PARK CITY REDEVELOPMENT AGENCY
MUNICIPAL BUILDING AUTHORITY
AND CITY COUNCIL MEETINGS
SUMMIT COUNTY, UTAH
JUNE 19, 2008

PUBLIC NOTICE IS HEREBY GIVEN that the Redevelopment Agency, Municipal Building Authority, and City Council of Park City, Utah will hold their regularly scheduled meetings at the Library and Education Center, Room 205, 1255 Park Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, June 19, 2008.

Closed Session
2:45 p.m. Property

Work Session
3:15 p.m. Council questions/comments
3:30 p.m. Year in review – Park City Ice Arena P. 6 - 13
4:00 p.m. Park City Salt Lake City bus service P. 84 - 90
4:15 p.m. Police Board interviews
5:45 p.m. Break

Regular Meeting of the REDEVELOPMENT AGENCY
6:00 p.m.
I ROLL CALL

II PUBLIC INPUT *(Any matter of RDA business not scheduled on agenda)*

III MINUTES OF MEETING OF JUNE 5, 2008 P. 14

IV NEW BUSINESS

1. Consideration of First Addendum to the sublease agreement with Park City Community Wireless and a purchase agreement in a form approved by the City Attorney P. 28 – 31 and separate cover
(a) Public hearing
(b) Action

2. Consideration of a Resolution adopting the Fiscal Year 2008 Revised Budget and the Fiscal Year 2009 Budget for the Park City Redevelopment Agency P. 47 - 48
(a) Public hearing
(b) Action

V ADJOURNMENT

Regular Meeting of the MUNICIPAL BUILDING AUTHORITY

I ROLL CALL

II PUBLIC INPUT *(Any matter of MBA business not scheduled on agenda)*

III MINUTES OF MEETING OF JANUARY 10, 2008 P. 16

IV NEW BUSINESS

Resolution adopting the Park City Municipal Building Authority revised Budget for Fiscal Year 2008 and the Budget for Fiscal Year 2009 P. 49

V ADJOURNMENT

Regular Meeting of the CITY COUNCIL

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF JUNE 5, 2008 P. 17 - 27

V RESIGNATIONS AND APPOINTMENTS

Appointment of one member to the Planning Commission for a term expiring July 2012

VI NEW BUSINESS *(New items with presentations and/or anticipated detailed discussions)*

1. Consideration of a Resolution adopting a final revised budget for fiscal year 2008 and the budget for fiscal year 2009 for Park City Municipal Corporation and its related agencies P. 38 - 46
(a) Public hearing
(b) Action

2. Consideration of adoption of the revised Personnel and Policies Manual for Park City Municipal Corporation P. 51

3. Consideration of Master Festival License for the Triple Crown fast pitch softball opening ceremonies street closure and parade to be held July 7, 14, and 21, 2008
(a) Public hearing P. 52 - 59
(b) Action

4. Consideration of a three-year professional services agreement with Utah Outdoor Advertising Inc for sales and placement services for the interior advertising space on the Park City Transit Fleet P. 60 - 83

5. Consideration of executing a Letter of Intent to develop a Salt Lake City to Park City Transit Plan, in a form approved by the City Attorney P. 84 - 90

6. Consideration of executing a contract with Daley Excavators, in a form approved by the City Attorney, for the removal of contaminated soils and refill with clean material at the Public Works Maintenance Facility in the amount not to exceed $114,502 P. 91 - 107

7. Consideration of an Ordinance approving the Third Supplemental Record of Survey Map of The Pinnacle at Deer Valley, located at 1375 Deer Valley Drive South, Park City P. 108 - 129

(a) Public hearing
(b) Action

8. Consideration of an Ordinance approving the Kentay Subdivision at 430 Main Street, being a replat of a portion of Lots 7 and 8, Block 23, Park City Survey, and including an adjacent parcel P. 130 - 150

(a) Public hearing
(b) Action

9. Consideration of an Ordinance annexing approximately 286.64 acres of property located at the southwest corner of the SR 248 and US40 Interchange in the Quinns Junction area, known as the Park City Heights Annexation, into the corporate limits of Park City, Utah, and amending the Official Zoning Map of Park City to zone the property in the Community Transition Zoning District (CT) P. 151 - 154

(a) Public hearing
(b) Action

VII ADDITIONAL DISCUSSION – AGENDA ITEMS

VIII ADJOURNMENT

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

Posted: 06/16/08
See www.parkcity.org

Note: This future meeting schedule is TENTATIVE and subject to change.
PARK CITY COUNCIL TENTATIVE MEETING SCHEDULE
June 2008

25 Community open house – Chief Evans - Police Building – 2:30 p.m. – 6:30 p.m.

26 Joint work session with Planning Commission on Historic District Guidelines
Ordinance approving the Knoll Estates (aka Deer Valley Club Estates) Lots 17 and 18 Amended Subdivision Plat, located at 7888 Aster Lane, Park City, Utah
Ordinance approving a plat amendment for 154 McHenry Avenue, Park City, Utah
Resolution – Chief Evans
University of Utah lease
Park City Cooperative Preschool lease
Ordinance – 1110 Empire Avenue plat amendment – FA
Ordinance – 601 A & B, 605 A & B Deer Valley Drive condo conversion – FA
Ordinance – 205 & 221 Main Street record of survey – JD
Construction agreement for the Boothill transmission line – KL
Resolution authorizing the execution and delivery of a Third Supplemental Indenture of Trust to amend the Second Supplemental Indenture of Trust relating to the City's Water Revenue Bonds, Series 2006; and related matters
Amended Talisker water agreement

July 2008

3 **No meeting**

10 **Jim gone**
Special event joint venture update – Bob Kollar
408 & 412 Deer Valley Drive Loop Road plat amendment – FA
Appointment to police board
Amendment to Water Code

17 **Tom gone**

24 **No meeting – Pioneer Day**

31

August 2008

7

14-15 Management Team meeting

14 **No meeting**

21

28

September 2008

1 Labor Day

3-7 City Tour

4 **No meeting**

11

18

25

Pending Items:

Update on “The Yard” operation on Kearns Blvd – 2008 Film Festival
Amendment to the Water Agreement between the City and Talisker Corp.

Affordable housing resolution
Update on water supply and demand
Consideration of an amendment to the Burbs LLC Annexation Agreement/Affordable Housing
Resolution - Trails Master Plan
Carrying capacity/market analysis survey
Wild land interface issues

City Council
Staff Report

Subject:	**Ice Arena Update**
Author:	**Ice Arena Staff**
Department:	**Recreation & Library**
Date:	**June 19, 2008**
Type of Item:	**Informational**

Summary Recommendations: Informational purposes only, no action or direction required.

Description:
A. Topic: Ice Arena Update

B. Background: The Park City Ice Arena offers a variety of ice related instructional classes, drop-in programs, camps, leagues, tournaments, events, public skating sessions, and private rentals for residents of Summit/Wasatch Counties and visitors. Our mission is "to effectively utilize resources to provide an enjoyable recreational experience that exceeds the expectations of our customers". Our top priorities are quality ice, quality programs and excellent customer service. Our goals are as follows:

- **Public Program Development:** The arena will place its primary focus on developing public skating programs by engaging the regional population base and providing a variety of ice programs.

- **Fiscal Responsibility:** The arena will focus on efficient operation, appropriate and measured capital expenditures, and a sustainable operating subsidy.

- **Economic Development:** Consistent with Park City's Goal to operate as a world-class multi-season destination resort community, the arena will serve as an economic development tool.

To reach these goals, we have focused on building a strong skating base and solid working relationship with our customers including skaters, user groups, event organizers and advertisers. We are committed to building a strong Ice Management Team which is in the process of moving from a Manager-led group to a self-operating team where decisions are consensus and the Team is accountable for meeting objectives. We are building a solid foundation for the future of ice programs in Park City.

Our user group/stake holder committee is in place; we helped build and currently serve seven user group organizations including a youth hockey association, figure skating club, curling club, sled hockey programs, speed skating club, women's hockey club, and the high school hockey club. Prime-time ice is scheduled and well utilized, and program growth next season will encourage the utilization of late night and early morning ice times. We are fully staffed and operational, and filling in our schedule will help decrease our annual subsidy.

C. Analysis

Financial

Our second operational season was successful. We had two important user groups come on board – the figure skating club and youth hockey association. With a combination of increased revenue from usage and support from Summit County through a RAP Tax Grant, we are pleased to report a 67% forecasted cost recovery rate.

Staff designed a model to analyze fees on a cost per unit basis. Staff recommended minor increases to "resident" fees and more substantial increases for visitor fees to help offset increased operational costs. Based on our expense budget and hours of operation, the facility costs $250/hr to operate. Staff increased the hourly ice charge for User Groups by $5/hour to $170 and increased the non-resident and for-profit rate to $250/hr.

Next year we projected a 65% recovery rate as it is not a RAP Tax grant year and because utility costs continue to rise. We will focus on selling more advertising and renting early morning and daytime ice that tends to sit idle the majority of the season.

Ice Arena Budget Overview

	2006 (Feb-May)	2007 Actual	2008 Budget	2008 Forecast	2009 Budget
Expenses	$321,326	$631,680	$737,330	$757,000	$ 813,000
Revenue	$161,313	$407,766	$465,000	$420,000	$530,000
R.A.P. Tax Grant	$85,985			$90,000	
Basin Contribution	$45,000	$50K To capital replacement	$50K To capital replacement	$50K To capital replacement	$50K To capital replacement
Subsidy	$29,028	$223,914	$245,329	$187,800	$283,000
Recovery Rate	91%	65%	63%	67%	65%

No "I" in Team

The Ice Management Team has been working with Versera Consulting (Linda Galindo) to develop a self-managed operating team. Because of the progress we have made, Linda Galindo has been using our team as a model to communicate to other teams in the City. With a 12 hour a day operation, seven days per week, it is important to have a strong management team to oversee the operation and ensure achievement of our stated goals.

Learn to Skate:

The 2007/2008 season for Learn to Skate classes was very successful. We had over 700 participants in our summer classes, Wednesday and Friday classes, PTA school program, Figure Skating 101 program, the Holiday Extravaganza, and the Spring on Ice Spectacular. Figure Skating 101 was a new class this season. It served as a “Bridge” program to the Figure Skating Club for our higher level Learn to Skate participants. Upon completion of this class, participants know what to expect and how to behave on freestyle sessions and on Club ice. Many participants have since transitioned into the Club. For the coming season, changes include adding a drop-in Wednesday noon time “Lunch Bunch” adult class, switching classes to Tuesday afternoons, and adding a day time Learn to Skate program for area pre-schools and private elementary schools.

Figure Skating Club of Park City

In May of last year the figure skating community elected a board of directors who began the process of developing by-laws and applying for non-profit status with the IRS. In December, US Figure Skating Association granted the Club provisional status, and in May of this year they became a full member club at US Figure Skating Governing Council. The Club now has over 35 skaters and has increased their ice rental to 3 hours per week. As the Club continues to grow, their need for additional ice time will follow. They will utilize our early morning ice time in the future.

Program Numbers

	2006	**2006-07**	**2007-08**
ARENA RUN PROGRAMS			
Learn to Skate – Youth & Adults	735	713	702
Learn to Speed Skate	42	club	club
Learn to Play Hockey – Youth & Adult	159	164	10*
Hockey Leagues – Adult	114	220	379
Hockey Skill & Drill – Adult (**avg/session**)			10*
TOTAL	1,050	1,097	1,101
CLUBS (average per session)			
Speed Skating Club		23	21
Curling Club		24	26
Figure Skating Club			35

Youth Hockey Association			85
Women's Hockey Team		20	25
Sled Hockey Team		10	10
High School Hockey Club		25	30
TOTAL		102	232

*We did not offer Learn to Play Hockey for youth during the start up of the Youth Hockey Association this season and our adult Learn to Play Hockey shifted to a "Skills & Drills" program.

Hockey

Park City Hockey League
The Adult Hockey League showed a 72% increase in participation in two leagues; an A league for more experienced players and a BC league for less competitive, less experienced players. During the summer session we added a separate women's league. The A league consistently had 4 teams and the BC league grew from 4 teams to 6 teams during the winter season. We had 4 teams that were sponsored by local businesses and we are working to expand the team sponsorship program.

Learn to Play Hockey – Youth & Adult
Youth: We had one Youth Learn to Play Hockey during the Summer of 2007. At the request of the Park City Knights Youth Hockey Association, we agreed not to hold Youth Learn to Play during the fall and winter so that we would not compete with them. In the spring of 2008, we began a new course; Hockey 101 for youth ages 4-8. It is an introductory class to expose youth to the sport and bridge them into the Youth Ice Hockey Association. We have been working with the Park City Ice Miners Youth Hockey Association to hold Youth Learn to Play this summer and fall together to promote youth hockey. We had the opportunity to purchase highly discounted, complete sets of youth hockey equipment to rent to beginners ages 4-8. Together with a generous donor we were able to purchase 30 full sets of equipment.

Adult: Our Adult Learn to Play evolved this year into weekly Adult Skills and Drills class. Players of all skill levels could drop in and join the class each week. It was very well received and attendance averaged 10 per week. During the summer session we have guest coaches including Claude Lemieux, Rick Tabaracci and Andre Faust, all former NHL players.

Youth Hockey Association
A youth hockey association was formed in the fall of 2007. 85 kids registered for the program and played games in the Salt Lake area and one team even played in a tournament in Jackson Hole. Leadership changes have occurred; a group of parents and coaches, with assistance from our Hockey Director have formed a new association,

the Park City Ice Miners. A larger board representing the program is working towards improved communication, forming a house league as well as playing in the Utah State Recreation Hockey League.

Marketing and Events

Marketing Strategy

The marketing strategy for the Park City Ice Arena is to increase viability and usage to the local community and visitors. To accomplish this goal we have a diverse marketing plan that includes both internal and external marketing, collaboration with other Park City recreation facilities, and a well designed public relations program.

In line with Council goals, staff strives to make the Ice Arena a premier world class recreation facility. Our marketing strategy focuses on communicating the "value" of the program offered to its users, redirecting the focus from the "cost" element. Staff continue to identify the needs of the market and communicate with this audience in the most effective and positive manner possible.

Growth strategy is based on continued attention to the quality of the experience in conjunction with identifying opportunities to expand the participation of the programs where possible. The land the Ice Arena was built on is deed restrictive to allow for only recreational and educational use. This presents programming challenges when organizations solicit the use of the facility for events that do not fit the restrictions.

Marketing Objectives & Season Results

The objective is to provide this valuable experience to as many users as possible in a positive and educational manner while maintaining the financial needs of the facility.

1. Provide a positive experience to 10,000 facility users through the current fiscal year providing a valuable experience to drive repeat support.

   RESULT – Over 20,000 people utilized the facility during the 2007/2008 fiscal year.

2. Exceed program registration goals.

   RESULT – We saw an increase in the number of registrations for the third consecutive season.

3. Strengthen all user group programs to ensure future success.

   RESULT – The number of participants in the user groups more than doubled.

Target Market Strategy

Being located in a resort town, there are two target markets for the Park City Ice Arena. The first target group is local residents of both Summit and Wasatch Counties. Residents are targeted to take part in our “Learn-To” programs and leagues. The second target market group consists of the visitors that come to the Park City area. This group was targeted for our public programs and attendance at special events hosted by the arena and sports complex.

Public Relations
Public Relations is an extremely valuable marketing tool. The arena utilized KPCW Radio shows, PCTV newscasts, and numerous stories run in the Park Record to increase awareness to the general public. The Park City Ice Arena also capitalized on the opportunity to host a nationally televised show filmed on location, along with special events that attracted national media coverage.

Special Events
The Park City Ice Arena hosted of the following special events during the 2007/2008 season:

> *Fall Family Fest* – Sponsored by the Friends of Snow and Ice, this event serves as a fundraiser for the Winter Sports Alliance. It featured free public skating, informational booths from local winter sports groups along with demonstrations, and interactive activities. The event this year also featured a BBQ/Chili Cook Off which was nationally sanctioned by the Kansas City BBQ Association.
>
> *Utah Grizzlies Pre-Season Hockey* – The Grizzlies took the ice against the Victoria Salmon Kings in a pre-season AHL Hockey match. The game showcased the Park City Ice Arena as a world class facility for professional sports.
>
> *US National Sled Hockey* Team – The Park City Ice Arena was proud to host the US National Sled Hockey Team for a week of practice and exhibition games with the Canadian National Team.
>
> *Utah Valley State College Hockey* – The UVSC Hockey Team called the Park City Ice Arena home for a game against Colorado State University. Although the weather did not cooperate the game was a success and additional games are planed for the 2008/2009 season.
>
> *Luc Robitaille Celebrity Shoot Out* – Held during the Sundance Film Festival, the event featured former NHL greats along with stars from Hollywood taking part in an entertaining hockey game and skills competition. The event was featured on the NHL Channel, the VS Network, and in numerous print publications throughout the US and Canada. The event is scheduled to return in 2009.

Advertising

The Park City Ice Arena is taking a more aggressive approach to soliciting advertisers than in the past. We continue to look for new opportunities within the arena while maintaining a clean, uncluttered feel to the public. Staff has worked to form positive business relationships within the Park City community. These relationships not only provide additional revenue streams but also help to promote the arena and the on-ice programs.

Staff contracted the Koda, Inc. dba Shindig Marketing and Events to sell the Complex naming rights. For six months, Shindig developed a plan and solicited several companies but was not successful. Shindig began to solicit sponsorship for programs and smaller pieces of the Complex and staff decided that effort could be done in-house. The contract was cancelled and staff is working to finalize a sponsorship with a soft-drink company who will give the city cash for an upgraded arena scoreboard and a return percentage on product sold.

Grants

Staff secured over $200,000 in grant money this past season. A portion of the funds ($90,000) is earmarked to cover operating costs with the remainder targeted for capital improvement projects and capital replacement. A portion of the funds will be used to purchase items to enhance and market special events.

Ice & Building Operations:

Staff continue to work with the building department, electrical engineers, and other City employees to resolve building issues in order to provide a better working and recreational environment at the arena. Electrical problems challenged our ability to provide a high quality ice sheet for this season. Although the ice was not of the quality staff and the public had come to expect, rink and City staff rallied to provide acceptable ice for skating. It was a testament to the strong team spirit at PCMC to have staff in other departments drop everything at a moments notice to prevent total loss of the ice sheet.

Operations staff also worked against the effects of a damaged resurfacer during the last months of the season. Staff made adjustments to procedures and driving techniques daily to delay fixing the resurfacer until the end of the season. Our part-time supervisors deserve credit for being flexible and willing to work through these problems during evening and weekend shifts to keep the facility operational. City Council approved the purchase of a back-up resurfacer during the budget process so these issues should not occur in the future.

The Operations staff has had the opportunity to be a part of a citywide innovative improvements and upgrades project by participating in the energy audit selection committee and by working with Johnson Controls to identify potential projects for the arena. The Park City Ice Arena continues to lead the industry by becoming the first facility in the western US to install an air-powered ice edger on our UKKO resurfacer that saves energy, reduces labor, and eliminates the chance of injury to staff.

Completed projects include installing tankless water heaters for our showers, upgrading our sound system, installing acoustical insulation, adding additional equipment to our security system to ensure the safety of staff and guests, and sealing the exterior stadium concourse to prevent leaks and further damage to the locker rooms below. With the repairs, upgrades and additional equipment purchased this past season, staff is confident that we will be able to improve on the already high quality product we provide.

Two projects are budgeted for this next fiscal year 1). Installation of a natural gas line - should reduce the cost of utilities (propane) by 25%. 2.) 54 hallway lockers for personal equipment storage can generate up to $8,200 of revenue annually. We also have $25,000 in a CIP account to build a trellis over the outside patio.

In summary, year two was solid. We are well on our way to having a first class facility that serves residents and visitors through a variety of programs and events. Staff would like to thank Council members for their support.

D. Department Review: This report has been reviewed and or received input from the Budget & Grants, Legal, Economic Development, City Manager and Recreation & Library Department.

Recommendation: Informational purposes only, no action or direction required.

PARK CITY REDEVELOPMENT AGENCY
SUMMIT COUNTY, UTAH
JUNE 5, 2008

I ROLL CALL

Chairman Dana Williams called the regular meeting of the Redevelopment Agency to order at approximately 6 p.m. at the Library and Education Center on Thursday, June 5, 2008. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, and Liza Simpson. Joe Kernan was absent and excused. Staff present was Tom Bakaly, Executive Director and Mark Harrington, City Attorney.

II PUBLIC INPUT *(Any matter of RDA business not scheduled on agenda)*

None.

III MINUTES OF MEETING OF FEBRUARY 7, 2008

The Mayor requested a motion to approve. Jim Hier, "I so move". Roger Harlan seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Absent
Liza Simpson	Aye

IV NEW BUSINESS

Consideration of the third amendment to the lease with the State of Utah Department of Administrative Services Division of Facilities Construction and Management (for state liquor store) in a form approved by the City Attorney – Mark Harrington explained that this lease approval implements the memorandum of understanding previously entered into with the DABC. It memorializes the continued terms of the current lease arrangement of $5.80 per square foot or $10,000 annually but applied to the new space. The square footage has recently been confirmed at 1,690 which will be reflected in the lease agreement. Jim Hier, "I move we approve Lease Addendum #3 with the DABC for the new space located within the new shell space located at 460 Swede Alley". Candace Erickson seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Absent
Liza Simpson	Aye

V ADJOURNMENT

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

Prepared by Janet M. Scott

PARK CITY MUNICIPAL BUILDING AUTHORITY
SUMMIT COUNTY, UTAH
JANUARY 10, 2008

I ROLL CALL

Chairman Dana Williams called the regular meeting of the MBA to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, January 10, 2008. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; and Mark Harrington, City Attorney.

II PUBLIC INPUT

None.

III MINUTES OF MEETING OF NOVEMBER 15, 2007

Liza Simpson stated that she will be abstaining from voting. Jim Hier, "I move approval of the minutes of November 15, 2007". Candace Erickson seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Aye
Liza Simpson	Abstention

IV CONSENT AGENDA

Resolution establishing a regular meeting date, time, and location for 2008 meetings and appointing officers of the Board of Directors of the Park City Municipal Building Authority – The Chairman requested a motion to approve. Roger Harlan, "I so move". Jim Hier seconded. Motion unanimously carried.

V ADJOURNMENT

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

Prepared by Janet M. Scott

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
JUNE 5, 2008

Present: **Mayor Dana Williams; Council members Candace Erickson; Roger Harlan; Jim Hier; and Liza Simpson**

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Bret Howser, Budget Analyst; Hugh Daniels, Emergency Management Manager; and Nate Rockwood, Budget Analyst

1. Council questions/comments. Candace Erickson reported that the Historical Society's Home Tour is scheduled on June 14 and reported on Recreation Advisory Committee business including the Friends of the Dog Park's fund-raiser to purchase accessories for the facility. Mayor Williams referred to the letter sent to members from Stanton Jones and disclosed that he briefly talked with him about his concerns about the Racquet Club competing with his private fitness center. Candace Erickson sadly reported that Nick Badami passed away yesterday.

2. Quarterly goal update. Tom Bakaly referred to the table in the staff report and with regard to Goal 1, Water, Jim Hier suggested that with regard to the water demand reduction plan, that the Building Department's requirements relating to landscaping new projects should be modified and it was agreed to add this as an action item. Ground-breaking for the Snowcreek affordable housing project was estimated for July. The Mayor updated members on the status of the Wasatch Back Environmental Alliance and the liaison role of the City with this group. With regard to Goal 2, Transportation, the Mayor spoke about bio-fuels, and suggested that the City fleet convert to a higher usage rate during the warmer months. With regard to open and responsive government, the low attendance at the second home owners, event was discussed.

3. Budget review. Bret Howser explained that the fee resolution contains modifications to water and ice rink fees which were discussed last week and recommended for adoption tonight. It was pointed out that the tentative budget is also scheduled for adoption today, ten days before approval of the final budget according to state law. Mr. Howser continued that in August 2007, the Comprehensive Emergency Management Plan was adopted by resolution and it was decided that this be addressed annually in conjunction with the budget process. Hugh Daniels explained that the plan had not been updated since the mid-1990s with the exception of the Olympics. The CEMP outlines the City's response to disasters and emergencies and changes to the resolution made in January were administrative in nature. In order to be reimbursed from the federal government in a disaster situation, an emergency management plan must be in place, and compliance is also a requirement for some grants. He stated that City staff has completed 315 of the required 420 courses; most will be completed the end of the month, which is an incredible accomplishment. Mr. Daniels commented on the required tests for Council members and the emergency preparedness classes attended by staff.

Nate Rockwood addressed three proposed modifications to the budget policies. The first clarifies the reason for the $5 million reserve policy in the CIP, which is key in maintaining the City's good bond rating. In response to a question from Roger Harlan about increasing the amount, Bret Howser stated that the City's financial advisor recommends capping it at $5 million. Jim Hier asked that the relationship of the CIP budget to reserves be analyzed on June 12. Mr. Rockwood advised that another change is the inclusion of a cost benefit analysis on all contracts and projects over $20,000, on all contracts awarded through the formal bidding process, and any other item over $10,000 not included in the budget. This was a request of Council members Kernan and Hier. The third, is the addition of the asset management policy which is part of the CIP. There was discussion and clarification of the term, *non-existing assets*, in response to a question from Liza Simpson and staff agreed to reword the provision to make it clearer.

With regard to outstanding issues, Mr. Howser pointed out the $100,000 budgeted in the Planning Department for contract personnel to assist with historic preservation and general planning. Another budget issue relates to meeting obligations under the Mayor's Climate Protection Act and establishing a community baseline carbon footprint. The Sustainability Department is requesting $45,000 to contract with a firm to establish base levels. The Mayor interjected that this information will supplement data from Johnson Controls to comply with Kioto Accords and having a baseline study is very useful. Jim Hier expressed concerns about the impact on staff's workload to provide the consultant with data back to 1990. Bret Howser explained that staff's time is basically budgeted and Mr. Hier asked how much additional workload will be placed on existing budgeted staff to provide the needed data to complete the study. Phyllis Robinson explained that this is a community not city study and much of this information already exists and is available. The modeling and software is included in the contract amount.

Tom Bakaly stated that staff can return with this topic on June 12, including information on staff time. Mayor Williams noted that many countries that have subscribed to the Kioto Accord acknowledging that getting there is not going to be that easy and some will not meet the goal. Discussion ensued about Council adopting a resolution agreeing to the Kioto Accord and Ms. Erickson stated that she needs to know more about the proposal before she can support it. Liza Simpson noted that she is comfortable moving ahead but wasn't aware that the study was community-wide. The Mayor pointed out that members of the Kioto Accord are typically countries, not cities, which is the reason why the City joined the local group. Roger Harlan commented that we're purchasing $45,000 worth of information which doesn't necessarily translate into compliance or a higher level of sustainable practices among the citizenry. The Mayor countered that the information is a basis for setting goals and discussed community buy-in for wind power.

Jim Hier asked that the Kioto Accord be distributed to Council members. He also asked about a corresponding reduction in the budget for paying mileage because of the purchase of vehicles. The Mayor stated that he preferred to have funding earmarked in the budget for the Racquet Club remodel even though a plan as not been formalized. This will return on June 12. In response to a comment from Mr. Hier that the $8 million is budgeted but doesn't really exist, the City Manager emphasized that the funds are there. Bret Howser explained that half was transferred from the General Fund this year and the other is in Fund 31. This money is basically interest earnings that have not been appropriated to a project. Roger Harlan disclosed that he has a problem with the Little Kate sidewalk project but not the remainder of the budget and the tentative budget is scheduled for adoption. Jim Hier requested expanded work session discussion on the overall water consumption forecast.

3. Planning Commission interviews. Members interviewed residents John Stafsholt, Glen McConkey and Adam Strachan for the vacancy on the Commission.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JUNE 5, 2008

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Library and Education Center on Thursday, June 5, 2008. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, and Liza Simpson. Joe Kernan was absent and excused. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Dave Gustafson, Project Manager; Jim Carter, Contractor; and Kirsten Whetstone, Planner.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

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

High School graduation party fee waiver request - Mike Sweeney, on behalf of the High School graduating class, explained that a graduation party will be hosted at The Yard. He asked that the required building permit for two inflatables in the amount of $180 be waived. Council directed the City Manager to review the application and if everything is in order to waive the fees.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF MAY 22, 2008

Roger Harlan, "I move approval of the work session notes and minutes of the meeting of May 22, 2008". Candace Erickson seconded with a minor spelling correction. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Absent
Liza Simpson	Aye

V NEW BUSINESS *(New items with presentations and/or anticipated detailed discussions)*

1. Resolution designating June 14 – 21, 2008 as National Invasive Weed Awareness Week in Park City, Utah – Candace Erickson, "I move we approve a Resolution designating June 14 – 21, 2008 as National Invasive Weed Awareness Week in Park City, Utah". Liza Simpson seconded. Motion carried.

