PARK CITY
1884

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JULY 9, 1998

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, July 9, 1998.

AGENDA

Closed Session - City Council Chambers - Lower Level

2:30 p.m. Property acquisition

Work Session - City Council Chambers - Lower Level

2:45 p.m. City Council questions and comments
3:00 p.m. Entry way trails
3:15 p.m. Olympics: use of City property
4:45 p.m. Space needs
5:30 p.m. Review of regular meeting

Regular Meeting - City Council Chambers - Lower Level

6:00 p.m.

I ROLL CALL

II PUBLIC INPUT

III COMMUNICATIONS FROM COUNCIL AND STAFF

IV WORK SESSION NOTES OF JUNE 11, 1998

V PUBLIC HEARING

1. Ordinance approving the Tauber Replat of Lots 85-86 of Thaynes Canyon 1 Subdivision, Park City, Utah

2. Ordinance approving the first amendment to the Cove at Eagle Mountain Record of Survey located at Gallivan Loop and Meadows Drive, Park City, Utah

3. Ordinance approving the 2900 Deer Valley Drive Record of Survey, an amendment to The Lodge at Deer Valley plat located at 2900 Deer Valley Drive, Park City, Utah

VI CONSENT AGENDA

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4. Award of contract to Sierra Computers Computer Systems

5. Authorization to enter into a grazing lease with Charles Gillmor in Round Valley

6. Authorization to enter into a contract with ICF Kaiser in an amount not to exceed $25,000 for Snow Creek environmental assessment

7. Authorization to enter into a contract with Bio-West in an amount not to exceed $3,000 for the noise element of the environmental assessment for Snow Creek

VII NEW BUSINESS

1. Resolution outlining a policy statement regarding the vacation of public right-of-ways within Park City, Utah

2. Award of contract to Montgomery Watson for Woodside Avenue reconstruction project/planning phase in an amount not to exceed $50,000

3. Authorization to staff to proceed with purchase of 40 acres in Round Valley from Russ Wong in the amount of $300,000

VIII ADJOURNMENT

Posted: 7/6/98
Reposted: 7/8/98

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
JULY 9, 1998

Present: Mayor Brad Olch; Council members Hugh Daniels; Roger Harlan; Shauna Kerr; Chuck Klingenstein; and Paul Sincock

Toby Ross, City Manager; Jerry Gibbs, Public Works Director; Linda Cook, Special Projects Manager; Frank Bell, Olympic Planning Director; Rick Lewis, Community Development Director; Meg Ryan, Planner; Mark Harrington, Deputy City Attorney; Eric DeHaan, City Engineer

1. **Council questions and comments.** Hugh Daniels reported that he will be meeting with the Chamber and Bob Johnston about use of the Racquet Club and coming back to Council with a recommendation regarding purchasing flooring for conventions. He invited Council's approval before he proceeded; there was no opposition. There was discussion about the 4th of July parade. The Historical Society's 100th Great Fire anniversary party was a great success. Mr. Daniels asked about the status of landscaping the traffic calming island. The Mayor questioned if the device is still necessary with the reconfiguration of the intersection at Deer Valley Drive and Bonanza. Jerry Gibbs explained that Leigh, Scott & Cleary performed a follow-up after the traffic light was installed. There is still a reduction of tourist traffic in Old Town because of the traffic calming island. Hugh Daniels added that he is not in favor of getting rid of it, but would like it to look better.

There was discussion about the McLeod Creek trail which will extend to Brookside. Shauna Kerr complimented the first Farmers Market at the Park City Mountain Resort which will be held every Wednesday. She received a complaints about splinters on the Prospector Park playground equipment. She called Iris Loiselle in response to her letter to the editor to explain that the Council participated in the parade and the reasons candy is not thrown from the floats. There was discussion about handing out candy to kids in future parades. Jerry Gibbs reported on the status of the landscaping of the Public Works Building. Ms. Kerr stated that she received a call from Mary Wintzer who is interested in having a bench or picnic table as part of this landscaping project near her laundry.

Chuck Klingenstein brought up inspection of vehicles as it relates to air quality. He received a call from a constituent who is concerned about pollution from all of the construction in the area and emissions from diesel vehicles. Some jurisdictions have the resources to respond to complaints and inspect vehicles. There was discussion about emissions being under the state's authority. Mr. Klingenstein pointed out that the Park City Mountain Resort will be building a private skateboard park, but there are kids who may not be able to afford to use it. The shuffleboard area in City Park is rarely used and he suggested installing a "mini-skateboard" facility. Roger Harlan understood that the conditional use approved by the Planning Commission is for only one year, and recommended that instead of investing in a mini-facility, establish a subsidy program for kids who couldn't afford the resort. He felt that the resort skateboard park should be provided a fair opportunity and not have two going simultaneously. Mr. Klingenstein emphasized that the park is a logical place for kids and a skateboard park. Paul Sincock stated that he doesn't have a problem with it but would like to see a plan for the lay-out as it will impact other users of the park. The City Manager asked if staff should come back to Council with alternatives. The Mayor advised to keep this very simple and pointed out that summer is well underway.

Roger Harlan commented on the "pride of ownership" in Silver Meadows where many employees reside and the success of this affordable housing project. The Mayor advised that a Courchevel delegation will visit Park City next winter.

2. **Entryway trails.** See staff report. Linda Cook described the location of the trail and that it will be soft-surfaced. Paul Sincock pointed out that the project is some $700,000 and asked if that is comparable to cost of trails. Linda Cook pointed out that this number is a total of the funding sources. Ms. Cook stated that assuming the City were to take advantage of an ISTEA award, the base figure is $296,000. She discussed possible funding sources and explained that the City could obtain ISTEA funds but it will take a year longer. Hugh Daniels stated that he cannot support Option 1. As much as he would love to have the trail done this year, he cannot give up the ISTEA money. It may be rolled over to a future phase, but it is possible that will go away; he leans toward Option 2. The City Manager explained that the City is in the middle of a design-build process, because the City understood it received UDOT approval, but subsequently learned that the FHWA would not do it without an experimental process. Linda Cook was able to learn today what that might involve and it is conceivable that within 30 days, the City could obtain an experimental permit, but there is no standard as it has only been done on a couple of big projects. Thirty days is the shortest time, but a possibility. This would enable progress on the trail this year, use ISTEA funds, and use a process that will save money itself. Mr. Ross stated that the City would be faced with going ahead at that point and staff's recommendation is slightly modified from what is in the staff report, which is to go forward with the design-build with an effort to secure an experimental permit so that ISTEA funds could be used. Staff feels the odds are high that a grant could be rolled over, but only if there is a project to roll it over to; the logical project being Phase 3, the extension from the barn to the road. Paul Sincock pointed out that the City has sufficient funds budgeted for trails and is concerned about the delay of installing trails on the west side. Ms. Kerr agreed and stated she is reluctant to wait and is willing to gamble on this project. Roger Harlan stated that he favors moving ahead.

Chuck Klingenstein was concerned about projects that will be affected if the ISTEA grant falls through and the Council authorizes the additional $210,000. He understood that Council won't know what projects will get bumped next year, but there is enough money this year in the event ISTEA fails. Ms. Kerr felt that if Phase 2 is completed, there will be public support to fund Phase 3. Mr. Harlan pointed out that Sun Valley floated a $12 million bond for trails; he would like the City to move ahead. Hugh Daniels added that the staff report didn't have the information which the City Manager provided which is moving forward and trying to obtain the agreement to allow the City to complete a design-build. Linda Cook stated that staff will proceed with the experimental permit application. If it all falls apart, she understood that the majority of Council is willing to support funding the trail.

3. **Olympics: use of City property.** Frank Bell stated that the City has been approached by a half dozen potential clients over the last few months about the possibility of renting facilities such as the Racquet Club, portions of the Library and Education Center, Miners Hospital, City Park, the Barn, Burnis Watts property, and the old sewer treatment plant site. There is strong interest in the Racquet Club, Education Center, and Miners Hospital and open space for technical facilities. There are a variety of opportunities and pressures. Mr. Bell continued that he is hearing mainly from folks directly connected with the Olympics such as Olympic Properties of the United States and some of the ski federations. We have not yet heard from the National Organizing Committee, the competitive teams themselves, or specific sponsors. However, Joan Calder of the Chamber/Bureau, is hearing from them and it is just a matter of time. He felt it important that the Council have some policies in mind at this time. Assuming that Council wants to put City property on the market for Olympic uses, the properties that are off-limits should be identified. Mr. Bell asked if Council wants to establish the value for these properties in-house, hire a consultant for appraisals, or contract with an event management firm. The last consideration is legacy and the sorts of things, other than hard dollars, that the Council may want in return for use of City property. He referred to an inventory of City-owned property, and encouraged the Council to think about space like Swede Alley and parking facilities. All of those properties will be in demand.

Paul Sincock felt there are different categories of properties; if a corporate sponsor wants to renovate the Barn or the Watts garage, then use could be rent-free. There are other properties like the Education Center that are ready to be occupied. Mr. Bell agreed that this could be an approach and there may be interest in making a longer-tem investment in the community. Mr. Bell asked Council if there are properties that are off-limits. Roger Harlan brought up the example of indoor tennis patrons, who probably could support not using the Racquet Club if for instance, the Barn is renovated. There are some properties that can be used, and some that are problematic. The Mayor felt this is a good point and relayed that he and Mr. Bell have discussed this often. He added that there are many properties that can generate a lot of dollars, and Council should consider what legacies can be created after the Games. There will be inconvenience to residents simply because the Olympics are here. He stated that the goal should be to generate dollars for the City to make the Olympics cost-effective and properties present an opportunity to do this. The Mayor felt there will be enough revenue available after the Games to create legacies. Three and a half years is enough time to determine what these legacies will be and to gain public support. Shauna Kerr felt that in order to sell the community, the legacy must have a close enough nexus. For instance, tennis players may appreciate discounted tennis fees in exchange for not having access to the Racquet Club during the Olympics. The Mayor agreed and suggested that there could be capital improvements at the

Racquet Club. Ms. Kerr pointed out that the Olympics have been addressed in lease terms, and tenants should already be on notice.

Paul Sincock stated that he is in favor of renting everything. There are costs incurred by the City in hosting the Games and there is a legacy element. There may be City costs in exiting the facilities and continuing to conduct regular business, that need to be considered. Frank Bell anticipated that the Racquet Club could be used for a period of 25 to 28 days during the month of February 2002 and possibly in March. One of the anticipated uses of the Education Center is for technical purposes and improvements would enhance what is already there. Properties like the Watts property could be rented on a longer term basis and there are different grades of property. The Gillmor property would lend itself well for parking. He asked if Council would like staff to establish a process internally, form some sort of a task force, or hire someone to do it. It could be handled on a case-by-case basis or packaged into one deal with SLOC. Mr. Bell understood that Council is reasonably comfortable with what is happening at this point, and is more interested with things on a case-by-case basis than in some sort of a package.

Ms. Kerr noted that Council has not discussed where public events will be hosted for the community. Chuck Klingenstein felt it important to determine future goals on specific properties. There is no reason why improvements can't be made before the Olympics so the public actually sees the benefits. The Mayor didn't disagree but added that the process may be bogged down with identifying goals for each property. The City Manager suggested that staff may be able to formulate an overall budget in terms of what it can anticipate in revenues and amenities, but targeting each property would involve a lot of time and speculation. Chuck Klingenstein recommended an RFP process for leasing properties.

Mr. Bell continued that the Racquet Club facility is desirable for hospitality or a work-out and training facility. He pointed out that the hospitality people are probably farther along than the national organizing committees and technical people. Hugh Daniels stated that he wants to look at all of the buildings, however, his first concern is what is needed to provide the services of the City. Everyone will have to share in the inconvenience. His preference is to keep leasing in-house. Frank Bell responded that that is his preference as well; it is not his recommendation to hire someone, although that would provide a different perspective. Mr. Daniels noted that the Pace property was missing from the list. There was discussion about getting the realtors in town together to determine the valuation of properties, but the Mayor didn't feel the group has the expertise and emphasized it is a supply and demand situation. Paul Sincock stressed that he doesn't want to look at properties on a case-by-case basis and preferred that Mr. Bell report back periodically. Ms. Kerr agreed with Mr. Sincock.

Frank Bell stated that the Gillmor property has been proposed as satellite parking and SLOC would like some assurance that it wouldn't be developed. The property would be graded and paved, but SLOC would be contractually obligated to restore the site. SLOC could remove the road base and it can be planted for playing fields, but it is probably not willing to make improvements and pay rent. Mr. Bell asked for feedback from Council on this property and described the location of the proposal. Chuck Klingenstein stated that the end result is important to him. There was discussion about road base and packing snow and hay for parking. In response to a question from Paul Sincock, Mr. Bell responded that about 60 to 100 acres are available at the site, depending on the terrain which hasn't yet been surveyed. Mr. Sincock felt that 40 acres of lighted fields would be a good legacy. Mr. Bell understood that Council is not opposed to using the property if there is a good enough return for a long-term use.

Roger Harlan referred to Ms. Kerr's comment and also felt that areas for community celebrations should be identified. Ms. Kerr discussed the bad feelings created by having the Olympic ring passing party not open to the community. Ms. Kerr felt that City Park should be reserved. The Mayor asked what the citizens would do in City Park. She felt at some point, there needs to be a place to gather and if it is rented and there are tents set up, residents will be precluded from going there. Mr. Bell added that in some cases this would be true, but not in all cases, as the City would have some say in that. Ms. Kerr believed that the citizens should have the best, and the rest can be rented. Hugh Daniels stated that he doesn't know what that is yet. He warned that we don't want to chose the wrong spot which can't later be utilized. The Mayor advised Frank Bell to further explore the demand for City facilities and come back to Council. Mr. Bell stated that what he is hearing is that nothing is off-limits, provided that everything isn't locked up. Specifics are difficult to talk about in a public forum because they are property negotiations, but this information can be brought back to Council in a closed session, if necessary. There was discussion about developing a policy for the uncredentialed media, which the Chamber/Bureau is handling.

4. **Space needs.** See staff report. Rick Lewis, Space Needs Committee member, stated that space needs has been studied for several years to consolidate departments and enhance customer service. Structural improvements to the Marsac Building were determined to be too expensive, and the next solution was to determine interior remodeling. A task force was formed last winter, with a cross-section of employees from departments who would be directly impacted. He explained that a survey was distributed and the need for small meeting spaces was identified as a high priority. The plan also had to accommodate a reasonable amount of growth between now and the Olympics. Mr. Lewis explained the remodeling and moving process, which is estimated to take six to eight months. It is proposed that Technical Services and the Landscape Architects move to the second floor of the new Public Works Building. Public Affairs, Olympic Planning, and Police Administration will be on the basement floor. There will be a meeting room, "Olympic war room" in the current jury room. Police Administration will move, allowing the Community Development Department to move on the first floor in the long-term; relocating the Planning Department is not in this phase. The Legal Department will move in the Public Affairs and Engineer's Offices at the south end of the top floor. It is proposed to turn the City Attorney's Office into conference space.

In response to a question from Shauna Kerr, it was explained that new phone numbers will remain with relocating employees. Mr. Lewis explained that the work session room will be used as a temporary staging area for people until their new offices are remodeled. Mr. Lewis requested authorization to refine the plan and come back with firmer estimates. Chuck Klingenstein encouraged staff to seriously consider refurbished furniture systems.

5. **Review of regular meeting:**

The Cove at Eagle Mountain. Roger Harlan asked if there would be a decrease in property taxes if there are less units at The Cove. Chuck Klingenstein felt the trade off would be less density. The City Manager believed that valuations are based on square footages, and because it is the same size with less units, the revenue is probably comparable.

Contract with Sierra Computer Systems. Meg Ryan explained that the request before Council is to upgrade the existing Sierra System purchased in 1993, which is in DOS. Staff would like to upgrade to a windows system which will eliminate problems with the data base and the system will be utilized to its maximum capacity in order to link staff reports to a building permit number. Eventually building permits will have a history in the computer which is now on hard copy. In response to questions from Paul Sincock, Ms. Ryan explained elements of the contract, and noted that in the event Sierra bankrupts, the City would obtain the source code. If Sierra is bought out by another company, there would be an assignment of the source code. The cost of the source code is $8,000. Beth Sunday explained that Sierra is reluctant to do work without a contract because this new upgrade is out and they are very busy with customers. Mark Harrington explained that there are two minor changes which reflect greater detail of scheduling which the City will not pay up-front but bi-weekly according to invoices. There was discussion about reimbursing Sierra's travel expenses, and Mr. Harrington stated that staff has attempted to keep these costs down and they have to be approved by the City in advance. In response to a question from Roger Harlan, Mr. Lewis stated that many cities use this system.

Grazing lease. Mr. Klingenstein asked what the County Assessor's position is on rollback taxes on this property as she has been flexible in the past on deed restricted land. Ms. Cook relayed that the law doesn't provide much interpretation with regard to this matter. Mr. Harlan emphasized the importance of notifying the public to keep their pets out of the area when the property is being grazed by sheep.

Environmental study - Snowcreek property. In response to a question from Paul Sincock, Mr. Ross explained that this work will not duplicate previous work on the site, and the post office performed an environmental assessment on the two acre portion. Mr. Gibbs expressed that he would like to merge the Bio-West contract with the Kaiser contract. Chuck Klingenstein referred to the August 19 deadline date with regard to the purchase of the parcel, and Mr. Ross explained that staff will continue to have discussions with the FTA and will come back to the Council with a status report. The City will not close on the property until Council is aware of the status. He stated that when staff asked for authorization, the City Council indicated that it is willing to proceed because of the marketability of the property.

Woodside Avenue contract. Eric DeHaan explained that this is a $50,000 design contract and includes support to staff as the public meetings occur. This deals only with planning and does not include construction drawings for the project.

See regular meeting minutes.

Prepared by Janet M. Scott

PARK CITY
1884

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JULY 9, 1998

I ROLL CALL

Mayor Brad Olch called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, July 9, 1998. Members in attendance were Brad Olch, Hugh Daniels, Roger Harlan, Shauna Kerr, Chuck Klingenstein, and Paul Sincock. Staff present were Toby Ross, City Manager; Meg Ryan, Planner; Brooks Robinson, Planner

II PUBLIC INPUT

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

III COMMUNICATIONS FROM COUNCIL AND STAFF

None.

IV WORK SESSION NOTES OF JUNE 11, 1998

Hearing no omissions or corrections, the Mayor requested a motion. Roger Harlan, "I move approval". Shauna Kerr seconded. Motion carried unanimously.

V PUBLIC HEARING

1. Ordinance approving the Tauber Replat of Lots 85-86 of Thaynes Canyon 1 Subdivision, Park City, Utah - See staff report. Meg Ryan explained that this is a proposal to combine two lots into one; the Planning Commission forwarded a positive recommendation to City Council. Hearing no comments or questions from Council or the public, the public hearing was closed.

2. Ordinance approving the first amendment to the Cove at Eagle Mountain Record of Survey located at Gallivan Loop and Meadows Drive, Park City, Utah - See staff report. Brooks Robinson explained that this is a proposal to change a four-plex to a tri-plex. The square footage remains the same. Roger Harlan asked if the property tax revenue would decrease to the City if this

proposal is approved. Jeff Graham, agent for the applicant, felt that larger units would increase individual valuations and should not affect property tax revenues. With no questions or comments, the public hearing was closed.

3. Ordinance approving the 2900 Deer Valley Drive Record of Survey, an amendment to The Lodge at Deer Valley plat located at 2900 Deer Valley Drive, Park City, Utah - See staff report. With no comments or questions from the public or the Council, the public hearing was closed.

VI CONSENT AGENDA

The Mayor requested a motion to approve the Consent Agenda. Shauna Kerr, "I so move". Chuck Klingenstein seconded. Motion unanimously carried.

1. Ordinance approving the Tauber Replat of Lots 85-86 of Thaynes Canyon 1 Subdivision, Park City, Utah - See staff report and public hearing.

2. Ordinance approving the first amendment to the Cove at Eagle Mountain Record of Survey located at Gallivan Loop and Meadows Drive, Park City, Utah - See staff report and public hearing.

3. Ordinance approving the 2900 Deer Valley Drive Record of Survey, an amendment to The Lodge at Deer Valley plat located at 2900 Deer Valley Drive, Park City, Utah - See staff report and public hearing.

4. Award of contract to Sierra Computers Computer Systems - See staff report and work session notes.

5. Authorization to enter into a grazing lease with Charles Gillmor in Round Valley - See staff report and work session notes.

6. Authorization to enter into a contract with ICF Kaiser in an amount not to exceed $25,000 for Snow Creek environmental assessment - See staff report and work session notes.

7. Authorization to enter into a contract with Bio-West in an amount not to exceed $3,000 for the noise element of the environmental assessment for Snow Creek - See work session notes and staff report.

VII NEW BUSINESS

1. Resolution outlining a policy statement regarding the vacation of public right-of-ways within Park City, Utah - Meg Ryan explained that this is an issue Council discussed with the Planning Commission over a year ago. The Planning Commission has forwarded a positive recommendation. Chuck Klingenstein, "I move approval of a Resolution outlining a policy statement regarding the vacation of public right-of-ways within Park City". Hugh Daniels seconded. Motion unanimously carried.

2. Award of contract to Montgomery Watson for Woodside Avenue reconstruction project/planning phase in an amount not to exceed $50,000 - Eric DeHaan explained that this company performed considerable work on the Middle School Well and some other jobs in Park City. They are familiar with the water system and the layout of Park City. Shauna Kerr, "I move approval of the contract". Chuck Klingenstein seconded. Motion carried unanimously.

3. Authorization to staff to proceed with purchase of 40 acres in Round Valley from Russ Wong in the amount of $300,000 - Chuck Klingenstein believes that this is an opportunity that the City should act upon. The City Council does not have a long-term funding source for open space but a short-term strategy. He proposed that this not go into the City's open space stock, but growth management land banking category for more flexibility. Chuck Klingenstein, "I move approval of the purchase of 40 acres in Round Valley". Shauna Kerr seconded. Paul Sincock thanked Mr. Wong for offering the property to the City. Motion carried unanimously.

VIII ADJOURNMENT

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

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MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 2:30 p.m. Members in attendance were Mayor Brad Olch, Hugh Daniels, Roger Harlan, Shauna Kerr, Chuck Klingenstein, and Paul Sincock. Staff present were Toby Ross, City Manager; Mark Harrington, Deputy City Attorney; and Jodi Hoffman, City Attorney. Chuck Klingenstein,"I move to close the meeting to discuss property acquisition ". Shauna Kerr seconded. Motion carried unanimously.

The meeting opened at approximately 3 p.m.

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

Prepared by Janet M. Scott

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Janet M. Scott, City Recorder

PARK CITY
1884

DATE: June 30, 1998
DEPARTMENT: Executive
AUTHOR: Linda Cook
TITLE: Entryway Trail Construction, Phase II - Payday Dr. to the McPolin Farm
TYPE OF ITEM: Informational

SUMMARY RECOMMENDATIONS: Staff requests that Council consider the use of City funds to construct Phase II of the entryway trail, in the event that Intermodal Surface Transportation Efficiency Act (ISTEA) enhancement funds cannot be obligated this year.

DESCRIPTION: Phase I, completed last year, included a trail and landscaping features from the golf course to Payday Dr. constructed with ISTEA enhancement funds. ISTEA is a Federal Highways Administration program, with the administration of federal grants passed through to the Utah Department of Transportation (UDOT). Grants are funded as an 80/20 (ISTEA/City) match. Staff anticipated constructing Phase II with an ISTEA award of $296,000, City CIP funds of $291,352, a Utah Riverways grant of $32,500 and a potential $100,000 ISTEA remainder from Phase I.

Phase II of the entryway plan includes a 12' wide paved and softsurface pedestrian/bicycle trail from Payday Dr. to the northwest corner of the McPolin barn. The proposed trail crosses environmentally sensitive wetlands, requiring intense scrutiny, design study and regulatory permits, on top of an exceedingly burdensome UDOT design review process.

A. Background: In May, staff requested proposals from four design firms familiar with ISTEA grant administration. None of the firms could foresee the completion of formal design and construction documents, with standard UDOT review, such that the trail could be scheduled for construction in 1998. As of June, the limitations of the project approval process and constraints of our construction season appeared to preclude building the trail in the summer of '98 under normal UDOT administration. Staff petitioned UDOT to consider a design/build concept for the trail, consolidating several aspects of the project review and development process. The reduction in review time would allow paving of the trail by October. Although unprecedented, UDOT endorsed the idea and authorized us to proceed with a very flexible format. Staff immediately began to assemble a design/build bid package.

One week after receiving written approval, staff was contacted by a representative of the Federal Highways Administration (FHWA) who announced that approval for the design/build project was revoked. We were told that UDOT had exceeded its authority by assuming discretion to approve streamlining methods only recently applied to I-15 reconstruction and the Legacy Project. Design/build is currently being considered for projects estimated at 50 million dollars or more and is only approved after an extensive "experimental project" application process. ISTEA legislation specifically precludes design/build projects unless an experimental project permit, SEP-14, is obtained. FHWA informed staff that Park City's relatively small project was less suited to the design/build process. Further, the experimental project permit application would take more review time than the standard UDOT format for ISTEA projects.

B. Analysis: Staff has proceeded with the design/build bid package in such a format that the project could be paralleled with the ISTEA process if FHWA would consider the experimental permit application. It would appear that we have lost UDOT's support and an expedited permit through FHWA is unlikely (standard permit review is estimated at two to six months). If we proceed with the design/build concept for the trail, the experimental project application, if approved, would most likely have to be applied retroactive to total construction. UDOT has no mechanism or experience with retroactive grant payments.

The project was formally put out to bid on July 2, 1998. Proposals for the design/build trail construction are due July 16, 1998.

C. Department Review: Executive
Public Affairs

ALTERNATIVES:

Option 1: Approve a reasonable bid to construct the trail as a design/build project using City funds. Direct staff to request a rollover of the approved ISTEA funds to be used on Phase III from the McPolin Farm to Whitepine Canyon Rd. This option ensures that the trail will be completed in 1998, consistent with Council objectives. Staff could also pursue the experimental project permit in the hopes of approval and partial funding through ISTEA

Option 2: Cancel the design/build bid package and direct staff to construct the trail using the standard ISTEA format. UDOT's construction design review and bid process will probably not allow a contract award until after the construction season. The trail would not be complete until late summer 1999. The wetlands nature of the site precludes construction until late July or August.

SIGNIFICANT IMPACTS: Timing and cost are issues with either option. Staff would like to have the trail totally constructed in 1998 to coincide with the renovation of buildings at the farm, the schedule for Phase III, and the ultimate connection of the farm trails with the County's Millennium Trail project at Whitepine Canyon Rd. in 2000.

With ISTEA funding, the City will receive at least $296,000, with a potential addition of up to $100,000 from remaining Phase I funds. Trail construction is currently estimated at $515,000. The Entryway CIP account was intended to cover the City's portion with $291,352. Use of ISTEA funding requires adherence to UDOT's process, which sets back trail completion until 1999.

Without ISTEA funds, staff anticipates the need for an additional $210,000, possibly from the Trails Masterplan CIP account. It is possible that UDOT would approve a rollover of the 1998 award to be used for Phase III. Preliminary conversations with UDOT representatives indicate that there is no penalty for abandoning current year funding, especially since we have indicated future interest in ISTEA projects.

RECOMMENDATION: Staff recommends Option 1, using City funds to construct the Phase II trail, and pursuing the use of '98 ISTEA funds for the construction of Phase III in 1999. The trail from Payday Dr. to the barn is a crucial segment that needs to be constructed this year. Design/build appears to be the only option to complete a paved trail in 1998.

Staff further recommends that, should Council decide to continue the ISTEA process (Option 2) with a trail completed in 1999, the decision to cancel the design/build bid package be made during the Council meeting on July 9, 1998 so that staff can deal fairly with interested contractors and design firms.

COUNCIL DISCUSSION ON OLYMPIC RELATED USES OF PUBLIC PROPERTY

SUMMARY:

The city owns considerable property (both facilities and open areas) in proximity to our two Olympic competition venues and other areas of anticipated Olympic activity. We have already been approached by Olympic participants and sponsors concerning the leasing of municipally owned space. To date, serious interest in the Osguthorpe Barn, Racquet Club, Watts Parcel, Miners Hospital Community Center, Golf Course, the Library and Education Center, Old Sewer Treatment Site, the Gilmor property, and City Park (including the newly acquired Mike Hale and Offret properties) has been expressed. We expect the interest of potential lessees in our properties to increase during the next few months.

In conjunction with the guiding principles adopted as a part of our initial Olympic Master Plan, we also need to consider potential public uses for such things as art, culture, and entertainment, commercial enterprise areas, non-sponsor related activities, as well as our own public and governmental purposes.

An inventory of public property is attached to this report. The properties listed above lend themselves most directly to Olympic uses, but we also have parks, parcels, public open space, streets, parking lots, and other facilities which may have Olympic related uses we have not yet explored.

GOALS OF THIS DISCUSSION:

1. Determine policy and processes concerning the propriety of using public property and facilities for Olympic purposes, and by whom.

2. If determination is made to use some or all of our available property, then establish process by which cash value is assessed or identify things we might want in return for use.

3. Establish better understandings of "beneficial public legacies" - is that money or are there other things we want from Olympic participants?

I. Guiding Principles (from Master Plan):

- Actively participate in the celebration of the Olympic experience and the creation of beneficial public legacies for future generations.

- Minimize public cost of the Games to local citizens by adopting strategies aimed at recouping costs from the Organizing Committee whenever possible; identifying appropriate municipal entrepreneurial opportunities and partnerships; promotion of in-kind or in lieu of payments; and the development of meaningful public legacies in the areas of art, culture, public gathering places, and facilities; hosting groups associated with the Olympics such as the media and sponsors; or any combination of strategies in furtherance of reducing public costs and increasing public benefit.

- Creation of lasting public legacies by incorporating public spaces and facilities, art, culture, educational, and youth opportunities and resources.

- Creation of a multi-faceted Olympic experience for our residents and visitors encompassing public (and private) gathering places complete with food, art, entertainment cultural events, information, Olympic related activities.

