	78	4212					
	PM 3	Dave Erichsen																	
	Data Entry																		
	Reimbursables													6292				6292	
Negotiation Support																			
	PM 1	Grant Thomas										16	130	2080					
	PM 2	Peggy Gooding										16	78	1248					
	PM 3	Dave Erichsen																	
	Data Entry																		
	Reimbursables													3328				3328	
Construction Management																			
Final GMP Negotiations																		11544	
	PM 1	Grant Thomas													16	130	2080		
	PM 2	Peggy Gooding													16	78	1248		
	PM 3	Dave Erichsen																	
	Data Entry																		
	Reimbursables																	3328	3328
Review and Advsie re; Contractor's Construction Schedule																			
	PM 1	Grant Thomas													16	130	2080		
	PM 2	Peggy Gooding													16	78	1248		
	PM 3	Dave Erichsen													16	78	1248		
	Data Entry																		
	Reimbursables																		
Review Schedule of Values and Cash Flow Projections																			
	PM 1	Grant Thomas													8	130	1040		
	PM 2	Peggy Gooding													8	78	624		
	PM 3	Dave Erichsen													4	78	312		
	Data Entry																		
	Reimbursables																	1976	1976
Review Requests for Changes re: Permit Comments																			
	PM 1	Grant Thomas													8	130	1040		
	PM 2	Peggy Gooding													8	78	624		
	PM 3	Dave Erichsen																	
	Data Entry																		
	Reimbursables																	1664	1664
Misc. Program Support																			10032
	PM 1	Grant Thomas				10	125	1250	10	125	1250	10	130	1300	16	130	2080		
	PM 2	Peggy Gooding				10	75	750	10	75	750	10	78	780	24	78	1872		
	PM 3	Dave Erichsen																	
	Data Entry																		
	Reimbursables																		
								2000			2000			2080			3952	10032	

City Council
Staff Report



Author: Gary Hill
Subject: Final Open Space Bond Resolution – General Obligation Bonds, 2003 Series
Date: July 22, 2004
Type of Item: Legislative/Administrative

BUDGET, DEBT, AND GRANTS

Summary Recommendations: The City Council should consider and approve a resolution that does the following:

1. Confirms the sale and authorizes the issuance of approximately \$9,000,000 principal amount of General Obligation Bonds, Series 2004. These Bonds will be used to finance Open Space (\$5 million) and construct an Ice Facility and make Park Improvements (\$4 million).
2. Providing for other matters relating to the bond sale.
3. Authorize the Mayor and City Recorder to facilitate the closing of the bond, which includes executing closing documents.

Description:

A. Topic: Final General Obligation Bond Resolution

B. Background: On November 6, 2001 and November 5, 2002 Park City held Bond Elections where voters approved General Obligation Bonds for the creation of an Ice Rink and Park Improvements (\$4 million) and Open Space (\$10 million). Last year the City issued \$5 million in Open Space bonds. During the budget process, Council determined that it is in the best interest of the City to issue the remaining \$5 million in Open Space bonds and the entire \$4 million in Ice/Parks bonds (for a total bond issuance of \$9 million). The proceeds from these bonds will be used to purchase open space as well as fund improvements for neighborhood parks, the Quinn's recreation complex, City Park, and the regional ice facility. On June 17, 2004, Council passed a parameters resolution which outlined the details of the bond sale. In July, the three rating agencies, Moody's, Standard and Poor's, and Fitch affirmed the City's General Obligation Bond Rating of Aa3, AA-, and AA- respectively.

On July 22, 2004, the Park City General Obligation 2004 Series Bonds will be offered at a competitive bond sale. After the sale staff will provide to Council the details of the sale in the form of a final bond resolution with all of the information regarding the best bid (under a separate cover – to be provided to Council on the 22nd after the bond sale). It is necessary to provide information in this manner because the bids are only valid for 2 days until Council approval. Pursuant to Council direction in June, the Park City

property tax rate for CY 2005 will incorporate a debt payment of \$807,000 beginning in May of 2005.

C. Analysis: On July 22, 2004, Council will be asked to adopt a resolution that will confirm the competitive bond sale, and authorize the issuance of approximately \$9,000,000 principal amount of the General Obligation Bonds, Series 2004. A draft of the resolution is attached. The resolution establishes the details of the bond sale such as:

1) Size: The resolution sets the maximum amount of the bonds at \$9,000,000.

2) Length to Maturity: The maximum length to maturity cannot exceed 15 years as approved by the voters. The 15 year limit begins from the point of issuance for each series. This means that this series will mature in 15 years.

3) Interest Rates of the Bond Coupons: The resolution states that no single coupon of the bond issue can exceed 6.5 percent. When the bonds are sold, they will be structured in such a way that different maturities will have different interest rates. This parameter means that the coupon with the longest maturity will not have an interest rate greater than 6.5 percent. This is a conservative parameters amount increased from last year's bond issuance to reflect current interest rates. Staff anticipates that the interest rate will be closer to 4.5%

4) Maximum Discount: In addition, the resolution sets the maximum amount of discount for which the bonds can be sold. The 2 percent parameter is again conservative, and the discount rate should be less than that amount at around 1.5%.

D. Department Review: Budget, Debt, and Grants; City Manager; Legal; and Finance.

Alternatives:

A. Approve the Request: Adopting the Final Bond Resolution will confirm the sale and authorize the execution of all related matters.

B. Deny the Request, Continue the Item, or Do Nothing: Failure to adopt the Final Bond Resolution will abandon the sale and prevent the City from issuing this debt series at this time. Staff will need direction from the City Council as to how they would like to proceed if the resolution is not approved as the property tax rate has been calculated to incorporate a \$807,000 debt payment for May 2005.

Significant Impacts: Adoption of this resolution will allow the City to proceed with the issuance of the bonds and complete the purchase of Open Space property currently anticipated as well as continue with the planning, development, and construction of

neighborhood parks and the Quinn's Junction Recreation Complex (including the Ice Facility).

Consequences of not taking the recommended action: Not adopting the resolution will impact the City's ability to fund the Open Space purchases currently anticipated, to begin construction on the Ice Facility, and to fund the neighborhood parks identified by Staff and the Recreation Advisory Board. It will also impact the financing of the Quinn's Junction Recreation Complex as approved through the budget process this spring.

Recommendation: Approve the Final Bond Resolution (under separate cover) for \$9,000,000 in General Obligation bonds; confirm the sale; and authorize the issuance of debt related to the Open Space, Parks, and Ice, 2004 Series.

Attachment:

Draft Resolution – Distributed to Council under separate cover and available in the City Recorder's Office during regular business hours 615-5007.

**City Council
Staff Report**



Author: Kirsten Whetstone
Subject: Spiro Tunnel Annexation
Date: July 22, 2004
Type of Item: Legislative

Planning Department

Summary Recommendations:

Staff requests the Council hold a public hearing and review and discuss the proposed zoning map amendment, annexation petition and draft annexation agreement.

Description:

Topic

Project Name: Spiro Tunnel Annexation
Applicant: Rory Murphy, Paladin, LLC (owner)
Location: 12.32 acres located west of the Spiro Tunnel Water Treatment Facility on Three Kings Drive and north of Crescent Road.
Zoning: Summit County -West Mountain Neighborhood- base zoning of 1:20, 1:40 depending on slopes, potential for increased density for Mountain Recreation/Resort Support Uses subject to the Snyderville Basin General Plan matrix/community benefits/SPA.
Proposed Zoning: RDM (Residential Development Medium Density)
Adjacent Land Uses: single family residential, condominiums, golf course, water treatment facility, PCMR undeveloped lands, open land

Background

On October 29, 2003 the property owner submitted to the City an annexation petition application and zoning map amendment for one metes and bounds described parcel of land, currently within Summit County's jurisdiction. The parcel is located on the west side of Three Kings Drive, north of Crescent Road, directly west of the City's Spiro Tunnel water treatment facility and the Park City Golf Course (see vicinity map). This parcel is approximately 12.32 acres in area.

The applicant also submitted, as required by the Annexation Policy Plan, a Master Planned Development application for the annexation parcel combined with 1) an adjacent 5.26-acre parcel and 2) an adjacent 2.26 acre parcel, both already within the Park City

municipal boundary. The total project area of the MPD is approximately 19.84 acres.

The applicant is requesting RDM-Residential Development Medium Density zoning for the proposed 12.32-acre annexation parcel. The adjacent 5.26 acre parcel is zoned RD, Residential Development and the adjacent 2.26 acre parcel is zoned SF, Single Family. The applicant is not requesting a rezone of these parcels, but there could be a transfer of density between these parcels, during the MPD process. The RD district allows Master Planned Developments with residential and transient lodging uses, as well as MPDs with support retail and office, and minor service commercial uses.