Candace Erickson	Aye

Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Absent
Liza Simpson	Aye

2. Resolution amending Section 2, Water Fees; and Section 9, Ice Arena Fee Schedule; and replacing and repealing Resolution No. 13-07 in its entirety – Tom Bakaly indicated that Council has reviewed these fee amendments on several occasions. The Mayor opened the public hearing and with no comments, closed the hearing. Liza Simpson, "I move we approve a Resolution amending Section 2, Water Fees; and Section 9, Ice Arena Fee Schedule". Candace Erickson seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Absent
Liza Simpson	Aye

3. Resolution adopting a Comprehensive Emergency Management Plan for Park City, Utah – See work session commentary. Jim Hier, "I move we approve a Resolution adopting the Park City Comprehensive Emergency Management Plan". Candace Erickson seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Absent
Liza Simpson	Aye

4. Consideration of a Resolution adopting a tentative revised budget for fiscal year 2008 and the budget for fiscal year 2009 for Park City Municipal Corporation and its related agencies - The Mayor invited the public to comment and with no input, closed the public hearing. Roger Harlan asked if the budget could be separated by components as he is uncomfortable with voting for the extended Little Kate sidewalk project (not beyond Evening Star) but supports the remainder of the budget and hopes he doesn't have to vote against the entire budget. Jim Hier pointed out that not installing a sidewalk on Little Kate will prompt improving the sidewalk on Monitor at a cost $650,000 and he believed that the link from Monitor to Lucky John is roughly $250,000. Mr. Harlan did not agree that Monitor should have to be improved because it is unsafe. The perception of safety can be very different for individual households and he can not justify investing money toward a perception when it's taxpayers' dollars. Mayor Williams asked if other members share the same opinion. Liza Simpson stated that she has thought about this project quite a bit and considered the expanded role of the Racquet Club and potential increased use. She feels that extending the sidewalk to Lucky John is a good long-term solution. Jim Hier felt that the short link from Evening

Star to Lucky John probably equates to $50,000 and would make the Racquet Club more accessible to the east side Park Meadows neighborhood. He felt this is not worth further discussion and recommended moving forward. Candace Erickson noted her support of the extended sidewalk. The Mayor believed that once the sidewalks are installed, the speeds will increase which is his biggest concern. On the other hand, he was impressed by the number of residents who became involved which changed his opinion but not his fear of the perception of safety with sidewalks. Ms. Erickson pointed out the growth in the neighborhood and more kids in the street. Roger Harlan again expressed his hope that the Little Kate project could be separated out of the budget to be approved. Jim Hier, "I move we approve a Resolution adopting a tentative revised budget for fiscal year 2008 and the budget for fiscal year 2009 described in the staff report". Candace Erickson seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Nay
Jim Hier	Aye
Joe Kernan	Absent
Liza Simpson	Aye

5. Consideration of authorizing the City Manager to enter into a contract with Johnson Controls, in a form approved by the Legal Department, in an amount not to exceed $1.4 million – The Mayor emphasized the long-term energy benefits of the proposal and Jim Hier asked members if they are committed to the photovoltaic cells proposed at Quinns Junction. He acknowledged that $133,000 is not significant in consideration of the total contract cost but given the minimal return, did not feel it is a wise expenditure of funds. Liza Simpson expressed that she hates to lose photovoltaic as a teaching tool and suggested applying $60,000 of the $100,000 Rocky Mountain Power grant and implementing half of the project at half the cost. Jim Hier felt this is an excellent compromise. Dave Gustafson described elements of the array and cutting it back to a $60,000 project may allow the cells to be mounted on the side of the building. The Mayor felt it worthwhile to build a demonstration project to increase public awareness and Roger Harlan believed the revised project makes a lot of sense. Candace Erickson agreed especially since learning the grant is not a matching one. Jim Hier, "I move that we approve the contract with Johnson Controls in a form approved by the Legal Department in an amount not to exceed $1.4 million, as indicated in the staff report, with further direction to eliminate the photovoltaic cell project or to shorten it down to the $60,000 or $70,000 as discussed. Liza Simpson seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Nay
Jim Hier	Aye
Joe Kernan	Absent
Liza Simpson	Aye

6. Consideration of approving an Ordinance annexing approximately 286.64 acres of property located at the southwest corner of the SR 248 and US40 Interchange in the Quinns Junction area, known as the Park City Heights Annexation, into the corporate limits of Park City, Utah, and amending the Official Zoning Map of Park City to zone the property in the Community Transition Zoning District (CT) – Jim Carter referred to the staff report and clarified that this is the third meeting and public hearing on the annexation. He requested direction on open space, frontage protection, enhanced public benefits, trails and pedestrian improvements, inclusion of affordable housing, proposed configuration and mix of housing types, site considerations, and residential unit density. He asked if Council input from previous meetings is characterized correctly in the staff report and Jim Hier suggested reviewing each point in the table (Pages 128 and 129) individually. Members agreed with Item 1, open space, and discussion ensued about the 200 foot no-build frontage protection zone and the possibility of the City using the property for fields in the future. In response to a question from Liza Simpson about parking, applicant Walt Plum explained that most parking is designed within garages and Spencer White further clarified that there will be some off-street parking. Jim Hier noted that this is well within the 40% identified in the criteria for a density increase and pointed out that the provision is really designed for commercial projects to discourage large parking lots.

Members agreed with Item 4, pubic transit facilities. With regard to Item 5, enhanced public benefits, Mr. Hier stated that designating 24 acres as private open space in a subdivision is not as public as PC Heights deeding 24 acres to the City. Candace Erickson acknowledged that she now agrees with Mr. Hier on this point because of the potential of the City building fields. Mayor Williams noted that this property is counted as open space and he is not convinced that recreation fields are open space. Spencer White clarified that the applicants intend to dedicate another 100 acres over the 24 acres as open space. This is the upper section where the trails are located; the project has 73% open space and approximately 210 acres which translates to seven acres open space. Mayor Williams clarified that his concern deals with the definition of open space. Members agreed with Item 5. Jim Carter addressed Item 6, public trails and pedestrian improvements and suggested that finalizing the proposed trail system take place at the time that the MPD is reviewed. Jim Hier felt trails are an important element of the project and Mr. White described the trail connections. Mr. Hier believed that the rest of the trail system will need to be developed in tandem with the final site plan at the MPD level.

Mr. Carter stated that the Planning Commission found that the project substantively complies with the sensitive lands ordinance (Item 7). There was initial discussion of applying the SLO approach with regard to the calculation of density. Jim Hier suggested that the Planning Commission take another look at the CT Zone for clearer wording on the intent of the SLO as it applies to the CT Zone. Mr. Hier corrected an error in Planning Commission Finding No. 11 by pointing out that the stated 23.55 AUEs be changed to 31.4 AUEs. Phyllis Robinson confirmed that this is the correct number.

Jim Carter stated that the Planning Commission felt the density proposed on the site is too much but forwarded a positive recommendation to the City Council without a density number. Staff found that the project meets the General Plan and meets the requirements of the CT Zone. Jim Hier believed that the Planning Commission did as well as reflected in the minutes. The General Plan is not specific to density and he suggested focusing on the CT Zone as to a determination for density. He discussed meeting the nine criteria for a bonus density of 1:1 and substantially meeting the nine criteria for something less than 1:1. There are 12 purpose statements for the CT Zone and he felt these can be applied to determine a density. Mark Harrington advised that the zoning and the General Plan are not mutually exclusive but the more narrow the review, the better. Kirsten Whetstone interjected that the annexation agreement will be very helpful to the Planning Commission in its upcoming review of the project. Spencer White spoke about the MPD being in play and the importance of providing some flexibility to arrive at the best design. Jim Hier emphasized that the annexation task force considered all properties in the area and adjacent parcels when formulating the CT Zone. The Mayor reviewed each purpose statement individually from (l) to (a):

(l) Minimize curb cuts, driveways, and access points to the highway. Members agreed with the statement. Roger Harlan pointed out the possible unintentional consequence of high use of the Old Dump Road.

(k) Encourage development which preserves the natural setting to the greatest extent possible. Jim Hier felt that the statement is contradictory and mutually exclusive. Members agreed that preservation of the natural to the greatest extent possible is not achieved.

(j) Encourage the development of high quality public places such as parks, trails, and recreation facilities. Jim Hier viewed the project as a private development which incorporates these features not a recreational development. Kirsten Whetstone pointed out park opportunities with the 100 acre dedication. Council concurred the project doesn't meet the statement.

(I) Promote significant linkages to the broader community open space and trail network. Members agreed PC Heights meets the statement.

(h) Encourage transit-oriented development and uses. Members believed the project met the transit purpose.

(g) Preserve Park City's scenic entry corridor by providing significant open space and landscape buffers between development and the highway corridor. Members agreed that the project meets the statement. Jim Hier spoke about compliance with the frontage protection zone.

(f) Preserve and enhance environmentally sensitive lands such as wetlands, steep slopes, ridge lines, wooded areas, and stream corridors. Members believed the project complies with the purpose statement.

(e) Require building and site design solutions that minimize the visual impacts of parking and parking lot lighting from the entry corridor and adjacent neighborhoods and land uses. Members felt the project design will meet the purpose statement.

(d) Prohibit highway service commercial, regional commercial and limit residential land uses. Members believed the project meets the statement, especially if a clustered approach is used. Walt Plum briefly discussed a concept for a hotel and property management service.

(c) Enhance and expand public open space and recreation uses compatible with the adjacent public deed-restricted open space. Council concurred that the proposal meets the statement.

(b) Encourage low density development designed in a manner so as to cluster uses in the least visually sensitive areas and maximizes open space. Members agreed.

(a) Encourage low density public, quasi-public, and/or institutional uses relating to community open space, recreation sports training and development, tourism, and community health. Members did not feel the project meets this statement, which applies to the IHC and USSA developments. Liza Simpson felt that the affordable housing addresses the community health aspect and community open space is met. Members did not believe the project meets the statement.

Mayor Williams summarized that a final determination on compliance with Subsections (a), (b), (j) and (k) will be made during the MPD process. Jim Hier pointed out that members determined that eight of 12 elements are met, which is 2/3rds or 66.6%. Using this percentage to formulate density results in 132 units on 200 acres which could be used as a base density recommendation for the Planning Commission. Coming into compliance with one or more of the unmet four elements could result in adding to the base density. Jim Carter felt that establishing a density range makes the most sense and warned against using a mathematical approach. Applicant Walt Plum spoke about the expense of providing a location for IHC's affordable housing and associated infrastructure on the PC Heights site. Mayor Williams expressed his concern with applying a mathematical formula to determine density but is not necessarily opposed to the baseline number. Jim Hier felt that it is incumbent on Council to provide a base number to the Commission and this is only a recommendation. He encouraged the applicant to meet again with staff pointing out the logic of the exercise based on the purpose of the CT Zone. Spencer White understood the density range to be 131 to 157. Discussion ensued about identifying a beginning density number without the benefit of a master plan but the need to relay a recommendation on density to the Planning Commission.

Mark Harrington advised being clear with regard to the question of going above the 157 units under any circumstance versus just going back to the Planning Commission. Jim Hier hoped this could be worked out in the next two weeks. The City Attorney discussed the level of specificity that can be accomplished through the legislative capacity of Council when considering an annexation to ensure a quality development within the City limits. The burden shifts at the MPD stage and he encouraged that Council identify the important elements it expects to be met as PC Heights goes through the MPD phase but are deal-breakers in terms of quality development. The Mayor confirmed consensus for clustered development and noted that in his mind, a well designed site plan is more important than a hard density number and the reduction in the number of units is dependent on the MPD determination. Reconfiguration of some units to multi-family was supported. The Mayor expressed concerns about the creation of a village center and introducing commercial uses in the area. Jim Hier felt some services are appropriate like day care centers and a church. Other members did not feel a church would be an appropriate use. Roger Harlan liked the idea of providing a park for families. Mayor Williams did not feel that the project is large enough to justify a commercial element and Mr. Hier noted that across the street on the IHC site, there are opportunities for restaurants and other services. Candace Erickson stated that if 132 is used as the base number, some credit is due for the IHC units on the PC Heights site but she is not sure what that value would be and Jim Hier noted that the offset is considered with the market unit mix. He added that Council agreed to eliminate 52 AUEs of attainable housing and he would like to explore further eliminations with feedback from Talisker. Mr. Hier referred to the findings included in the minutes of the Planning Commission meeting and reiterated his corrections. Mark Harrington explained that they reflect the Planning Commission deliberations at that point in time and do not include modifications made after the meeting.

The Mayor opened the public hearing.

Scott Loomis, Mountainlands Community Housing Trust, expressed his support of the work accomplished by the applicant, task force and Planning Commission. He encouraged Council to be open to some commercial uses which is an important element for the affordable housing component and may decrease car trips to businesses in Park City.

With no further input, the public hearing was closed. Jim Hier, "<u>I move that we continue the public hearing to June 19</u>". Candace Erickson seconded. <u>Motion carried</u>.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Absent
Liza Simpson	Aye

VI ADDITIONAL DISCUSSION – AGENDA ITEMS

VII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 2:30 p.m. Members in attendance were Mayor Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, and Liza Simpson. Joe Kernan was absent and excused. Staff present was Tom Bakaly, City Manager; Tom Daley, Deputy City Attorney; Rebekkah Coburn, Legal Assistant; Jerry Gibbs, Public Works Director; Phyllis Robinson, Public Affairs Manager; and Mark Harrington, City Attorney. Jim Hier, "I move to close the meeting to discuss property". Liza Simpson seconded. Motion carried. The meeting opened at approximately 3:30 p.m. Roger Harlan, "I move to open the meeting". Jim Hier seconded. Motion unanimously.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Absent
Liza Simpson	Aye

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

Prepared by Janet M. Scott

City Council
Staff Report

Author:	**Jonathan Weidenhamer**
Subject:	**Lease and Sale of Unit 200 of the Marsac-Swede Condominium (aka Shell Space)**
Date:	**June 19, 2008**
Type of Item:	**Lease and Purchase of Property**

Summary Recommendations:
1. Enter into a Purchase Agreement with KPCW for Unit 200 of the Marsac-Swede Condominiums. 2. Consider approving an addendum to the existing KPCW lease which will allow KPCW to temporarily relocate into and rent the same space until the recordation of the Marsac-Swede Condominium is completed and transfer of ownership can be completed.

Background:
On November 1, 2007 the City Council authorized an agreement wtih KPCW to purchase Unit 200 of the Marsac-Swede Condominiums (Shell Space) for a total amount of $924,676, which included the following costs:

	Total Costs	KPCW's Proportionate Share
Construction Costs	$1,321,523	$594,685
Architect Fees	$131,979	$59,391
Total Construction Costs	$1,453,502	$654,076
KPCW Tenant Improvements	-	$270,600
Total KPCW Cost	-	$924,676

The following steps are identified to complete the Real Estate Purchase Contract (REPC):

1. Enter into a Purchase Agreement - Outlines the terms of the sale and payment, including specific amounts for escrow, tenant improvements, architect fees, and change orders. It is recommended this Agreement be signed prior to entering into the short-term lease (#2 below).

2. Execute a short-term lease – This will amend terms of the existing lease agreement that houses KPCW in the Marsac Building to allow their relocation into the new tenant space on Swede Alley.. See additional details under Analysis. Execution of the lease should be concurrent with entering into a purchase agreement (#1 above).

3. Subdivision & Condo Conversion Recordation – A Condominium application is currently pending regulatory review and approval. Legal representatives from both parties are amenable to the form, content and intent of the support CCR's

and other documents at this time, which will be adopted upon recordation of the condo plat, anticipated by the end of July. The condominium plat is the vehicle by which a sellable unit is created.

4. Real Estate Purchase Contract (REPC) – This will recognize the actual sale of property, and can not be completed until recordation of Condo Conversion is complete. The current draft REPC attached is a draft. Staff will bring back a final REPC back to Council after recordation of the Plat. The draft REPC recognizes a closing date of November 4, 2008.

Analysis
The Lease and Purchase Agreement (including draft REPC) are attached as exhibits. Below is a summary of the trigger dates, financial commitments, and general terms contained in these documents:

Purchase Price
Pursuant to agreement identified during the November 1, 2007 Public Hearing, the total purchase price is:

KPCW Portion of Construction Costs	$594,685
Down Payment/Earnest Money (20%)	$118,937
Due upon closing, the balance	$475,748

Purchase Agreement
These fees must be paid prior to entering into an addendum to the lease:

Down payment	$100,000
Architect fees	$59,391
Tenant Improvements	$270,600
Change Orders	$40,000
Total	$463,991

On June 5, 2008 KPCW provided a check in the amount of $488,928, which included the amounts identified above plus an additional $18,937 in earnest money (not due until signing REPC.

The Purchase Agreement states that the REPC must be signed within 30 days of plat recordation, which is anticipated by August 1, 2008. Best efforts will be made for the closing to take place no later than 11/4/08. The Agreement is void after 6/30/09 and if KPCW has not closed on the Unit by that date they will have to vacate the premises.

Short Term Lease Terms (First Addendum)
The short-term lease will have the following terms:
1. Relocation to Unit 200 of Marsac-Swede Condo
2. June/July – Staff recommends extension of existing terms (no rent), due to the delay of plat recordation, anticipated until July.

3. Aug 1- Oct 31 – Staff recommends $4,100/month rent to go towards purchase price. This is a market rate identified by Chris Donaldson of Cushman Wakefield in April 2007.
4. Nov 1- June 30 – Staff recommends the same $4,100/month rent, but that it not go towards the purchase price, the intent of which is to incentivize PCCW to finalize sale of KCPW.
5. Eviction from new space by 6/30/09 if KPCW hasn't finalized purchase.

<u>REPC</u>
Upon closing, the balance of $475,748 will be due.

Summary of Dates:

Purchase Agreement	June 20, 2008
1st Lease Addendum	June 20, 2008
KPCW move in	June 23, 2008
*Operational	July 7, 2008
Condo Plat Recordation	August 1, 2008
Enter into REPC	September 1, 2008
Due Diligence Period	September 6, 2008
Closing	November 4, 2008
Purchase Agmt. Termination	June 30, 2009

* - Estimated by PCMC

Alternatives

A. Approve the Lease and Purchase Agreement:

Approve the Purchase Agreement and first amended lease which will allow KPCW to relocate into Unit 200 of the Marsac-Swede Condominium. **This is staff's recommendation**.

B. Modify the Request:

Modify the terms and approve the Purchase Agreement or Lease.

C. Deny the Request:

Deny the lease or Purchase Agreement, thereby requiring KPCW to find a new location.

D. Continue the Item:

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

Significant Impacts:

Should Council decline to enter into the lease and Purchase Agreement is will significantly alter KPCW's ability to provide a community radio station in Park City. Staff finds they provide an important service to both residents and guests.

<u>Recommendation</u>:

1. Enter into a Purchase Agreement with KPCW for Unit 200 of the Marsac-Swede Condominiums. 2. Consider approving an addendum to the existing KPCW lease which will allow KPCW to temporarily relocate into and rent the same space until the

recordation of the Marsac-Swede Condominium is completed and transfer of ownership can be completed.

Exhibits

Exhibit A - 1st Addendum (short-term lease)
Exhibit B - Purchase Agreement
REPC DRAFT (Exhibit 4 of Purchase Agreement)
Exhibit C – Summary of Dates for REPC
Exhibit D - Original Agreement (Lease)

City Council
Staff Report

Subject: **City Manager Recommended Budget**
Author: **Bret Howser; Brooke Moss**
Department: **Budget, Debt, & Grants**
Date: **June 19, 2008**
Type of Item: **Legislative**

Summary Recommendations:
Hold a public hearing on the Adoption of the Final Budget. Adopt the FY 2008 Adjusted Budget and the FY 2009 Budget by resolution. Adopt a resolution revising the Personnel Policies & Procedures Manual for Park City Municipal Corporation.

Topic/Description:
FY 2008 Adjusted Budget and FY 2009 Budget; Personnel Policies & Procedures.

Background:
The City's budget process began in January with the Council Visioning Session. Staff received direction from Council at Visioning Session concerning topics, requests, and discussions to include in the upcoming budget. Department heads then compiled operating budget requests to present to the City Manager. These requests were considered during a series of meetings between functional teams and the City Manager in March. The requests were then approved or denied (or in some cases modified). Capital requests were sent to the CIP Committee in March for prioritization. The CIP Committee forwarded its recommendation to the City Manager. The City Manager made final decisions on operating and capital requests in April.

On April 28th, staff delivered the City Manager's Recommended Budget (Tentative or Proposed Budget) to City Council. Council discussion and public hearings were held on May 1st, 15th, 22nd, 29th, June 5th, and 12th. In these meetings, Council and staff discussed long-range financial impacts, departmental operating budget requests, and capital requests, including the Energy Efficiency Remodel, Marsac Seismic Upgrade, Walkability Projects, and the Racquet Club Renovation. Council and staff also discussed the Water Fund (infrastructure projects, fee analysis and proposal), Ice Facility Fee Structure, Pavement Management, and Budget Policies. Council adopted the Tentative Budget by resolution on June 5th, satisfying the statutory requirement to adopt a tentative budget at least 10 days before adopting a final budget. Further discussion was held on June 12th to resolve outstanding budget issues.

Analysis:

<u>Final Adoption of the Budget</u>
Attached to this staff report is a resolution adopting a Revised Budget for FY 2008 and a Budget for FY 2009 for Park City Municipal Corporation. The budget resolutions for the Municipal Building Authority (MBA) and Redevelopment Agency (RDA) are also

included. State Statute requires that annual budgets be adopted by June 22nd. Council should hold a public hearing for each entity and adopt their respective budgets on June 19th.

<u>Additional Changes to the Budget</u>

Consistent with discussion during work session June 12th, the following change has been included in the final budget (in addition to the changes to the proposed budget listed in the staff report of June 12):

$400,000 has been added to the Streets Department budget for FY 2008 Adjusted Budget. This is a one-time adjustment related to above average snow accumulation and increased snow removal costs.

In March, the Streets Maintenance Department reviewed their budget and the expected overage due to snow removal. At the time, staff estimated a $400,000 budget shortfall and submitted a request to access $50,000 of snow removal contingency budget as well as $350,000 of additional funding. Council reviewed this request as part of the Proposed Budget on May 15. Since then, staff has reevaluated their estimates of the budget needs for snow removal and other activities in the Streets Department.

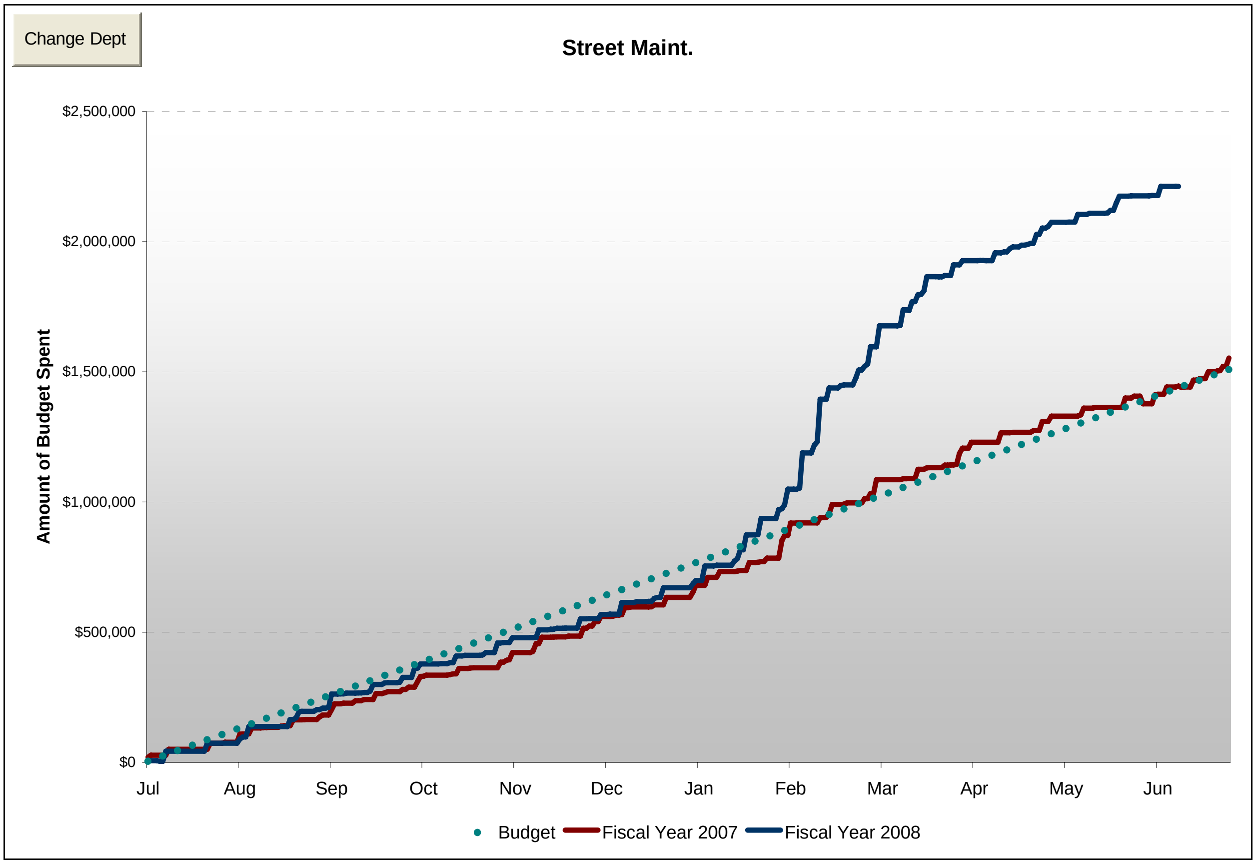
Staff is now requesting an additional $400,000 (on top of the $400,000 requested in May. $130,000 of this can come from the General Contingency fund, making the net request at this time $270,000. This would increase the total General Fund Public Works budget by 6%.

The following costs and activities contributed to this budget overrun year-to-date: 1) Snow hauling – $450,000; 2) Salt - $26,000; 3) Overtime - $20,000; 4) Cleanup Week - $16,000 5) Spring Runoff - $18,000; 6) Equipment Repairs - $106,000; 7) Vacancy Factor - $60,000.

Streets Department
Over Budget Year-to-Date

Reason	*Amount*
Cleanup Week	$16,000
Snow Hauling	$450,000
Equipment Repairs	$106,000
Salt	$26,000
Overtime	$20,000
Spring Runoff	$18,000
Vacancy Factor	$60,000
Remaining Expenses (Estimated)	$102,000
	$798,000

These budget requests are one-time and due to unusual circumstances. Staff is not proposing that the budget for the Streets Department be increased to these levels in perpetuity, as the current budget levels are generally sufficient for an average snow year. The graph below shows the progression of Streets expenditures on a week by week basis. The graph compares the current year to FY 2007, and the significant departure from the norm can be seen.



<u>Personnel Policies & Procedures</u>

The recommendation for revisions to the employee Policies and Procedure Manual results from the input provided by the City Manager, Legal Department, Management Team, Human Resources and City Council. Policy requires that the manual be updated once every calendar year through this revision process and approved by City Council. The manual was last updated in July of 2007.

Recommendations for a *new* policy insertion: *Section 11 - Emergency Management Requirements* (pp. 74). Recommendations also include replacing two current sections: *8.9 Sexual Harassment* could be changed to *8.9 Harassment* to include a broader scope of harassment issues and *8.17 Email* could be changed to *8.17 City Information/Communication Systems* to broaden the policy to include email, computer, telephone, pager and photocopier usages.

Recommendations for most policy changes and other changes can be found as listed below. Please note: Sentence/policy clarification, or change in sentence structure that did not change policy has not been listed but is reflected in manuals given to City Council members as part of the Council packet. In addition to the changes listed below, staff anticipates offering domestic partner benefits in the next several months. Major changes to the Personnel Policies and Procedures Manual will be discussed with City Council on June 19, 2008:

Summary of Recommendations for Changes:

Section 7 - Performance Reviews

7.1 Purpose – b. Semi-Annual Performance Reviews – Employees who resign or retire in good standing may be eligible for a pro-rated lump merit bonus. Language now requires the performance review as well as Personnel Action Forms to be forwarded to HR prior to the employee's departure.

Section 8 - City Rules

8.8 Rules of Conduct – Language "Engaging in any form of sexual or other harassment" will be changed to "Engaging in any form of harassment".

8.9 Sexual Harassment will change to 8.9 Harassment.
The policy will be changed significantly to address all types of harassment protected by federal law, and not be limited to sexual harassment only. Please see manual for details.

8.13 Disciplinary Procedures
The policy now clarifies a prior procedure about removing written reprimands from employee files

8.17 E-mail will change to 8.17 City Information/Communication Systems
This policy has been expanded from email to outline usage guidelines for all electronic equipment provided by the IT department Citywide.

Section 10 – Employee Benefits

10.10 Holidays – Floating holiday clarified as 8 hours, no change. Procedure for getting a floating holiday upon being released from probation is outlined for clarification.

10.20 Family Medical Leave – The FMLA policy was outlined to include a 26 weeks of unpaid leave protection for the care of a covered military service member as per change in federal law.

10.26 Wellness Program – a. Release Time – Sentence deleted for clarification. Release time must be taken during a shift, not at the beginning or end.

Section 11 – Emergency Management Requirements – ALL NEW SECTION

11.1 General – General information provided on City Comprehensive Emergency Management Plan

11.2 Employee Identification Cards – Outlines City requirements and policy in regards to employee identification cards.

11.3 Emergency Work Requirements – Outlines employee responsibilities in regards to work in case of an emergency.

Department Review:
Budget, Debt, & Grants, Human Resources, Legal, and the City Manager reviewed this report.

Alternatives:

A. Approve:
Staff recommends that Council hold a public hearing regarding the final budget, adopt the FY 2008 Revised Budget and FY 2009 Budget by resolution, and adopt revisions to the Personnel Policies & Procedures Manual by resolution.

B. Deny:
State statute requires at least one public hearing before the adoption of a final budget on or before June 22. If Council decides to forgo a public adoption of the budget at this time, the City would be in violation of State statute.

C. Modify:
Council may choose to changes be made to the final budget and adopt the budget resolutions with changes as noted.

D. Continue the Item:
This has the same effect as Alternative B.

E. Do Nothing:
This also has the same effect as Alternative B.

Significant Impacts:
This would satisfy the requirements of state statute to adopt a final budget on or before June 22.

Consequences of not taking the recommended action:
If Council decides to forgo a public adoption of the budget at this time, the City would be in violation of State statute. Council could choose to continue discussion on the Personnel Policies & Procedures.

Recommendation:
Hold a public hearing on the Adoption of the Final Budget. Adopt the FY 2008 Adjusted Budget and the FY 2009 Budget by resolution. Adopt a resolution revising the Personnel Policies & Procedures Manual for Park City Municipal Corporation.

Attachments:

A – Resolution Adopting a Final Budget for Park City Municipal Corporation
B – Resolution Adopting a Budget for the Park City RDA
C – Resolution Adopting a Budget for the Park City MBA
D – Resolution Adopting Revised Personnel Policies & Procedures
E – Personnel Policies & Procedures Manual (under separate cover)

Resolution No.

A RESOLUTION ADOPTING A REVISED BUDGET FOR FY 2007-08 AND A BUDGET FOR 2008-09 FOR PARK CITY MUNICIPAL CORPORATION AND ITS RELATED AGENCIES.

WHEREAS, the Utah State law requires that city budgets be adopted by resolution or ordinance: and;

WHEREAS, a public hearing was held on May 1, May 15, May 22, May 29, June 5, June 12, and June 19, 2008 at the City Council's regularly scheduled meetings, complying with State law;

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

SECTION 1. REVISED BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended Budget presented on May 1, 2008 and with changes as summarized in the Attachments to this ordinance is hereby adopted as the Revised 2007-08 Operating Budget for Park City Municipal Corporation and its related agencies.

SECTION 2. BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended budget presented on May 1, 2008 and with changes as summarized in the Attachments to this ordinance is hereby adopted as the budget for FY 2008-09 for Park City Municipal Corporation and its related agencies.