II. Policy Issues and Questions:

- Of those properties such as the Racquet Club, Miners, The Education Center, and City Park which have obvious desirability as Olympic endeavors:

1. Do you want to rent them?
2. If so, for how long, and what do you want in return?
3. How would you like to determine appropriate rental rates or value in return? Do you want to establish value internally, consult with community resources, or hire someone to do it?
4. Are there any Olympic uses that you would find unsuitable (i.e. serving alcohol, functions not open to the public, building modifications etc.)?
5. How would you like to address the displacement of on-going public and private uses, and the associated collection of revenues?
6. How would you like staff to proceed?

   a. Bring each rental client to you for negotiations?
   b. Have staff attempt to find best possible and most compatible lessees and bring most desirable to you for negotiations?
   c. Have staff identify tenants and negotiate contracts, bringing final decision to you for approval?

- Some potential uses could tie up public facilities for quite some time. For example, current proposals for the Racquet Club would take most or all of the building out of public service for more than three weeks. The same could be true for Miners and the Education Center which could displace public meetings, private non-profits, and tenants for long periods.

- You will also need to consider potential requests for space from the Paralympics which could encumber public buildings again in March 2002. They do not yet have their division operating within SLOC, so we have not yet been approached.

- Rental income for buildings such as the Racquet Club could be highly beneficial in offsetting public expense of the Games.

- Those properties which are open space (Osguthorpe & Gilmor Parcels) may have different legacies than recreational areas (City Park, Education Center Parcel). For example, City Park could have many Olympic related uses including the erection of temporary facilities. We have been approached by SLOC to use the Gilmor parcel on SR 248 as satellite parking.

  - Do you want to rent these properties for cash?
  - Do you want something else in return such as improved landscaping (parking lots make good fodder for recreational fields)?
  - Are there things we want unrelated to the use of the property for which we could use the property as leverage. For example, we might be able to leverage use of the Gilmor property for a more flexible SLOC transportation system that could be beneficial to local businesses.

- Given the wide ranging implications of this discussion and the existing demands and encumbrances on much of our public property, what sorts of community objections might be raised over some of these uses which could result in political liabilities and conflict, and how are such issues best resolved?

- What public processes might be appropriate for politically sensitive areas such as the Osguthorpe Farm, Gilmor Parcel, City Park, and the Golf Course.

RECOMMENDATIONS:

As you can see, this is a complex issue with many benefits and some liabilities. It could also prove to be very competitive and time consuming as the demand for property increases.

There is little question that our public facilities will be in great demand during the Olympics. The return for their use could create a variety of publicly beneficial legacies (cash and in-kind services). Existing uses will probably not be compatible, so some displacement will occur. Given the overall impacts, responsibilities, and activities surrounding the Games in our community, many of the existing uses would be disrupted or minimally attended anyway.

Assuming this policy discussion results in reducing the variables, staff recommends the formation of a committee comprised of a representative from the Olympic Office, Finance Department, Legal Department, Community Development Department, Leisure Services Department, Public Affairs Department, Parks & Recreation Board, the Chamber, and others as necessary, to 1) assist in establishing value for use of public property and facilities, 2) recognize and involve those who might be displaced or otherwise adversely affected, 3) negotiate terms and conditions of use when appropriate, 4) meet with SLOC and associated partners when necessary, and, 5) prepare specific recommendations on specific properties for City Council approval.

As a matter of convenience, it seems easiest for me to continue to show property when appropriate, involving others as needed for the individual property, and then call the committee together when we are ready to negotiate with prospective users.

LISTING OF CITY PROPERTY AND POSSIBLE OLYMPIC USES
JULY 1998

FACILITY NAME	LOCATION	SIZE	PRESENT USE	EST. VALUE	ENCUMBERED?	INCOME (ANNUAL UNLESS OTHERWISE NOTED)	LIKELIHOOD OF OLYMPIC USE?		POTENTIAL USES OR REASONS UNSUITED (SEE KEY)	LEGACY POTENTIAL (SEE KEY)
							YES	NO		
1465 Park Av	1465 Park Av.	1 Unit	Residential	$160 K	Tenants			X	Residential	
Bandstand	1400 Sullivan (City Park)	1375 SF	Summer Concerts	$55 K	None	None	X		1, 3, 8, 9, 12	1-5
Brewpub Parking lot	Swede Alley & Main	120' x 250'	Parking	$2 M	None	Parking Season Revenue	X		1, 3, 4, 6, 7, 8, 10, 12	4, 5
Bus Shelter	1500 Kearns	400 SF	Bus Shelter	$10.5 K	None	None	X		9	NONE
Bus Shelter	1200 Little Kate	400 SF	Bus Shelter	$10.5 K	None	None	X		9	NONE
Bus Shelter	1700 Three Kings	400 SF	Bus Shelter	$10.5 K	None	None	X		9	NONE
Bus Shelter	1600 Empire	400 SF	Bus Shelter	$10.5 K	None	None	X		9	NONE
Bus Shelter	2100 Sidewinder	400 SF	Bus Shelter	$10.5 K	None	None	X		9	NONE
Carwash Parcel	Kearns Blvd & Park Av	.25 AC	Park	$650 K	None	None	X			2, 4
Cemetery (Buildings)	Kearns and Monitor	400 SF	Restrooms, Equipment Storage	$47 K	None	None		X	Inappropriate	NONE
Cemetery (Land)	Kearns and Monitor	500,000 SF	Cemetery	Priceless	Bodies	N/A		X	Inappropriate	NONE

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LISTING OF CITY PROPERTY AND POSSIBLE OLYMPIC USES
JULY 1998

FACILITY NAME	LOCATION	SIZE	PRESENT USE	EST. VALUE	ENCUMBERED?	INCOME (ANNUAL UNLESS OTHERWISE NOTED)	LIKELIHOOD OF OLYMPIC USE?		POTENTIAL USES OR REASONS UNSUITED (SEE KEY)	LEGACY POTENTIAL (SEE KEY)
							YES	NO		
China Bridge	350 Swede Alley	76800 SF	Parking	$3.2 M	Silver Mill Mall parking agreement	Parking Season Revenues	X		1, 2, 6, 7, 10a	4, 5
City Park	1354 Park Av./Sullivan Lane	15 AC	Park	$15 M	Must Remain Open Space	Seasonal rentals/summer	X		1, 2, 3, 4, 6, 7, 8, 10a & b, 11, 12	2, 4, 5
Colman Parcel	Upper Old Town, Daly Avenue	9.4 AC	Open Space	$725 K	Trails, Drainage Channel	None		X	Unsuitable terrain	N/A
Daly Avenue Parcel	Hillside Av and Main St	0.10 AC	Parking	$200 K	Flood zone	None	X		3, 5, 7, 9	4, 5
Gambel Oak Park	Between Aerie and Solamere	88.5 AC	Open Space		Owned by BLM and Leased by Us thru 10/2009	None		X	Not near Olympic activities Currently not owned by City	If purchased from BLM, could be traded for other property
Gillmor Parcel	N. Of 248 near US 40	600 AC	Open Space	$3 M	Deed Restrictions	None	X		2, 10a-c, 11	3, 4

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LISTING OF CITY PROPERTY AND POSSIBLE OLYMPIC USES
JULY 1998

FACILITY NAME	LOCATION	SIZE	PRESENT USE	EST. VALUE	ENCUMBERED?	INCOME (ANNUAL UNLESS OTHERWISE NOTED)	LIKELIHOOD OF OLYMPIC USE?		POTENTIAL USES OR REASONS UNSUITED (SEE KEY)	LEGACY POTENTIAL (SEE KEY)
							YES	NO		
Golf Course	Hwy 224 and Thaynes	103 AC	Golf Course	$20 M	Golf Course; White Pine Touring Lease 4/5/01	$1.2M $ 2,500.00 + percentage of gross	X		1, 2, 3, 4, 5, 7, 8, 11, 12	1, 2, 4, 5
Golf Course Maintenance Building	1884 Three Kings	9200 SF	Offices, Equipment and Chemical Storage	$570 K	None	None	X		5, 7	4
Huntsman Parcel	Hwy 224 and Holiday Ranch Loop Rd	30 AC	Open Space	$1 M	Deed Restrictions	None	X		1, 3, 4, 5, 12	2, 4
Library/Ed Center (Building)	1255 Park Av.	36,753 SF	Library and Classrooms	$6 M	U of U/2007 UVSC/1999 Soaring Wings/ 2002 Film Series	$62,000.00 $65,736.00 $25,500.00 $ 7,392.00	X		1, 2, 3, 5, 6, 7, 12, 13, 14,	1, 4, 5
Library/Ed Center (Parcel)	Norfolk & 13th St.	167,449 SF	Open Space	$5 M	No	None	X		1, 3, 4, 6, 8, 12	1, 4, 5
Main Street Kiosk	514 Main	133 SF	Reservations		No	$1800.00	X		9	None

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LISTING OF CITY PROPERTY AND POSSIBLE OLYMPIC USES
JULY 1998

FACILITY NAME	LOCATION	SIZE	PRESENT USE	EST. VALUE	ENCUMBERED?	INCOME (ANNUAL UNLESS OTHERWISE NOTED)	LIKELIHOOD OF OLYMPIC USE?		POTENTIAL USES OR REASONS UNSUITED (SEE KEY)	LEGACY POTENTIAL (SEE KEY)
							YES	NO		
Main Street Plaza (6th Street Pocket Park)	600 Main	6500 SF	Park	$300 K	Utilities exiting from buildings Fireland	None	X		1, 3, 6, 8, 9, 12	2, 4, 5
Main Street Plaza	Between Main and Swede Alley at Terigo (350 Main)	3000 SF	Pedestrian walkway between Main and Swede	$150 K	Pedestrian easement	None	X		1, 3, 6, 8, 9, 12	2, 4, 5
Main Street Plaza (Miner's Plaza)	421 Main St.	7000 SF	Park	$1.5 M	Deed restrictions	None	X		1, 3, 6, 8, 9, 12	2, 4, 5
Marsac (Parcel)	Heber & Swede	9.68 AC	Parking	$16 M	Utility easements	None	X		1, 2, 3, 4, 5, 6, 7	1, 2, 5
Marsac (Building)	445 Marsac Av.	24,000 SF	Municipal Offices	$4.5 M	KPCW Lease City offices	$1.00	X		13	none
Masonic Hill Parcel	East of Deer Valley Drive	10 AC	Open Space	$2 M		None		X	Unsuitable terrain	
Mawhinney Parcel	1220 Park Av	20,083 SF		$600 K		None	X		1, 2, 3, 4, 5, 6, 7	1, 2, 5
Miners' Hospital	1354 Park Av.	5680 SF	Community Meeting Center	$3 M	Community groups would be displaced	$10,000.00	X		1, 3, 7	1, 2, 4, 5
Morning Star Water Tank	Rising Star Lane	.10 AC	Water storage	$500 K	Utility easement	None		X	Water storage facility	

LISTING OF CITY PROPERTY AND POSSIBLE OLYMPIC USES
JULY 1998

FACILITY NAME	LOCATION	SIZE	PRESENT USE	EST. VALUE	ENCUMBERED?	INCOME (ANNUAL UNLESS OTHERWISE NOTED)	LIKELIHOOD OF OLYMPIC USE?		POTENTIAL USES OR REASONS UNSUITED (SEE KEY)	LEGACY POTENTIAL (SEE KEY)
							YES	NO		
Mountain Ridge Subdivision Lots	Mountain Ridge Ct.	0.8 AC	Open Space	$600 K	Deed Restrictions	None		X	Too far from Olympic venues Residential area	
Naniloa Investment Parcel	Summit County east of Silver Creek Estates	65 AC	Sheep grazing	$131 k	Kivett lease for grazing Exp. 2006	$200/yr	X		10a-b, 11	
Offret Parcel	1240-1260 Park Av.	17,888 SF	Unoccupied offices and residential	$1 M	No	None	X		1, 3, 5, 6, 7, 8, 9, 12, 13	1, 2, 4, 5
Old City Hall (Building)	524-528 Main St.	8,000 SF	Offices, Retail, Museum	$1.5 M	Strachan/2003 Wyoming Woolens/2000 Liquor Store/2003 Museum/1999	$15,336.00 $23,232.00 $ 8,000.00 $-0-	X		6, 7, 9, 13	1, 2, 4
Osguthorpe (Barn & Shed)	Hwy 224 (West)	8968 SF	Storage		Doesn't Meet Building Codes	None		X	Cannot allow human occupancy until upgraded	1, 2, 4
Osguthorpe (Dairy Parcel)	Hwy 224 (East)	80 AC	Open Space	$4 M	Politically sensitive open space	None	X		4, 5, 7	2, 4

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LISTING OF CITY PROPERTY AND POSSIBLE OLYMPIC USES JULY 1998										
FACILITY NAME	LOCATION	SIZE	PRESENT USE	EST. VALUE	ENCUMBERED?	INCOME (ANNUAL UNLESS OTHERWISE NOTED)	LIKELIHOOD OF OLYMPIC USE?		POTENTIAL USES OR REASONS UNSUITED (SEE KEY)	LEGACY POTENTIAL (SEE KEY)
							YES	NO		
Osguthorpe (Hillside Parcel)	East of Middle School Fields	95 AC	Open Space	$2 M	Politically sensitive open space Entry corridor	None		X	Steep, unsuitable terrain	
Osguthorpe (Water Tank Site)	East of Park Meadows	1.5 AC	Water tank	$200 K	Utilities	None		X	Water storage	
Osguthorpe (Parcel)	Hwy 224 (West)	126 AC	Open Space	$5 M	Some Wetlands White Pine lease	White Pine lease Exp. 2001	X		1, 3, 4, 5, 6, 7, 12	2, 4
Parks & Rec Building	1400 Sullivan	4000 SF	Meetings, Latchkey Program	$350 K	None		X		1, 3, 4, 5, 6, 7, 8, 12	1, 4, 5
Peterson Parcel	Hwy 224 and Meadows Drive	28 AC	Open Space	$412 K	Politicialy sensitive open space Entry corridor	None		X	Wetlands	
Prospector Park	2336 Sidewinder	2 AC	Park	$500 K	Must Remain Open Space or Reverts to Grantor	None	X		3, 4, 7, 9, 12	2, 4, 5

LISTING OF CITY PROPERTY AND POSSIBLE OLYMPIC USES
JULY 1998

FACILITY NAME	LOCATION	SIZE	PRESENT USE	EST. VALUE	ENCUMBERED?	INCOME (ANNUAL UNLESS OTHERWISE NOTED)	LIKELIHOOD OF OLYMPIC USE?		POTENTIAL USES OR REASONS UNSUITED (SEE KEY)	LEGACY POTENTIAL (SEE KEY)
							YES	NO		
Prospector Buffer Strip	Along Kearns Blvd from Wyatt Earp Way to Buffalo Bill	1 AC	Open Space	$100 K	Utilities	None	X		7	
Public Works (Building)	1053 Ironhorse	9840 SF	Offices	$3 M	None	None	X		7, 13	1, 4
Public Works (Parcel)	1053 Ironhorse	5.7 AC	Open Space	$3 M	Utilities	None	X		2, 5	4
Public Works (Garage)	1053 Ironhorse	18,000 SF	Vehicle & Equipment Storage & Maint.	$1 M	None	None	X		7	4
Racquet Club	1200 Little Kate	34,200 SF	Recreation & Offices	$4.2 M	Massage Express/1999	$3600/day average usage	X		1, 2, 3, 6	1, 4, 5
Rail Trail State Park	Park City to Echo	30 miles long	Trail	$1 M	State park	None	X		2, 7, 11	2, 3, 4
Recycling Center (Bus Barn)	1749 Woodbine	7,000 SF	Recycling Center	$250 K	Recycling Lease	None (part of recycling grant)	X		1, 2, 4, 5, 6, 7, 13	1, 4
Red Maple Park	Prospector	69.3 AC	Open Space		Owned by BLM and leased by us Wetlands	None		X	Hazardous wastes	

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LISTING OF CITY PROPERTY AND POSSIBLE OLYMPIC USES
JULY 1998

FACILITY NAME	LOCATION	SIZE	PRESENT USE	EST. VALUE	ENCUMBERED?	INCOME (ANNUAL UNLESS OTHERWISE NOTED)	LIKELIHOOD OF OLYMPIC USE?		POTENTIAL USES OR REASONS UNSUITED (SEE KEY)	LEGACY POTENTIAL (SEE KEY)
							YES	NO		
Restrooms	City Park	642 SF	Restrooms	$100 K	None	None	X		N/A	
Restrooms	Rotary Park	650 SF	Restrooms	$ 40 K	None	None		X	Unheated	
Restrooms	Main Street	500 SF	Restrooms	$45 K	None	None	X		N/A/	
Rotary Park	Payday Drive	6 AC	Park	$2 M	Deed Restrictions		X		5	4
Senior Citizens Center	1154 Woodside	2400 SF	Senior Citizen Community Center	$550 K	Senior Citizens' Lease/10/11/2081			X	Occupants may wish to do something on their own	
Sewer Treatment Parcel	Hwy 224 and Holiday Ranch Loop	6 AC	Open Space	$2 M	Utilities Wetland	None	X		1, 2, 4, 5, 6, 7, 8, 10, 11, 12	2, 3, 4
Silver Meadows Lot 14	1983 Cooke Dr.	1100 SF	Residential	120 K	Tenant	$10,300.00		X	Residential	
Silver Meadows Lot 15	1977 Cooke Dr.	1100 SF	Residential	120 K	Tenant	$10,300.00		X	Residential	
Silver Meadows Lot 16	1971 Cooke Dr.	1100 SF	Residential	120 K	Tenant	$10,300.00		X	Residential	
Silver Meadows Lot 40	1988 Cooke Dr.	1100 SF	Residential	120 K	Tenant	$10,300.00		X	Residential	

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LISTING OF CITY PROPERTY AND POSSIBLE OLYMPIC USES
JULY 1998

FACILITY NAME	LOCATION	SIZE	PRESENT USE	EST. VALUE	ENCUMBERED?	INCOME (ANNUAL UNLESS OTHERWISE NOTED)	LIKELIHOOD OF OLYMPIC USE? YES	LIKELIHOOD OF OLYMPIC USE? NO	POTENTIAL USES OR REASONS UNSUITED (SEE KEY)	LEGACY POTENTIAL (SEE KEY)
Spiro Water Treatment Plant	1884 Three Kings	9600 SF	Water Treatment Facility	$3 M	No			X	Water treatment facility will need to be guarded during Olympics	
Thaynes Buffer Strip and Lot 1a	Hwy 224 and Payday Drive	2581 SF	Open Space	$86 K	Richards Has Right of First Refusal	None	X		1, 3, 8, 9	2, 5
Watts Property	703 Park and 664 Woodside	2500 SF	Residential	$1 M	Bertinelli Lease/10/31/2000		X		1,, 2, 3, 6, 8, 9, 12, 13	1-5
Wortley Parcel	Eastern Edge Park City	36 AC	Open	$1.8 M			X		2, 7, 10a-c, 11	2, 3, 4, 5

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KEY

POTENTIAL USES

1) Sponsor Activities
2) SLOC Contracts for logistics and support
3) Cultural/arts activities
4) National team facilities
5) Technical Support
6) General rental
7) Staging/Operations for public services
8) Enterprise Zone
9) Information kiosks
10) Parking
    a. Employee
    b. Venue staff
    c. Satellite
11) Transportation center
12) Public gathering place
13) Public office space

LEGACIES:

1) Building improvements
2) Landscape improvements
3) Recreational development
4) Rental income
5) Arts/Cultural enhancement

PARK CITY
1884

DATE: July 9, 1998
DEPARTMENT: Administrative Services
AUTHOR: Bob Stephens
TITLE: Administrative Services Director
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Authorize staff to proceed with plans for addressing space needs at City Hall and the Public Works Building.

DESCRIPTION:

A. **Topic:** The City Council appropriated $150,000 for the Marsac remodel and $150,000 for the finishing of the second floor of the Public Works Building as part of the 1998-99 budget. The remodeling of the Marsac City Hall is meant to provide additional work space, meeting space and storage space. The plan would require moving some work functions (Technical Services and Landscape Architects) currently housed in City Hall to the second floor of the new Public Works facility. The Marsac remodeling would require the construction of several new offices plus utilizing additional systems furniture.

B. **Background:** At the City Council work session of May 14, 1998 staff made a request for a budget option of $150,000 for implementation of a space needs plan for Marsac and $150,000 for finishing the second floor in Public Works. Council approved the funding as part of the 1998-99 budget and asked staff to come back with a detailed space plan that Council could review. The purpose of this staff report is to provide Council with details of the Space Needs Committee's recommendation.

A task group consisting of Rick Lewis, Beth Sunday, Lloyd Evans, Linda Cook, Thomas O'Finnegan and Bob Stephens has studied this issue and forwarded a recommendation to the City Manager. In a nutshell the recommendation involves a staging process requiring one work area to be completed before the staff can be moved thereby freeing up the next space for remodeling. The task force recommendation calls for the relocation of the Technical Services Division including the computer lab and their existing storage on the bottom floor of Marsac to the Public Works facility. The Landscape Architect function would also relocate to Public Works. The Marsac remodel would begin on the bottom floor. The entire project would take approximately six to eight months to complete.

A significant component of the Space Needs Task Force recommendation is to consolidate the Legal Department at the south end of the 3rd floor of Marsac. Because the backup administrative support in the executive offices is provided by the Legal Department, an additional secretary position was requested and approved in the FY98-99 budget. This position would provide backup to Jan Scott and administrative support to the Mayor and City Council, the executive offices, Public Affairs, and Olympic Planning. Staff has brain stormed other solutions to this issue but has found this to be the most comprehensive in addressing space needs of the majority of the Marsac departments.

C. __Analysis__: The Space Needs Committee (SNC) used the following criteria to come up with its recommendation:

1. Try to consolidate work groups into contiguous space where ever possible.
2. Identify which work groups could be moved from Marsac to Public Works with the least impact.
3. Attempt to create enough space in each department to allow for some growth over the next four years.

The implementation of the SNC recommendation requires the remodeling of the space in Marsac in a sequential manner. For example, the Court offices would need to be remodeled first to consolidate their space and free up the jury room. The jury room and the computer lab would then be remodeled to accommodate Myles and Frank (all of Public Affairs would join them temporarily) which would free up the Public Affairs space to be remodeled for Legal etc, etc. It would be helpful if the second floor of the Public Works building were being finished simultaneously with the Marsac remodel. This would allow us to get Technical Services and the landscape architects moved sooner.

The SNC met half a dozen times over a two and half month period. Numerous options were discussed, office space was measured, and a space needs survey from each department was analyzed. The sequence being recommended by the SNC is:

1. Move the Court Clerk's office to the Jury room while the Court Clerk's space is reworked freeing up the file room for new jury room and Court meeting room.
2. Construct offices for Public Affairs Director and Olympic Planning Director along with meeting space (Olympic war room) in the old jury room and computer lab space on the bottom floor. Linda Cook would also move down temporarily.
3. Use work session room on middle floor for temporary offices for contract accountant(Tamara Lindsey) and landscape architects (Allison Costello and Matt Twombly). This frees up the Public Affairs space that will then be remodeled to accommodate the Legal Department. Legal would also keep the space currently occupied by Tom Dayley and would eventually take over the space currently occupied by Engineering. Two private offices would be constructed in the area outside of Myles' current office.
4. Concurrent with creating the space for the Legal Department construction would commence on the bottom floor in the L Shaped room (middle of the hall, East side) to accommodate Police Administration. The dividing wall would be torn down and two private offices, an evidence

room and a conference room would be constructed.
5. Once the Legal Department moves to its new space at the south end of the third floor, Linda Cook would move to Mark Harrington's office. The City Manager's intern would move to the cubicle currently occupied by Thomas O'Finnegan. The City Attorney's old office would be made into a conference/City Council room.
6. Once the Police Administration move occurs to the bottom floor, the Engineering Department would move to the space vacated by Police Administration.
7. Once the Public Works second floor is completed, the Technical Services Department would move freeing up space for the contract Accountant (Tamara) and the new Accountant position currently being recruited. The Landscape Architects (Allison and Matt) would also move to Public Works. This would free up the Work Session room which was being used for temporary offices by Tamara, Matt, and Allison.
8. Once the Work Session room is vacant, construction would commence on two small conference rooms to be used primarily by the Building Department. Two modular work stations would also be placed in this area for the Building Department.

All of these moves are completely independent of whether or not the Court or KPCW moves.

D. Department Review: The Space Needs Task Force represented most of the Marsac housed departments. The recommendation has also been reviewed by the City Manager, the Sr. Management Team, the Finance Manager, the Chief Building Official and the Building Maintenance Division.

ALTERNATIVES:

A. Approve the Request: This would allow staff to begin the process of selecting a contractor and begin negotiations with companies providing "systems furniture." Once these contracts have been negotiated, staff would come back to Council for authorization to spend the money as needed in accordance with the City's purchasing policies.

B. Deny the Request: Council may deny part or all of the requests. Council could deny the Marsac remodel but still approve the Public Works portion or vice versa.

C. Continue the Item: Council may decide it would like to spend more time analyzing the space recommendation than could be allocated at today's meeting.

D. Do Nothing: The need for more space is becoming more acute with each passing year. This action could affect morale and work efficiency.

SIGNIFICANT IMPACTS: Funding for this project was approved as part of the FY98-99 budget. The implementation of the recommended plan or any variation thereof will cause some disruption at City Hall over the next six months.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: Postponement of the eventual resolution of the space needs issue.

<u>RECOMMENDATION</u>: Authorize staff to proceed with obtaining bids for the recommended space needs plan. Staff would come back to Council as needed for specific approval to enter into contracts in accordance with City's purchasing policies.

PARK CITY
1884

CITY COUNCIL REPORT

DATE: **July 9, 1998**
DEPARTMENT: **Planning Department**
AUTHOR: **Brooks T. Robinson**
TITLE: **15 Hidden Splendor Court, Thaynes Canyon Subdivision Plat Amendment, combining two lots into one**
TYPE OF ITEM: **Legislative**

SUMMARY RECOMMENDATIONS: Conduct a Public Hearing and approve with conditions.

DESCRIPTION:

A. Topic

PROJECT STATISTICS:

Applicant:	Otto/Walker Architects for M/M Tauber
Location:	15 Hidden Splendor Court, Thaynes Canyon
Zoning:	Single Family Residential
Adjacent Land Uses:	Residential
Date of Application:	December 3, 1997
Project Planner:	Brooks T. Robinson

B. Background

The property is legally described as lots 85 and 86 of the Thaynes Canyon subdivision. This request is for approval of a plat amendment to combine lots 85 and 86 into one lot and to legally plat the additional parcel on the south side of lot 85. Lot 85 is currently improved with a single family detached dwelling. An addition to the structure is anticipated. This addition would cross interior lot lines which necessitates the request for the lot combination.

At its meeting on May 27, 1998, the Planning Commission approved the lot combination and forwarded a positive recommendation to the City Council. The findings of fact, conclusions of law, and conditions of approval have not changed.

C. **Analysis**

The proposed plat amendment is consistent with the Land Management Code for lot combination, the SF zone and the subdivision regulations. Any additions to the existing building will be reviewed under section 7.15.7 of the LMC for maximum house square footage on combined lots.

D. **Department Review**

The City Engineer and the City Attorney's office will review and approve the plat for final form and compliance with the Land Management Code and State Law prior to recordation.

E. **Public Input**

No public input has been received at the time of the staff report.

F. **Notice**

The property was posted and legal notice was published according to the requirements of the Land Management Code and proper notice was sent to all property owners within 300 feet of the property.

RECOMMENDATION:

The staff recommends approval of the plat amendment for lots 85 and 86 of the Thaynes Canyon subdivision based on the following:

Findings of Fact

1. Lots 85 and 86 of the Thaynes Canyon subdivision are located at 15 Hidden Splendor Drive. The property is zoned SF, Single Family residential.
2. The proposed plat combines lots 85 and 86 and an additional parcel to lot 85 into one lot.

Conclusions of Law

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

amendment.

4. Approval of the plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval

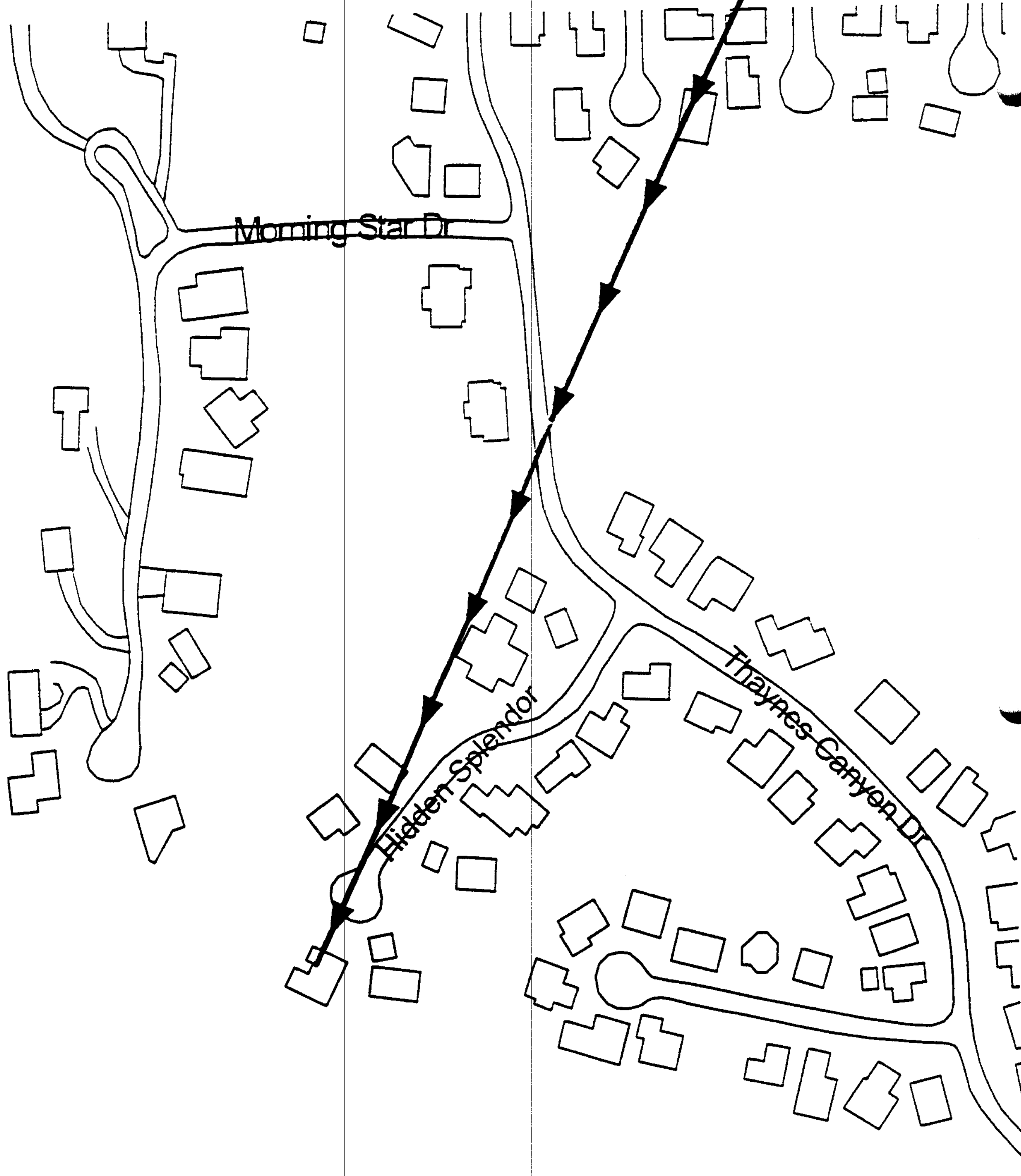
1. City Attorney and City Engineer review and approval of the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, is a condition precedent to recording the plat.
2. The applicant will record the final record plat at the County within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

EXHIBITS:

Exhibit A- Location Map
Exhibit B- Proposed Plat

M:\CDD\BTR\COUNCIL\CC98\HISP15.WPD

15 Hidden Splendor



PARK CITY 1884

Exhibit A
Vicinity Map

ORDINANCE NO. 98-___

AN ORDINANCE APPROVING THE TAUBER REPLAT OF LOTS 85-86 OF THAYNES CANYON 1 SUBDIVISION, PARK CITY, UTAH

WHEREAS, the owners of the property located 15 Hidden Splendor Court have petitioned the City Council for approval of a plat amendment to combine two lots and an adjacent metes and bounds parcel into one lot; and

WHEREAS, lots 85 and 86 and the additional parcel located at 15 Hidden Splendor Court are within the Thaynes Canyon 1 subdivision and are zoned SF; and

WHEREAS, the proposal is consistent with the Park City Land Management Code requirements for the SF District, and the Comprehensive Plan; and

WHEREAS, the property was posted and legal notice published according to the requirements of the Land Management Code and proper notice was sent to all property owners within 300 feet of the property in question;

WHEREAS, the City Council held a public hearing on July 9, 1998 to receive input on the proposed plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Tauber Replat of the Thaynes Canyon 1 subdivision;

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

SECTION 1. FINDINGS OF FACT. The above recitals are incorporated herein as Findings of Facts.

