

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JULY 19, 2007**

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 approximate times as described below on Thursday, July 19, 2007.

Closed Session – City Council Chambers

4:30 p.m. Personnel

Work Session – City Council Chambers

4:45 p.m. Council questions/comments

5:00 p.m. Review of regular meeting:

- Bonanza Drive consulting contract
- Naming rights contract for Ice Arena
- Park Silly Sunday Market event update and amendment to MFL

5:50 p.m. Break

Regular Meeting – City Council Chambers

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Resolution proclaiming the Mayor's and City Council's appreciation of Spc. Robert Adam Kelley's patriotic commitment to serve our country

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

IV CONSENT AGENDA PUBLIC HEARINGS *(items listed will be open for public hearing prior to consideration for adoption or rejection; hearings may also be continued by vote of the Council)*

1. Consideration of an Ordinance approving the 337 Daly Avenue Subdivision **(motion to continue to August 2, 2007)**

2. Consideration of an Ordinance approving a plat amendment to the King Ridge Estates, located at 255 Ridge Avenue, Park City, Utah **(motion to continue to August 2, 2007)**

3. Consideration of an Ordinance approving a condominium conversion for the Caribou Lodge located at 522 Deer Valley Drive, Park City, Utah

4. Consideration of an amendment to the Master Festival License for the Park Silly Sunday Market to allow amplified music

5. Consideration of an Ordinance approving a plat amendment to remove a plat note from the Parcel 2- Amended Walter Daniels Subdivision Plat, located at 615 and 621 Woodside Avenue, Park City, Utah

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

1. Resolution proclaiming the Mayor’s and City Council’s appreciation of Spc. Robert Adam Kelley’s patriotic commitment to serve our country

2. Amendment to the Master Festival License for the Park Silly Sunday Market to allow amplified music

3. Ordinance approving a condominium conversion for the Caribou Lodge located at 522 Deer Valley Drive, Park City, Utah

4. Ordinance approving a plat amendment to remove a plat note from the Parcel 2- Amended Walter Daniels Subdivision Plat, located at 615 and 621 Woodside Avenue, Park City, Utah

5. Authorize the City Manager to enter into a one-year contract, in a form approved by the City Attorney, with Koda, Inc. dba Shindig Marketing & Events, in the amount of \$52,750 to pursue the sale of naming rights for the Park City Ice Arena and Sports Complex

6. Authorize the City Manager to enter into a three-year contract renewable annually, in a form approved by the City Attorney, with Resort Commercial Property Management for janitorial services in the amount not to exceed \$119,775 per year

7. Authorize the City Manager to enter into a professional engineering services agreement with H W Lochner Inc., in a form approved by the City Attorney, to provide a concept design and a 20 year corridor plan for Bonanza Drive in the amount of \$73,000

VI ADDITIONAL DISCUSSION – AGENDA ITEMS

VII ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JULY 26, 2006**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not** hold its regularly scheduled meeting on Thursday, July 26, 2007.

Posted: 07/16/07

See: www.parkcity.org

TENTATIVE AGENDA – Subject to change.

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
AUGUST 2, 2007**

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 approximate times as described below on Thursday, August 2, 2007.

Closed Session – City Council Chambers

Work Session – City Council Chambers

- 2:45 p.m. Council questions/comments
- 3:00 p.m. Walkability projects – bond issuance
- 4:00 p.m. Review of regular meeting:
 - Main Street BID
 - McPolin Farm conservation easement
 - Animal control MOU
- 5:00 p.m. Joint Planning Commission session – Park City Heights
- 5:50 p.m. Break

Regular Meeting – City Council Chambers

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETING OF JULY 19, 2007

V CONSENT AGENDA PUBLIC HEARINGS *(items listed will be open for public hearing prior to consideration for adoption or rejection; hearings may also be continued by vote of the Council)*

1. Ordinance – 337 Daly Avenue Subdivision – KC
2. Ordinance – 1375 Park Avenue Subdivision – RM
3. Ordinance – 147 Ridge Avenue Subdivision – RM
4. MFL – The Shop 10th Anniversary – amplified music

5. Ordinance – vertical zoning

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

1. Ordinance – 337 Daly Avenue Subdivision – KC
2. Ordinance – 522 Deer Valley Drive Caribou Lodge condo conversions – KC
3. Ordinance – 1375 Park Avenue Subdivision – RM
4. Ordinance – 147 Ridge Avenue Subdivision – RM
5. MFL – The Shop 10th Anniversary – amplified music
6. Ordinance – vertical zoning

VII RESIGNATIONS AND APPOINTMENTS

Appointments of two members to the Recreation Advisory Board for terms expiring ____

VIII NEW BUSINESS *(new items with presentations and/or anticipated detailed discussions)*

1. Resolution of intent – Main Street BID
 - (a) Public hearing
 - (b) Action
2. Award of contract – Main Street trash hauling
3. MOU with Summit County – Animal Control
4. Conservation easement McPolin Farm
5. Park Bonanza District General Plan Amendments

IX OLD BUSINESS *(continued items)*

Consideration of an Ordinance approving the amended record of survey map for the Stag Lodge common area record of survey plat located at 8200 Royal Street East, Park City, Utah

- (a) Public hearing
- (b) Action

X ADDITIONAL DISCUSSION – AGENDA ITEMS

XI ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

Posted:

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

July 2007 – Candidate filing window July 2 - 16

19 **Jim gone**
26 **No meeting**
 Jim gone

August 2007

Tom gone – 7/20 – 8/6

2 See agenda
9 Quarterly goal update
 Museum lease – MBA conveyance
 Comprehensive Emergency Management Plan – GH
 LMC amendments accessory apartments – SMA
 Ordinance – 1617/1621 Lakeside Circle plat amendment – KC
 Ordinance – Iron Canyon Subdivision zone change - KC
16 Marsac Building seismic upgrade update
 Ordinance – 175 Snows Lane Subdivision - KW
 Resolution of intent – bond issue
 Ordinance – 1027 Woodside plat amendment - SMA
23 **No meeting**
 Candy gone
30 Closed session

September 2007

6 **Dana gone 9/5 – 9/12**
11 *Primary election*
13
20
27 Closed session

Dana gone 10/04 – 10/21

October 2007

4
11
18 **No meeting**
25

Pending Items:

Solid waste
Resolution - Trails Master Plan
Solid waste strategic plan
Market analysis – Phases 1 and 2
General Plan - Park/Bonanza



City Council Staff Report

Subject: Proclamation for Spc. Robert Adam Kelley
Author: Jan Scott
Department: Executive
Date: July 19, 2007
Type of Item: Legislative

Summary Recommendations:

Adopt a Proclamation recognizing Spc. Kelley's service to our country.

Background:

The Mayor's Office has recognized a number of local servicemen, servicewomen and their families since 2003 and continues to look for opportunities to do so.

Spc. Robert Adam Kelley, 116th Security Force, United States Army was deployed on May 18, 2007. He was born in Park City in 1985 and raised by his grandparents, Carol and Jim Santy.

Carol worked as a nurse at the Family Health Center for many years and took care of most of us at one time or another. Jim was a member of the City Council from January 1988 to August 1992. He taught music in the community for decades and also served on the School Board. And of course, the City named the refurbished Library and Education Center Auditorium after him. It is an honor to acknowledge Robert and his grandparents by way of adoption of the Proclamation.

**RESOLUTION PROCLAIMING THE MAYOR'S AND CITY COUNCIL'S
APPRECIATION OF SPC. ROBERT ADAM KELLEY'S
PATRIOTIC COMMITMENT TO SERVE TO OUR COUNTRY**

WHEREAS, it is appropriate to acknowledge residents of the past and present who proudly and willingly volunteer for military reserve service to ensure a sound national defense, to provide a strong deterrent to attacks from hostile sources, and to maintain the security of our country and free people everywhere; and

WHEREAS, we gratefully acknowledge that we live in freedom today because of the many sacrifices that have been made and are being made today, by the valiant servicemen and women in the Armed Forces and their families; and

WHEREAS, we extend continuing support of these men and women and their families in this time of uncertainty and devote our thoughts and best wishes to all military service members and their families; and

WHEREAS, the Park City community extends its hope for a prompt end to the conflicts facing our nation, and a safe and speedy return of our citizens serving in the military and all United States Armed Forces members.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council urge citizens to also pay tribute to our military reservists and families, and to extend our heartfelt appreciation for their courageous service in the preservation of the heritage of freedom of our great nation.

PASSED AND ADOPTED this 19th day of July, 2007.

PRESENTED to Grandparents Jim and Carol Santy on behalf of Spc. Robert Adam Kelley, 116th Security Force, United States Army, this 19th day of July, 2007.

PARK CITY MUNICIPAL CORPORATION

Mayor Dana Williams

Attest:

Janet M. Scott, City Recorder

City Council Staff Report



Author: Katie Cattan
Subject: Record of Survey Plat
Caribou Lodge on Deer Valley
Drive
Date: July 19, 2007
Type of Item: Administrative – Condominium Conversion

Summary Recommendations

Staff recommends the City Council hold a public hearing for the Record of Survey Plat Caribou Lodge on Deer Valley Drive and consider approving the application based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Topic

Applicant	Audie Leventhal
Location	522 Deer Valley Drive
Zoning	Residential Medium Density (RM)
Adjacent Land Uses	Single and Multi-family Housing

Background

On January 19, 1999, the Planning Department approved a building permit for the construction of the triplex at 522 Deer Valley Drive. A triplex is an allowed use in the Residential Medium Density (RM) Zone. The triplex at 522 Deer Valley Drive is known as the Caribou Lodge.

On April 19, 2007, the City received a completed application for a condominium conversion for the triplex. Approval of the condominium conversion would allow for each of the units to be sold separately.

The Planning Commission heard this application at its regular meeting on July 11, 2007, and forwarded a positive recommendation. There was public input. One neighbor addressed the Planning Commission during the public hearing concerned with the lack of upkeep for the property.

Analysis

The triplex is located at 522 Deer Valley Drive. A triplex dwelling is an allowed use in the RM zone. The minimum lot size for a triplex is 4,687 square feet. The area of the lot is 8114.3 square feet. The LMC special requirements for multi-unit dwellings (Section 15-2.15-4) regarding setbacks and open space have been met within the existing conditions. The front and rear setbacks are 20' and the side yards are 10' as required. The existing conditions comply with the 60 percent open space requirement

of the zone. The building footprint and driveway do not exceed 3245 square feet of the total square footage of the land area, as documented within the planning files.

Parking requirements for the triplex have been met within the parking garage. The parking ratio requirement for a triplex (Section 15-3-6) is two parking spaces per dwelling unit. The parking garage contains six spaces, two for each unit.

The 3 condominium units vary in floor area. Unit 1 has 1591 square feet of private ownership, unit 2 has 1571 square feet of private ownership, and unit three has 1717 square feet of private ownership. Shared staircases, hallways, and open space are identified as common ownership. The decks are identified as limited common ownership.

Staff finds good cause for this condominium conversion as the units can be sold separately.

Department Review

This project was introduced at an interdepartmental review on May 8, 2007. Representatives from the City's Building, Engineering and Planning Departments, and the City's Attorney Office were in attendance. The minor issues brought up during this meeting were resolved with the applicant.

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record.

Public Input

One neighbor addressed the Planning Commission during the public hearing concerned with the lack of upkeep for the property.

Alternatives

1. The City Council may approve the Caribou Lodge on Deer Valley Drive record of survey plat as conditioned or amended; or
2. The City Council may deny the Caribou Lodge on Deer Valley Drive record of survey plat and direct staff to make Findings for this decision; or
3. The City Council may continue the discussion of the Caribou Lodge on Deer Valley Drive record of survey plat.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation

The three units could not be separately sold.

Recommendation

Staff recommends the City Council hold a public hearing for the Caribou Lodge on Deer Valley Drive record of survey plat and approve the record of survey plat based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits

Exhibit A – Proposed Ordinance

Exhibit B - Record of Survey plat

Ordinance No. 07-

**AN ORDINANCE APPROVING THE RECORD OF SURVEY PLAT FOR THE
CARIBOU LODGE ON DEER VALLY DRIVE LOCATED AT 522 DEER VALLEY
DRIVE, PARK CITY, UTAH.**

WHEREAS, the owners of the property located at 522 Deer Valley Drive have petitioned the City Council for approval of the Caribou Lodge on Deer Valley Drive record of survey plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on July 11, 2007, to receive input on the Caribou Lodge on Deer Valley Drive record of survey plat;

WHEREAS, the Planning Commission, on July 11, 2007, forwarded a positive recommendation to the City Council; and,

WHEREAS, on July 19, 2007, the City Council approved the Caribou Lodge on Deer Valley Drive record of survey plat and

WHEREAS, it is in the best interest of Park City, Utah to approve the Caribou Lodge on Deer Valley Drive record of survey plat.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Caribou Lodge on Deer Valley Drive record of survey plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 522 Deer Valley Drive.
2. The property at 522 Deer Valley Drive is referred to as the Caribou Lodge.
3. The zoning is Residential Medium Density (RM).
4. The area of the lot is 8114.3 square feet.
5. The existing conditions comply with the 60 percent open space requirement of the zone.
6. A triplex is an allowed use within the RM zoning district.
7. The triplex at 522 Deer Valley Drive complies with the setback requirements and the open space requirements for multifamily dwellings in the RM district.
8. The LMC requires two parking spaces per unit for a triplex.

9. Each unit within the Caribou Lodge has two dedicated parking spaces within the garage.
10. The findings within the Analysis section are incorporated within.

Conclusions of Law:

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

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the record of survey for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the record of survey at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void.

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

PASSED AND ADOPTED this 19th day of July, 2007.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, MAYOR

ATTEST:

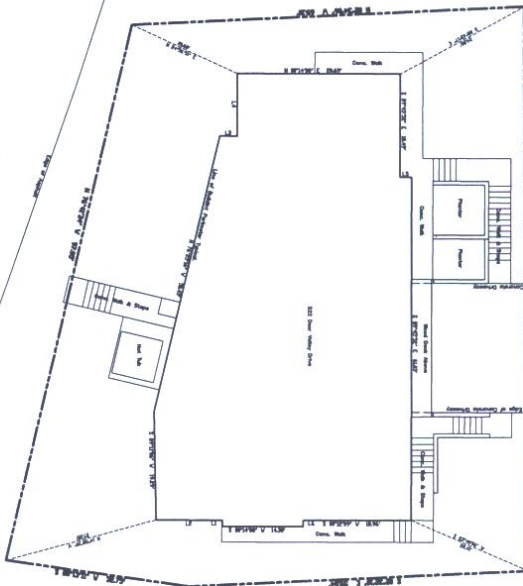
Jan Scott, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

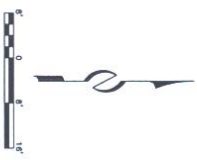
DEER VALLEY DRIVE

DEER VALLEY LOOP ROAD



LEGEND

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NOTE: Survey was performed by D. Smith and Associates. Please to recorded survey plat for particulars.

RECORD OF SURVEY PLAT **CARIBOU LODGE ON DEER VALLEY DRIVE** A COMMERCIAL PROJECT LOCATED IN SECTION 15 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASIN AND MERIDIAN PARK CITY, SALT LAKE COUNTY, UTAH



STATEMENT OF WORK
 I, David S. Smith, a duly Licensed Professional Engineer in the State of Utah, have prepared this Survey Plat for the purpose of recording the same in the public records of Salt Lake County, Utah. The Survey Plat was prepared in accordance with the Utah Code, Title 13, Chapter 1, and the Utah Rules of Professional Conduct. The Survey Plat was prepared on the basis of the information provided to me by the client, and I have no knowledge of any fraud or misrepresentation in the same. The Survey Plat was prepared on the basis of the information provided to me by the client, and I have no knowledge of any fraud or misrepresentation in the same. The Survey Plat was prepared on the basis of the information provided to me by the client, and I have no knowledge of any fraud or misrepresentation in the same.

COMMENTS, DESCRIPTION AND CONSENT TO RECORD
 The Survey Plat was prepared for the purpose of recording the same in the public records of Salt Lake County, Utah. The Survey Plat was prepared in accordance with the Utah Code, Title 13, Chapter 1, and the Utah Rules of Professional Conduct. The Survey Plat was prepared on the basis of the information provided to me by the client, and I have no knowledge of any fraud or misrepresentation in the same. The Survey Plat was prepared on the basis of the information provided to me by the client, and I have no knowledge of any fraud or misrepresentation in the same. The Survey Plat was prepared on the basis of the information provided to me by the client, and I have no knowledge of any fraud or misrepresentation in the same.

ACKNOWLEDGMENT
 I, David S. Smith, a duly Licensed Professional Engineer in the State of Utah, have prepared this Survey Plat for the purpose of recording the same in the public records of Salt Lake County, Utah. The Survey Plat was prepared in accordance with the Utah Code, Title 13, Chapter 1, and the Utah Rules of Professional Conduct. The Survey Plat was prepared on the basis of the information provided to me by the client, and I have no knowledge of any fraud or misrepresentation in the same. The Survey Plat was prepared on the basis of the information provided to me by the client, and I have no knowledge of any fraud or misrepresentation in the same. The Survey Plat was prepared on the basis of the information provided to me by the client, and I have no knowledge of any fraud or misrepresentation in the same.