SECTION 3. CERTIFIED PROPERTY TAX RATE. The City's Budget Officer is authorized to compute and file the City's Certified Property Tax rate for FY 2008-09 at a "no tax increase rate". This ordinance hereby adopts the Certified Property Tax rate for FY 2008-09. The Budget Officer is also authorized to compute the City's Certified Property Tax rate for the issuance of General Obligation Bonds as approved by voters in November of 2001, 2002, 2006, and 2007.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect June 19, 2008 for the FY 2007-08 revised budget and July 1, 2008 for the FY 2008-09 budget.

PASSED AND ADOPTED this 19th day of June, 2008.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Dana Williams

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
Mark D. Harrington, City Attorney

Resources & Requirements - All Funds Combined									
Description	2005 Actual	2006 Actual	2007 Actual	2008 Original Budget	2008 Adj Budget	2009 Plan	2009 Budget	Change - 2008 to 2009 Increase (reduction)	%
RESOURCES									
Sales Tax	10,502,699	11,401,348	12,977,127	11,475,000	12,750,000	12,065,000	12,876,000	126,000	1%
Planning Building & Engineering Fees	4,722,862	4,980,807	6,090,176	5,588,000	5,904,294	5,362,000	4,941,000	(963,294)	-16%
Charges for Services	4,807,943	6,538,642	7,201,295	7,211,000	7,207,000	7,511,000	8,210,000	1,003,000	14%
Intergovernmental Revenue	2,995,291	962,305	3,926,496	7,454,546	7,247,488	1,694,000	3,597,200	(3,650,288)	-50%
Franchise Tax	2,309,090	2,715,184	2,529,915	2,587,000	2,746,000	2,730,000	2,758,000	12,000	0%
Property Taxes	12,608,114	12,694,990	12,744,480	13,014,909	13,947,094	13,748,909	13,924,909	(22,185)	0%
General Government	0	161,313	407,766	400,900	424,300	417,400	441,300	17,000	4%
Other Revenues	10,273,181	10,754,433	16,117,625	6,396,826	15,152,949	5,676,826	7,069,589	(8,083,360)	-53%
Total	**$48,219,181**	**$50,209,022**	**$61,994,881**	**$54,128,181**	**$65,379,125**	**$49,205,135**	**$53,817,998**	**($11,561,127)**	**-18%**
REQUIREMENTS (by function)									
Executive	5,572,095	6,497,830	7,236,353	8,077,508	8,383,385	8,179,619	8,660,447	277,063	3%
Police	3,072,079	3,264,505	3,377,943	3,520,705	3,724,705	3,607,795	3,743,390	18,685	1%
Public Works	9,824,515	10,712,650	11,940,897	12,628,412	14,385,912	12,879,088	14,247,387	(138,525)	-1%
Library & Recreation	2,562,288	2,807,995	2,815,519	2,910,653	2,974,043	2,941,728	3,052,881	78,838	3%
Non-Departmental	1,620,744	1,748,612	2,112,448	2,315,007	2,605,809	2,315,007	2,387,940	(217,869)	-8%
Special Service Contracts	327,519	331,556	318,847	433,973	433,973	433,973	433,973	0	0%
Contingency	0	0	0	825,000	0	955,000	625,000	625,000	
Capital Outlay	222,696	297,094	267,579	736,660	769,002	665,992	762,492	(6,510)	-1%
Total	**23,201,936**	**25,660,241**	**28,069,586**	**31,447,918**	**33,276,829**	**31,978,202**	**33,913,510**	**636,682**	**2%**
REQUIREMENTS (by type)									
Personnel	14,553,051	15,924,342	17,443,771	18,359,029	18,866,127	18,669,797	19,632,843	766,716	4%
Materials, Supplies & Services	8,426,189	9,438,806	10,358,236	11,527,229	13,641,700	11,687,413	12,893,175	(748,525)	-5%
Contingency	0	0	0	825,000	0	955,000	625,000	625,000	
Capital Outlay	222,696	297,094	267,579	736,660	769,002	665,992	762,492	(6,510)	-1%
Total	**23,201,936**	**25,660,241**	**28,069,586**	**31,447,918**	**33,276,829**	**31,978,202**	**33,913,510**	**636,682**	**2%**
EXCESS (deficiency) OF RESOURCES OVER REQUIREMENTS	$25,017,245	$24,548,781	$33,925,295	$22,680,263	$32,102,296	$17,226,933	$19,904,488	(12,197,809)	-38%
OTHER FINANCING SOURCES (uses)									
Bond Proceeds	29,173,976	0	0	7,257,927	1,643,417	0	21,123,242	19,479,825	1185%
Debt Service	(13,943,132)	(5,966,048)	(6,310,364)	(6,594,956)	(7,101,239)	(6,395,885)	(7,310,885)	(209,646)	3%
Interfund Transfers In	29,203,184	29,115,806	13,837,974	9,167,562	15,628,653	8,950,348	12,145,848	(3,482,805)	-22%
Interfund Transfers Out	(29,203,184)	(29,115,806)	(13,837,974)	(9,167,562)	(15,628,653)	(8,950,348)	(12,145,848)	3,482,805	-22%
Capital Improvement Projects	(15,736,790)	(20,198,817)	(19,603,022)	(25,100,989)	(84,852,512)	(8,874,473)	(38,296,361)	46,556,151	-55%
Total	**(505,946)**	**(26,164,865)**	**(25,913,386)**	**(24,438,018)**	**(90,310,334)**	**(15,270,358)**	**(24,484,004)**	**65,826,330**	**-73%**
EXCESS (deficiency) OF RESOURCES OVER REQUIREMENTS AND OTHER SOURCES (uses)	$24,511,298	($1,616,084)	$8,011,909	($1,757,755)	($58,208,038)	$1,956,575	($4,579,516)	53,628,522	-92%
Beginning Balance	54,810,573	79,661,361	80,018,337	26,237,762	88,940,203	24,480,008	30,732,166	(58,208,037)	-65%
Ending Balance	79,321,857	78,045,276	88,030,246	24,480,008	30,732,166	26,436,583	26,152,650	(4,579,516)	-15%

Resources & Requirements - All Funds Combined								
Description	Budget (FY 2008)				Budget (FY 2009)			
	Original	Adjusted	Change from Original		Original	Adjusted	Change from Original	
			Total	%			Total	%
RESOURCES								
Sales Tax	11,475,000	12,750,000	1,275,000	11%	12,065,000	12,876,000	811,000	7%
Planning Building & Engineering Fees	5,588,000	5,904,294	316,294	6%	5,362,000	4,941,000	(421,000)	-8%
Charges for Services	7,211,000	7,207,000	(4,000)	0%	7,511,000	8,210,000	699,000	9%
Intergovernmental Revenue	7,454,546	7,247,488	(207,058)	-3%	1,694,000	3,597,200	1,903,200	112%
Franchise Tax	2,587,000	2,746,000	159,000	6%	2,730,000	2,758,000	28,000	1%
Property Taxes	13,014,909	13,947,094	932,185	7%	13,748,909	13,924,909	176,000	1%
General Government	400,900	424,300	23,400	6%	417,400	441,300	23,900	6%
Bond Proceeds	7,257,927	1,643,417	(5,614,510)	-77%	0	21,123,242	21,123,242	
Other Revenues	6,396,826	15,152,949	8,756,123	137%	5,676,826	7,069,589	1,392,763	25%
Sub-Total	**$61,386,108**	**$67,022,542**	**$5,636,434**	**9%**	**$49,205,135**	**$74,941,240**	**$25,736,105**	**52%**
Interfund Transfers In	9,167,562	15,628,653	6,461,091	70%	8,950,348	12,145,848	3,195,500	36%
Beginning Balance	26,237,762	88,940,203	62,702,441	239%	24,480,008	30,732,166	6,252,158	26%
Total	**96,791,432**	**171,591,398**	**74,799,966**	**77%**	**82,635,491**	**117,819,254**	**35,183,763**	**43%**
REQUIREMENTS (by function)								
Executive	8,077,508	8,383,385	305,877	4%	8,179,619	8,660,447	480,828	6%
Police	3,520,705	3,724,705	204,000	6%	3,607,795	3,743,390	135,596	4%
Public Works	12,628,412	14,385,912	1,757,500	14%	12,879,088	14,247,387	1,368,299	11%
Library & Recreation	2,910,653	2,974,043	63,390	2%	2,941,728	3,052,881	111,153	4%
Non-Departmental	2,315,007	2,605,809	290,802	13%	2,315,007	2,387,940	72,933	3%
Special Service Contracts	433,973	433,973	0	0%	433,973	433,973	0	0%
Contingency	825,000	0	(825,000)	-100%	955,000	625,000	(330,000)	-35%
Capital Outlay	736,660	769,002	32,342	4%	665,992	762,492	96,500	14%
Sub-Total	**$31,447,918**	**$33,276,829**	**$1,828,911**	**6%**	**$31,978,202**	**$33,913,510**	**$1,935,308**	**6%**
Debt Service	6,594,956	7,101,239	506,283	8%	6,395,885	7,310,885	915,000	14%
Capital Improvement Projects	25,100,989	84,852,512	59,751,523	238%	8,874,473	38,296,361	29,421,888	332%
Interfund Transfers Out	9,167,562	15,628,653	6,461,091	70%	8,950,348	12,145,848	3,195,500	36%
Ending Balance	24,480,008	30,732,166	6,252,158	26%	26,436,583	26,152,650	(283,933)	-1%
Total	**96,791,433**	**171,591,399**	**74,799,966**	**77%**	**82,635,491**	**117,819,254**	**35,183,763**	**43%**
REQUIREMENTS (by type)								
Personnel	18,359,029	18,866,127	507,098	3%	18,669,797	19,632,843	963,046	5%
Materials, Supplies & Services	11,527,229	13,641,700	2,114,471	18%	11,687,413	12,893,175	1,205,762	10%
Contingency	825,000	0	(825,000)	-100%	955,000	625,000	(330,000)	-35%
Capital Outlay	736,660	769,002	32,342	4%	665,992	762,492	96,500	14%
Sub-Total	**$31,447,918**	**$33,276,829**	**$1,828,911**	**6%**	**$31,978,202**	**$33,913,510**	**$1,935,308**	**6%**
Debt Service	6,594,956	7,101,239	506,283	8%	6,395,885	7,310,885	915,000	14%
Capital Improvement Projects	25,100,989	84,852,512	59,751,523	238%	8,874,473	38,296,361	29,421,888	332%
Interfund Transfers Out	9,167,562	15,628,653	6,461,091	70%	8,950,348	12,145,848	3,195,500	36%
Ending Balance	24,480,008	30,732,166	6,252,158	26%	26,436,583	26,152,650	(283,933)	-1%
Total	**96,791,433**	**171,591,399**	**74,799,966**	**77%**	**82,635,491**	**117,819,254**	**35,183,763**	**43%**

Expenditure Summary by Fund and Unit

Expenditures	2005	2006	2007	2008 Budget		2009		
		(actual)		(original)	(adj)	(plan)	(budget)	% of Total
Park City Municipal Corporation								
011 General Fund	26,003,585	27,246,344	28,726,444	26,184,762	33,003,956	28,620,601	31,706,986	27%
012 Quinns Recreation Complex	0	292,298	325,914	64,323	(61,987)	(353,520)	(582,930)	0%
021 Police Special Revenue Fund	16,522	18,272	19,972	0	21,122	0	0	0%
022 Criminal Forfeiture Restricted Account	0	0	17,220	0	17,220	0	(0)	0%
031 Capital Improvement Fund	44,203,171	63,126,061	60,595,296	16,195,442	61,593,123	10,006,924	28,193,482	24%
038 Equipment Replacement Fund	3,194,701	3,304,087	3,558,279	908,320	3,521,921	908,320	707,320	1%
051 Water Fund	9,630,670	9,121,371	14,904,687	13,127,777	17,179,060	9,825,598	17,464,296	15%
055 Golf Fund	1,313,432	1,497,323	1,749,008	1,289,293	1,503,671	1,275,190	1,432,187	1%
057 Transportation & Parking Fund	13,354,462	12,518,485	17,827,462	15,056,183	23,606,052	9,810,209	12,222,641	10%
062 Fleet Services Fund	1,523,390	1,874,537	2,035,581	1,979,770	2,556,188	2,079,238	2,467,456	2%
064 Self Insurance Fund	3,598,352	3,678,970	3,731,296	3,378,224	3,412,433	3,225,152	2,796,360	2%
070 Debt Service Fund	22,169,151	18,623,532	4,698,294	3,679,765	4,107,639	3,556,297	3,984,171	3%
071 Sales Tax Rev Bonds Debt Svc Fund	11,204,532	2,915,010	2,881,539	2,721,922	2,739,884	2,738,831	2,756,793	2%
Park City Municipal Corporation Total	$136,211,968	$144,216,291	$141,070,992	$84,585,782	$153,200,283	$71,692,840	$103,148,763	88%
Park City Redevelopment Agency								
033 Redevelopment Agency Lower Park Ave	6,408,644	7,103,302	7,997,865	4,737,877	7,554,295	5,546,877	6,914,464	6%
034 Redevelopment Agency Main St	2,561,905	2,681,990	2,651,344	3,620,610	4,652,516	1,545,610	1,706,114	1%
072 RDA Main Street Debt Service	1,264,903	1,011,653	112,581	0	0	0	0	0%
076 RDA Lower Park Ave Debt Service	2,364,721	2,440,324	2,505,968	2,405,579	2,512,445	2,408,579	2,515,445	2%
Park City Redevelopment Agency Total	$12,600,173	$13,237,269	$13,267,758	$10,764,066	$14,719,257	$9,501,066	$11,136,024	9%
Municipal Building Authority								
035 Municipal Building Authority Fund	1,937,337	1,386,910	1,445,543	1,385,903	3,604,960	1,385,903	3,475,606	3%
073 MBA Debt Service Fund	10,595,838	81,999	0	0	0	0	0	0%
Municipal Building Authority Total	$12,533,175	$1,468,909	$1,445,543	$1,385,903	$3,604,960	$1,385,903	$3,475,606	3%
Park City Housing Authority								
036 Park City Housing Authority	61,583	63,720	66,900	55,682	66,900	55,682	58,862	0%
Park City Housing Authority Total	$61,583	$63,720	$66,900	$55,682	$66,900	$55,682	$58,862	0%
GRAND TOTAL	**$161,406,899**	**$158,986,188**	**$155,851,192**	**$96,791,433**	**$171,591,399**	**$82,635,491**	**$117,819,254**	**100%**
Interfund Transfer	29,203,184	29,115,806	13,837,974	9,167,562	15,628,653	8,950,348	12,145,848	10%
Ending Balance	79,321,857	78,045,276	88,030,246	24,480,008	30,732,166	26,436,583	26,152,650	22%
GRAND TOTAL	**$52,881,858**	**$51,825,106**	**$53,982,972**	**$63,143,863**	**$125,230,580**	**$47,248,560**	**$79,520,756**	**67%**

Expenditure Summary by Fund and Major Object (FY 2008)

Description	Operating Budget: Personnel	Operating Budget: Mat, Suppls, Services	Capital	Debt Service	Contingency	Sub-Total	Interfund Transfer	Ending Balance	Total
Park City Municipal Corporation									
011 General Fund	13,197,688	6,355,055	477,587	0	0	20,030,330	7,985,085	4,988,542	33,003,956
012 Quinns Recreation Complex	492,268	457,475	12,500	0	0	962,243	0	(1,024,230)	(61,987)
021 Police Special Revenue Fund	0	0	21,122	0	0	21,122	0	0	21,122
022 Criminal Forfeiture Restricted Account	0	0	17,220	0	0	17,220	0	(0)	17,220
031 Capital Improvement Fund	0	0	54,306,143	0	0	54,306,143	634,366	6,652,614	61,593,123
038 Equipment Replacement Fund	0	0	2,789,301	0	0	2,789,301	725,300	7,320	3,521,921
051 Water Fund	1,039,691	1,988,176	8,936,321	1,158,616	0	13,122,804	1,189,160	2,867,096	17,179,060
055 Golf Fund	561,058	408,627	221,579	31,543	0	1,222,807	130,685	150,179	1,503,671
057 Transportation & Parking Fund	2,982,986	551,680	12,279,950	0	0	15,814,616	2,484,057	5,307,378	23,606,052
062 Fleet Services Fund	592,435	1,846,297	5,000	0	0	2,443,732	0	112,456	2,556,188
064 Self Insurance Fund	0	924,390	0	0	0	924,390	0	2,488,043	3,412,433
070 Debt Service Fund	0	0	0	2,618,663	0	2,618,663	0	1,488,976	4,107,639
071 Sales Tax Rev Bonds Debt Svc Fund	0	0	0	2,195,000	0	2,195,000	0	544,884	2,739,884
Park City Municipal Corporation Total	$18,866,127	$12,531,700	$79,066,723	$6,003,822	$0	$116,468,372	$13,148,653	$23,583,258	$153,200,283
Park City Redevelopment Agency									
033 Redevelopment Agency Lower Park Ave	0	695,000	2,032,831	0	0	2,727,831	630,000	4,196,464	7,554,295
034 Redevelopment Agency Main St	0	415,000	2,881,402	0	0	3,296,402	950,000	406,114	4,652,516
072 RDA Main Street Debt Service	0	0	0	0	0	0	0	0	0
076 RDA Lower Park Ave Debt Service	0	0	0	597,000	0	597,000	0	1,915,445	2,512,445
Park City Redevelopment Agency Total	$0	$1,110,000	$4,914,233	$597,000	$0	$6,621,233	$1,580,000	$6,518,024	$14,719,257
Municipal Building Authority									
035 Municipal Building Authority Fund	0	0	1,632,520	500,417	0	2,132,937	900,000	572,023	3,604,960
073 MBA Debt Service Fund	0	0	0	0	0	0	0	0	0
Municipal Building Authority Total	$0	$0	$1,632,520	$500,417	$0	$2,132,937	$900,000	$572,023	$3,604,960
Park City Housing Authority									
036 Park City Housing Authority	0	0	8,038	0	0	8,038	0	58,862	66,900
Park City Housing Authority Total	$0	$0	$8,038	$0	$0	$8,038	$0	$58,862	$66,900
GRAND TOTAL	**$18,866,127**	**$13,641,700**	**$85,621,514**	**$7,101,239**	**$0**	**$125,230,580**	**$15,628,653**	**$30,732,166**	**$171,591,399**

Expenditure Summary by Fund and Major Object (FY 2009)

Description	Operating Budget		Capital	Debt Service	Contingency	Sub-Total	Interfund Transfer	Ending Balance	Total
	Personnel	Mat, Suppls, Services							
Park City Municipal Corporation									
011 General Fund	13,103,762	5,995,305	382,662	0	625,000	20,106,729	6,128,469	5,471,789	31,706,986
012 Quinns Recreation Complex	525,255	469,975	10,000	0	0	1,005,230	0	(1,588,160)	(582,930)
021 Police Special Revenue Fund	0	0	0	0	0	0	0	0	0
022 Criminal Forfeiture Restricted Account	0	0	0	0	0	0	0	(0)	(0)
031 Capital Improvement Fund	0	0	23,093,324	0	0	23,093,324	634,366	4,465,792	28,193,482
038 Equipment Replacement Fund	0	0	700,000	0	0	700,000	0	7,320	707,320
051 Water Fund	1,230,696	1,825,798	11,929,660	1,127,255	0	16,113,409	1,188,586	162,301	17,464,296
055 Golf Fund	567,171	408,627	153,505	31,542	0	1,160,845	130,685	140,658	1,432,187
057 Transportation & Parking Fund	3,599,347	562,783	628,119	0	0	4,790,249	2,483,742	4,948,650	12,222,641
062 Fleet Services Fund	574,483	1,846,297	5,000	0	0	2,425,780	0	41,676	2,467,456
064 Self Insurance Fund	32,131	674,390	0	0	0	706,521	0	2,089,840	2,796,360
070 Debt Service Fund	0	0	0	2,444,088	0	2,444,088	0	1,540,083	3,984,171
071 Sales Tax Rev Bonds Debt Svc Fund	0	0	0	2,193,000	0	2,193,000	0	563,793	2,756,793
Park City Municipal Corporation Total	$19,632,843	$11,783,175	$36,902,270	$5,795,885	$625,000	$74,739,173	$10,565,848	$17,843,742	$103,148,763
Park City Redevelopment Agency									
033 Redevelopment Agency Lower Park Ave	0	695,000	200,000	0	0	895,000	630,000	5,389,464	6,914,464
034 Redevelopment Agency Main St	0	415,000	0	0	0	415,000	950,000	341,114	1,706,114
072 RDA Main Street Debt Service	0	0	0	0	0	0	0	0	0
076 RDA Lower Park Ave Debt Service	0	0	0	600,000	0	600,000	0	1,915,445	2,515,445
Park City Redevelopment Agency Total	$0	$1,110,000	$200,000	$600,000	$0	$1,910,000	$1,580,000	$7,646,024	$11,136,024
Municipal Building Authority									
035 Municipal Building Authority Fund	0	0	1,956,583	915,000	0	2,871,583	0	604,023	3,475,606
073 MBA Debt Service Fund	0	0	0	0	0	0	0	0	0
Municipal Building Authority Total	$0	$0	$1,956,583	$915,000	$0	$2,871,583	$0	$604,023	$3,475,606
Park City Housing Authority									
036 Park City Housing Authority	0	0	0	0	0	0	0	58,862	58,862
Park City Housing Authority Total	$0	$0	$0	$0	$0	$0	$0	$58,862	$58,862
GRAND TOTAL	**$19,632,843**	**$12,893,175**	**$39,058,853**	**$7,310,885**	**$625,000**	**$79,520,756**	**$12,145,848**	**$26,152,650**	**$117,819,254**

All Funds Combined								
Revenue	2005	2006	2007	2008		2009		
	(actual)			(original)	(adj)	(plan)	(budget)	% ot Total
RESOURCES								
Property Taxes	12,608,114	12,694,990	12,744,480	13,014,909	13,947,094	13,748,909	13,924,909	12%
Sales Tax	10,502,699	11,401,348	12,977,127	11,475,000	12,750,000	12,065,000	12,876,000	11%
Franchise Tax	2,309,090	2,715,184	2,529,915	2,587,000	2,746,000	2,730,000	2,758,000	2%
Licenses	783,429	828,193	1,013,310	1,013,000	1,370,660	1,049,000	1,302,763	1%
Planning Building & Engineering Fees	4,722,862	4,980,807	6,090,176	5,588,000	5,904,294	5,362,000	4,941,000	4%
Other Fees	19,216	0	30,932	0	23,000	0	0	0%
Intergovernmental Revenue	2,995,291	962,305	3,926,496	7,454,546	7,247,488	1,694,000	3,597,200	3%
Charges for Services	4,807,943	6,538,642	7,201,295	7,211,000	7,207,000	7,511,000	8,210,000	7%
Recreation	2,172,128	2,411,737	2,475,541	2,361,600	2,532,600	2,389,600	2,456,600	2%
Other Service Revenue	102,708	100,661	75,304	84,000	86,000	85,000	101,000	0%
Fines & Forfeitures	767,959	656,295	750,817	808,500	723,500	808,500	813,500	1%
Misc. Revenue	2,907,257	5,232,798	9,887,563	2,059,726	8,766,801	1,274,726	1,403,726	1%
Interfund Transfers In	29,203,184	29,115,806	13,837,974	9,167,562	15,628,653	8,950,348	12,145,848	10%
Special Revenue & Resources	3,520,486	1,524,749	1,884,158	70,000	1,650,388	70,000	992,000	1%
Bond Proceeds	29,173,976	0	0	7,257,927	1,643,417	0	21,123,242	18%
Beginning Balance	54,810,573	79,661,361	80,018,337	26,237,762	88,940,203	24,480,008	30,732,166	26%
Total	**161,406,913**	**158,824,876**	**155,443,426**	**96,390,532**	**171,167,098**	**82,218,091**	**117,377,954**	**100%**

Change in Fund Balance

Fund	2005 Actual	2006 Actual	2007 Actual	2008 Adjusted	Change - 2007 to 2008: Increase (reduction)	Change - 2007 to 2008: %	2009 Budget	Change - 2008 to 2009: Increase (reduction)	Change - 2008 to 2009: %
Park City Municipal Corporation									
011 General Fund	3,210,448	3,194,845	5,062,512	4,988,542	(73,970)	-1%	5,471,789	483,247	10%
012 Quinns Recreation Complex	0	(81,852)	(486,287)	(1,024,230)	(537,943)	111%	(1,588,160)	(563,930)	55%
021 Police Special Revenue Fund	16,522	17,972	19,772	0	(19,772)	-100%	0	0	
022 Criminal Forfeiture Restricted Account	0	0	17,220	(0)	(17,220)	-100%	(0)	0	
031 Capital Improvement Fund	36,547,934	45,447,764	48,655,592	6,652,614	(42,002,978)	-86%	4,465,792	(2,186,822)	-33%
038 Equipment Replacement Fund	2,543,098	2,833,979	2,821,921	7,320	(2,814,601)	-100%	7,320	0	0%
051 Water Fund	1,051,459	3,230,788	7,065,103	2,867,096	(4,198,007)	-59%	162,301	(2,704,795)	-94%
055 Golf Fund	168,883	342,016	201,071	150,179	(50,892)	-25%	140,658	(9,521)	-6%
057 Transportation & Parking Fund	6,400,299	7,748,809	9,964,940	5,307,378	(4,657,562)	-47%	4,948,650	(358,728)	-7%
062 Fleet Services Fund	181,076	137,862	201,188	112,456	(88,732)	-44%	41,676	(70,780)	-63%
064 Self Insurance Fund	3,157,652	3,209,978	3,104,115	2,488,043	(616,072)	-20%	2,089,840	(398,203)	-16%
070 Debt Service Fund	16,073,591	1,788,510	1,609,730	1,488,976	(120,754)	-8%	1,540,083	51,107	3%
071 Sales Tax Rev Bonds Debt Svc Fund	490,878	475,228	527,975	544,884	16,909	3%	563,793	18,909	3%
Park City Municipal Corporation Total	$69,841,840	$68,345,899	$78,764,852	$23,583,258	($55,181,594)	-81%	$17,843,742	($5,739,516)	-7%
Park City Redevelopment Agency									
033 Redevelopment Agency Lower Park Ave	4,661,541	5,202,888	4,626,990	4,196,464	(430,526)	-9%	5,389,464	1,193,000	28%
034 Redevelopment Agency Main St	1,321,092	1,161,186	1,245,516	406,114	(839,402)	-67%	341,114	(65,000)	-16%
072 RDA Main Street Debt Service	360,936	112,581	0	0	0		0	0	
076 RDA Lower Park Ave Debt Service	1,727,836	1,804,579	1,912,445	1,915,445	3,000	0%	1,915,445	0	0%
Park City Redevelopment Agency Total	$8,071,405	$8,281,234	$7,784,952	$6,518,024	($1,266,928)	-15%	$7,646,024	$1,128,000	14%
Municipal Building Authority									
035 Municipal Building Authority Fund	1,298,940	1,354,423	1,413,543	572,023	(841,520)	-60%	604,023	32,000	6%
073 MBA Debt Service Fund	48,089	0	0	0	0		0	0	
Municipal Building Authority Total	$1,347,029	$1,354,423	$1,413,543	$572,023	($841,520)	-62%	$604,023	$32,000	2%
Park City Housing Authority									
036 Park City Housing Authority	61,583	63,720	66,900	58,862	(8,038)	-12%	58,862	0	0%
Park City Housing Authority Total	$61,583	$63,720	$66,900	$58,862	($8,038)	-13%	$58,862	$0	0%

Notes and Explanations of Change in Fund Balance:

- Fund Balance refers to the amount of revenues on hand in a given year that are not used for expenditures in that year. It is closely related to the concept of a balanced budget, where beginning fund balance (the amount of revenues on hand at the beginning of a year) and the revenues received that year are equal to the the expenditures for that year and the ending fund balance (or the amount of revenues remaining on hand at the end of the year). Fund balance is comprised of elements of reserves, funds dedicated to capital projects, and other earmarked funds. For budget purposes, fund balance is calculated on a cash basis and is not to be confused with the net assets or fund balance numbers presented in the Comprehensive Annual Financial Report.
- Figures shown are the ending balance (or balance as of June 30) for each fiscal year. The beginning balance for any given year is the ending balance from the previous year.
- A large increase in the General Fund balance is shown in FY 2009. The City finances much of its capital needs with excess operating funds. It is expected that the excess operating funds seen in '09 will be used to fund future capital. Also, some of these funds will go towards funding ongoing needs that will undoubtedly arise between now and the time the final FY 2009 budget is adopted.
- Capital projects funds (Funds 31, 33, 34, 35, 36, 38) tend to show large decreases in fund balance between the prior year actual and current year adjusted budget. This is explained by the fact that much of fund balance in these funds is reserved for capital expenses which were budgeted in previous years. Unexpended capital budgets are rolled forward each year as part of the adjusted budget. So funding for capital projects shows up in fund balance *actual* figures, but disappears in the current year adjusted budget because there is an offsetting budgeted "carryforward" expense. This same phenomenon generally explains large decreases in fund balances for proprietary funds (such as Fund 51, 55, and 57).
- The Water Fund shows a large decrease in fund balance in FY 2009. This is due to anticipated capital infrastructure improvements which will begin in FY 2009. Much of these improvements will be funded with accumulated impact fees, resulting in a sharp decrease in fund balance.
- The Fleet Fund is an internal service fund which is intended to run a zero or near-zero balance. As such, any change in fund balance will appear drastic when viewed as a percent change, but the changes are simply the product of the nature of the fund.

PARK CITY 1884

Resolution No._______________

A RESOLUTION ADOPTING THE FISCAL YEAR 2008 REVISED BUDGET AND THE FISCAL YEAR 2009 BUDGET FOR PARK CITY REDEVELOPMENT AGENCY

WHEREAS, Utah State law requires that city budgets be adopted by resolution; and

WHEREAS, a public hearing was held on May 1, May 15, May 22, May 29, June 5, June12, and June 19, 2008 at the City Council's regularly scheduled meetings, complying with State law;

NOW, THEREFORE BE IT RESOLVED by the Redevelopment Agency of Park City, Utah that:

SECTION 1. BUDGET ADOPTED. The following revised budget is hereby adopted as the Fiscal Year 2008 Redevelopment Agency Revised Budget for Park City, Utah.

	Main Street	Park Avenue
Main Street Debt Service	$0	
Main Street CIP	$4,652,516	
Lower Park Ave Debt Service		$597,000
Lower Park Avenue CIP		$7,554,295
Subtotal	$4,652,516	$8,151,295
LESS:		
Interfund Transactions	$(0)	$(600,000)
Special Revenues	$(2,107,000)	$(299,000)
Change in Fund Balance		$3,000
Beginning balance	$(1,245,516)	$(4,626,990)
	$(3,352,516)	$(5,522,990)
NET RDA TAX INCREMENT	$1,300,000	$2,628,305

SECTION 2. BUDGET ADOPTED. The following budget is hereby adopted as the Fiscal Year 2009 Redevelopment Agency Budget for Park City, Utah.