The RDM district allows Master Planned Developments with residential, support retail, and minor service commercial, as well as general office uses associated with redevelopment of existing buildings. Developments reviewed and approved as a Master Planned Development in the RDM zoning district may “approach a maximum density of 8 units (UE) per acre” (61.6 UE to 98.6 UE). Developments within the RD may “approach a maximum density of 5 units per acres (15.8 UE to 26.3 UE). The SF District allows up to 3 units per acre (6.78 UE). Possible density ranges from 84.18 UE to 131.68 UE. The applicants proposed 99 UE with the preliminary MPD submittal.

Several large historic buildings and mining related structures exist on the site, which is currently used as a construction staging and storage area and for mine maintenance. The applicants propose extensive restoration of these historic mining structures as an integral part of this project. Restoration of these buildings is a significant cost and provides a public benefit. An Historic Building Restoration Plan has been submitted to staff for review. These buildings are currently within Summit County unincorporated area, and are not currently subject to the Park City Historic District Design Guidelines. Approval of this annexation would put these historic buildings within the Park City limits.

Access to the proposed annexation parcel is from Three Kings Drive, a public city street. The proposed annexation parcel has approximately 588 linear feet of frontage on Three Kings Drive.

Information regarding ownership, slopes, geology, vegetation, soils, environmental and mining impacts, sensitive lands, historic

structures, roads, utilities, water rights, wildlife, school impacts, fiscal impacts, traffic and parking, skiing, trails, proposed uses/site planning for the proposed MPD, has been submitted as part of the annexation and MPD application, and is on file at the Planning Department.

The property is currently zoned in the County as ED “Existing Development” and DL (Developable Lands) with development subject to the Snyderville Basin General Plan. The parcel is included in the West Mountain neighborhood area, an area where ski resort related development is considered appropriate and could be proposed as part of a Specially Planned Area (in Summit County). Existing uses include an excavating company utilizing several old buildings, outdoor storage of construction equipment and materials, and the Spiro Tunnel water works.

Procedural History

Municipal annexation is a legislative act governed procedurally by Utah state law. On January 8, 2004, the Park City Council accepted the petition for annexation. The City reviewed the petition against the criteria stated in Sections 10-2-403 (2), (3), and (4) of the Utah Code of the Utah Code, Annotated, 1953, as amended, and made findings that the petition complies with all applicable requirements of the Utah Code. On February 9, 2004, letters were sent to the “affected entities” giving notice that the petition had been certified and the 30-day protest period had begun. March 8, 2004 was the deadline for “affected entities” to file a protest with the Summit County Boundary Commission. No protests were filed.

Procedurally, the Planning Commission forwards a recommendation on annexation petitions and zoning to the City Council for final action. On June 23, 2004 the Planning Commission conducted a public hearing and forwarded to City Council a positive recommendation on the proposed Spiro Tunnel annexation and zoning. Once the City Council enacts an ordinance annexing the unincorporated Area all applicable zoning and Land Management Code sections shall apply to the annexed Property.

The Planning Commission conducted public hearings on March 14, May 12, and June 23, 2004. There was no public input in opposition to the annexation expressed at these public hearings. There were concerns expressed related to the proposed Master

Planned Development, which the applicants will continue to address when the MPD returns to the Planning Commission for public hearing and discussion. These concerns included traffic, parking, building location and massing, buffering and screening of uses and parking from adjacent residential areas and trail access.

Analysis

The Annexation Policy Plan requires an annexation evaluation and staff report to be presented that contains certain items (see Section 15-8-5 (B)). The staff analysis is as follows:

1. General Requirements of Section 15-8-2

The annexation meets the general annexation requirements as stated in Section 15-8-2. See Section E. of this staff report for a detailed analysis of the annexation as it relates to Section 15-8-2.

2. Map and natural features

The property consists of one 12.32 acre parcel that is contiguous to the Park City Municipal boundary along Three Kings Drive and along the northern boundary with the SF zoned Donile parcel. (See annexation submittal). The parcel is within the Annexation Expansion Area, as described by the adopted Annexation Policy Plan. The parcel is currently zoned SL (Sensitive lands) and DL (Development lands) in Summit County, subject to the Snyderville Basin General Plan. The applicant proposes to combine the parcel with an adjacent RD, Residential Development parcel and an adjacent SF parcel that are both within the City limits, for a mixed-use development, known as the Spiro Tunnel MPD. The applicant is requesting RDM, Residential Medium Density, zoning. The applicants have submitted an accurate map of the area showing the boundaries, property ownership, topography, natural features, and environmentally sensitive areas. Proposed development is located in areas previously disturbed due to mining operations and in the gulch area between the two ridges at the north end of the property.

3. Residential Density

Annexation of this property does not vest the owner in any particular density. A Density Determination will be discussed in detail at the time the MPD is reviewed by the Planning Commission. Density proposed for the overall MPD (submitted as a requirement of

the Annexation Policy Plan), includes 24 cottage units and 75 condominium units on 19.84 acres. This density of approximately 4.98 units per acre is less than the existing density in the surrounding areas and within the range allowed by the RD and RDM zones. Three Kings (8 units per acre), Crescent Ridge (7 units per acre) and Payday (10 units per acre) condominiums were developed in the 1970's under the RC, Resort Commercial zone. The Thaynes Canyon single-family development is in the range of 3-4 units per acre. Open space (area not covered by buildings or parking) is proposed at 76% of the entire 19.84 acres. Twenty-four cottage units (paired units) are proposed on the annexation parcel. If the City Council approves this annexation, MPD review for LMC compliance will take place.

4. Land Uses-existing and proposed

Several historic buildings and mining related structures exist on the site, which is currently used as a construction staging and storage area and for mine maintenance. A major Park City water source and separate water transmission line occupy the site. The applicants propose extensive restoration of these historic mining structures as an integral part of the proposed MPD. This restoration of historic buildings is a public benefit that is consistent with the City's General Plan- Historic Preservation element. Proposed land uses are detailed above. These buildings are not currently within the Park City limits, and therefore not currently subject to the Park City Historic District Design Guidelines. Never the less, the applicant has worked extensively with the Chief Building Official and City staff on strategies for restoration of these historic buildings.

5. Character and Development of adjacent property

Surrounding land uses include single family lots to the north, a water treatment plant and offices to the east, a municipal golf course and maintenance shop to the east, condominiums to the southeast and the south, vacant lands to the west that are for the most part very steep and part of the Park City Mountain Resort Master Plan to be used for skiing, hiking, biking, and open space. These lands are designated as sensitive lands, view shed hillsides, and sensitive ridgeline areas. Development potential of these lands is limited. The applicant has also prepared a document, entitled, "Land Development Potential for Properties Adjacent to the Spiro Tunnel Site." This study arrives at a similar conclusion per discussions with County staff. The most likely scenario for development of

these sensitive lands is to transfer the density to a more developable receiving area. If low-density residential development is permitted, access to that property can be achieved from Snow's Lane and annexation of this subject property would not impact future development or access to adjacent lands.

6. Zoning- existing and proposed

Zoning has been described in the above Project Description section. The proposed zoning of RDM is compatible with the surrounding zoning and allows the proposed uses. Staff recommends that the Sensitive Lands Overlay zone not be applied over the RDM zoning because 1) the property is a relatively small infill site, 2) the site topography is predominately a result of man-made (mining overburden and existing dirt roads) disturbance, 3) the slope analysis map submitted indicates no proposed development is located on Sensitive Lands such as visible ridges, very steep (naturally occurring) slopes, wetlands, entry corridor areas, or sensitive wildlife habitat areas. Additionally, the preliminary MPD complies with the SLO design criteria.

7. Goals and Policies of the Park City General Plan

This annexation is consistent with the goals and policies of the Park City General plan in that the annexation provides the ability to propose a development that 1) provides open space and resort related residential development, 2) provides for renovation and adaptive reuse of several historic mining buildings, 3) facilitates an artist-in residence program and provides space for non-profit uses that further off-season economic development, 4) facilitates a resort related ski-in/ski-out mixed use development, 5) enhances skiing, and 6) preserves existing trails. It is logical, reasonable, and consistent with the General Plan to provide municipal level services to this property and to combine it with surrounding vacant property already within the City limits, under common ownership, as part of a Master Planned Development to further the goals and policies of the Park City General Plan.

8. Assessed valuation

Current assessed valuation of the annexation parcel is \$491,580, according to the Summit County assessor's office.

9. Demand for municipal services

Whether the development is within the City or not, most essential services will be provided by the same entities, ie. Park City Fire District,

SBWRD, Park City School District, Park City Police (by interlocal agreement with the County Sheriff Office), gas, electric, cable, phone, and trash removal. If annexed, prior to issuance of any building permits for this property, a fire protection plan addressing the long private driveway for the cottages, wild land interface issues, defensible space around structures, fire sprinkler systems, and other fire protection and emergency access issues would need to be reviewed and approved by the Chief Building Official and Fire Marshall.

Police

Currently the property is within the Summit County Sheriff's jurisdiction. However, the City police currently respond to service calls in the area, as part of a mutual assistance/interlocal agreement. According to Chief Evans, the Sheriff is responsible for criminal investigation.