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL
 APPROVED BY THE PARK CITY COUNCIL ON _____ DAY OF _____, 2007 A.D.
 BY _____ MAYOR
 BY _____ CLERK

INTERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SPOONFUL BASIN WATER RECLAMATION DISTRICT STANDARDS DATE OF _____ 2007 A.D. BY _____ S.E.W.R.D.	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION ON _____ DAY OF _____, 2007 A.D. BY _____ CHAIRMAN	ENGINEER'S CERTIFICATE ACCORDING TO THE INFORMATION ON FILED BY THE ENGINEER ON _____ DAY OF _____, 2007 A.D. BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM BY THE PARK CITY ATTORNEY ON _____ DAY OF _____, 2007 A.D. BY _____ PARK CITY ATTORNEY	CERTIFICATE OF ATTEST I, David S. Smith, a duly Licensed Professional Engineer in the State of Utah, have prepared this Survey Plat for the purpose of recording the same in the public records of Salt Lake County, Utah. The Survey Plat was prepared in accordance with the Utah Code, Title 13, Chapter 1, and the Utah Rules of Professional Conduct. The Survey Plat was prepared on the basis of the information provided to me by the client, and I have no knowledge of any fraud or misrepresentation in the same. The Survey Plat was prepared on the basis of the information provided to me by the client, and I have no knowledge of any fraud or misrepresentation in the same. The Survey Plat was prepared on the basis of the information provided to me by the client, and I have no knowledge of any fraud or misrepresentation in the same.	COUNCIL APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL APPROVED BY THE PARK CITY COUNCIL ON _____ DAY OF _____, 2007 A.D. BY _____ MAYOR BY _____ CLERK
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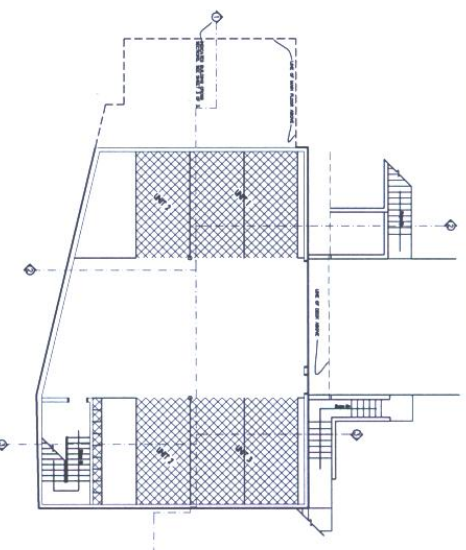
PARK CITY PLANNING DEPT.
 RECEIVED
 APR 11 2007



LEGEND

	PRIVATE GARAGE
	COMMON GARAGE
	UNITED COMMON GARAGE

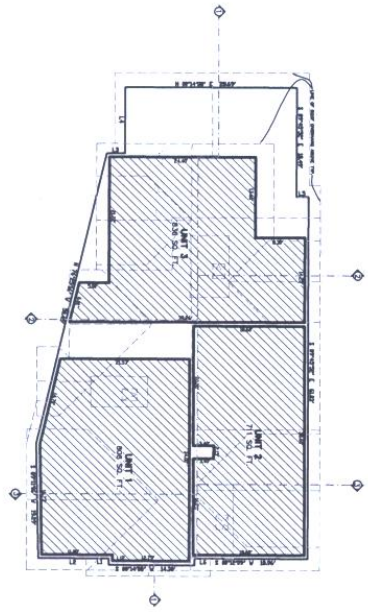
PARKING / GROUND FLOOR / FIRST FLOOR



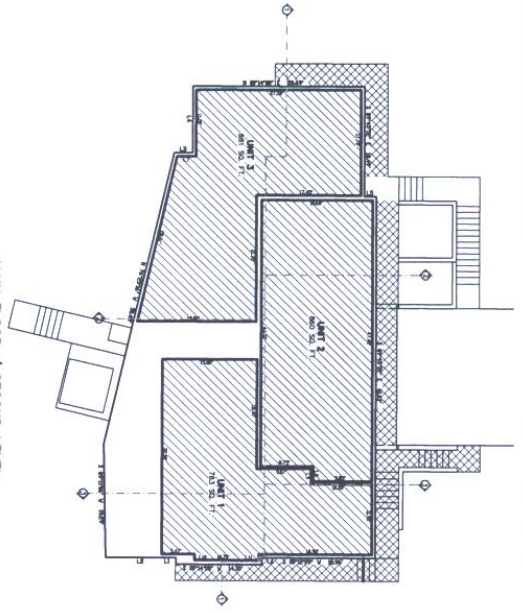
UNIT TABLE

UNIT	TYPE	AREA (SQ. FT.)	AREA (SQ. M.)	PERCENT OF TOTAL AREA
1	Garage	1,200	111.48	1.20
2	Garage	1,200	111.48	1.20
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UPPER FLOOR / THIRD LEVEL



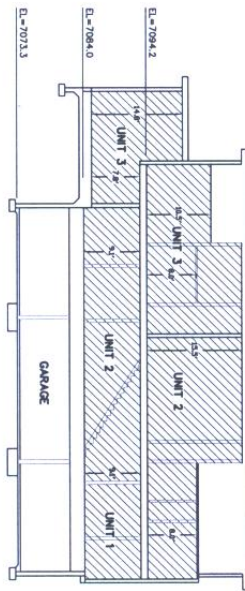
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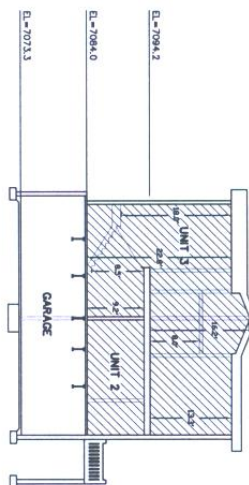
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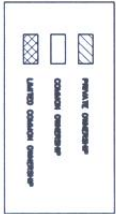
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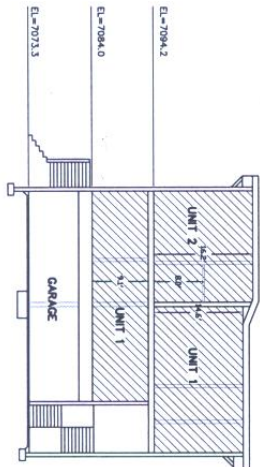
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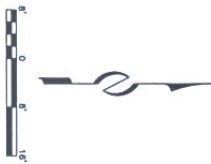
BUILDING CROSS SECTION 2



LEGEND



BUILDING CROSS SECTION 3



CARIBOU LODGE ON DEER VALLEY DRIVE



2008 REC. 4-13-08 FILE 33 (caribou lodge) (pdf) - 0002.dwg
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 STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
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City Council Staff Report

Author: Max Paap
Subject: Park "Silly" Sunday Market
Date: July 19, 2007
Type of Item: Administrative –Second Amended Master Festival License

Special Events and
Facilities Department

Summary Recommendations:

Review the second amended Master Festival License application, conduct a public hearing, and consider approving the second amended Master Festival License for the Park City Silly Sunday Market, as conditioned, to be held on Main Street, between Heber Avenue and 9th Street on successive Sundays during June, July, August, September, and October of 2007, with the exception of August 5th for the Park City Kimball Arts Festival.

Description:

A. Topic:

Review the second amended Master Festival License Application, submitted by Park "Silly" Sunday Market, L.L.C., for the Park "Silly" Sunday Market on successive Sundays during June, July, August, September, and October of 2007, with the exception of August 5, 2007 on Lower Main Street.

B. Background:

The Park "Silly" Sunday Market, produced by Park "Silly" Sunday Market, L.L.C. submitted an application in August of 2006 to hold an eco-friendly, open air market that would feature local and regional arts and crafts, music and performance art, antiques, imports, and one-of-a-kind finds, gourmet foods and a farmers market with fruits and vegetables. The template for this event is similar to that of other such markets in western mountain ski towns. Park Silly Sunday Market was approved for a Master Festival License on November 30, 2006 and is taking place on successive Sundays during June, July, August, September, and October of 2007, with the exception of August 5th for the Park City Kimball Arts Festival.

The organizers submitted an amended Master Festival License application on March 29, 2007 that included:

- 1) A request for Local Consent for a beer garden.
- 2) Extend by two hours the closure of the MFL venue from 4:00 pm until 6:00 pm.
- 3) Change the ability of City Council to approve a different MFL at the same location from 30 days written notice to 90 days written notice
- 4) And the addition of a one time request for amplified music to hold an Oktoberfest Celebration with a street closure from 6:00 am until 10:00 pm to accommodate set-up and take-down issues.

On April 19, 2007 Council approved the first amendment to the original MFL approval that was submitted on March 29, 2007.

The Park Silly Sunday Market has operated for the past four Sundays with the original MFL Conditions of Approval and the first amendment in place. The market opened on June 17, 2007 to a much larger crowd than was originally expected, estimated at over 1000 attendees. The organizers had been meeting with City staff on a weekly basis for five months before the June 17, 2007 debut and continues to meet with City staff on a weekly basis as the market changes and grows. Feedback from the merchants, market-goers, and the community in general, has been favorable for these first four (4) Sundays. There has been a wide variety of vendors including food, art, and fresh produce; they number between 75-90 per week. Vendor participation has been consistent throughout the first four (4) weeks of operation. HMBA has indicated that market-goers are staying on Main Street after the hours of the Silly Market operation. There have been a few logistical challenges as the organizers set-up and take-down the programmed portion of Main Street, but through good lines of communication have been adequately mitigated. The organizers have been in compliance with all previous Conditions of Approval to their Master Festival License.

On July 5, 2007 the organizers submitted a second amended Master Festival License application that included a request for amplified music and/or artistic demonstrations on certain stages throughout the venue. This application included possible times for amplification between 9:00 am and 3:00 pm. No amplified music would be programmed before 10:00 am.

The Park "Silly" Sunday Market is consistent with the City Council's Goal #4 which is to promote Park City as a 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.

C. Analysis:

Amplified Music and Artistic Demonstrations

The applicant is planning to program certain areas for either amplified music and/or artistic demonstrations. The artistic demonstrations could include interactive art, art demonstrations, and culinary demonstrations. The places where amplification would occur would be on six (6) temporary stages throughout the venue. There will be one (1) centralized music stage which will program music after 10:00 am until 3:00 pm. The other five (5) stages will be situated on the periphery of the market and will use amplified talking to enhance the demonstrations. The applicant will work with City Staff to orient the temporary stages to minimize sound impacts to the neighborhood. Monitoring of the amplified music shall be consistent with 4-8A-7; regulations for Public Outdoor Music Plazas.

D. Department Review:

All applicable departments have reviewed the Park "Silly" Sunday Market. Comments from PCMC staff include both Parks and Streets Departments having adequate access to perform routine watering and street cleaning activities on those

proposed days. The Parking Department has indicated that there is a cost to purchase the pay-and-display spaces for the duration of the market. HMBA has been presented with this new request and had no dissenting comments at their recent board meeting. Through the first four weeks of the Park Silly Sunday Market there have been very few negative comments from City Staff and the community and through good lines of communication any problems have been quickly mitigated.

Alternatives:

Approve the Request:

Approve the second amendment to the Master Festival License allowing the Park “Silly” Sunday Market as described or as amended. This is staff’s recommendation.

Deny the Request:

Deny the second amendment to the Master Festival License, allowing the Park “Silly” Sunday Market to operate in the form approved by Council on April 19, 2007.

Continue the Item:

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

Significant Impacts:

Park City has held many similar events as the Park “Silly” Sunday Market. Impacts include closure of Lower Main Street for 17 Sundays throughout the summer. At this time, City staff does not see any additional staffing other than the Special Events staff time for logistical coordination on event days. The applicant is aware that should any additional City staff time be necessary, it would be at a cost to the applicant. The activities will be contained within described venues and will conclude by 6:00pm. All amplified activities shall cease after 3:00 pm.

Consequences of not taking the recommended action:

The Park “Silly” Sunday Market would continue to operate in a form approved by Council on April 19, 2007, First amended MFL.

RECOMMENDATION:

Staff recommends the City Council conduct a public hearing and approve the second amendment to the Master Festival License for the Park “Silly” Sunday Market for successive Sundays during June, July, August, September, and October of 2007, with the exception of August 5th for the Park City Kimball Arts Festival based on the following Findings of Fact, Conclusions of Law and Conditions of Approval.

Findings of Fact:

1. The Park “Silly” Sunday Market be held on successive Sundays during June, July, August, September, and October of 2007, with the exception of August 5th for the Park City Kimball Arts Festival. The event will last from 9:00 am to 3:00 pm and will occur at described locations. Street closures would be from 6:00 am to 6:00 pm.
2. Parking for the anticipated crowd of 800 people can be accommodated with the existing parking in and around the venue. The conduct of the Park “Silly” Sunday Market 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 Park "Silly" Sunday Market 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 lower Main Street between Heber Avenue and 9th Street. 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 and Special Event License has been issued for any Sunday during June, July, August, September, and October of 2007, with the exception of August 5th for the Park City Kimball Arts Festival.
6. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
7. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

Conclusions of Law:

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

Conditions of Approval:

1. The applicant, at its' cost, shall incorporate such measures as directed by Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided.
2. Applicants shall provide proof of liability insurance in the amount of two million dollars (\$2,000,000) or more as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as additional insured. All Applicants shall further indemnify the City from liability occurring at the event except for any claim arising out of the sole negligence or intentional torts of the City or its employees.
3. Applicant shall notify all adjacent neighbors 48 hours prior to the event in June of the dates and a description of the event. The applicant shall provide to the City a list of all vendors that participated in the event for each Sunday during the license period on the Monday following the event.
4. Applicant shall obtain Relief from Noise Restrictions (6-3-11) for any set-up activity occurring before 9:00 am on any given Sunday.
5. Applicant has met with Park City Police and is aware that should the event grow to a level where it warrants more than routine patrol the cost of additional Police would be the responsibility of the applicant.
6. Applicant shall work with the UDABC to comply with all regulations for the beer

garden area and all other areas of compliance.

7. A sound technician shall provide on-site monitoring for each site. Sound regulations shall be an A-weighted sound level adjustment and maximum decibel level of 90, as measured twenty-five feet (25') in front of the stage.
8. All plans for tents, stages and other temporary structures shall be submitted to the Building Department for review and permitting by May 15, 2007.
9. The applicant will work with City Staff to orient the six (6) temporary stages so as to minimize sound impacts to the neighborhood. Monitoring of the amplified shall be consistent with 4-8A-7; regulations for Public Outdoor Music Plazas.
10. If at any time, the vendor participation drops to below 75% of its highest point, the City Council shall conduct a review of the MFL at the first available Council meeting. Event staff and public safety shall provide an assessment of success of the event pursuant to the criteria listed in the Master Festival License, PCMC Title 4, Chapter 8 and whether the findings, conclusions and conditions are still correct and/or being implemented. Upon one or more findings that the MFL is no longer meeting the anticipated vendor/public participation levels justifying the street closure, the above MFL criteria, or conditions approval, the City Council may amend or revoke this approval accordingly.
11. As part of the Master Festival License, the applicant shall provide PCMC a list of participating vendors before the event begins. Consistent with section 4-8-7 of the Municipal Code, concessions directly related to the event do not require a regular business license. The Utah State Tax Commission does require a Temporary Sales Tax License. Included in that list, each vendor shall provide a Utah State Tax ID Number.
12. The City Council retains the ability to approve a different MFL at the location of lower Main used herein on one Sunday during the approval period, provided that the City gives the Applicant 90 days written notice, and the City provides an alternative location for the Sunday Silly Market, such as next to the Library or City Park.

Attachments

A- Applicants Summary of Activities

Attachment A-

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

A completed electronic copy submitted to the Special Events Department



**Special Events and Facilities
Department**
435.615.5150

specialevents@parkcity.org

APPLICATION FORM

Part I of the application form (pages 1 and 2) must be completed and submitted to the Special Events Department no less than 90 days prior to a Master Festival or no less than 60 days prior to a Special Event. Part II of the application form (pages 3-6) which are more comprehensive, must be submitted 45 days before all events. Parts I and II of the application must be sent electronically to the Special Events Department at specialevents@parkcity.org. The application will be reviewed by the Special Events Department and compared to master calendar for date availability. Applicant must schedule a meeting with City Staff 30 days prior to the event to review logistics. Granting of the permit is not guaranteed.

EVENT NAME: Park Silly Sunday Market

EVENT DATE(S): June 17 thru October 14th

EVENT TIME(S): 9:00am to 3:00pm

EVENT LOCATION(S): *Please describe in detail the exact location(s)*
Main Street--Heber to 9th

ANTICIPATED ATTENDANCE: 2,000

EVENT DESCRIPTION: *Please describe in detail the activities associated with the event*

A fun open- air market--music, art, food, farmers

APPLICANT: *(name of organization)* Park Silly Sunday Market

CONTACTS

Event Manager: Kimberly Kuehn
Mailing Address: PO BOX 684229
Phone: 435-655-0994 Fax:
Cell Phone: 435-901-0511
E-Mail: kimberly@parksillysundaymarket.com

Assistant Event Manager:
Mailing Address:
Phone: Fax:
Cell Phone:
E-Mail:

TYPE OF EVENT: *to be confirmed by the Special Events Department*

- ☒ **Master Festival;** *(If even one box is checked, the event is automatically a Master Festival)*

A public event which any one of the following:

- ☒ attraction of large crowds, (Over 500)
☒ street closure,
☐ use of City park, building or property,
☒ use of off-site parking facility,
☒ use of amplified music.