	Main Street	Park Avenue
Main Street Debt Service	$0	
Main Street CIP	$1,706,714	
Lower Park Ave Debt Service		$600,000
Lower Park Avenue CIP		$6,914,464
Subtotal	$1,706,714	$7,514,464
LESS:		
Interfund Transactions	$(0)	$(600,000)
Beginning balance	$(406,114)	$(4,196,464)
	$(406,114)	$(4,796,464)
NET RDA TAX INCREMENT	$1,300,000	$2,718,000

SECTION 3. EFFECTIVE DATE. The Resolution for the revised budget shall take effect on June 19, 2008 and the Resolution for the budget shall take effect on July 1, 2008.

PASSED AND ADOPTED the 19th day of June, 2008.

PARK CITY REDEVELOPMENT AGENCY

Chairman Dana Williams

Attest:

Janet M. Scott, Deputy Secretary

Approved as to form:

Mark D. Harrington, City Attorney

Resolution No.______________

RESOLUTION ADOPTING THE PARK CITY MUNICIPAL BUILDING AUTHORITY REVISED BUDGET FOR FISCAL YEAR 2008 AND THE BUDGET FOR FISCAL YEAR 2009

WHEREAS, Utah State law requires that city budgets be adopted by resolution; and

WHEREAS, a public hearing was held on May 1, May 15, May 22, May 29, June 5, June12, and June 19, 2008 at the City Council's regularly scheduled meetings, complying with State law;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Building Authority of Park City, Utah that:

SECTION 1. BUDGET ADOPTED. The following revised budget is hereby adopted as the Fiscal Year 2008 Municipal Building Authority Revised Budget for Park City, Utah:

Debt Service Fund	$0
Capital Improvement Program	$3,604,960
Subtotal	$3,604,960
Less Ending Balance	(572,023)
TOTAL	$3,032,937

SECTION 2. BUDGET ADOPTED. The following budget is hereby adopted as the Fiscal Year 2009 Municipal Building Authority Budget for Park City, Utah:

Debt Service Fund	$0
Capital Improvement Program	$3,475,606
Subtotal	$3,475,606

Less Ending Balance	(604,023)
TOTAL	$2,871,583

SECTION 3. EFFECTIVE DATE. The Resolution for the revised budget shall take effect on June 19, 2008, the Resolution for the budget shall take effect on July 1, 2008.

PASSED AND ADOPTED this 19th day of June, 2008.

PARK CITY MUNICIPAL BUILDING AUTHORITY

Chairman Dana Williams

Attest:

Janet M. Scott, Deputy Secretary

Approved as to form:

Mark D. Harrington, City Attorney

Resolution No.

A RESOLUTION ADOPTING REVISED PERSONNEL POLICIES
AND PROCEDURES MANUAL, DATED JULY 1, 2008, FOR
PARK CITY MUNICIPAL CORPORATION

WHEREAS, personnel policies and procedures may be adopted and amended at the discretion of the City Council and are subject and subordinate to applicable federal and state laws, rules, and regulations, and local ordinances; and

WHEREAS, the City Manager, Legal Department, Human Resources Department, management team and the Policies and Procedures Task Force has reviewed the proposed amendments of the Revised Personnel Policies and Procedures and recommends adoption by the City Council; and

WHEREAS, the City Council deems it in the best interest of the employees of Park City Municipal Corporation to formally adopt them;

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

SECTION 1. ADOPTION . The Revised Personnel Policies and Procedures, dated July 1, 2008, attached hereto, are hereby adopted, to replace all others previously adopted and become effective immediately.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect on July 1, 2008.

PASSED AND ADOPTED THIS_______________________________

City Council
Staff Report

Subject: **Triple Crown Sports World Series-Opening Ceremony**
Author: **Max J. Paap**
Department: **Sustainability**
Date: **June 19, 2008**
Type of Item: **Administrative – Master Festival License**

Summary Recommendations:
Review the Master Festival License application, conduct a public hearing, and approve the license for the Triple Crown Sports World Series Opening Ceremony, as conditioned, on July 7, 14, & 21, 2008 to be held on Main Street.

Description:

Topic:
Review the Master Festival License Application, submitted by The Park City Chamber/Bureau, for the Triple Crown Sports World Series Opening Ceremony on July 7, 14 & 21, 2008.

Background:
The Park City Chamber/Bureau in conjunction with Triple Crown Sports submitted an application requesting a Master Festival License to hold an Opening Ceremony Parade on the first three consecutive Mondays in July. All teams will be represented at the Opening Ceremony. The parade route would begin at the Brew Pub Lot on upper Main Street and move northbound to 4th Street at which time participants would have the opportunity to participate in a pin trading and souvenir sale venue that would occur in Miner's Park and on Main Street between 4th and 5th Streets.

The Opening Ceremonies have traditionally been held on the first Monday of each new tournament session in conjunction with a Skills Competition that occurs earlier that day. There are no competitive games on those Mondays as part of the team draws. The Skills Competition will be held at Quinn's Junction Sports Complex in two sessions earlier in the day on those Mondays.

In previous years, the Opening Ceremonies have been hosted at Dozier Field, Utah

Olympic Park, and Snow Park Lodge. Triple Crown Sports wanted to pursue a unique ceremony to begin its week of play in Park City on the three weeks of July that entertains the three age brackets for each week. The organizers wanted to pursue an event that gave the athletes and their guests an opportunity to experience Old Town Main Street and to offer the Main Street merchants an opportunity to host the tournament guests.

The organizers have worked very closely with City Staff in the past four months to discuss logistics both on Main Street, as well as other Park City and Summit County venues. Staff will require an Operational Management Plan in a form approved by the Park City Municipal Event Manager and Chief of Police for all events.

HMBA was notified of this event at their March 25th Board meeting and the Board was unanimously in favor of the event.

The Triple Crown Sports World Series Opening Ceremonies is consistent with City Council's Goals of Preservation of Park City Character and to promote Park City as a multi-seasonal resort by maintaining its status as a World Class Resort which hosts such events as this and to increase the number of events.

Analysis:
The event organizers have requested to hold their event on July 7, 14 & 21, 2008. The event would begin at 6:00 pm and run until 7:30 pm on Main Street, between Swede Alley and 5th Street. This application is being reviewed as a Master Festival License due to the request for a partial street closures and use of City property.

Parade Events
The Opening Ceremonies for each week of play will be the culmination of a day that consists of a Skills Competition at Quinn's Junction Sports Complex and a coaches meeting at the Santy Auditorium. After the two sessions of skills and coaches meetings to address new rule changes and pertinent logistic suggestions, the players and their spectators will be directed to make their way to China Bridge to begin parade staging.

Special Events staff will sign Main Street beginning at 6:00 am on each Monday indicating that there will be "No Parking" on Main Street after 4:00 pm. Staff will begin to clear parked vehicles after 4:00 pm consistent with parade operations for 4th of July and Miner's Day parades.

The players, on each team, will be the participants in the parade. Parents, friends, and relatives will be given an opportunity to line the parade's route to watch the athletes. Participants will be directed to gather either on the top of "Old China Bridge", off of Marsac Avenue; or the bottom level of "Old China Bridge" by 4:30 pm.

Parade participants will then be staged by entry number and escorted to the parade starting point before the 6:00 pm starting time. The original application requested use of the City owned bleachers, that request has since been cancelled.

The entrants will proceed from the starting point beginning at 6:00 pm; they will continue to 4^{th} and then will be provided with the opportunity to ‘pin trade’ or shop or dine on Main Street. The street will open to the vehicular traffic at 7:30 pm on every Monday evening of the Opening Ceremonies.

<u>Parking</u>
Parking for the event will be accommodated in either the China Bridge Parking Structure or the use of the parking lots at Deer Valley’s Snow Park Lodge. Drop off of parade participants will be encouraged to use the China Bridge entrance off of Marsac Avenue; if parking is available they will be allowed to park for the 4 hour limit. In literature provided to all participants, Deer Valley will be suggested to be the alternative parking venue. Regular PCMC Transit routes service those lots at a 20 minute frequency.

Department Review:
All applicable departments have reviewed the Triple Crown Sports World Series Opening Ceremonies Summit application and their comments have been incorporated into the report.

Alternatives:
Approve the Request:
Approve the Master Festival License allowing the Triple Crown Sports World Series Opening Ceremonies s described. This is staff’s recommendation
Deny the Request:
Deny the Master Festival License, preventing the addition of the Triple Crown Sports World Series Opening Ceremonies to Park City’s schedule of events.
Continue the Item:
The City Council may continue the discussion in order to receive additional information

Significant Impacts:
Park City has held many similar events to the Triple Crown Sports World Series Opening Ceremonies. Impacts caused by the closure of Main Street will impact traffic flows; an Operational Management Plan in a form approved by the Park City Municipal Event Manager and Chief of Police for both events will be required. The activities will be contained within described venues and will conclude by 7:30 pm on Monday, July 7, 14, and 21.

Consequences of not taking the recommended action:

The Triple Crown Sports World Series Opening Ceremonies would not take place.

<u>RECOMMENDATION</u>:
Staffs recommends the City Council conduct a public hearing and approve a Master Festival License for the Triple Crown Sports World Series Opening Ceremonies on July 7, 14, 21, 2008 based on the following Findings of Fact, Conclusions of Law and Conditions of Approval.

<u>Findings of Fact:</u>

1. The Triple Crown Sports World Series Opening Ceremonies will be held Monday, July 7, 14 and 21, 2008. The Monday events will last from 6:00 pm to 7:30 pm on Main Street.
2. Parking for the anticipated crowd of 5000 people for each event will be accommodated in the existing public and private parking lots in Old Town and at Deer Valley's Snow Park Lodge. The conduct of Triple Crown Sports World Series Opening Ceremonies will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its venue.
3. The event is oriented towards families and youth. The events associated with the Triple Crown Sports World Series Opening Ceremonies will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
4. The event will be held on Main Street. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
5. The Park City Chamber/Bureau submitted their initial application in March of 2008; Park City Municipal Code (4-8-4) requires 90 day review for consideration of a Master Festival License. The Park City Chamber/Bureau has met that criterion.
6. There are no other Master Festival and Special Event Licenses that have been granted for July 7, 14, and 21, 2008. The Triple Crown Sports World Series Opening Ceremonies will not substantially interfere with the logistics and venue for any event for which a license has already been granted and with the provision of City services in support of other such events or governmental function.
7. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
8. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this

Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

Conclusions of Law:

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

Conditions of Approval:

1. The applicant, at its' cost, shall incorporate such measures as directed by Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the applicant.
2. Applicants shall provide proof of liability insurance in the amount of two million dollars ($2,000,000) or more as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as additional insured. All Applicants shall further indemnify the City from liability occurring at the event except for any claim arising out of the sole negligence or intentional torts of the City or its employees.
3. All plans for tents, stages and other temporary structures shall be submitted to the Building Department for review and permitting by July 3, 2008.
4. The applicant shall provide portable toilets consistent with the requirements of Summit County Health Department; they will be temporarily housed in China Bridge and serviced after each event.
5. The Applicant shall apply for a Mass Gathering Permit consistent with requirements of the Summit County Health department.
6. The applicant is responsible for an Operational Management Plan in a form approved by the Park City Municipal Event Manager and Chief of Police.

Attachments

Exhibit A- Applicant's Summary of Activities

Exhibit A-

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

A completed electronic copy submitted to the Special Events Department

PARK CITY 1884
Special Events and Facilities Department
435.615.5150
specialevents@parkcity.org

APPLICATION FORM

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

EVENT NAME: Triple Crown Girls Fastpitch Softball World Series

FIRST TIME OR ANNUAL EVENT (IF ANNUAL, HOW MANY YEARS): 5

EVENT DATE(S): July 7 -- July 26, 2008

EVENT TIME(S): 8:00 am -- 5:00 pm

EVENT LOCATION(S): *Please describe in detail the exact location(s)*
Opening Ceremonies on Main Street (July 7, 14, 21); Santy Auditorium for managers' meetings (July 7, 14, 21 2:00 pm - 6:00 pm); City Park softball field; Quinn's Junction softball fields; Treasure Mountain Middle School softball fields; PCHS softball fields.

ANTICIPATED ATTENDANCE: 5000 per week

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

Girls fastpitch softball tournament on 15 softball fields throughout Park City and Summit County with opening ceremonies parades down Main Street each Monday.

APPLICANT: *(name of organization)* Park City Chamber/Bureau

CONTACTS

Event Manager: Bob Kollar
Mailing Address: PO Box 1630
Phone: 435.658.9608 Fax:435.649.4132
Cell Phone:
E-Mail: bob@parkcityinfo.com

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

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

☒ **Master Festival;** *(If even one box is checked, the event is automatically a Master Festival)*
A public event which any one of the following:
☒attraction of large crowds, (Over 500)
☒street closure,
☒use of City park, building or property,
☐use of off-site parking facility,
☐use of amplified music.

☐ **Special Event;**
A private or public event, which creates significant public impacts through:
☐causes significant public impacts via disturbance, crowd, traffic/parking,
☐disruption of the normal routine of the community or affected neighborhood,
☐necessitates temporary business or liquor licensing
☐event signs, visible from public property
☐temporary structures

CITY SERVICES (SERVICES WILL REQUIRE ADDITIONAL APPROVAL AND FEES)

- request for street closure(s)? ☒yes ☐no
  if yes, then list street(s) and closure time and date: Main Street July 7, 14, 21 4:00 pm -- 7:00 pm
- request for closure of or access to any public parking spaces? ☐yes ☒no

if yes, then list lot and closure times and dates:
if yes, complete and attach *Request for Special Use of Public Parking* form.

- request for use of any City owned bleachers? ☒yes ☐no

SALES AND FOOD VENDING

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

APPLICATION FEES

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

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

INSURANCE

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

City Council
Staff Report

Author:	**Darren Davis,**
	Transit Administration Team
Subject:	**Transit Advertising Space Sales**
Date:	**June 9, 2008**
Type of Item:	**Administrative**

Summary Recommendations:

Authorize staff to execute a three-year professional services agreement with Utah Outdoor Advertising Inc., in a form approved by the City Attorney, for sales and placement services for the interior advertising space on the Park City Transit bus fleet.

Description:

A. Background:

Park City Municipal Corporation's existing Commercial Advertising Services Agreement, was a three-year contract. In May 2008 a request for proposal was advertised for services and placement for the interior advertising spaces on the City's bus fleet.

Park City and Summit County Transit passengers have increased by approximately 25% since 2004, and service has expanded to include the Jeremy Ranch Park and Ride area.

Federal Transit Administration policies prohibit public transit agencies from including geographic preferences in their Request for Proposals or procurement decisions. In that context, Park City Transit is sensitive to the value of the buses interior advertising spaces in providing a medium for local businesses to communicate to passengers. While advertisers may not be arbitrarily excluded or limited to a certain quota, marketing efforts can be focused to the local market. Bus passengers are likely to be interested in information about local businesses that can be reached on the bus routes. Providing this information, to the extent local businesses are interested, enhances Park City Transit's customer service while generating some revenue to support transit.

In accordance with federal, state and city policies and regulations, Park City Transit advertised and issued a Request for Proposals from firms that are qualified to provide sales and placement services for the interior advertising space on its bus system.

Analysis:

Historically the City has received one or two bids for this advertising contract. One reason for this is the City's account is not large enough to attract the large advertising firms. Only one proposal was submitted by Utah Outdoor Advertising (UOA). UOA is currently providing advertising services for the City. A selection committee reviewed the proposal.

The selection criteria listed in the RFP were:

- Understanding and approach toward PCMC's needs, proposed work program and how the firm will manage our account.
- Firm qualifications and experience.
- Compensation to PCMC.
- Capabilities and performance in regards to customer service support and follow through.

<u>Understanding and approach to PCMC's needs and proposed work program.</u>

- UOA firm understands the importance PCMC places on focusing marketing efforts to the local market. Based on 2007 marketing campaign approximately 70% of adverting spaces were sold to local business.
- UOA proposed a transit advertising program and has designed a professional logo and brand that is of a quality that represents the City well.
- UOA proposed an effective marketing plan. Their proposed work program includes making personal sales calls to local businesses and could include sales of some short-term or seasonal advertisements.

<u>Firm qualifications and experience</u>

- UOA is a Salt Lake City advertising company that has been in business for 19 years. UOA has provided bus advertising placement services to Park City Transit for the past four years.
- In addition to management, their staff includes four sales representatives, "in-house" graphics artists and accounting and service departments.
- Throughout the prior contract UOA provided good customer service and follow through with current and potential advertisers.

<u>Compensation to PCMC</u>

- The proposed revenue sharing is 44% to the service provider UOA and 56% to PCMC, after deducting a fixed UOA monthly service fee of $1,000 for accounts management. This revenue sharing formula is consistent with contracts approved in previous years and staff believes it mirrors industry standards.
- In recent years PCMC's net share of advertising revenues has been in the $30,000 - $35,000 range. Staff expects this to continue.

<u>Capabilities and performance in regards to customer service support</u>

- Throughout the prior contract UOA has provided good customer service and follow through with current and potential advertisers.

- UOA has always provided professional advertising copy viewed by millions of Park City Transit passengers with no complaints that staff is aware of.
- UOA has maintained PCMC's account in good standing and has paid on-time.

Utilizing the selection criteria stated in the RFP and the considerations outlined above, staff's recommendation to Council is to accept UOA's proposal.

B. Department Review:

The City Manager's Office, the City Attorney's Office, Budget\Debt and Grants and Public Works have reviewed this Staff report.

Alternatives:

A. **Approve the Request:** Authorize staff to execute a three-year professional services agreement with Utah Outdoor Advertising Inc., in a form approved by the City Attorney, for sales and placement services for the interior advertising space on the Park City Transit bus fleet. A draft agreement is attached.
B. **Deny the Request:** Delaying action may jeopardize the sale of all of the advertising spaces available on the bus fleet for the winter season.
C. **Continue the Item:** This alternative will have the same impact of Alternative B.
D. **Do Nothing:** This alternative will have the same impact of Alternative B.

Consequences of not taking the recommended action:

Delaying action may jeopardize the sale of all of the advertising spaces available on the bus fleet for the winter season.

Recommendation:

Authorize staff to execute a three-year professional services agreement with Utah Outdoor Advertising Inc., in a form approved by City Attorney, for sales and placement services for the interior advertising space on the Park City Transit bus fleet.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____________, 2008, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and UTAH OUTDOOR ADVERTISING, INC., a Utah corporation ("Service Provider").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Addendum A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **One Thousand Dollars ($1,000) per month.**

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate thirty-six (36) months after date of execution of this Agreement, or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

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

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

4. REPORTS AND INSPECTIONS.

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

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

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

8. INSURANCE.

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

A. General Liability insurance written on an occurrence basis with limits no less than two million dollars ($2,000,000) combined single limit per occurrence and three million dollars ($3,000,000) aggregate for personal injury, bodily injury and property damage. The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

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

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

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

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

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

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

11. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

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

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

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

12. ASSIGNMENTS/SUBCONTRACTING.

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

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

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

13. CHANGES.

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

15. POLITICAL ACTIVITY PROHIBITED.

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

16. PROHIBITED INTEREST.

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

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

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

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

18. TERMINATION.

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

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

19. NOTICE.

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

20. ATTORNEYS FEES AND COSTS.

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

21. JURISDICTION AND VENUE.

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

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

22. SEVERABILITY.

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

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

23. ENTIRE AGREEMENT.

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

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

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

____
Dana Williams, Mayor

Attest:

____
City Recorder's Office

Approved as to form:

____
City Attorney's Office

UTAH OUTDOOR ADVERTISING, INC.
Address: 1675 North Beck Street
Salt Lake City, Utah 84116

Tax ID#: ________________________

____
Signature

____
Printed name

____
Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of ________________, 2008, personally appeared before me ______________________________, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _________________________ (*title or office*) of _____________________________ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _______________________ *(title)* for _______________________________, a _______ corporation.

____
Notary Public

EXHIBIT "A"

SCOPE OF SERVICES

TRANSIT ADVERTISING SPACE SALES AND PLACEMENT SERVICES

Annually, Utah Outdoor Advertising, Inc. (UOA) shall provide a proposed work program and plan for managing transit advertising and placement services for the upcoming year. This shall include, but is not necessarily limited to:

1. Advertising rates and charges.
2. Marketing plan, including focused market.
3. Seasonal or short-term ad placements.

Upon approval of the annual plan, by PCMC, UOA will be authorized to proceed as follows:

Commercial Rights Granted to UOA -

- PCMC will license to the UOA, advertising spaces inside of transit vehicles owned, operated and/or controlled by PCMC to provide public transportation.
- UOA shall have the exclusive advertising rights inside of PCMC's transit vehicles, in the spaces designated by PCMC, except as noted in the Exclusions section below.
- UOA must make every effort to sell the maximum amount of space that is available. Space that is not sold will be made available to PCMC for self-promotion.
- To assist in promoting sales, PCMC shall provide UOA with monthly passenger figures, copies of timetables, transit maps and other relevant materials that it may have.

Exclusions –

- PCMC reserves the right to up to two advertising spaces on each bus for self or co-op promotion purposes. If this right is exercised, the cost to PCMC shall be actual production costs only.
- Only display medium/materials that fit into the existing overhead display areas in PCMC's bus fleet shall be used. Electronic or audio advertising is not allowed.

Restrictions on Advertisers – No Public Forum Created

- UOA must apply reasonable restrictions when accepting materials for display or soliciting potential advertisers to ensure that materials displayed are not contrary to the international resort character of the PCMC, and are not otherwise obscene, libelous, or offensive to the general public. Displays which depict people, groups, issues or offices in a degrading or demeaning way are prohibited. Advertising of tobacco products or alcoholic beverages is prohibited. The primary goal of this contract is to raise revenue and utilization of the advertising spaces shall promote an appearance of political neutrality (campaign signs are not allowed). Ads may not depict graphic violence, nudity, profanity, false or misleading statements, nor promote use of unlawful goods or services or the commission of unlawful conduct.

- Any advertising material that does not meet the above criteria, in the sole discretion of PCMC, shall be immediately removed from PCMC's buses by the proposer at the proposer's expense.

Responsibility of UOA –

- Advertising rates and charges shall be published and a schedule of those rates will be furnished to PCMC.
- All advertising shall be displayed in a neat and workmanlike manner and periodic maintenance shall be performed to maintain this appearance. PCMC reserves the right to require the removal of unsightly or dated material.

Addendum "B"

COMPENSATION AND REVENUE SHARING

Compensation to Utah Outdoor Advertising, Inc. shall be fixed service fee of One Thousand Dollars ($1,000.00) per month payable quarterly or semiannually plus revenue sharing of 44% to Service Provider and 56% City, after deducting fixed service to fee. In addition to the fee, the City and Service Provider shall share revenues according "Addendum B", the proposed compensation included in Service Provider proposal, dated May 14, 2008, or as subsequently agreed to by both parties in writing.

UTAH OUTDOOR ADVERTISING
1675 NORTH BECK STREET SALT LAKE CITY, UTAH 84116
PHONE: 801-983-8000 FAX: 801-328-0955

May 14, 2008

Park City Municipal Corporation
Attn: Darren Davis/ Transit Operations Supervisor
1053 Iron Horse Drive
Park City, Utah 84060-1480
Phone: 435-615-5356
Fax: 435-615-4904

Dear Park City Municipal Corporation/ Mr. Darren Davis:

Utah Outdoor Advertising has reviewed and can execute the Park City Municipal Corporation Service Provider/ Professional Services Agreement.

Kind Regards,

James M. Rogers
Sales Manager
Utah Outdoor Advertising
801-983-8000 Office
801-328-0955 Fax
801-891-6932 Cell
jamesrogers@utahsign.com

We propose the following compensation schedule:

- Fixed $1,000.00 (One Thousand Dollars) per month paid Semi Annually or Annually for management, maintenance and accounting.
- Revenue sharing percentage of 56% to PCMC and 44% to Utah Outdoor Advertising after deducting the fixed payment.
- We agree to "all terms" outlined in your RFP.

Please find herewith our large media presentation portfolio to reacquaint you with our ongoing abilities and skills. We also have included our current rate schedule that is broken down into the seasons. They are winter, summer and the Sundance Film Festival Campaign.

If you have concerns that have not been addressed, or anything that seems to be missing from this proposal please do not hesitate to call. Utah Outdoor Advertising looks forward to continuing our relationship with PCMC as well as the current and future clients advertising on the Park City Transit System.

Kind Regards,

James M. Rogers
Sales Manager
Utah Outdoor Advertising
801-983-8000 Office
801-328-0955 Fax
801-891-6932 Cell
jamesrogers@utahsign.com

2007 - 2008 Rate Sheet Winter Season
(November 07 – April 08)

Park City Transit Advertising

2005 – 2006 Ridership

1,869,753

2007 – 2008 Net Rate **

$3,000

(11" X 21" Interior Bus Panel)

Contract Options **

1. Full Advanced Payment: $2,700 (10% Discount)
2. Installment Payments of: $500 Deposit + 5 Payments of $500 billed monthly. Billing Cycle begins December 1, 2007

Rates are based on a full showing (One ad in every bus)
Production and artwork not included. (All production copy must be produce through Park City Transit Advertising).
Production costs are $650.00 including installation for all 27 buses.
Artwork can be provided for $35.00 per hour.

Quote by Bob Wheaton (Deer Valley CEO) on Deer Valley being ranked the No. 1 Ski Resort in North America.
By Jay Hamburger, Of The Record Staff
Wheaton said "the top ranking reflects on Park City as a ski destination, saying that the magazine Voters commented about Park City's bus system and Main Street".

2008 Sundance Film Festival Rate Sheet
(Winter 2008)

Park City Transit Advertising

2004 – 2005 Sundance Ridership
399,245

2008 Net Rate
$4,200

(11" X 21" Interior Bus Panel)

Contract Options **

1. Full Advanced Payment: $4,200.00
   Due when Invoiced.

Rates are based on a full showing (One ad in every bus)
Production and artwork not included. (All production copy must be produce through Park City Transit Advertising).
Production costs are $650.00 including installation for all 27 buses.
Artwork can be provided for $35.00 per hour.

2008 Sundance Film Festival Rate Sheet
(Winter 2008)

Park City Transit Advertising

<u>2004 – 2005 Sundance Ridership</u>
399,245

<u>The Mountain</u>

Mountain's are 3' X 4' panels placed on the ceiling of the bus. There are 4 to 5 per bus depending on the bus model.
<u>Rate</u>
$700 Per Unit Per Bus
$250 Production and Installation per unit

<u>The Canyon</u>

The Canyon is 4 to 5 Mountain's on one piece of creative for clients who want to own the entire ceiling of a particular bus.
Rate
$2,500 Per Bus
$950 Production and Installation per unit

<u>Contract Options</u>

1. Due when Invoiced.
(All production copy must be produce through Park City Transit Advertising)

2008 Rate Sheet Summer Season
(May 2008 – October 2008)

Park City Transit Advertising
<u>2005 – 2006 Ridership</u>
1,869,753

<u>2008 Net Rate **</u>
$1,100

(11" X 21" Interior Bus Panel)

<u>Contract Options **</u>

1. Full Advanced Payment: $990 (10% Discount)
2. Installment Payments of: $600 Deposit + 5 Payments of $100 billed monthly. Billing Cycle begins May 1, 2008

Rates are based on a full showing (One ad in every bus)
Production and artwork not included. (All production copy must be produce through Park City Transit Advertising).
Production costs are $650.00 including installation for all 27 buses.
Artwork can be provided for $35.00 per hour.

PARK CITY TRANSIT

ADVERTISING

Attachment 1

NON-COLLUSION AFFIDAVIT

I state that I am (sole owner) (a partner) ~~(officer of the foregoing corporation)~~ (agent of the above bidder) of Utah outdoor Advertising inc and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder, except as disclosed on the attached appendix.
(2) That neither the price(s) nor the amount of this bid, and neither the approximate prices(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening/closing.
(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or competitive bid or other form of complementary bid.
(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other form of competitive bid.
(5), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached appendix.

I state that Utah outdoor Advertising understands and acknowledges that the above representations are material and important, and will be relied on by Park City Municipal Corporation in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Park City Municipal Corporation of the true facts relating to the submission of bids for this contract.

[signature]
Name of Person

Vice President
Position

Attachment 2

City Council
Staff Report

Subject:	**SLC-PC Transit Plan Letter of Intent**
Author:	**Kent Cashel**
Department:	**Public Works**
Date:	**June 19, 2008**
Type of Item:	**Legislative**

Summary Recommendations:
Authorize Staff to execute a Tri-Party Letter of Intent with the Utah Transit Authority and Summit County to cooperatively develop a plan for implementing a Salt Lake City to Park City transit service. Once this plan is completed, Staff will return to Council for specific action on an inter-local agreement and plan adoption.

Background:
The City's Short Range Transit Development Plan (SRTDP) sets forth capital, operating, management and institutional goals for the development of transit.

Since as early as 2000 the City's SRTDP has identified a SLC-Park City transit service as something the City should study and consider implementing.

The City's current SRTDP (FY2007-2014) also identifies an SLC-PC service as a service alternative to further study and consider for implementation. The SLC-PC commuter service concept has not yet been fully developed nor has transit funding been identified to pay for such a service.

Staff has been working cooperatively with the Utah Transit Authority (UTA) since as early as 2004 to answer the following questions regarding an SLC-PC transit link:

1. Is there sufficient demand to support a SLC-PC Transit service?

2. What would this service look like (e.g., route, stops, hours, frequency, equipment and etc.)?

3. Who would operate the system?

4. What would the costs be and how would these be financed?

In 2006, Staff conducted a transit demand survey and a concept level planning study for a SLC-PC transit service. Later in 2006 Staff worked with UTA and a team of University of Utah Planning students to further explore the service. These studies both indicated a strong level of rider demand for a SLC-PC transit link. This demand is for trips beginning and ending in both SLC and Park City. The studies also indicate that a SLC-PC transit service is feasible and warrants further study and consideration.

Both studies found that the largest concentration of potential riders desire to board\disembark at the Old Town Transit Center, Kimball Junction, Jeremy Ranch, Mouth of Parleys Canyon, the University of Utah, Downtown Salt Lake and the Salt Lake Central Transit Center (Commuter and Light Rail connection).