SECTION 2. CONCLUSIONS OF LAW.

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

SECTION 3. PLAT APPROVAL. The plat amendment, known as the Tauber Replat, Park City, Utah, is approved as shown on the attached Exhibit A with the following conditions:

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

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

PASSED AND ADOPTED this 9th day of July 1998

PARK CITY MUNICIPAL CORPORATION

____

Mayor Bradley A. Olch

Attest:

____

Janet M. Scott, City Recorder

Approved as to form:

____

Mark D. Harrington, Assistant City Attorney

PARK CITY
1884

CITY COUNCIL REPORT

DATE: July 9, 1998
DEPARTMENT: Planning Department
AUTHOR: Brooks T. Robinson
TITLE: The Cove at Eagle Mountain
First Amendment to P.U.D. Plat
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Hold a public hearing and consider approval of the first amendment to the Cove at Eagle Mountain P.U.D. Plat as conditioned by staff.

DESCRIPTION:

Project Name: Cove at Eagle Mountain - First Amendment to P.U.D. Plat
Applicant: Jack Johnson for Cove at Eagle Mountain, L.C.
Location: Gallivan Loop at Meadows Drive
Zoning: RD - MPD
Adjacent Land Uses: Residential

A. Topic:

This is a request for a change in the subdivision plat. The Cove at Eagle Mountain proposes to change seven (7) fourplexes into triplexes. Please see Exhibit A - Proposed plat.

B. Background:

In 1994, the Master Planned Development for the Quarry Mountain subdivision was approved. The Cove at Eagle Mountain is Phase I of the East Cove portion of this development. As originally platted, eighteen (18) duplexes were on the outside of Gallivan Loop and ten (10) fourplexes were platted on the inside of Gallivan Loop. This is a yield of seventy-six (76) units. The project is currently under construction.

C. **Analysis:**

The applicant is requesting a revision to the recorded P.U.D. Plat. The revision is to eliminate the seven (7) unbuilt fourplex units (formerly lots 37-48 and 61-76) and construct triplex units in their stead. This will reduce the density of the project by the seven units. There is no proposal to transfer this density to any other phase.

The proposed revision is consistent with the Final Conditions of Approval on the Master Planned Development for this site.

D. **Department Review:**

The Community Development Department and City Attorney's Office have reviewed this request.

ALTERNATIVES

A. **Approve the amended P.U.D. Plat for the Cove at Eagle Mountain**
B. **Deny the proposed amendments and retain the original P.U.D. Plat.**
C. **Continue the item for further discussion and information.**

SIGNIFICANT IMPACTS:

The proposed amendments will not change the original intent or the Final Conditions of Approval on the Master Planned Development for this site. There will be a reduction of seven (7) units from the density of the project.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

The original seven fourplexes would be constructed.

RECOMMENDATION:

Staff recommends that the City Council approve the First Amended P.U.D. Plat for the Cove at Eagle Mountain based on the following:

Findings of Fact

1. The Cove at Eagle Mountain project is located at Gallivan Loop and Meadows Drive. It is zoned RD - MPD.
2. The reduction in density does not affect the intent nor the Final Conditions of Approval under the Master Planned Development for the project.
3. A financial guarantee is in place to ensure the completion of all public improvements and to protect the public from liability and physical harm if the developer or owner does not complete these improvements.
4. The Amended P.U.D. Plat is consistent with the Planning Commission approval of the Cove at Eagle Mountain.

Conclusions of Law

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

Conditions of Approval

1. The prior Master Planned Development approval for this phase, dated March 26, 1997 is in full force and effect.
2. City Attorney and City Engineer review and approval of the final form and content of the P.U.D. Plat for compliance with State law, the Land Management Code, and the conditions of approval, is a condition precedent to recording the P.U.D. Plat.
3. The applicant must obtain the signatures of all affected unit owners of the project in a form approved by the City Attorney and County Recorder prior to plat recordation, or otherwise satisfy the County Recorder as to recording requirements.
4. The applicant will record the First Amended P.U.D. Plat at the County within one year from the date of City Council approval. If recordation has not occurred within the one year's time, this approval and the plat will be void.
5. The density reduction resulting from this amendment is not transferable to other phases of Eagle Mountain, nor any other project.

EXHIBITS
Location map
Exhibit A - Proposed plat

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ORDINANCE NO. 98-___

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE COVE AT EAGLE MOUNTAIN PLANNED UNIT DEVELOPMENT PLAT LOCATED AT GALLIVAN LOOP AND MEADOWS DRIVE, PARK CITY, UTAH

WHEREAS, the owners of the property located Gallivan Loop and Meadows Drive have petitioned the City Council for approval of a revision to the P.U.D. Plat known as the Cove at Eagle Mountain; and

WHEREAS, the Cove at Eagle Mountain project is located at Gallivan Loop and Meadows Drive and the property is zoned RD - MPD;

WHEREAS, the proposal is consistent with the Park City Land Management Code requirements for the RD District, the Comprehensive Plan, and the Master Planned Development Approval;

WHEREAS, the reduction in density does not affect the intent nor the Final Conditions of Approval under the Master Planned Development for the project;

WHEREAS, a financial guarantee is in place to ensure the completion of all public improvements and to protect the public from liability and physical harm if the developer or owner does not complete these improvements.

WHEREAS, the property was posted and legal notice published according to the requirements of the Land Management Code and proper notice was sent to all property owners within 300 feet of the property in question;

WHEREAS, the City Council held a public hearing on July 9 1998 to receive input on the proposed amended P.U.D. Plat; and

WHEREAS, the Amended P.U.D. Plat is consistent with the Planning Commission approval of the Cove at Eagle Mountain, and

WHEREAS, it is in the best interest of Park City, Utah to approve the First Amended P.U.D. Plat, known as the Cove at Eagle Mountain;

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

SECTION 1. FINDINGS OF FACT. The above recitals are incorporated herein as Findings of Facts.

SECTION 2. CONCLUSIONS OF LAW.

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

SECTION 3. PLAT APPROVAL. The First Amended P.U.D. Plat, known as the Cove at Eagle Mountain, Park City, Utah, is approved as shown on the attached Exhibit A with the following conditions:

1. The prior Master Planned Development approval for this phase, dated March 26, 1997 are in full force and effect.
2. City Attorney and City Engineer review and approval of the final form and content of the P.U.D. Plat for compliance with State law, the Land Management Code, and the conditions of approval, is a condition precedent to recording the P.U.D. Plat.
3. The applicant must obtain the signatures of all affected unit owners of the project in a form approved by the City Attorney and County Recorder prior to plat recordation or otherwise satisfy the County Recorder as to recording requirements.
4. The applicant will record the First Amended P.U.D. Plat at the County within one year from the date of City Council approval. If recordation has not occurred within the one year's time, this approval and the plat will be void.
5. The density reduction resulting from this amendment is not transferable to other phases of Eagle Mountain, nor any other project.

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

PASSED AND ADOPTED this 9th day of July 1998

PARK CITY MUNICIPAL CORPORATION

____

Mayor Bradley A. Olch

Attest:

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Janet M. Scott, City Recorder

Approved as to form:

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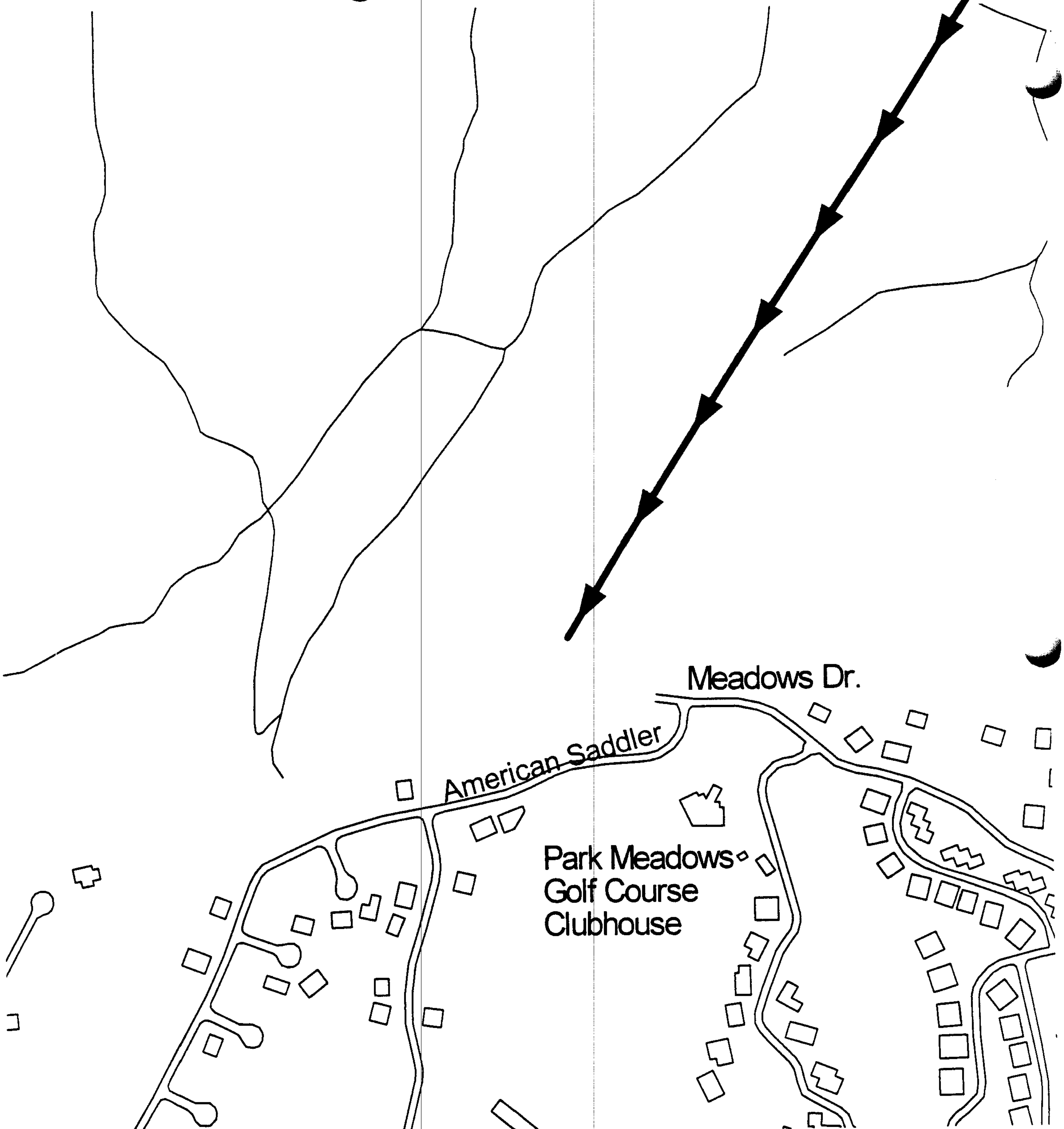
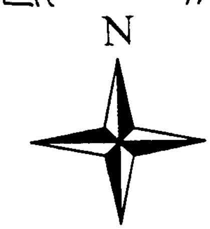
Mark D. Harrington, Assistant City Attorney

Cove @ Eagle Mountain



PARK CITY
1884



Vicinity Map

PARK CITY

1884

CITY COUNCIL STAFF REPORT

DATE: July 9, 1998
DEPARTMENT: Planning Department
AUTHOR: Ray Milliner
TITLE: 2900 Deer Valley Drive Condominium Record of Survey
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Conduct a public hearing and consider approving the record of survey plat for Building E at the Lodges at 2900 Deer Valley (Phase 2 of the Lodges).

DESCRIPTION:

A. Topic.

PROJECT STATISTICS

Project Name:	**The Lodge at Deer Valley - Phase 2**
Owner:	**Lodge Development Company LLC**
Location:	**2900 Deer Valley Drive East**
Zoning:	**RD-MPD**
Adjacent Land Uses:	**Residential**

B. Background.

On April 5, 1996, the Park City Planning Commission approved a Conditional Use Permit (CUP) for 125 residential condominium units at 2900 Deer Valley Drive East. Currently 53 of the units are under construction at Buildings B, C and D. The current application, which calls for an additional 26 units to be added in Building E for a total of 79 units, was approved by the Planning Commission on June 10, 1998.

C. Analysis

A Record of Survey map for Buildings B.C. and D was approved by the Planning Commission and City Council last year. The area in question for this application would convert the area recorded as "additional land"to Building E. This building was approved under the CUP. The building will house 26 of the approved 125 units. The Record of Survey was approved by the Planning Commission on June 10, 1998.

D. Notice

Notice of this project was sent to property owners within 300' on May 26, 1998. No formal comments have been filed at the time of this report.

E. Department Review.

The Community Development Department has reviewed this request. The City Attorney's Office will review the plat prior to recordation. The request was discussed at a Staff Review Meeting on May 19, 1998, where representatives from the local utilities and City Staff were in attendance and found it to be in conformance with all current requisite City development codes of which we are currently aware.

ALTERNATIVES

A. Approve the proposed Record of Survey Plat granting an additional 26 units to the Lodges at Deer Valley at Building E.

B. Deny the Record of Survey and retain the existing plat.

C. Continue the item and request further evaluation from Staff.

SIGNIFICANT IMPACTS:

Phase 2 will increase the number of units on the parcel from 53 to 79. This addition was contemplated in the CUP approval process and conforms with the approved site plan.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

If the Record of Survey is not approved as proposed, the building could be developed (per the CUP) but would not be allowed to have separate ownership (condominiums).

RECOMMENDATION:

Staff recommends that the City Council conduct a public hearing, consider public input and approve the Phase 2, Record of Survey for the Lodges at Deer Valley at 2900 Deer Valley Drive East based on the following Findings of Fact, Conclusions of Law and Conditions of Approval:

Findings of Fact:

1. The property is located in the RD-MPD District.

2. A conditional Use permit application was granted for this project in 1996. Buildings B, C and D are currently under construction on the site.

3. The proposed Record of Survey will create an area for the construction of a Building E housing 26 of the 125 units allowed by the CUP.

4. The proposal complies with the criteria established in the original CUP.

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Conclusions of Law:

1. There is good cause for the record of survey approval as it is an element of a previous Planning Commission action.

2. Neither the public nor any person will be materially injured by the proposed plat amendment.

3. The proposal is consistent with both the Park City Land Management Code Chapter 7 and Chapter 15 and the State Condominium Ownership Act.

Conditions of Approval:

1. City Attorney and City Engineer review and approval of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to plat recordation.

2. The proposed building must be reviewed for compliance with the Park City Land Management Code and Conditional Use permit under the building permit review process.

3. All conditions of approval established in the original CUP, dated April 10, 1996 for the current buildings are in full force and effect and shall be referenced on the plat.

EXHIBITS:

Exhibit A - Location Map
Exhibit B - Proposed Record of Survey Map

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2900 Deer Valley Dr.

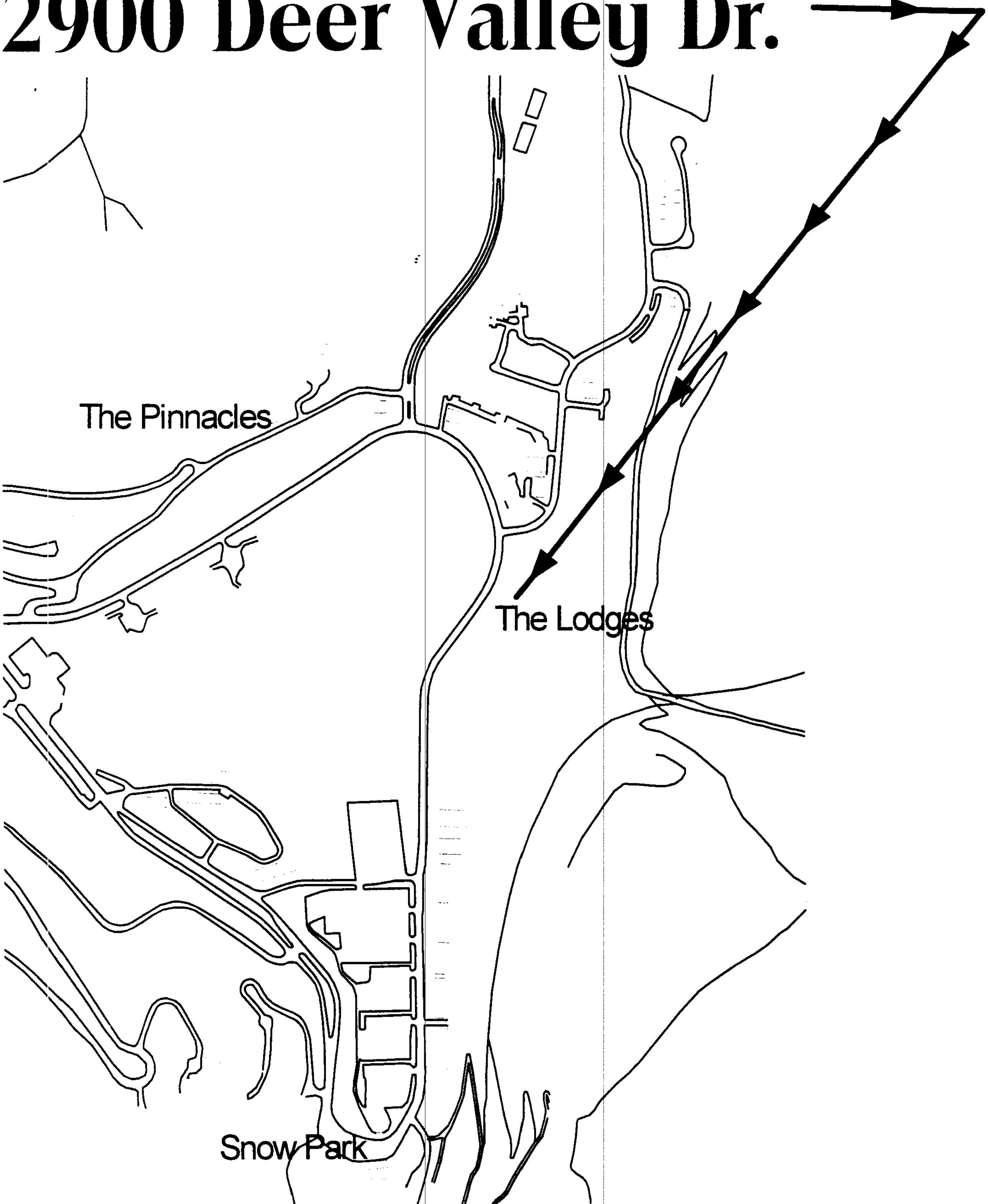
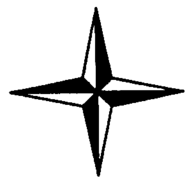


Exhibit A
Vicinity Map



Ordinance No. 98-

AN ORDINANCE AMENDING THE LODGES AT DEER VALLEY RECORD OF SURVEY PLAT LOCATED AT 2900 DEER VALLEY DRIVE, PARK CITY, UTAH

WHEREAS, the owners of the property known as 2900 Deer Valley Drive have petitioned the City Council for approval of a revision to the final plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on June 10, 1998, to receive input on the proposed condominium plat;

WHEREAS, the Planning Commission, on June 10, 1998, forwarded a positive recommendation to the City Council; and,

WHEREAS, on July 9, 1998, the City Council held a public hearing to receive input on the proposed plat amendment; and

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

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

SECTION 1. FINDINGS. The following findings are hereby adopted.

1. The property is located in the RD-MPD District.

2. A conditional Use permit application was granted for this project in 1996. Buildings B, C and D are currently under construction on the site.

3. The proposed Record of Survey will create an area for the construction of a Building E housing 26 of the 125 units allowed by the CUP.

4. The proposal complies with the criteria established in the original CUP.

SECTION 2. CONCLUSIONS OF LAW.

1. There is good cause for the record of survey approval as it is an element of a previous Planning Commission action.

2. Neither the public nor any person will be materially injured by the proposed plat amendment.

3. The proposal is consistent with both the Park City Land Management Code Chapter 7 and Chapter 15 and the State Condominium Ownership Act.

SECTION 3. PLAT APPROVAL.

1. City Attorney and City Engineer review and approval of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to plat recordation.

2. The proposed building must be reviewed for compliance with the Park City Land Management Code and Conditional Use permit under the building permit review process.

3. All conditions of approval established in the original CUP, dated April 10, 1996 for the current buildings are in full force and effect and shall be referenced on the plat.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon publication.
PASSED AND ADOPTED this 9th day of July 1998 .

PARK CITY MUNICIPAL CORPORATION

____

Bradley A. Olch, MAYOR

ATTEST:

____

Jan Scott, City Recorder

APPROVED AS TO FORM:

____

Mark Harrington, Deputy City Attorney

CITY COUNCIL STAFF REPORT

DATE:	**9-Jul-98**
DEPARTMENT:	**Planning Department**
AUTHOR:	**Megan Ryan for the CDD computer workgroup** MER
TITLE:	**Contract Upgrade with Sierra Computers**
TYPE OF ITEM:	**Administrative**

SUMMARY RECOMMENDATIONS: Authorize staff to enter into a contract in a form approved by the City Attorney for an amount not to exceed $65,000 with Sierra Computers Systems, Inc. to perform the conversion of Permits to Permits Plus this summer and fall for an anticipated start up time of January 1999.

The Council authorized the Finance Director to create a Capital Improvement Project of $65,000 to fund this activity for fiscal year 1998-99 by adopting the budget on June 18,1998.

DESCRIPTION:

A. Topic.

Proposed contract upgrade with Sierra Computers Systems, Inc. for the Windows version of Permits software.

B. Background.

Proposed contract upgrade with Sierra Computers Systems, Inc. for the Windows version of Permits software.

In 1992/93 the City issued a Request for Proposal to hire a software vendor to create a computerized land use data base and permit process system. In 1994 Sierra Computers of California was selected. The system was Disc Operating System (DOS) based and their system is called PERMITS. The City has been using the proprietary system since 1994.

Building, Planning and Engineering utilize the system. All the City's building permit activity is handled through the PERMITS software.

Sierra has since developed a Windows based system that is currently in its 3.0 version. The city is currently entirely on a Windows based operating system. In the recent year, staff and technical services have encountered operation problems between the DOS program being used on a Windows based system. The staff has recommended to the Senior Management team that the system be upgraded to the Windows based system. This process is called Migration.

In fiscal year 97/98, the staff had requested and received approximately $18,000 to perform this upgrade. A team, representing each department, was compiled to implement the conversion. Upon close examination it was made clear that the conversion involved significant staff time and programming knowledge to achieve. The funds have not been used and will revert to General Fund balance at the end of the fiscal year.

The team also discussed additional training needs, (nine new staff members have been hired since the system was purchased and have not fully utilized the system's capacity) and ways in which the upgrade could tie in the discreet department functions in a more efficient fashion. For example, prior to the issuance of a building permit a project may very well have gone through a Conditional Use permit or Historic District Commission review or a myriad of other process. If the respective staff reports or conditions could be attached to that parcel prior to building permit issuance it would streamline the efficiency of the building permit process and allow all of the CDD staff to have the most relevant up to date information on a particular project. Customer service will be improved through the ability to provide complete information to an applicant or the public at one time.

The upgraded system called, PERMITS PLUS, is compatible with most GIS, (Geographic Information Systems), based systems should the City choose to move in that direction in the future. Upgrades or links can be developed at additional cost to connect the permit system to Arc View or Auto Cad, two mapping systems that the City currently uses.

C. Analysis

Alternative A: Turnkey with Sierra –Cost $65,000

After discussions with the City Manager, the staff requested a bid estimate from Sierra as to 1) what a turnkey migration would cost and 2) how new development activities could be created to help facilitate communication between departments.

The estimate was returned on June 30 was at approximately $57,630 total (travel expenses will be negotiated to be billed as needed and will reduce this estimate). The migration was estimated at $37,047 and the development activity at $15,188. Again, staff anticipates if this option is chosen that the two processes would occur simultaneously and travel expenses would be coordinated to save on time and expenses. The development activities figure could also be substantially lower than quoted once Sierra can define the extent of the actual upgrades that they will need. The company would not invest in researching the need level until a signed contract was in place. Another mandatory element of the contract would be a not to exceed amount which would be a condition at signing.

Under the turnkey scenario the project would take at least six months and would begin in July. The new system would be expected to be in operation by January of 1999. This option would involve the heaviest staff participation in the winter months which have traditionally been somewhat slower than the summer months.

The next step was to determine what funds were available if the turnkey option was selected. No carry forward monies were available per budget policy and the City Manager and Finance Director propose, upon Council direction, to create a Capital Improvement project for this activity for fiscal year 1998-99. This project was approved as part of the adopted budget on June 18, 1998.

As discussed a the meeting of June 18, 1998, the Finance Director indicated that the funding source would be from the anticipated new growth in property taxes not from the city's reserves. Since that time the Finance Director has received preliminary tax figures and the numbers reflect the original projections. The staff anticipates using those funds as planned.

No substantial hardware upgrades are anticipated. Memory upgrades for the conversion are anticipated at approximately $1,000 and can be supported in the Administrative Services budget.

Alternative B: Undertake conversion in-house. Estimated Cost $50,000
If the staff were to a undertake the conversion in house, two staff members would need to reallocate their existing responsibilities to other staff members and concentrate fully on the conversion. Technical training in software programming would also be required. To date the staff has managed and trained themselves on the system in addition to their regular duties. All of the staff members involved in this project are self taught and most certainly are not experts in the field of software programming and maintenance. The anticipated cost of transferring two full time staff persons to this function for a six month period is approximately $50, 000 for two new part time contract workers that would be hired to fulfill the re-allocated employees responsibilities for six months. Technical Services would also need to allocate significant support time to this project.

It is anticipated that even in the turnkey alternative a considerable amount of staff time and technical service time will be required in contract negotiation, system design, contract monitoring, development of new activities and staff training on the new system.

Alternative C: Maintain the exisiting system. Estimated Cost unknown.
Technical problems are anticipated to continue with the use of a DOS based system in a windows environment and may affect efficency as the system crashes more frequently.

Electronic communication may not increase and levels of services may stay the same. The annual liscence fee is $8,000.

Alternative D: Alternate provider. Estimated Cost $59 - $100,000.
Terminate the relationship with Sierra and start with a new service provider. The staff would have to completely abandon the exisiting system because the current software is proprietary. Initial contacts to alternate vendors produced estimates in the range from $59,000 to $80,000 plus hardware.

The RFP process and resulting installation and training with a new vendor would probably take 18-24 months to complete. The time is longer than a turnkey alternative because all the time needed for an RFP process and because staff anticipates that the existing system data would need to be manually re-entered into a new system.

Alternative E: Upgrade system to Windows and leave development activities vacant. Estimated Cost $44,000
This alternative may be in the short term less expensive but in the long term may result in higher costs. This alternative would not utilize the capabilities of the system and would require repeat training and learning curve development time if the development activities were to be added at later date. Communication between departments and with applicants would also not be centralized and would continue to create communication lags between departments and the general public.

D. Department Review
The Community Development Department, Legal, Finance, Technical Services and City Managers departments have reviewed this request.

ALTERNATIVES
A. Approve the staff's recommendation to utilize the turnkey alternative and take action at the Council's regular meeting of July 9, 1998 to enter into a contract with Sierra. Budget authorization was received on June 18, 1998 in order to create a capital improvements project line item.
B. Direct staff to reallocate existing duties and complete the conversion in house.
C. Maintain the current DOS based system and anticipates more technical problems. Customer service level stays at same rate.
D. Direct staff at the Council's regular meeting of July 9, 1998 to terminate the contract with Sierra and initiate an RFP process for another service provider.
E: Direct staff to upgrade system to Windows and leave development activities vacant. Estimated Cost $44,000.

SIGNIFICANT IMPACTS:
The biggest financial impacts occur under Alternative A, yet this option also has the lowest level of staff involvement and the highest anticipated return. Alternative B involves significant disruption to existing staff responsibilities and has a dubious outcome in regards to the success of the conversion. New development activity could not

be achieved under this alternative. Alternative C has the lowest short term costs but may result in higher long term costs if the system crashes and the City's data base is lost. Alternative D is close to Alternative A in costs but prolongs the implementation schedule for at least 18 months. Alternative E gets a basic upgrade to windows but does not achieve the CDD's customer service and inter-departmental goals.