- ☐ **Special Event;**

A private or public event, which creates significant public impacts through:

- ☐ causes significant public impacts via disturbance, crowd, traffic/parking,
☐ disruption of the normal routine of the community or affected neighborhood,
☐ necessitates temporary business or liquor licensing
☐ event signs, visible from public property
☐ temporary structures

CITY SERVICES

- request for street closure(s)? ☒yes ☐no
if yes, then list street(s) and closure time and date: Heber to 9th 6:00 am - 6:00 pm
- request for closure of or access to any public parking spaces? ☐yes ☐no
if yes, then list lot and closure times and dates:
if yes, complete and attach [Request for Special Use of Public Parking](#) form.
- request for use of any City owned bleachers? ☐yes ☒no

SALES AND FOOD VENDING

- will there be beer, wine and/or liquor sales during the event? ☒yes ☐no
if yes, have you filed a [Beer and Liquor License Application](#) with Park City Finance Department? ☒yes ☐no
if yes, have you filed a [Single Event or Temporary Beer Permit application w/ UDABC?](#) ☒yes ☐no

APPLICATION FEES

All new applications require a \$100 processing fee, all applications for returning events require a \$50 application fee, due at the time of application. Additional fees for other services, including Health Department and Fire Department, will be estimated and provided to the applicant. A final bill for services will be delivered to the applicant approximately two weeks after the event concludes. Please remit application check to:

Park City Municipal Corporation
Attn: Special Events and Facilities
P.O. Box 1480
Park City, UT 84060

INSURANCE

Park City Municipal requires proof of liability insurance in the amount of two million dollars (\$2,000,000) or more, and applicant shall further name Park City Municipal Corporation as an additional insured. This must be submitted 10 days prior to the event.



PLANNING DEPARTMENT

City Council Staff Report

Author: Kirsten Whetstone, AICP
Subject: Parcel 2- Amended Walter Daniels Subdivision-
Plat note amendment
Date: July 19, 2007
Type of Item: Administrative Plat Amendment

Summary Recommendations

Staff recommends the City Council consider adopting the ordinance to remove the plat note as conditioned. Staff prepared an ordinance including findings of fact, conclusions of law, and conditions for consideration, based on the Planning Commission's recommendation to approve the plat amendment.

Topic

Applicant: Jeff Love, owner
Location: 615 and 621 Woodside Avenue
Zoning: HR-1
Adjacent Land Uses: Old Town Historic houses and contemporary houses and condominiums
Reason for Review: Plat amendments require Planning Commission review and City Council action

Background

On September 21, 2006, the City received a complete application requesting a plat note amendment to the Parcel 2- Amended Walter Daniels Subdivision (Exhibit A) located at 615 and 621 Woodside. The applicant is requesting removal of plat note #2. Plat note #2 reads as follows:

"So long as the Old Miner's Lodge remains a lodging facility, parking shown on Lot 2 shall be designated for the use and enjoyment of Lot 1, and so as not to have Merger by Deed, Park City Municipal Corporation shall be a third party beneficiary to said easement."

The above mentioned parking easement is located in front of the garage for contemporary single family house on Lot 2 (621 Woodside). The structure on Lot 1, located at 615 Woodside, is an historic structure previously used as a Bed and Breakfast Inn and known as the Old Miner's Lodge. The structure located on Lot 2 is a contemporary house, previously used as a caretaker's unit for the Bed and Breakfast Inn.

The applicant is the fee simple owner of 621 Woodside and owner/representative of the Grand Love Shack LLC, which is listed as the owner of 615 Woodside.

One reason for the note was to tie the two parcels together. This connection allowed 621 Woodside to be constructed on Lot 2, to meet the setback requirements, and qualify as an “on-site” caretaker’s unit for the Bed and Breakfast Inn at 615 Woodside. The tandem parking in front of the garage for 621 Woodside was made available to the Old Miner’s Lodge by including a note and parking easement on the plat. This easement helped mitigate parking impacts of the Old Miner’s Lodge on the neighborhood. Parking was managed by the caretaker.

The Historic structure at 615 Woodside has 12 bedrooms with baths in each room and is currently used for Nightly Rentals.

The applicant is requesting the note be removed because 621 Woodside is now a single family house and not a caretaker’s unit for 615 Woodside. The applicant expressed concerns to staff that access to the required parking (garage) for Lot 2 is compromised by the existing parking easement. Historic structures are not required to provide parking, unless they contain a CUP for a more intense use or contain more than 6 bedrooms and are used for Nightly Rental.

On December 13, 2006, the Commission conducted a public hearing and discussed this item. Minutes of the hearing were attached to the May 23rd report.

The Planning Commission had concerns about the impact of parking on the neighborhood. Prior to the May 23rd meeting, LMC Amendments were approved which require parking for 1) Bed and Breakfast Inns, Boarding Houses, and Minor Hotels within Historic structures and 2) Nightly Rentals with more than six bedrooms, at a rate of 1 parking space per 2 bedrooms (over the base rate for the first six bedrooms).

Staff returned to the Planning Commission on May 23, 2007 for a public hearing and received direction from the Commission to draft findings for a positive recommendation to Council to remove the note. The public hearing was closed. Additional background information is provided in the May 23rd report (Exhibit B-May 23rd report and Exhibit C minutes of May 23rd meeting).

On July 11, 2007, the Planning Commission forwarded a positive recommendation as conditioned in the attached ordinance.

Analysis

The historic structure at 615 Woodside has 12 bedrooms and baths in each room, contains approximately 7,000 sf of floor area, and is currently licensed for Nightly Rentals. The structure has the appearance of a large single family house with a single entry door facing the street, a large wrap around porch, and a residential front lawn. There are no commercial signs on the property. There is no off-street parking, and no lobby or check-in areas.

The applicant requested staff to consider the plat note amendment in light of the LMC Amendments adopted by City Council on April 19, 2007. These amendments require nightly rental to a single person or entity and provide a parking requirement for intensive lodging uses, such as Bed and Breakfast Inns, Boarding Houses, and Minor Hotels, even if these uses are within an historic structure. These uses are Conditional Uses in the zone. The amendments also included additional parking requirements for larger (more than 6 bedrooms) nightly rentals and permit on-street parking for historic structures, with approval from the Planning, Engineering, and Building Departments.

The applicant has requested approval from Planning, Engineering, and Building to utilize the 3 parking spaces on Woodside Avenue, along the property frontage, for nightly rental, as allowed by the parking requirements in LMC Section 15-3-4 (A). This request has been granted for the 2007-2008 winter season. Staff is recommending a condition of approval that Nightly Rental of the historic structure shall be limited to one person or entity, with no more than 3 residential parking hang tags provided per nightly rental stay.

Without significant construction to provide parking beneath the house, it is unlikely that the historic structure will revert back to a B&B, Hostel or Hotel. The amended LMC requires up to 12 off-street parking spaces for these more intense uses.

Without a CUP, the structure at 615 Woodside is limited to a single family dwelling (nightly rental of the 12 bedroom structure would require additional parking). There is a current business license for Nightly Rental use of 615 Woodside for 2007, issued to Grand Love Shack LLC of which Mr. Love is the owner. Nightly rental is an allowed use in the HR-1 District, subject to a business license and parking requirements. The owner does not provide meals, daily maid service, concierge services, and there is not a manager or owner on-site. The entire structure is rented to one person or entity and is cleaned once after the Nightly Rental is vacated.

According to police records, there have been no complaints filed with the City regarding the Nightly Rental use at 615 Woodside in the past 3 years. The property is adjacent to the ski runs of Park City Mountain Resort and is within walking distance of Main Street shops and restaurants.

Prior to the LMC amendments recently adopted by the City Council on April 19, 2007, off-street parking was not required for historic structures. Two parking spaces are required for the contemporary house on Lot 2 and are provided in the attached garage. The existing parking easement referred to in plat note #2 allows the owner of Lot 1 to park in front of the two car garage for Lot 2 (if Lot 1 is used as a "lodging facility").

The applicant is requesting the note be removed because 621 Woodside is now a single family house and is not a caretaker's unit for 615 Woodside. He has concerns that in the event of a fire or medical emergency, there is no assurance that the occupants at 621 Woodside would be able to egress the garage.

The current Land Management Code only allows tandem parking for single family dwellings, accessory apartments, and duplexes. Nightly rental is an allowed use in the zone and does not require a caretaker's unit. The caretaker's function of 621 Woodside has ceased. These two properties function independently as single family dwellings (with or without nightly rentals). The parking easement has become problematic for the owner of 621 Woodside.

If the note remains and 615 Woodside is not a lodging use, the easement does not apply. However, if a nightly rental occupant interprets the nightly rental use of 615 Woodside as a lodging use, that person might also believe it is acceptable to park behind 621 Woodside. Staff summarized the following alternatives and the Planning Commission provided direction to remove the note.

1. Leave note as is. If 615 Woodside is not used for lodging, the easement is not invoked.
2. Leave note as it is until off-street parking is built for 615 Woodside.
3. Remove the note now that the LMC requires a) parking for Bed and Breakfast Inns, Boarding Houses, and Hotels in the HR-1 zone, b) Nightly Rental requires rental to one entity and rooms within a dwelling are not allowed to be rented independently, c) off-street parking is required for nightly rental of dwellings with more than 6 bedrooms (the applicant could apply for on-street parking along property frontage, under the nightly rental historic house exception to the parking requirement)

Department Review

On October 10, 2006, this project was discussed at an interdepartmental review meeting. It was suggested that a legal review be conducted to understand the previous actions related to this property. This review was conducted prior to the drafting of the December 13, 2006 report.

Notice

The property was posted and notice was mailed to property owners within 300 feet for the initial public hearing on December 13, 2006. Legal notice was also published in the Park Record on November 25, 2006. Additional legal, posted, and courtesy notice was provided on April 20, 2007, for the May 23rd Planning Commission hearing and July 19, 2007 City Council hearing.

Public Input

The applicant notified his neighbors regarding the plat amendment. Approximately 20 neighboring residents provided letters and e-mails in support of the plat note removal. These were provided to the Planning Commission as

attachments to the December 13, 2006 and May 23, 2007 reports and are available in the planning file. Staff received a phone call from an anonymous resident who cited negative parking impacts related to nightly rentals. No public input was received at the public hearings.

Recommendation

Staff recommends the City Council consider approving the plat amendment to remove plat note #2 from the Parcel 2- Amended Walter Daniels Subdivision. Staff has prepared findings of fact, conclusions of law, and conditions of approval, as outlined in the attached ordinance, for the Council's consideration.

Exhibits

Exhibit A- Existing plat

Exhibit B- Staff report for May 23, 2007 meeting (Exhibits are available at the Planning Department)

Exhibit C- Minutes from May 23, 2007

Ordinance No. 07-

AN ORDINANCE APPROVING A PLAT AMENDMENT TO REMOVE A PLAT NOTE FROM THE PARCEL 2- AMENDED WALTER DANIELS SUBDIVISION PLAT, LOCATED AT 615 AND 621 WOODSIDE AVENUE, PARK CITY, UTAH.

WHEREAS, the owner of the properties known as 615 and 621 Woodside Avenue, has petitioned the City Council for approval of a plat amendment to remove a plat note regarding a parking easement on Lot 2 for the benefit of Lot 1 on the Parcel 2- Amended Walter Daniels Subdivision, as shown on Exhibit A; and

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

WHEREAS, on December 13, 2006 and May 23, 2007, the Planning Commission held public hearings to receive public input on the proposed plat amendment and on July 11, 2007 the Commission forwarded a positive recommendation of approval to the City Council; and

WHEREAS, on July 19, 2007, the City Council held a public hearing on the proposed plat amendment; and

WHEREAS, the proposed plat amendment removes the note that states the following, "So long as the Old Miner's Lodge remains a lodging facility, parking shown on Lot 2 shall be designated for the use and enjoyment of Lot 1, and so as not to have Merger by Deed, Park City Municipal Corporation shall be a third party beneficiary to said easement"; and

WHEREAS, it is in the best interest of Park City, Utah to approve the plat amendment allowing parking and egress for Lot 2 to be unencumbered by parking associated with Lot 1.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The following are also adopted by City Council as findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. The property is located in the Historic Residential (HR-1) zone.
2. The HR-1 zone is a residential zone characterized by a mix of contemporary residences and a mix of smaller and larger historic homes.
3. The property at 615 Woodside consists of a 50' to 100' wide by 150' deep lot, known as Lot 1 of the "Parcel 2- Amended Walter Daniels

- Subdivision". The lot contains 0.26 acres.
4. On Lot 1, there is a 7,000 sf historic structure, with 12 bedrooms and 12 attached baths, previously used as a Bed and Breakfast Inn known as the Old Miner's Lodge. The structure has the appearance of a large single family house with a single entry door facing the street, a large wrap around porch, and a residential front lawn. There are no commercial signs on the property. There is no off-street parking, and no lobby or check-in areas. This structure is used as a Nightly Rental.
 5. As a nightly rental, no meals, daily maid service, or concierge services are provided, and there is not a manager or owner on-site. The entire structure is rented to one person or entity and is cleaned once after the Nightly Rental is vacated.
 6. The property at 621 Woodside consists of a 50' wide by 75' deep lot, known as Lot 2 of the "Parcel 2-Amended Walter Daniels Subdivision" approved by the City Council via Ordinance No. 97-45. The lot contains 3,750 square feet.
 7. On Lot 2 there is a contemporary house with a two car garage setback 11' from the property line (24' from the back of curb on Woodside).
 8. The structure on Lot 1, located at 615 Woodside, is an historic structure previously used as a Bed and Breakfast Inn and known as the Old Miner's Lodge. The structure located on Lot 2 is a contemporary house, previously used as a caretaker's unit for the Bed and Breakfast Inn.
 9. The applicant has petitioned the City for a plat amendment to remove a plat note and parking easement from the Parcel 2- Amended Walter Daniels Subdivision plat. The existing plat note reads as follows: "So long as the Old Miner's Lodge remains a lodging facility, parking shown on Lot 2 shall be designated for the use and enjoyment of Lot 1, and so as not to have Merger by Deed, Park City Municipal Corporation shall be a third party beneficiary to said easement".
 10. As of April 21, 2005, Park City business license records indicate that no Bed and Breakfast lodging use license is issued to 615 Woodside Avenue (Old Miners Lodge). These records further indicate that the Old Miners Lodge ceased Bed and Breakfast operations on August 15, 2004.
 11. There is a current 2007 business license for nightly rental at 615 Woodside.
 12. The applicant is the fee simple owner of 621 Woodside and owner/representative of the Grand Love Shack LLC, which is listed as the owner of 615 Woodside.
 13. A Conditional Use Permit is required for Bed and Breakfast Inns, Boarding Houses, and Hotels in the HR-1 district. There are no current valid Conditional Use Permits for these uses for 615 Woodside. Nightly rental is an allowed use in the HR-1 district.
 14. One reason for the note was to tie the two parcels together. This connection allowed 621 Woodside to be constructed on Lot 2, meet the setback requirements, and qualify as an "on-site" caretaker's unit for the Bed and Breakfast Inn at 615 Woodside. The tandem parking in front of

- the garage for 621 Woodside was made available to the Old Miner's Lodge by including a note and parking easement on the plat. This easement helped mitigate parking impacts of the Old Miner's Lodge on the neighborhood. The parking was managed by the caretaker.
15. The house at 621 Woodside is no longer a caretaker's unit for 615 Woodside. This house is on the market to be sold separately from 615 Woodside.
 16. The applicant is requesting the plat note be removed because 621 Woodside is now a single family house that may be used as a single family house and/or for nightly rentals as an allowed use, and is not a caretaker's unit for 615 Woodside.
 17. On April 15, 2005, the Park City Building Department inspected the structure at 615 Woodside and filled out an inspection report as part of the Nightly Rental licensing process. The inspection report stated that the structure: "Was a Bed and Breakfast. Currently a single family residence/owner occupied. May re-open in the fall as a Nightly Rental."
 18. Notice of this hearing was sent to property owners within 300' on November 22, 2006 and April 20, 2007. The property was properly posted and legal notice was published in the Park Record according to requirements of the Land Management Code.
 19. On December 13, 2006, and on May 23, 2007, the Commission conducted public hearings and discussed this item. There was no public input provided at the meeting. On May 23, 2007, the Commission directed staff to draft findings for a positive recommendation to Council to remove the note.
 20. The Land Management Code was amended in April of 2007 to require Bed and Breakfast Inns, Hotels, and Boarding Houses (as Conditional Uses) to provide code compliant parking, even though these uses are only allowed in Historic structures.
 21. Without significant construction to provide parking beneath the house, it is unlikely that the historic structure will revert back to a B&B, Hostel or Hotel. The amended LMC requires up to 12 off-street parking spaces for these more intense uses.
 22. The applicant requested approval from Planning, Building, and Engineering to utilize the 3 parking spaces on Woodside Avenue, along the property frontage, for nightly rental of an historic structure, as provided for in LMC Section 15-3-4 (A). This request was granted for the 2007-2008 winter season.
 23. The applicant stipulates to the conditions of approval.