Sewer service

Snyderville Basin Water Reclamation District provides sewer service regardless of whether the property is annexed or not.

School District and Recreation service

The property is located within the Park City School District and the Snyderville Basin Recreation District. The Wikstrom Fiscal Analysis indicates that 90% of these units are likely to be second homes and a majority of the property taxes go to the Park City School District. The Fiscal Analysis concludes that there is an overall benefit to the School District. According to the Recreation District the District's rate for general obligation debt service cannot be changed. Properties within the proposed annexation area have been pledged to the Recreation District to service the debt on bonds issued in 1996, 1997, and 2002. The property may also be subject to general obligation bond property tax levies associated with bonds authorized in November of 2001 for future bond issuance of up to \$4.5 million. According to the Basin Recreation District Director, annexed lands would continue to be in the Recreation District after annexation by Park City.

Planning and Building regulations and code enforcement

If annexed, the City would provide Planning and Building Code review of any proposed developments. This includes the application of the City's Land Management Code (including lighting, architecture, materials and colors, and landscaping). The

City's Historic District Design Guidelines and MPD review criteria will apply if the property is annexed.

10. Effect on City boundaries

The proposed annexation is a logical extension of the City's boundaries. Properties both to the north and south of the proposed annexation are within the City limits. The property has over 588 feet of frontage on a City street and is directly opposite land that is within the City limits on the other side of the street. This property utilizes City streets for ingress and egress.

11. Timetable for extending services

Services can be extended to the property upon approval of a Master Planned Development and subsequent platting of the property and issuance of building permits for approved development. The applicant currently has a City water meter, which serves the existing uses. The property is located in close proximity to Sewer Service (a line extension agreement with SBWRD will be required before additional services can be extended). Most other services are readily available upon annexation (see #9 above).

12. Revenue versus costs

A fiscal analysis report prepared by Wikstrom Economic and Planning Consultants, Inc., October 2003, was included with the annexation petition. The analysis summarizes that once completed; the proposed Spiro site will "produce positive fiscal impacts to Park City". The ski- in/ski-out access to PCMR, second home condominiums (study estimates 90% of the units will be second homes), and associated resort related commercial will generate over \$681,000 annually in revenues while requiring services with an estimated cost of approximately \$82,000 annually, resulting in net revenues to Park City taxing agencies and service providers of \$599,000 annually. The Wikstrom study estimates net revenue of \$7.5 million over a fourteen-year period from, and including, 2004 to 2017.

13. Tax consequences

Tax consequences to the property owner are the difference between the County and the City mill levy for property in this part of the County. The Fiscal Impact Analysis outlines this in detail. The difference in tax rate on \$150,000 is approximately \$56.00 more in the City than in the County.

14. Impact on Summit County

The Fiscal Impact study details the impacts on Summit County. Currently property taxes are \$12,000. Animal control and garbage collection are nearly \$6,500 annually, equating to \$5,500 net

annual revenue to Summit County. As a majority the tax revenue (in terms of property taxes) will go to the Park City School District whether annexed or not, the fiscal impacts on Summit County are primarily due to a loss of sales tax revenue. Potential retail sales associated with resort support retail (2,000 sf) and non-profit artist-in residence programs are minimal, roughly \$6,000 annually, compared to the property tax element. Given the location of the property and its proximity to Park City, it would cost the County more than the City to provide services, such as water, Planning, Engineering, Building inspection, etc. With development proposed with the associated Spiro Tunnel MPD, the net benefit to the County is approximately \$61,500 annually (over the current \$5,500 net revenue generated by the current uses).

15. Historic and cultural resources

The Spiro Tunnel MPD proposes significant historic renovation of several large mining buildings located on site and the applicant has submitted an Historic Building Restoration Plan for staff review. The applicant proposes to renovate three major existing mine building for adapted re-use and proposed to restore several other mining icons that exist on the property. Included in the proposal is a small museum on the premises to highlight the importance of the Spiro Tunnel site, from a mining and skiing perspective. This restoration project is a significant public benefit in that preserving Park City's mining heritage is a community goal and an objective of the General Plan.

Annexation Policy Plan

Purpose (Section 15-8-1)

Chapter 8 of the Land Management Code is considered Park City's annexation policy plan and declaration. In Section 15-8-1 the Code states the following:

The annexation requirements specified in this Chapter are intended to protect the general interests and character of the community; assure orderly growth and development of the Park City community in terms of utilities and public services; preserve open space, enhance parks and trails; ensure environmental quality; protect entry corridors, view sheds and environmentally Sensitive Lands; preserve Historic and cultural resources; create buffer areas; protect public health, safety, and welfare; and ensure that annexations are approved consistent with the Park City General Plan and Utah State Law.

Staff finds that the proposed annexation meets the above stated purposes in that this annexation contributes to the achievement of the goals and policies of the Park City General Plan and further protects the general interests and character of Park City by 1) preserving and dedicating open space and trails; 2) preserving and renovating historic and cultural resources, and 3) contributing to the resort economy of Park City.

In addition the Annexation Policy Plan states:

If practical and feasible, boundaries of an Area proposed for annexation shall be drawn:

- (A) Along the boundaries of existing special districts for sewer, water, fire, and other services, along the boundaries of school districts whose boundaries follow City boundaries... and along the boundaries of other taxing entities;**
- (B) To eliminate islands and peninsulas of territory that is not receiving municipal type services;**
- (C) To facilitate the consolidation of overlapping functions of local government;**
- (D) To promote the efficient delivery of services; and**
- (E) To encourage the equitable distribution of community resources and obligations.**

It is the intent of this Chapter to ensure that Property annexed to the City will contribute to the attractiveness of the community and will enhance the resort image which is critical for economic viability, and that the potential deficit of revenue against expense to the City is not unreasonable.

Staff has reviewed this annexation proposal against these stated purposes and finds that the proposal is consistent with and furthers the interest of the Park City Annexation Policy Plan in that the historic buildings on this property are part of Park City's heritage and it is in the best interest of Park City to facilitate renovation and adapted re-use of these buildings. Development within Park City of an artist-in-residence program, employee housing, a resort residential community with a ski lift to facilitate skiing for not only the residents of the development, but also of the surrounding residential area, is consistent with the Community Character and Economic Development policies of the City Council and General Plan.

General Requirements (Section 15-8-2)

Staff has reviewed the proposed annexation and preliminary plat against the following general requirements (findings in *italics*).

The following specific requirements are hereby established for annexation to Park City:

- (A) Property under consideration of annexation must be considered a logical extension of the City boundaries.**

Complies. *The property is directly adjacent to the City boundary along Three Kings Drive. North and South of the property are subdivisions located within Park City. The property is within the boundary of the Park City Annexation Expansion Area. The proposed Master Planned Development is compatible with the surrounding land uses. Additionally, this parcel is a logical extension of the existing boundary and existing developed properties in this area.*

- (B) Annexation of Property to the City must be consistent with the intent and purposes of this Chapter and the Park City General Plan.**

Complies. *This annexation proposal has been submitted and processed consistent with the intent and purposes of the Annexation Policy Plan. The annexation petition has been accepted by the City Council and the petition certified by the City Recorder. The applicant submitted all required documents and information, per LMC Section 15-8-3 (A)-(J)) and including all submittal requirements as stated on the application form. The property has been posted and affected property owners have been notified of the public hearing. Legal advertisement has been posted in the Park Record. The property falls within the Park City Annexation Expansion Area boundaries.*

- (C) Every annexation shall include the greatest amount of Property possible that is a contiguous Area and that is contiguous to the City's municipal boundaries.**

Complies. *Property is defined in the Land Management Code as Any Parcel, Lot, or tract of land, including improvements thereon, in the possession of or owned by, or recorded as the real Property of the same Person or Persons. The property owners do not own any other parcels contiguous to this metes and bounds described 12.32 acres parcel, which is contiguous to the City Boundary, that are outside of the City limits.*

- (D) Piecemeal annexation of individual small Properties shall be discouraged if larger contiguous Parcels are available for annexation within a reasonable time frame in order to avoid repetitious annexations.**

Complies. *This parcel is the only parcel that the Property owner holds or controls in this area that is not already within the City limits. This property owner does own and*

control the two adjacent parcels that are in the City limits and that are included within the proposed MPD. The key words are "within a reasonable timeframe" and "that would avoid repetitious annexations". Timely annexation of this parcel will ensure that renovation of the historic structures are done subject to the Park City Historic District Design Guidelines. Unincorporated property adjacent to this annexation is described in detail in the "Land Development Potential for Properties Adjacent to the Spiro Tunnel Site". The applicant has approached these property owners and they are not interested in annexation at this time or in the near future.