RECOMMENDATION:
This item has been scheduled for discussion and direction at the Council's meeting of July 9, 1998. The staff introduced this request to the Council in the form of a Managers report to the Council prior to the budget meeting on June 18.

The staff would like the authorization to enter into a contract in a form approved by the City Attorney, for a amount an not to exceed of $65,000 with the funds outline above (Alternative A) with Sierra to perform the conversion this summer and fall for an anticipated start up time of January 1999.

Exhibits
Exhibit A - Draft Contract 7/6/98

EXHIBIT A

'PERMITS' Plus ™ VERSION

AGREEMENT BETWEEN

Sierra Computer Systems, Inc., hereinafter referred to as SCSI, and ~~City of~~ Park City Municipal Corporation, UT hereinafter referred to as User.

Executed this ____ day of____, 1998.
User must execute this agreement and return to SCSI by July 15, 1998 to be valid.

RECITALS

SCSI provides the ***'PERMITS' Plus*** ™ System, hereinafter referred to as "Software".
SCSI provides and installs this "SOFTWARE" and licenses its use.

Customer	:	~~City of~~ **Park City** Munic. Corp.
Address	:	P.O. Box 1480 **445 Marsac Ave.**
	:	
City/State/Zip	:	**Park City, UT 84060**
Product Name	:	***'PERMITS' Plus*** ™
SCSI Reference	:	
Release No.	:	**03 or Higher**
No. of Licenses	:	**12**
License Fee And Services	:	**$8,000.00 (Access Database)** and $43,028 (installation and activity development services)

TERMS AND CONDITIONS OF AGREEMENT
BETWEEN SCSI AND USER
GENERAL CONDITIONS OF ***'PERMITS' Plus*** ™ LICENSE

A1.00. HEADINGS. Headings are for convenience only and shall not be deemed to be part of this Agreement.

A2.00. MODIFICATION. No modification or variation of this Agreement shall be valid unless in writing signed by both parties.

A3.00. SEVERABILITY. If any provision of this Agreement shall be construed to be illegal or invalid, the legality or validity of any other provision hereof shall not be affected thereby. Any illegal or invalid provisions of this Agreement shall be construed by a court of competent jurisdiction to have the broadest scope permissible under the law of said jurisdiction, and if no validating construction is possible, shall be severable, and all other provisions hereof shall remain in full force and effect.

A4.00. DELAYS.

.01. Neither party shall be liable, in damages or otherwise, for any delay in the installation and implementation of the "Software" or any component thereof or any service to be rendered by it hereunder, or for failure to give notice of any delay, when such delay is due to the elements, acts of nature, acts of civil or military authorities, acts of the other party which are not provided for in this Agreement and which cause unreasonable delays in this Agreement by the other party, any delay in transportation or delay in delivery by its vendors beyond its reasonable or actual control, or any other causes beyond the reasonable or actual control of the party. Each party's schedule of performance shall be extended by a period of time equal to the time lost because of any such delay, provided written notice has been given to the other party of such delay and its estimated duration, within five (5) days of the time the party has actual knowledge of such delay.

.02. Notwithstanding the foregoing, in every case, the delay or failure to perform must be beyond the control, and without the fault or negligence of, the party claiming excusable delay.

A5.00. PAYMENT.

.01. The sum of $8,000.00 for the "Software" services shall be paid within thirty (30) days after signing this Agreement.

.02. ~~User agrees to pay any tax for which it is responsible hereunder, or which is assessed against User, exclusive however, of income taxes based on the income of SCSI. If any such tax is paid by SCSI, to reimburse SCSI therefore upon receipt by User of proof of payment.~~ User is a tax-exempt government entity and its tax identification numbers are 87-6000230 (federal) and D97030 (Utah). User shall not pay any taxes associated with this Agreement.

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.03. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreements or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both User and SCSI.

.04. This License fee does not include Installation Services as specified in Exhibit A..

A6.00. PATENT AND COPYRIGHT INDEMNITY.

.01. SCSI agrees to defend, hold harmless and indemnify User from and against any claim, action, liability, cost or damage for infringement of any patent, copyright or similar property right (including, but not limited to, misappropriation of trade secrets) based on any software or any other materials furnished hereunder by SCSI. SCSI shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise, unless otherwise mutually agreed to in writing by the parties hereto.

A7.00. RELATIONSHIP OF PARTIES.

.01. At all times during the term of this Agreement, SCSI shall be an independent contractor and shall not be an officer, agent, or employee of User. User shall have the right to control SCSI only insofar as the result of SCSI services rendered pursuant to this Agreement.

.02. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture. Neither party shall incur any debts or make commitments for the other party.

A8.00. "SOFTWARE" SECURITY AND ACCESS.

.01. Each party acknowledges that all information concerning the other party is "Confidential and Proprietary Information". Each party agrees that it will not permit the duplication, use or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees and agents who must have such information for the performance of obligations under this Agreement), unless authorized in writing by the other party, as allowed by statute.

.02. All financial, statistical, personnel, technical, and other information or data relating to the User, which is designated confidential by the User but made available to SCSI in order to carry out this Agreement, will be protected by SCSI from unauthorized use and disclosure. SCSI shall also observe the same or equivalent requirements as are applicable to the User with regard to protecting confidentiality. SCSI will instruct its personnel to keep such information confidential. SCSI shall not be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in SCSI's possession, is independently developed by SCSI outside the scope of this Agreement, or is rightfully obtained from third parties.

A9.00. USERS INSTRUCTION.

.01. SCSI shall be responsible for ensuring that its employees, servants, and agents will, whenever on User's premises, obey all reasonable instructions and directions issued by User.

.02. Unless otherwise agreed to by the parties, SCSI personnel, while working on User's premises, shall observe the working hours, working rules and holiday schedules of User applicable to such User premises. User agrees to provide reasonable working space, resources and materials which are necessary for the performance of services under this Agreement, provided, however, that such working space, resources and/or materials are agreed upon by User for such services and the use of any such working space, resources and/or materials is arranged so as to minimize any disruption to User's normal business operations.

.03. Except for the Migration Services and Activity Development provided by SCSI as defined in the Exhibit A - Scope of Services. User shall be responsible for the input of all data into the computer memory and for reconciliation and accuracy of that data and for taking such administrative steps necessary to input that data.

.04. Any (i) modification, change, addition or substitution to the "Software" made by User, (ii) any interfacing of the "Software" with any other program or programs, or (iii) any change in the operating environment of the "Software" may degrade the performance of the "Software". Except for the Migration Services and Activity Development provided by SCSI as defined in the Exhibit A - Scope of Services. -User acknowledges that any such modification, interfacing or change shall be made at the sole request and expense of User and that SCSI shall have no responsibility for any consequences thereof.

.05. The "Software" product, data structure, field descriptions, field definitions, and data relationships are subject to change ~~without~~ upon providing User with reasonable notice. These changes may result from product development, enhancements, additional features, bug fixes and/or circumstances beyond the control of SCSI. Additional tables and relationships may be added or removed as product development standards dictate. Upon receipt of the notice, User shall have the right to reject the change if said change materially reduces the Software capabilities from those specified in the Warranty in section A13.00 below.

Third party applications (those applications or facilities not supplied by SCSI) which may utilize and rely on the data structure and specific relationships may be adversely affected by these changes. Third party applications may be rendered inoperative, or produce results which are inaccurate or unreliable due to modifications of the data structure. These anomalies, when created by changes in the "Software" data structure, within third party applications are not the responsibility of SCSI nor covered under any level of software maintenance agreement.

.06. SCSI, as a policy, does not provide assistance or additional activity development on permit or activity types which have been developed by non-SCSI employees running in conjunction with the "Software". SCSI has no certification program for third party providers of developmental services within the "Software", nor does SCSI recommend the use of third party assistance providers. Activities and permits developed ~~for agency use~~ by third party providers are not covered by any level of software maintenance.

.07. SCSI recommends and supports the network configurations as specified in the most recent release of the "Software" implementation guide. No other network configurations, specifically any configurations differing from those specifications are not supported and/or covered by any level of software maintenance. Any assistance rendered in support of configurations not specifically approved in advance will be billed at the prevailing time and materials rates for such assistance.

.08. SCSI shall be entitled to rely upon as accurate and correct any specifications, criteria, maps or any other data furnished by User or others. If subsequent errors are discovered in data furnished by User which necessitate redoing services, SCSI shall be compensated for such extra services. SCSI shall not be liable to User for errors or omissions in data furnished by User.

A10.00. SCSI INSTRUCTIONS

.01. SCSI shall be responsible for delivery of the Licensed Software Source Code to SCSI's escrow account. The escrow account will be stored at the location of Mr. Mike Gunning CPA, 1103 West Center Street, Visalia, Ca. 93291. Licensed Software Source code will be made available from the escrow agent to User if:

a) The most current version of the "Software" is not supported by SCSI.

In such case, copies of the Software written by SCSI and documentation will be provided to the User under the terms of this agreement. Source Code (most current version) will be made available for a fee equal to the License Fee. User has unrestricted access to all software it has accepted from SCSI, but may not transfer source code or documentation to any other agency, commercial or private business under any conditions.

02. SCSI shall be responsible for completion of the Scope of Services attached as Exhibit A.

03. SCSI 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 SCSI'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 SCSI; and provided further, that nothing herein shall require the SCSI 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. SCSI expressly agrees that the indemnification provided herein constitutes the SCSI's limited waiver of immunity as an employer under Utah Code Section 35-1-60; provided, however, this waiver shall apply only to the extent an employee of SCSI claims or recovers compensation from the City for a loss or injury that SCSI 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. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

04. SCSI 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 SCSI, their agents, representatives, employees, or subcontractors. SCSI shall provide a Certificate of Insurance evidencing Professional Liability insurance written on an occurrence basis with limits no less than one million dollars ($1,000,000). The City shall be named as an additional insured on the insurance policy, as respect to work performed by or on behalf of SCSI 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 30 days advance notice of cancellation. The City reserves the right to request certified copies of any required policies. A $500 fee will be added to the maintenance agreement to name the City as additional insured.

05. SCSI shall not subcontract nor assign any portion of its performance under this Agreement without the advanced, written approval of the City. The City reserves the right to reject without cause any such request.

A11.00. APPLICABLE LAW.

.01. This Agreement shall be governed and construed under the laws of the State of Utah. Any action to enforce the provisions of this Agreement shall be filed in a court located in the State of Utah.

A12.00. SOFTWARE LICENSE.

.01. SCSI grants and User accepts upon the terms and conditions contained herein, non-exclusive, non-transferable, perpetual license to unlimited use of "Software" solely for User's own purposes. The license granted under this Agreement authorizes User to use the "Software" in machine readable form by **12** concurrent users. The "Software" shall include in its meaning, documentation and technical information provided to User in written form for use in connection with the software.

.02. SCSI warrants that it has good title to such "Software" and that User will have undisturbed use of the "Software" in accordance with the terms of this Agreement.

.03. User expressly agrees that it will not sell, lease, assign or in any way transfer, such "Software" or any rights herein to any person, partnership, corporation or other entity.

.04. User shall include and shall not alter, remove or conceal, any copyright, trade secret or other proprietary notices on the "Software".

.05. Title and ownership to the "Software" and Intellectual Property Rights is not hereby nor in any other way transferred to User. User acknowledges that SCSI retains the exclusive right to sell, lease, license, assign, or otherwise transfer the "Software" (and any module thereof) and that SCSI may enter into similar or identical conveyances of similar or identical rights with other SCSI clients.

.06. User may not cause or permit disclosure of, or access to, the License Software in whole, in part or in any form to any person, firm, corporation or other entity who or which are not salaried employees or agents of the User without the expressed prior written consent of SCSI.

.07. The User acknowledges that the "Software" contains valuable proprietary information and trade secrets and that unauthorized dissemination of the "Software" Programs (including, without limitation, disassembly, decompiling or reverse engineering) could cause irreparable harm to SCSI.

.08. The User shall not make copies of the "Software" except that reserve copies of a magnetically recorded "Software" that is delivered on tape or magnetic disk media may be made to protect against "Software" destruction for back-up procedures.

.09. The User may copy documentation for its own use provided that copyright and other proprietary notices on any copies are made in accordance with SCSI or its supplier's instructions.

.10. Other Agencies in your County, as defined by SCSI, may purchase a three user concurrent license for a fee of $7,495.00 plus any applicable sales or use tax. This license can be used on User system or on the new agencies own system. Any increases to the number of licenses will be charged at the then prevailing rate. The new agency will be required to maintain a separate Maintenance Agreement with SCSI. Any implementation services required of SCSI will be charged at SCSI's then prevailing rate. This option is available through July of 1999 unless extended in writing by SCSI.

A13.00. WARRANTIES.

.01. SCSI warrants and represents that it has full authority to enter into this Agreement and to consummate the transaction contemplated hereby and that this Agreement is not in conflict with any other Agreement to which SCSI is a party or by which it may be bound.

.02. SCSI warrants that the "Software" as installed will meet all advertised specifications in our manuals.

.03. The software provided by SCSI under this Agreement is warranted to be free from reproducible defects through June 30, 1999. This is contingent upon the USER paying for GOLD Maintenance on the existing *'PERMITS'* ™ installed at the USER site. Both *'PERMITS'* ™ and *'PERMITS' Plus* ™ will be covered through this period. All material and labor to repair any such defects will be provided free of charge for the full warranty period.

This warranty is void if:
(a) The "Software" is used in other than its normal customary manner;
(b) The "Software" has been subjected to misuse;
(c) The "Software" has been subjected to modifications initiated by the customer without the express prior consent and written approval of SCSI.

A14.00. WAIVER.

.01. It is expressly understood and agreed that no waiver granted by User for any violation of any covenant, term or condition of this Agreement shall be construed to constitute a waiver of the same or any further violation without the prior written approval of the User.

A15.00. RESOLUTION OF DISPUTES.

.01. It is anticipated that disputes between SCSI and the User will be resolved between the parties. Disputes or questions of interpretation may be referred to a committee composed of representatives from SCSI and the User. The parties agree that in attempting to resolve disputes they will act promptly, reasonable and in good faith.

A16.00. NOTICE. All notices, requests demands and other communication shall be in writing and sent by registered mail, certified mail or hand delivery, addressed to the party's principal place of business herein written. Either party may by notice in writing, direct that future notices or requests, or demands be sent to a different address. Notices given by mail shall be deemed given upon deposit in the United States mail. Notices given by hand delivery shall be deemed given at the time of actual delivery.

SCSI Sierra Computer Systems, Inc.
1731 West Walnut Avenue
Visalia, California 93277

USER ~~City of~~ Park City Municipal Corp
Attn: Bob Taylor
P.O. Box 1480
445 Marsac Ave.
Park City, UT 84060

Cc: Park City Munic. Corp
Attn: City Attorney
P.O. Box 1480
Park City, UT 84060

A17.00 TERMINATION. If SCSI fails to perform in the manner called for in this Agreement, or if SCSI fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within seven (7) days written notice thereof, the City may immediately terminate the services portion of this agreement this Agreement for cause. Termination shall be effected by serving a notice of termination on SCSI setting forth the manner in which the SCSI is in default. SCSI will only be paid for services performed in accordance with the manner of performance set forth in this Agreement. In no manner are the rights to the Software product transferred under this termination. The License Agreement will survive this termination.

User hereby acknowledges that User has read this Agreement, understands it and agrees to be bound by its terms and conditions. User further agrees that it is the complete and exclusive Agreement between User and SCSI relating to the subject matter of this License. User acknowledges receipt from SCSI of a true copy of this Agreement.

SCSI

By: ______________________________

Typed: Robert Ausherman, President
Sierra Computer Systems, Inc.
1731 West Walnut Avenue
Visalia, California 93277

USER

By: ______________________________

Typed: ~~City of~~ Park City Munic. Corp
P.O. Box 1480
445 Marsac Ave.
Park City, UT 84060

Exhibit A

SOFTWARE LICENSE AGREEMENT - INSTALLATION SERVICES/SCOPE OF SERVICES

A. **Migration Services**: SCSI shall provide the following programs and services relating to the "Software":

1. Migration programs supplied to user for relocating activity types to the ***'PERMITS' Plus***™ platform.
2. Migration programs to relocate ***'PERMITS'*** ™ history data to ***'PERMITS' Plus***™.
3. Programs to replace periodic update programs for Contractor's and Assessor's data, when these programs exist and were originally supplied by Sierra.
4. User Training/Technical classes for four (4) days at the SCSI site for 2 members of the agency's staff.

SUBTOTAL OF ITEMS 1-4	$ 8,000.00

5. ~~Additional services, not included as part of the Basic Migration Services described above, may be contracted for on a time and materials basis at the hourly rates listed in Section "D" below.~~ installation of the Software and migration programs. Per previous conversations, the ~~assistance~~ installation hours are based on the City having up to 17 active compositions:

		Hours Budgeted	Rate	Dollars Budgeted
a.	Travel to and from Agency Site (4 visits)	28	$ 87.00	$ 2,436.00
b.	Design/Review Assistance	36	$ 87.00	$ 3,132.00
c.	Activity Dev. Assistance (Up to _ activities)	0	$ 87.00	0
d.	Project Management/Installation	48	$ 87.00	$ 4,176.00
e.	Additional Training (per day)	0	$1,100.00	0
f.	Workflow Assistance	30	$ 87.00	$ 2,610.00
g.	DBMS Assistance	0	$ 140.00	0
h.	ODBC Drivers	N/A	N/A	0
i.	Document Assistance	76.5	$ 87.00	$ 6,655.50
j.	Scripts Assistance	76.5	$ 87.00	$ 6,655.50
k.	Reports Assistance	25	$ 87.00	$ 2,175.00
l.	System Modifications	0	$ 87.00	0
m.	Estimates	0	$ 87.00	0
n.	Travel Expenses (See section E below)	N/A	N/A	~~$ 7,000.00~~***
o.	Other	0		0
		SUBTOTAL OF ITEM 5		$~~34,340.00~~27,840.00

6. Please note that the City will need to upgrade their current Premier Maintenance (on the PC platform) to Gold maintenance before these prices are valid. ($3,622.00 for Gold maintenance minus $2,415.00 for current Premier maintenance) Both the ***'PERMITS' Plus™*** and ***'PERMITS'*** ™ will be covered under this arrangement through June 30 1999.

SUBTOTAL OF ITEM 6	$ 1,207.00
TOTAL FOR SECTION A (MIGRATION SERVICES)	$~~44,047.00~~37,047

B. **Activity Development and Onsite Training**, per previous conversations, following is an estimate for ~~assistance~~ installation with up to 11 inactive or incomplete compositions (that the City currently has on their current DOS platform) ~~in~~ which SCSI will~~Sierra will assist in making~~ make live in ***'PERMITS' Plus*** ™:

		Hours Budgeted	Rate	Dollars Budgeted
a.	Travel to and from ~~Agency~~ User Site (2 visits)	14	$ 87.00	$ 1,218.00
b.	Activity Development ~~Assistance~~ (Up to 11 activities)	110	$ 87.00	$ 9,570.00
c.	Additional Training (per day)	4 days	$1,100.00	$ 4,400.00
d.	Travel Expenses (see section E below)	N/A	N/A	~~$ 3,500.00~~***
	TOTAL FOR SECTION B (Activity Dev. & Training)			$~~18,688.00~~15,188.00

C. **Peripheral Technologies**, when added to the ***'PERMITS' Plus***™ system are priced independently.

	Cost	Included	Assistance Hours	Dollars Budgeted	Annual Maintenance
'PERMITS' Plus ™	$ 0	Yes			
Shipping and Handling	$ 225.00	Yes (Already Have)			
'PERMITS' POS ™	$5,000.00	No	0	0	N/A
'PERMITS' TrueGIS ™	$5,000.00	No	0	0	N/A
'PERMITS' Imaging ™	$5,000.00	No	0	0	N/A
'PERMITS' Net™	$9,500.00	No	0	0	N/A
'PERMITS' Scan-It ™	$2,000.00	No	0	0	N/A
'PERMITS' Voice ™	$5,000.00	No	0	0	N/A
'PERMITS' PDA ™	$2,000.00	No	0	0	N/A
Metro Scan Interface	$2,000.00	No	0	0	N/A
'PERMITS' Connect ™	$5,000.00	No	0	0	N/A
'PERMITS' OfficeLink™	$ 500.00	No	0	0	N/A

Sales Tax on half of annual maintenance for the Peripheral Technologies N/A

SUBTOTAL C **$ 0**

TOTAL $52,235.00

~~D. Sierra's published hourly rates~~

~~1. Data Base/Network/Connectivity Assistance $140.00 Per Hour or $1,120.00 Per Day~~
~~2. Project Management/Implementation Assistance $92.00/Hour or $736.00 Per Day~~
~~3. Programming Services/Enhancements/Modifications/Travel $92.00/Hour or $736.00 Per Day~~
~~4. Documentation/Research $64.00/Hour or $512.00 Per Day~~
~~5. Clerical Support Services $32.00/Hour or $256.00 Per Day~~
~~6. Additional Onsite Training (No Expenses Included) $1,100.00 Per Day~~
~~7. Overtime above 8 hours per day or 40 hours per week may be billed at 1 ½ times the prevailing rate.~~

D~~E~~. **Any additional services** required by the User which are not included as part of the Migration Services described in Paragraphs A through B above, will be provided by SCSI at the following rates, plus expenses (effective June 1, 1998):

1. Data Base/Network/Connectivity Assistance $140.00 Per Hour or $1,120.00 Per Day
2. Project Management/Implementation Assistance $92.00/Hour or $736.00 Per Day
3. Programming Services/Enhancements/Mods $92.00/Hour or $736.00 Per Day
4. Documentation/Research $64.00/Hour or $512.00 Per Day
5. Clerical Support Services $32.00/Hour or $256.00 Per Day
6. Additional Onsite Training (Plus Expenses) $1,100.00 Per Day
7. Overtime above 8 hours per day or 40 hours per week may be billed at 1 ½ times the prevailing rate.

These costs do not include Drivers, Emulators, Report Generators, Database Engines (except for Access), Computer or Networking hardware/software. Client/Server support will carry an additional support premium of $3,000.00. Other consulting and onsite assistance is available at our prevailing rates.

E. **Travel**. All travel expenses must be approved by User, said approval not to be unreasonably withheld. SCSI shall provide User with reasonable advanced notice (minimum of 2 weeks unless travel requested by User) of SCSI's travel plans. User will directly pay for airfare, hotel and rental car services. User may provide a city vehicle in lieu of a rental car. All travel services shall be consistent with normal business standards. User shall reimburse SCSI for all reasonable other costs of travel, such as meals, parking and incidental expenses.

F. **Schedule**. Time is of the essence in the accomplishment of this work. The term of this Agreement shall be from July 15, 1998 to March 15, 1998. The City has scheduled a "go live" date for this software installation of January 1, 1999. To achieve this date, the City establishes the following list of benchmark dates which must be met. This Agreement must be executed and received by Service Provider by July 15, 1998. Any delays created by the City will extend the implementation plan by the same time period.

Activity Development for new Planning Activities	November 15, 1998
Software Installed and Functioning	November 15, 1998
Custom on-site training at City	Week of Dec. 7, 1998
Go-live date (Substantial Completion)	January 1, 1999
Acceptance Date	March 15, 1999

G. **Payment**. Payments for services provided hereunder shall be made according to the following schedule:

25% at signing of this Agreement
25% within 30 days of Software Installation
25% within 30 days of Substantial Completion
25% at Acceptance Date

No payment shall be made for any service rendered by SCSI except as set forth in this Agreement, or by written change order executed by both parties. Interest shall accrue at a rate of six percent per annum for services remaining unpaid for thirty (30) days or more. SCSI may suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

'PERMITS' Plus ™

AGREEMENT BETWEEN

Sierra Computer Systems, Inc., hereinafter referred to as SCSI, and ~~City of~~ Park City Municipal Corporation, UT , hereinafter referred to as User.

Executed this ____ day of ________, 1998.
User must execute this agreement and return to SCSI by July 15, 1998 to be valid.

RECITALS

SCSI provides "SOFTWARE MAINTENANCE" for the product listed below. Software maintenance provides both software update service and software problem resolution service. While there is no charge for updates while under annual maintenance agreement, substantial product enhancements may carry a nominal charge.

Customer	:	~~City of~~ **Park City** Municipal Corporation
Address	:	P.O. Box 1480 **445 Marsac Ave.**
	:	
City/State/Zip	:	**Park City, UT 84060**
Product Name	:	***'PERMITS' Plus*** ™
SCSI Reference No	:	**WIN98**
Release No	:	**03 or Higher**
No. of Licenses	:	**12**
Fee Plus Tax	:	**$5,395.50 (Using Access Database and additional insured) (Contingent upon upgrading from Premier to Gold maintenance on PC platform)**

TERMS AND CONDITIONS OF AGREEMENT
BETWEEN SCSI AND USER
GENERAL CONDITIONS OF *'PERMITS' Plus* ™ SOFTWARE MAINTENANCE

A1.00. HEADINGS. Headings are for convenience only and shall not be deemed to be part of this Agreement.

A2.00. MODIFICATION. No modification or variation of this Agreement shall be valid unless in writing signed by both parties.

A3.00. SEVERABILITY. If any provision of this Agreement shall be construed to be illegal or invalid, the legality or validity of any other provision hereof shall not be affected thereby. Any illegal or invalid provisions of this Agreement shall be construed by a court of competent jurisdiction to have the broadest scope permissible under the law of said jurisdiction, and if no validating construction impossible, shall be severable, and all other provisions hereof shall remain in full force and effect.

A4.00. DELAYS.

.01. Neither party shall be liable, in damages or otherwise, for any delay in the service to be rendered hereunder, or for failure to give notice of any delay, when such delay is due to the elements, acts of nature, acts of civil or military authorities, acts of other party which are not provided for in this Agreement and which cause unreasonable delays in this Agreement by the other party, any delay in transportation or delay in delivery by its vendors beyond its reasonable or actual control, or any other causes beyond the reasonable or actual control of the party. Each party's schedule of performance shall be extended by a period of time equal to the time lost because of any such delay, provided written notice has been given to the other party of such delay and its estimated duration, within five (5) days of the time the party has actual knowledge of such delay.

.02. Notwithstanding the fore-going, in every case, the delay or failure to perform must be beyond the control, and without the fault or negligence of, the party claiming excusable delay.

A5.00. STATEMENT OF WORK.

.01. SCSI agrees to perform Software Maintenance. While there is no charge for *'PERMITS' Plus* ™ updates while under this annual maintenance agreement, substantial product enhancements will be offered under a separate Agreement.

.02. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both User and SCSI.

.03. SCSI shall provide User with a reasonable amount of consultation by telephone to assist the User in software problem resolution of the *'PERMITS' Plus™* software, during SCSI's normal working hours.

.04. SCSI shall provide User with remedial maintenance of software to substantially conform the software to SCSI's published program specification for that release level of software identified in the most current release. SCSI shall, within a reasonable time period, supply computer program code to correct any reproducible error created by the *'PERMITS' Plus™* software, provided that SCSI's diagnostics indicate that such non-conformity or error was in existence during the subscription period or during the initial Warranty Period extended to the User in the purchase agreement for SCSI software.

.05. Suspected *'PERMITS' Plus™* error conditions will be investigated and corrected by SCSI personnel at SCSI's offices to the extent possible. Onsite corrections shall be at the exclusive judgment of SCSI at no additional cost to the User. User may, however, request that SCSI conduct such investigations and travel to the location of the User at the User's request; User will pay SCSI for reasonable travel and subsistence expenses. If SCSI, in its reasonable judgment, determines that the suspected error condition was attributable to a cause other than an error in the *'PERMITS' Plus™* software or an enhancement by SCSI, the User will pay for SCSI's efforts on a time and materials basis.

.06. SCSI may provide the User with unsolicited error corrections or changes to the software, without additional charge, which SCSI determines are necessary for proper operation of its software, and User shall incorporate these corrections or changes into the software within 180 days of release by SCSI. SCSI will provide all documentation changes necessary as a result of changes to the software.

.07. SCSI will provide User all enhancements released by SCSI as standard enhancements, and which are generally made available to other users purchasing comparable software during the term of this Agreement.

A6.00. TERM OF AGREEMENT.

.01. The term of this Agreement shall commence on July 1 1999, and shall terminate on the following 30th day of June. Thereafter, the Agreement may be renewed on a yearly basis on July 1st of each year, if mutually agreed upon by both parties.

.02. Payment for software maintenance services must be paid yearly in advance. A late charge equal to 10% of the total invoice amount, will be applied to any invoice not paid within thirty (30) days of the invoice date. User may not skip any period and then resubscribe to User support at a later date without paying the fees missed. No refunds will be paid for unused support for Users who terminate support.

.03. Custom programming/consulting or additional software problem resolution service, will be billed in addition to yearly software maintenance and will be billed at SCSI prevailing rate. These services will be covered under a separate Agreement.

.04. ~~Exclusive, however, of income taxes based on the income of SCSI, which taxes shall be paid by SCSI. User agrees to pay any tax for which it is responsible hereunder, or which is assessed against User directly, and, if any such tax is paid by SCSI, to reimburse SCSI therefore upon receipt by User of proof of payment.~~ User is a tax-exempt government entity and its tax identification numbers are 87-6000260 (federal) and D97030 (Utah). User shall not pay any taxes associated with this Agreement.

.05. Total payment for software problem resolution service and software enhancements under the terms of this Agreement shall not exceed $ 5,395.50 per year unless approved in writing by both parties.

A7.00. RELATIONSHIP OF PARTIES.

.01. At all times during the term of this Agreement, SCSI shall be an independent contractor and shall not be an officer, agent, or employee of User. User shall have the right to control SCSI only insofar as the result of SCSI services rendered pursuant to this Agreement.

.02. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture. Neither party shall incur any debts or make commitments for the other party.

A8.00. SYSTEM SECURITY AND ACCESS.

.01. Each party acknowledges that all information concerning the other party is "Confidential and Proprietary Information". Each party agrees that it will not permit the duplication, use or disclosure of any such Confidential and Proprietary Information to any person (other than its own employee who must have such information for the performance of obligations under this Agreement), unless authorized in writing by the other party or as required by law.