Conclusions of Law

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

4. As conditioned the plat amendment is consistent with the Park City General Plan.

Conditions of Approval

1. City Attorney and City Engineer review and approval of the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recordation.
2. In addition to plat note #2, a deed restriction was dedicated to the City by separate document regarding the parking easement. An amended document signed by the City, releasing the easement, may be required. The City Attorney shall review the separate document as to final form and content prior to finalization of the release of the easement.
3. Any remaining plat notes or conditions of approval of the Parcel 2- Amended Walter Daniel Subdivision that do not pertain to the parking easement being removed shall remain in full force and effect.
4. Nightly Rental of the historic structure at 615 Woodside shall be limited to one Person or entity, with no more than 3 residential parking hang tags provided per nightly rental stay.

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

PASSED AND ADOPTED this 19th day of July, 2007.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, Mayor

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney



PLANNING DEPARTMENT

Planning Commission Staff Report

Author: Kirsten Whetstone, AICP
Subject: Parcel 2- Amended Walter Daniels Subdivision-
Plat note amendment
Date: May 23, 2007
Type of Item: Administrative Plat Amendment – Public Hearing

Summary Recommendations

Staff recommends the Planning Commission discuss the requested plat amendment, conduct a public hearing, and provide staff and the applicant with direction regarding the applicant's request to remove a plat note regarding a parking easement for the benefit of Lot 1 (615 Woodside Avenue) located in front of the garage for Lot 2 (621 Woodside). No formal action is requested at this meeting. Staff recommends the Planning Commission continue the item to the June 27th meeting to allow staff time to prepare findings of fact, conclusions of law, and any applicable conditions.

Topic

Applicant:	Jeff Love, owner
Location:	615 and 621 Woodside Avenue
Zoning:	HR-1
Adjacent Land Uses:	Old Town Historic houses and contemporary houses and condominiums
Reason for Review:	Plat amendments require Planning Commission review and City Council action

Background

Plat note

On September 21, 2006, the City received a complete application for a plat note amendment at 615 and 621 Woodside, requesting an amendment to the Parcel 2- Amended Walter Daniels Subdivision plat (Exhibit A). The applicant is requesting removal of plat note #2. Plat note #2 reads as follows:

“So long as the Old Miner’s Lodge remains a lodging facility, parking shown on Lot 2 shall be designated for the use and enjoyment of Lot 1, and so as not to have Merger by Deed, Park City Municipal Corporation shall be a third party beneficiary to said easement.”

The above mentioned parking easement is located in front of the garage for an adjacent contemporary single family house on Lot 2 (621 Woodside). The structure on Lot 1, located at 615 Woodside, is an historic structure previously used as a Bed and Breakfast Inn, and known as the Old Miner's Lodge. The structure located on Lot 2 was previously used as a caretaker's unit for the Bed and Breakfast Inn. The applicant is the fee simple owner of 621 Woodside and owner/representative of the Grand Love Shack LLC, which is listed as the owner of 615 Woodside.

The historic structure at 615 Woodside has 12 bedrooms and baths in each room and is currently used for Nightly Rentals. On April 15, 2005, the Park City Building Department inspected the structure at 615 Woodside and filled out an inspection report as part of the Nightly Rental licensing process (see Exhibit J). The report states the following: "Was a Bed and Breakfast. Currently a single family residence/owner occupied. May re-open in the fall as a Nightly Rental."

According to minutes of the Planning Commission meeting of August 27, 1997, the plat notes were intended to tie Lot 2 "to the Old Miner's Lodge, as long as it remains a bed and breakfast." (Exhibit B) Several Commissioners stated that tying the caretakers unit to the Old Miner's Lodge was a good idea.

Crafted by the City Attorney, before the Commission took action that night, the plat note stated the following, "... ties off-street parking to the use of the Old Miner's Lodge so long as the Old Miner's Lodge remains a lodging use." The plat notes were a result of discussion during the Planning Commission hearing on the plat amendment. This discussion focused on the desire to tie these two properties together.

Previously, Bed and Breakfast Inns required 24 hour on-site check-in and maintenance. The parking easement tied the properties together to comply and the plat amendment created a separate lot for the caretaker's unit in order for the caretaker's unit to meet the required side yard setbacks. The total width of the property prior to the plat amendment was 100' and the side yard setback for the caretaker's house, under construction at the time of the plat amendment, was not in compliance with the LMC setbacks. The plat amendment re-created a 50' wide lot (two underlying old town lots) reducing the required side yard setback for the caretaker's unit.

Previous Planning Commission/City Council Action

On April 27, 2005, an application was approved to remove the plat note regarding floor area restrictions on Lot 2, because the structure at 615 Woodside Avenue was found to be no longer a Bed and Breakfast Inn and because the current LMC no longer limited density based on floor area (Exhibit C).

Specifically, finding #5 of the Ordinance states the following: "As of April 21, 2005, Park City business license records indicate that no lodging use (B&B)

license is issued to 615 Woodside Avenue (Old Miner's Lodge). These records further indicate that the Old Miners' Lodge ceased Bed and Breakfast operations on August 15, 2004.

Planning Commission forwarded a positive recommendation to City Council based on those findings and the 1900 square foot floor area restriction was removed from the recorded Plat. This allowed the remodel of the home at 621 Woodside to occur consistent with the current Lot and Site Requirements of the HR-1 district, including Building Footprint, Setbacks, and Height limits. Floor area restrictions were not part of the HR-1 district regulations at the time of the remodel. The structure at 621 Woodside complies with all current LMC requirements and is not restricted as a caretaker's unit.

The issue of relevancy of the parking easement was first raised during this process. The staff report written in 2005 identified the following: "as the Old Miner's Lodge is not currently licensed as a lodging facility, the parking easement shown on Lot 2 for the benefit of Lot 1 may no longer apply". No final decision or action was taken on the parking easement by the Planning Commission or City Council at the time the house size limitation note was removed and the plat amendment was recorded.

A neighbor raised the issue of concerns with parking if the Old Miner's lodge was used as a nightly rental. However it was pointed out that at that time the LMC does not distinguish between a residence and a nightly rental and the staff believes a distinction should be addressed a certain point.

Recent Planning Commission review

On December 13, 2006, the Commission conducted a public hearing and discussed this item (Exhibit F). The applicant presented more than 20 letters of support from the neighborhood (Exhibit K). The applicant's attorney argued that the structure is no longer a Bed and Breakfast Inn that requires the caretaker's unit and therefore the "note has lapsed in its utility and is no longer in effect." There was also some discussion on whether the current use was a dwelling or a lodging use.

On January 10, 2007, the Commission reviewed a concept for a garage for the historic structure. The applicant had proposed a garage on the property line with a 0' setback (Exhibit G).

After the time of these hearings the following amendments were made to the LMC concerning nightly rentals and Bed and Breakfast Inns:

- Nightly rentals with more than 6 bedrooms are required to provide parking at the rate of 1 space for each 2 bedrooms over 6. Historic structures are not exempt; however they may request that parking along the street frontage count towards the required parking.

- Nightly rentals are rented to one Person or entity. Individual rooms within a dwelling are not rented separately.
- Bed and Breakfast Inns, Boarding Houses, and Hotels in the HR-1 District (even in Historic Structures) are required to provide parking per Chapter 3 of the LMC. Historic structures are not exempt.

The minutes of these meetings (see Exhibit G) show that the Commission's primary concerns were related to impacts on the neighborhood of future lodging uses, such as a Bed and Breakfast, in particular, the impacts of parking. The following are excerpts from the meeting minutes (**staff comments**):

- Less concerned with the word "lodging" than they are with the use and parking impacts on Old Town... did not want the discussion to focus on Webster's definition of lodging. ***The current use of 615 Woodside meets the LMC definition of Nightly Rental which is an allowed use in the district. The use does not meet the definitions of Bed and Breakfast, Boarding House, Hotel, or Motel (all of these uses also require a CUP, as they are considered a more intense use.) The recently adopted LMC amendments require parking on site for these uses as part of the CUP. Nightly Rental of dwellings with up to 6 bedrooms does not require parking. Additional bedrooms require parking.***
- Need a definitive description of what the building could be used for in the future. ***The structure at 615 Woodside has been considered by the Building Department to be a single family dwelling (see Exhibit J-Building Inspector report). The owner has a valid Nightly rental license. There is no grandfathered CUP for a Bed and Breakfast, Hotel, or Boarding House use. Future proposals for these uses would require a CUP and would have to meet the parking requirements (10 or more spaces). It would be difficult for this structure to meet the LMC requirements for a B&B, Hotel, or Boarding House in the future.***
- Understood the applicant would have to apply for a conditional use permit for any use other than a single family residence or nightly rental. ***This is correct; a conditional use permit would be required to operate a B&B, Boarding House, or Hotel in the HR-1 District.***
- Conditional Use Permit would require parking. ***This is correct. The LMC has been amended to require all B&B's, Hotels, Boarding Houses, etc. to provide parking at the rate of 1 space per bedroom for B&B's and 1 space per 2 beds for Boarding Houses, and 1 space per room for Hotels. Nightly rental also requires parking if it contains more than 6 bedrooms.***
- Concerned that removing plat note would have parking implications from future uses if the current use changed in any way. ***Future uses that are not nightly rental or single family residential require a CUP, which will trigger parking requirements. Given design implications of providing significant parking beneath the structure, it is likely that these more intense uses would be difficult to approve. The LMC***

amendments now require additional parking for nightly rentals with more than 6 bedrooms. The 12 bedrooms would require 3 additional parking spaces, which may be allowed on the street adjacent to the property if approved by the Planning, Engineering, and Building Departments.

- Comments on moving from a Bed and Breakfast definition versus renting one house to one group would lessen the parking impacts. Could see both sides and wanted a better understanding or a stronger definition of future use. ***Recent LMC Amendments have clarified definitions for various lodging uses and added parking requirements for B&Bs, Hotels, and Boarding Houses, even in historic structures, and added a parking requirement for Nightly Rentals utilizing more than 6 bedrooms.***
- Discussion occurred on whether the use fits the LMC definition of a Minor Hotel and requires a CUP. ***The most important distinction between nightly rental and a Minor Hotel is that in a Hotel each room can be rented to an individual or entity. With Nightly Rental, pursuant to the recent LMC Amendments, the entire dwelling is rented to a Person or entity. The impacts of one group checking in and departing within a similar time frame, versus individuals checking in and departing at different times, combined with the impacts of cleaning occurring at different times for a Hotel, not just once a week, and the number of employees needed to run a Hotel add up to why a Hotel is a Conditional Use in the zone. With the recent LMC Amendments, a Boarding House, B&B, or Minor Hotel would require a CUP and code compliant parking. Without required parking (10 to 12 spaces or more) the structure at 615 Woodside will not be a Hotel, Boarding House, or Bed and Breakfast in the future. The structure can be a single family dwelling or a dwelling used for Nightly Rental, provided 3 parking spaces are allowed along the street frontage or the number of bedrooms is reduced.***
- Meeting summarized that there is agreement among the Planning Commission to find a way to determine that a future use will not create the same parking problems associated with a lodging situation that would require re-application of that easement and additional parking.

Minutes from the January 10, 2007 meeting indicate that the Planning Commission was in agreement that if a garage could be constructed for the 615 Woodside house they would be comfortable removing the plat note.

On January 18, 2007, the applicant met with staff to further discuss the plat amendment request and discuss the proposed garage design. Staff indicated that the garage would have to meet the 5' side yard setback. The applicant indicated that construction of a garage under the historic structure would be structurally difficult to achieve and building code issues would require the structure to meet current code. For this reason the garage design contemplated construction in the side yard setback per LMC Section 15-2.2-7 (D) Parking

Regulations. Staff's interpretation of this Section is that below grade Side Yards between participating Developments may be occupied by a Parking Structure only if the garage serves the participating Developments. Staff does not believe this would be the case and a 5' side yard setback would be required. The applicant requested staff continue processing the application to remove the note, in light of the recent LMC Amendments that limit the structure to a single family dwelling (with or without nightly rental).

Ownership and Current Use

Both structures are currently owned by the applicant, Jeff Love. The structure at 621 Woodside is under renovation as a residential house. There is a current business license for Nightly Rental use of 615 Woodside issued to Grand Love Shack LLC of which Mr. Love is the owner. Nightly rental is an allowed use in the HR-1 District, subject to a business license. The structure at 615 Woodside was formerly referred to as the Old Miners Lodge Bed and Breakfast Inn.

There is no current license for a Bed and Breakfast Inn at 615 Woodside. The "Old Miner's Lodge" ceased being a Bed and Breakfast when the current owner purchased the property in August of 2004. The Bed and Breakfast use was discontinued for a period of greater than one year and therefore, the non-conforming use expired. Current LMC requires a Conditional Use Permit for Bed and Breakfast Inns. The applicant submitted an affidavit with the application stating that he has not operated a Bed and Breakfast at 615 Woodside since purchasing the property in August of 2004 (Exhibit D).

The structure at 615 Woodside has 12 bedrooms and bathrooms, a large kitchen, family room, and exercise area. The structure includes approximately 7,000 sf of floor area. From the street this structure has the appearance of a large two story house with a single entry door facing the street, a large wrap around porch, and a residential front lawn. There are no commercial signs on the property. The streetscape is residential in character. There is no off-street parking, no lobby, and no check-in area. The owner uses "old town parking permit hang tags" to park up to 3 cars along Woodside adjacent to the property (Exhibit E).

The owner does not have a license or conditional use permit to use the 615 Woodside structure as a Hotel, Bed and Breakfast, or Boarding House. The owner has a license for Nightly Rental at 615 Woodside. Nightly Rental is defined in the Land Management Code as "rental of a Dwelling Unit....for less than 30 days to a Person" (meaning the entire unit is rented to one entity, individual rooms are not rented out). Nightly Rentals are an allowed use in the HR-1 District, whereas, Hotels, B & Bs, and Boarding Houses are a conditional use.

The owner does not provide meals, daily maid service, concierge services, and there is not a manager or owner on-site. The entire structure is rented to one person or entity and is cleaned once after the Nightly Rental is vacated.

According to police records, there have been no complaints filed with the City regarding the Nightly Rental use at 615 Woodside in the past 3 years. The property is adjacent to the ski runs of Park City Mountain Resort and is within walking distance of Main Street shops and restaurants.

Parking

Prior to the LMC amendments recently adopted by the City Council on April 19, 2007, off-street parking was not required for historic structures (for Bed and Breakfasts or Nightly Rental). Two parking spaces are required for the contemporary house on Lot 2 and are provided in the attached garage. The parking easement referred to in plat note #2 allows the owner of Lot 1 to park in front of the two car garage for Lot 2 (if Lot 1 is used as a “lodging facility”).

The applicant is requesting the note be removed because 621 Woodside is now a single family house and is not a caretaker’s unit for 615 Woodside. The applicant expressed concerns to staff that access to the required parking for Lot 2 is compromised by the existing parking easement (see Exhibit I). The applicant states in his letter, “There is no requirement that both properties be owned by the same individual, or any type of restriction on renting the house at 621 Woodside long or short term. In the event of a fire or medical emergency, there is no assurance that the occupants at 621 Woodside would be able to egress the structure (garage).”

Recently adopted LMC amendments require parking for Bed and Breakfast Inns at the rate of one space per bedroom. These amendments also require parking for large Nightly Rentals at the rate of 1 space for each 2 bedrooms over 6 bedrooms (on-street parking may be allowed if approved by Planning, Building, and Engineering). If a Conditional Use permit for a B &B were applied for at 615 Woodside Avenue, 12 off-street parking spaces would be required. The only place these parking spaces could physically be constructed is under the historic structure, meeting the 5’ side and 15’ front and rear setbacks. Providing off-street parking would be difficult to construct without impacting the historic structure.

Analysis

The primary reason for the note was to tie the two parcels together. This connection allowed 621 Woodside to be constructed on Lot 2, meet the setback requirements, and qualify as an “on-site” caretaker’s unit for the Bed and Breakfast Inn at 615 Woodside. The tandem parking in front of the garage for 621 Woodside was made available to the Old Miner’s Lodge by including a note and parking easement on the plat. This easement helped mitigate parking impacts of the Old Miner’s Lodge, on the neighborhood. This situation was workable because the caretaker was available to provide “valet” service for the car owners.

The current Land Management Code only allows tandem parking for single family dwellings, accessory apartments, and duplexes.

Nightly rental is an allowed use in the zone and does not require a caretaker's unit. The caretaker's function of 621 Woodside has ceased. These two properties function independently as single family dwellings (with or without nightly rentals). The parking easement has become problematic for the owner of 621 Woodside.

On May 1 the applicant submitted a letter to staff outlining his concerns with the note (see Exhibit I). In the letter he states the following:

"One of the most compelling reasons to remove the note has health, safety, and welfare consequences. The note allows lot 1 occupants/guests to park in front of lot 2 but there is no direction beyond the note on how this should be coordinated. There is no requirement that both properties be owned by the same individual, or any type of restriction on renting the house at 621 Woodside long or short term. In the event of a fire or medical emergency, there is no assurance that the occupants at 621 would be able to egress the structure."

Staff agrees that this would be a problematic situation given the current ownership and use. The occupants of 621 Woodside are likely to forgo parking in their garage all together, so as to not be inconvenienced or hampered by this tandem parking situation. If 615 Woodside is being used as a lodging use and a guest parks in front of the garage at 621 Woodside and leaves for several hours skiing or partying the occupants of 621 Woodside would not be able to get out of their garage.