The Commission discussed this requirement on May 12, 2004 and expressed concern about future repetitious annexation proposals of additional metes and bounds parcels by the same owner, expressing desire that annexations include all of the property owned in common at the time of annexation petition. The applicant described the surrounding properties and ownerships, and stated that the 12.32 acre parcel subject to this annexation petition was the only unincorporated land they owned in this general area. The applicants also expressed concerns that timely annexation of this parcel will ensure that renovation of the historic structures are done subject to the Park City Historic District Design Guidelines. The applicant's MPD plan includes restoration of the buildings as a part of the initial phase of construction. Based on the Commission's discussion and information presented by the applicant at the May 12, 2004 hearing, Staff finds that the proposed annexation complies with this requirement.

- (E) **Islands of county jurisdiction shall not be left or created as a result of the annexation and peninsulas and irregular boundaries shall be avoided.**

Complies. *This annexation does not create an island, peninsula (which by definition is a long projection of land into water (or in this case land), or an irregular boundary.*

- (F) **In addition to services provided by existing districts, such as sewer, fire protection, and public schools, the following urban level services, consistent with those normally provided in the rest of the incorporated boundaries will be provided to annexed Areas: Complies as outlined below.**

- a. Police protection** *City Police protection currently provided by special agreement with the County Sheriff for routine calls. Criminal*

investigation currently responsibility of the County Sheriff and would transfer to the City.

- b. **Snow removal on Public Streets** (not applicable as no new public streets are proposed)*
- c. **Street maintenance** (not applicable for private streets)*
- d. **Planning, zoning, and Code enforcement** (Currently Summit County Planning and Building Department and would transfer to the City departments of planning and building)*
- e. **Availability of municipal sponsored parks and recreational activities and cultural events and facilities** (parks are public and open to County and City residents, racquet club fees don't differentiate county/city residents now, library card for City is free for residents and \$40.00 for families in the County)*
- f. **Water services as the Area is developed.** Existing water treatment and storage facilities may currently be inadequate to provide services to the annexed Area. Developers of the annexed Area are required to pay for the cost of improvements related to the extension of and connection with the City lines and systems as well as participate in additional improvements such as storage capacity and distribution as necessary for safe, reliable, and efficient water flows. A City water meter is located on the site. City water is available upon annexation, the details of which are addressed in the draft Annexation Agreement. The property has water rights associated with it. The property would need to be annexed into the Weber Basin Conservancy District, if not already within it.*

- (G) **If feasible and practical, water and sewer lines shall be extended to the Area proposed for annexation. Expenses associated with such extension shall be the responsibility of the Applicant(s). The City shall determine timing and capacity of extending water to the proposed annexation area. The Snyderville Basin Water Reclamation District (SBWRD) shall determine timing and capacity of extending sewer service to the proposed annexation area.**

Complies. *Water is available (see above). Sewer service is available in the area. The owner is working with the SBWRD on a line extension agreement that would be necessary if the MPD is approved. Extension of the sewer and water mains would be the responsibility of the developer of the property.*

- (H) **Before considering requests for annexation the City shall carefully analyze the impacts of annexation of an Area, taking into consideration whether the Area will create negative impacts on the City and considering whether the City can economically provide services to the annexed Area. Community issues such as location and adequacy of schools and community facilities, traffic, fire protection, particularly in**

Wildfire/Wildland Interface Zones, useable open space and recreation Areas, protection of Sensitive Lands, conservation of natural resources, protection of view corridors, protection and preservation of Historic resources, affordable housing, balance of housing types and ownership, adequate water and sewer capacity to serve the future needs of the proposed annexation Areas shall also be considered.

Complies. *These impacts of annexation have been reviewed and analyzed (see Fiscal Analysis). There is a net benefit to the City as a result of this annexation, due to the proposed resort oriented, second home, ski-in/ski-out development, restoration of historic buildings, adaptive re-use with a highly sought after non-profit, employee housing, artist-in- residence program, enhanced ski area base for the residents of both the proposed project and the surrounding neighborhood. Other than water, criminal investigation, planning and building services, no additional city services are required. Internal streets are private. The applicant addressed these areas of impact in a fiscal analysis with a similar conclusion.*

- (I) **Situations may exist where it is in the public interest to preserve certain lands from Development where there exist Geologic Hazards, excessive Slopes, flood plains or where the need for preservation of community open space and/or agricultural lands is consistent with the General Plan. In such circumstances, annexation may occur as a means of retaining those lands in a natural state.**

Complies. *This is an area of specific concern for this annexation in that several important historic mining structures are located on this site. The Park City public interest is furthered by annexation of this parcel in that these mining structures will be renovated and restored. In addition, development review and code enforcement will be the responsibility of the Park City planning and building departments, subject to the Park City Land Management Code.*

- (J) **The City shall consider annexation of unincorporated Areas of Summit County that are within the annexation expansion Area as defined by Exhibit A.**

Complies. *This property is within the Park City Annexation Expansion Area, adopted by the City Council in 2003.*

- (K) **In general, the City does not favor annexation of territory, which should be located within another municipality, nor does it favor the annexation of unincorporated territory solely for the purpose of acquiring municipal revenues, or for retarding the capacity of another municipality to annex.**

Complies. *The area is a logical extension of the Park City limits with existing City development on three sides. The sole purpose of this annexation is not to acquire municipal revenues or to retard the capacity of another municipality to annex this property. Provision of municipal services for this property is more efficiently provided by Park City than by Summit County.*

- (L) **Annexations that expand the resort and/or tourist economy, provide second home or rental residential Properties, preserve environmentally Sensitive Lands, and provide significant public open space and/or community facilities are preferred.**

Complies. *This annexation is beneficial in that the proposed development is resort oriented, furthers off-season economic development, preserves and protects historic resources and sensitive lands, enhances skiing, provides open space and preserves existing trails. It is logical and reasonable to provide municipal level services to this property and to combine it with surrounding vacant property, under common ownership, as part of a Master Planned Development.*

Staff finds that the proposed annexation, as outlined in the draft annexation agreement, complies with the requirements and criteria of the Park City Annexation Policy Plan, as outlined above.

Annexation Agreement

The Annexation Policy Plan establishes a requirement for an Annexation Agreement to be approved by the City Council to address standard conditions that must be met prior to completion of the annexation. These conditions are outlined in Section 15-8-5 C. of the Annexation Policy Plan. A written annexation agreement has been drafted (see attached) addressing these conditions. The annexation agreement assigns RDM zoning to the property and sets forth requirements and parameters for the dedication of public trail easements, road design, sewer and water development, and historic preservation and identifies that final action on the MPD, including a density determination, shall occur only after the Planning Commission finds that the MPD is in full compliance with the applicable Land Management Code requirements.

Departmental Review

Staff has distributed copies of the plans and plat to various service providers and all affected entities (12 sets distributed) per Section 15-8-5 (A) of the LMC. The proposal was discussed at Staff Review on January 20, March 16, and May 25,

2004. Several meetings between the applicant, staff, and various City Departments have also been held to better understand the issues. As required by the Annexation Policy Plan input regarding this annexation has been received from the Planning Director, City Engineer, Director of Public Works, Fire Marshall, Police Chief, representatives from applicable utility providers, and Park City School District Superintendent.

Recommendation:

Staff recommends the Council hold a public hearing and review and discuss the annexation and zoning map amendment. Staff recommends the Council provide input on the Annexation Agreement and continue this item for further discussion and possible action at the July 29 meeting.

Exhibits

Exhibit A – Spiro Tunnel Annexation booklet (plat, plans, fiscal analysis, detailed description of the proposed MPD, water rights, historic preservation information, employee housing analysis, etc.) (Provided under separate cover).

Exhibit B- Draft Annexation Agreement

June 16, 2004

When Recorded, please return to:

PARK CITY MUNICIPAL CORPORATION

City Recorder

P O Box 1480

Park City UT 84060

**ANNEXATION AGREEMENT
FOR THE SPIRO TUNNEL PROPERTY**

This Annexation Agreement is made by and between Park City Municipal Corporation (APark City@) and Paladin, LLC (hereafter collectively referred to as APetitioner@) to set forth the terms and conditions under which Park City will annex land owned by Petitioner into the corporate limits of Park City and extend municipal services to that property. This Agreement is made under authority of '10-2-401 et. seq. of the Utah Code, Annotated 1953, as amended, and shall serve as a supplemental annexation policy declaration when executed by all parties. In consideration of Park City=s agreement to annex Petitioner=s property and in consideration of the mutual promises contained herein, the parties agree that the terms and conditions of annexation shall be as follows:

1. **Property.** The property to be annexed is approximately 12.32 acres in size as depicted on the annexation plat, attached as Exhibit A and as more fully described in the legal description, attached as Exhibit B, and incorporated herein by reference (hereafter referred to as the "Property").
2. **Zoning.** Upon annexation, the Property will be zoned RDM (Residential Development Medium Density) as shown on Exhibit A. The maximum density allowed by the RD and RDM zoning districts for the MPD parcels combined is between 84 and 132 UE. Final density will be determined by the Planning Commission prior to Final Action on the MPD.
3. **Master Plan Approval and Project Phasing.** Pursuant to LMC Section 15-8-3 (D), Petitioner on October 29, 2003, submitted an application for a Master Planned Development (MPD) known as the Spiro Tunnel MPD. The proposed Spiro Tunnel MPD consists of the subject Property, an adjacent 5.26 acre RD (Residential Development) zoned parcel, and an adjacent 2.26 acre SF (Single Family) zoned parcel, known as the "Donile parcel". This Agreement does not represent approval or vesting of the Property. Following completion of the annexation process pursuant to Utah Code Annotated Section 10-2-425, as amended, development of the Property shall be governed by the zoning designation provided herein and the Park City Land Management code in effect at the time a complete application is filed with Park City.