.02. No information, reports, documents or any other materials given to or prepared by SCSI, or to which SCSI has access by reason of Agreement, shall be made available to any individual or organization other than User or User's employees without the prior written approval of the User except as required by law.

.03. All financial, statistical, personnel, technical, and other information or data relating to the User, which is designated confidential by the User but made available to SCSI in order to carry out this Agreement, will be protected by SCSI from unauthorized use and disclosure. SCSI shall also observe the same or equivalent requirements as are applicable to the User with regard to protecting confidentiality. SCSI shall instruct its personnel to keep such information confidential. SCSI shall not be required to keep confidential any data or information which is or becomes publicly available.

—A9.00. HOLD HARMLESS CLAUSE.

.01. During the term of this Agreement SCSI will use its best efforts to maintain the software free of defects and imperfections that would prevent the software from performing according to the original or then prevailing specifications set forth in SCSI's published material. Except for any express warranty contained herein, SCSI makes no warranty of any kind whatsoever, either express or implied, including without limitation, and express or implied warranties of merchantability and/or fitness for a particular purpose. The express warranty and exclusive remedy stated herein is in lieu of all liabilities or obligations of SCSI for damages arising out of or in connection with the delivery, use, or performance of the software or breach by SCSI of any term of this Agreement. In no event shall SCSI have any obligation or liability for damages, whether direct, incidental, consequential, or of any other nature whatsoever, even if SCSI has been advised of the possibility of such damages.

A10.00. USERS INSTRUCTION.

.01. SCSI shall be responsible for ensuring that its employees, servants, and agents will, whenever on User's premises, obey all reasonable instructions and directions issued by User.

.02. Unless otherwise agreed by the parties, SCSI personnel, while working on User's premises, shall observe the working hours, working rules and holiday schedules of User applicable to such User premises. User agrees to provide reasonable working space, resources and materials which are necessary for the performance of services under this Agreement, provided, however, that such working space, resources and/or materials are agreed upon by User for such services and the use of any such working space, resources and/or materials is arranged so as to minimize any disruption to User's normal business operations.

.03. User agrees that all enhancements provided by SCSI shall be the exclusive property of SCSI pursuant to the previous SCSI Software License Agreement.

.04. User will be responsible for maintaining the computer hardware, communications equipment, telephone lines, cabling, modems, and all other hardware equipment. User will make available computer time for the testing and maintenance of software. User will make available all necessary supplies such as paper, magnetic tape, and disks.

.05. Software service requires the installation by the User of any industry standard 28.8 (minimum) modem, PC Anywhere software or similar product approved by SCSI at User expense. Internet access may also be provided by the User. These types of access will permit SCSI to detect software diagnostics, changes, and corrections from a remote location, when appropriate.

.06. Maintenance service is provided during SCSI's normal work week, which is currently from ____ to ____ P.S.T., Monday thru ________. Certain critical conditions may exist which require work outside these hours, and SCSI will make a best effort to respond. However, SCSI reserves the right to provide a price quotation and estimate of time for service requested by the User which requires substantial work outside SCSI's normal working hours. SCSI shall provide User with reasonable notice of changes in SCSI's normal work week.

.07. The "Software" product, data structure, field descriptions, field definitions, and data relationships are subject to change without notice. These changes may result from product development, enhancements, additional features, bug fixes and/or circumstances beyond the control of SCSI. Additional tables and relationships may be added or removed as product development standards dictate.

Third party applications (those applications or facilities not supplied by SCSI) which may utilize and rely on the data structure and specific relationships may be adversely affected by these changes. Third party applications may be rendered inoperative, or produce results which are inaccurate or unreliable due to modifications of the data structure. These anomalies, when created by changes in the "Software" data structure, within third party applications are not the responsibility of SCSI nor covered under any level of software maintenance agreement.

.08. SCSI, as a policy, does not provide assistance or additional activity development on permit or activity types which have been developed by non-SCSI employees running in conjunction with the "Software". SCSI has no certification program for third party providers of developmental services within the "Software", nor does SCSI recommend the use of third party assistance providers. Activities and permits developed for agency use are not covered by any level of software maintenance.

.09. SCSI recommends and supports the network configurations as specified in the most recent release of the "Software" implementation guide. No other network configurations, specifically any configurations differing from those specifications are not supported and/or covered by any level of software maintenance. Any assistance rendered in support of configurations not specifically approved in advance will be billed at the prevailing time and materials rates for such assistance.

A11.00. COMPLIANCE WITH LAWS.

.01. SCSI agrees to comply with all laws, regulations, rules and guidelines of the Federal, State and Local jurisdictions and any agency thereof governing SCSI and its operations.

.02. This Agreement shall be governed and construed under the laws of the State of ~~California~~Utah. Any action to enforce the provisions of this Agreement shall be filed in a court located in the State of Utah.

.03. There shall be no discrimination on the basis of race, sex, religion, or national origin against any person employed by SCSI for the performances of services herein described.

A12.00. WARRANTIES. SCSI warrants and represents that it has full authority to enter into this Agreement and to consummate the transaction contemplated hereby and that this Agreement is not in conflict with any other agreement to which SCSI is a party or by which it may be bound.

A13.00. TERMINATION.

.01. This Agreement automatically terminates on June 30th each year, and is subject to renewal only if mutually agreed upon.

A14.00. WAIVER.

.01. It is expressly understood and agreed that no waiver granted by the User for any violation of any covenant, term or condition of this Agreement shall be construed to constitute a waiver of the same of any further violation without the prior written approval of the User.

A15.00. ASSIGNMENT AND DELEGATION.

.01. User shall not assign, sublet or transfer any interest in or duty under this Agreement without the written consent of SCSI.

A16.00. RESOLUTION OF DISPUTES.

.01. It is anticipated that disputes between SCSI and the User will be resolved between the parties. The parties agree that in attempting to resolve disputes they will act promptly, reasonably, and in good faith.

A17.00. NOTICE. All notices, requests, demands and other communication shall be in writing and sent by registered mail, certified mail or hand delivery, addressed to the party's principal place of business herein written. Either party may by notice in writing, direct that future notices, requests, or demands be sent to a different address. Notices given by personal delivery shall be deemed given at the time of actual delivery.

SCSI Sierra Computer Systems, Inc.
1731 West Walnut Avenue
Visalia, California 93277

USER ~~City of~~ Park City Munic. Corp.
Attn: Bob Taylor
P.O. Box 1480
445 Marsac Ave.
Park City, UT 84060

Cc: Park City Munic. Corp.
Attn: City Attorney
P.O. Box 1480
445 Marsac Ave.
Park City, UT 84060

A18.00. SCSI INSTRUCTIONS

.01. SCSI shall be responsible for delivery of the 'Software' Source Code of ***'PERMITS' Plus ™*** to SCSI's escrow account. SCSI shall provide the name and address of the escrow agent to User. Source code for those modules will be made available from the escrow agent to User if:
a) The most current version of the "Software" is not supported.

In such case if User is actively covered under this Agreement, copies of the 'Software' (most current version) will be provided to the User under the terms of this Agreement. The Source Code for all these modules created by SCSI will be made available for a fee equal to the total License fee paid by the User to SCSI. User has unrestricted access to the 'Software' it has accepted from SCSI. However, User is bound by the original terms of their License Agreement and may not transfer the 'Software' under any terms.

User hereby acknowledges that User has read this Agreement understands it and agrees to be bound by its terms and conditions. User further agrees that it is the complete and exclusive Agreement between User and SCSI relating to the subject matter of this Agreement. User acknowledges receipt from SCSI of a true copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SCSI

By: ______________________

Typed: Robert Ausherman, President
Sierra Computer Systems, Inc.
1731 West Walnut Avenue
Visalia, California 93277

USER

By: ______________________________

Typed: ~~City of~~ Park City Municipal Corporation
P.O. Box 1480
445 Marsac Ave.
Park City, UT 84060

Attest:

____
City Recorder

Approved as to Form:

____
City Attorney's Office

PARK CITY
1884

DATE: July 2, 1998
DEPARTMENT: Executive
AUTHOR: Linda Cook
TITLE: Gillmor Open Space: Intent to Maintain Agricultural Use
TYPE OF ITEM: Approval of Lease

SUMMARY RECOMMENDATIONS: Staff requests approval to proceed with the execution of a limited grazing lease covering the Gillmor Open Space. Staff recommends that Council approve the lease, thereby reducing the County's assessment of rollback taxes otherwise due. This is the second of a five year obligation to reduce the rollback to zero.

DESCRIPTION: On December 30, 1996, the City acquired 607 acres in the Round Valley area. The previous owner, Mrs. Florence Gillmor had managed the property as prime sheep grazing land, with reduced tax assessment for greenbelt agricultural use. By statute, a change of ownership requires the new owner to maintain the property in its historic agricultural use or declare intent to remove the property from greenbelt requirements, pursuant to the provisions of the Utah Farmland Assessment Act. If, at any time, the property is applied to a use other than agricultural, the property is subject to the assessment of rollback taxes covering the last five years of greenbelt use.

A grazing lease adds some property management issues. The current, interested livestock owner would provide a herder on the premises. The herder controls the movement of the sheep during daylight hours, but does not prevent the sheep from roaming at night. No additional fencing is required at this time, though enclosure could become an issue. Staff has posted the property to restrict motorized vehicles and prohibit dogs during two grazing periods in the spring and fall. Any permanent alterations of the property would be at the expense of the City.

A. Analysis: That area of Round Valley has traditionally been considered mid-range pasture, with grazing for 2 months in the spring and possibly 2 months in the fall. The lessee is willing to pay $.10/acre ($60.70/year) to acquire grazing rights for approximately 1000 sheep regularly herded throughout Round Valley. The rate is based on the lessee's concern that multiple use of the property poses some difficulty to grazing. Negotiations illuminated some concerns on the City's side. Lack of fencing, proximity to adjacent subdivisions and the National Abilities Center, and public access restrictions that need to be imposed to make public use and grazing compatible beg the question as to whether the City should attempt to maintain the property in agricultural use. The alternative is to pay the total rollback assessment removing the need for grazing access altogether.

B. Department Review:
Executive
Legal
There is potential for real public relations problems where public access and grazing sheep conflict. Dogs and sheep are incompatible. The public may not be thrilled that dogs are no longer allowed on the property. Further, a more volatile issue exists with nuisance dogs. Loose dogs can freely roam into the area. A dog(s) can do a great deal of damage to a flock of sheep in a very short period of time. A herder has a legal right to dispense of nuisance animals menacing a herd. The livestock owner is not willing to abrogate the right to shoot an animal that is threatening or harming for the purposes of a special grazing arrangement with the City, though the lessee is sympathetic to the issue and has agreed to contact staff regarding dogs spotted on the property. Although the City faces no risk of liability for the trespass of the lessee's sheep, any complaint would undoubtedly be addressed to the City. Summit County is considered a "fence-in" county, which means that livestock owners must "fence-in" their animals or face liability for any damage caused by trespass. A lessee will be less inclined to deal with the City property due to the lack of fencing. The issue of trespass is most problematic in relation to the National Abilities Center and Park Meadows subdivision. If the City has to make arrangements for fencing, the public may resent the additional expense as well as the idea of fenced open space.

ALTERNATIVES:

A. Approve the Request: Direct staff to enter into a grazing lease for one year (anticipating the same arrangement for three more years) thereby saving $92,516 for the remaining rollback assessment. A) Council could revisit the propriety of grazing upon the expiration of a current year lease. Each year that the land is held in agricultural use reduces the dollar amount of the total 5-year assessment. B) The City could also remove select parcels of the total property from greenbelt provisions, though cutting off access to adjacent grazing leases, and running the risk of making a lease much less attractive. The City would be liable only for the rollback taxes due on the parcels removed from agricultural use.

B. Deny the Request: Council could choose not to approve a grazing lease because of the potential for liability due to incompatible uses of the open space. The remaining rollback assessment ($92,516) would be due upon the City's decision to remove the property from greenbelt provisions. If no lease is in effect this grazing season, the rollback is assessed automatically.

C. Continue the Item: Staff would like to have the lease executed and recognized by the County before the onset of the fall grazing period, October 1, 1998.

SIGNIFICANT IMPACTS: If the City enters into a grazing lease, the value of the lease would net $60.70. Absent a grazing lease, or some other acceptable agricultural use, the City would be responsible for rollback taxes totaling $92,516.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: The consequence of not maintaining agricultural use is the one-time rollback tax assessment.

RECOMMENDATION: The City has one year of experience with grazing on the Gillmor Open Space. The area was assessed by the Division of Wildlife Resources this spring and appears to have been used for grazing in a responsible and prudent manner. To date there have been no major issues with grazing and concurrent use of the property for recreation. The property has been posted to prohibit dogs during active grazing periods. The remainder of the year, dogs are allowed if leashed. Staff has received only one complaint about the restriction of dogs. The resident would have preferred that the City pay the rollback and not limit his use of the public space.

Staff recommends that Council approve the lease, thereby reducing the rollback by another $23,129.

PARK CITY
1884

DATE: July 9, 1998
DEPARTMENT: Public Works
AUTHOR: Jerry W. Gibbs
TITLE: Snow Creek EA
TYPE OF ITEM: Contract

SUMMARY RECOMMENDATIONS: Authorize staff to enter into a contract to provide professional services to complete an EA (w/o noise element) with ICF Kaiser in an amount not to exceed $25,000. Authorize staff to enter into a contract to provide professional services for the noise element of the EA with Bio-West in an amount not to exceed $3,000.

DESCRIPTION:

A. **Topic:** Snow Creek Snow Creek Lot 9 Environmental Assessment (EA)

B. **Background:** The City Council authorize the Mayor to begin the acquisition process for Lot 9 of the Snow Creek subdivision. Lot 9 of the Snow Creek ("Property") is located along SR 224 at the northeast corner of the intersection with Snow Creek Drive in Park City. The Property has three zoning designations: RDM (residential medium density), FPZ (frontage protection zone), and SLO (sensitive land ordinance.) The property is in the Lower Park Avenue RDA. The Large Scale MPD approved in 1992/93 declared that this Property be processed as an MPD. The 10.14 acre parcel was created in 1995, when it was subdivided from a commercial area that lies to the east of the Property. Groups represented by Fred Fairclough currently own the Property along with the Snow Creek Crossing shopping Center and Top Stop. Park City has been involved in intermittent discussion of acquiring this property for several years for a variety of purposes.

Before finally acquiring the property the City is attempting to compete and EA to determine the site's suitability for combined development of a post office, transit center and park-and-ride facility and its eligibility for an acquisition grant from the Federal Transportation Administration (FTA). If the EA identifies this site as a preferred alternative, the City will request a "letter of no prejudice" from FTA which would allow the City to be reimbursed for the acquisition or apply the cost of acquisition as a match to a future grant.

The City is obligated to remove contingencies before August 19, 1998 or release the property.

C. **Analysis:** The City contacted ICF Kaiser (provided the EA for the post-office), Leigh, Scott, and Cleary and Wilbur Smith. ICF provided a proposal in the amount of $22,279. They are estimating 45 days to complete the project. Their project description excludes a noise and an alternative site review. Staff has contacted Bio-West (Logan) to provide this element. Their estimated cost is $3,000. Alternative conceptional designs for a transit center/parking structure and accompanying site analysis will be completed by an architectural design firm retained by the City. The Community Development Department will be interviewing and selecting a firm for this and other potential projects within the next 10 days. Sending and receiving comment letters from approximately 40 agencies will be the City's responsibility. This element requires the largest amount of calendar time and modest staff time.

LSC provided an estimated cost of $48,000 for a complete EA. Their cost included a public participation element in the amount of $6,420. This included a public hearing, council and planning commission presentation. They indicated verbally that 45 to 60 days would be reasonable. They have include approximately a weeks staff time to send, receive and review responses from comment letters.

Wilbur Smith is preparing an estimate. At the date of this report a formal response has not been received. In a preliminary conversation with Ron Holmes, he had indicated a range of $45,000 to $55,000 for the study. A proposal will be available by Thursday.

ALTERNATIVES

A. Award a contract to ICF Kaiser and Bio-West:

The ICF Kaiser and Bio-West contracts would be an amount not to exceed $25,000 and $3,000 respectively.

B. Award a contract to either LSC or Wilbur Smith:

Each firm has completed successful projects for the city and are willing to begin immediately.

C. Wait until after the closing of the property:
This alternative would not provide us an indication of FTA participation.

D. Continue Any Action:
Council can continue action; a delay of more than one week could jeopardize the timely completion of the EA.

DEPARTMENT REVIEW:

Representatives from the Community Development, Public Works, Finance and Legal Departments have been involved in discussions regarding the acquisition and the necessary activities that need to be completed by August 19.

There is not an approved budget line item for the Snow Creek Project. If the City Council decides to move forward a tentative project budget should be developed. The Finance Department suggest temporary funding for this portion of the project be allocated from the Venture or Transportation Funds.

SIGNIFICANT IMPACTS:

The environmental assessment will coincide with the conceptual planning for the site. The EA will place the city in the best position to receive an FTA grant.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

It will be difficult to complete an EA by August 19. The Feds will require at lest 3 to 4 weeks to review. A completed EA will give staff and council assurances that this site would be a preferred site for the city's transit system park & ride. A delay will most certainly delay the completion of an EA until after August 19.

RECOMMENDATION

The Council should authorize the staff to complete an agreement with ICF Kaiser and Bio-West for an amount not to exceed $25,000 and $3,000 respectively.

PARK CITY
1884

CITY COUNCIL STAFF REPORT

DATE:	**July 2, 1998**
DEPARTMENT:	**Planning Department**
AUTHOR:	**Megan B. Ryan** MBR
TITLE:	**Resolution regarding the vacation of public right of ways within Park City**
TYPE OF ITEM:	**Legislative**

SUMMARY RECOMMENDATIONS: Discuss the proposed resolution and consider the Planning Commission's recommendation to adopt it.

DESCRIPTION:
Resolution forwarded from the Planning Commission describing review criteria for vacating portions of platted rights-of way.

BACKGROUND:
The Council and Planning Commission discussed this matter at their joint meeting of May 22, 1997. Please see attached minutes for background. The proposed resolution outlines development review criteria for development applications that include requests for street vacations.The Council directed staff to either make changes to the Land Management Code or draft a Resolution for interim use for development involving street vacations on unbuilt platted streets.

Staff has prepared a interim resolution that reflects the May 22, 1997 discussion. The final resolution will be incorporated the Land Management Code revisions that are currently in process.

In summary the review criteria consists of :
- no increase in density
- neighborhood compatibility

- consideration
- utility of existing right of way

D. Department Review

The Community Development Department and the City Attorney's office have reviewed this report.

PUBLIC INPUT

The Planning Commission did not hold a public hearing on this item but did discuss this item at their meetings of March 25, and June 24, 1998 and voted to forward a positive recommendation to the City Council on this item.

ALTERNATIVES

A. Adopt the resolution as drafted.

B. Do not adopt the resolution and wait for development criteria to be added in the Land Management Code revisions.

C. Continue the item for further discussion and/or additional input from Staff.

SIGNIFICANT IMPACTS:

The proposed resolution outlines development review criteria for development applications that include requests for street vacations.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

If the resolution is not adopted at this time the staff will propose that review criteria language be included in the revisions to the Land Management Code in order to guide developments that request street vacations. In the interim projects may be reviewed without clear guidance on this issue.

RECOMMENDATION:

The staff recommends that the City Council discuss the attached Resolution, Exhibit A and consider adopting the attached resolution.

EXHIBITS

Exhibit A – Proposed Resolution
Exhibit B - Minutes from Council meetings of March 6 and May 22, 1997

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Exhibit A

Resolution __-98

A RESOLUTION ADOPTING A POLICY STATEMENT REGARDING THE VACATION OF PUBLIC RIGHT OF WAYS WITHIN PARK CITY

WHEREAS, the Municipal Land Use Development and Management Act of the Utah Code ("Act") provides that the City Council **may** vacate public right of ways upon findings of: 1) good cause for the proposed vacation; and 2) that neither the public nor any person will be materially injured by the proposed vacation; and

WHEREAS, the Act and relevant common law fail to further define "good cause" and allow the local jurisdiction legislative discretion in disposing of public right of ways; and

WHEREAS, to help assure the consistent and reasonable application of the Act, the Planning Commission and City Council wish to provide their constituents with some general guidance as to the circumstances in which the City may favorably consider vacating public right of ways; and

WHEREAS, this policy statement is not an evaluation of any particular request for vacation, but a general position regarding the terms and conditions in which the City may typically grant a citizen's request to vacate a public right of way within the City; and

WHEREAS, nothing herein shall be construed as an abandonment of public right of way within Park City; and

WHEREAS, this policy shall not be construed as creating a vested right nor entitlement of any nature with regard to vacation of a right of way, but shall only be advisory for the Planning Commission and City Council to utilize when exercising their legislative discretion in evaluating the merits of a vacation petition; and

WHEREAS, the Planning Commission and City Council shall continue to evaluate vacation petitions on a case-by-case basis; and

WHEREAS, although the City Council will give significant weight to the Planning Commission recommendation, the ultimate decision to vacate or not rests squarely with the City Council.

NOW THEREFORE, the City hereby adopts the following guidelines:

SECTION 1. GOOD CAUSE. The City may generally find "good cause" when a proposal evaluated as a whole demonstrates a "net tangible benefit" to the immediate neighborhood and to the City as a whole. The City will evaluate a particular proposal against the following criteria to determine whether a "net tangible benefit" has been demonstrated by the petitioner:

a. NO INCREASE IN DENSITY. Existing density shall be determined by counting the lots/units that the petitioner could reasonably obtain a building permit for at the time the petition is filed. The existing density must have existing access and must not require a plat amendment in order to obtain a building permit. Street rights of way will generally not be vacated to facilitate greater density, floor area or area of disturbance. New applications which proposed the subdivision of rights of way shall be reviewed under Land Management Code Chapter 15, Subdivisions, and must result in a lower density than that permitted by the underlying zoning (Chapter 7), without the vacated right of way.

b. NEIGHBORHOOD COMPATIBILITY. The proposal shall be analyzed according to the following criteria: the application complies with all requirements of the Land Management Code ("LMC"); the use will be compatible with surrounding structures in use, scale, mass and circulation; the use is consistent with the Park City General Plan, as amended; and the effects of any differences in use or scale have been mitigated through careful planning. The City shall review each of the following items when considering compatibility: (1) size and location of the site; (2) traffic impacts including capacity of the existing streets in the area; (3) utility capacity; (4) emergency vehicle access; (5) location and amount of off-street parking; (6) internal circulation; (7) fencing, screening, and landscaping to separate the use from adjoining uses; (8) building mass, bulk, and site plan; (9) usable open space; (10) signs and lighting; (11) physical design and compatibility with surrounding structures in mass, scale, style, design, and architectural detailing; (12) provision of snow storage, and mitigation of noise, vibration, odors, steam, or other mechanical factors that might affect people and property off site; (13) control of delivery and service vehicles, loading and unloading zones, and screening of trash pick-up areas; (14) expected ownership and management of the project as primary residences, condominiums, time interval ownership, nightly rental, or commercial tenancies; (15) proposed uses in an historic district must comply with the Historic District architectural guidelines provided in a supplement to the LMC; (16) all proposed uses in the zones outside an historic district must comply with the General Architectural Guidelines in LMC Chapter 9; and (17) the Sensitive Area Overlay Zone Regulations (which normally apply only to property within the Sensitive Area Overlay Zone) shall apply to all development proposals including a petition to vacate right of way, regardless of the underlying zoning/platting of the development.

c. CONSIDERATION. Proposals must compensate the City for the loss of the right of way. Consideration favored by the City will generally be financial (market value based upon square footage); open space dedication above and beyond normal subdivision or development approval requirements; trail or public access dedication above and beyond normal subdivision or development approval requirements; replacement right of way dedication; and/or any other public amenity deemed in the best interests of Park City's citizens.

d. <u>UTILITY OF EXISTING RIGHT OF WAY</u>. The City shall typically dispose of public right of way only when the right of way is no longer of significant utility to the City. The City shall consider the right of way's status as listed in the Streets Master Plan, the recommendation of the City Engineer, existing improvements and utilities within the right of way, and the Capital Improvement Plan. Replacement of the prior right of way alignment or dedication of a new right of way must meet the construction and width standards in the Street Master Plan, unless otherwise reduced by the City Engineer.

SECTION 2. MATERIAL INJURY. The City must find that no person nor the public is "materially injured" by the proposal. "Materially injured" generally means direct or indirect injury to property or a property right as a result of the proposal. The injury must be significant enough to rise to the level of interfering with the injured party's use of his/her property or property right. The injury must be demonstrated by evidence on the record, or the City's reasonable inference therefrom, and shall not merely be conjecture nor public clamor.

SECTION 3. JOINT MEETINGS. Joint meetings between the Planning Commission and City Council, and Historic District Commission as necessary, are encouraged early in the process for large (greater than 5 lot) projects and master planned developments, which propose vacation and reconfiguration of public rights of way.

PASSED AND ADOPTED this ____ day of ___________, 1998.

Park City Municipal Corporation

____
Bradley A. Olch, Mayor

Attestation by:

____
Jan Scott, City Recorder

Approved as to Form:

____
Mark D. Harrington, Deputy City Attorney

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Exhibit B

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
MARCH 6, 1997

Present: Council members Hugh Daniels, Roger Harlan, Shauna Kerr, Chuck Klingenstein, and Paul Sincock

Toby Ross, City Manager; Jodi Hoffman, City Attorney; Eric DeHaan, City Engineer; Hope Bleecker, Transportation Director

Steve Deckert, Alliance Engineering, agent for Sandridge Heights; Craig Masters, property owner; Shelley Weiss, representing Conexion Amigos

Absent: Mayor Brad Olch

1. **Council questions and comments.** Roger Harlan reported on the Parks and Recreation Board's meeting in which the recreation feasibility study was discussed. Although the fees may be higher than anticipated, the recreation portion of the General Plan could be written by the consultants. Paul Sincock asked that the City Attorney's annual review be scheduled on April 17. Chuck Klingenstein thanked the City Attorney and Manager for their efforts at the Legislature. There was discussion about the Historic District Commission vacancies and reopening the application period for a week because the Historical Society wasn't contacted in advance for nominations and in consideration of the absence of an application for the architect seat. Ms. Kerr didn't want to send out the wrong message to people who have applied, and it was decided not to open it up to the public but to encourage the Historical Society to submit nominations. Chuck Klingenstein also suggested that the term of the HDC be increased to four years, but Ms. Kerr felt that two years may be a more attractive commitment. It was recommended that length of terms be referred for discussion by the HDC. Mr. Ross explained that the Sundance Film Festival debriefing will be scheduled in about two weeks. Mr. Klingenstein relayed that resident David Belz suggested putting a parking structure under the Education Center campus area. Ms. Kerr pointed out that it would attract traffic in a residential area; Mr. Klingenstein suggested that it may work for employee parking. He added that many people would like to have a playground installed in the area, which would be a nice neighborhood amenity. Hugh Daniels reminded Council of the joint Commission meeting on March 17. Hugh Daniels reported on the Summit County Health Board meeting and there was discussion about the state's cut in funding. Council selected Friday, March 21 as the ski day/business meeting date at Deer Valley.

Jodi Hoffman reported that Park City benefitted from the road fund bill, which will produce an additional $280,000 in revenues. There were significant revisions in the substitution of SB14, the outdoor advertising bill, and the relocation of billboards will not affect Park City. HB64, Private Property Protection Act, passed in its first substitution form and was significantly revised so that it doesn't affect local government. She continued that HB391 didn't come up for a vote and will be studied this summer. The League has established a task force to evaluate impact fee compliance to avoid impact fee legislation next year. The Township Bill passed and townships will be no more by May 5, 1997. This bill also substantially revised incorporation and annexation processes. Ms.

Hoffman emphasized that Park City received a great deal of support from Representative David Ure. In response to a question from Chuck Klingenstein, Mr. Ross explained that the reduction in sales tax will not adversely affect Park City.

2. **Unbuilt platted streets and related issues.** City Engineer Eric DeHaan urged Council to conduct a policy discussion but not formulate policy direction at this point; he has not outlined staff alternatives at this time. He emphasized that staff has been dealing with these issues on a case-by-case basis. Mr. DeHaan discussed the history of Park City and attempts to formalize a town site in 1877 by application to the federal government after many people had already settled here and built homes and businesses in town. Park City was incorporated in 1884 when the state could no longer ignore its 4,000 residents. When the plat of Park City was recorded, many of the existing home sites and buildings were not situated within recorded platted lots. Mr. DeHaan referred to an exhibit of a recreation of a survey of the town in 1877 when it was recorded and a number of illustrations highlighting various conflicts in the town. There were streets platted that were never built and there were no parks. He discussed the platted streets which don't follow the topography including the Sandridge Heights area, the Rossi Hill area, and Deer Valley Drive. Mr. DeHaan discussed the platted lots on "Coalville Avenue" which is a platted street south of Aerie Tank where Skip Schirf and Harry Reed donated a half dozen lots to the City. Fortunately most of these lots form the backyards of lots on Deer Valley Drive and are owned by the same owners. He explained that King Road was built about 50 feet north of where it was platted and the problems on Ridge Avenue. Mr. DeHaan relayed that about ten years ago, the Council vacated a portion of Deer Valley Drive so that a homeowner could build a garage and now a neighbor is demanding the same consideration. He pointed out platted Pacific, Quaking Aspen, Pinion, Summit, and Apex Streets which are located on the hillside above Lowell toward the Ski Area. A previous City Council vacated all of these streets, but failed to vacate any of the platted lots which are fortunately all under one ownership. The Sweeney MPD solved many problems in this area, but there are still access problems to platted lots. Mr. DeHaan explained that Empire Avenue was built in the platted Norfolk Avenue right-of-way. He discussed situations where the Council sold right-of-way for market value. Mr. DeHaan referred to platted Eastern Avenue with platted lots which is located behind Mike Hale Chevrolet, adjacent to City Park. Mr. DeHaan discussed the impacts of construction in Old Town and conflicts with the UBC and historic buildings. Some solutions involve density trade-offs. He emphasized that because there are so many situations, solutions have been arrived at on a case-by-case basis, and sometimes there are no solutions.