If the note remains and 615 Woodside is not a lodging use the easement does not apply. However, if a nightly rental occupant interprets the nightly rental use of 615 Woodside as a lodging use he could believe it is ok to park behind 621 Woodside.

In summary, possible alternatives are as follows:

1. Leave note as is. If 615 Woodside is not used for lodging, the easement is not invoked.
2. Leave note as it is until off-street parking is built for 615 Woodside.
3. Remove the note now that the LMC requires a) parking for Bed and Breakfast Inns, Boarding Houses, and Hotels in the HR-1 zone, b) Nightly Rental requires rental to one entity and rooms within a dwelling are not allowed to be rented independently, c) off-street parking is required for nightly rental of dwellings with more than 6 bedrooms (the applicant could apply for a waiver under the nightly rental historic house exception to the parking requirement)

Department Review

On October 10, 2006, this project was discussed at an interdepartmental review meeting. It was suggested that a legal review be conducted to understand the previous actions related to this property. This review was conducted prior to the drafting of the December 13, 2006 report.

Notice

The property was posted and notice was mailed to property owners within 300 feet for the initial public hearing on December 13, 2006. Legal notice was also published in the Park Record on November 25, 2006. Additional legal, posted, and courtesy notice was provided on April 20, 2007, for the May 9th Planning Commission hearing and the May 31, 2007 City Council hearing. On May 9th the hearing was continued to May 23, 2007.

Public Input

The applicant has made an effort to notify his neighbors of the upcoming application. Approximately 20 neighboring residents provided letters and e-mails in support of the plat note removal. These were provided to the Planning Commission as attachments to the December 13, 2006 staff report. Staff received a phone call from an anonymous resident who cited negative parking impacts related to nightly rentals. No public input was received at the December 13, 2006 public hearing.

Recommendation

Staff recommends the Planning Commission discuss the requested plat amendment, conduct a public hearing, and provide staff with direction regarding this request to remove a plat note related to a parking easement for the benefit of Lot 1 (615 Woodside Avenue) located in front of the garage for Lot 2 (621 Woodside). Staff recommends the Planning Commission continue the item to June 27, 2007, to provide staff sufficient time to prepare findings of fact, conclusion of law, and any applicable conditions.

Exhibits-These Exhibits are on file at the Planning Department and are not attached to this report, being an exhibit to the July 11 and July 19 reports.

Exhibit A- Existing plat

Exhibit B- Planning Commission minutes from August 27, 1997

Exhibit C- Planning Commission minutes from April 27, 2005

Exhibit D- Applicants affidavit

Exhibit E- Applicants letter, description of property use, and photographs

Exhibit F- Planning Commission minutes from December 13, 2006

Exhibit G- Planning Commission minutes from January 10, 2007

Exhibit H- Letter from Applicant's Attorney

Exhibit I- Letter from Applicant dated May 1, 2007

Exhibit J- Building Inspection report

Exhibit K- Letters of support from neighbors

EXHIBIT C

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
MAY 23, 2007

COMMISSIONERS IN ATTENDANCE:

Chair Pro Tem, Jim Barth, Julia Pettit, Evan Russack, Mark Sletten, Charlie Wintzer

EX OFFICIO:

Planning Director, Patrick Putt; Principal Planner, Brooks Robinson; Kirsten Whetstone, Planner; Katie Cattan, Planner; Sharon Atkinson, Planner; Polly Samuel McLean, Assistant City Attorney; Eric DeHaan, City Engineer

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REGULAR MEETING - 6:30 p.m.

I. ROLL CALL

Chair Pro Tem, Jim Barth called the meeting to order at 6:35 p.m. and noted that all Commissioners were present except Commissioners O'Hara and Thomas who were excused.

II MINUTES

MOTION: Commissioner Sletten moved to APPROVE the minutes of May 9, 2007, as written. Commissioner Wintzer seconded the motion.

VOTE: The motion passed unanimously. Commissioner Pettit abstained since she had not attended that meeting.

III. PUBLIC COMMUNICATIONS

There was no comment.

IV. STAFF & COMMISSIONERS' COMMUNICATIONS AND DISCLOSURES

Item 3- 621 Woodside Avenue - Plat Amendment

Planner Whetstone reviewed the request to remove a plat note regarding a parking easement for the benefit of Lot 1, in front of the garage for Lot 2 of the Parcel 2 - Amended Walter Daniels Subdivision plat. The applicant is requesting removal of Plat Note #2 which states, "So long as the Old Miner's Lodge remains a lodging facility, parking shown on Lot 2 shall be designated for the use and enjoyment of Lot 1, and so as not to have Merger by Deed, Park City Municipal Corporation shall be a third party beneficiary to said easement."

Planner Whetstone noted that in December 2006, the Planning Commission reviewed this application and discussed the existing use. At that time, questions were raised regarding potential future uses. She noted that the Miner's Lodge at 615 Woodside Avenue is a large structure with 12 bedrooms and 12 attached bathrooms and is sometimes used for nightly rental. Planner Whetstone stated that the applicant had presented a proposal as a possible solution to provide parking for the 615 Woodside Avenue building. The proposed parking would be partially under the historic structure at 615 Woodside Avenue. Because it was drawn on the setback line it would have required a conditional use permit. The applicant decided to go back to his original application to request that the plat note be removed. Planner Whetstone noted that the applicant had concerns with the function and control of the existing tandem parking. The two lots are not connected by deed and the applicant is concerned that if someone parks in front of the single family house at 621 Woodside, it would limit their ability for valet parking. It also did not have clear title.

Planner Whetstone reported that this item was re-noticed and re-posted for this meeting. The Staff recommended that the Planning Commission discuss this request, conduct a public hearing, and provide direction.

Planner Whetstone stated that because the Land Management Code has been amended to alleviate some of the parking issues raised by the Planning Commission, nightly rentals of structures with more than six bedrooms require parking to be provided for those extra bedrooms. The nightly rental is to one person. Each individual room in the structure cannot be rented separately. Bed and Breakfast Inns, hotels, and boarding houses, which are conditional uses only allowed in historic structures, are now required to provide code-compliant parking. She summarized possible alternatives as outlined in the staff report. Planner Whetstone stated that the Staff and applicant were only looking for direction. No action would be taken this evening.

Jeff Love, the applicant, understood there was a struggle between the Legal Department and the Planning Department with respect to the type of recommendation given to the Planning Commission. This was his reason for requesting to meet with Planning Commission to hear their thoughts on the matter. Mr. Love felt strongly that the plat note needs to be removed and he was open on the different ways remove it.

He remarked that the plat note essentially ties the two properties together even though they are two independent single family houses. It is no longer a caretaker unit for the previous bed and breakfast. He believes the note was poorly written because it states, "so long as the Old Miner's Lodge is a lodging facility". He thought it was odd that the name of the business was included in the plat note. Mr. Love pointed out that the structure is no longer the Old Miner's Lodge and it is not a bed and breakfast. When he acquired the property he had no intention of operating as a bed and breakfast and did not think the plat note would apply.

Mr. Love felt that health, safety, and welfare were the most compelling reason for removing the plat note. There is no requirement for the same person to own both properties. Regardless of whether he lives in the structure at 621 Woodside, sells it, or rents it, there is no way to assure that anyone who occupies that structure can get out of the garage and safely leave the property in the event of an emergency or for any other reason. There is no mechanism to coordinate the parking issue between the two structures. Mr. Love stated that he occupies 615 Woodside and has not taken any reservations for the next ski season because he would like to resolve this issue first. The structure at 621 Woodside is vacant and currently for sale. Over the past three ski seasons he has rented the property per the requirements of the Land Management Code. He noted that the Staff report contained letters of support from his neighbors for removing this plat note. He received one anonymous phone call from someone raising concerns, but no one is documented as being opposed.

Mr. Love stated that he would not want to restrict 615 Woodside from nightly rentals, but he was willing to consider it as a last resort if it was the only way to get the plat note removed. He could see no purpose for tying these two homes together any longer. Assistant City Attorney, McLean, referred to Mr. Love's comment about a struggle between the Legal Staff and the Planning Staff. She clarified that there is no conflict amongst the Staff and they are unified in their recommendation for direction based on the alternatives provided.

Commissioner Wintzer understood that the parking would not be grand fathered and that the applicant would be subject to the current Code parking if the note was removed. Planner Whetstone replied that this was correct. Chair Pro Tem Barth recalled that the Land Management Code was amended to address these issues. Planner Whetstone explained that the purpose for the amendments was to allow historic structures in Old Town to have a conditional use permit for more intense uses in large structures, without having to provide parking.

The Planning Commission discussed various scenarios for parking requirements under a conditional use permit.

Chair Pro Tem Barth opened the public hearing.

There was no comment.

Chair Pro Tem Barth closed the public hearing.

Commissioner Pettit stated that her only concern has always been related to a future use when Mr. Love would no longer be controlling the nightly rental. She was bothered by the potential impacts and was more comfortable with Mr. Love's suggestion to remove the plat note and restrict nightly rentals.

Mr. Love reiterated that he was willing to restrict nightly rentals but only as a last resort. He has rented for three ski seasons and there has never been a complaint. He limits the number of cars to three or less and personally enforces that restriction. Mr. Love suggested a conditional use permit that would change with a new owner.

Commissioner Wintzer asked about the size of the building. Mr. Love stated that the home at 615 Woodside Avenue is approximately 6700 square feet and sits on 6 Old Town lots. Commissioner Wintzer did not think the difference of having three cars or four cars was the issue and he was not as worried about removing the note.

Commissioner Russack believed that removing the first plat note was the beginning of dismantling the notion of a caretaker's home to the Bed and Breakfast. Since that no longer exists, he was comfortable with removing the plat note.

Commissioner Sletten agreed with Commissioner Russack. In addition, he believes that the health and safety issues are important and compelling reasons for removing the plat note. Chair Pro Tem Barth concurred.

MOTION: Commissioner Russack moved to CONTINUE this item to June 27, 2007. Commissioner Sletten seconded the motion.

VOTE: The motion passed unanimously.

City Council Staff Report



Author: Stacey Noonan
Subject: Park City Ice Arena & Sports Complex
Contract to Sell Naming Rights
Date: July 19, 2007
Type of Item: Contract

Summary Recommendation – Authorize the City Manager to enter into a one year contract (attachment 1) in a form approved by the City Attorney's Office with Koda Inc., dba Shindig Marketing & Events in the amount of \$52,750 to pursue the sale of the naming rights for the Park City Ice Arena and Sports Complex (Sports Complex).

Topic: Sports Complex Naming Rights Contract

Background: Staff advertised a Request For Proposal (RFP) to generate interest from an individual or company to sell the naming rights for the Sports Complex. Two proposals were received. On March 15, 2007, City Council authorized the City Manager to enter into a one year contract with Shindig Marketing & Events to sell the naming rights to the Sports Complex. City Council funded the cost of the contract (\$52,750) through the 2008 budget process. The contract is now ready for Council approval.

The cost of the contact is as follows:

\$10,750	Development of Sales and Sponsorship Integration Plan and Marketing Materials
\$42,000	\$3,500 per month draw – 12 months (Deducted from commission if sold)
Commission:	10% of the first \$1,000,000 City approved sale 12% above \$1,000,000 City approved sale

Analysis: This one year contract amounts to \$52,750 for the Sales and Marketing materials and for 12 months of draw. Cost of the sales and marketing materials and the monthly draw will not be recovered unless at least a portion of the naming rights are sold. Shindig must sell \$58,025 (\$52,750 + \$5,275 -10% commission) for the City to recover the cost of this one year contract.

Timing of sales and collection is key since the City will pay a monthly draw and incur the cost of sales materials. Monthly meetings with Shindig will allow staff to monitor activity and determine a threshold for possible loss. A 30 day termination clause gives the City an out if staff feels progress is not being made.

Sixty (60) days are allotted to Shindig to design and produce the marketing/sales package. All materials must be approved by the Sports Complex general manager. The City reserves the right to approve or disapprove any sponsorship for proposed sale.

Department Input & Review: This report has input and comments from the following departments: Rec/Library Team, Legal Department, Budget & Grants Department, and the City Manager.

Alternatives:

Approve the Request:

Council approval would allow staff to move forward to contract with Shindig to sell the Sports Complex naming rights.

Continue the Item:

Council could direct staff to return later with additional information.

Do Nothing:

If nothing is done, staff will not have direction to move forward to contract the sale of the Sports Complex naming rights.

Significant Impacts / Consequences of not taking the recommended actions:

The impact of not trying to sell the naming rights is strictly financial. The city would not recover the \$800,000 they put into the project above the amount the Synderville Basin did. Also the City would not incur a possible loss of the cost to try to sell the naming rights.

Recommendation: Authorize the City Manager to enter into a one year contract (attachment 1) in a form approved by the City Attorney's Office with Koda Inc., dba Shindig Marketing & Events in the amount of \$52,750 to pursue the sale of the naming rights for the Park City Ice Arena and Sports Complex (Sports Complex).

Attachment 1: Contract

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 19th day of July, 2007, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and Koda, Inc, dba Shindig Marketing and Events, a Utah corporation ("Service Provider").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Addendum A" and incorporated herein (the "Project").

The total fee for the service shall not exceed the greater of \$42,000 or 10% of the first \$1,000,000 raised plus 12% of anything above \$1,000,000 raised. In either case, the City will pay up to \$10,750 for the development of sales materials.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate one year from this contract date 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 as detailed in Addendum "B".

- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as
“Addendum B,” or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

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

- A. General Liability insurance written on an occurrence basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage.
- B. Automobile Liability insurance with limits no less than five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.
- D. Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.
- E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances.

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.

13. CHANGES.

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

- A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

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

16. PROHIBITED INTEREST.

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

17. NOTICE

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

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. 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.

20. 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.

21. 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.

22. 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.

ADDENDUM “A”

SCOPE OF SERVICES

Service Provider shall engage in a campaign to search for individuals or companies interested in purchasing the naming rights to the Sports Complex or a portion of the Complex. This shall include the development of an overall sales plan and timeline, identification of sponsor benefits related to sponsor categories, development of sales materials, and solicitation of targeted sponsors. Specific deliverables are as follows:

Marketing Plan, Sales & Branding Materials

- Shindig will develop a Sales & Sponsorship Integration Plan (S&SI) to include strategies and research on important elements such as brand development, sponsorship pricing and ROI analysis, advertising, public relations, promotions merchandising and programming integration.
- Sales & Branding collateral will be developed simultaneously with the S&SI Plan.
- Development of the S&SI Plan is priced at a ***not to exceed*** cost of \$6,250.00. Sales & Branding materials priced at a ***not to exceed*** cost of \$4,500.00. All expenses will be detailed and receipts will be provided.
- All materials will be approved by the General Manager of the Sports Complex.

Progress Reports

- Shindig will provide a Monthly Status Report including:
 - o Current sponsor sales status
 - o Program integration and new client opportunities
 - o Status of the Sales & Sponsorship Integration Plan and Sales & Branding materials.
 - o Client negotiations and items of interest
 - o Other opportunities and information pertinent to the project.
- Shindig and the Park City Ice Arena & Sports Complex will meet monthly during the sales phase and bi-weekly during the development.

General Timeline

- *Development Phase: 60 Days*
 - o Develop framework and collect data for Sales & Sponsorship Integration Plan
 - o Develop concepts for Sales & Branding materials
 - o Site survey – assess current facility, salable locations and program integration
 - o Develop prospective client list and appropriate sales strategy
 - o Deliverables:
 - Monthly Status Report
 - Sales & Sponsorship Integration Plan and Sale & Branding Materials

- Sales Strategy & Timeline
- Sponsorship Entitlement Matrix and Pricing Guide
- Sponsorship Contract template
- *Sales Phase: Months 2 – 12*
 - o Sales Blitz including visiting prospective clients and client site visits
 - o Continue developing sales leads
 - o Deliverables:
 - Monthly Status Report and client prospect updates
 - Signed Contracts
 - Client contacts and entitlements document

The value and duration of the naming rights shall be part of the negotiations and decided on a case by case basis, but as a starting point the following can serve as a guideline:

- o Entire complex, one name for all assets = \$1,500,000
- o Ice Arena = \$1,000,000
- o Playing fields = \$ 250,000 ea.
- o Others to be decided

The City reserves the right to approve or disapprove any sponsorship. Alcohol or tobacco companies are not eligible to sponsor. No commission will be granted for sponsorship that is not approved by the City.

ADDENDUM “B”

PAYMENT SCHEDULE

\$3,500 monthly draw **deducted from commission** if naming rights are sold.

\$10,750 for development of sales materials. Receipts required for reimbursement.

- Development of the Sales & Sponsorship Integration Plan is priced at a ***not to exceed*** cost of \$6,250.00. Sales & Branding materials priced at a ***not to exceed*** cost of \$4,500.00. All expenses will be detailed and receipts will be provided for payment.

Commission:

- 10% of first \$1,000,000 raised
- 12% of anything over \$1,000,000 raised

City Council Staff Report



Author: Pace Erickson
Title: Operations Manager
Subject: Building Maintenance Cleaning Contract
Date: July 19, 2007
Type of Item: Administrative

PUBLIC WORKS

SUMMARY RECOMMENDATIONS: Authorize staff to enter into a three (3) year contract renewable annually in a form approved by the City Attorney with Resort Commercial Property Management for janitorial services in the amount not to exceed \$119,775.42 per year.