4. **Trails.** Petitioner agrees as a condition precedent to final plat approval for the Property to dedicate public non-vehicular trail easements and trail head parking as required as part of the MPD review process.
5. **Fire Prevention Measures.** Because of significant wild land interface issues on the Property, the Petitioner agrees to implement a fire protection and emergency access plan, to be submitted prior to issuance of any building permits, and to be reviewed and approved by the Fire Marshall and Chief Building Official for compliance with applicable building and fire codes.
6. **Roads and Road Design.** All streets and roads within the Property shall be designed according to the City's road design standards and shall be private. Maintenance of all roads, parking, sidewalks, and pedestrian circulation shall be by the entity holding fee title to the property, or the Homeowner's Association.
7. **Sanitary Sewer.** Alignment of the sanitary sewer shall be determined as a part of the final subdivision plat for the Property. The preferred alignment shall be determined, which results in the least visual impact and site disturbance while meeting site design and construction requirements of the Snyderville Basin Water Reclamation District.
8. **Dedication of Water Rights.** Pursuant to the January 23, 1992 agreement between Park City Municipal Corporation and United Park City Mines Company, Petitioner is not required to dedicate water rights to City in support of this annexation petition. However, Petitioner acknowledges that water development fees will be collected by City in the same manner and in the same amount as with other development within municipal boundaries and that impact fees so collected will not be refunded to Petitioner or to individual building permit applicants developing within the proposed annexation area.
9. **Water Development Fees and Other Water System Costs.** As a condition of this Agreement, Petitioner shall construct and dedicate all necessary water facilities and easements as determined by the City during the final subdivision review process. All such facilities shall be constructed to specifications approved by the City Engineer. Upon completion of such facilities, easements and appurtenances all to the satisfaction of the City Engineer, the Petitioner shall dedicate the easements and water facilities to the City. As each building permit is obtained for each building within the subdivision, the lot owner shall pay the Park City Water Development fees as provided by the Park City ordinance in effect at the time of application for building permits. The parties agree that no lot owner within the Property shall be entitled to an offset (in whole or in part) of the Park City Water Development Fee as a result of the Petitioner's successful completion of this condition.

In addition, development of the Property shall be designed around any and all existing water lines, fittings, and appurtenances, and around all tunnels and tracks necessary for the ongoing operation of the Spiro Tunnel water works, and any proposed relocations of these improvements are subject to approval by Park City, and any such relocations shall be paid for entirely by the Petitioner, together with standard inspection fees and financial securities. Petitioner shall provide on-site storm runoff detention facilities, or approved alternatives, as approved by the Park City Engineer. Timing of such storm run-off improvements shall be determined at the time of final plat approval.

10. **Historic Preservation:** An Historic Building Renovation Plan for Historic Structures on the Property, in conformance with the LMC, Historic District Guidelines, and Secretary of Interior Standards is a condition precedent to the issuance of any full building permit.

11. **Planning Review Fees.** Petitioner is responsible for all planning, building, subdivision and construction inspection fees required by the City at the time of application.

12. **Impact and Building Fees.** Petitioner shall pay all generally-applicable fees, such as development impact, park and recreation land acquisition, building permit, and plan check fees due for construction on the Property at the time of application for building permits.

13. **Acceptance of Public Improvements.** Petitioner shall offer to Park City title to those water facilities, easements and appurtenances, upon Petitioner=s fulfillment of all Code requirements and Park City=s final approval of the infrastructure construction.

14. **Snow Removal and Storage.** Park City is not obligated to remove snow from private streets within the Property.

15. **Fiscal Impact Analysis.** The fiscal impact analysis prepared by Wikstrom Economic and Planning Consultants, Inc, dated October 2003, and submitted with the Spiro Tunnel Annexation petition, including revenue and cost assumptions related to the annexation and development of this Property, is hereby accepted and approved by the City.

16. **Comprehensive Review and Analysis of Surrounding Property.** The Petitioner submitted with the petition for annexation a comprehensive land use review and analysis of the surrounding properties, entitled "Land Development Potential for Properties Adjacent to the Spiro Tunnel Site," dated February 12, 2004.

17. **Effective Date.** This Agreement is effective as of the date of the Resolution authorizing its execution.

18. **Governing Law.** The laws of the State of Utah shall govern this Agreement. Jurisdiction and venue are proper in Summit County.

19. **Real Covenant, Equitable Servitude.** This Agreement constitutes a real covenant and an equitable servitude on the Property. The terms of this Agreement touch and concern and both benefit and burden the Property. The benefits and burdens of this Agreement run with the land, and are intended to bind all successors in interest to any portion of the Property.

20. **Assignment.** This Agreement is also a personal obligation of the Petitioner. Petitioner may assign its obligations under this Agreement, only upon prior written consent of the City, upon demonstration that the City's rights are adequately secured by the assignment. Consent to assignment shall rest in the sole discretion of the City.

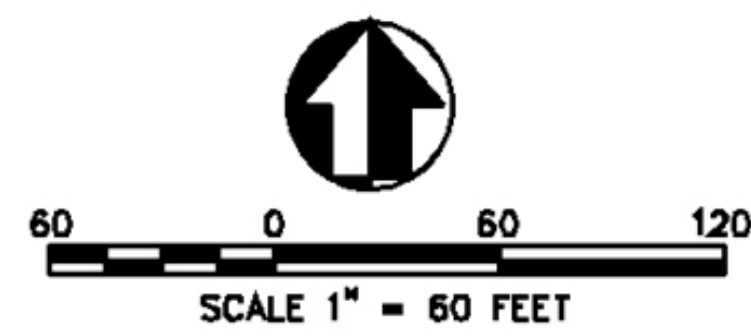
21. **Compliance with City Code.** Notwithstanding paragraph 17 herein, from the time of City Council approval of this agreement, Petitioner and his agents shall comply with all City Codes and Regulations pertaining to the subject Property.

22. **Full Agreement.** This Agreement contains the full and complete agreement of the parties regarding the Annexation and there are no other agreements in regard to the annexation of the Property. Only a written instrument signed by all parties hereto may amend this Agreement.

DATED this ___ day of _____, 2004.

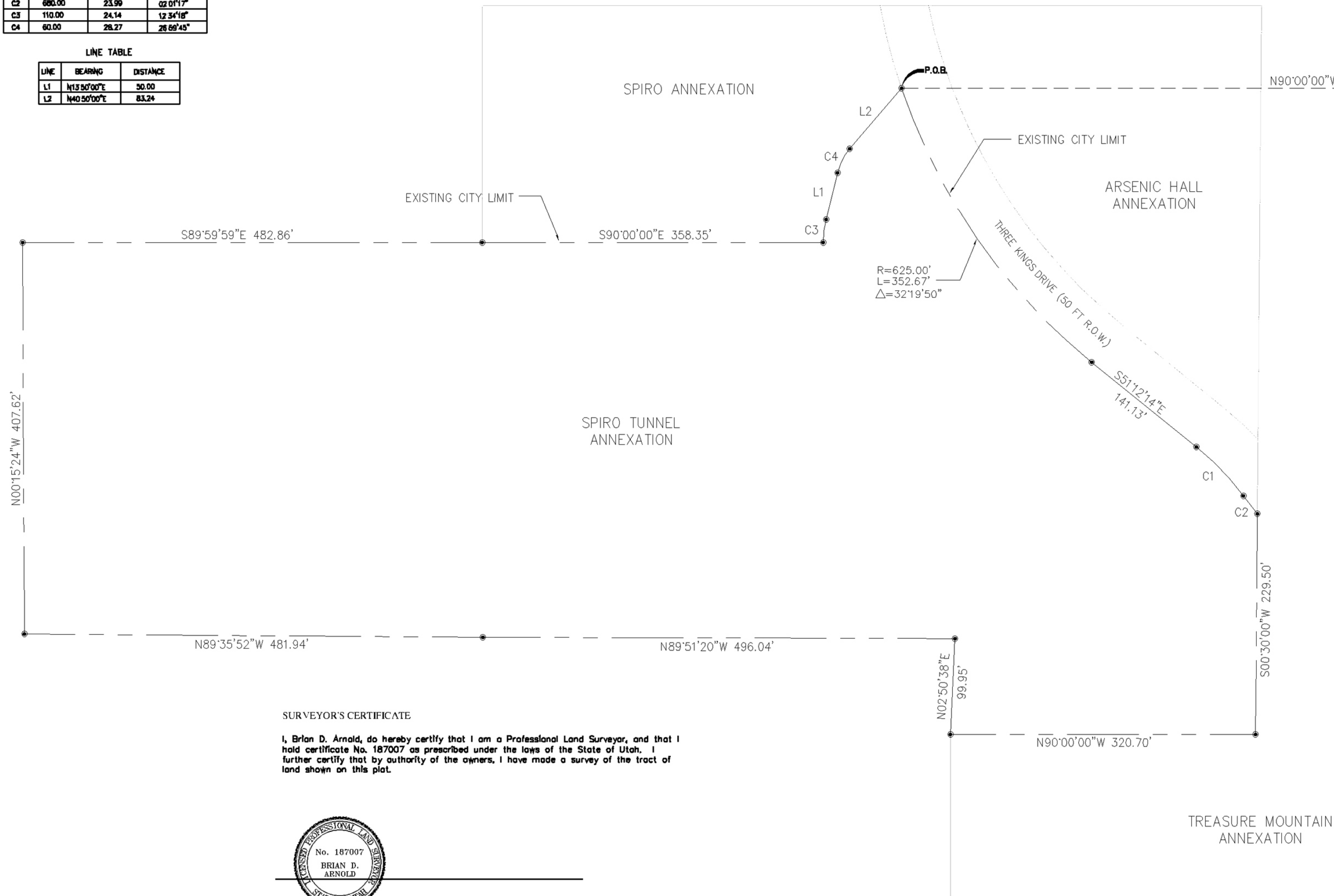
Exhibits: A) Annexation and Zoning Plat
 B) Legal Description