A potential route to serve this demand would run from the Old Town Transit Center, then north on SR-224, stop at Redstone, then west on I-80, stop at Jeremy Ranch Park and Ride, stop at mouth of Parley's Canyon, North on Foothill Drive, stop at UofU, West on 4th South to Salt Lake Central Station. This express route would take approximately 50 minutes from PC Transit Center to SLC Transit Center.

This study's also indicates that this type of commuter service will require specialized buses that are larger, more powerful and more comfortable than the buses we use here in the City. These buses would require larger service bays, additional maintenance equipment, and additional maintenance training and expertise. One way to address these maintenance and operations challenges may be to have maintenance work conducted by UTA and the service operated by Park City Transit (whose operating costs are far lower than UTA's).

While much work needs to be completed to determine a final budget for a SLC-PC service the studies indicate that Capital expenses for 6 buses, 12 improved stops (not park and rides) could require an initial investment of $3,600,000.

Initial annual operating costs depending on days, hours and frequency of service would range from $2.2 million - $3 million ($750,000 - $1,000,000 a year split equally between UTA, Summit County and PCMC). Thus, costs could be as much as $6.6 million in the first year of service. It is important to note these numbers are concept level only. However, they do provide a rough idea of the investment that would be required for such a service.

While the previous studies provide some background for understanding what a SLC-PC transit service would look like many questions still remain unanswered? Those questions fall into four major categories. Those categories are:

1. <u>Operational questions:</u> What is the optimal routing? What are the optimal days and hours of service? What type of equipment is appropriate? Should the service be operated as a partnership, and if so who operates service and who maintains equipment?

2. <u>Financial questions</u>: What are current capital and operating costs for a SLC-PC service? Are costs shared, and if so how are they allocated? What funding sources are available to finance such a service?

3. <u>Institutional questions</u>: If the system is operated by one entity how is it effectively integrated into the other entities routing and schedules. How are human resource issues addressed (e.g., UTA collectively bargains with its transit

operator's union)? How is risk management (liability and insurance) addressed? What is the optimal operating agreement to govern the co-operations and cost sharing that would be required to provide financing for such a system?

4. Legal and Legislative questions: This system will have to be operated across three different transit district boundaries (UTA, PC and Summit County) what, if any, legal and legislative hurdles must be overcome?

Clearly there is much work yet to be done, and to complete this work will require a significant investment of staff time. Staff believes it is important to ensure all the involved parties clearly understand this commitment. And further, that each of the parties' governing bodies have made a formal statement of their intent to work cooperatively to answer the remaining questions, to develop a service plan and then to expeditiously review that plan and adopt, amend or deny adoption of that plan.

Analysis:
The City has used a letter of Intent in numerous successful cooperative efforts in the past (e.g., Park City Summit County Transit and PCMC-PCSD Joint Transportation Task Force). These non-binding agreements have proved invaluable in the early stages of cooperative projects. The LOI will formally communicate each of the involved party's intent to cooperate and to complete the project. Staff has drafted and attached a Tri-Party letter of Intent for this project.

This LOI spells out the parties' (UTA, Summit County and PCMC) intent to work cooperatively to:

1. Answer the questions detailed in the background section above.
2. Develop a detailed service plan.
3. Review, adopt\amend\deny the plan in an expeditious fashion.

It is important to note that the LOI is non-binding and does not commit the City to any financial or resource obligation at this point.

Service Plan Timeline
While a specific project timeline has yet to be developed Staff believes it is reasonable to expect something similar to the following deliverable dates:

1.	Complete LOI Execution:	June 2008
2.	Form Working Group	July 2008
3.	Begin Meeting & Study	August 2008
4.	Complete Study	January 2009
5.	Draft Report	February 2009
6.	Present Draft Report	March 2009
7.	Request Plan Adoption	April 2009

Service Implementation Horizon

The table below will provide Council with a general idea of action items that will need to be completed prior to any service implementation and when an SLC-PC service might be implemented.

Action Item	Time Required	Estimated Completion
Complete and adopt service plan	10 Mos - Year	April 2009
Secure financial assistance	2 – 3 years	April 2011
Procure equipment\build facilities	1 year	April 2012
Service implemented	-	April 2012

While there are ways this timeline could be shortened, in general, new transit service elements take 3-5 years from initial planning until buses begin rolling. Given this long lead time, Staff recommends Council authorize execution of the attached LOI so that the planning process can begin and a timely decision can be made regarding this service. Staff will provide ongoing updates to Council Liaisons and Council.

Department Review:

This Staff report has been reviewed by the City Manager's Office and the City Attorney's Office. All comments received from these offices have been incorporated into this report and attached documents.

Alternatives:

A. Approve the Request:

Authorize Staff to execute a Tri-Party Letter of Intent with the Utah Transit Authority and Summit County to cooperatively develop a plan for implementing a Salt Lake City to Park City transit service.

B. Deny the Request:

Council could deny Staff's request.

C. Continue the Item:

Council could continue the item.

D. Do Nothing:

Council could do nothing.

Significant Impacts:

Park City\Summit County's current SRTDP anticipates numerous service enhancements in its seven year planning horizon (2007-2014). These enhancements include expanding service to Heber\Kamas areas, the City's New Park and Ride, and the Quinn's Junction Area.

It is likely, that to fund an additional commuter service (such as the SLC-PC service) would require either the identification of a new funding source for transit or the elimination of some other planned service expansion. While this decision need not be made now, the funding question will need to be addressed in the future should Council decide to implement a SLC-PC transit service.

Recommendation:
Authorize Staff to execute a Tri-Party Letter of Intent with the Utah Transit Authority and Summit County to cooperatively develop a plan for implementing a Salt Lake City to Park City transit service.

Tri-Party
Transit Improvement Plan - Letter Of Intent

This Letter of Intent is made and entered into this ____ day of _____ 2008, by and between Utah Transit Authority (UTA), Summit County (County) and Park City Municipal Corporation (PCMC) (collectively referred to herein as the "Parties").

Purpose: The purpose of this Letter Of Intent (hereinafter referred to as the LOI) is to clarify the understanding of Utah Transit Authority, PCMC and the County regarding cooperation on developing a detailed transit plan to provide a public transportation link between Park City's Old Town Transit Center, Kimball Junction and UTA's Salt Lake City Central Station (hereinafter referred to as the Transit Improvement Plan). The Parties agree to use best efforts to adhere to the concepts, ideas and tasks identified in this LOI. These concepts, ideas and tasks are not binding on the parties.

Whereas, regional collaboration and partnerships are high priorities for both Parties; and

Whereas, the Parties recognize that public transportation and traffic management are both regional issues that require regional collaboration; and

Whereas, the Parties acknowledge that the first step in providing enhanced public transportation is to have a clear understanding of the capital, institutional and management issues that must be addressed and financed; and

Whereas, the parties acknowledge that completing a Transit Improvement Plan will require a significant investment of staff resources and it is useful to have formal commitment of those resources in advance of beginning a cooperative effort; and

Whereas, it is the intention of the Parties to communicate, interact, and cooperate in good faith to develop, formally review and adopt, amend or reject a detailed Transit Improvement Plan.

Therefore, the Parties intend to work cooperatively, and in good faith, on the following:

A. The Parties agree that a Transit Improvement Plan is needed to clarify transit demand and the operating characteristics of a well designed PC-SLC transit service. The Parties intend to work cooperatively and expeditiously to accomplish the following:
    a. Determine rider demand (including geo location of that demand) for a SLC-PC route.
    b. Determine route and stops to efficiently and effectively serve that demand.
    c. Determine equipment and facilities necessary to efficiently and effectively serve transit demand.

B. The Parties agree that a Transit Improvement Plan is needed to clarify the institutional and management challenges that must be addressed to put a PC-SLC transit route into operation. The Parties intend to work cooperatively and expeditiously to accomplish the following:
    a. Identify legal and\or legislative restrictions that may affect the entities ability to provide service outside their district boundaries. Develop strategies to address these challenges.
    b. Identify risk management challenges that would exist in a cooperatively operating a transit system. Develop strategies to address these challenges.
    c. Identify human resource challenges that would exist in a cooperatively operated transit service. Develop strategies to address these challenges.

C. The Parties agree that a Transit Improvement Plan is needed to clarify the financial commitment that will be required to put a PC-SLC transit route into operation. The Parties intend to work cooperatively and expeditiously to accomplish the following:
    a. Develop a cost sharing methodology for financing the transit service.
    b. Develop a plan for cooperatively pursuing Federal and State financial assistance to aid in funding this transit service.
    c. Develop a plan to provide required local funding to operate this transit service.

D. The Parties agree that a Transit Improvement Plan will only be implemented after formal review and approval of the governing body of each program participant. When the Transit Improvement Plan is completed, the Parties agree to expeditiously review the plan, hold any required public hearings and to formally adopt, reject or amend the plan as each governing body deems appropriate and in its best interests.

E. The Parties agree to give advanced notice to the others if a different course of action or decision contrary to the terms herein is contemplated.

City Council Staff Report

Subject: Public Work Soils Replacement Project
Author: Pace Erickson
Department: Public Works
Date: June 19, 2008
Type of Item: Legislative

Summary Recommendations:
Authorize the City Manager to enter into a contract in a form approved by the City Attorney's office with Daley Excavators for the removal of contaminated soils and refill with clean material at the Public Works Maintenance Facility in the amount not to exceed $114,502.

Description
Topic: Soil Removal / Replacement Project

Background:
On May 5th 2005, (PCMC) Park City Municipal Corporation and (UPCM) United Park City Mine signed a Memorandum of Understanding agreement allowing property owner's residing within the Soils Ordinance Boundary to dispose of soils to the Richardson Flats Repository. For the last 25 years, soils ordinance property owners as well as the City have been mandated to dispose of mine waste impacted soils to a permitted landfill. However, as a result of the City Council's decision to locate a repository within Richardson Flats, this unit will act as a consolidation point for all mine impacted soils.

The time frame for utilizing the Richardson Flats Repository will be as long as UPCM keeps the consolidation area open. During the time the repository is accessible property owners have the opportunity to export generated soils without the burden of excessive landfill disposal costs. Typically, non-hazardous disposal cost can run a property owner up to $60/cubic yard and worst case scenarios have resulted in $150/cubic yard for the disposal of extremely impacted soils.

The Richardson Flats repository is a central location for containing and consolidating Bevill Exempt mine related wastes within a permitted repository. As a result, such use is a substantial cost savings to mitigate property within the Silver Creek Watershed. Material entering the repository will be exempt from dumping (tipping) fees, with the exception of a $2.25 per cubic yard charge for grading incoming soils.

The Public Works facility was constructed in 1997. During construction contaminated soils were detected on site. To mitigate this problem, this soil was graded out on site and caped in compliance with City ordinance.

The Public Works department continues to grow, particularly the Transportation Department. The City and County are working together to expand transit services. More buses and staff will be needed to accommodate this growth, Equipment storage is already exceeding capacity and personnel is overcrowded in some areas of the building.

Analysis:
The soils remediation project is the first step in preparing the site for the bus storage facility anticipated in 2009-10. The soils remediation project will be divided into two phases.

Phase one will include removing the contaminated soil and transporting to Richardson Flat Soil Repository. Clean construction material will be brought in and compacted to maintain proper grades. Staff estimates up to 3,500 cubic yards of contaminate soil will be hauled to the soils repository and 3,200 cubic yards of clean fill will be hauled in to replace removed soils.

Phase two will consist of final grading and temporary asphalting the parking lot. This portion of the project could be added to the 2008 Pavement Management Contract.
The project is located in the north-east corner of the Public Works Facility. The dimension of the project is roughly 70 x 90 equaling 6,200 square feet of additional parking space. Staff estimates the contaminated soil reaches up to ten feet deep.
Funds are designated in the CIP fund and are appropriated under line items
CP 0168, 0172 and 0115.

The sealed bid notification/process was advertised in the Park Record and Salt Lake Tribune November 10, 2007 thru November 17, 2007. Seven contractors picked-up a bid package. November 21, 2007 Staff held a pre bid meeting. Bid proposals were accepted until 1:00 PM November 26, 2007. Only one bid was received.
The bid from Daley Excavators meets all of the requirements requested in the RFP. While only one bid was received, Daley Excavators has been doing satisfactory work for the City for years and was the only bidder. Due to the winter closure of Richardson Flats repository construction was delayed until this spring. Staff feels Daley Excavators bid is reasonable and recommends approval of the contract to Daley Excavators.

Department Review:
City Managers Office, Public Works, Legal, and Building.

Alternatives:

A. **Approve:**
   Authorize the City Manager to enter into a contract in a form approved by the City Attorney’s office with Daley Excavators for the removal of contaminated soils & refill with clean material at the Public Works Maintenance Facility in the amount not to exceed $114,502.
B. **Deny:**
   Deny the request and choose not to removal the soils.
C. **Modify:**

Council could direct staff to rebid or make changes to the project.

D. **Continue the Item:**
   Council could direct staff to continue the item.

E. **Do Nothing:**

Significant Impacts:
At some point the soil repository will no longer accept contaminated material forcing the City to transport material to Tooele County for disposal. This would significantly increase the cost. Daley Excavators has been doing satisfactory work for the City for years and was the only bidder.

Consequences of not taking the recommended action:
The contaminated soil will stay on site and no parking lot will be built.
The bid is reasonable and contractors interested in this project are limited.

Recommendation:
Authorize the City Manager to enter into a contract in a form approved by the City Attorney's office with Daley Excavation for the removal of contaminated soils, and refill with clean fill from the Public Works site in the amount not to exceed $114, 502.

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____________, 2007, by and between PARK CITY MUNICIPAL CORPORATION, P O Box 1480, Park City UT 84060, a municipal corporation of the state of Utah (hereinafter "City"), and **DALEY EXCAVATORS, LLC.**), which is a (*check one*) ___ corporation ___ partnership ___ sole proprietorship ___ limited liability company (hereinafter "Contractor").

PURPOSE: For the project known as the (project name) (hereinafter "Project"), which consists of (brief description of work and address).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

SECTION 1. SCOPE OF WORK. Contractor shall furnish all labor, materials and equipment to complete the Project, consisting of the work described in the Information for Bidders as the Basic Bid, and the following additive alternates:______________ ______________, as specifically set out in the contract specifications, which is made a part hereof by reference, herein called the "Project."

The Project will be bound by the specifications referenced herein, according to the Advertisement for Bid, the Information for Bidders, the General Project Requirements and Specifications provided by City, the Bid of the Contractor, Bid Bond, Drawings, Notice of Award and Notice to Proceed, collectively referred to as the Contract Documents, all of which are incorporated herein by reference and on file in the ___________ Department. To the extent that this Agreement conflicts in any way with a proposed form agreement which may have been submitted as part of the bid specifications, this Agreement shall control.

If any of the work performed by Contractor in any phase of the Project does not meet City standards as outlined in the bid documents and specifications, then Contractor shall immediately repair or correct the work at no additional cost to City.

A. SUBCONTRACTORS. No part of this contract shall be subcontracted by the Contractor without prior written approval by City through the Project Manager/Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall, within ten (10) days of submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers and materialmen who supplied services or materials to the Project have been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.

If the City reasonably believes that Contractor has failed to pay Subcontractors, materialmen, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the Contractor, either pay unpaid bills or withhold from the release of Contractor's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

B. STANDARDS OF WORKMANSHIP. Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where Park City specifications exist (for example, asphalt, concrete, irrigation, sprinkling system and landscaping), they shall provide the benchmark for determination of acceptability.

C. INSPECTION AND TESTING. All materials and equipment used in the construction shall be subject to inspection by the Project Manager/Engineer. If laws, ordinances, rules or regulations of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than Project Manager/Engineer, the Contractor shall give the Project Manager/Engineer timely notice of readiness. Inspections, tests or approvals by the City or appropriate authorities will not relieve the Contractor from obligations to perform the work in accordance with the requirements of the Contract Documents and/or provisions. The Project Manager/Engineer and other designated persons will at all times have access to the work. All work shall ultimately be inspected for final acceptance by the Project Manager/Engineer within a reasonable time upon receipt of notice from the Contractor that work is complete and ready for final inspection.

During construction, the work will be inspected and observed by the Project Manager/Engineer or his designated representative. All work that is deficient or does not meet specifications shall be removed and replaced with proper material at Contractor's expense.

D. WARRANTY. Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of at least one (1) year following the date of substantial completion of the Project under the terms of the performance bond or as provided in the project specifications and construction documents, whichever is longer.

SECTION 2. PERFORMANCE AND PAYMENT BONDS. Contractor shall furnish to the City payment and performance bonds satisfactory to the City guaranteeing

Contractor's payment and performance, in the amount, for each separately, of one hundred percent (100%) of the Contract Amount.

SECTION 3. INSURANCE. Unless otherwise specified in the bid documents, the Contractor 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 Contractor, their agents, representatives, employees, or subcontractors.

The Contractor shall provide a Certificate of Insurance evidencing:

> **A.** Commercial General Liability insurance written on an occurrence basis with limits no less than two million dollars ($2,000,000) combined single limit per occurrence and four million dollars ($4,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if specifically requested; and employer's practices.
>
> The Contractor shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.
>
> **B.** Automobile Liability insurance with limits no less than two million dollars ($2,000,000) combined single limit per accident for bodily injury and property damage.
>
> **C.** Workers Compensation insurance limits written as follows:
> Bodily Injury by Accident $500,000 each accident;
> Bodily Injury by Disease $500,000 each employee, $500,000 policy limit

The City shall be named as an additional insured on the insurance policies and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to request certified copies of any required policies.

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

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor the total sum of **ONE HUNDRED FOURTEEN THOUSAND FIVE HUNDRED AND TWO DOLLARS.** ($114,502.00). (insert amount, *in words*) ($ numerically) ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the Scope of Work described in Section 1.

SECTION 5. PERMITS AND FEES. As set out in Section 4 above, the Contract Amount includes the price of all normally applicable fees and permits. The City may, at its discretion, arrange for the waiver of certain fees, permits and expenses.

SECTION 6. TERMS OF PAYMENT. The City shall pay for services provided hereunder according to and in an amount not to exceed that detailed in the attached payment schedule (Attachment A) and only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

A. RETAINAGE. The City may, in its sole discretion; (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Agreement by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total project amount. As work nears completion and solely at the City's discretion, the City may reduce the retainage to an amount more in line with the work remaining. The City reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete. Any money withheld pursuant to this section shall be placed in an interest bearing account and the interest shall also be payable to the Contractor upon final payment.

Before final payment is made, the Contractor must submit evidence satisfactory to the City that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid for.

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until 105 days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor.

The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his request a signed statement verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the Project.

B. FINAL PAYMENT. Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands and liability of the Contractor, its officers, agents, employees and subcontractors, whether communicated or not by the Contractor, except with respect to those matters referred to in writing delivered to the Contractor and approved in a signed writing by the Project Manager.

SECTION 7. COMPLETION TIME. The work on this Project shall commence within ten days of receipt of the Notice to Proceed and shall be completed by (insert date). Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **One Hundred Dollars ($100.00)**, (NOTE: liquidated damages clause must be agreed to by Contractor, if no mutual agreement, then no liquidated damages) which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

SECTION 8. ADDITIONAL WORK/CHANGE ORDERS. The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested, and shall reduce the payment to the Contractor for any reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in order of precedence listed below:

A. An agreed lump sum; or in the event the parties cannot agree; then

B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then

C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

SECTION 9. DISPUTES. Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which is not disposed of by Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City shall be final and conclusive, but shall not be arbitrary or unreasonable. Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

SECTION 10. DEFAULT, REMEDY AND TERMINATION. The City may terminate this agreement upon the occurrence of one or more of the following events:

A. If Contractor or any Subcontractor should substantially violate any of the provisions of this contract;

B. If Contractor substantially fails to perform any part of this Agreement;

C. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy-two (72) hours;

D. If Contractor (1) shall become insolvent in a bankruptcy sense; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. '101[10]), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing,

After serving ten (10) days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within ten (10) days after serving such notice, the violation is not corrected to City's reasonable satisfaction, the City then may take over the work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed for the service herein.

The Contractor shall be entitled to a hearing before a City hearing officer upon the issue of termination if it submits a written request therefore within seven (7) days of the service of the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

The Contractor shall continue the performance of this agreement to the extent not terminated under the provisions of this section.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

SECTION 11. HOLD HARMLESS INDEMNIFICATION. The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and to 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 Contractor's 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 Contractor or others; and provided further, that nothing herein shall require the Contractor 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 Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. 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.

SECTION 12. CONTROLLING LAW. These general conditions shall be construed in accordance with and enforced under the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

SECTION 13. ASSIGNMENT. The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of the City, provided however, that claims for compensation due or to become due the Contractor from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to City.

SECTION 14. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices.

SECTION 15. SAFETY AND PROTECTION OF THE WORK. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or off the site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

The Contractor shall promptly remedy all damage or loss to any property referred to in this Section caused in whole or in party by the Contractor, any subcontractor, sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all cuttings, debris, equipment and unused material.

SECTION 16. UNENFORCEABLE CONTRACT, WAIVERS. In the event that any provision of this contract shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

SECTION 17. ENTIRE AGREEMENT. This contract represents the entire integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written modification signed by both parties.

SECTION 18. COMMENCEMENT OF WORK. Contractor will commence work as required by the specifications within ten calendar days after receiving the NOTICE TO PROCEED.

SECTION 19. UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments and any and all other necessary City work.

The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities, and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on the plans and specifications are approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Project work.

SECTION 20. HOURS AND DAYS OF WORK. All work performed by the Contractor, its subcontractors, material men, agents and employees shall be performed during work hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday unless otherwise specified in a Conditional Use Permit or Construction Mitigation Plan. In individual Construction Mitigation Plans, the Building Official may further reduce the hours or days of work for Special Events or as other circumstances may reasonably warrant. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed. Interior work, however, may be allowed Monday through Sunday, with no limitation on hours for the following types of construction:

A. Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries

B. Construction of decks, patios, landscape walls less than 4 feet in height, and fences on individual single-family lots

C. Non-mechanized exterior painting on individual single-family residences

D. Non-mechanized landscaping on individual single-family residences

E. Survey work not involving grading or use of power equipment to cut vegetation.

Extended Hours Special Permit. The Building Official may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation or modify or waive the hours of work on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants. In such cases, the Building Official shall issue a Special Permit identifying the extended hours. Contractor shall display the special permit on site.

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to the Art Festival, Film Festival, ski events, and holiday events.

<u>SECTION 21. CONSTRUCTION MANAGEMENT PLANS</u>. Contractor shall submit a Construction Mitigation Plan to be approved by the Community Development Department, for all building permits. The Community Development Department may waive this requirement for minor remodels, additions and interior construction where the impact on adjacent property is minimal. This plan shall be written and shall address, to the satisfaction of the Community Development Department.

A. Hours and Days of Operation. The Construction Mitigation Plan shall specify the daily construction start and finish times. Construction activity occurring outside of the times specified in Section 11-14-6 of the Park City Municipal Code may only be allowed by Special Permit issued by the Building Official or the City Engineer.

B. Parking. The Construction Mitigation Plan shall include a parking plan. Construction vehicle parking may be restricted at construction sites so as to not block reasonable public and safety vehicle access along streets and sidewalks. Construction parking in paid or permit only parking areas require the Public Works Department review and approve a parking plan. The plan shall also include anticipated temporary parking, e.g. delivery vehicles, large equipment parking.

C. Deliveries. The Construction Mitigation Plan shall identify proposed delivery locations and routes. Deliveries of construction materials and supplies including concrete may be regulated as to time and routing if such deliveries will cause unreasonable noise, parking, or access issues. In order to reduce the number of delivery trips to construction sites, the stockpiling of materials on or near the site may be required. In the case of multiple construction sites in close proximity, a common materials storage and staging site may be required.

D. Construction Phasing. Due to the narrow streets, small lot configuration, topography, traffic circulation, weather, construction parking and material staging problems, projects in the Historic District and other areas of the City may be required to be phased if more than one project is under construction in close enough proximity to create public safety or nuisance problems. In cases where phasing is deemed necessary by the Community Development Department**,** the first project to receive a building permit shall have priority, however, the Building Official shall have the authority to phase projects as necessary to assure efficient, timely and safe construction.

E. Trash Management and Recycling. Construction sites shall provide adequate storage and a program for trash removal**.**

F. Control of Dust and Mud on Streets. A program for the control of dust or other airborne debris shall be required. Provision must be made to eliminate the tracking of mud on streets and a program shall be required to remove any such mud daily.

G. Noise. Construction activity shall not exceed the noise standards as specified in Section 6-3-9 of the Park City Municipal Code.

H. Grading and Excavation. Because of the truck hauling involved in grading and excavation, restrictions on trucking routes as well as the hours of operation may be necessary to mitigate the adverse impacts from such operations. Destination and total cubic yards of excavated material shall be noted.

I. Construction Sign Requirements. A sign, indicating the name of the party responsible for the Project shall be posted in a location where such sign is readable from the street or driveway to the construction site. The sign shall not exceed 12 square feet in size, six feet in height and shall not exceed a letter type of 4". Information on the sign shall include, at a minimum:

1. Name, address and phone number of contractor;
2. Name, address, and phone number of person responsible for the project; and
3. Phone number of party to call in case of emergency.

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

A. The Contractor shall obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. Containers may be placed in setback areas, provided that the placement of the container does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street or to accumulate on the site outside of the container, or on transit to the landfill or dump. The owner or contractor shall service the container as frequently as needed to prevent trash from over-flowing.

B. The Project site shall have permanent toilets, or an approved temporary toilet facility positioned in a location approved by the Building Department, at the rate of one toilet per fifteen on-site employees (1-15 employees = one toilet, 16-30 employees= two toilets and so on).

SECTION 23. OBEY LAWS. Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.

SECTION 24. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

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

SECTION 25. THIRD PARTY RIGHTS. Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 26. PROJECT MANAGER/ENGINEER. The Project Manager/Engineer for this Project is ___________________, or such other person designated by the City Engineer or Public Works Director to the Contractor orally or in writing.

SECTION 27. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed, or sent by facsimile transmission certified mail, postage pre-paid, to the parties at the following addresses:

Contractor: __________________________, or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above;

Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

SECTION 28. SEVERABILITY. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this Agreement.

City Council
Staff Report

Subject: **The Pinnacle at Deer Valley**
Author: **Francisco Astorga**
Date: **June 19, 2008**
Type of Item: **Administrative – Plat Amendment**

PLANNING DEPARTMENT

Summary Recommendations

Staff recommends the City Council hold a public hearing and consider approving the Third Supplemental Record of Survey Map of The Pinnacle at Deer Valley based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Description

Applicant:	Pinnacle Condominium at Deer Valley Homeowners Association represented by Jeff Scheiman, President
Location:	1375 Deer Valley Drive South
Zoning:	Residential Development (RD) with Master Planned Development Overlay (MPD)
Adjacent Land Uses:	Residential Development with Master Planned Development Overlay to the north, south, east, and west
Reason for Review:	Plat amendments require Planning Commission review and City Council approval

Background

On March 11, 2008, the City received a completed application for the Third Supplemental Record of Survey Map of The Pinnacle at Deer Valley plat amendment. The property is located at 1375 Deer Valley Drive South in the Residential Development (RD) zoning district with Master Planned Development Overlay (MPD). The proposed plat reconfigures the private entry roadway to free up land to facilitate the development of a common area structure to house managing offices, storage, dumpster storage, vehicle maintenance storage, parking, and other proposed or existing improvements within the platted common area. The improvements and structure will be utilized for the benefit of Pinnacle at Deer Valley Condominiums only.

This application was reviewed at the May 14, 2008, Planning Commission Meeting. During this meeting a motion was passed to continue this item to the May 28, 2008, Planning Commission meeting to allow Staff to come back to the Planning Commission with additional information in regards compliance of the Deer Valley Master Planned Development open space requirements. The Planning Commission also requested to see clear details of the proposed structure, such as elevations and floor plans, and also the landscape plan.

On May 28, 2008, the Planning Commission reviewed the application and re-opened the public hearing. A positive recommendation was forwarded to the City Council with an additional condition of approval. The Planning Commission requested that additional trees be added to the landscape plan to buffer the view from the uphill units as indicated on condition no. 6 found in the draft ordinance.

Analysis

Staff finds good cause for this plat amendment to reconfigure the private entry roadway to facilitate the development of a structure and landscaping improvements within the common area. The applicant has submitted with the application an existing conditions topographic survey (Exhibit A – Topographic Survey) along with a composite (Exhibit B – Grading Plan/Improvements) that shows the proposed site plan improvements.

The existing entry roundabout and planter will be replaced with new rolled curb and gutter installed to create a tee intersection with existing Amber Way expanding the open space. The City Engineer has reviewed the new design and finds that the reconfigured roadway including parking layout should not change current traffic patterns nor should it increase traffic speeds. To facilitate access to the four proposed parking stalls the City Engineer has requested one yield sign to be installed on the intersection. The existing road widths of 30' and 25' will be maintained. Water and sewer easements are unchanged by this proposal. A new storm drain catch basin will be installed atop the existing line where it intersects the new curb as shown on the improvements plan.

The Pinnacle Condominiums at Deer Valley were approved in 1982 pursuant to the Park City Municipal Corporation LMC and the Deer Valley Master Planned Development. The open space requirement then was 60% (and still is). With the proposed improvements and open space expansion the site will contain 79% of open space. Exhibit C – Open Space Survey & Summary indicates the net increase of 2,653 square feet of open space with the proposed plat amendment. The Landscape Plan (Exhibit D) shows a total of 17 new deciduous trees, and plenty shrubs and perennials around the proposed structure.

The new structure (Exhibit E) will be built to match the existing condominiums. The building materials includes stone veneer at the base and vertical wood siding to match size and profile of siding of the existing condominiums. The roof material will be a standing seam metal. The structure will have an area for an office of 218 square feet and closed storage of 237 square feet located on the main level. The structures will also have a covered open dumpster storage area as well as maintenance vehicle storage of approximately 546 square feet combined. There is also a loft of 237 square feet dedicated for storage making the structure approximately 22 feet in height.

With regard to the previous Planning Commission hearing, James R. Blakesly, HOA's attorney, has written a letter in response to some of the Planning Commissioners inquiries. The letter dated May 19, 2008, Exhibit F, indicates that the main purpose for the entryway building was to have a place to house its trash dumpsters. The HOA lost its off-site lease. The location must be accessible by the trash pick-up truck and not unsightly so as to not detract from the property values or utility of the project. The letter further clarifies other needed uses for the structure including office space for the association, storage for office material, supplies, HOA books and records, recycling station, storage for building materials used for maintenance, parking for maintenance vehicles and equipment, and guest visitor parking. The plans show a post office box area but construction will be delayed until the HOA finds that there are more year-round residents.