DESCRIPTION:

Topic: Janitorial services and cleaning of Nineteen City buildings.

B. Background: Over the years Park City has looked at various approaches to janitorial services. At one point, all janitorial services were performed in house by building maintenance staff. As more and more buildings and areas of responsibility were added, rather than add staff, contract labor was increased to handle the additional workload.

Contracting Janitorial service is an excellent example of how outsourcing can work in municipal operations. In this case, private business with specialized skills, training, staff and resources can perform the required duties for much less than the City can provide. And although contracting is an excellent alternative to hiring in house staff, it does have its drawbacks. Because the contractor's employees do not work directly for Park City, they have a different operating philosophy, different values, different work ethic, etc. and sometimes these differences do not mesh well with Park City's values. This has not had dramatic consequences, but it does contribute to occasional frustration from time to time.

There are currently areas in city buildings that are not included in the cleaning contract and are maintained by the City's building maintenance staff. The Library, Marsac offices and sensitive areas in the new Police Facility are examples of these areas.

C. Analysis: Staff advertised for a request for proposals in the Park Record and in the Salt Lake Tribune. Five packages were distributed and received four proposals were received.

The janitorial company will clean fourteen City buildings (approximately 90,550 sq.ft.) on varying days and times. Buildings to be cleaned under the contract are:

Marsac building
Recreation building
Racquet Club
Public Works building
Spiro Water building

Education Center
Miners Hospital Community Center
Parks and Golf building
South End Park Restrooms (summer season)
North 40-High School Fields (summer season)

Farm shed
Transit Center
Main St. Restrooms
Rotary Park Restrooms

Miners Plaza and Swede Alley restrooms
New Police Facility
Swede Alley Restrooms
Quinn's Maintenance and Restrooms

Company	Yearly Charge	Committee Ranking
Great Western Services	\$114,137.12	2
Resort Commercial Property Management	\$119,775.42	1
Anago Cleaning Services	\$155,189.00	3
Jani King	\$173,180.00	4
Aristocrat Cleaning	No Proposal	N/A

An internal review committee looked at the proposals and ranked the two lowest proposals. The criteria provided to each company and which was used for this recommendation are:

1. The variety, creativity and scope of the services to be offered to the City.
2. The proposed charges/fees to be paid to the contractor.
3. The demonstrated professional experience of the contractor, including any prior experience with Park City.
4. The demonstrated financial responsibility and business viability of the contractor and their ability to commit to a three-year contract.
5. The general attitude, ability and apparent willingness of the contractor to tenant, to cooperate and fulfill the City's requirements.
6. Overall content of proposal
7. Past customer service history
8. Acceptance of Park City service agreement

Based upon the stated evaluation criteria of which price is just one, the committee ranked Resort Commercial Property Management higher on the other evaluation criteria. Most notably is professional experience. Staff had concerns regarding Great Western Services business model and their ability to meet the needs of the contract and Park City Municipal Corporation.

Department Review:

Proposals were reviewed by Public Works. Sufficient funding is designated in the Building Maintenance budget under line item 11-40091-4520.

ALTERNATIVES:

- **Approve the Request:** Authorize staff to enter into a three (3) year contract renewable annually in a form approved by the City Attorney with **Resort Commercial Property Management** for janitorial services in the amount not to exceed \$119,775.42 per year. **(Staff recommended alternative)**
- **Deny the Request:** Hire additional staff to perform the work in-house. (staff does not recommend this alternative)
- **Continue the Item:** Re-bid the cleaning services with a more limited scope to reduce the yearly cost. (staff does not recommend this alternative)

SIGNIFICANT IMPACTS: Delaying the contract is not recommended. If delayed, greater

impacts on staff who will not be able to perform additional janitorial services will result. Resort Commercial Property Management is trained as to the City needs and has demonstrated the ability to sufficiently clean City facilities.

RECOMMENDATION: Authorize staff to enter into a three (3) year contract for building maintenance cleaning with Resort Commercial Property Management for \$119,775.42 for janitorial service to nineteen City buildings.

**PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL
SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 2007, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and RESORT COMMERCIAL PROPERTY MANAGEMENT, a Utah corporation ("Service Provider").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Addendum A" and incorporated herein (the "Project").

The total fee for the Project shall not exceed \$119,775.42 Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on Three year contract (3) 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.

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- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as
“Addendum B,” or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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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

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purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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

8. INSURANCE.

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

- A. General Liability insurance written on an occurrence basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage.
- B. Automobile Liability insurance with limits no less than five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.
- D. Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.
- E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

11. NONDISCRIMINATION.

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

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- 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

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of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its

authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

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

15. POLITICAL ACTIVITY PROHIBITED.

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

16. PROHIBITED INTEREST.

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

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

18. TERMINATION.

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

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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.

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

23. ENTIRE AGREEMENT.

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

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

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

Tom Bakaly, City Manager

Attest:

City Recorder's Office

Approved as to form:

Park City Municipal Corporation
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City Attorney's Office

SERVICE PROVIDER
RESORT COMMERCIAL PROPERTY MANAGMENT

Address: 415 Lowell
PO Box 682152
Park City, UT 84068-1842
435-649-1842
435-647-0865

Tax ID#: _____

Signature

Trent Davis

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 2007, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of _____ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (*title*) for _____, a _____ corporation.

Notary Public

Janitorial Bid

1. New Police Facility on SH 224

All cleaning to be done seven nights per week.

RESTROOMS / LOCKER ROOMS:

Pick-up all trash and place in dumpsters.

Sweep, mop and disinfect floors.

Clean and disinfect all toilets, urinals and sinks.

Clean and disinfect all countertop areas.

Wipe down mirrors.

Wash and disinfect underside of all toilets.

Restock all paper and soap products.

Clean and disinfect showers.

Wipe down toilet partitions and walls.

INTERIOR COMMON AREAS: CORRIDORS LOBBIES, STAIRS, OFFICES AND ENTRY DESK:

Vacuum all carpeting.

Sweep hard surface flooring.

Empty all trash cans, replacing bags, if necessary and pick-up trash.

Clean and disinfect water fountains.

TABLE / KITCHEN AREA:

Wipe down tables and counter tops.

ENTRANCES:

Mop all hard surfaces.

Empty trash, replace bags if necessary.

Clean entry doors and glass.

CLEANING AREAS INCLUDE

Approximate square feet including:

13,900 sq. feet of cleaning that is 60% of building

12 sinks

3 counter tops with sinks

3 urinals

12 toilets

2 water fountains

Trash removal

Janitorial Bid

2. Transit Center – Swede Alley

All Cleaning to be done seven days per week, once per night.

Daily Cleaning Projects:

RESTROOMS:

- Pick-up all trash and place in dumpsters.
- Sweep, mop and disinfect floors.
- Clean and disinfect all toilets, urinals and sinks.
- Clean and disinfect all countertop areas.
- Wipe down mirrors.
- Wash and disinfect underside of all toilets.
- Restock all paper and soap products.
- Wipe down toilet partitions and walls.

COMMON AREAS:

- Vacuum all carpeting.
- Sweep hard surface flooring, mop if necessary.
- Clean all trash can, replacing bags if necessary.

CLEANING AREAS INCLUDE:

Trash removal

Monthly Cleaning Projects:

RESTROOMS:

Scrub all hard surfaces.
Clean walls and light switches as needed.
Perform high dusting.
Brush and clean air vents.

AS NEEDED:

Spot cleaning
Check and report on any maintenance issues.
All janitorial closets are to be kept clean, sanitary and have proper MSDS Book.

CLEANING AREA INCLUDES: Approximate square feet including

265 sq. feet of stairs and landings
2488 sq. feet of tile
280 sq. feet of the entrances
8 toilets 4 urinals
8 sinks 4 vanity tops 4 mirrors
2 drinking fountains
Trash removal

Janitorial Bid

3. Marsac Building - 445 Marsac Avenue

All cleaning to be done five nights per week Sunday through Thursday.

Daily Cleaning - Projects:

RESTROOMS:

Pick-up all trash and place in dumpsters.
Sweep, mop and disinfect floors.
Clean and disinfect all toilets, urinals and sinks.
Clean and disinfect all countertop areas.
Wipe down mirrors.
Wash and disinfect underside of all toilets.
Wipe down toilet partitions and walls.

INTERIOR COMMON AREAS: CORRIDORS AND RAMPS:

Vacuum all carpeting.
Empty all trash cans, replacing bags and pick-up trash.
Clean and disinfect water fountains.

CONFERENCE ROOM:

Empty trash.
Vacuum all carpeting.
Wipe down conference table.

COUNCIL / COURT ROOM:

Empty all trash.
Vacuum in and around furniture, if necessary.

ENTRANCES:

Mop all hard surfaces.
Empty trash, replace bags if necessary.
Empty all cigarette containers.
Clean entry doors and glass.

KITCHEN AREA:

Wipe down counter top.
Clean sink.
Empty trash.
Sweep and mop floors.

Marsac Building - 445 Marsac Avenue continued

CLEANING AREAS INCLUDE:

Approximate square feet including

2036 sq. feet carpeted ramps
2,610 sq. feet carpeted halls
1,596 sq. feet carpeted courtroom
192 sq. feet wood floor break room
308 sq. feet carpeted meeting room
286 sq. feet carpeted meeting room
896 sq. feet vinyl flooring
4 water fountains
13 toilets
4 urinals
10 sinks
6 mirrors
5 vanity tops
Trash removal

Janitorial Bid

4. Education Center - 1255 Park Avenue

All cleaning to be done five nights per week Sunday through Thursday.

Daily Cleaning - Projects:

RESTROOMS:

Pick-up all trash and place in dumpsters.
Sweep, mop and disinfect floors.
Clean and disinfect all toilets, urinals and sinks.
Clean and disinfect all countertop areas.
Wipe down mirrors.
Wash and disinfect underside of all toilets.
Restock all paper and soap products.
Wipe down toilet partitions and walls.

INTERIOR COMMON AREAS: CORRIDORS AND STAIRS:

Vacuum all carpeting.
Empty all trash cans, replacing bags, if necessary, and pick-up trash.
Clean and disinfect water fountains.

SANTY AUDITORIUM:

Empty all trash.
Check for vacuuming.
Check for mopping.

ENTRANCES:

Mop all hard surfaces.
Empty trash, replace bags.
Empty all cigarette containers.
Clean entry doors and glass, if necessary.

CLEANING AREAS INCLUDE: Approximate square feet including

2,402 sq. feet of carpeted halls
1,776 sq. feet of carpeted stairs
3,780 sq. feet in auditorium – CLEAN SEVEN (7) DAYS A WEEK.
1,803 sq. feet of tile floor
24 toilets
9 urinals
12 sinks
6 mirrors
6 vanity tops
3 drinking fountains
Trash removal

Janitorial Bid

5. Farm Shed on SH 224

Cleaning to be done once a week.

RESTROOMS:

Pick-up all trash and place in dumpsters located at Public Works.

Sweep, mop and disinfect floors.

Clean and disinfect all toilets, urinals and sinks.

Clean and disinfect all countertop areas.

Wipe down mirrors.

Wash and disinfect underside of all toilets.

Restock all paper and soap products.

Wash and disinfect toilet partitions and walls.

Monthly Cleaning Projects:

RESTROOMS:

Scrub all hard surfaces.

Clean walls and light switches as needed.

Perform high dusting.

Brush and clean air vents.

AS NEEDED:

Spot cleaning

Check and report on any maintenance issues.

All janitorial closets are to be kept clean, sanitary and have proper MSDS Book.

CLEANING AREA INCLUDES: Approximate square feet including

900 sq. feet of urinal floor

2 vanity tops

Trash removal

5 toilets 2 urinals

4 sinks

2 mirrors

1 water fountain

Janitorial Bid

6. Miners Hospital - 1354 Park Avenue

All cleaning to be done seven nights per week.

Daily Cleaning Projects:

RESTROOMS:

Pick-up all trash and remove to dumpsters.
Sweep, mop and disinfect floors.
Clean and disinfect all toilets, urinals and sinks.
Clean and disinfect all countertop areas.
Wipe down mirrors.
Wash and disinfect underside of all toilets.
Restock all paper and soap products.
Wipe down toilet partitions and walls.

INTERIOR COMMON AREAS: CORRIDORS AND STAIRS:

Vacuum all carpeting on first and second floors — vacuum other areas if needed.
Sweep hard surface flooring, mop if necessary.
Empty all trash cans, replacing bags and pick-up trash.

OFFICES:

Vacuum all carpeting.
Empty trash.

KITCHEN AREA:

Sweep, mop.
Wipe down counter tops.
Clean sink.
Empty trash.

MEETING ROOMS:

Check for trash.
Check to be vacuumed.
Check to be spot dusted.

ENTRANCES:

Mop all hard surfaces.
Empty trash, replace bags.
Empty all cigarette containers.
Clean entry doors and glass, if necessary.

Miners Hospital - 1354 Park Avenue continued

AREAS: CORRIDORS AND STAIRS:

Perform hand high dusting.

Weekly Cleaning Projects:

RESTROOMS:

Scrub hard surfaces, if needed.

Wipe down and disinfect ceramic tile walls, & toilet compartment partitions.

AREAS: CORRIDORS AND STAIRS:

Perform hand high dusting and low dusting (baseboards, etc.).

Fill floor drains with water and disinfectants to prevent sewer smells.

MEETING ROOMS / OPEN ATRIUMS:

Vacuum

Dust all furniture and table tops.

KITCHEN AREA:

Scrub hard surface flooring if necessary.

CLEANING AREAS INCLUDE: Approximate square feet including

- 3,036 sq. feet of carpet
- 192 sq. feet carpeted stairs
- 335 sq. feet of tile floors
- 3 toilets
- 2 vanity tops
- 2 counter tops
- Trash removal
- 3 sinks
- 3 mirrors
- 5 table tops

Janitorial Bid

7. Racquet Club - 1200 Little Kate Road

All cleaning to be done seven nights per week.

Daily Cleaning Projects:

RESTROOMS / LOCKER ROOMS:

Pick-up all trash and place in dumpsters.
Sweep, mop and disinfect floors.
Clean and disinfect all toilets, urinals and sinks.
Clean and disinfect all countertop areas.
Wipe down mirrors.
Wash and disinfect underside of all toilets.
Restock all paper and soap products.
Clean and disinfect showers.
Check sauna and clean.
Wipe down toilet partitions and walls.

INTERIOR COMMON AREAS: CORRIDORS LOBBIES, STAIRS, OFFICES AND ENTRY DESK:

Vacuum all carpeting.
Sweep hard surface flooring.
Empty all trash cans, replacing bags, if necessary and pick-up trash.
Clean and disinfect water fountains.

TABLE / KITCHEN AREA:

Wipe down tables and counter tops.

ENTRANCES:

Mop all hard surfaces.
Empty trash, replace bags, if necessary.
Empty all cigarette containers.
Clean entry doors and glass.

CLEANING AREAS INCLUDE: Approximate square feet including

5,525 sq. feet of carpet
2,230 sq. feet of tile
21 sinks
4 urinals
2 counter tops 4 tables
8 vanity tops
19 toilets
16 mirrors
1 water fountain
Trash removal

Janitorial Bid

8. Parks and Golf Building

1800 Three Kings Drive

All cleaning to be done three nights per week Sunday through Thursday.

Daily Cleaning Projects:

RESTROOMS:

Pick-up all trash and place in dumpsters.
Sweep, mop and disinfect floors.
Clean and disinfect all toilets, urinals and sinks.
Clean and disinfect all countertop areas.
Wipe down mirrors.
Wash and disinfect underside of all toilets.
Restock all paper and soap products.
Wipe down toilet partitions and walls.

BREAK ROOM:

Empty trash cans.
Clean table and countertops.
Mop if necessary.

CLEANING AREAS INCLUDE: Approximate square feet including

- 132 sq. feet of tile floor
- 120 sq. feet of hard surface
- 2 mirrors
- 1 urinal
- 1 break room
- Trash removal
- 2 sinks
- 2 toilets
- 2 vanity tops
- 4 tables

Janitorial Bid

9. Public Works - 1053 Iron Horse Drive

All cleaning to be done six nights per week Sunday through Friday.

Daily Cleaning Projects:

RESTROOMS:

Pick-up all trash and place in dumpsters.
Sweep, mop and disinfect floors.
Clean and disinfect all toilets, urinals and sinks.
Clean and disinfect all countertop areas.
Wipe down mirrors.
Wash and disinfect underside of all toilets.
Restock all paper and soap products.
Clean and disinfect showers.
Wipe down toilet partitions and walls.

INTERIOR COMMON AREAS: CORRIDORS, STAIRS, AND ELEVATORS:

Vacuum all carpeting.
Sweep hard surface flooring.
Empty all trash cans, replacing bags, if necessary, and pick-up trash.
Vacuum elevator and tracks.

BREAK ROOM:

Vacuum and or mop, if needed.
Empty trash.
Wipe down table and countertops.
Mechanics break room sweep and empty trash.

TRAINING ROOM:

Vacuum and/or mop, if needed.
Wipe down countertops and tables, if needed.
Empty trash.

ENTRANCES:

Mop hard surfaces.
Empty trash.
Empty cigarette containers.
Clean entry doors and glass.