In response to a question from Chuck Klingenstein, Mr. DeHaan estimated that there are about 200 lots which have related problems. In response to a question from Roger Harlan regarding project applications involving these properties, Eric DeHaan explained that aside from Sandridge Heights, there is "Upper and Lower DeGroot (King Road area), Frandsen is waiting for plat recordation, a house before HDC with an access problem, and the Sweeney Project. Ms. Kerr believed that the situations are specific and most would be impossible to address by a policy. She emphasized that the topography has not changed, but the expectations of property owners have over the years. Ms. Kerr stated that she is not inclined to vacate City property to encourage development and the price of acquisition probably reflects the fact that access was a major issue. Mr. Sincock asked if it would be helpful to categorize the magnitude of the problems and set a policy, or do they all end up at Council's review in any event. Mr. DeHaan responded that if it involves a vacation of a street, state law outlines the process and it will ultimately be Council's decision. He clarified that staff is not looking for direction, but the property owners may be. He added that he renders administrative approval on water meter boxes, fire hydrants, utility work and driveways, as a practical matter. He discussed the dilemma of the Meyer's Gallery sculpture on the sidewalk which involved some staff time in attempting to legally accommodate it.

Hugh Daniels concurred with Ms. Kerr that there is no blanket solution and every site needs to be looked at individually. He added that he is willing to grant easements or vacations depending on what the project looks like and its benefit to the community. He is not willing to give up the citizens' ownership without some consideration in return (i.e., improvements, less density, open space, etc.). Mr. Daniels added that he is supportive of helping the owners in the Historic District protect historic amenities that contribute to the Historic District, and discussed the historic density in Old Town. He believed that situations can greatly vary and is willing to negotiate good solutions. Chuck Klingenstein stated that private property rights are important to him, however, community interests are equally as important. He believed that the analysis, including parking, traffic, infrastructure, neighborhood compatibility, visual aesthetics, construction impacts, soil and vegetation impacts, etc. requires individual review. He continued that projects need to be balanced meeting the needs of the property owner and the neighborhood. Roger Harlan believed that if there were simple solutions that could be guided by policies that they would have been implemented long ago. He agreed that projects need to be evaluated individually for their merits. Mr. DeHaan explained that there is currently no written policy. He reiterated that he makes decisions on small matters like driveways, but not vacations and bigger issues where state law specifies a process. Hugh Daniels pointed out that it may be beneficial to provide the Planning Commission and Historic District Commission with Council direction on related issues earlier in the process rather than later. Ms. Kerr asked how she can make a determination on a vacation of a street if she doesn't have a recommendation from the Planning Commission with regard to the density and other features of the proposal, unless the Council is willing to vacate in a void. Hugh Daniels felt that as a Council member he could determine if for instance less density would justify consideration of a vacation. Chuck Klingenstein stated that he would be nervous about attaching numbers to a project and felt it appropriate to ask the Planning Commission its opinion on this. He emphasized that there needs to be a separation of review and influences between the Planning Commission and the Council, and if there is a discussion that it be very general. Shauna Kerr believed that the message is that the Council is reasonable and will consider preliminary review, but the vacation process is a technical state code required process, including a public hearing process and Council is precluded from becoming involved too early on in the process. Paul Sincock indicated that he doesn't have a problem providing general direction if it is going to be before Council in any event. He welcomed the Planning Commission requesting Council direction if it is needed. Chuck Klingenstein asked

Mr. DeHaan if he knew of instances involving vacation of rights-of-way where the Planning Commission took the project through the process, and it came before the Council for action where it was denied. The City Engineer wasn't aware of any projects, to the best of his knowledge. Ms. Kerr noted that there have been a number of instances where vacation of an unbuilt platted street or portion thereof was requested for a single lot that wouldn't involve the Planning Commission. Mr. Harlan felt that in light of the City Engineer's last comment, that there hasn't been a problem and Chuck Klingenstein reiterated that the Planning Commission can request direction from the City Council any time in the process is it is needed. Steve Deckert recalled reading minutes that reflected that the Planning Commission wanted direction during the Sandridge Heights review. Hugh Daniels felt there should be better communication with the Commission and perhaps joint meetings. City Attorney Hoffman interjected that consideration for a vacation can include open space, better design, etc. or cash and there should be an expectation that there is consideration for vacation of right-of-way. She added that the planning process in the Sandridge Heights matter was separate from the compensation issue and it never progressed to the point where Council discussed the consideration as it never received a petition for vacation.

Craig Masters stated that his Rossi Hill parcel is almost three acres. He added that it is not always as simple as a vacation as there are potential easements, right-of-way, and access issues in many circumstances. It is expensive to go through the planning process and only the City Council can make determinations on City right-of-way. There was discussion again about the Planning Commission requesting direction from Council and Ms. Kerr felt that the applicant could ask the Planning Commission to make the request as the Planning Commission needs to be kept in the loop. Roger Harlan asked if there is a potential conflict if there is an eventual appeal of a Commission decision and the City Council participated in the planning process. Ms. Hoffman cautioned the Council of stepping in before the Planning Commission and staff has completed its review. She emphasized that Council involvement should be the exception rather than the rule, and it should be at the Planning Commission's request. Hugh Daniels suggested a joint meeting with the Planning Commission and stated he isn't convinced that there can't be some early Council input, perhaps at a joint Council/Commission meeting where all of the players are there. Paul Sincock believed that the Council primarily serves as representatives of the citizens and its judicial role is very limited. Mr. DeHaan emphasized that Council would not have to sign Mr. Master's application as property owners should he include one of the platted streets as part of his proposal to the Commission. Paul Sincock requested that a list be generated with general guidelines for property owners. Hugh Daniels added that citizens always have the right to address Council. Scheduling a joint meeting with the Planning Commission was requested for this and other issues. Steve Deckert urged Council not to use this as a growth management tool and not to make unreasonable demands on applicants.

3. **Conexion Amigos update.** Shelley Weiss explained that this is an Hispanic organization attempting to reach out further in the community. She reported that she is applying for a City grant for Hispanic youth who can't afford to participate in recreation programs. She felt it

important for Anglos and Hispanics to get to know each other in the community, and is impressed by the soundness of this organization. Ms. Weiss complimented the Leisure Services Department who has hired bi-lingual employees which is very helpful. She is receiving calls from throughout the West from people who believe Park City is on the cutting-edge of Anglo-Hispanic relationships. She is also receiving calls for translation services in the community and the Police Department is providing her with pagers. There was discussion about BYU translation services and the need for a court appointed certified translator. The Police Department has a Spanish program available for officers on a voluntary basis and Mr. Sincock felt that employees should be encouraged to participate in classes. Ms. Weiss added that the Hispanic community should learn English, but there are socio-economic circumstances preventing many from attending classes. She continued that Valley Mental Health will be conducting and ESL program with FACT which she plans to administer. This will be targeted for people in outlying areas. The Chamber/Bureau is working on an Hispanic census as the population is growing very quickly. She believed the ratio is about 1:10 in Park City and discussed the political problems in Mexico and Central America driving immigration. There was discussion about the growing Hispanic participants at the Peace Shelter and the availability of seminars for battered women. Ms. Weiss emphasized that there needs to be an infrastructure to support programs. Roger Harlan asked how many school children are Spanish speaking and how many are not going to school. She responded that all of the Hispanic children she knows are enrolled in school, but really didn't know the counts. Ms. Weiss felt that if there is a weak link, it is the schools, primarily because they have been broadsided. Mr. Klingenstein felt that they have funding problems and the state needs to recognize these needs. Hugh Daniels urged Ms. Weiss to inform Council of meetings and language programs.

4. Reveiw of regular meeting.

Transportation contract. Hope Bleecker stated that she and Jerry Gibbs have been working with UDOT since October 1995 on a wish list of Olympic projects. There was very little time to work on this since the grants were required to be submitted in the summer with a follow-up on an authorization package that was recently submitted by UDOT in February. In consideration that 40% of the venues will be in Park City, a combination of improvements include: intersection, routing, street lighting, SR248, pedestrian access from SR248, and access in the Bear Hollow Sports Park. One of the recommendations is the possibility for an intermodal center and improvements in the downtown for bus passenger amenities. She explained that an intermodal center could be a combination of buildings or a series of passenger amenities and staff would like to enter into a contract to assist the City in making that determination.

Ms. Bleecker continued that in December 1996, the City was awarded $750,000 from the FTA to study and expand on the intermodal project; $300,000 in planning money and $450,000 in capital money which could be used for design and acquisition of land. This is an 80% grant. In order to receive additional dollars for passenger amenities and improvements, the City needed to show sufficient work progress on the intermodal project which means siting a facility by no later than July 1, 1997. A RFQ was prepared and from four consultants, it was determined to pair an associate with Frederic Harris, Inc. located in Denver, who has agreed to move to Park City. Ms. Bleecker stated that the product will be a long-range transit plan so that it will be a legacy project and operable after the Olympics. She pointed out that the study will revisit the pedestrian analysis planning for Park Avenue, pedestrian corridors from the Park City Ski Area and an associated budget. The Transportation Director stated that the goal is a 20 year transit plan and the team will actually write the transportation plan component of the General Plan. They will also produce a series of Olympic strategy white papers and conduct public hearings so that there is buy-in from the residents. This will also assist in negotiations with the Salt Lake Organizing Committee. Ms. Bleecker explained that there will also be a facilities management plan which will examine the advantages of sharing facilities with private providers. There are about ten companies in Park City who are excited about the prospect of sharing a facility that will link the local transit system. She explained that normally she would not bring an authorization to Council until negotiations were complete but it is critical that this project begin. Ms. Bleecker stated that the $525,318 is identified for the total project; $20,000 are geo-technical costs and staff is asking for 3% architectural fees for preliminary design. Her goals for the project is a $106,000 local match share and would like to enter into negotiations with Harris to get the cost down to a reasonable level; $533,000 has been identified in the packet. Ms. Bleecker emphasized that full federal funding could amount to $10 million and when the preliminary estimates are available, the project will be scaled accordingly. She explained that it is reasonable to approve 3% of the estimated construction costs at this time.

Ms. Bleecker believed that the City's maximum match would be in the $160,000 range which includes cash and in-kind services. Her goal on the federal expenditure for all of this is $655,297 which will leave the City with an additional $100,000. Paul Sincock emphasized that the City is spending $160,000 to gain a $10 million benefit. Hugh Daniels noted that this is a huge project and felt that someone on the Council should have been involved during the selection process. In response to a question from Roger Harlan, Ms. Bleecker discussed the time limitations with regard to the selection process. Chuck Klingenstein indicated that Mr. Daniels suggestion may have some merit. It was explained that the project's expenses will be carefully tracked, including staff time.

Prepared by Janet M. Scott

MEMORANDUM

To: **Toby Ross, City Manager**

From: **Eric DeHaan, P.E., City Engineer** Eric DeHaan

Date: **March 17, 1997**

Subject: **Current Practice Related to Unbuilt Platted Streets**

On March 6th, when the City Council discussed the issue of unbuilt platted streets, I didn't do a very good job of presenting a list of the issues facing Park City and the current practice of the City staff regarding those issues. What follows in this memo is a cross-section of the issues which have come up in my past and present involvement with unbuilt platted streets. The issues are listed in a very approximately ascending scale of importance to Park City.

1. Encroachments of very minor private improvements into the unpaved portion of platted City streets, such as mailboxes, landscape boulders, trees, and planter boxes. We attempt to coordinate such encroachments where possible with future utility installation, future sidewalk improvements, and snow storage areas.
2. Same as #1 except for building columns in zones with zero setbacks such as Main Street and Prospector Square. The staff regards such columns as problems waiting to occur, and we strongly discourage them. We require a written encroachment agreement.
3. In some cases a property owner relies on a "prescriptive" road across a neighbor's lot for access. If the City is asked to approve a building permit, unless there is an obvious right of access, we require the owner to quiet title to the access or obtain an easement. Park City has not been pro-active in establishing <u>public</u> rights-of-way in these situations.
4. In some cases Park City has in the past vacated and conveyed small chunks of platted streets to a private entity. Now we have neighbors requesting similar (but not precisely the same) treatment. The staff does not regard the first action as a reason to act on the second request. Instead, we tell the applicant to petition for a vacation; because of the notice required by State law, the applicant is often discouraged from pursuing the vacation.
5. Retaining walls historically encroach into City streets, both parallel to the street (to make it fit onto the hillside) and perpendicular to the street (so a driveway can get access, for example). The staff allows a property owner rebuild a historic wall in its historic location without an encroachment permit, just a full building permit, which as you know is reviewed by all involved CDD departments. We require encroachment permits (approved at a staff level) for "significant" new walls.
6. In some cases Park City has vacated a platted street but left the adjacent platted lots intact. We would require a lot owner in this circumstance to dedicate and construct the road to current standards prior to a building permit, but the owner may ask for a lower road standard, in which case we would require an application for a variance

from the Board of Adjustment.

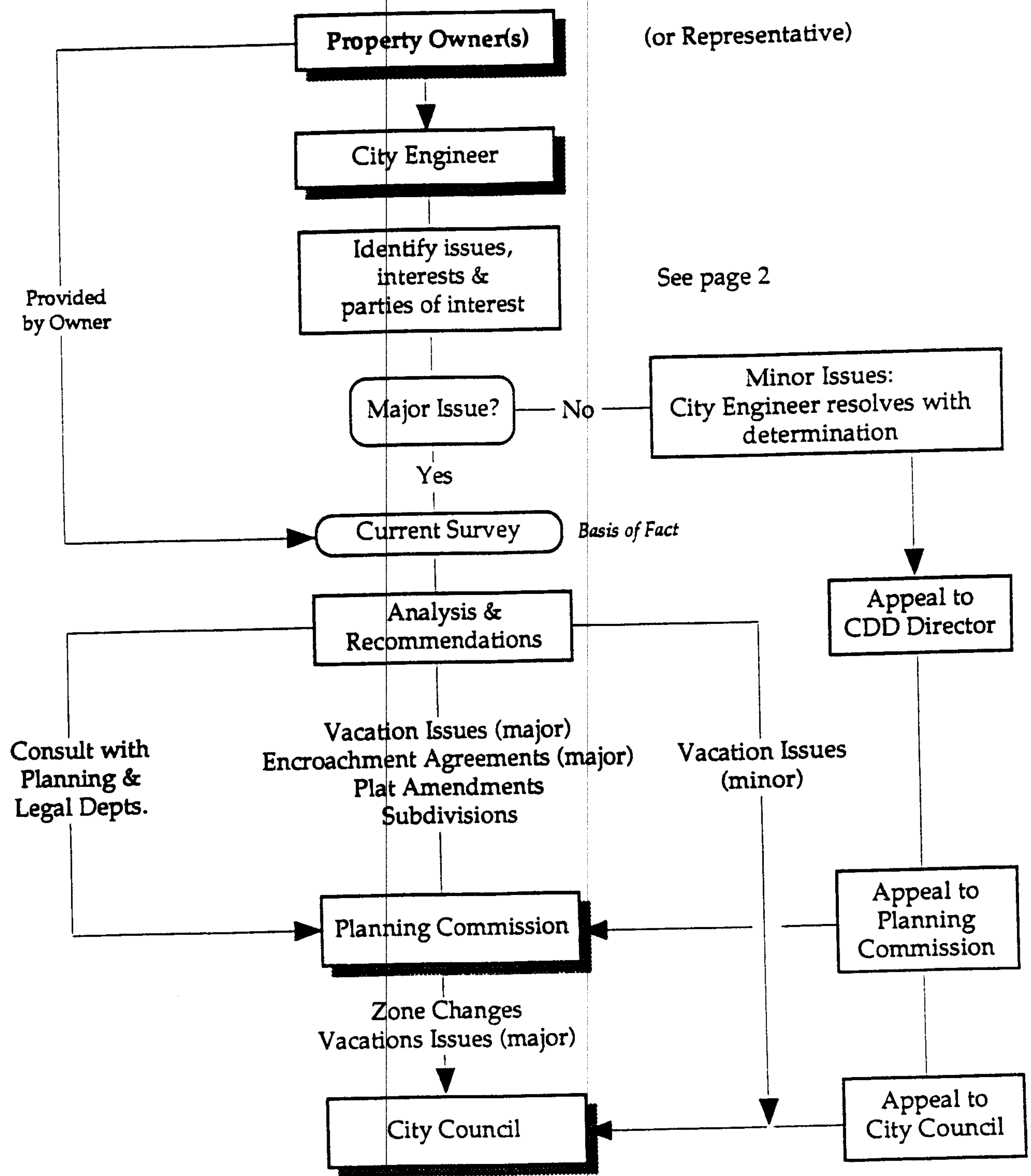
7. In many cases, such as Mike Nyman or Alan Frandsen, a historic house encroaches on a platted City street. We would respond to a request to vacate and convey the portion of the platted street immediately under the house to the owner by telling him or her to petition for a vacation.
8. In many cases a long-used road encroaches into private property by a few inches to a few feet. Whenever there is an application for a discretionary approval involving properties where this type of condition exists, and where a rational nexus exists such as increased development using the encroaching road, we attempt to obtain title to the public road through dedication or deed. Our practice where no discretionary approval is applied for, only a building permit application for an allowed use, we measure setbacks from the encroaching road but generally <u>do not</u> obtain title to the road.
9. Sometimes a property owner wants to meet to discuss a potential trade with the City involving a platted but unbuilt City street for the land under an existing road. We generally take the position that we already own the existing road, and we discourage taking a negotiated trade to the City Council. These issues are often important to the owner but almost trivial to the City, so hard feelings sometimes are created.
10. A huge problem in the 1980s and earlier was survey control. The problem has become less of concern recently now that better survey techniques have been in place for a decade, but we still get residents bringing in an inaccurate old survey which misrepresents their property line, often placing it so that it takes in some City property. In the past Park City sometimes quit-claimed the sliver of City property to keep the peace. The staff no longer considers special circumstances when a survey error exists.
11. In some cases an owner wants to build a driveway across a platted street while a nearby owner may need to install a sewer lateral or other utility down the same section of platted street; grade conflicts can occur. As City Engineer I am sometimes called upon to referee these conflicts. I now take such encroachments to the Council in agreement form.
12.. Similar to #11 above, in some cases an owner needs to use the platted street to install utilities which may then conflict with future uses of the platted street for road or driveway access. The staff requires all potential users of the platted street to work out their conflicts as to who should get first choice of elevation and location, and then we require Planning Commission application where a resubdivision or plat amendment is necessary such as Sand Ridge Heights.
13. One of the biggest problems, and one which was described in passing during the Sand Ridge Heights appeal, is the potential of a property owner accessing his property via a driveway crossing or running parallel within a platted street, when more than two property owners are similarly situated. This raises an equity issue of who should pay for a real turn-around at the end, who should install a fire hydrant line, and other cost-sharing issues. Once again we require an application for Planning Commission consideration of any plat amendment which is necessary. If no plat amendment is necessary, I would negotiate an encroachment agreement for the Council's consideration.

14. Similar to #7 but with more money involved, a problem occurs when a historic home encroaches into a platted City street and the homeowner proposes a major remodel project. This triggers bringing the non-conforming house (it is non-conforming because it doesn't meet the setback on the side where it encroaches) into conformance. That means shifting the house on the site, and sometimes there isn't enough room on the owner's lot to meet setbacks. There are many examples where the City has deeded enough square footage to the owner so the house doesn't need to be moved, but we now require a petition to vacate. If an owner merely wants to repaint an existing house or repair its foundation, we permit it, but we require the house to be moved into its required setbacks if it gets a new foundation as well as a remodel.
15. Where an existing historic street (such as Thrill Hill) goes over platted lots we should probably initiate a quiet title action, but constraints on staff time have reduced the number of instances where we have undertaken quiet title actions or eminent domain condemnations to only two or three in my entire tenure with Park City. I anticipate such actions becoming more desirable as land values increase, but unfortunately the demands on our legal staff and on our budget have increased proportionately.
16.. As an action to vacate a platted street is considered, the Council must weigh whether the general public or any person is damaged by the vacation. If the neighborhood already suffers from the impacts of construction, and if the street vacation would clear a hurdle in the way of yet <u>more</u> construction, the Council will be asked to determine whether a person (such as a neighbor) is injured. From my experience, this question will be much more difficult to resolve than mere pipe-and-asphalt types of issues.

As you can see, there are many aspects to the general issue of unbuilt platted streets. If you would like specific examples of the conditions I have described above, I can prepare additional exhibits.

Please call me at extension 5026 if you have any questions.

UNBUILT PLATTED STREETS & RELATED ISSUES



MINOR ISSUES:
Encroachment issues which are temporary in nature and can be resolved directly by the City Engineer and parties involved. Will require staff sign-off and a may require written encroachment permit, which will require relocation of the encroachment at owner's expense in the event the City uses the ROW. Since the simplicity or complexity of each case can vary greatly, the City Engineer will determine if the matter can be handled directly or referred to Planning Staff and Commission.

❑ ENCROACHMENT ISSUES MAY INCLUDE:
- Mailboxes
- Landscaping elements
- Trees, decks, planters, fences, etc.
- Retaining walls (historic, non-historic)
- Remodel of existing structures

❑ ACCESS ISSUES: (generally handled as part of plat ammendment)
- Driveway access issues
- Sewer/water line issues
- Access for development
- Public vs. private rights of way issues

MAJOR ISSUES:
Those issues which are permanent in nature and/or require transfer of ownership. These include encroachment, access, vacation, re-subdivision and plat amendments. Each such issue must be reviewed by staff and Planning Commission. Most vacation issues will need a plat amendment as a condition of vacation and may go to Planning Commission and/or City Council.

❑ ENCROACHMENT ISSUES:
- Retaining walls (historic, non-historic)
- Fences, yards, decks, etc.
- Parking spaces
- Driveways in R.O.W.
- Building columns
- Habitable structures
- Inhabitable structures (garages, sheds, etc)
- Prescriptive rights of way

❑ VACATION ISSUES:
- Vacating small pieces of ROW to private entity
- Vacating larger ROW parcels in exchange for adequate consideration
    - purchase
    - private development of road, dedicated to City
    - reconfiguring platted lots to accomodate new R.O.W.
    - reduce density and/or dedicated public amenity
- Vacation with major encroachments
    - Habitable, inhabitable structures
    - Major remodel of structure sitting on public ROW.
- Survey errors

❑ RE-SUBDIVISION / PLAT AMENTMENT ISSUES:
- Conflicts with neighbors on present or future use
- Access via driveways parallel to street ROW.
- Quiet title actions to correct roads over platted lots
- Petition standards
    - good cause
    - no material harm to public or any person

PARK CITY
1884

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
MAY 22, 1997

Present: Mayor Brad Olch; Council members Hugh Daniels, Roger Harlan, Chuck Klingenstein, and Paul Sincock

Planning Commissioners Karri Hays, Bruce Erickson, Chris Larson, Michael O'Hara, and Jim Hier

Toby Ross, City Manager; Jodi Hoffman, City Attorney; Tom Bakaly, Finance Manager; Hope Bleecker, Transportation Director; Eric DeHaan, City Engineer; Bob Johnston, Leisure Services Director; Meg Ryan, Planner; Bob Stephens, Administrative Services Director; Pat Putt, Planning and Zoning Administrator

Tom Billings, legal counsel, and Leslie Miller, applicant for Sandridge Heights Subdivision

Absent: Shauna Kerr

1. **Council questions and comments.** Hugh Daniels referred to a letter from the Fire District regarding its objections to the traffic calming island. He commented on his 12 years in emergency medicine in the city of Pasadena which probably included 36,000 emergency calls under more difficult traffic situations. Mr. Daniels stated that he is certified by the National Highway Traffic and Safety Administration as an emergency instructor trainer. He felt there are methods to get through the intersection and is not in favor of it going away. Mr. Klingenstein noted that Chief Gee didn't approach staff before sending the letter and the City has always been supportive of the Fire District. He continued that there was an ice cream truck operating in his neighborhood which was quite disruptive and asked if it was the newly licensed vendor. Mr. Klingenstein added that he has had a discussion with Mountainlands Community Trust about a design competition for an affordable housing project on the Wortley property. Mr. Ross responded that he has been contacted by several people with inquiries about the property. He added that water service is not currently available and development is not timely and would not encourage a design competition as it doesn't work well for housing projects. The City Manager felt it more appropriate to have an RFP, formulated with input by the Planning Commission. In response to a question from Paul Sincock, Jerry Gibbs explained the crack sealing work on Lucky John Drive. Mr. Harlan referred to Chief Gee's letter and didn't feel that the attached schematic was realistic. He reported that there were several home owners adjacent to the park present at the Parks, Recreation, and Beautification Board who discussed interest in developing their properties.

or development approval requirements; trail or public access dedication above and beyond normal subdivision or development approval requirements; replacement right of way dedication; and/or any other public amenity deemed in the best interests of Park City's citizens.

d. UTILITY OF EXISTING RIGHT OF WAY. The City shall typically dispose of public right of way only when the right of way is no longer of significant utility to the City. The City shall consider the right of way's status as listed in the Streets Master Plan, the recommendation of the City Engineer, existing improvements and utilities within the right of way, and the Capital Improvement Plan. Replacement of the prior right of way alignment or dedication of a new right of way must meet the construction and width standards in the Street Master Plan, unless otherwise reduced by the City Engineer.

SECTION 2. MATERIAL INJURY. The City must find that no person nor the public is "materially injured" by the proposal. "Materially injured" generally means direct or indirect injury to property or a property right as a result of the proposal. The injury must be significant enough to rise to the level of interfering with the injured party's use of his/her property or property right. The injury must be demonstrated by evidence on the record, or the City's reasonable inference therefrom, and shall not merely be conjecture nor public clamor.

SECTION 3. JOINT MEETINGS. Joint meetings between the Planning Commission and City Council, and Historic District Commission as necessary, are encouraged early in the process for large (greater than 5 lot) projects and master planned developments, which propose vacation and reconfiguration of public rights of way.

PASSED AND ADOPTED this ____ day of ___________, 1998.

Park City Municipal Corporation

____

Bradley A. Olch, Mayor

Attestation by:

____

Jan Scott, City Recorder

Approved as to Form:

____

Mark D. Harrington, Deputy City Attorney

2. Budget review. Finance Manager Tom Bakaly explained a report on projects and the funds budgeted and expended. He explained that the Council will be adjusting the capital improvement budget for this current fiscal year. There is $4 million in new appropriations during the year, including the Pace water purchase and the Baingo-Wortley purchase. He explained that many capital improvement projects have been anticipated for years and the Council will be approving a 1997-98 budget and a 1999 plan. Hugh Daniels further explained that approving a plan for additional years justifies the City's investment approach under the state statute. Tom Bakaly referred to the 1999 plan budgeted at $37.2 million of which $28.2 million relates to the transportation and parking projects where two parking structures are included. A capital improvement project committee consisted of him, Rick Lewis, Eric DeHaan, Jerry Gibbs, and Bob Johnston. All of the projects were reviewed and priorities assigned; the highest priority was health and safety. Funds have been reassigned as old projects were removed. Mr. Bakaly added that impact fee legislation is effective July 1 and a consultant has been hired to develop a plan for impact fee projects relating to the capital improvement budget. Mr. Ross explained that the City has relied on impact fees for much of the capital improvement program for almost two decades which may be more difficult in the future because of the new legislation and potential Olympic grants. Impact fees can not be collected on portions of projects funded by grants. The legislature is concerned about impact fees as more cities are collecting them and there may be legislation that caps Park City's ability to impose impact fees and the City is planning a very aggressive capital improvement plan. The Council will be discussing the philosophical and technical issues relating to impact fees before July 1.

Mr. Bakaly discussed the land acquisition entry and noted that $900,000 is budgeted in 1998-99 and after Baingo-Wortley is paid off, the fund decreases. He explained that the Osguthorpe property is categorized under debt service and appropriations for open space will be discussed on June 5 and 12.

Hope Bleecker, Transportation Director, explained that the Sand Ridge parking lot is budgeted at $220,000 which is a combination of in-lieu fees and RDA monies. Concept 1 contemplates 60 spaces with a buffer and a trail that leads to a proposed park next to the China Bridge Parking Garage. The drawback to the proposal is limited buffering and setbacks from Marsac Avenue. The cost for Concept 1 with grading, drainage, landscaping, lighting, signage and miscellaneous is $200,000 and the cost per space depending on landscaping is anywhere from $2,600 to $3,300. She continued that Concept 2 contains 99 spaces and less buffer and is budgeted at $310,000 and netting additional spaces will be advantageous to the City in the long run. Concept 3 provides 60 spaces and is more sensitive to residents' concerns as it increases the buffer area and landscaping and is estimated at $310,000. She urged Council to make a decision on the additional $90,000 as it is hoped that the project will be completed by late October. In response to a question from the Mayor, Ms. Bleecker explained that the landscaping would be installed in the spring. The Mayor suggested budgeting enhancements in next year's budget. The City Manager clarified that it is not a question which year it is budgeted in, but rather how large the project will be, as it is currently budgeted at $220,000. Ms. Bleecker added that the landscaping in Concept 3 is about $52,000. In response to a question from Paul Sincock, the City Manager explained the drainage system. Paul Sincock felt that it would be easier for snow removal services to have two accesses. Toby Ross stated that the snow would be pushed over the hill. There was discussion about aesthetics and the flexibility to alter the proposals and Mr. Ross admitted that there is less efficiency with the third alternative. He explained that staff is not seeking a resolution of the design, but rather if Council is interested enough in Concepts 2 and 3 to warrant increasing the capital improvement budget. Paul Sincock pointed out that building parking isn't going to get any cheaper, and could support Concept 2. In response to a question from Hugh Daniels regarding funding, the Finance Director added that the funding for this project is from in-lieu fees and staff would recommend the balance on June 5. Revenues from a paid parking plan have not been projected. Chuck Klingenstein expressed his willingness to spend extra money as his biggest concern is mitigation of neighborhood concerns. He felt that the Planning Commission should review the plan to determine how it fits in the area. The Mayor agreed and would like to see Option 3 pursued, but had concerns about the dollars like Mr. Daniels and again suggested budgeting this project over time.