(Signatures, jurats, attestations, approved as to forms etc)



CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	290.00	70.86	14 00'00"
C2	680.00	23.99	02 01'17"
C3	110.00	24.14	12 34'18"
C4	60.00	28.27	26 59'45"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N13 50'00"E	50.00
L2	N40 50'00"E	83.24



East Quarter Corner
Section 8, Township 2
South, Range 4 East, Salt
Lake Base and Meridian.

NorthWest Corner
Section 8, Township 2
South, Range 4 East, Salt
Lake Base and Meridian.

BOUNDARY DESCRIPTION

Commencing at the East Quarter Corner of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian; Thence South 00°15'20" West 397.02 feet along the East line of said Section 8; Thence West 1703.28 feet to a point on the Westerly Right-of-Way of Three Kings Drive and the POINT OF BEGINNING; Thence along said Right-of-Way the following 4 (four) courses: (1) Southeasterly 332.67 feet along the arc of a 626.00 foot radius curve to the left (center bears North 71°07'36" East) through a central angle of 32°19'50" (2) South 51°12'14" East 141.13 feet (3) Southeasterly 70.86 feet along the arc of a 290.00 foot radius curve to the right (center bears South 38°47'40" East) through a central angle of 14°00'00" to a point of reverse curvature (4) Southeasterly 23.99 feet along the arc of a 680.00 foot radius curve to the left (center bears North 52°47'40" East) through a central angle of 02°01'17"; Thence South 30°00'00" West 229.50 feet; Thence West 320.70 feet; Thence North 02°50'38" East 99.95 feet; Thence North 89°51'20" West 496.04 feet; Thence North 89°36'52" West 481.94 feet; Thence North 0°15'24" East 407.62 feet; Thence South 89°59'59" East 482.86 feet; Thence East 358.35 feet to a point on a non-tangent curve; Thence Northeasterly 24.14 feet along the arc of a 110.00 foot radius curve to the right (center bears North 88°44'18" East) through a central angle of 12°34'18"; Thence North 13°50'00" East 50.00 feet; Thence Northeasterly 28.27 feet along the arc of a 60.00 foot radius curve to the right (center bears South 76°10'00" East) through a central angle of 27°00'00"; Thence North 40°50'00" East 83.24 feet to the POINT OF BEGINNING.

Contains 12.32 Acres

SURVEYOR'S CERTIFICATE

I, Brian D. Arnold, do hereby certify that I am a Professional Land Surveyor, and that I hold certificate No. 187007 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.



PSOMAS

2825 East Cottonwood Parkway, Suite 120
Salt Lake City, Utah 84121
(801) 270-5777 (801) 270-5782 (FAX)

DATE: 09/21/03	DESIGNED BDA	PLANNING COMMISSION	ENGINEERS CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED #
SCALE: 1" = 60'	DRAFTED JAJ	APPROVED THIS _____ DAY OF _____ A.D., 2003 BY THE PARK CITY PLANNING COMMISSION.	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE.	APPROVED AS TO FORM THIS _____ DAY OF _____ A.D., 2003.	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2003 A.D.	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____ A.D., 2003.	STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF _____
PROJECT No. 8UPM010100	CHECKED BDA	CHAIRMAN, PARK CITY PLANNING COMM.	DATE _____ PARK CITY ENGINEER _____	PARK CITY ATTORNEY _____	PARK CITY RECORDER _____	ATTEST CLERK _____ MAYOR _____	DATE _____ TIME _____ BOOK _____ PAGE _____ FEE \$ _____ SUMMIT COUNTY RECORDER _____



City Council Staff Report

Author: Gary Hill
Subject: MOSQUITO ABATEMENT
Date: July 22, 2004
Type of Item: Legislative



Budget, Debt, and Grants

Summary Recommendations: City Council should adopt a resolution of intent to be annexed into the Summit County Mosquito Abatement District.

Description:

Topic:

Mosquito Abatement

Background:

The North Summit Mosquito Abatement District was created in the 1980's to limit the mosquito population in parts of Summit County. In light of the recent spread of the West Nile Virus throughout the West, Summit County and the County Board of Health began a process to extend the District boundaries to cover a majority of the County.

On July 1, Staff presented City Council with a staff report outlining a proposed timeline for inclusion in the District as well as a draft resolution of intent to annex into the District. The staff report also included estimates as to the assessment to be levied on residents of Park City as well as a preliminary discussion of potential costs and benefits of inclusion in the District. For a full summary of the discussion, please refer to the July 1, 2004 staff report.

In preparation for the public open house held on July 13, Staff requested that Council provide direction regarding the public input process as well as any other direction regarding the potential annexation of the City into the Abatement District. Council directed Staff to assess the cost and pros/cons of providing mosquito abatement services as a new City function. It was also suggested that Staff work with Summit County to refine the County's budget and address other outstanding issues relating to the type of abatement agents/chemicals to be used in the City, representation on the District Board of Trustees, and future District budgets.

The balance of this staff report will discuss the City's cost/benefit study, public input, recent developments with the County, and present staff's analysis of the benefits and risks of an integrated abatement system vs. two separate programs.

Analysis:

Cost Analysis

In performing the cost analysis, Staff began with a revised estimate provided by Summit County of what it would cost the County to provide treatment services in the City. Staff then conducted research regarding unit costs, insurance, staffing needs, and additional equipment requirements for a City service. The level of service was based upon work being performed in Park City this season by the County Abatement District.

Attachment A is a breakdown of anticipated operating costs for providing a City mosquito abatement program. Staff estimates annual operating costs to be approximately \$121,936. With start-up expenditures estimated at \$25,950, the total first year cost would be \$147,886.

Staffing constitutes roughly half of the annual cost. The staff cost estimate of \$62,000 includes two employees working full time for 5 months, limited supervisory requirements, and funding for GIS analysis.

Other significant expenditures not contemplated in the County estimate for Park City include vehicle costs, equipment replacement, public outreach (flyers, notices, etc...), and nearly sole use of the bacterial larvicide BTI (BTI is more expensive than the organophosphate-based Abate larvicide and requires more frequent application).

Finally, the analysis includes costs that can be attributed to other departments for their internal support of a mosquito abatement program (i.e. indirect costs). This figure of \$7,274 is based on a Citywide indirect cost analysis completed this spring by consultant Bob Rosenthal.

Liability

Staff also researched liability costs associated with providing a mosquito abatement program. If the City were to provide abatement services through an existing department, the program could (at this time) be included as a part of the City's existing policy. Staff was cautioned by its insurance provider, however, that with the increasing threat of West Nile Virus, insurance providers would likely start to exempt mosquito abatement services from general liability. Based on this information, Staff has also included \$5,000 in liability insurance. This is the minimum amount a new policy for mosquito abatement would cost the City (estimates ranged from \$5,000 to \$10,000 annually).

Since the July 1 Council meeting, Summit County has revised its anticipated budget for the Abatement District (Attachment B). Based on new estimates, the County anticipates a 2005 Abatement District budget of \$300,000 (down from \$376,000). Because Park City constitutes approximately 51% of the District's total assessed property value, Park City's revenue contribution to have abatement services

Table 1 - Annual Cost to Park City Residents City vs. County	
Park City	\$121,936
<u>Abatement District</u>	<u>\$151,770</u>
Difference	\$29,834

provided by the County would be \$151,770. Excluding additional start-up costs for the City, there is a difference of roughly \$30,000 between a City program (\$121,936) and the County program (\$151,770) (see Table 1).