Public Works – 1053 Iron Horse Drive continued

Weekly Cleaning Projects:

OFFICES:

Vacuum eight (8) offices and conference room.
Empty trash in eight (8) offices and cubical office.

Monthly Cleaning Projects:

RESTROOMS:

Scrub all hard surfaces.
Clean walls and light switches as needed.
Perform high dusting.
Brush and clean air vents.

AS NEEDED:

Spot cleaning
Check and report on any maintenance issues.
All janitorial closets are to be kept clean, sanitary and have proper MSDS Book.

CLEANING AREA INCLUDES: Approximate square feet including

- 500 sq. feet of carpeted stairs and landings
- 1,800 sq. feet of carpeted office main floor
- 2,300 sq. feet of carpeted office (Upstairs – Tech Services)
- 1,396 sq. feet of slate floor office
- 516 sq. feet of hard surface hallways
- 264 sq. feet of hard surface office (2)
- 820 sq. feet in break room with 7 tables
- 546 sq. feet of locker room
- 240 sq. feet of break room for mechanics
- 7 toilets
- 4 mirrors
- Trash removal
- 5 sinks
- 2 urinals
- 4 vanity tops
- 2 drinking fountains

Janitorial Bid

10. Spiro Water Building

1884 Three Kings Drive

Cleaning to be done twice a week.

RESTROOMS:

Pick-up all trash and place in dumpsters.
Sweep, mop and disinfect floors.
Clean and disinfect all toilets, urinals and sinks.
Clean and disinfect all countertop areas.
Wipe down mirrors.
Wash and disinfect underside of all toilets.
Restock all paper and soap products.
Wash and disinfect toilet partitions and walls.

INTERIOR COMMON AREAS:

Vacuum all carpeting.
Sweep hard surface flooring, mop,.
Clean all trash cans, replacing bags.

Monthly Cleaning Projects:

RESTROOMS:

Scrub all hard surfaces.
Clean walls and light switches as needed.
Perform high dusting.
Brush and clean air vents.

AS NEEDED:

Spot cleaning
Check and report on any maintenance issues.
All janitorial closets are to be kept clean, sanitary and have proper MSDS Book.

CLEANING AREA INCLUDES: Approximate square feet including

1000 sq. feet of carpet
28 sq. feet of vinyl floor 2 toilets
2 Vanity tops 2 sinks 2 mirrors 1 water fountain
2 toilets
Trash removal

Janitorial Bid

11 & 12. Miners Plaza - Swede Alley

Restrooms

All cleaning to be done seven days per week, once per night

Daily Cleaning Projects:

RESTROOMS:

Pick-up all trash and place in dumpsters.
Sweep, mop and disinfect floors.
Clean and disinfect all toilets, urinals and sinks.
Clean and disinfect all countertop areas.
Wipe down mirrors.
Wash and disinfect underside of all toilets.
Restock all paper and soap products.
Wash and disinfect toilet partitions and walls.

Weekly Cleaning Projects:

RESTROOMS:

Wipe down and disinfect ceramic tile walls and toilet compartment partitions.
Fill floor drains with water and disinfectants.

Monthly Cleaning Projects:

RESTROOMS:

Scrub all hard surfaces.
Clean walls, thermostats and light switches.
Perform high dusting.
Brush and clean air vents.

AS NEEDED:

Check and report on any maintenance issues.
All janitorial closets are to be kept clean / sanitary and have proper MSDS Book.

Miners Hospital

225 sq. feet of tile floor
2 mirrors
Trash removal
4 sinks
4 toilets
2 urinals
2 vanity tops

Swede Alley

298 sq. feet of tile floor
2 mirrors
Trash removal
4 sinks
4 toilets
2 urinals
2 vanity tops

Janitorial Bid

13. Recreation Center- 400 Sullivan Road

All cleaning to be done five nights per week Sunday through Thursday inside building.
Public restrooms all cleaning to be done seven nights per week public restrooms. (Cleaning six (6) months approximately.)

Daily Cleaning Projects:

RESTROOMS:

Pick-up all trash and place in dumpsters.
Sweep, mop and disinfect floors.
Clean and disinfect all toilets, urinals and sinks.
Clean and disinfect all countertop areas.
Wipe down mirrors.
Wash and disinfect underside of all toilets.
Restock all paper and soap products.
Wipe down toilet partitions and walls.

INTERIOR COMMON AREAS: RECEPTION, HALLWAYS & MEETING ROOM:

Vacuum all carpeting.
Sweep hard surface flooring. Mop if necessary.
Empty all trash cans, replacing bags, if necessary, and pick-up trash.
Clean and disinfect water fountains.
Wipe down counter tops.

ENTRANCES - INCLUDING BRICK AREAS:

Mop all hard surfaces.
Empty trash, replace bags, if necessary.
Empty all cigarette containers.
Clean entry doors and glass, if necessary.

CLEANING AREAS INCLUDE: Approximate square feet including

1600 sq. feet of carpet
900sq. feet of vinyl floor
405 sq. Public restrooms feet of tile floors
256 sq. feet of tile floors
10 toilets
2 water fountains
Trash removal
4 urinals
9 sinks
5 vanity tops
4 mirrors

Janitorial Bid

14. South End Park – 1354 Park Avenue

(Approximately Cleaning April 1- Nov 1)

All cleaning to be done sever days per week, once per day, approximately April - November.

Daily Cleaning Projects:

RESTROOMS:

Pick-up all trash and remove to dumpsters.
Sweep, mop and disinfect floors.
Clean and disinfect all toilets, urinals and sinks.
Clean and disinfect all countertop areas'
Wipe down mirrors.
Wash and disinfect underside of all toilets.
Restock all paper and soap products.
Clean and disinfect showers.
Wipe down toilet partitions and walls.

Monthly Cleaning Projects:

RESTROOMS:

Scrub all hard surfaces.
Clean walls and light switches as needed.
Perform high dusting.
Brush and clean air vents.

AS NEEDED:

Spot cleaning
Check and report on any maintenance issues.
All janitorial closets are to be kept clean, sanitary and have proper MSDS Book.

CLEANING AREA INCLUDES: Approximate square feet including

380 sq. feet of cement floor
4 sinks
2 vanity tops 2 mirrors
7 toilets 2 urinals
Trash removal

Janitorial Bid

15. Middle School Restrooms

(Approximately Cleaning April 1- Nov 1)

All cleaning to be done three days per week, once per day, approximately April - November.

Daily Cleaning Projects:

RESTROOMS:

Pick-up all trash and place in dumpsters at Public Works.
Sweep, mop and disinfect floors.
Clean and disinfect all toilets, urinals and sinks.
Clean and disinfect all countertop areas.
Wipe down mirrors.
Wash and disinfect underside of all toilets.
Restock all paper and soap products.
Wash and disinfect toilet partitions and walls.

Monthly Cleaning Projects:

RESTROOMS:

Scrub all hard surfaces.
Clean walls and light switches as needed.
Perform high dusting.
Brush and clean air vents.

AS NEEDED:

Spot cleaning
Check and report on any maintenance issues.
All janitorial closets are to be kept clean, sanitary and have proper MSDS Book.

CLEANING AREA INCLUDES: Approximate square feet including

330 sq. feet of cement floor
2 vanity tops 2 sinks 2 mirrors
4 toilets 2 urinals
Trash removal

Janitorial Bid

16. High School Restrooms

(Approximately Cleaning April 1- Nov 1)

All cleaning to be done three days per week, once per day, April - November.

Daily Cleaning Projects:

RESTROOMS:

Pick-up all trash and place in dumpsters at Public Works.
Sweep, mop and disinfect floors.
Clean and disinfect all toilets, urinals and sinks.
Clean and disinfect all countertop areas.
Wipe down mirrors.
Wash and disinfect underside of all toilets.
Restock all paper and soap products.
Clean and disinfect showers.
Wash and disinfect toilet partitions and walls.

CLEANING AREA INCLUDES:

Monthly Cleaning Projects:

RESTROOMS:

Scrub all hard surfaces.
Clean walls and light switches as needed.
Perform high dusting.
Brush and clean air vents.

AS NEEDED:

Spot cleaning
Check and report on any maintenance issues.
All janitorial closets are to be kept clean, sanitary and have proper MSDS Book.

CLEANING AREA INCLUDES: Approximate square feet including

330 sq. feet of cement floor
2 vanity tops 2 sinks 2 mirrors
4 toilets 2 urinals
Trash removal

Janitorial Bid

17. Quinn's Restrooms 300

(Approximately Cleaning April 1- Nov 1)

All cleaning to be done three days per week, once per day, April - November.

Daily Cleaning Projects:

RESTROOMS:

Pick-up all trash and place in dumpsters at Quinn's Maintenance Building.

Sweep, mop and disinfect floors.

Clean and disinfect all toilets, urinals and sinks.

Clean and disinfect all countertop areas.

Wipe down mirrors.

Wash and disinfect underside of all urinals and toilets.

Restock all paper and soap products.

Wipe down toilet partitions and walls.

CLEANING AREAS INCLUDE: Approximate square feet including

480 sq. feet of cement floor

2 mirrors

Trash removal

3 sinks

6 toilets

2 urinals

2 vanity tops

4 water fountains

Janitorial Bid

18. Quinn's Maintenance Building 425

All cleaning to be done one night per week.

Daily Cleaning Projects:

RESTROOMS:

Pick-up all trash and place in dumpsters.
Sweep, mop and disinfect floors.
Clean and disinfect all toilets, urinals and sinks.
Clean and disinfect all countertop areas.
Wipe down mirrors.
Wash and disinfect underside of all toilets.
Restock all paper and soap products.
Wipe down toilet partitions and walls.

BREAK ROOM:

Empty trash cans.
Clean table and countertops.
Mop floors.

CLEANING AREAS INCLUDE: Approximate square feet including

210 sq. feet of cement floor
1 mirror
1 break room
Trash removal
2 sinks
1 toilet
1 vanity tops
1 table

Janitorial Bid

19. Rotary Park

(Approximately Cleaning April 1- Nov 1)

All cleaning to be done three days per week, once per day, April - November.

All cleaning to be done seven days per week, once per night

Daily Cleaning Projects:

RESTROOMS:

Pick-up all trash and place in dumpsters.
Sweep, mop and disinfect floors.
Clean and disinfect all toilets, urinals and sinks.
Clean and disinfect all countertop areas.
Wipe down mirrors.
Wash and disinfect underside of all toilets.
Restock all paper and soap products.
Wash and disinfect toilet partitions and walls.

Weekly Cleaning Projects:

RESTROOMS:

Wipe down and disinfect ceramic tile walls and toilet compartment partitions.
Fill floor drains with water and disinfectants.

Monthly Cleaning Projects:

RESTROOMS:

Scrub all hard surfaces.
Clean walls, thermostats and light switches.
Perform high dusting.
Brush and clean air vents.

AS NEEDED:

Spot cleaning
Check and report on any maintenance issues.
All janitorial closets are to be kept clean / sanitary and have proper MSDS Book.

Rotary Park continued

CLEANING AREA INCLUDES: Approximate square feet including

170 sq. feet of cement floor

2 mirrors

2 sinks

2 vanity tops

2 toilets

1 urinals

Trash removal

Bid Schedule

		<u>Yearly Cost</u>	<u>Monthly Cost</u>
1. Police Building		\$25,204.00	\$2,100.34
2. Transit Center		\$8,922.12	\$743.51
3. Marsac Building		\$11,228.19	\$935.68
4. Education Center (Auditorium cleaning 7 nights a week as per RFP)		\$16,746.24	\$1,395.52
5. Farm Shed		\$684.00	\$57.00
6. Miners Hospital Community Center		\$7,807.68	\$650.64
7. Racquet Club		\$19,011.49	\$1,584.29
8. Parks & Golf Building		\$1,777.21	\$148.10
9. Public Works Building (Clean offices one time a week.)		\$7,680.00	\$640.00
10. Spiro Water Building		\$1,365.72	\$113.81
11. Miners Plaza		\$2,836.41	\$236.36
12. Swede Alley		\$2,836.41	\$236.36
13. Recreation Building		\$5,148.36	\$429.03
14. South End Park Restrooms	6 months only	\$1,418.04	\$236.34
15. Middle School	6 months only	\$594.50	\$99.08
16. High School Fields	6 months only	\$594.50	\$99.08
17. Quinn's Restrooms	6 months only	\$635.79	\$105.96
18. Quinn's Maintenance Building		\$534.06	\$44.50
19. Rotary Park (3 days a week)	6 months only	\$594.50	\$99.08
Total Bid for Cleaning Services		<u>\$115,619.22</u>	<u>\$9,954.68</u>

Please note that a portion of the Monthly bid amount is only charged 6 months out of the year.

Bid Schedule continued

NOTE: See Exhibit A – Scope of Services for specifications for each building. Park City Municipal will supply equipment, chemicals, cleaning supplies and paper and soap products. This bid proposal includes all labor, any overhead costs involved, such as 24-hour emergency response, communication devices, facility management software, insurance, secretarial and vehicle costs.

Additional costs per hour for: Response to special events or emergencies which Include:

Extra Non-Holiday, Normal Business Hours Cleans (Monday – Friday, 5:00pm – 11:30pm)	\$17.00 per person, per hour
After-Hours and Holiday Cleans	\$23.00 per person, per hour
Special Events Cleans (Example: Sundance)	\$28.00 per person, per hour
Floor scrubbing	\$18.00 per person, per hour

Additional Notes:

- RCPM requests a 10 business days advance notice for non-emergency, special event or holiday cleans.
- RCPM accepts the Park City Municipal Janitorial contract as per the bid package.


Authorized Signature

6/22/07
Date

Trent Davis
Print Name

President
Title

Resort Commercial Property Management
Company

*See Attached Addendum #1: Pages 35 - 36



A facsimile from

Trent Davis
RCPM
435-731-0115

To: Pam -Park City Municipal- Public
Works
Fax number: 615-4904

Date: 6/22/2007

Regarding: Addendum #2 to Janitorial Cleaning bid for Resort Commercial

Comments: Pam: Please insert two copies of this Addendum #2 into Mike Lennon's Bid Package and 1 copy into Pace Erickson's package.

This Addendum replaces the Addendum #1 in the Bid package submitted on Friday 6/22/07

Should you have any questions please phone 435-731-0115

Addendum #2 to Janitorial RFP Park City Municipal Corporation

**This Addendum #2 replaces the Addendum #1 in the
RCPM Bid Proposal submitted 6/22/07**

The items listed below were ~~not~~ included in the bid from Resort Commercial Property Management but are services that have been preformed by RCPM for the past several years.

As per city request RCPM has revised their original proposal to include the elevators and Racquet Club offices from Addendum #1 to this Addendum #2.

Should the City wish to increase the level of services provided, RCPM would be happy to give a bid on these items or any others suggested by the city.

Elevators:

All Cleaning to be done Three times per week, once per day. Monthly bids:

China Bridge: \$91.35 per month. No storage exists so RCPM must pick cleaning supplies at Marsac and transport to the location and then return cleaning supplies.

Education Center: \$45.00 per month.

Transit Center: \$45.00 per month

Public Works: \$45.00 per month

Transit Center:

Provide once a month floor scrubbing

Marsac:

Weekly or as needed dust Council Chambers

Every two weeks dust pictures / artwork in hallways

Monthly scrubbing of restroom floors and entry floors

Education Center:

Start cleaning after 9:00pm

Wait until movies are finished to clean Auditorium- Typically 11:00pm

Scrub restroom floors monthly

Unclog toilets on first floor on a regular basis

Was cleaning the Auditorium 3 days a week.

Racquet Club:

Clean second floor offices two days a week: \$120.00 per month

Monthly high dusting of hallways and restrooms

Floor Scrubbing every three months

Clean baseboards as needed

Public Works:

Use RCPM backpack to vacuum under desk weekly

Clean baseboards as needed

Was cleaning the offices twice per week.

Miners Plaza and Swede Alley Restrooms

Scrub floors every 2 months

Do detail clean monthly

Recreation Center

Scrub floors every two months

Do detail clean of exterior restrooms every three months

South End Restrooms:

Scrub floors every two months

Do detail clean every two months

City Council Staff Report



Author: Eric DeHaan, P.E.
Department: Executive
Subject: Professional Services Agreement
with H.W. Lochner, Inc., for
Bonanza Drive
Date: July 19, 2007
Type of Item: Legislative

CITY ENGINEER

Summary Recommendations:

The City Council should authorize the City Manager to sign the Professional Engineering Services Agreement with H.W. Lochner, Inc., to provide a concept design and a 20-year corridor plan for Bonanza Drive, in the amount of \$73,000.

Description:

Topic:

Bonanza Drive was identified as the location of numerous walkability and bikeability issues as part of the recent Walkability Study. Although not all of these identified issues rise to the level of needing a constructed solution, the Staff believes further study is necessary. Bonanza Drive will be under construction in 2009 for a major water line, and while the road is being put back together Staff wants to include as many feasible pedestrian and bike improvements as possible. For those improvements such as regional and neighborhood connections that extend beyond the scope of the 2009 Bonanza reconstruction, a 20-year Corridor Plan is recommended so that project-specific approvals in the Park/Bonanza District can be integrated. This conceptual design contract with H.W. Lochner, Inc. will result in that 20-year Corridor Plan as part of the work product.