Process
The applicant will have to submit a Building Permit application. Staff review of a Building Permit is not publicly noticed nor subject to review by the Planning Commission unless appealed. The approval of this application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18.

Department Review
This project has gone through an interdepartmental review. No further issues were brought up at that time.

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

Public Input
Staff has received two letters regarding this project, attached as Exhibit F.

Alternatives

- The City Council may approve the Third Supplemental Record of Survey Map of The Pinnacle at Deer Valley plat amendment as conditioned or amended; or
- The City Council may deny the Third Supplemental Record of Survey Map of The Pinnacle at Deer Valley plat amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on Third Supplemental Record of Survey Map of The Pinnacle at Deer Valley plat amendment.
- The City Council may remand the item back to the Planning Commission for specific discussion on topics and/or findings.

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

Consequences of not taking the Suggested Recommendation
The condominium entry area would remain as is and no construction could take place.

Recommendation
Staff recommends the City Council hold a public hearing and consider approving the Third Supplemental Record of Survey Map of The Pinnacle at Deer Valley based on the

findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

<u>Exhibits</u>
Exhibit A – Topographic Survey
Exhibit B – Grading Plan/Improvements
Exhibit C – Open Space Survey & Summary
Exhibit D – Landscape Plan
Exhibit E – Architectural Plans
Exhibit F – Correspondence

DRAFT ORDINANCE NO. 08-

AN ORDINANCE APPROVING THE THIRD SUPPLEMENTAL RECORD OF SURVEY MAP OF THE PINNACLE AT DEER VALLEY PLAT AMENDMENT LOCATED AT 1375 DEER VALLEY DRIVE SOUTH, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 1375 Deer Valley Drive South have petitioned the City Council for approval of the Third Supplemental Record of Survey Map of The Pinnacle at Deer Valley plat amendment; 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 May 14, 2008, and May 28, 2008, to receive input on the Third Supplemental Record of Survey Map of The Pinnacle at Deer Valley plat amendment;

WHEREAS, the Planning Commission, on May 28, 2008, forwarded a positive recommendation to the City Council; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the Third Supplemental Record of Survey Map of The Pinnacle at Deer Valley plat amendment.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Third Supplemental Record of Survey Map of The Pinnacle at Deer Valley plat amendment as shown in Attachment A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 1375 Deer Valley Drive South.
2. The zoning is Residential Development (RD) with the Master Planned Development Overlay (MPD).
3. The proposed plat reconfigures the private entry roadway to free up land to facilitate the development of a common area structure to house an office, storage, dumpster storage, and maintenance vehicle storage, parking, and other proposed or existing improvements within the platted common area.
4. The existing entry roundabout and planter will be removed with new rolled curb and gutter installed to create a tee intersection with existing Amber Way. The existing road widths of 30’ and 25’ will be maintained.
5. There is a net increase of 2,653 square feet of open space.
6. The amount of open space within the entire site will be increase to 79%.

7. The reconfigured roadway should not change current traffic patterns and increase traffic speeds.

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

Conditions of Approval:
1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void.
3. The structures will be utilized for the benefit of Pinnacle at Deer Valley Condominiums only and are designated common ownership.
4. All conditions of approval of the Deer Valley Master Planned Development shall continue to apply.
5. If a gate is proposed the applicant must follow the requirements of the Park City Land Management Code.
6. The development will provide one yield sign to control traffic at the intersection as requested by the City Engineer.
7. The landscape plan will include additional trees to buffer the view from the uphill units.

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

PASSED AND ADOPTED this 12th day of June, 2008.

Attachment A – Record of Survey plat

Attachement A - Plat

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the unit owners at the STAG LODGE CONDOMINIUM PROJECT acting as a group in accordance with the Declaration of Covenants, Conditions, and Restrictions for STAG LODGE, a Utah Condominium project, this Amended Record of Survey Map of STAG LODGE, which consists of 1 page, in accordance with the provisions of Section 57-8-13(1) of the Utah Condominium Ownership Act. I further certify the information shown hereon is accurate.

____________________ __________

John Demkowicz, LS #154491 Date

LEGAL DESCRIPTION

The common areas contained within THE PINNACLE AT DEER VALLEY, a Utah Condominium Project, together with an undivided 100% ownership interest in and to the common areas and facilities of the project as the same are identified and established in the original Record of Survey Map recorded December 15, 1982 as Entry No. 199263 and the Condominium Declaration recorded December 15, 1982 as Entry No. 199264 in Book M242 at Page 486, the First Supplemental Record of Survey Map recorded December 16, 1983 as Entry No. 214221 and the First Expansion Amendment to Condominium Declaration recorded December 16, 1983 as Entry No. 214222 in Book 281 at Page 794, the Second Supplemental Record of Survey Map recorded December 28, 1984 as entry No. 228750 and the Second Expansion Amendment to Condominium Declaration recorded December 28, 1984 as Entry No. 228751 in Book 325 at Page 508, and the Technical Correction to Second Expansion Amendment to Condominium Declaration recorded May 20, 1985 as Entry No. 234302 in Book 342 at Page 189 of the Official Records, in the office of the Summit County Recorder.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, the undersigned owner(s) of the herein described tract of land, hereby certify that they have caused this survey to be made and this Supplemental Record of Survey Map to be prepared and hereby consent to the recordation of this Supplemental Record of Survey Map.

____________________ __________

Jeff Scheiman, President Date

Pinnacle Condominiums Homeowners Association, Inc.

ACKNOWLEDGMENT

State of ____________:

ss:

County of ____________:

On this _____ day of ____________, 2008, personally appeared before me, the undersigned Notary Public, in and for said County and State, Jeff Scheiman, being duly sworn, acknowledged to me that he is the president of the Pinnacle Condominiums Homeowners Association, Inc., and that he signed the above Owner's Dedication and Consent to Record for, on, and in behalf of all of the unit owners at the Pinnacle Condominium Project acting as a group (under the name of the Pinnacle Condominium Homeowners Association, Inc.) in accordance with the Utah Condominium Ownership Act, U.C.A., Sections 57-1-1 et seq. (1963) as amended and supplemented, and the Declarations of Covenants, Conditions, and Restrictions for Stag Lodge Condominium.

____

A NOTARY PUBLIC COMMISSIONED IN, ______

____

Full Name (printed)

Residing in: ________________________

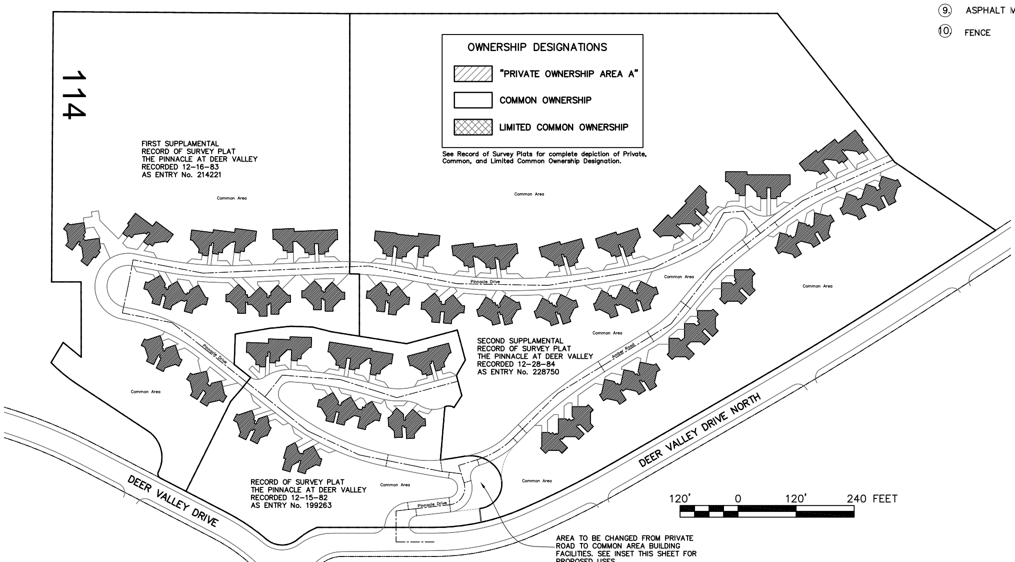
My commission expires: _______________

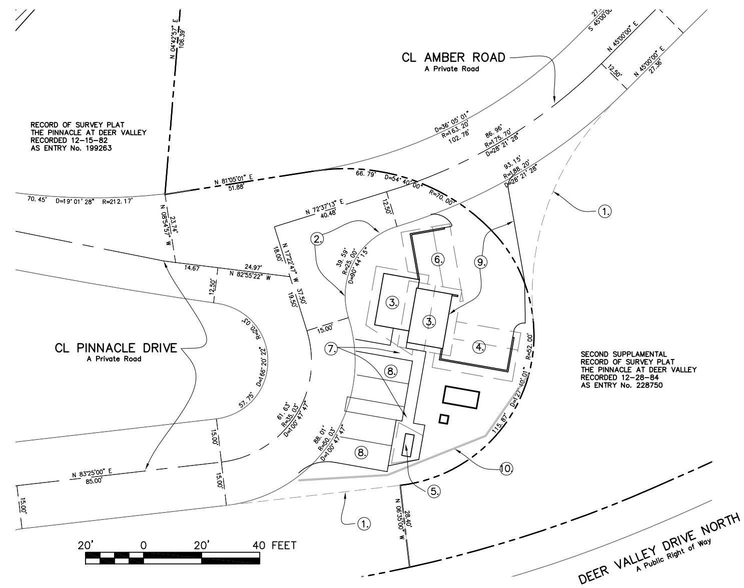
NOTES:

1. This Third Supplemental Record of Survey Map is an Amendment of the common area for all Phases, 1 through 3, together with all amendments thereto, to illustrate the current and expanded common area building improvements in conformance with the Utah Condominium Act.
2. All other conditions of approval of the Pinnacle at Deer Valley Condominium Project continue to apply.
3. Common Area Structure uses are, among other things: Parking, Mailbox Enclosure, Maintenance Vehicle Storage, Offices, Office Storage, Trash Dumpster Storage, and Infrastructure The PINNACLE HOMEOWNERS ASSOCIATION INC. reserves the right to use these Common Area Facilities for Other Purposes as permitted by the Declaration.
4. The Pinnacle at Deer Valley Homeowners Association is responsible for the maintenance of all 4" and 6" wastewater laterals.
5. At the time of any resurfacing of paved areas, the Pinnacle at Deer Valley Homeowners Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District (SBWRD) Standards. Prior notification of the adjustments and inspection by SBWRD is required.

KEY NOTE LEGEND:

1. LINE OF EXISTING PRIVATE ROAD EASEMENT TO BE RELOCATED AS NOTED.
2. LINE OF RELOCATED PRIVATE ROAD EASEMET.
3. OFFICE AND OFFICE STORAGE BUILDINGS.
4. MAINTENANCE VEHICLE STORAGE BUILDING.
5. COVERED MAILBOX ENCLOSURE.
6. TRASH DUMPSTER STORAGE BUILDING.
7. CONCRETE SIDEWALK.
8. ASPHALT PARKING STALLS.
9. ASPHALT MAINTENANCE VEHICLE DRIVEWAY.
10. FENCE





THIRD SUPPLEMENTAL RECORD OF SURVEY MAP

PINNACLE COMMON AREA

A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST S.L.B. & M.
PARK CITY, SUMMIT COUNTY, UTAH

PAGE 1 OF 1

JOB NO.: 8-11-07 FILE: x:\SPV\dwg\PPA\PLAT SHT 01.dwg

Alliance Engineering Inc
(435) 649-9467-PHONE
(435) 649-9475-FAX
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF __________, 2008 A.D. BY ____________ S.B.W.R.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF ________, 2008 A.D. BY ____________ CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF __________, 2008 A.D. BY ____________ PARK CITY ENGINEER	APPROVED AS TO FORM THIS _____ DAY OF __________, 2008 A.D. BY ____________ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _________, 2008 A.D. BY ____________ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 20th DAY OF ________, 2008 A.D. BY ____________ MAYOR	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF ____________ DATE ______ TIME _____ BOOK _____ PAGE _____ _________ FEE ___________ RECORDER

Exhibit A - Topographic Survey

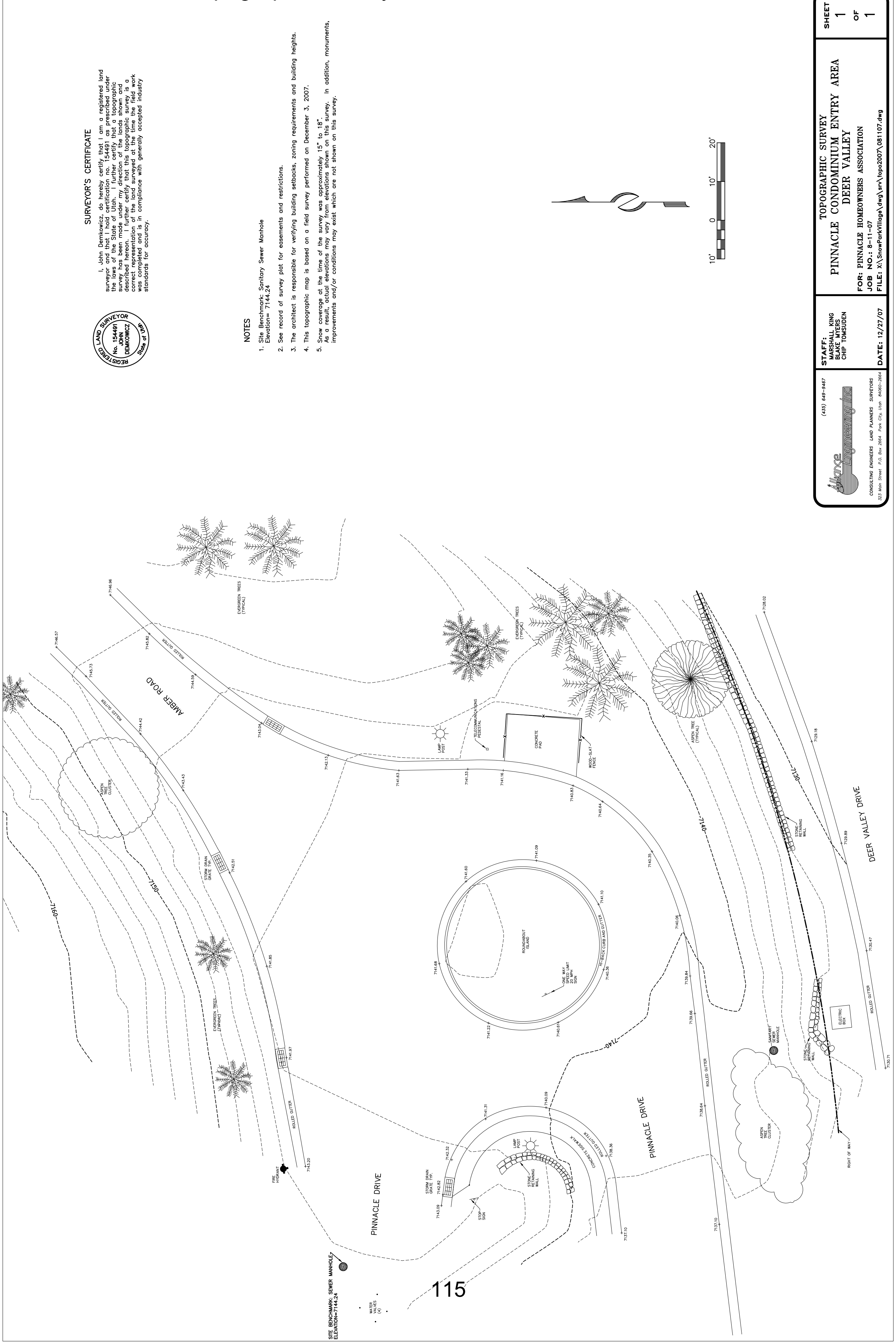
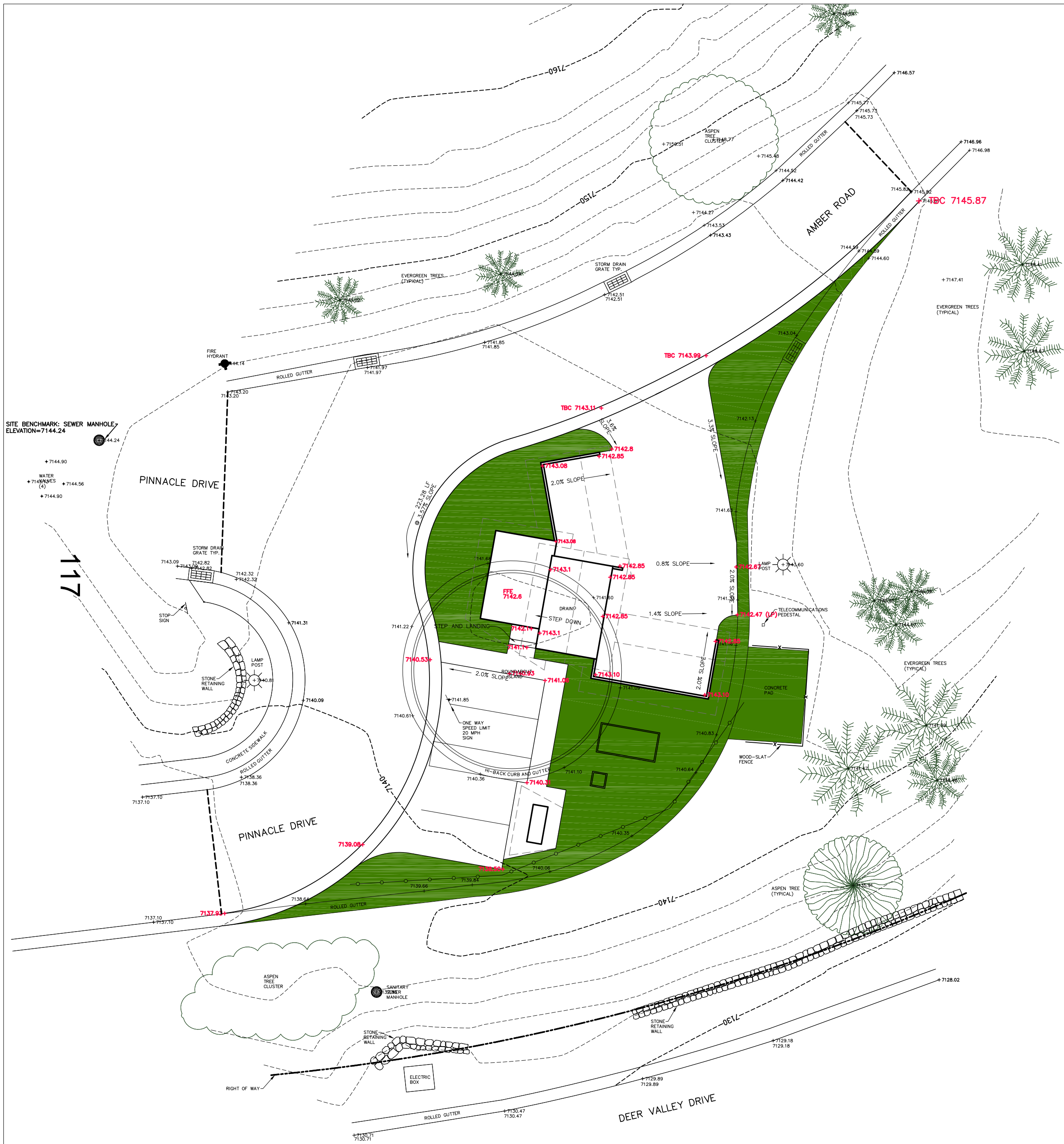


Exhibit B - Grading Plan/Improvements

Exhibit C - Open Space Survey



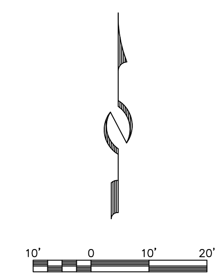
SURVEYOR'S CERTIFICATE

REGISTERED LAND SURVEYOR No. 154491 JOHN DEMKOWICZ State of Utah

I, John Demkowicz, do hereby certify that I am a registered land surveyor and that I hold certification no. 154491 as prescribed under the laws of the State of Utah. I further certify that a topographic survey has been made under my direction of the lands shown and described hereon. I further certify that this topographic survey is a correct representation of the land surveyed at the time the field work was completed and is in compliance with generally accepted industry standards for accuracy.

NOTES

1. Site Benchmark: Sanitary Sewer Manhole Elevation= 7144.24
2. See record of survey plat for easements and restrictions.
3. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
4. This topographic map is based on a field survey performed on December 3, 2007.
5. Snow coverage at the time of the survey was approximately 15" to 18". As a result, actual elevations may vary from elevations shown on this survey. In addition, monuments, improvements and/or conditions may exist which are not shown on this survey.



Alliance Engineering Inc (435) 649-9467
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF: MARSHALL KING, BLAKE MYERS, CHIP TOMSUDEN

DATE: 12/27/07

TOPOGRAPHIC SURVEY
PINNACLE CONDOMINIUM ENTRY AREA
DEER VALLEY

FOR: PINNACLE HOMEOWNERS ASSOCIATION
JOB NO.: 8-11-07
FILE: X:\SnowParkVillage\dwg\srv\topo2007\081107.dwg

SHEET 1 OF 1

Exhibit C - Open Space Summary

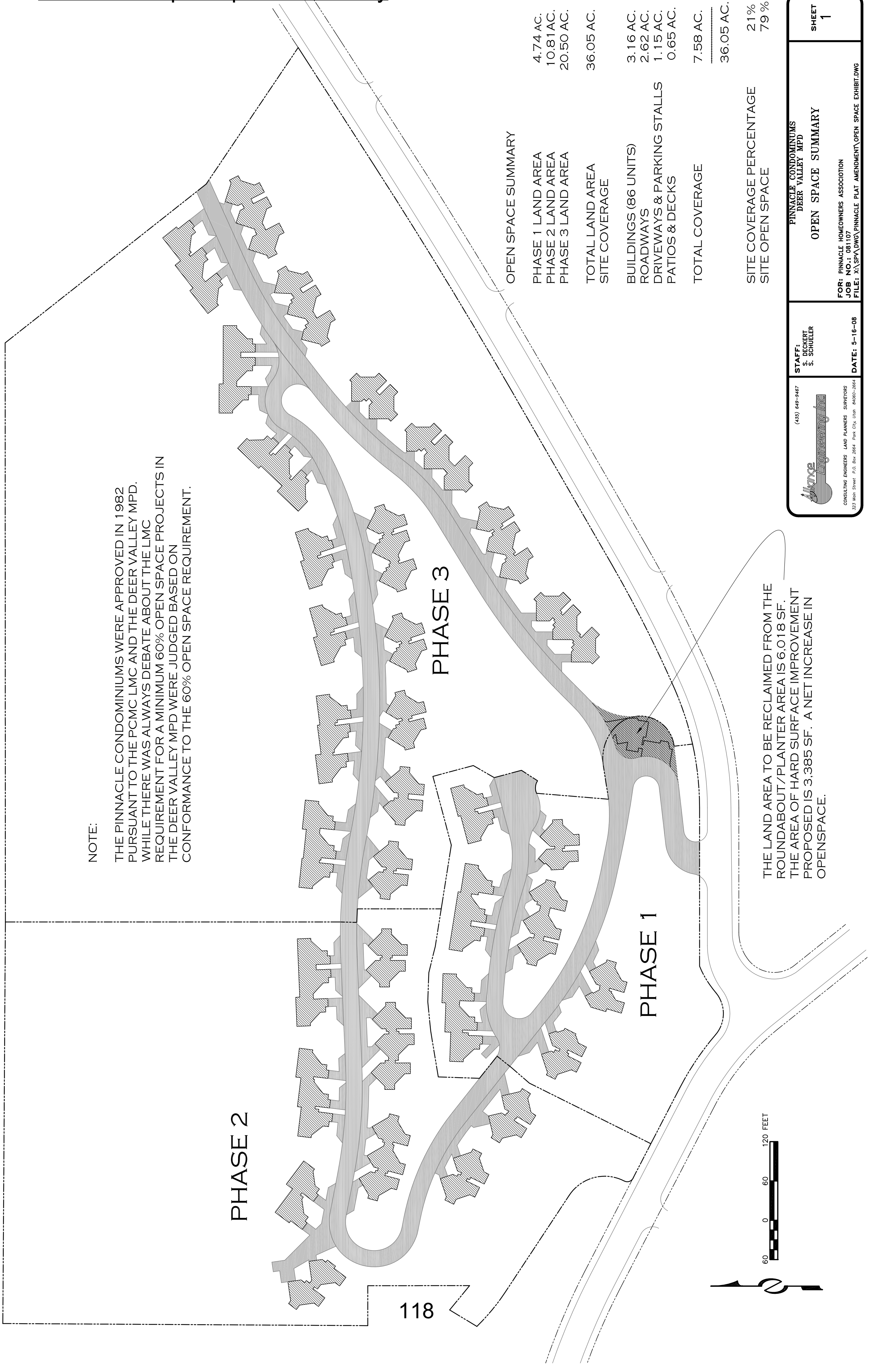


Exhibit D - Landscape Plan

Blake McCutchan
Landscape Architects & Land Planners
Blake / McCutchan Design, Inc.
1245 East Brickyard Road
Suite 595
Salt Lake City, UT 84106
801.467.0067
www.blakemccutchan.com

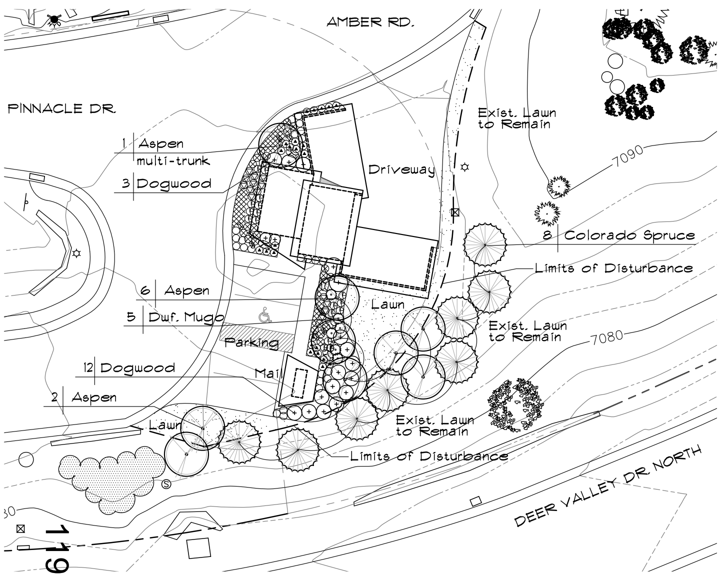
The Pinnacle Condominium Entry

a Gate House and Maitenance Facility for the Pinnacle HOA

The Pinnacle Condominiums
Deer Valley Drive North
Park City, Utah

Landscape Plan

SCALE: 1"=16'-0"



Landscape Notes

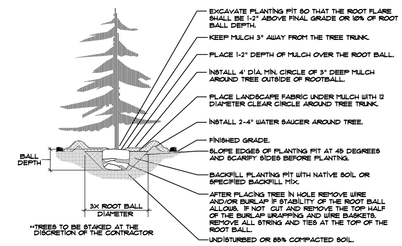
LANDSCAPE

1. Landscape construction to encompass areas disturbed within the Limits of Disturbance (LOD) and to include topsoiling, finish grading, irrigation, and planting. Additional tree plantings to occur outside the construction LOD within existing lawn areas. Adjust tree locations as necessary within existing lawn/irrigation areas to reduce impacts to existing irrigation system.
2. Provide smooth grade transitions between existing and new landscape areas and modify the existing irrigation as necessary in these areas to provide full irrigation coverage.
3. New landscape areas to receive 4" topsoil.
4. Planter bed areas to receive min. 3" organic mulch.
5. All new planter and lawn areas to contain min. 2% slope for proper drainage.

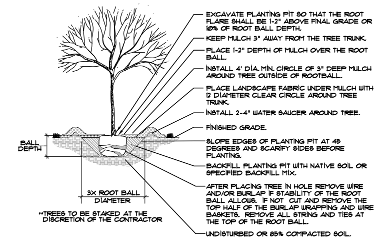
IRRIGATION

1. Modify existing irrigation system as necessary at LOD ares to provide proper coverage of existing and new landscape areas.
2. New planter bed areas to be irrigated with underground in-line emmitter irrigation system. Reuse existing (demolished) roundabout controller circuit for new planter bed irrigation valve zone.
3. All new irrigation zones to tie to existing controller location.

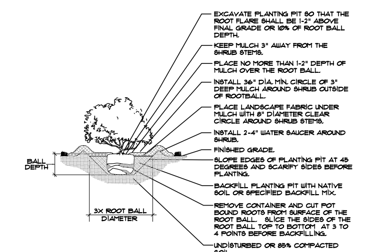
Landscape Details



A EVERGREEN TREE PLANTING
NOT TO SCALE



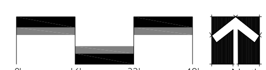
B DECIDUOUS TREE PLANTING
NOT TO SCALE



C SHRUB PLANTING
NOT TO SCALE

Plant Schedule

QUANTITY	SCIENTIFIC NAME	COMMON NAME	SIZE	SPACING
DECIDUOUS TREES				
8	Picea pungens	Colorado Spruce	7' - 8'	As Shown
9	Populus tremuloides	Quaking Aspen	2" Cal.	As Shown
DECIDUOUS SHRUBS AND PERENNIALS				
15	Cornus sericea 'Alleman's Compact'	Alleman's Compact Dogwood	5 gal.	4' o.c.
6	Pinus mugo mugus 'Pumilio'	Dwarf Mugo Pine	5 gal.	3' o.c.
2	Potentilla fruticosa 'Goldstar'	Goldstar Shrubby Cinquefoil	3 gal.	3' o.c.
PERENNIALS				
2	Cerastium tomentosum	Snow-in-Summer	flat/36	12" o.c.
24	Geranium 'Johnson's Blue'	Hardy Geranium	1 gal.	2' o.c.
24	Hemerocallis (red flower)	Daylily	1 gal.	2' o.c.
18	Iris sibirica 'Bennerup Blue'	Siberian Iris	1 gal.	2' o.c.
22	Leucanthemum superbum 'Maximum'	Shasta Daisy	1 gal.	2.5' o.c.
14	Rudbeckia fulgida 'Goldsturm'	Black Eyed Susan	1 gal.	2' o.c.
LAWN				
1,060 sf.	Rlsomatic Tall Fescue (RTF) Sod - Turf Company or approved equal		Sod	N.A.
BOULDERS				
12	Decorative boulders 3' - 4'. Match adjacent existing.			