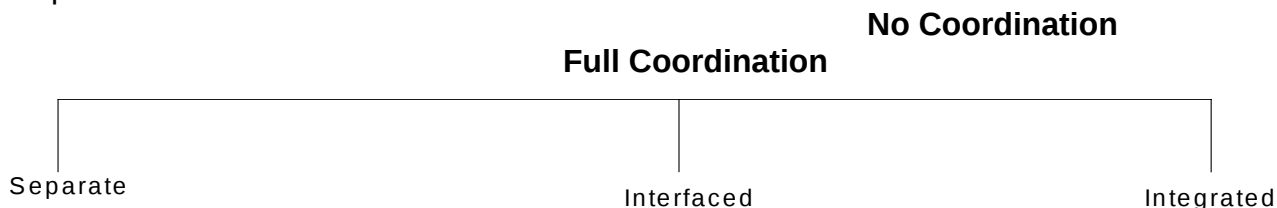
Public Input

On July 13, the City held a public open house to discuss issues surrounding possible annexation into the Abatement District and to solicit public input. The open house was noticed through flyers included with 5000 water bills as well as through public service announcements broadcast on KPCW. Three individuals from the community attended the open house. Two of the three individuals expressed that paying additional property taxes was not a concern, while the third expressed no opinion on the subject. The greater concern was with the chemicals that would be used to treat the mosquitoes. This concern seemed to be resolved when staff explained that BTI would be used within Park City limits.

In addition to the comments received at the Open House, Staff also received two phone calls from Park City residents. One individual was concerned that (based on the flyer) Park City was paying a disproportionate share of the District costs, while the other individual had questions pertaining to treatment methods. Staff has not been made aware of any other comments or concerns from Park City residents.

Integrated Service vs. Separate Programs

As the City considers whether to use the Abatement District services or to create its own program, it is helpful to visualize the strategies on a spectrum from separate (no coordination) to integrated (full coordination). The graphic below represents this spectrum.



Separate mosquito abatement programs.

This approach would involve the City developing, staffing and operating its own mosquito abatement program. Little or no coordination with the County program would be present.

Interfaced mosquito abatement programs.

This approach would involve the City developing, staffing and operating its own mosquito abatement program. Some level of coordination with Summit County's program would be present.

Integrated mosquito abatement programs.

This approach would involve the City annexing into the Summit County mosquito abatement district and receiving services from the district.

Each of the above options has inherent benefits and risks\costs associated with them. Table 2 below contains Staff's analysis of each of the alternatives.

Table 2 – Risk/Benefit Analysis of Integrated Services

Service Delivery Strategy	Benefits	Risks\Costs
Separate Programs (No Coordination)	• High degree of local control. • Some direct cost savings for residents (\$30,000)	• No current funding mechanism. • High citizen expectations for City supplied services. • Less efficient service delivery (duplication of operations). • Limited in-house expertise in mosquito abatement. • Competition for state & federal financial assistance. • Reduced accountability and confusion over responsibility. • No coordination of service delivery or educational message. • Localized approach to regional issue. • Health & environmental liability.
Interfaced Programs (Some Coordination)	• Local control. • Limited coordination of services and educational message. • Some possible direct cost savings for residents.	• No current funding mechanism. • High citizen expectations for City supplied services. • Less efficient service delivery (duplication of operations). • No current in-house expertise in mosquito abatement. • Competition for state or federal financial assistance. • Reduced accountability and confusion over responsibility.

Integrated Programs (Full Coordination)	• Regional approach to regional issue. • No duplication of services. • Consistent educational message. • Funding mechanism identified. • Improved accountability. • Access to expertise in mosquito abatement.	• Health & environmental liability. • Limited local control. • Will likely cost more than if the City provided the service alone (\$30,000)
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The matrix helps illustrate that, like most regional issues, mosquito abatement should be viewed from a broad, regional perspective rather than in isolation. Mosquitoes and West Nile Virus are neither exclusively “Park City problems” nor uniquely “County problems,” and controlling the mosquito population in the County will directly (and indirectly) benefit City residents. In addition, an integrated program would eliminate questions of accountability and responsibility and could help foster better interlocal cooperation. This approach is consistent with Council’s goal of Regional Collaboration.

Update on County Issues

Since the July 1st Council meeting, Staff has worked with County officials to address City concerns over the treatment agents to be used in Park City, representation of the Abatement District’s Board of Trustees, and future budgets. To resolve these issues, Summit County has agreed to the following: (1) the Resolution of Intent of Annexation will include language that the Abatement District will use BTI as the principal treatment agent in Park City; (2) Summit County has committed to providing Park City with additional representation on the Board of Trustees (likely through an at-large position) as permitted by State code. If allowed by State code, this language will be included in the Resolution of Intent of Annexation as well as in the Resolution that formally expands the Abatement District. (3) The resolution to expand the district will also include language to the effect that future property tax levies must decrease if the anticipated budget decreases.

Staff is working with the County to finalize the language in the Resolution of Intent. This Resolution will be provided to City Council prior to the meeting on July 22nd.

Department Review:

Budget, Debt, and Grants, Public Works, Building, City Manager, Legal (risk management)

Alternatives:**Approve the Request:**

Council should adopt a resolution to be annexed into the Summit County Mosquito Abatement District.

Deny the Request:

Council could deny the request and direct staff to develop a City mosquito abatement program.

Continue the Item:

Council could continue the item until the July 29th and direct Staff to return with additional information. In order to meet public noticing requirements for the County, however, the County would like all cities that are considering annexation to make a decision by July 26th.

Do Nothing:

Council could decide to take no action on the item. This would result in no further steps toward inclusion in the Abatement District or toward a City abatement program.

Significant Impacts:

As previously mentioned, the cost of inclusion in the Abatement District to Park City residents would be approximately \$151,770 per year. Based on the County's newest budget figures, a primary resident in Park City could expect to pay approximately \$2.37 per year per \$100,000 of home value in additional property taxes. A second home owner or commercial property in Park city can expect to pay roughly \$4.70 per year per \$100,000 of assessed value.

Consequences of not taking the recommended action:

A City mosquito abatement program that is operated independently of the County could face several disadvantages. First, the City would need to spend a considerable amount of resources to ensure quality training, education, and recruitment, all of which the County Abatement District has enjoyed for many years. Second, there is currently no identified funding source. Funding for the program would need to be realized through a property tax increase and/or a reprioritization of current City services. Third, as previously mentioned, City liability becomes a factor. Finally, controlling the mosquito population within the City limits will not guarantee the elimination of mosquitoes in Park City. The mosquito species that carries West Nile Virus has a range of 15 miles. By pooling resources with the District, the City

could improve treatment of the mosquito population to the benefit of both the City and the County.

Recommendation:

Staff recommends that City Council adopt the Resolution of Intent to be annexed into the Summit County Mosquito Abatement District (to be provided under a separate cover). This action would begin the County's public hearing process with the likely culmination of Park City's inclusion in the District early this winter.

Attachments

A – City Mosquito Program Cost/Benefit Analysis

B – Revised Mosquito Abatement District FY 2005 Budget

C – Map of likely City treatment locations

** The Resolution of Intent of Annexation will be provided to Council prior to the July 22nd Council Meeting

PRO FORMA MOSQUITO ABATEMENT BUDGET (2005)

Park City Treatment Expense	
Summit County Estimate	PCMC Estimate (Parks Dept)