Ms. Bleecker noted that staff feels that the Sand Ridge lot is a logical move, and the second logical option which is a policy decision that needs to be discussed, but still needs to be indicated in the budget, is another level on the China Bridge Garage. The capital cost for the structure with an additional 72 to 75 spaces is $650,000. This would have a ramp connecting with Marsac Avenue at $60,000 and in the event it is desirable to connect the garage, there would be a fifth level helix which would be $200,000. There is a $7.1 million item for 300 additional spaces on the China Bridge Garage and another project in the side of the hill for $8.4 million. She advised that one option be selected and there be a total of $8 million worth of parking improvements. This does not mean that it has to be built, but it has to be represented in the capital improvement budget. The subterranean $8.4 million structure located on the north side of Marsac Avenue is represented as being grant funded by the federal government if the City could locate an intermodal center there. Chuck Klingenstein expressed concern that having this item in the budget creates false expectations. He doesn't want this to undermine mass transit and parking mitigation efforts and has reservations about including the $8 million project in the budget. Toby Ross explained that this provides Council with the opportunity for an option. Roger Harlan stated that he is resistant to any parking structure until all strategies are implemented and agreed that it could create expectations. Mr. Bakaly explained that Council is not appropriating money for a parking structure at this time but planning. Chuck Klingenstein wanted the message to be clear. Ms. Bleecker added that it is anticipated receiving $8 million in grant money on an intermodal facility, but there will be a 20% match from the City. With regard to the Olympic thoroughfare at $3 million, Ms. Bleecker explained that 80% would be grant funded; this project includes a tram, trails and improvements to the sidewalks in Deer Valley. With regard to the proposed tram to the Winter Sports Park, there would have to be a contribution from the County. The City Manager explained that these numbers are from grant applications for the Olympics and staff is trying to minimize the number of temporary facilities, but there will be some. Ms. Bleecker stated that all of the projects total about $24 million in the five year capital improvement budget and grants are estimated at $13 million. She explained there are eight transit coaches at 75% grant funding; four would be replacements and four additional coaches. Ms. Bleecker described changing the look of the fleet with graphics before the Olympics. In response to a question from Paul Sincock regarding the balance of $11 million, Tom Bakaly discussed issuing bonds and creating a revenue source to pay them back.

Tom Bakaly explained that funding the Hillside Project will take a few more years and it is identified as an impact fee project. The Mayor expressed concern about the stability of the street. Eric DeHaan responded that there has been a soils test and it is not in imminent danger. Hugh Daniels was concerned about safety and the Mayor felt that it is not a matter of "if" but "when" there will be a mishap. Roger Harlan pointed out that because the road looks dangerous, people exert a level of caution and improvements may create the possibility of people driving differently. Mr. DeHaan explained that the road will be widened only by about five feet, and there will be a guard rail on the downhill side and a sidewalk on the uphill side. He emphasized that Hillside doesn't have an accident record. John Lind explained the pavement management plan and maintaining the roads at a 70% factor.

Mr. Bakaly referred to a community entryway project, including the Snowcreek to Holiday Ranch Loop Trail budgeted at $800,000 over the next five years. Paul Sincock pointed out that the Osguthorpe project doesn't include trails. Mr. Ross explained that the resort entryway project has funding for trails in the area. There are trails that could be built as a part of the barn project, but the Parks, Recreation, and Beautification Advisory Board preferred other improvements. Bob Johnston explained that the Board held a special meeting on the $300,000 which had to be spent within a two year time frame and there have been additional funds since the meeting that have been allocated and don't have to be spent in that time frame. The Board focused on securing the property including a fire suppression system, and its second priority was cleaning up the area, demolishing some of the buildings, making improvements to the access of the property, and parking improvements on the east side. Paul Sincock asked why improve the access if there are no trails; Toby Ross pointed out that there are some trails by the barn. Bob Johnston explained that at the Parks and Recreation meeting, Council member Sincock suggested bringing in the Mountain Trails Foundation to develop trails. The Board discussed this at great length but trails didn't result as a high priority. He added that there is a greenbelt project planned to protect the building from wildfires. He continued that the Board will develop a site plan for the compound that would ultimately incorporate the trails Mr. Sincock is suggesting. The City Manager pointed out that the Council has a choice of nearly $300,000 to almost $600,000 for this item. The City Manager continued that a $20,000 trail would not affect the budget dramatically. Mr. Sincock believed it is appropriate that the project be defined by the Parks and Recreation Board. Bob Johnston added that the Board will explore developing trails at the barn and will invite the Mountain Trails Foundation to a meeting for a presentation. Mr. Harlan interjected that until the barn is secured, it wouldn't be prudent to invite the public to the area until that project is completed.

Tom Bakaly explained that a public safety facility is a project that would be eligible for impact fees. The City Manager clarified that this project could be a remodel, an addition to an existing City facility, or a new satellite building, but it can't be funded with impact fees unless the Council contemplates it in the budget.

Planner Meg Ryan explained that four years ago, the Council committed to $250,000 for affordable housing. Some projects included the acquisition of the Baingo-Wortley property, Silver Meadows, Park Avenue project, and Aspen Villas. The employee mortgage assistance program has helped six employees finance their homes and there is a contract arrangement with Mountainlands Community Trust. Currently there is a balance of $90,000 in the Housing Authority and it is recommended to not fund it further but to work with Mountainlands. She indicated that $30,700 is being requested for the next two years to continue the employee mortgage assistance program. Mr. Bakaly explained the revenues from the sale of a Silver Meadows unit and a refund from Silver Meadows which will be applied to this project. Ms. Ryan added that the City has a $20,000 contract with Mountainlands which will be renegotiated this fiscal year. She anticipated that it would probably be higher, but its services are helpful.

With regard to the new telephone system, Mr. Bakaly explained that there is $350,000 in equipment replacement money. Bob Stephens explained that it is desirable to have all City facilities integrated on the same system and the computer based technology will help with the need for lines. With the Olympics coming in five years, it is anticipated there will be a demand on the phone system. Currently, there is no more capacity in the Marsac Building. Some of the criteria includes expandability and elimination of some maintenance and programming currently required by U S West. Mr. Stephens explained the conduit project recently approved by Council which is being installed in conjunction with the sewer project. He stated that the $25,000 budgeted for the GIS system is a needs analysis, primarily for the mapping. There is also a records management and imaging program, as storage is becoming a problem. Tom Bakaly noted that on June 5, the Council will tentatively adopt a budget and on June 12, the tax rate will be available and a final budget can be adopted. Paul Sincock suggested considering selling City property rather than bonding for capital projects.

3. **Joint meeting with Planning Commission.** Eric DeHaan explained that Council discussed platted and unbuilt rights-of-ways at its meeting of March 6, 1997. He added in 1877, the original Park City Survey was drawn up in the state of Michigan. There was a good idea of where Park Avenue and Main Street were located but a less accurate idea, for instance, of where Empire Avenue and properties on Rossi Hill were located. Mr. DeHaan described a matrix, designed by Paul Sincock, which tries to contemplate all of the issues. He understood that the meeting is to focus on Sand Ridge Heights and the discussion of when and under what circumstances the Council would approve a petition to vacate a City right-of-way. He pointed out that the petition process is straight forward but a policy needs to be formulated. Through illustration of a map, Mr. DeHaan discussed platted Ridge Avenue, platted Norfolk Avenue, and Eastern Avenue. The latter was discussed at the

Parks and Recreation Board meeting because it abuts City Park. He showed an illustration of Rossi Hill where there are 47 platted lots and discussed a number of platted unbuilt streets.

Mr. DeHaan referred to a rendering of the Sand Ridge Heights Subdivision where there are platted lots along unbuilt platted streets, a piece of RDA property, and an unsubdivided parcel owned by United Park City Mines. It is a very complex proposal, involving subdividing property, vacating City streets, and reflating of the platted lots, together with transferring the RDA parcel. He continued that the request is to take all of the property and create 25 lots for 28 units and building a new better aligned road, replacing Ontario Road, which is at a 24% grade. In response to a question from Karri Hays, Mr. DeHaan indicated that the proposed road is at a 12% grade. The Mayor asked Planning Commissioner Bruce Erickson to comment.

Bruce Erickson stated that the Planning Commission agrees with the City Council that each vacation petition needs to be looked at individually, however, it was felt that there are some general "sideboards" or guidelines that could be highlighted from components of the Land Management Code. The Planning Commission makes a distinction between platted lots, access by street rights-of-way, and parcels of ground that potentially could be accessed by a street vacation. He continued that generally the Commission does not support increases in density through vacation of rights-of-way or increases in the total number of units as derived by platted lots. Also, the Commission would typically not support vacations of rights-of-way where loss of snow storage would be significant. Mr. Erickson pointed out that the design components of the Sensitive Lands Ordinance should be applied on hillsides with regard to the issues of significant vegetation, grade, and size and location of retaining walls. In the hearings on vacation related projects, the Commission did not hear overall neighborhood consensus to vacate the rights-of-way. The Commission want public uses maintained for utility easements and trails unless there is another acceptable location. Mr. Erickson continued there should not be a loss of parking because of proposed units. These are the general sideboards the Commission talked about in the last three or four vacations reviewed.

general plan compliance

Paul Sincock stated that the alignment of the road makes sense, and the number of lots, setbacks, and size of the structures seem to be separate from the road alignment. Bruce Erickson responded that those issues are separate but linked as the development could not proceed without the road vacation. He felt that the effects of putting a proper road were generally negatively received by the neighborhood as a whole and the overall community. There would be a retaining wall height of 10 to 12 feet at the intersection location and a loss of snow storage. Commissioner Chris Larson interjected that the community expressed that this was not necessarily a good thing and it was difficult to separate the street vacation from the replat in the context that there were components missing from the plan. This was the direction the Commission was headed when the application was denied due to the applicants' desire. Mr. Sincock asked if it would have made a difference if there were half as many lots. Mr. Erickson explained this plan tended to add access to additional development land which is contrary to the general goals of not increasing the number of units by a vacation. If the number of units were reduced, but there was still a 15 foot high wall, the Commission would have to review that plan as the density may have been mitigated, but the Sensitive Lands Ordinance determining if the wall is acceptable comes into play. Chris Larson added that tangible community benefits like trails and circulation of the area needed to be evaluated. Roger Harlan stated that this discussion reinforces for him that vacations are site specific and pointed out the retaining wall issue. Mr. Erickson noted that there have been potential vacations on upper Norfolk and King Road that tended to make the situation better or at least not worse. Chris Larson added that the land use needs to be evaluated on the site.

Hugh Daniels stated that he is pleased with the process the Commission used and the discussion helps him understand how it considered the project. He believes that each application is site specific and felt it helpful to hold joint meetings, especially on projects that have components that the Planning Commission does not have the authority to make decisions on. Mr. Daniels encouraged the Commission to request a meeting with Council when it is helpful to get direction, and emphasized that he doesn't want to do the Planning Commission's job. Since Sand Ridge will be remanded, he asked if there is input the Council could render. Bruce Erickson responded that the criteria for vacations is all couched in the Land Management Code and currently established, however, it is not organized in one section. He suggested compiling the guidelines in a policy statement and applying it fairly across the board which could accommodate a technical response. City Attorney Hoffman explained that there could be an amendment to the LMC so that the criteria is reorganized; the Council could amend the criteria; but the criteria can not be made stricter once an application has been filed.

Chuck Klingenstein understood that when vacations meet the criteria of the Planning Commission, the Council has historically approved the petitions. He believed each situation needs to be evaluated individually. He emphasized that the public owns the rights-of-ways and the RDA parcel and therefore in order to vacate or dedicate, there must be a public benefit. Mr. Klingenstein pointed out that the minutes of July 10, 1996 indicated that the neighborhood didn't feel this was compatible. Paul Sincock referred to the criteria disbursed throughout the LMC, and recommended gathering that information into one document so it is helpful to the applicant to understand the process. Mr. Erickson believed there could be a resolution outlining the Council's policy and it would be a relatively simple task. Mr. Harlan believed the issue of neighborhood compatibility is extremely important for Planning Commission consideration and if discussed early in the process, may eliminate extraneous discussions. Chris Larson added that there should be some tangible net community benefits with a project. Council member Klingenstein indicated that with regard to neighborhood compatibility, the road was a major issue as density drives road design.

Tom Billings, counsel for Sand Ridge Heights, believed that it is a "chicken and egg" situation. It is still uncertain that if the Planning Commission follows the guidelines and makes a positive recommendation, that the Council will accept and support the recommendation. Also applicants needs to understand what "net tangible benefit" means. He questioned if a neighbor objects, if the applicant loses. Chuck Klingenstein stated that he wouldn't delegate authority to a neighborhood, but its input is important. The Commission is charged with coming up with the planning solutions and listen to the neighbors, the applicants, and other interested people. Net tangible benefits could involve public accesses, trail systems, open space, and density. He reiterated that each project is different and with regard to the "chicken and egg" statement, Council has always vacated once the Planning Commission has performed a thorough review process. Hugh Daniels emphasized that the Council would not abrogate to the Planning Commission as it would not abrogate to the neighborhood. The Commission does not have the right to vacate. Mr. Daniels emphasized that if the Planning Commission renders a recommendation, it is likely he will follow it, but can not absolutely guarantee that. Mr. Harlan agreed and felt that there is always a risk inherent in an application. Mr. Billings felt that the review by the Council should determine if the Planning Commission exercised its discretionary authority in a reasonable and a non-arbitrary and capricious manner. There should be some reliance that the City Council will approve the recommendation to vacate and if the Council has no intention of vacating, the applicants should know that now. In response to a question from Paul Sincock about the history of the Council accepting the Commission's recommendation, Jodi Hoffman explained that the Commission makes a recommendation about the planning aspects of the project and leaves the vacation to the Council's discretion.

Mr. Erickson noted that in terms of "chickens and eggs", the Planning Commission could make a finding and a subsequent recommendation that either a development proposal was linked to property vacation as in the case of the Sand Ridge project or is separate from a development project in which case a vacation would be sent quickly to the Council. However, in the other case, the application would be processed according to the master plan in the LMC and the vacation would be a subsequent act. In terms of net tangible benefit, the LMC has clear conditions about acceptable conditional uses and an MPD is a conditional use. He continued that it is important to consider net loss to the community which is also in the LMC, and it is the applicant's obligation to demonstrate there is no net loss under the criteria under conditional use, subdivision, or the lot criteria. Mr. Harlan asked if there was a time when the Council could have been brought in earlier to benefit everyone. Chris Larson didn't believe so in this case as the Commission was looking at 10 or 15 specific planning criteria, but the negotiation process was short circuited. If Council's position was never to vacate a street, that would be helpful to know. He agreed with Mr. Erickson that adopting a policy would be a good approach.

Leslie Miller, Sand Ridge Heights Subdivision applicant, asked if the Planning Commission and Council would be interested in new information as she has revised plans. This issue goes particularly to private versus public roads and she requested some direction as it will drive the density issue. She would like to take this opportunity to discuss in some detail options before they go back to the Planning Commission. This discussion isn't about planning issues but a policy decision on a preference of a public or private road, which may not require a vacation. There have been some modifications in ownership which have changed the boundaries. Chuck Klingenstein emphasized that no one has looked at her plans, and he preferred to talk in generalities. Ms. Miller responded that the Council doesn't have to look at drawings, but there could be a discussion on the road. The Mayor appreciated Ms. Miller's concern but felt it more appropriate for the Planning Commission to review the development aspects. He didn't feel that the Council is in a position to look at plans today. Ms. Miller argued that with regard to a public or private road, they will end up before the Council when there could be some direction today.

Hugh Daniels pointed out that the community has both public and private roads and the RDA parcel has similar considerations as vacations. If there is good benefit, he personally would consider her requests. He hoped that the Commission and applicants would not have preconceived ideas, but rather look for the best plan based on the constraints placed by the LMC. The City Manager explained that there is a policy with regard to public and private roads, relating to the development surrounding the road. Subsequent to adopting the policy, the Council has entertained private roads that would have conflicted with the policy, but the current policy is public roads unless the project is a detached condominium-type of development which can be private or other circumstances that have a broader public benefit. Ms. Miller asked for information about financing a public and private roads. The City Manager responded that in almost all circumstances where there is a subdivision or replating, whether the road is public or private, the applicant is responsible for the initial installation. The design standards for a public road are higher and subsequent to development of a public road, the public generally assumes most of the maintenance obligations. In response to a question from Ms. Miller about replating, Mr. Ross explained that building or improvements to a road would be the obligation of the applicant. He added that there is no policy for the dedication of the RDA parcel, except there has to be a determination of public interest or compensation to the public. Jodi Hoffman added that if someone wanted to acquire an RDA parcel, the property would be appraised and the City may sell it at fair market value in consideration of public trust. In the event of a master plan development, there are net tangible benefits that accrue to the public associated with the resubdivision or replating.

Bruce Erickson stated that the Council should make sure that it severs road standards from the issue of whether the road is public or private. The City Manager clarified that the private road standard is less than a public road standard but there is flexibility to reduce the public road standard. Mr. Erickson noted that the Planning Commission will look at alternatives. Paul Sincock asked what right the public has to use a Ontario Avenue which is located over private land. Ms. Hoffman explained that the state statute provides that if the road is used by the public continuously it is a public right-of-way through prescriptive use. When the property was acquired, it wasn't free and clear if the public was allowed historic continuous use across the property.

Ms. Miller asked for a delineation of the process and when a petition to vacate would be appropriate. Mr. Ross clarified there are specific benefits that accrue to the applicants out of the appeal denial, as there would be a fairly short review process without fees. Upon submittal of a new complete application, staff will schedule a hearing before the Planning Commission within 60 days.

If the application includes the presumption of a vacation, it might be helpful to file that simultaneously, although the petition would probably not come back to Council prior to a recommendation from the Commission, but it would provide everyone the necessary information at the earliest possible date. Jodi Hoffman stated that staff could create a list of required information for a complete application for the subdivision application and a vacation petition.

Pat Putt asked for direction about putting provisions from the LMC into some kind of policy resolution. He pointed out that it will be clarified when the LMC is codified. He understood that a vacation should not result in an increase in density beyond what would be obtainable under the current platting, and an example was discussed. Mr. Erickson further explained that since the UPCM parcel is unplatted, the density would be determined at one as generally the Commission doesn't want to see an increase of total units. Mr. Ross added that there are physical, legal, and access constraints. Mr. Erickson stated that the Commission will apply the criteria of the LMC as to whether or not a lot is developable based on access. He reiterated the Planning Commission is not interested in increasing density created by right-of-way vacations. The Mayor asked if everyone had sufficient direction. Mr. Sincock felt that Mr. Putt's question was not answered. Jodi Hoffman asked Council if it wanted the Legal Department to displace its work load to move this up in priority. Bruce Erickson believed the easiest thing to do would be to amend the LMC to add language that vacations of rights-of-way should be treated using the criteria of the conditional use process. The second quickest way would be to adopt a policy that vacations be treated according to the conditional use process as the criteria he discussed is no different than the conditional use process. The third option is to hash out the language, reference the LMC, and then adopt a policy. The Mayor noted that he would like to see Sand Ridge move along and a policy would facilitate the process.

Roger Harlan asked if there were other LMC revisions that this could supplant. Ms. Hoffman responded no, but there will be opportunities in the rewrite to make this clearer. Mr. Erickson pointed out that the two places, outside of the conditional use process, is in terms of the policy relative to unplatted metes and bounds parcels and the density question. There would be a three-part policy including no increase in density, platted lots are treated as platted lots with access considerations under the LMC, and unplatted parcels are treated as a straight subdivision using the Sensitive Lands Ordinance and reviewed under the conditional use process. Karri Hays suggested that when the Commission is considering annexations, large scale MPDs, or vacations, that there be a joint meeting with the Council. The Mayor urged the Commissioners to request a joint meeting anytime. There was discussion about involving Council in the Park City Ski Area expansion sooner. Toby Ross pointed out that there is a joint meeting scheduled for July 17.

Prepared by Janet M. Scott

5\5\98

To: City Council and Park City Planning Commission.
Re: 81 King Road Plat Amendment and Vacation.
Zoning: HR-L.
Planners: Megan Ryan and Alison Kuhlow.
Applicant: Michael Watts

According to the draft of, A Policy Statement Regarding The Vacation of Public Right of Ways Within Park City. The Municipal Land Use Development and Management Act of the Utah Code ("Act") provides that the City Council may vacate public right of ways should a variety of these findings be met.

Section 1. Good Cause. The following list of items have been negotiated through the plat amendment process. I feel that these items demonstrates a "net tangible benefit" to the neighborhood and the City.

1. NO INCREASE IN DENSITY. The density at this point has been DECREASED. The proposed above ground square footage (Based on lot size **without** R.O.W) is 2165 sq. ft.. Which is 85% of the allowable F.A.R..
2. Increased set backs. 25 ft. front, 15 ft. rear. See staff report. The increased front setback would allow for extra off street parking spaces and an area for staging, to mitigate the construction impacts. This is in front of a two car garage.
3. Restrictions in roof line heights and stepping requirements. See staff report.
4. Restrictions in offsets of building walls and roof. See staff report.
5. Neighborhood compatibility: The above listed items would force the design of a single family residence to be more than compatible with the area.
   a. smaller than average house size in the neighborhood.
   b. more offstreet parking than most old town lots.
   c. an area to stage construction
   d. all utilities exist today in King Road and were stubbed for this lot.
   e. height and stepping restrictions.
6. Neither the public nor any person will be materially injured by the proposed vacation or plat amendment.
7. This proposal makes more sense that the alternate possible chooses.
   a. Upgrading existing plated Ridge Ave. to use as access to lots.
   b. Request lower road standard variance to allow for driveway use on Ridge Ave.
   c. To combine lot 3 with lot 1 through a plat amendment and still vacate Ridge Ave.

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Exhibit G
Letter from Mike Watts 5/5/98

PARK CITY
1884

CITY COUNCIL REPORT

DATE: July 9, 1998
DEPARTMENT: Community Development
AUTHOR: Eric DeHaan, P.E., City Engineer Eric W DeHaan
TITLE: Award of contract to Montgomery Watson for Woodside Avenue reconstruction project - planning phase engineering services
TYPE OF ITEM: Approval of Contract

SUMMARY RECOMMENDATIONS: Approval of the agreement with Montgomery Watson for engineering services on the Woodside Avenue project in an amount not to exceed $50,000.00, and allowing staff to make minor technical changes to the agreement if necessary.

DESCRIPTION:

A. **Topic:** The first step in the potential reconstruction of Woodside Avenue from 12th Street up to King Road is the preparation of a conceptual design for the project. Once a concept plan is available, a series of public meetings will be held with the affected neighbors. A skilled engineering/planning firm is needed to determine whether a consensus can be reached among the various stakeholders and what the construction costs would be. Only then can we come back to Council for authorization to proceed with the design and bidding of the actual construction contract.

B. **Background:** On April 23rd the Council met in a work session at the Racquet Club where the scope of a possible Woodside Avenue reconstruction project was discussed. The scope is repeated verbatim as Exhibit A (Scope of Services) to the proposed contract with Montgomery Watson, which itself is attached. The contract will allow us to proceed with a conceptual design, contact utility providers to determine potential costs and delays related to utility relocation, and meet with affected neighbors to gauge public support for the project. We identified $2.5 million in CIP funding in FY1998 and through FY2000 which would allow us to proceed to construction on a traditional project, but careful cost estimating and probably contributions from adjacent owners will be needed if the scope of the project is enlarged to include undergrounding of overhead power and phone lines or other elements.

C. **Analysis:** A Request for Proposals was circulated in May following the Council's work session in April. Seven different firms responded to the RFP. The seven firms are as follows:

CRS Consulting Engineers, Inc.

Montgomery Watson
Evergreen Engineering
Weston Engineering
CH2M/HILL (with Alliance Engineering)
EWP Engineering
Entranco

A selection team was formed by Staff with representatives from several affected City departments and divisions, including Public Affairs, Trails Planning, Engineering, Planning, Parks/Golf/Building Maintenance, and Public Works.

The selection team reviewed proposals from all seven firms, interviewed three firms in detail, and selected Montgomery Watson as the recommended service provider for the "planning phase" of the Woodside project. Criteria for the recommendation included relevant experience, historic district experience, adequacy of staff resources, workload, familiarity with Park City, and the ability to respond to local concerns.

The three firms interviewed for the planning phase and their fee estimates are as follows:

1.	Evergreen Engineering	$28,000 - $38,000
2.	Entranco	$40,000 - $50,000
3.	Montgomery Watson	$40,000 - $50,000

Park City's purchasing policy allows us to contract for engineering services and other true professional services based on selecting the most appropriate provider of those services, not necessarily on a "low-bid" basis, which is often not an appropriate method of selecting professional services. Please be aware the construction phase engineering services may rise to the $300,000 level or possibly higher if power and phone lines are undergrounded.

D. Department Review: The proposed contract with Montgomery Watson has been coordinated through all the departments listed in the Analysis section above. If approved by Council for actual construction, the Woodside project will be heavily coordinated with Public Works and the Legal Department.

ALTERNATIVES:

A. Approve the Request. By authorizing the staff to contract with Montgomery Watson the Council will keep the Woodside project on track for construction in 1999-2000. The not-to-exceed fee of $50,000 is already appropriated within the CIP budget (summary attached).

B. Deny the Request. A rejection of the Montgomery Watson contract will be tantamount to delaying the project beyond calendar year 1999 because we couldn't scope the project in time for the construction-phase consultant to be selected in time to acquire necessary field survey date prior to snowfall this winter.

C. Continue the Item. If the Council desires more information, the item can be continued.

D. Change the Scope of the Woodside Project. At this point or anywhere along the line the Council can alter the scope of the project, but this would be the last opportunity to do so prior to expending CIP funds in the form of partial payments to Montgomery Watson.

SIGNIFICANT IMPACTS: The planning phase of the Woodside project will have relatively little physical or financial effect on the City. The construction project itself will represent major surgery on the heart of historic Park City, and will have significant, daily impacts on the residents of Woodside. Careful, professional engineering of the project is vital.

CONSEQUENCE OF NOT TAKING THE RECOMMENDED ACTION: At this time, although large numbers of staff hours will have been mis-spent, if the Council chooses not to proceed with the planning phase contract there will be no expenditure of CIP funds.

RECOMMENDATION: Approval of the agreement with Montgomery Watson for engineering services on the Woodside Avenue project in an amount not to exceed $50,000.00, and allowing staff to make minor technical changes to the agreement if necessary.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this _____ day of _______________, 1998, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, hereinafter referred to as the "City" and MONTGOMERY WATSON, hereinafter referred to as the "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. **<u>SCOPE OF SERVICES</u>**:

See attached Exhibit A.

2. **<u>TERM</u>**:

The Service Provider shall commit the manpower to be complete by October 15, 1998.

3. **<u>COMPENSATION AND METHOD OF PAYMENT</u>**:

A. Payments for services provided hereunder shall be made monthly following the performance of such services in accordance with the schedule attached hereto as Exhibit B. Only the work in the Planning Phase as described in Exhibits A and B is hereby committed. Payment to Service Provider shall not exceed $50,000 without specific additional authorization by City.

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

C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Exhibit C".

D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Engineer, 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.

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**:

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 35-1-60; 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.

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. Professional Liability insurance written on an occurrence basis with limits no less than one million dollars ($1,000,000).

The City shall be named as an additional insured on the insurance policy, 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.

The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suite 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 upon completion of the work and payment in full of all monies due to the Service Provider. The City acknowledges the Service Provider's work product and other documents submitted by the Service Provider to the City as instruments of service.

10. **COMPLIANCE WITH LAWS**:

A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state or 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.

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. 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 to 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 in Park City.

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. Any changes which affect the scope or cost of the services proposed may be billed as an "extra" as will fees for re-design resulting from circumstances beyond the control of the Service Provider.

B. The City shall supply available relevant documents and/or data. If the City refuses to provide such material, the Service Provider may obtain the information itself and bill it as an "extra."

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. The City may terminate this Agreement, in whole or in part, at any time, by at least five (5) days written notice to the Service Provider. 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 seven (7) 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 representatives 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

____

TOBY ROSS, CITY MANAGER

MAILING ADDRESS: TOBY ROSS, CITY MANAGER
PARK CITY MUNICIPAL CORPORATION
PO BOX 1480
PARK CITY UT 84060

Attest:

____

City Recorder

Approved as to form:

____

Mark Harrington, Deputy City Attorney

MONTGOMERY WATSON

____

PAUL C SUMMERS, REGIONAL MANAGER

MAILING ADDRESS: PAUL C SUMMERS, P.E.
MONTGOMERY WATSON
4525 SOUTH WASATCH BLVD, SUITE 200
SALT LAKE CITY UT 84124-4799

Tax ID#: ______________________

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
County of Summit)

On the ___ day of _______________, 1998, personally appeared before me _____________ _____________________ who did say that (s)he is the ______________________ of ____, and that the foregoing Service Provider Contract was signed in behalf of said corporation by authority of a resolution of its board of directors; and said persons acknowledged to me that said corporation executed the same.

____
NOTARY PUBLIC

EXHIBIT "A"
SCOPE OF SERVICES

WOODSIDE AVENUE RECONSTRUCTION

Description of the Project:

As currently envisioned, the construction project would replace the existing six-inch water line in Woodside with a 10-inch line, increasing the ability of the Fire District to obtain enough water to fight fires in this densely built-up neighborhood. Approximately 150 residential water service connections would be replaced with new services and water meter boxes. A major storm drain line would be installed in most areas of the project boundaries as described above, with about forty new drain line connections installed to the storm drain line from both sides of Woodside. Approximately twenty new curb inlet boxes would be installed. New gutters would be installed on both sides of the street. A bundle of utility conduits would be installed with the storm drain and/or with the water line, although actual undergrounding of overhead utility lines may not occur. Minor sanitary sewer repairs would probably occur. New asphalt would be installed. No sidewalks or staircases would be installed with this project, although nearby stairs and walks may be installed by virtue of other City capital projects. No new street lights are proposed. All work would occur within City street rights of way, although some of the drain line connections would affect private property, with the owners's permission. The overall length of the project is about 5000 lineal feet.

Description of Required Consultant Services:

PHASE ONE "Planning Phase" (Montgomery Watson)

The consultant will prepare a conceptual design for the construction project.

The consultant will coordinate field survey information, aerial photos, and/or available GIS mapping to illustrate the construction project and all adjacent inhabited structures. The consultant will contact U.S. West, Utah Power (Pacificorp), and TCI Cablevision to obtain feasibility and cost information regarding undergrounding the existing overhead lines. The consultant will prepare an opinion of probable cost for the construction project and be familiar with Park City's capital improvement budget line items for the project. The consultant should be familiar with special assessment districts as a funding mechanism for public improvements in Utah.