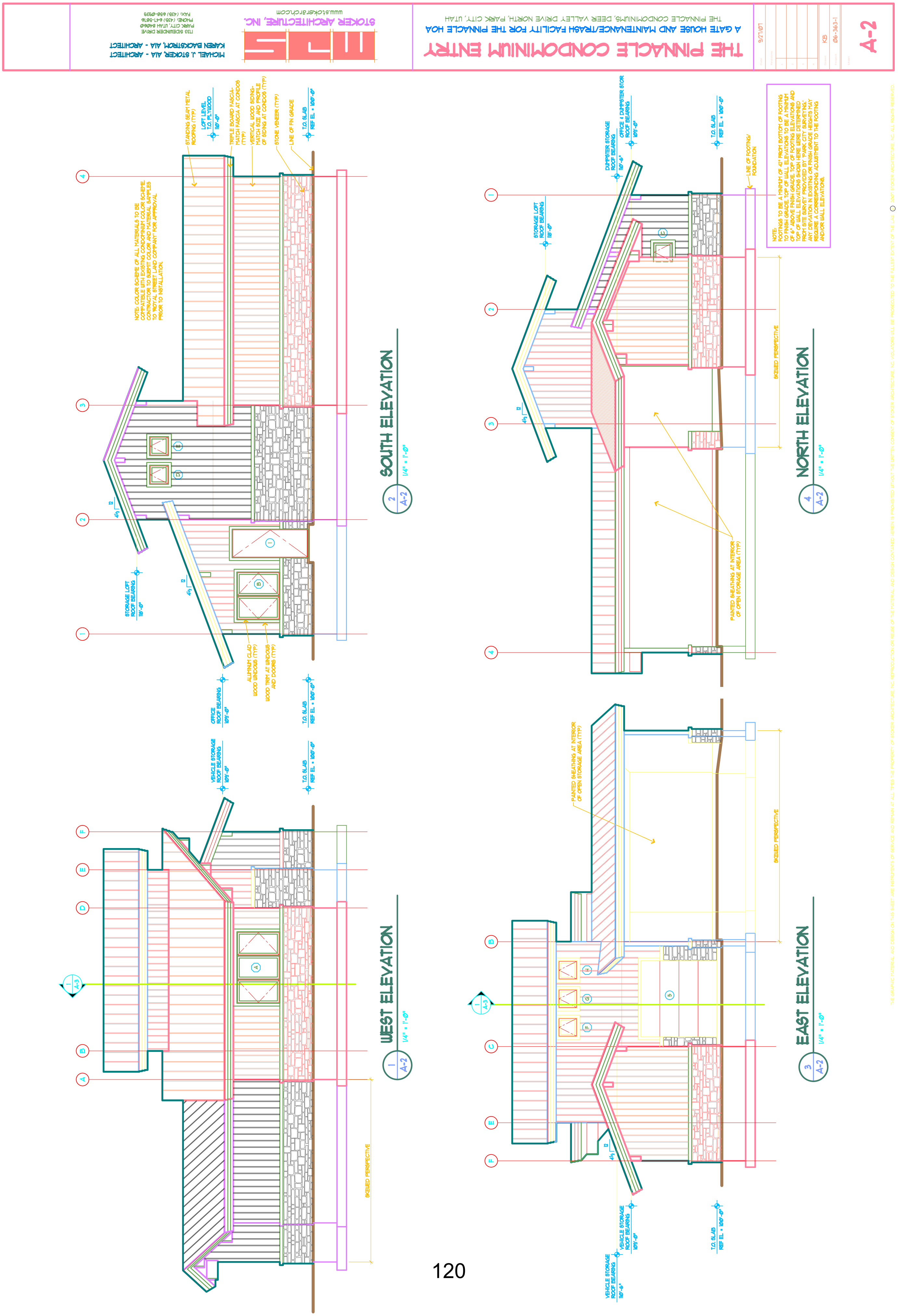


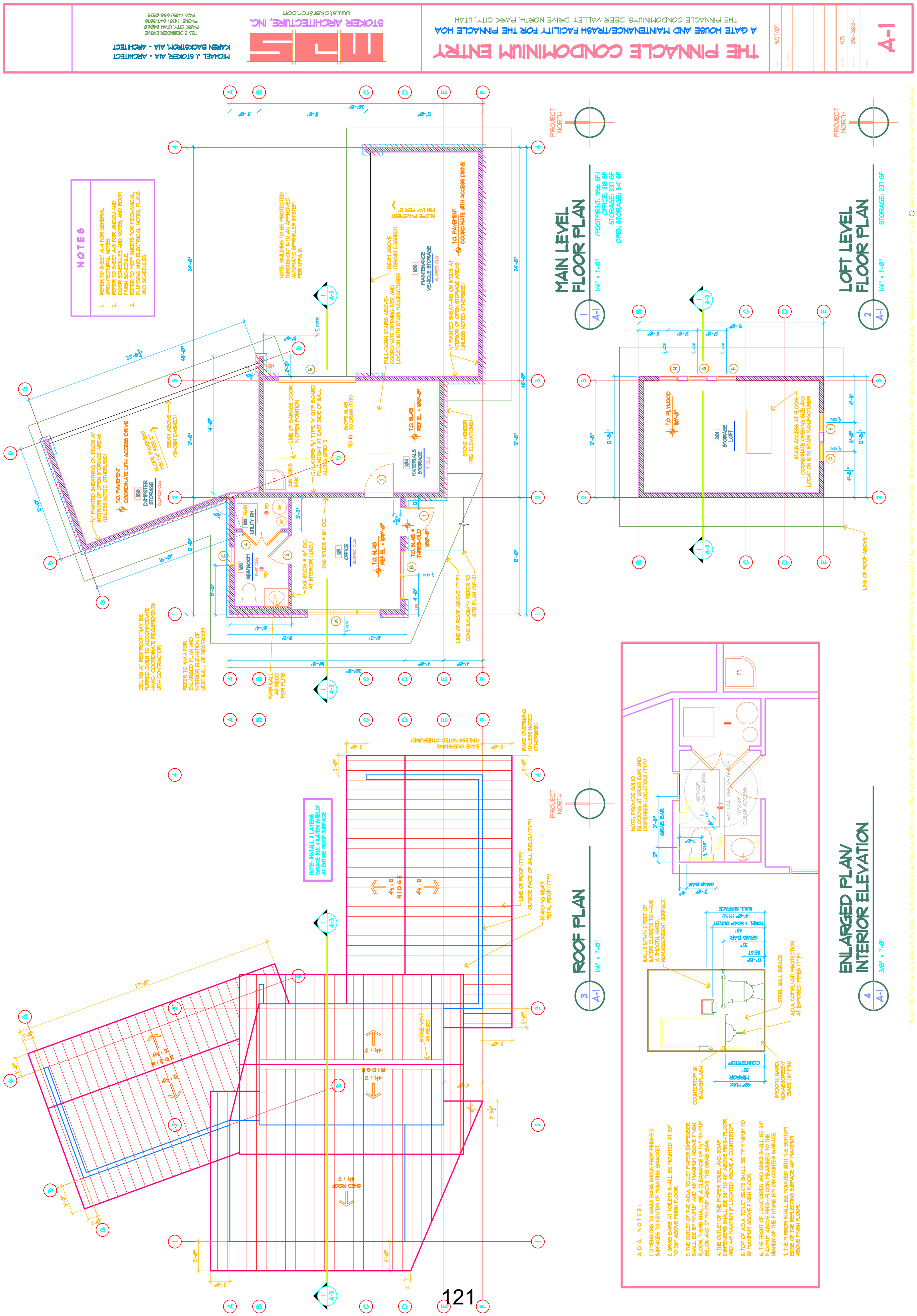
Drawn By: Scott B.
Date of Plot: Aug 31, 2006 - 9:38am
File Name:
I:\p\Stoker Arch\Pinnacle Condos\CD's\Plant Plan.dwg

Landscape Plan

L1.1

Exhibit E -Architectural Elevations




THE PINNACLE CONDOMINIUM ENTRY
A GATE HOUSE AND MAINTENANCE/TRASH FACILITY FOR THE PINNACLE HOA
THE PINNACLE CONDOMINIUMS, DEER VALLEY DRIVE NORTH, PARK CITY, UTAH
STOKER ARCHITECTURE, INC.
www.stokerarch.com
MICHAEL J. STOKER, AIA - ARCHITECT
KAREN BACKSTROM, AIA - ARCHITECT
9/27/07
KB
06-363-1
A-1
NOTES
1. REFER TO SHEET A-4 FOR GENERAL ARCHITECTURAL NOTES.
2. REFER TO SHEET A-5 FOR WINDOW AND DOOR SCHEDULES AND NOTES, AND ROOM FINISH SCHEDULE.
3. REFER TO 'MEP' SHEETS FOR MECHANICAL, PLUMBING AND ELECTRICAL NOTES, PLANS AND SCHEDULES.
NOTE: BUILDING TO BE PROTECTED THROUGHOUT WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM PER NFPA 13
MAIN LEVEL FLOOR PLAN
1/4" = 1'-0"
(FOOTPRINT: 996 SF)
OFFICE: 218 SF
STORAGE: 237 SF
OPEN STORAGE: 541 SF
LOFT LEVEL FLOOR PLAN
1/4" = 1'-0"
STORAGE: 237 SF
ROOF PLAN
1/4" = 1'-0"
NOTE: INSTALL 2 LAYERS 'GRACE ICE & WATER SHIELD' AT ENTIRE ROOF SURFACE
ENLARGED PLAN/ INTERIOR ELEVATION
3/8" = 1'-0"
A.D.A. NOTES:
1. DIMENSIONS TO GRAB BARS SHOWN FROM FINISHED SURFACES TO CENTER OF MOUNTING BRACKET.
2. GRAB BARS AT TOILETS SHALL BE MOUNTED AT 33" TO 36" ABOVE FINISH FLOOR.
3. THE OUTLET OF THE A.D.A. TOILET PAPER DISPENSER SHALL BE 19" MINIMUM AND 48" MAXIMUM ABOVE FINISH FLOOR. THERE SHALL BE A CLEARANCE OF 1½" MINIMUM BELOW AND 12" MINIMUM ABOVE THE GRAB BAR.
4. THE OUTLET OF THE PAPER TOWEL AND SOAP DISPENSERS SHALL BE 38" TO 48" ABOVE FINISH FLOOR AND 44" MAXIMUM IF LOCATED ABOVE A COUNTERTOP.
5. TOP OF A.D.A. TOILET SEATS SHALL BE 17" MINIMUM TO 19" MAXIMUM ABOVE FINISH FLOOR.
6. THE FRONT OF LAVATORIES AND SINKS SHALL BE 34" MAXIMUM ABOVE FINISH FLOOR, MEASURED TO THE HIGHER OF THE FIXTURE RIM OR COUNTER SURFACE.
7. THE MIRROR SHALL BE MOUNTED WITH THE BOTTOM EDGE OF THE REFLECTING SURFACE 40" MAXIMUM ABOVE FINISH FLOOR.
101 OFFICE
102 RESTROOM
103 UTILITY RM
104 MATERIALS STORAGE
105 MAINTENANCE VEHICLE STORAGE
106 DUMPSTER STORAGE
201 STORAGE LOFT
PROJECT NORTH

JAMES R. BLAKESLEY, PLLC
ATTORNEY AT LAW
1305 N. COMMERCE DRIVE, SUITE 230
SARATOGA SPRINGS, UTAH 84045
Telephone (801) 766-1968
Fax (801) 766-6470
Email: jim@blakesleylaw.com

PLEASE REPLY TO:
SARATOGA SPRINGS OFFICE

OTHER OFFICE LOCATION:
2595 East 3300 South
Salt Lake City, Utah 84109

April 17, 2008

APR 2

Brooks T. Robinson, Principal Planner
Park City Municipal Corporation, Building Department
P.O. Box 1480
Park City, UT 84060

Re: Pinnacle Plat Amendment

Dear Brooks:

I represent the Pinnacle Homeowners Association. The Board of Directors desires to have the proposed Pinnacle Plat Amendment for its gatehouse project calendared on the Park City Agenda for May 14, 2008; however, it would like to start construction earlier if it can. The Board hopes that an at-risk permit can be issued beforehand so that it does not lose this construction season.

I know that previously several unit owners and their legal counsel, Steve Dougherty, objected to the gatehouse project. They wanted some more information on the proposal and a new opportunity to vote. They were especially concerned that the Association might lease some of the space to its property manager or allow the property manager to use the space for other than Association business. The gatehouse project and a project for exterior unit upgrades had been voted on jointly at the annual meeting and passed with only a simple majority vote. The Royal Land Company had not approved the proposed additions either.

The Board consented and gave the owners another opportunity to learn about and reconsider the gatehouse project. The Association made it clear that the improvements would be used exclusively for Association business. The owners were given a new notice of the proposal, an information and disclosure statement, and on or about November 19, 2007 the owners were asked to vote (again) on the proposal to amend the Declaration and the Plat Map to allow the gatehouse project. More than 67% of the ownership interest voted affirmatively to approve the proposal.

The Royal Land Company has now approved the proposal.

To the best of my knowledge, the Association has not received any recent or renewed objections to the proposed gatehouse project or the amendment of the Declaration or Plat Map.

Brooks T. Robinson
April 17, 2008
Page 2

If the staff is comfortable with the gatehouse project, then, perhaps, an at risk permit could be issued now, particularly if the Development Review Committee has no real concerns.

If you have any questions or comments or need to discuss this matter further, please call.

Thank you for your cooperation.

Sincerely yours,

James R. Blakesley

JRB:rg
cc: Pinnacle Homeowners Association

May 6, 2008

Franciso Astorga
City Planner
Park City Municipal Corporation
445 Marsac Avenue
P. O. Box 1480
Park City, UT 84060

Dear Sirs;
We are responding to your letter dated February 29, 2008, which we received yesterday, May 5, 2008, concerning the Plat Amendment for gatehouse improvements at 1375 Deer Valley Drive South, Pinnacle Condominiums Homeowners Association.

As a condominium owner at 1296 Pinnacle Court, we have grave concerns about this proposed "property-manager/office, dumpster location, and parking facility for trucks and equipment" for the following reasons:

1. There will be an increase and excess of traffic at the entrance area.

2. The dumpster will be an attraction for animals and scavengers as well as be unsightly to those units who view it from above.

3. There is a ***basic lack of necessity*** for this building.

4. The existing round-about is a deterrent to speeding and an integral part of the design, integrity and appeal of the condo entrance.

5. Restrictions against allowing a commercial building to be built on this property were written specifically to prevent this. Will this set a precedent for future commercial ventures?

6. Will mail delivery to already stuffed mail boxes telegraph to burglars those owners who are not presently in residence?

7. **Those condo owners who are in close proximity to the "office/ dumpster/ truck and equipment storage facility" as well as those units who look down upon such will see the value of their units go down.**

8. **The "temporary dumpster" that was installed two summers ago against deed restrictions has not been consistently maintained. The trash (even before this snowy winter caused problems), has not been emptied in a timely manner. It has not been unusual, winter, spring, summer, or fall to see trash stacked beside the overflowing dumpster on the ground. Does the city provide the homeowners any protection against the probability of this?**

We would have liked to attend this meeting, had we had sufficient notice to do so. However, please accept this as our vote against this project. We would be more than willing to discuss this with Planning Commission if needed. Our telephone is: 972-233-6903 or cell at 214-274-0817.

Most Sincerely,

Bob and Marti Ryan
7812 Kilbride Lane
Dallas, TX 75248

PARK CITY 1884

Building Department • City Engineer • Planning and Zoning

February 29, 2008

NOTICE OF PUBLIC HEARING
TO ADJOINING PROPERTY OWNERS

Dear Property Owner:

The Park City Planning Department has received an application for a project to be located in your neighborhood as described below. The Planning Commission will review this proposal at their regularly scheduled meeting on Wednesday, May 14, 2008 at 6:30 p.m. in the Library and Education Center, 1255 Park Avenue (Room 205) and you are welcome to attend. City Council will take final action on the application at their meeting on Thursday, May 29, 2008 at 6:00 p.m., also in the Library and Education Center.

Project Location: 1375 Deer Valley Drive South

Applicant: Pinnacle Condominiums Homeowners Association

Project Description: Plat Amendment for gatehouse improvements

If you have any questions or comments regarding the proposal, please contact me at (435) 615-5064. You are invited to attend the meeting and address the Commissioners with your comments and questions, or send them to the Planning Staff and we will forward them for you.

Sincerely,

F. Astorga

Francisco Astorga
City Planner

FA/pa

To we 100% support the Gate House improvements.
Jeri & Richard Rovsek
1327 Pinnacle Ct
Wary Reen
858.759.2000

Park City Municipal Corporation • 445 Marsac Avenue • P.O. Box 1480 • Park City, UT 84060-1480
Building Department • (435) 615-5100 • FAX (435) 615-4900
City Engineer • (435) 615-5055 • FAX (435) 615-4906
Planning and Zoning • (435) 615-5060 • FAX (435) 615-4906

+ C to Bob Burnside

JAMES R. BLAKESLEY, PLLC
ATTORNEY AT LAW
1305 N. COMMERCE DRIVE, SUITE 230
SARATOGA SPRINGS, UTAH 84045
Telephone (801) 766-1968
Fax (801) 766-6470
Email:jim@blakesleylaw.com

PLEASE REPLY TO:
SARATOGA SPRINGS OFFICE

OTHER OFFICE LOCATION:
2595 East 3300 South
Salt Lake City, Utah 84109

May 19, 2008

Francisco Astorga, City Planner
Park City Municipal Corporation
445 Marsac Avenue
P. O. Box 1480
Park City, UT 84060-1480

Re: Pinnacle at Deer Valley

Dear Francisco:

With regard to the Planning Commission hearing continued to May 28, 2008, enclosed or attached are the following documents:

Engineering:

Open Space Summary
Grading Plan

Regarding the open space requirement, as you can see the Pinnacle Development is well in excess of the 60% open space requirement if truly it was a requirement at the time the Pinnacle was approved and developed. I think Brooks Robinson was trying to explain this to the Planning Commissioners at the last hearing but the Commission requested this supplemental information. In addition it is worth noting that the Deer Valley MPD created ski runs and development sites. Some believed that the open space contribution was fulfilled by the ski run open space and that the individual development sites were not required to meet the 60% mark. Steve Deckert of Alliance Engineering notes that it has been his experience with entitlements on many of the DV developments that staff was looking for conformance to the open space standard.

Regarding the design of the re-configured roadway generally and in particular whether it is as safe as the old configuration, the geometry and grades meet the standards contained in the LMC for Road Requirements and Design. Section 15-7.3-4(G) Intersection Design Standards is met by the design as well as the requirement for the Clear View of Intersecting Streets.

Architecture:

Enlarged Plan/Interior Elevation
East, West, North and South Elevations (A-2)
Bldg Section/TYP Wall Section (A-3)
Mechanical, Electrical and Plumbing Plan (MEP-1)
Landscape Plan
Specifications (S-0)
Footing and Foundation Plan (S-1)
Loft Floor Framing Plan and Roof Framing Plan (S-2)
Mailbox Footing and Foundation Plan/Mailbox Roof Framing Plan (S-3)
Mailbox Floor Plan and Mailbox South Elevation (A-1)
Details (S-4)
Details (S-5)

I have attached copies of the pdfs I received from the architects but I will also forward those directly to you, since my copies are fuzzy. The Planning Commission complained about fuzzy copies at the last hearing.

Regarding the purpose of the relatively small structure to be constructed in the Common Area, the main purpose for the entryway building and the reason that the Pinnacle started this project is that the Association must have a place to house its trash dumpsters. The Association lost its off-site lease. The location must be accessible by the trash pick-up truck and not unsightly so as to not detract from the property values or utility of the project. It has been a challenge to find a location acceptable to the owners. The current temporary dumpster construction was not intended to be permanent. The architects considering the existing use of the space and the needs of the Association, and the owners, suggested the following:

1. Office space for Association business;

2. A location to store office materials and supplies, including keys necessary in case of emergency such as fire and police situations.

3. A recycling station;

4. A site for the storage of Association books and records, which are currently being stored off-site. This is a common expense and increases the monthly assessments of the owners;

5. A storage facility for building materials used to maintain the project such as plywood to cover windows, extra siding, replacement window and door parts, replacement light fixtures, bulbs and parts, roofing panels, nitrogen bottles for the fire sprinkler systems, and so forth. These items are currently stored off-site. Again, this is a common expense and increases the monthly assessments of the owners;

6. Parking for snow removal vehicles, equipment and materials, such as snow melt;

7. Parking for landscape equipment and material;[1]

8. Guest or visitor parking;[2] and

9. While the drawings show a post office box option, construction will be delayed until there are more year-round residents.

The owners have voted by a super majority to complete what has been known as the gate house project, although there will not be a gate of any kind, now or in the future. The primary purpose of the improvement is to create a permanent and attractive house for the dumpsters, snow and landscaping vehicles and equipment, and an on-site office for the Association.

By subjecting the property to these improvements, it is the desire, intent and purpose of Association and Owners to substantially preserve the beauty, utility and safety of the Pinnacle, enhance the desirability of living on that real estate and to increase and preserve the attractiveness, utility, safety, quality and value of the lands and improvements therein.

If you have any questions or comments or need to discuss this matter further, please call.

Sincerely yours,

James R. Blakesley

JRB:rg
cc: Pinnacle Homeowners Association

---

[1] Some owners have complained and threatened litigation if the snow removal and/or landscaping vehicles, equipment and supplies are visible.

[2] Each residential unit has been assigned two parking spaces in front of the unit and one in the garage. Owners often ask for additional visitor or guest parking.

City Council Staff Report

Subject: Kentay Subdivision
Author: Kirsten A. Whetstone, AICP
Date: June 19, 2008
Type of Item: Administrative – subdivision/ plat amendment

PARK CITY 1884
PLANNING DEPARTMENT

Summary Recommendations

Conduct a public hearing, consider public input, and discuss the Kentay Subdivision, located at 430 Main Street. Consider approving the plat amendment based on the findings of fact, conclusions of law and conditions of approval as stated in the draft ordinance.

Description

Applicant:	Steve Swanson, owner's representative
Project Address:	430 Main Street
Zoning:	Historic Commercial Business (HCB)
Adjacent Land Uses:	Commercial and office uses, second story residential, parking
Reason for Review:	Plat amendments require Planning Commission review and City Council approval

Background

On September 20, 2007, the City received an application for the Kentay Subdivision, located at 430 Main Street, within the Historic Commercial Business (HCB) district. The application is a request to combine the northerly 10.17 feet of Lot 7 and the southerly 10 feet of Lot 8, Block 23 of the Park City Survey with an adjacent 20.5' by 45.5' un-platted parcel. The lots and parcel are under common ownership. The un-platted parcel was originally owned by the City and was quit claimed to a previous owner in 1989.

The City retained a non-exclusive public utility easement over the entirety of the quit claimed parcel. Prior to issuance of any building permits on the rear parcel any existing utilities would have to be relocated at the owner's expense and the City would have to approve a vacation of this utility easement. The owner is in the process of securing approval letters from utility providers and adjacent property owners. Vacation or relocation of this easement would require subsequent City Council action

Additional information pertaining to the existing conditions survey and utilities was submitted on November 9, 2007, and March 26, 2008, and the application was deemed complete on March 26, 2008. Submitted with the subdivision request were 1) a request for a variance to the minimum lot width in the HCB zone and 2) Historic District Design Review application for an addition to the existing building. On March 18, 2008, the Board of Adjustment granted a variance to the minimum lot width of 25'. The property is 20.17' in width on Main Street and 20.5' in width on Swede Alley.

The property at 430 Main Street is currently improved with a 987 sf historic retail/commercial building (the Park City Jewelers Building). The building is one story on the Main Street side and 2 stories on the Swede Alley side. The applicant would like to expand the business by approximately 1,000 sf and provide 2 living units in an upper level addition. The lot will continue to have access from Main Street for pedestrians and Swede Alley for vehicles.

There is an existing historic 2-story building (Purple Sage building at 434 Main Street) located within inches of the 430 Main Street building. The adjacent building encroaches onto the 430 Main Street property by approximately 0.35'. The plat will resolve the encroachment. The non-historic Café Terigo building (424 Main Street) is located to the south.

Review of the Historic District Design Review application for an addition to the historic structure is pending the outcome of the subdivision/plat amendment application because an addition to the building requires that the underlying lot lines be removed.

On May 28, 2008, the Planning Commission conducted a public hearing and forwarded a positive recommendation to the City Council. There was no public input. The Planning Commission recommended adding a condition of approval regarding obtaining written permission from adjacent property owners regarding the vacation of the easement and relocation of utilities. The applicants have agreed to obtain the letters.

Analysis

Land Management Code

The subdivision/plat amendment does not create any new non-conforming circumstances, nor does it increase density because the number of lots is not increased. It would allow the existing building to be increased in size, subject to the Historic District Design Review and according to the HCB lot and site requirements as stated in LMC Section 15-2.6-3.

	CODE REQUIREMENT	PROPOSED
SETBACKS		
FRONT	0'	0'
SIDES	0'	0'
REAR	0'	4' (9' to the back of curb on Swede Alley to accommodate a 9' sidewalk per LMC 15-2.6-3)

HEIGHT	24’ at the property line on Swede and 30’ at property line on Main following a 45 degree angle to a maximum height of 45’	16’ on Main Street, 24’ on Swede Alley, to maximum height of 33’ for the proposed residential addition
MINIMUM LOT SIZE	1,250 sf	2,545.5 sf
MINIMUM LOT WIDTH	25’	20.17’ (variance granted by BOA on March 18, 2008.)

Staff finds good cause for this subdivision plat amendment as portions of two lots and a parcel will be combined into one lot of record. Similar plat amendments have been approved in the immediate neighborhood to combine the adjacent parcels with the existing lots. The resulting lot size is consistent with the pattern of development in the neighborhood. Additionally, the existing encroachment will be resolved by the subdivision plat.

Utility Easement

There is an existing non-exclusive utility easement on the property that was retained by the City at the time of the quit claim deed of the parcel. At the time of this quit claim in 1989 the City had quit claimed other similar remnant parcels on Swede Alley to facilitate redevelopment of the rear facades of Main Street businesses. This utility easement would have to be vacated by the City prior to issuance of any building permits for construction on the rear portion of the lot. Vacation of the utility easement requires City Council action. Prior to review by the City Council, the applicant is required to provide letters from utility providers indicating the location of utilities and whether they have objections to vacating the easement. Additionally, any existing utilities would need to be relocated at the applicant’s expense. Currently, there are storm drain pipes, overhead power, and cable and phone pedestals within the easement. The applicant has had several meetings with utility providers and the City Planning, Engineering, and Building departments to review existing and proposed utility plans.

Department Review

This project has gone through an interdepartmental review. Issues discussed included 1) the utility easement, 2) the variance to the minimum lot width, and 3) a requirement for an existing conditions survey and additional information regarding existing utilities. These issues have been resolved by additional information from the applicant and/or by conditions of approval. The Board of Adjustment approved the variance to minimum lot size.

Public Notice

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

Alternatives

- The City Council may approve the Kentay Subdivision at 430 Main Street as conditioned or amended; or
- The City Council may deny the plat amendment and direct staff to prepare findings for this action; or
- The City Council may continue the discussion to a date certain to allow the applicant time to respond to any additional concerns or issues raised at the Council hearing.

Significant Impacts

There are no significant fiscal or environmental impacts that result from this application. Before construction could occur on the Swede alley portion, the existing utility easement would need to be vacated in whole or in part, prior to issuance of building permits.

Consequences of not taking the Suggested Recommendation

No additions could be constructed across the property line. However, a condominium record of survey plat, if approved, would allow such construction. Existing encroachments would not be resolved.

Recommendation

Staff recommends the City Council conduct a public hearing for the 430 Main Street plat amendment, consider public input, and approving the plat amendment based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance.

Exhibits

Ordinance
Exhibit A- proposed plat
Exhibit B- existing conditions survey
Exhibit C- applicant's letters
Exhibit D- quit claim deed
Exhibit E- draft utility easement vacation
Exhibit F- assessor plat of area
Exhibit G- letters from utility providers

Ordinance No. 08-

AN ORDINANCE APPROVING THE KENTAY SUBDIVISION BEING A REPLAT OF A PORTION OF LOTS 7 AND 8, BLOCK 23 OF THE PARK CITY SURVEY AND INCLUDING AN ADJACENT, PARK CITY, UTAH

WHEREAS, the owners of the property located at 430 Main Street, has petitioned the City Council for approval of a subdivision to create a lot of record from the replat of the northerly 10.17 feet of Lot 7 and the southerly 10 feet of Lot 8, Block 23 of the Park City Survey, and the inclusion of an adjacent 20.5' wide by 45.5' deep un-platted parcel, as shown on Exhibit A; and

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

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

WHEREAS, on May 28, 2008, the Planning Commission held a public hearing to receive input on the proposed subdivision; and

WHEREAS, on May 28, 2008, the Planning Commission forwarded a recommendation to the City Council; and

WHEREAS, on ___, 2008, the City Council conducted a public hearing on the proposed subdivision; and

WHEREAS, on March 18, 2008, the Board of Adjustment granted approval of a variance to the minimum lot width of 25' in the Historic Business District to allow a 20.17' width for 430 Main Street; and

WHEREAS, it is in the best interest of Park City, Utah to approve the subdivision to reconfigure the portions of lots and adjacent parcel at 430 Main Street to create a 2,545.5 square foot lot of record for an historic building and possible future addition to the rear.

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

SECTION 1. APPROVAL. The Kentay Subdivision, located at 430 Main Street, as shown in Exhibit A is approved subject to the following Findings of Fact, Conclusions of Law, and Conditions of Approval. The above recitals are hereby incorporated as findings of fact.