Background:

Park City has approved numerous resort-related land development projects in the south end of town. Generally the City rises from an elevation of 6,800 MSL at Bonanza Drive to 9,200 in the Empire Pass area of upper Deer Valley. In order to serve the new developments with culinary water, it is necessary to upgrade the water line within Bonanza, installing a 12-inch water line to connect the Boot Hill Pump Station (currently under construction) with an existing 12-inch ductile iron water pipe at the corner of 12th and Woodside, using Bonanza as the corridor. The necessary water trench will be seven (7) feet deep and about ten (10) feet wide and will need to be placed approximately in the middle of Bonanza to avoid the various underground utilities which occupy both sides of the road. The water line portion of the project will extend completely across the busy intersections of S.R. 248 and Bonanza as well as Bonanza and Deer Valley Drive (S.R. 224). On the south end, the water line will need to cross City Park and Park Avenue.

In addition to the water line component of the project, Park City desires to use a UDOT grant it has received for Bonanza Drive to implement some of the pedestrian

improvements such as crosswalks, sidewalks, and bike paths, recognizing constraints such as rights-of-way and commercial driveways that may limit these pedestrian improvements. Landscaping improvements will also be a part of the ultimate construction project. Separate from the longer-term issues related to Bonanza, the staff intends to re-stripe the existing crosswalk at Iron Horse Drive and to paint a new crosswalk on Bonanza at the north side of Prospector Avenue.

Analysis:

Park City hired the respected engineering firm InterPlan Company in 2006 to assist Park City in considering short-term and longer term traffic growth on Bonanza Drive. InterPlan reported that level of service conditions for vehicles will decline by 2011 and discussed numerous alternatives that would extend the satisfactory life of Bonanza. Those improvements, which will be reviewed by H.W. Lochner as part of the concept design and corridor study, include:

1. Driveway Position and Design
2. Eliminating Driveways
3. Restricting Driveways to Right in/Right out
4. Improving School Bus loading and travel patterns
5. Improving Park City Transit patterns
6. Redirecting traffic, such as improving access to the Anderson Lumber site off S.R. 248
7. Constructing a median

Along with the Walkability recommendations, those improvements need to be studied now so the 2009 water line project together with road improvements and pedestrian/bike improvements are not delayed.

Park City is a historic mining town which has re-invented itself as a world-class resort community. Bonanza Drive in central Park City is an arterial road which serves multiple purposes: it is a key pedestrian corridor, it is a vital utility corridor, it carries bicycles with a variety of tire widths, it carries visitors to Deer Valley Resort and Park City Mountain Resort, as well as the historic Main Street district, and it carries employee and service vehicles. Bonanza also serves as access to numerous commercial businesses and offices as well as residential projects along its length, many of which have little or no alternative access. Current ADTs on Bonanza are about 7,000 VPD with even more vehicles on peak ski days during the winter season and during peak special events such as Sundance Film Festival.

Budget considerations enter into the Bonanza Drive discussion as well. The water line described above has its own funding in the Council-approved budget, namely \$300,000 in FY 2007 and \$1,650,000 in FY 2009 under CP0141. In addition, CP0097 includes \$300,000 in FY 2008 (where the Lochner contract will be charged) and \$1, 536,000 in FY 2009. This money includes the \$1 million grant from UDOT's Small Urban Areas Program.

None of the grant proceeds can be used for the water line, and the funds described above will not begin to cover the cost of a pedestrian underpass. Cost estimates for expensive walkability issues like an underpass will be evaluated in anticipation of a possible bond election in November, 2007.

The contract with H.W. Lochner, who will use Fehr and Peers as a sub-consultant to deal with walkability/bikeability planning, will create a conceptual design for Bonanza that integrates the planning for and/or actual construction of the various issues.

Consistent with Park City's purchasing policy, the Staff solicited Statements of Qualifications from 15 planning/engineering firms. Responses were submitted by three (3) qualified firms, H.W. Lochner, Inc. (partnering with Fehr and Peers), Morrison-Maierle, Inc. (partnering with InterPlan) and Stantec. Staff interviewed Lochner and Morrison-Maierle in depth and our interview team, consisting of Eric DeHaan, Jerry Gibbs, Jonathan Weidenhamer, Kent Cashel, Patrick Putt, and Gary Hill, recommends Lochner. This contract is not-to-exceed \$75,000 for the scope of services described in the contract, a copy of which is attached. Lochner and their subconsultant, Fehr and Peers, have the professional experience with construction, pedestrians, bikes, and traffic to optimize the Bonanza concept plan.

Department Review:

This report has been reviewed by the interview team enumerated above, which will act as a steering committee throughout the design and construction of Bonanza. This report has been further reviewed by Executive. The Professional Services Agreement has been reviewed by Legal. All concerns raised up to this point have been resolved.

Alternatives:

Approve the Request:

The City Council can authorize the City Manager to enter into the Professional Services Agreement with H.W. Lochner, Inc. in the amount of \$73,000. **This is Staff's recommendation.**

Deny the Request:

The Council can deny the request, which will jeopardize our \$1 million grant from UDOT because the necessary environmental assessment may not be completed in time. The environmental assessment is not included in this phase, but a conceptual design that allows for rapid environmental assessment completion is included.

Continue the Item:

If the Council desires more information, the item can be continued to the next available meeting.

Significant Impacts:

This contract will cost \$75,000 for planning of the 2009 Bonanza Drive project. The construction in 2009 will have significant impacts to pedestrians, bicycles, and vehicles, but those impacts will be even greater without professional engineering services.

Consequences of Not Taking the Recommended Action:

It would be possible to move directly into the final design for Bonanza Drive, but Staff would not be clear on which constructed elements should be included in that scope. Our environmental clearance for our grant could be delayed, which would jeopardize the grant.

Recommendation:

The City Council should authorize the City Manager to sign the Professional Engineering Services Agreement with H.W. Lochner, Inc., to provide a concept design and a 20-year corridor plan for Bonanza Drive, in the not to exceed amount of \$75,000.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 19th day of July, 2007, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and H.W. Lochner, Inc., a Utah corporation ("Service Provider").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Addendum A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed \$75,000.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on November 15, 2007 or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

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

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

4. REPORTS AND INSPECTIONS.

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

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

- A. General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and three million dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage. The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3. The first increase to Two Million Dollars (\$2,000,000) combined single limit per occurrence will take effect July 1, 2007.
- B. Automobile Liability insurance with limits no less than five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.
- D. Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.
- E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

11. NONDISCRIMINATION.

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

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

12. ASSIGNMENTS/SUBCONTRACTING.

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

13. CHANGES.

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

- A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The

Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

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

16. PROHIBITED INTEREST.

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

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

18. TERMINATION.

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

services performed in accordance with the manner of performance set forth in this Agreement.

19. NOTICE.

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

20. ATTORNEYS FEES AND COSTS.

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

21. JURISDICTION AND VENUE.

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

22. SEVERABILITY.

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

23. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are

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

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

ADDENDUM “A”

SCOPE OF SERVICES - Bonanza Drive Corridor and Pedestrianization Plan

Task 1 Project Management.

Lochner will conduct regular meetings with Park City Municipal, prepare monthly invoices, provide quality control and assurance, and manage subconsultants.

Task 2 Public Involvement

Broad-Reaching Community Involvement. Lochner will distribute Information and solicit input from the public through:

- Education and collection of comments at established community meetings and events (assume 2)
- Interactive project website
- Media relations
 - *Park Record* (assume 2 press releases or interviews)
 - KCPW and Blair Feulner's *Local News Hour*
- Project comment booths at White Pine Touring, Einstein's Parking Lot, or nearby trail heads (assume 2 days)

Focused Collaboration. Lochner will develop an advisory committee representing:

- Local businesses
- Bicyclists
- Pedestrians
- City staff
- Other affected stakeholders, such as Sundance Film Festival participants

Advisory committee meetings will identify the needs/problems and potential solutions and provide on-the-spot visualization so members can see what potential solutions could look like. It is assumed that Locher will conduct two (2) committee meetings.

The results of the public involvement activities will be summarized in a brief public involvement report.

Task 3 Evaluate Bicycle and Pedestrian Needs (Fehr and Peers)

Data Collection. Fehr & Peers will collect traffic, bicycle, pedestrian, and dog counts in the following locations:

- Bonanza Drive/Kearns Boulevard
- Bonanza Drive/Munchkin Drive
- Bonanza Drive/Rail Trail crossing
- Bonanza Drive/Upper Iron Horse Loop
- Bonanza Drive/Deer Valley Drive
- Bonanza Drive/Prospector Avenue

Counts will verify mode split, directional patterns, and crossing patterns (degree to which pedestrians use marked crosswalks instead of jaywalking). Counts will be conducted for a four-hour period on a day-of-week specified by Park City staff; the intent is to capture the peak period for bicycle and pedestrian traffic. Fehr & Peers will also conduct a gap study, to determine whether there are sufficient opportunities for bicycles and

pedestrians to cross Bonanza Drive; this will require collection of 24-hour traffic volumes and speed data using tube counters. In addition, Fehr & Peers will verify roadway characteristics of Bonanza Drive to determine bicycle and pedestrian level of service. Fehr & Peers will also obtain, where available, collision data from Park City on Bonanza Drive.

Fehr & Peers will determine bicycle and pedestrian level of service (B/PLOS) for Bonanza Drive. The analysis will build on the recommendations contained in the Park City Walkability Study, and verify that the conceptual improvements proposed in the study are appropriate. Fehr & Peers will use the B/PLOS model to determine:

- What is the existing B/PLOS along Bonanza Drive?
- What LOS will be achieved with the proposed improvements?
- Is a higher or lower LOS considered more appropriate? If so, what improvements would that entail?

Fehr & Peers will also conduct a pedestrian signal warrant study to determine whether a pedestrian signal is appropriate at the Bonanza Drive/Rail Trail intersection. Fehr & Peers will use standard guidelines (from the Manual of Uniform Traffic Control Devices, or MUTCD) to make signal recommendations.

Recommendations. Based on the analysis completed in the previous tasks, Fehr & Peers will make recommendations for bicycle and pedestrian improvements. Recommendations will be included in a technical memorandum, summarizing the work efforts and analysis completed as part of this project. If a pedestrian signal is warranted, Fehr & Peers will research innovative pedestrian signal treatments that maximize traffic flow while still providing safe passage for non-motorized users. Fehr & Peers will provide graphics and visual simulations as necessary to demonstrate the proposed concepts.

Task 4 Develop Corridor Plan

Lochner will develop a 20 year corridor plan for Bonanza Drive in a technical memo format that recommends phased roadway improvements to meet future travel demand. The goal of corridor plan is to provide a transportation facility that complements the surroundings and is an asset to the community. The technical memo will address intersection types, future traffic lanes, and bus stops. The technical memo will also address all modes of transportation including bicyclists, pedestrians, and transit users and will incorporate comments received during the public involvement activities. Access control will also be addressed to improve safety and maximize efficiency.

Lochner will recommend criteria for the Maintenance-of-Traffic Plan during the construction of the water line to accommodate access for businesses, bicycle and pedestrians, trails, and special events.

Task 5 Environmental

Lochner will define a proposed action and provide a recommendation for the type of environmental document required for the proposed action. Lochner will prepare a purpose and need statement and develop an initial alternative or alternatives that meet the purpose and need. In addition, Lochner will identify any key environmental resources on the corridor that may need to be avoided such as 4(f) properties. The purpose and need statement and environmental findings will be incorporated into the Corridor Plan Technical Memo.

ADDENDUM B
PAYMENT SCHEDULE FOR EXTRA WORK

LABOR

Name	Position	Hours	Actual Rate	Adjusted Rate *	Total
Tyler Robirds	Principal-in-Charge	0	\$ -	\$ -	\$ -
Scott Lucas	Project Manager	0	\$ 61.54	\$ 61.54	\$ -
H.G. Kunzler	Project Manager	0	\$ 55.29	\$ 55.29	\$ -
Brad Lucas	Project Manager	96	\$ 43.27	\$ 43.27	\$ 4,153.92
Jason Phillips	Project Manager	0	\$ 56.73	\$ 56.73	\$ -
Kim Clark	Public Involvement & Facilitation Lead	0	\$ -	\$ -	\$ -
Gene Cline	Project Engineer	0	\$ 37.02	\$ 37.02	\$ -
Barbara Bunting	Sr. Accountant	8	\$ 33.17	\$ 33.17	\$ 265.36
Andrea Clayton	Environmental Engineer	0	\$ 37.02	\$ 37.02	\$ -
John Gaster	Project Engineer	0	\$ 39.42	\$ 39.42	\$ -
Amber Cypers	Project Engineer	0	\$ 27.00	\$ 27.00	\$ -
Catherine Curtis	Public Involvement Writer / Graphics	0	\$ 26.44	\$ 26.44	\$ -
Brian Nabors	CADD Tech	40	\$ 20.75	\$ 20.75	\$ 830.00
Crystal Garstang	Design Engineer	0	\$ 27.88	\$ 27.88	\$ -
Carlye Sommers	Project Acct. / Engineering Asst.	0	\$ 15.90	\$ 15.90	\$ -
Gale Padgett	Right-of-Way Coordinator	0	\$ 28.00	\$ 28.00	\$ -
Maxine Peltier	Admin Assistant	0	\$ 13.00	\$ 13.00	\$ -
Esther May	Accountant	0	\$ 17.50	\$ 17.50	\$ -
Elizabeth Droge	Design Engineer	0	\$ 28.85	\$ 28.85	\$ -
Todd Perkins	Project Manager / Project Engineer	0	\$ 37.71	\$ 37.71	\$ -
Layne Schaugaard	Right-of-Way Lead	0	\$ 55.00	\$ 55.00	\$ -
Brian Bonell	Design Engineer	96	\$ 28.85	\$ 28.85	\$ 2,769.60
Randi Shover	Public Involvement Specialist	144	\$ 25.48	\$ 25.48	\$ 3,669.12
Rhett Blake	Project Engineer	0	\$ 34.13	\$ 34.13	\$ -
Cathy Robirds	Admin Assistant	0	\$ 14.50	\$ 14.50	\$ -
Nicole Williams	Engineering Intern	0	\$ 14.00	\$ 14.00	\$ -
Chris Price	Design Engineer	0	\$ 24.76	\$ 24.76	\$ -
Ross Peterson	Environmental & Transportation Planner	0	\$ 26.44	\$ 26.44	\$ -
Ben Shewell	Engineering Intern	0	\$ 11.50	\$ 11.50	\$ -
Dan Noziska	Project Manager	0	\$ 46.39	\$ 46.39	\$ -
Deloy Dye	Resident Engineer	0	\$ 42.00	\$ 42.00	\$ -
Rachel Geerdes	Bookkeeper	0	\$ 15.60	\$ 15.60	\$ -
Vickie Rhea	CADD Tech	0	\$ 21.27	\$ 21.27	\$ -
Jeff Sims	Drainage Engineer	0	\$ 46.15	\$ 46.15	\$ -
John McNeil	IT Administrator	0	\$ 25.50	\$ 25.50	\$ -
Mason Bouck	Design Engineer	0	\$ 28.85	\$ 28.85	\$ -
Natalie Mock	Project Engineer	0	\$ 36.54	\$ 36.54	\$ -
Jessica Green	Public Involvement Coordinator	0	\$ 17.79	\$ 17.79	\$ -
Robert Hoffelz	Engineering Intern	0	\$ 11.50	\$ 11.50	\$ -
Saffron Capson	Planner	104	\$ 23.32	\$ 23.32	\$ 2,425.28
Chris Smith	Entry Level Engineer	0	\$ 23.08	\$ 23.08	\$ -
Trisina Dickerson	Marketing Assistant	0	\$ 16.00	\$ 16.00	\$ -
Elizabeth Cowans	Admin Assistant / Receptionist	32	\$ 15.25	\$ 15.25	\$ 488.00
Laynee Jones	Project Manager / Environmental Engineer	64	\$ 51.78	\$ 51.78	\$ 3,313.92
John Matern	Entry Level Engineer	0	\$ 23.63	\$ 23.63	\$ -
Vaughn Nelson	Entry Level Engineer	0	\$ 23.13	\$ 23.13	\$ -
Melissa Powell	Entry Level Engineer	0	\$ 23.13	\$ 23.13	\$ -
Michael Lee	Engineering Intern	0	\$ 11.50	\$ 11.50	\$ -
Brian Shewell	Drainage Project Manager	0	\$ 36.54	\$ 36.54	\$ -
Brian Kolbe	Entry Level Engineer	0	\$ 24.13	\$ 24.13	\$ -
			\$ -	\$ -	\$ -

*Rate adjustment to account for raises during project duration.

Subtotal	584	\$ 17,915.20
Overhead		170.94% 30,624.24
Direct Labor plus Overhead		\$ 48,539.44
Fee		12.00% 5,824.73
Total Labor Cost		\$ 54,364.18

DIRECT EXPENSES

Miscellaneous	Postage, Freight, Supplies	\$ 1,260.00
Travel	Mileage, Auto, Airfare, Meals, Lodging	232.80
Mapping/Photos/Survey	Maps, Film, Photography, Processing	-
Printing/Xerox	Copies, Printing, Plots	165.00
Telephone	Telephone, Fax	200.00
Computer	Technology Charge, Software	-
Total Direct Expenses		\$ 1,857.80

SUBCONTRACTORS

Fehr and Peers	\$ 16,568.00
Total Subcontractors	\$ 16,568.00

TOTAL	\$ 72,789.98
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