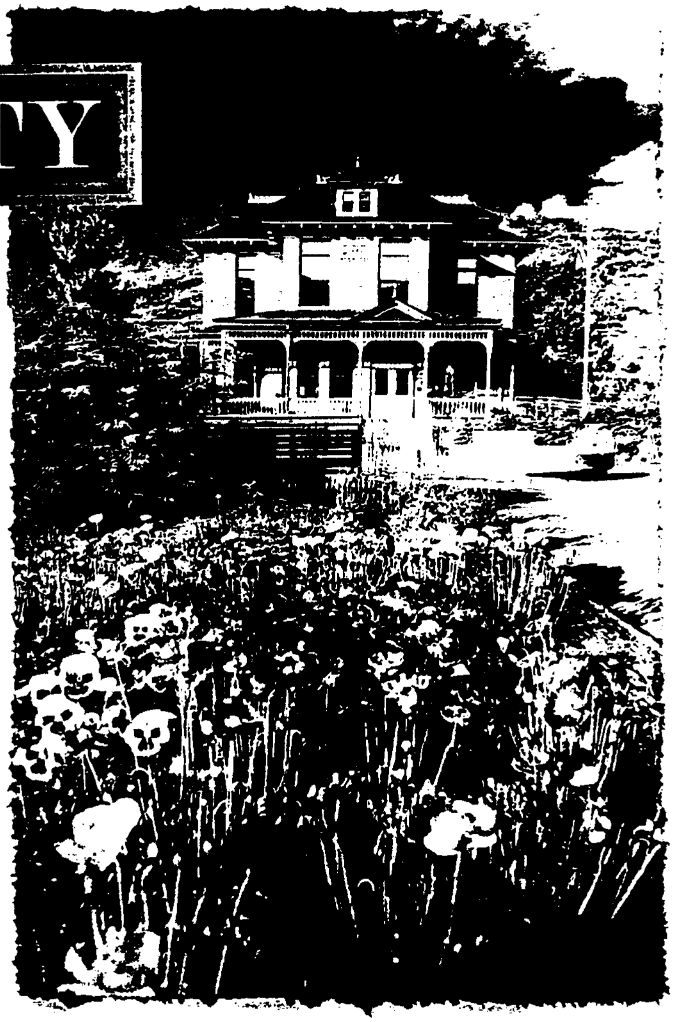
The consultant will have primary responsibility for organizing, publicizing, and facilitating three neighborhood public meetings. Park City desires to have one meeting for each of three Woodside Avenue neighborhoods (those areas in and near the following segments of Woodside: King Road to Fourth Street, Fourth to 8th Street, and 8th Street to 12th Street). The neighborhood meetings will occur in the early evening at a site or sites to be selected and reserved by the consultant. The consultant should facilitate the meetings in such a manner as to gauge public sentiment for each aspect of the construction project.

After the three neighborhood meetings have been completed, the consultant will meet up to two times with the City Council to describe the project and to relay the outcome of the neighborhood meetings. The consultant will recommend a final scope of the construction project to the City Council based on all of the accumulated background information, public input, and budgetary considerations.

EXHIBITS B & C
PROPOSAL & FEE SCHEDULE

PHASES = BOTH

PARK CITY
1884



Woodside Avenue Reconstruction

June 12, 1998

MONTGOMERY WATSON

128

MONTGOMERY WATSON

June 12, 1998

Mr. Eric DeHaan, P.E., City Engineer
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

Subject: Proposal for Woodside Avenue Reconstruction Engineering Services

Dear Mr. DeHaan:

Montgomery Watson is pleased to present our proposal to conduct planning and engineering services for the Woodside Avenue Reconstruction Project. We have assembled an excellent team of professionals to efficiently plan and design this most important project.

Montgomery Watson has designed similar projects to the Woodside Avenue project for Park City in recent years and we now bring that experience to this project. Mr. Roger Payne, our Project Manager was involved in the previous projects and has a good working relationship with City and Public Works staff. We understand the difficult public issues embodied in this project and have included Kathy Loveless on our team who is a seasoned expert in public involvement. Kathy's recent experience with the I-15 project and its difficult public issues has direct relevance to this project.

We understand from our conversations with you the importance of the on-site construction inspector. We have responded to this need by including Mr. Rod Erickson on our team to fill this role. Rod is a highly respected construction manager and inspector and he is well known for his ability to manage difficult projects and work with effected residents and owners.

We strongly believe the Montgomery Watson team is the best suited for this important and challenging project. We have a proven track record of completing difficult projects on schedule and within budget. Our people are all client oriented and will work closely with you and your staff to successfully complete this project.

We look forward to the opportunity to be of service.

Sincerely

MONTGOMERY WATSON

Paul C. Summers

Paul C. Summers P.E.
Regional Manager

4525 South Wasatch Blvd
Suite 200
Salt Lake City, Utah
84124-4799

Tel: 801 272 1900
Fax: 801 272 1400

Serving the World's Environmental Needs

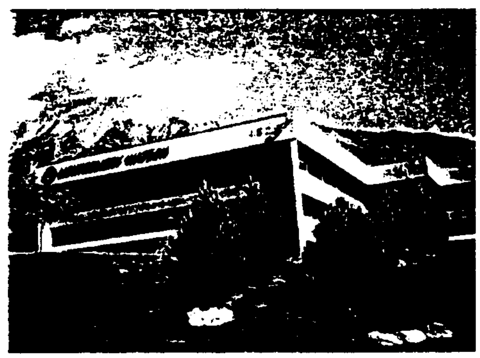
The Montgomery Watson Team

The Montgomery Watson Team has been assembled to provide Park City with the technical expertise essential to completing the Woodside Avenue Reconstruction Project. Montgomery Watson, a local leader in environmental engineering, leads the team. Loveless Enterprises has been chosen to provide the public information and involvement services that are critical to the success of the project. The Team is completed with the selection of Rodco Construction Management, bringing years of local construction experience.

Montgomery Watson

Serving the World's Environmental Needs Since 1945

Montgomery Watson is one of the world's foremost environmental engineering companies. Formed in 1945, our employee-owned company is one of the three largest design firms in the United States specializing in environmental and municipal engineering. With 3,500 employees in 125 offices and 30 countries, Montgomery Watson serves clients of all sizes, including municipal, government, and private industry. Our projects include many award-winning efforts, and range from modest predesign studies to comprehensive program management efforts.



Serving Utah's Environmental Needs Since 1957

Montgomery Watson's Salt Lake City Regional Office, located at 4525 South Wasatch Boulevard, has built a strong reputation in the Intermountain area with an exceptional staff of professional engineers and environmental scientists. We have been providing quality engineering services to our clients for more than 41 years.

Loveless Enterprises, Inc.

Public Involvement... Strategic Planning... Policy Creation... Program Development... Implementation

Loveless Enterprises, Inc., was founded in 1990 to provide public involvement and consensus-building capabilities to transportation, water, electric and energy projects in the U.S. As a 100% woman-owned business, it is certified as a DBE by the Utah Transit Authority and by the Nevada Department of Transportation.

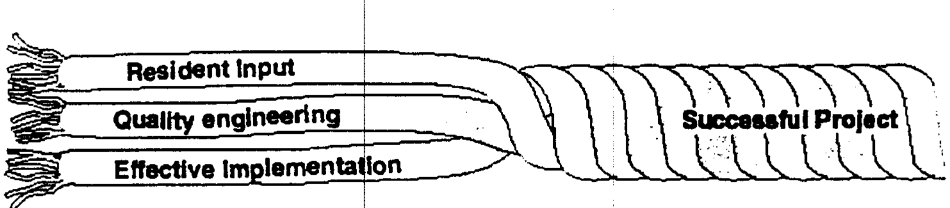
The firm offers the full range of public involvement services including: strategic planning; public involvement plan writing; coordinating and facilitating public open houses, hearings and meetings;

writing and publishing newsletters; dealing with the media; conducting public opinion research and analyzing data; making public presentations; and preparing final reports on all public issues and events.

Loveless Enterprises, Inc. also offers Partnering Workshops, including all pre-and post-workshop surveys and other data collection services. Founder, Kathy Loveless, a certified facilitator by the U.S. Federal Government, has conducted this type of work for the past 27 years in Washington, D.C., Texas, Colorado, Utah, Nevada, California, New Mexico, Wyoming, Arizona, and Idaho. She has committed to work personally on this project if the Montgomery Watson team is selected.

Planning Philosophy

Our planning philosophy emphasizes the comprehensive gathering of pertinent data combined with the interaction and involvement of all effected parties. This allows an open-minded look at the issues without predetermining the outcome. Early understanding and buy-in by those involved helps to prevent costly delays and confrontations later in the process. After the initial data gathering and issues identification, the data, ideas, input, and client preferences are systematically and logically evaluated to converge on a result which best embodies all aspects of the process.



Design Philosophy

Our design philosophy focuses on the completion of an engineered project that matches the established design criteria, is of high quality, is timely in its completion, and is within the established budget. We emphasize client relationships, responsiveness and accountability in our dealings with individuals and other organizations.

We are keenly aware of the problems and complexity associated with managing and designing engineering projects. We practice a well-defined and proven project management and quality control program which includes deliberate and scheduled activities for communication with clients, cost and progress monitoring, technical criteria review, independent design review and checking, and review of construction activities. We are well aware of the significance to our clients of completing consulting assignments on a timely basis and for the agreed cost. We accept total professional responsibility for our performance and the quality of the engineering product. The technical quality of our work will not be compromised.

Key Project Issues

Resident Impacts: The citizens living along Woodside Avenue will be significantly impacted by this project. Their concerns and input must be incorporated into the design and construction of this project.

Disruption of Access and Resident Parking: The construction activities will displace the existing parking and access of the residents along Woodside Ave. Maintaining access for emergency vehicles during construction, traffic control, and access for residents will all be significant issues to resolve.

Traffic Calming: The development of appropriate road improvements for Woodside Avenue that both improve the street and yet preserve the residential nature and control the speed of vehicles using the road way are important.

In gaining an understanding and knowledge of your project, we have identified the following key project Issues.

Coordination with Residents: Close coordination with residents along Woodside Ave. will be required to ensure that locations of drainage inlets and transition to private driveways and parking areas are adequate, and coordination with residents will be especially important if utility services are to be relocated.

Field Survey and Data Collection: Obtaining complete and accurate information about the existing topography and site improvements will be critical to successfully complete the design work.

Limited Access and Rights-of-Way: Narrow rights-of-way and limited access for construction equipment and activities will make construction difficult.

Relocation of Overhead Utilities: The relocation of existing overhead utilities and services, if included in the project, will be a significant issue to resolve, and will require coordination with utilities companies and cooperation of property owners.

Design Requirements: The detailed design includes several important features to be incorporated into the project, including:

- Replacement of the existing waterline with a new 10-inch water line
- Installation of concrete storm drain pipe including gutter inlet boxes and inlets for lot drainage.
- Roadway reconstruction with concrete gutters.
- Possible relocation of overhead utilities.
- Dealing with limited and difficult access during construction.
- Limited construction space.

Field Inspection Services: Providing an experienced and qualified field representative, who can relate well with residents, to observe and monitor the progress of construction will be an important element to the success of the project.

Phase 1 – Planning Phase

The planning phase of the project consists of a mix of preliminary engineering and public involvement. The pre-engineering includes the acquisition of aerial mapping for use in both the design and the public involvement process, engineering support of the public involvement process, and a predesign report that summarizes the technical design scope incorporating the results of the public involvement process.

The public involvement approach offered by the Montgomery Watson team takes into account two main unique factors about this project. First, that the core impacted citizens all live on one street and second, that the impact to those citizens will be direct, significant, and will effect them everyday during construction.

These two elements lead us to propose a public involvement design that differs significantly from programs typically conducted. Because of the location of the impacted citizens, we recommend a series of block meetings, hosted by residents of each block. Because most of the homes along this street are small, it is anticipated that as many as 12 homes would be used for these meetings, with small groups at each meeting. Loveless Enterprises, Inc. has successfully planned and executed these types of meetings. The outcome has been that residents appreciate the intimate attention given to problems that directly affect their daily lives. Another benefit residents have expressed is that they get to meet neighbors they have never met.

We have considered the key project issues and have outlined a project approach that briefly addresses these issues.

This approach requires advanced planning and effective coordination to insure that the contact is comprehensive, well publicized and that all residents feel they had a sufficient opportunity to participate in the discussions. Through these carefully facilitated meetings (carefully refers to insuring that all participants are heard, no single individual is allowed to dominate the discussion, and that the rules of effective consensus building are applied) concerns and ideas are generated by the residents and are added to the full data base.

Some of the types of tasks that would be completed during this phase include:

- Preparing initial flyer and disseminating
- Organizing block meetings

Left: The current condition of Woodside Avenue
Right: King Road, recently reconstructed, is an example of the completed project.

- Facilitating block meetings
- Collating data from meetings
- Preparing report to City Engineers Office, City Council et al. of findings and recommendations.
- Incorporating residents' views into construction plans
- Communicating back to residents how their views were used and what the plans are.

Phase 2 – Design and Construction Phase

The design will be the logical extension of the planning phase, incorporating the results of the planning effort to produce a complete set of bidding documents. An abbreviated Scope-of-Work follows that outlines the major tasks associated with the design effort.

Proposed Scope of Work

Based on our understanding of the Project we have prepared a brief task oriented Scope of Work as outlined below.

<u>Predesign Services</u>

Task 1.1 - Aerial Mapping:

Task 1.2 - Coordination with Utilities:

Task 1.3 - Interaction with the Public Involvement Process:

Task 1.4 - Predesign Report:.

Design Services

Task 2.1 - Field Survey:

Task 2.2 - Utilities Research:

Task 2.3 - Detailed Engineering Design

Task 2.4 - Specifications and Bidding Documents

Task 2.5 - Construction Cost Estimates

Task 2.6 - Bid Phase Activities

Task 2.7 - Project Coordination and Management

Construction Management Services

Task 3.1 - Construction Survey and Staking

Task 3.2 - Contract Administration Services

Task 3.3 - Field Inspection and Representation

Task 3.4 - Project Management and Administration

Montgomery Watson considers a detailed topographic field survey an essential requirement to obtain the information needed to efficiently complete the detailed design services. We have discussed the project with Schuchert and associates, our selected surveying subcontractor, and have included the cost of survey services in our proposal.

The narrow right-of-way, along with limited side street access, will present difficulties for construction activities. Extra care is needed to properly coordinate the construction activities during pipe installation and construction of gutters and road resurfacing to minimize conflicts that may occur during the construction process. The delivery and layout of construction materials such as pipe materials, needs to be scheduled to avoid unnecessary conflicts. The location of suitable construction storage sites and staging areas will be important. Many of these items can be addressed in the Contract Documents and others coordinated during construction.

In consideration of the length of the project and the short construction season in Park City, a two year construction period is appropriate. Construction of the Woodside Avenue improvements would be divided into two sections, one from 12th street to 8th street and the second from 8th street to King Road. It is expected that the construction would occur between the months of May and October of 1999 and 2000.

If the relocation of overhead utilities is included in the project scope, additional coordination may be required with the residents and utilities companies. Montgomery Watson contacted representatives of US West and Utah Power to discuss utility relocation. An important element in the relocation of overhead power to underground is the meter box conversions and routing of buried conduit across each private lot. The relocation of overhead utilities will require the participation of each property owner to complete the facilities that are located on their property.

Public Involvement During Construction

As with the work on the I-15 Reconstruction, Loveless Enterprises, Inc. found that public issues arise during construction that no one anticipated during the planning phase. It is likely that unanticipated issues may arise on the Woodside Avenue Reconstruction project. If these issues are not addressed and a satisfactory solution reached, the impact to the project could be extremely negative. Consequently, it is recommended that at the conclusion of the first year of construction another round of block meetings is held to identify concerns and to make recommendations for the next year of construction. During the design and construction phase the following tasks would again be performed

- Preparing initial flyer and disseminating
- Organizing block meetings
- Facilitating block meetings
- Collating data from meetings
- Preparing report to City Engineers Office, City Council et al. Of findings and recommendations
- Incorporating residents' views into construction plans
- Communicating back to residents how their views were used and what the plans are

Public Involvement Experience

Specific types of public involvement activities recently completed by Loveless Enterprises, Inc. include:

Wasatch County Water Efficiency Project.

Loveless Enterprises conducted several public opinion surveys, planned and executed public meetings, wrote and published newsletters, analyzed and summarized data and wrote reports on this study.

Reference: Paul Summers, 801-272-1900

Water Management Improvement Project.

Loveless planned and executed public information meetings, prepared interest group databases, wrote summary reports and developed a public involvement tracking system.

Reference: Dave Eckhoff, 801-270-5777

Water Pricing Policy Study.

Loveless developed a public involvement plan, developed a tracking system, developed data bases and presented information to special interest groups.

Reference: Dave Eckhoff, 801-270-5777

Environmental Interest

Groups Database and Information Kit. Loveless developed a data base of multiple national and local environmental organizations, developed information packages that were mailed to them and analyzed and summarized an interest survey.

Reference: Harold Sersland, 801-226-7100

I-15 Management Consultant Contract.

Loveless Enterprises, Inc., under contract to the prime contractor, set up public meetings with local community councils and city councils, assisted in the development of presentations about freeway expansion and repair work.

Reference: Larry Becknell, 801-262-3735

Engineering Experience

Specific relevant engineering activities recently completed by Montgomery Watson include:

Park City Water System Improvements, Park City Corporation.

Montgomery Watson designed and provided construction management services for the Park City 1988 Water System Improvement Project. The project included five pressure-reducing stations and 8,600 linear feet of 8-inch waterline, 5,000 feet of 10-inch waterline and 2,600 feet of 12-inch waterline, along with associated appurtenances, and modification of two existing pump stations to improve operation. One pump station was retrofitted with pump control valves and telemetry equipment to provide for automated pump station operation.

Reference: Eric DeHaan, 435-615-5075

Woods Cross Water Distribution System.

Montgomery Watson provided engineering and inspection services to Woods Cross City for this water transmission, water distribution and reservoir storage construction project. The pipeline was a 16-inch ductile iron transmission pipe constructed in state highways and local city highways within Woods Cross and Bountiful. It crossed a major road and required boring and jacking of steel pipe casing under the I-15 freeway and the Rio Grande and Union Pacific railroads. The successful completion of the project required coordination with three cities, UDOT, two railroads and numerous utility companies.

Reference: Scott Anderson, 801-292-4421

Provo City East Central Storm Drain Phase 1A.

This major storm drain trunk line (1800 feet long) was routed through a railroad switching yard and automobile salvage yard. The storm drain consisted of 72-inch RCP and 8' x 4' reinforced box culvert. The project required 345 feet of the 72-inch pipe to be jacked beneath seventeen railroad tracks while 120 feet of the pipe was allowed to be open trenched through five railroad tracks.

Reference: Greg Beckstrom, 801-852-6720

Provo City East Central Storm Drain Phase 1B.

This project involved the design and construction of a major storm drain trunk line (2700 feet long) routed through a residential neighborhood. The storm drain consisted of 54-inch RCP and 6' x 4' reinforced box culvert. The project also included rerouting of utilities and partial reconstruction of an existing roadway.

Reference: Greg Beckstrom, 801-852-6720

Antelope Drive Roadway Improvements, Utah Department of Transportation.

UDOT retained Montgomery Watson to provide an environmental assessment, design study report and roadway design for Antelope Drive in Layton, Utah. The project consisted of widening approximately 2,700 feet of an existing paved roadway to four lanes with a center left turn lane. The environmental assessment included an evaluation of the following environmental concerns; visual, social and economic, relocation, air quality, noise, stream modifications or impoundment, wetlands, water quality, flood hazard, land use planning, historic or cultural site, construction, Section 4(f) and 6(f) properties, rare and endangered species, wildlife scenic rivers, energy, geology and soil, and prime and unique farmland. Design elements of the project included field surveys, easement and right-of-way descriptions, pavement section, utility modifications, structures, traffic signals, storm drainage improvements, quantity calculations, and construction cost estimates. The project also included coordination with various state and local agencies, utility companies and conducting public hearings.

Construction Management Experience

Specific relevant construction management activities recently completed by Rodco include:

Resident project representative for Water Treatment Plant No. 2 and 4 Improvements for Weber Basin Water Conservancy District.

Reference: Scott Paxman, 801-771-1677

Resident project representative and designer for a 12-inch waterline (Bountiful 1500 South) for Weber Basin Water Conservancy District.

Reference: Mark Anderson, 801-771-1677

Designer, estimator and resident project representative for water lines, sewer lines, storm drains, curb and gutter, and roadway projects for West Jordan, Riverton, and Draper cities.

Reference: Bob Davis, 801-569-5070

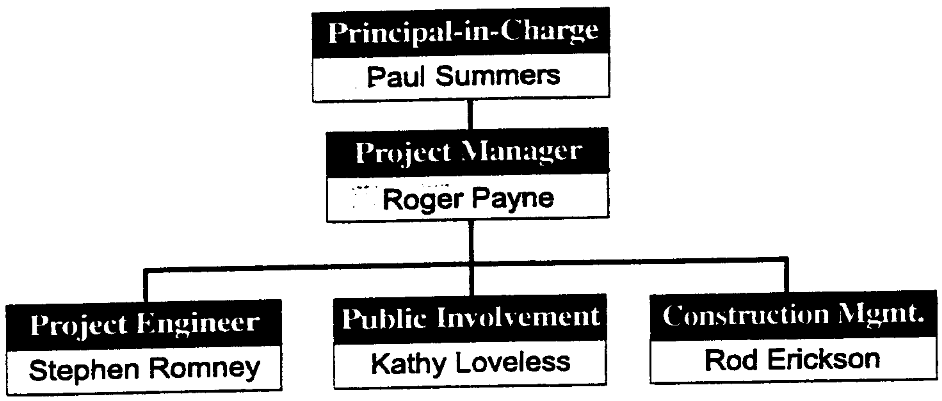
Qualifications for This Project

Montgomery Watson has hand-picked the most qualified individuals and subconsultants to form a project team that best matches the requirements of this project. Each person on the team brings with them a set of skills that are directly related to this project and when combined, this customized team completely addresses each aspect of the project.

Loveless Enterprises, a highly-respected and experienced public involvement firm, provides the "people skills" required for the public information and public involvement activities associated with this project, including organizing, publicizing and facilitating the neighborhood meetings.

The Montgomery Watson personnel—Paul Summers, Roger Payne, and Stephen Romney—combined have over 70 years of engineering experience and each provides expertise that enhances the project. Finally, the addition of Rodco provides the specialized construction management expertise warranted by the demanding construction restrictions posed by this project.

Team Organization



Our People are Our Greatest Asset

Montgomery Watson believes that the quality of its personnel is the single biggest factor in the successful completion of any project. As an employee-owned firm, our staff is dedicated to providing clients with high quality work and superior service. For your consideration, brief descriptions of our key team members are provided below.

Paul Summers, P.E.

Mr. Summers is a registered professional engineer with over 30 years of specialized experience in the management of water resource planning, development and design projects, river basin planning, project formulation, and policy planning. He is currently the Salt Lake City Regional Office Manager and will serve as the Principal-in-Charge for this project. In this role, he will have ultimate responsible for the completion of the project and will make sure that the appropriate personnel are committed to this project.

Kathy Loveless

Ms. Loveless has been actively involved in all aspects of public involvement since the early 1970s. She helped develop the U.S. Bureau of Reclamation's regulations and operating manual on public involvement. She was appointed Reclamation's first Public Involvement Officer for the 17 Western States. She has published nationally on public involvement topics and she has been the keynote speaker for national engineering, environmental, energy, water resources, and economic conferences where she addressed various aspects of public involvement. She will head the public involvement portion of this project.

Roger Payne, P.E.

Mr. Payne is a registered professional engineer and has twenty years experience in municipal engineering services. These services have included all levels of project engineering and management including planning, detailed design, and construction management. He has been either project manager or project engineer on projects in water resources, water storage, water distribution pipelines, groundwater pump stations, water distribution booster pump stations, storm drainage systems, and detention basins. He will serve as the project manager for this project. Mr. Payne has previous Park City experience and will be responsible for the day-to-day management of the project.

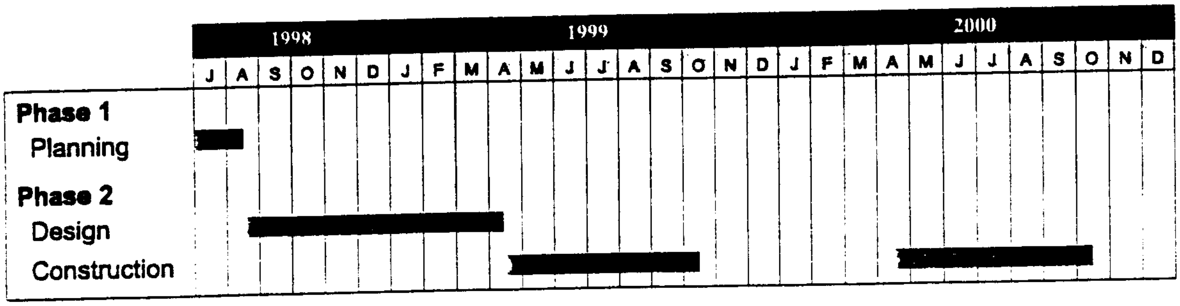
Stephen Romney, P.E.

Mr. Romney is a registered professional engineer and has over twenty years of civil engineering experience with water, wastewater design and construction projects. He has been involved in the planning, detailed design, inspection services, construction management, and cost estimating for numerous municipal projects. Mr. Romney has previous Park City experience and will serve as the project engineer for this project. His vast experience with the design and construction of water pipelines, storm drain facilities and roadways makes him a perfect choice for the project engineer for this project.

Rod Erickson

Mr. Erickson of Rodco Construction Management has more than 25 years experience in cost estimating, design, constructability review, construction and construction management of public works facilities. His experience includes construction inspection and management of roadways, pump stations, pipelines, concrete structures, and treatment facilities for water and wastewater. Mr. Erickson is a former Montgomery Watson employee who now has his own construction management firm. His recent relevant experience includes construction management for the relocation of all West Jordan City municipal utilities in conjunction with the UDOT project for widening of Redwood Road for UDOT. In this project Mr. Erickson was very effective in working with residents who experienced major impacts from the project.

Project Schedule



Hourly Rates of Team Members

Paul Summers	$120/hr
Kathy Loveless	$125/hr
Roger Payne	$99/hr
Stephen Romney	$85/hr
Rod Erickson	$60/hr

Subconsultants or others

In addition to Loveless Enterprises, Inc. and Rodco, Montgomery Watson will enlist the services of a surveying firm and/or aerial mapping firm as required.

Fee Range

Phase 1		$40,000–$50,000
Phase 2	Design	$150,000–$170,000*
	Construction	$200,000–$220,000**

** Assumes coordination with residents to determine property-specific engineering features*

*** Assumes full-time inspector and public involvement during construction*

PARK CITY MUNICIPAL CORPORATION
BUDGET SUMMARY

CIP #	FUND	PROJECT	DESCRIPTION	1998 BUDGET	1998 ADJUST	1998 ADJ BUDGET	EXPENSES TO DATE	1999 PLAN	TOTAL THRU 1999	FY2000	TOTAL THRU 2000	FY2001	FY2002	FY2003	PROJECT TOTAL
WOODSIDE EXPENSES															
69	31	42111	Old Town Utilities	17,500		17,500	(4,200)		13,300		13,300				17,500
69	34	49043	Old Town Utilities Master Plan	17,500		17,500	0		17,500		17,500				17,500
187	31	49097	Woodside-Crescent Tram	130,000		130,000	0	130,000	260,000	130,000	390,000	130,000	130,000		650,000
495	31	42079	Utilities & Streets Master Plan	469,010		469,010	(347,411)	175,000	296,599	175,000	471,599	175,000	175,000		1,169,010
495	34	49052	Implement Old Town Streets	354,375		354,375	0	97,555	451,930	130,528	582,458	130,528			712,986
571	51	45057	Ontario Avenue Water Line	80,000		80,000	0		80,000		80,000				80,000
628	31	49091	Woodside Storm Drain	150,000		150,000	0	150,000	300,000	150,000	450,000				450,000
692	51		Woodside-Water Line King -12th	0		0			0	535,000	535,000				535,000
			Total Woodside Projects	1,218,385	0	1,218,385	(351,611)	552,555	1,419,329	1,120,528	2,539,857	435,528	305,000	0	3,631,996
WOODSIDE REVENUES															
69	31	32361	Impact Fees	17,500		17,500			17,500		17,500				17,500
	34	31113	Property Tax Increment	17,500		17,500			17,500		17,500				17,500
187	31	32361	Impact Fees	29,600		29,600		29,600	59,200	29,600	88,800	29,600	29,600		148,000
	31	33261	Class C Road	100,400		100,400		100,400	200,800	100,400	301,200	100,400	100,400		502,000
495	31	38211	Transfer from General Fund	236,303		236,303			236,303	175,000	411,303	175,000	175,000		761,303
	31	39990	Beg Balance	0		0		175,000	175,000		175,000				175,000
	31	32361	Impact Fees	232,707		232,707			232,707		232,707				232,707
	34	31113	Property Tax Increment	354,375		354,375		97,555	451,930	130,528	582,458	130,528			712,986
571	51	34111	Water Service Fees	80,000		80,000			80,000		80,000				80,000
628	31	38211	Transfer from General Fund	150,000		150,000			150,000	150,000	300,000				300,000
	31	39990	Beg Balance	0		0			0		0				0
	31	39220	Bond Proceeds	0		0		150,000	150,000		150,000				150,000
692	51	34111	Water Service Fees	0		0			0	535,000	535,000				535,000
			Total Woodside Revenue	1,218,385	0	1,218,385	0	552,555	1,770,940	1,120,528	2,891,468	435,528	305,000	0	3,631,996
WOODSIDE REVENUES BY TYPE															
	31	39990	Beg Balance	0		0	0	175,000	175,000	0	175,000	0	0	0	175,000
	34	39220	Bond Proceeds	0		0	0	150,000	150,000	0	150,000	0	0	0	150,000
	31	33261	Class C Road	100,400		100,400	0	100,400	200,800	100,400	301,200	100,400	100,400	0	502,000
	31	32361	Impact Fees	279,807		279,807	0	29,600	309,407	29,600	339,007	29,600	29,600	0	398,207
	34	31113	Property Tax Increment	371,875		371,875	0	97,555	469,430	130,528	599,958	130,528	0	0	730,486
	31	38211	Transfer from General Fund	386,303		386,303	0	0	386,303	325,000	711,303	175,000	175,000	0	1,061,303
	51	34111	Water Service Fees	80,000	0	80,000	0	0	80,000	535,000	615,000	0	0	0	615,000
			Total Woodside Revenue	1,218,385	0	1,218,385	0	552,555	1,770,940	1,120,528	2,891,468	435,528	305,000	0	3,631,996

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WOODSIDE BUDGET SUMMARY SPREADSHEET