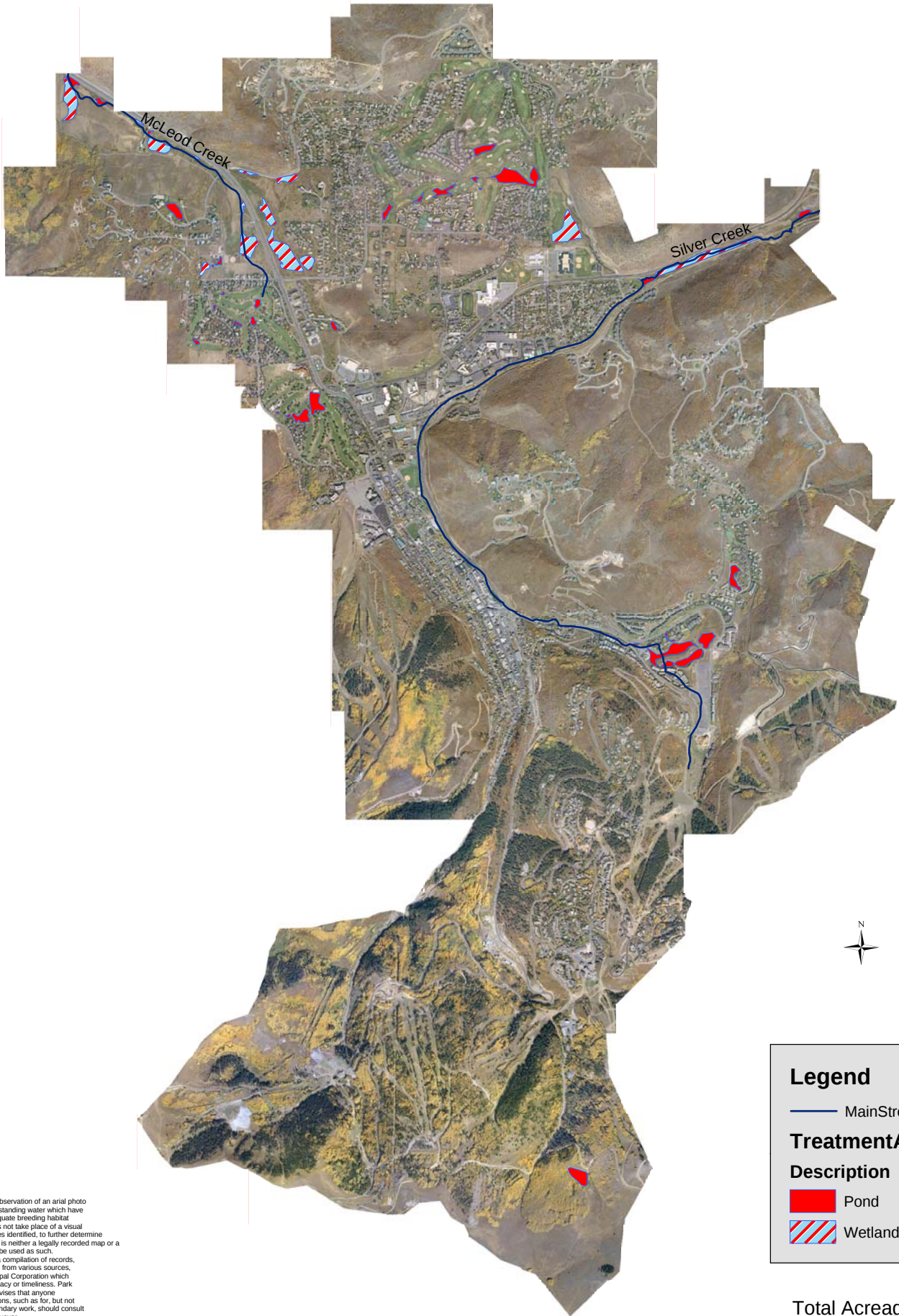
ANNUAL OPERATIONS EXPENSE

Personnel			
Supervisor	\$0	\$5,584	Parks Supv, (grade 8) - 150 hrs, overtime (1.5 pay rate) @ \$37.23/hr, plus benefits
Staff	\$36,000	\$46,828	Parks IV (grade 6) - 2,000 hrs - 2.0 FTE, 5 months (May-Sept) - @ \$23.41/hr plus benefits
Annual Assessment	\$0	\$10,000	GIS update & data analysis (data collection by staff)
Sub-Total	\$36,000	\$62,412	
Materials, Supplies & Equipment			
Personal Protective Equip. (2)	\$0	\$1,500	
Vehicles (2)	\$0	\$7,000	Lease - \$700 per month each - 5 months
Vehicle Gas & Maint. (2)	\$2,000	\$3,000	Estimate by Parks PCMC Parks Dept.
Vehicle Storage	\$0	\$0	In-season parking - 5 months
Clothing	\$1,000	\$500	Estimate by Parks PCMC Parks Dept.
Cell Phones (2)	\$0	\$600	\$60 per month each - 5 months
Propane	\$0	\$500	Fuel for traps
Consumables	\$0	\$2,000	For treatment & analysis
Equipment Replacement	\$0	\$3,000	Estimate by Parks PCMC Parks Dept.
Sub-Total	\$3,000	\$18,100	
Pesticides			
			(treatment for an estimated 78 acres)
Abate	\$5,000	\$0	Estimate
Altosid	\$500	\$0	Estimate
Malathion	\$1,000	\$0	Estimate
BTI	\$4,000	\$16,000	Estimate (assumes nearly exclusive use of BTI)
Larvicide Oil	\$400	\$400	Estimate
Pesticides Storage Space (rent - 12 months)	\$0	\$250	50 sq. ft. @ \$5.00 (existing PCMC Golf, chem storage bldg)
Sub-Total	\$10,900	\$16,650	
Training, Public Outreach, & Other			
Staff Training (2)	\$2,000	\$2,000	Certification
Dues & Subscriptions	\$500	\$500	Estimate by Parks PCMC Parks Dept.
Public Notices	\$0	\$10,000	Fliers & Notices - Pre & Post-treatment
Insurance	\$0	\$5,000	Liability Insurance (new policy)
Sub-Total	\$2,500	\$17,500	
Support Service Expense	\$0	\$7,274	PCMC internal support - 5.97% of ops expense (see attd)
TOTAL (per year)	\$52,400	\$121,936	
Start-up Cost	\$20,600	\$25,950	(see attached)
TOTAL (first year)	\$73,000	\$147,886	

MOSQUITO ABATEMENT BUDGET <i>Support Service Cost (Parks Maint. Multiplier (2005))</i>		
Support Provider	Support Srv % of Ops Expense	Cost of Support Service
Budget, Debt & Grants	0.7%	\$900
Building Inspection		
Building Maintenance	0.4%	\$478
Capital Projects & Econ. Devp.		
City Council		
City Manager	0.3%	\$424
City Recreation		
Engineering		
Finance & Acctg	1.1%	\$1,314
Human Resources	1.6%	\$1,996
Legal	0.6%	\$706
Library		
Parks Maintenance	0.1%	\$77
Planning		
Police		
Public Affairs & Comm.		
Public Works Admin		
Special Events & Facilities		
Street Maintenance		
Tech. & Customer Service	1.1%	\$1,379
Tennis		
Water Fund		
Golf Fund		
Transportation Fund		
Total (support % of service cost)	5.97%	\$7,274

MOSQUITO ABATEMENT BUDGET <i>Start-up Cost</i>		
Start-Cost	Summit County Estimate	PCMC Estimate (Parks Dept)
Trap (1)	\$500	\$500
CO2 Traps (1)	\$500	\$500
Sprayer (1)	\$7,000	\$3,000
Hand Sprayer (3)	\$300	\$150
Dippers (1 box)	\$500	\$500
Signs (2 sets)	\$400	\$400
Horn Seeders (2)	\$200	\$200
Microscope	\$1,200	\$1,200
Vehicles	\$10,000	Incl
GPS/GIS Equipment	\$0	\$15,000
Start-up Mapping	\$0	\$4,500
Total	\$20,600	\$25,950
Amortized Annual Expense		
Est Useful Life (years)		7
Interest Rate		5.0%
Amortized Ann. Cost		\$4,485

2005 Proposed Summit County Mosquito Abatement Budget (Revised 7/14/04)						
				Original	Change	Revised
Salary				125,000		125,000
Benefits				15,000		15,000
Workers Compensation				5,000		5,000
Equipment						
	5 Traps			2,500		2,500
	2 C02 traps			1,000		1,000
	2 Sprayer			20,000	(10,000)	10,000
	10 Hand sprayer			1,000		1,000
	2 Boxes Dippers			1,000		1,000
	Washer/Dryer			1,500		1,500
	10 Sets of Signs			2,000		2,000
	10 Horn Seeders			1,000		1,000
	Lockers			2,000		2,000
	Vehicles			30,000	(15,000)	15,000
	Cell Phones			2,000		2,000
	Office			8,000	(4,000)	4,000
	Fogger			8,000	(8,000)	-
Supplies						
	Office			5,000	(2,000)	3,000
	Gas and Maintenance			7,000		7,000
	Clothing			7,000	(3,000)	4,000
Pesticides						
	Abate			50,000		50,000
	Altosid			2,000		2,000
	Malathion			6,000		6,000
	BTI			6,000		6,000
	3 Barrels Larvicide Oil			2,000		2,000
Building						
	Electrircity			2,000		2,000
	Phone			2,000		2,000
	Gas			2,000		2,000
	Maintenance			10,000	(5,000)	5,000
	Building Fund			15,000	(10,000)	5,000
Misc/Repayment Health				25,000	(15,000)	10,000
Education & Training				8,000	(4,000)	4,000
Dues & Subscriptions				2,000		2,000
Total				376,000		300,000



Map was made using visual observation of an aerial photo to determine areas that have standing water which have the potential of providing adequate breeding habitat for mosquitos. This map does not take place of a visual observation of the water bodies identified, to further determine potential. Lastly, this drawing is neither a legally recorded map or a survey and is not intended to be used as such. The information displayed is a compilation of records, information and data obtained from various sources, including the Park City Municipal Corporation which is not responsible for its accuracy or timeliness. Park City Municipal Corporation advises that anyone requiring survey quality positions, such as for, but not limited to, construction or boundary work, should consult with a competent licensed surveyor.

Legend

— MainStreams

TreatmentAreas

Description

Pond

Wetland

Total Acreage: 78