Findings of Fact

1. The property, known as 430 Main Street is located in the Historic Commercial Business (HCB) zoning district.

2. The HCB zone is a commercial zone characterized by a mix of historic and contemporary buildings for commercial, office, and upper story residential uses.
3. The subdivision will combine the northerly 10.17 feet of Lot 7 and the southerly 10 feet of Lot 8, Block 23 of the Park City Survey with an adjacent 20.5' by 45.5' un-platted parcel to create a 2,545.5 square foot lot of record for an existing historic building.
4. The lots and parcel are under common ownership.
5. The property is improved with a 987 sf historic retail/commercial building known as the Park City Jewelry Building. The building has a one story façade on Main Street and a 2 story façade on Swede Alley.
6. Access to the property is from Main Street and Swede Alley.
7. The minimum lot size in the HCB zoning district is 1,250 square feet.
8. The minimum lot width in the HCB zoning district is 25'. The lot of record would be 20.17' in width.
9. On March 18, 2008, the Board of Adjustment granted a variance to the minimum lot width for the property at 430 Main Street allowing a minimum lot width of 20.17'.
10. There is an existing non-exclusive utility easement located on the adjacent parcel. The easement was retained by the City in 1989 when the parcel was quit claimed to the property owner. There are existing utilities crossing the parcel that serve the property and adjacent properties. These utilities include overhead power and storm drain pipes. There are phone and cable pedestals located in the easement that serve 430 Main.
11. The owner has researched the location of existing utilities and has developed a plan to relocate these utilities at his expense. The owner is securing consent to vacate letters from utility providers and intends to request of the City Council a vacation of a portion of the utility easement.
12. The adjacent structure at 436 Main Street encroaches onto the property by 0.35 feet. The owner proposes to include an encroachment easement on the plat in order to resolve this encroachment.
13. The adjacent parcel did not pay into the parking improvement district and is therefore not exempt from the parking requirements in the HCB district.

Conclusions of Law

1. There is good cause for this subdivision, being a replat of portions of two existing lots and an adjacent parcel, as it creates one lot of record for an historic structure and possible future addition.
2. The subdivision is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. As conditioned, approval of the subdivision does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Attorney and City Engineer will review and approve the final form and

content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.

2. The applicant will record the plat at the County within one year of the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void.
3. Vacation of the existing non-exclusive utility easement is a condition precedent to issuance of a building permit on the parcel portion of the Lot.
4. The applicant shall obtain written approval from all franchised utility providers agreeing to the extinguishment of the utility easement prior to vacation of the easement.
5. All standard project conditions apply.
6. A construction mitigation plan, to address mitigation of construction impacts on adjacent properties and businesses shall be approved by the Planning, Building, and Engineering Departments as a condition precedent to building permit issuance.
7. Parking for new construction on the lot is required to meet the standards found in the LMC Section 15-2.6-9.
8. Approval of an Historic District Design Review is required as a precedent to building permit issuance.
9. An encroachment easement for 436 Main Street shall be included on the plat prior to recordation.
10. The applicant shall obtain written approval from adjacent property owners affected by relocation of existing utilities impacted by the easement vacation.

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

PASSED AND ADOPTED this 19th day of June, 2008.

PARK CITY MUNICIPAL CORPORATION

____

Dana Williams, Mayor

Attest:

____

Janet M. Scott, City Recorder

Approved as to form:

____

Mark D. Harrington, City Attorney

430 Main

Kentay Subdivision
2 Parcels In & Adjacent to Block 23, Park City Survey

RECEIVED
SEP 2 ? 2007
PARK CITY PLANNING DEPT.

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned are the representatives of Kentay Properties, a Utah General Partnership, owner of the hereon described tract of land known as Parcels 1 and 2, in and adjacent to Block 23, Amended Plat of the Park City Survey, and having caused this Plat Amendment to be made, do hereby consent to its recordation, on behalf of said Kentay Properties, in the office of the County Recorder of Summit County, Utah in accordance with Utah State Law.

Also, the owner hereby irrevocably offers for dedication for the perpetual use of the public, all parcels of land shown on this plat as intended for public use, and does further dedicate the easements as shown hereon.

In witness whereof, the undersigned have set their hand this ______ day of ____________, 2007.

By ______________________
William Taylor Breze, President
Kentay Properties

By: ______________________
Kenneth Lee Whipple, Vice President
Kentay Properties

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ACKNOWLEDGEMENT

STATE OF UTAH
County of Summit

On this _____ day of __________, 2007, William Taylor Breze and Kenneth Lee Whipple personally appeared before me, the undersigned Notary Public in and for said State and County, who, after being duly sworn, acknowledged to me that they are the representatives of Kentay Properties, the owner of Parcels 1 and 2, in and adjacent to Block 23, Amended Plat of the Park City Survey, that they have signed the above Owner's Dedication and Consent to record freely and voluntarily on behalf of said Kentay Properties and that they executed this document for the purposes set forth hereon.

My commission expires: ________ ______________________
NOTARY PUBLIC
Residing in__________County,

EXHIBIT A.

NARRATIVE

1. Plat requested by: William Taylor Breze and Kenneth Lee Whipple.
2. Purpose of plat: lot line amendment removing the property lines between the parcels.
3. Located in Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian.
4. Lot bearings and distances are according to the warranty deed of record and the Official Plats of the Park City Survey, on file and of record in the office of the Summit County Recorder.
5. The owner of the property should be aware of and disclose any items affecting the property that may appear in a title insurance report.

LEGAL DESCRIPTION

OLD:
PARCEL 1: The North 10 feet 2 inches of Lot 7 and the South 10 feet of Lot 8, Block 23, Amended Plat of the Park City Survey, according to the official plat thereof, on file and of record in the office of the Summit County Recorder.

PARCEL 2: Beginning at the Southeast corner of Lot 8, Block 23, Amended Plat of the Park City Survey, according to the official plat thereof, on file and of record in the office of the Summit County Recorder, and running thence North 23°38'00" West along said block line, 10.00 feet; thence North 66°22'00" East, 45.50 feet; thence South 23°38'00" East, 20.50 feet; thence South 66°22'00" West, 45.50 feet to the Easterly line of Block 23; thence North 23°38'00" 10.50 feet to the point of beginning.

NEW:
Beginning at a point which is North 23°38' West along the Westerly line of Block 23, Park City Survey, according to the official plats thereof, on file and of record in the office of the Summit County Recorder, 14.83 feet from the Southwesterly corner of Lot 7 of said Block 23, and running thence North 23°38'00" West along said Westerly line, 20.17 feet; thence North 66°22'00" East, 120.50 feet; thence South 23°38'00" East, 20.50 feet; thence South 66°22'00" West, 45.50 feet, more or less, to the Easterly line of said Block 23; thence North 23°38'00" West, along said Easterly line 0.33 feet; thence South 66°22'00" West, 75.00 feet to the point of beginning; containing 0.056 acres, more or less.

SURVEYORS CERTIFICATE

I, J.D. Golley, a Registered Land Surveyor as prescribed by the laws of the State of Utah and holding license No. 359005, do hereby certify that I have, by the authority of the owners, made this lotline amendment plat for the purpose described hereon.

Date ____________ J.D. Golley RLS#359005

ALPINE SURVEY, INC
19 PROSPECTOR DRIVE
PARK CITY, UTAH 84060
(435) 655-8016

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	COUNCIL APPROVAL AND ACCEPTANCE	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ____ DAY OF ________, 2007.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 25TH DAY OF APRIL, 2007.	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 25TH DAY OF MAY, 2007 A.D.	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF ________, 2007.	APPROVED AS TO FORM THIS ____ DAY OF ____________, 2007.	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY THE PARK CITY COUNCIL THIS 25TH DAY OF MAY, 2007.	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF ________ DATE ____ TIME ____ BOOK ____ PAGE ____
BY: ________ SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	BY: ________ CHAIRMAN	BY: ________ MAYOR	BY: ________ PARK CITY ENGINEER	APPROVED BY: ________ PARK CITY ATTORNEY	BY: ________ PARK CITY RECORDER	________ FEE ________ RECORDER

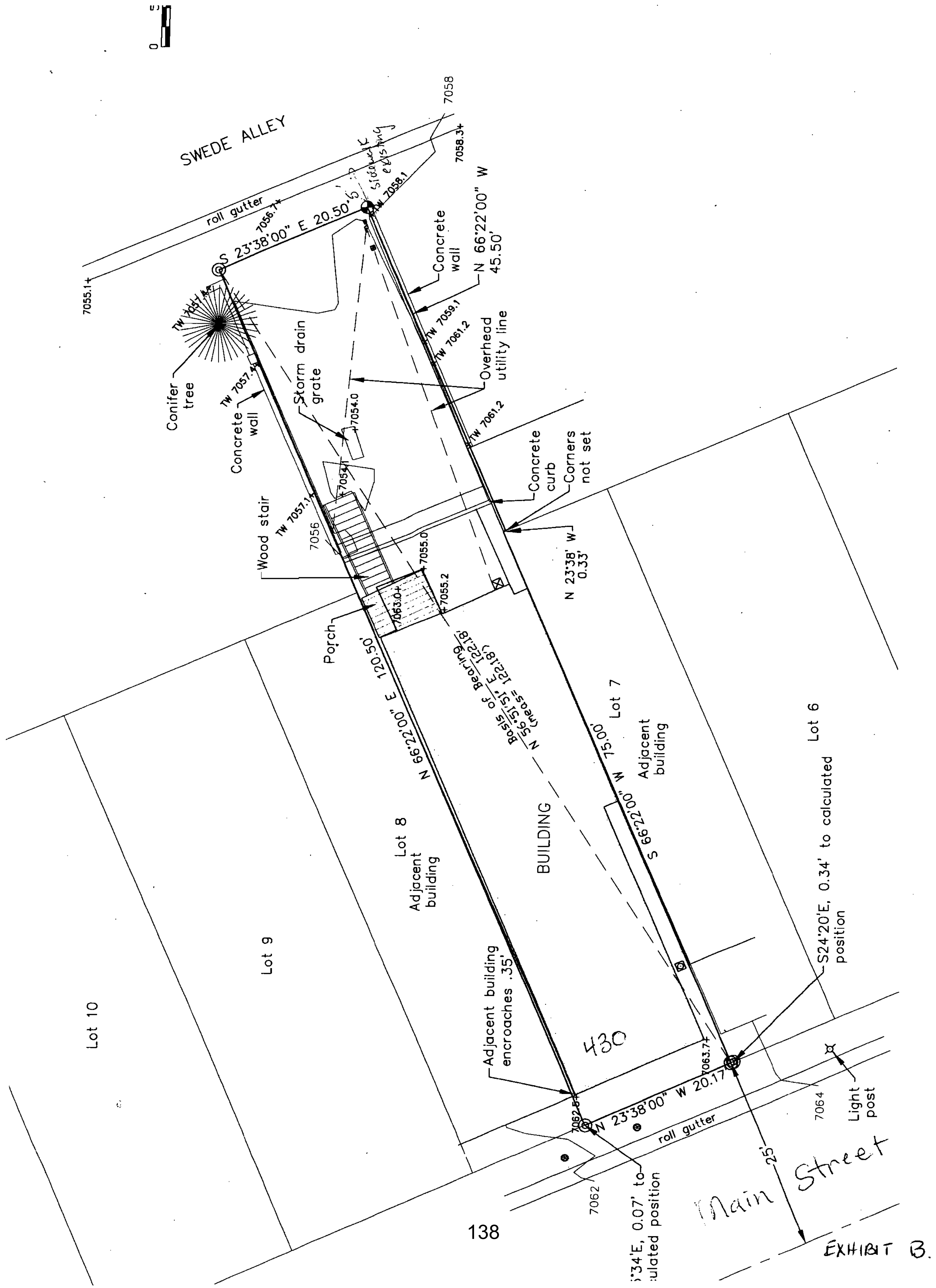
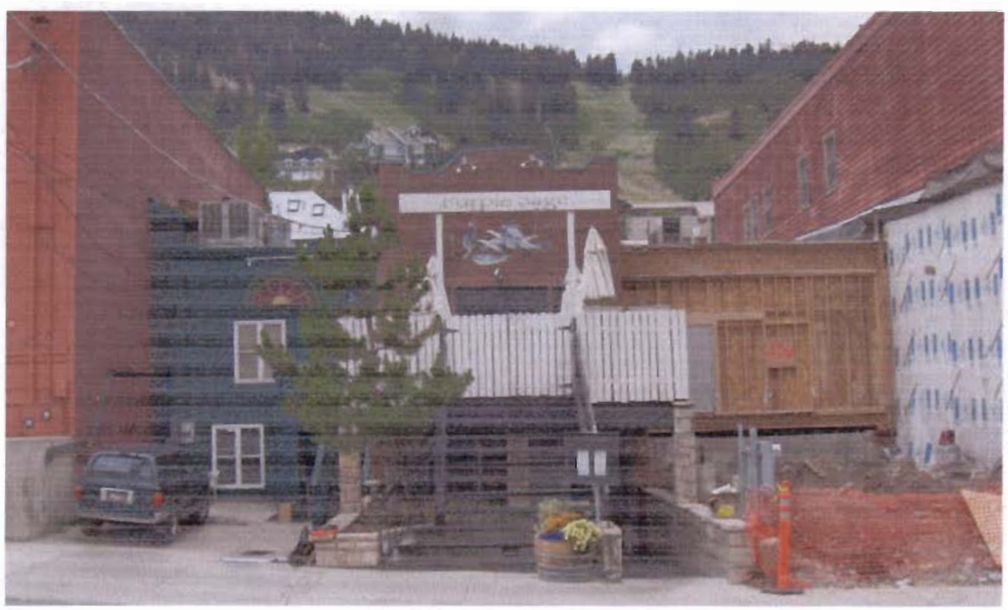

SWEDE ALLEY
roll gutter
S 23°38'00" E 20.50'
N 66°22'00" W 45.50'
Concrete wall
Overhead utility line
Conifer tree
Storm drain grate
Concrete curb
Corners not set
Wood stair
Porch
N 23°38' W 0.33'
N 66°22'00" E 120.50'
S 66°22'00" W 75.00'
Basis of Bearing
N 56°51'51" E 122.18'
BUILDING
Lot 6
Lot 7
Lot 8
Lot 9
Lot 10
Adjacent building
Adjacent building encroaches .35'
430
N 23°38'00" W 20.17'
S24°20'E, 0.34' to calculated position
Light post
Main Street
25'

EXHIBIT B.

Front View Park City Jewelers Building and adjacent businesses

Front facade detail
Park City Jewelers Building

Rear View Park City Jewelers Building



Rear View Park City Jewelers Building including adjacent businesses

steven a. swanson architect
255 Main Street, Park City, Utah

studio 255
architecture design

March 24, 2008

Steven A Swanson Architect
255 Main Street
Park City Utah

Kirsten Whetstone
Park City Planning Dept.

Re:

Park City Jewelers – Addition/ remodel
430 Main Street- Utility Study Recap (Swede Alley side)

Existing underground utilities (i.e. Sanitary Sewer, Storm Sewer, have been mapped and a proposed re-routing is shown on sheet C.101.

Existing and proposed electrical are shown on E-1.0. Telephone, cable, etc. would be similarly rerouted. Rocky Mountain Power field representative Juliann Chapman was consulted on the proposed change in service.

Gas and water are from Main Street side – & as such are not affected by the proposed addition.

The Owner ultimately seeks Planning approval for the re-plat and vacation of the existing utility easement held by the City, and intends to bear solely or jointly with the neighboring property owners/ utility companies, the cost of work described above

Please refer to the drawings for additional information.

Sincerely

Steven A. Swanson – Architect of Record

MAR 24 2008

EXHIBIT C.

March 24, 2008

Steven A Swanson Architect
255 Main Street
Park City Utah

Kirsten Whetstone
Park City Planning Dept.

Re:

Park City Jewelers – Addition/ remodel
430 Main Street- Utility Study/ Replat Recap (Swede Alley side)

Per your request and pursuant to the meeting Tuesday, I further recapping the issues related to rerouting utilities and specific benefits to the City in exchange for vacating part of the existing easement at the rear of 430 Main Street:

1. The Storm sewer re-routing behind Terigo would occur on City property, but would clean up the line currently crossing two property lines.
2. Sanitary sewer crossing behind Purple Sage would be corrected.
3. Under grounding the overhead utility lines (power, phone, cable) and eliminating the single pole cleans up the Swede Alley side and is a safety benefit.
4. Per Ron Ivie, the preferred method would be to craft language to vacate the portion of the easement to the west, leaving in place a strip about four feet in width at the rear of the lot.
5. Owner agrees to bear costs of utility relocation, a benefit to the City. Extra conduits could be buried for future use at the rear pl.
6. A nine foot wide sidewalk is created at the rear, consistent with the City's plan for Swede Alley walkability.
7. A façade/entry/awning is anticipated to be created at the rear, consistent with the City's plan for Swede Alley redevelopment.
8. Other issues, such as encroachment by the 434 Main building into the 430 Main property would be addressed on the re-plat, consistent with the City's direction.

I hope this is helpful. As always, the Owner and project team invite your questions and comments, so any outstanding issues can be resolved in a timely manner.

Thanks again for your help on this matter.

Sincerely,

Steven A. Swanson – Architect of Record

Cc: Polly Samuels McLean

Recorded at the request of and return to Park City Municipal Corp.
P. O. Box 1480, Park City, UT 84060
When recorded, mail to:
GRANTEE
5667 N. KINGSFORD
PARK CITY, UT 84060

RED NOTE ___ AB ___

311840
Park City Municipal Corp
89 AUG 18 AM 9:39
ALAN SPRIGGS
SUMMIT COUNTY RECORDER
REC'D BY ___

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

QUIT CLAIM DEED

PARK CITY MUNICIPAL CORPORATION, a corporation organized and existing under the laws of the State of Utah, with its principal office at 445 Marsac Avenue, Park City, Summit County, Utah, **GRANTOR**, hereby quit claims to BRETT STRIKWERDA AND RENE STRIKWERDA, **GRANTEES**, the following described tract of land in Summit County, State of Utah:

Beginning at the southeast corner of Lot 8, Block 23, Park City Survey, and running thence North 23°38' West along said Block line 10.0 feet; thence North 66°22' East 45.5 feet; thence South 23°38' East 20.5 feet; thence South 66°22' West 45.5 feet to the easterly line of Block 23; thence North 23°38' West 10.5 feet to the point of beginning.

RETAINING TO PARK CITY, a non-exclusive public utility easement over the entirety of the above-described parcel.

Subject to all easements and rights-of-way of record and subject to all prescriptive easements and rights-of-way, if any, which are enforceable at law.

The officers who sign this deed hereby certify that this deed and the transfer represented hereby were duly authorized under a resolution duly adopted by the City Council of the Grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 20th day of July, 1989.

PARK CITY MUNICIPAL CORPORATION

H W Taylor

Hal W. Taylor, Mayor

Attest:

Anita L. Coletti

Anita L. Coletti
City Recorder

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

BOOK 532 PAGE 488 - 489

RECEIVED
MAR 26 2008
PARK CITY
PLANNING DEPT.

EXHIBIT D.

STATE OF UTAH)
ss
COUNTY OF SUMMIT)

The foregoing Quit Claim Deed was acknowledged before me this 20th day of July, 1989, by Hal W. Taylor, Mayor, who executed the same.

Jan Scott Freeman
Notary Public

My commission expires:
Residing at:

BOOK 532 PAGE 489

When Recorded, Return To:

Kentay Properties
P. O. Box 3532
Park City, UT 84060

VACATION OF EASEMENT

It is the intent of Park City Municipal Corporation, a corporation organized and existing under the laws of the State of Utah, to vacate and terminate its interest in an easement described as follows:

A non-exclusive public utility easement over the entirety of the following described property:

Beginning at the Southeast corner of Lot 8, Block 23, Park City Survey, and running thence North 23°38' West along said block line 10.0 feet; thence North 66°22' East 45.5 feet; thence South 23°38' East 20.5 feet; thence South 66°22' West 45.5 feet to the Easterly line of Block 23; thence North 23°38' West 10.5 feet to the point of beginning. PC-293-A;

As reserved by Park City Municipal Corporation in that certain Quit-Claim Deed by and between Park City Municipal Corporation, as Grantor, and Brett Strikwerda and Rene Strikwerda, as Grantees, and recorded August 18, 1989 as Entry No. 311840 in Book 532 at page 488, records of Summit County, Utah.

In witness whereof, Park City Municipal Corporation hereby vacates and terminates its interest in and to said easement this _____ day of _____________, 2008.

PARK CITY MUNICIPAL CORPORATION

By:_____________________________

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On the _____ day of _______________, 2008, personally appeared before me _____________________, who being by me duly sworn did say that he/she is the _______________ of PARK CITY MUNICIPAL CORPORATION, a corporation organized and existing under the laws of the State of Utah, and that said instrument was signed on behalf of said corporation by authority of its by-laws (or by a resolution of its board of directors) and said _____________________ duly acknowledged to me that said corporation executed the same.

____
NOTARY PUBLIC

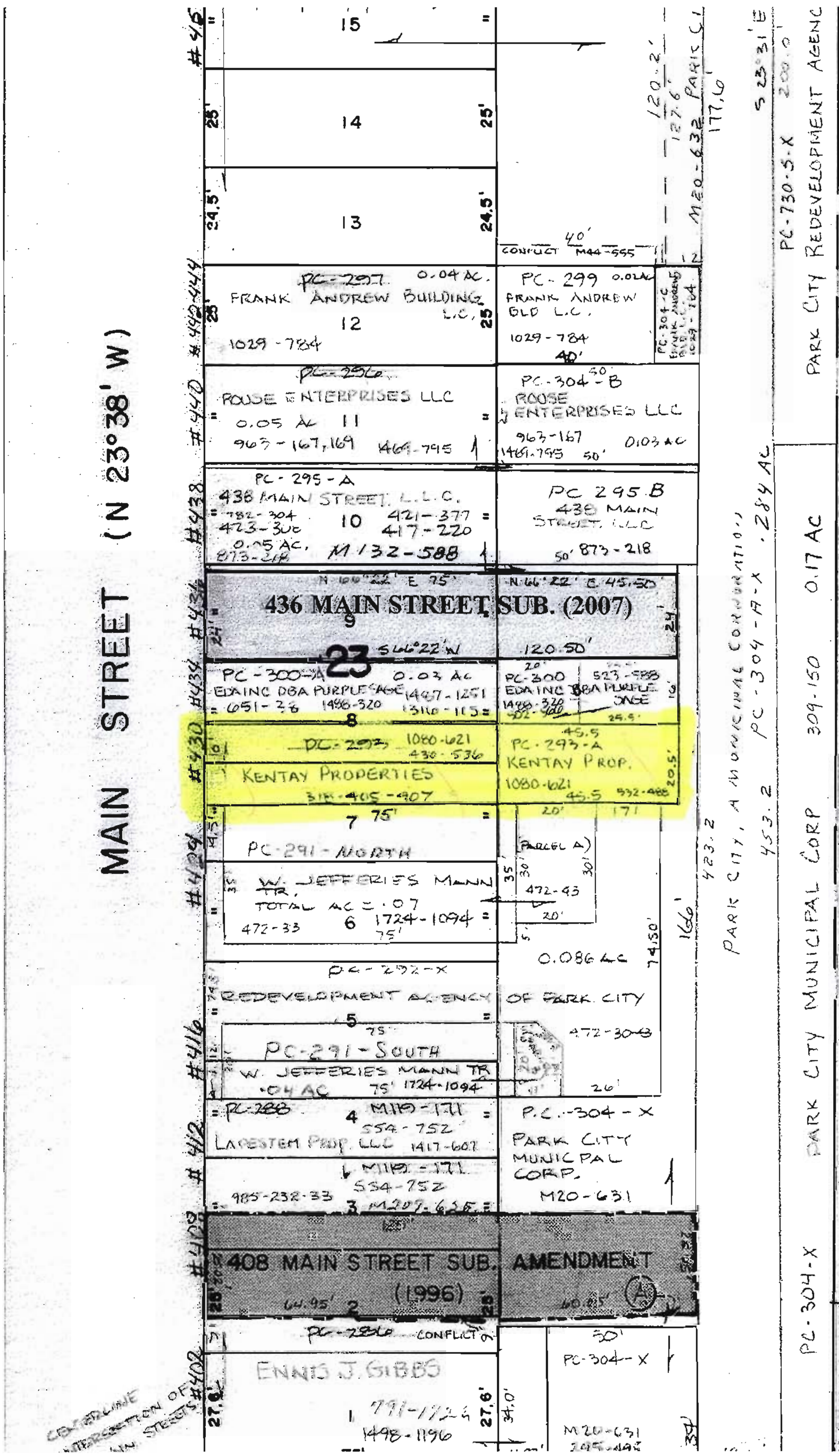
EXHIBIT E

____
Gary L. McDonald

STATE OF UTAH)
: ss.
COUNTY OF ____________)

On this _____ day of June, 2004, Gary L. McDonald whose identity is personally known to me, or proved to me on the basis of satisfactory evidence, and who by me duly sworn, did sign this Driveway Easement Agreement for the purpose stated.

____
NOTARY PUBLIC



MARSAC
STRUCTU

RECEIVED
SEP 20 2007
PARK CITY
PLANNING DEPT.

EXHIBIT F.

SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT
2800 HOMESTEAD RD, PARK CITY, UT 84098 WWW.SBWRD.ORG T 435-649-7993 F 435-649-8040

May 19, 2008

Mr. Steve Swanson, Architect
P.O. Box 3312
Park City, UT 84060

Subject: 430 Main Street Expansion
Sewer Service

Dear Mr. Swanson,

As requested, this letter addresses sewer service to the proposed expansion of the Park City Jewelers building at 430 Main Street.

Expansion of the building will require a new sewer lateral connection to the public sewer line in Swede Alley adjacent to the building. The existing lateral serving the existing building crosses an adjacent lot to the north (434 Main) to connect to the public sewer. With the remodel/expansion of 430 Main, this situation will require correction.

Please submit construction plans for the expansion when they become available. Include a site plan indicating the connection of the new sewer lateral as well as floor plans and plumbing plans for all levels of the proposed building expansion. This will allow us to determine if additional SBWRD impact fees will be required as well as review the lateral connection plan.

If you have any questions please contact me at extension 245.

Sincerely,

Bryan D. Atwood, P.E.
District Engineer

cc: Park City Planning Dept.
Project File

EXHIBIT G

ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

6280 North Silver Creek Drive
Park City, Utah 84098-6202

May 19, 2008

Re: Jas Jewelry

Located : 430 Main St
Park City, Ut

To Whom it May Concern:

I have discussed plans proposed for the above mentioned project and have determined that power is available within a near proximity. Rocky Mountain Power intends to serve the project with electrical service based on load requirements and specifications submitted. All installations for power will be in accordance with *Electric Service Regulation No. 12"* as filed with the Utah Public Utilities Commission.

Any questions concerning this matter may be forwarded to me at (435) 655-7812.

Sincerely,

//Julieann Chapman//

Julieann Chapman
Journeyman Estimator
Park City, Utah
(435) 655-7812

April 22, 2008

To Whom It May Concern:

Re: Availability of QWEST Facilities

This letter concerns the provision of telephone facilities:

Developments: Park City Jewelers

Location: 430 Main Street Park City, Utah

Represented by: Studio 255/ Steven A. Swanson

Site plans for the above development must be presented to Qwest and reviewed. Qwest is a regulated public utility. If the developer elects to establish Qwest facilities within said development, service will be provided to the proposed development in accordance with the applicable tariffs on file with the Utah Public Service Commission.

For any questions or concern's I can be reached at:

Office: 801-974-8113

Cell: 801-574-3198

Fax: 801-974-8160

Email: ryan.warner@qwest.com

Yours Truly,

Ryan Warner

Field Engineer/ Park City

City Council
Staff Report

Subject: **Park City Heights Annexation**
Authors: **Kirsten A. Whetstone, AICP**
Jim Carter, AICP
Date: **June 19, 2008**
Type of Item: **Legislative**

PARK CITY 1884

PLANNING DEPARTMENT

Summary Recommendation
Staff recommends that the City Council continue its review of the Park City Heights annexation request at the regular meeting, conduct a public hearing, and discuss the annexation proposal as outlined in this staff report. No action is requested at this time. Staff recommends the City Council continue this item to the July 10 City Council meeting for further discussion, public input, and possible action.

The purpose of this meeting is to:

- Continue to review the annexation and zoning request
- Conduct a public hearing
- Provide direction regarding the Annexation Agreement

Description

Project Name:	Park City Heights Annexation
Applicants:	Boyer Plumb Park City L.L.C.; Talisker
Location:	South West corner of the intersection of Highways 248 and 40
Proposed Zoning:	Community Transition (CT-MPD)
Adjacent Land Uses:	Municipal open space; City Ice Arena and Fields Complex;
Reason for Review:	Annexations require final action by the City Council

Background

This staff report is supplemental to the Park City Heights Annexation staff reports dated April 24, May 22, and June 5, 2008, and refers to the project history, Exhibits, and background materials attached to those reports.

City Council meetings of April 24, May 22, and June 5

Based on the Council's discussions and direction, staff understands that the Council is generally in agreement on the following items:

1. The CT zone is the appropriate zoning designation for the area proposed for annexation;

2. The MPD project as currently proposed for the annexation area meets the nine requirements of LMC Section 15-2.23-4 (A) and an increase in density of up to one unit per acre, above the base density of one unit per 20 acres is appropriate provided the site configuration and design is modified consistent with the CT zone purpose statement and General Plan;

3. Including 64 required affordable residential units in the MPD is appropriate, as follows:
    a. 20 units (31.4 AUEs) required from Park City Heights based upon the proposed development of 157 market rate units;
    b. 28 units (44.78 AUEs) transferred from the IHC hospital site. A five-acre parcel was donated to the City for these units during the IHC annexation.
    c. 16 units (20 AUEs) proposed by Talisker as part of the Montage amendment to the Flagstaff Mountain Development Agreement.

4. The 157 proposed market units, together with 52 (74.75 AUEs) proposed Talisker Empire Pass required affordable units, or 209 "countable units", proposed to be located on the 239 acre MPD project site represents too much density in the MPD as currently configured. The additional 30 attainable Talisker units submitted with the MPD have been withdrawn consistent with the Planning Commission recommendation.

5. The MPD project as currently proposed is consistent with the following LMC Section 15-2.23-1 purpose statements of the CT zone district:

    (C) Enhance and expand public open space and recreation uses compatible with the adjacent public deed-restricted open space;

    (D) Prohibit highway service commercial, regional-commercial, and limit residential land uses;

    (E) Require building and site design solutions that minimize the visual impacts of parking and parking lot lighting from the entry corridor and adjacent neighborhoods and land uses;

    (F) Preserve and enhance environmentally sensitive lands such as wetlands, steep slopes, ridgelines, wooded areas, and stream corridors;

    (G) Preserve Park City's scenic entry corridor by providing significant open space and landscape buffers between development and the highway corridor;

    (H) Encourage transit-oriented development and uses;

    (I) Promote significant linkages to the broader community open space and trail network;

    (J) Minimize curb cuts, driveways, and access points to the highway.

6. Additional MPD modifications are necessary to comply with CT zone purpose statements A, B, J, and K:

    (A) Encourage low density public, quasi-public, and/or institutional uses relating to community open space, recreation, sports training and development, tourism, and community health;

    (B) Encourage low density development designed in a manner so as to cluster uses in the least visually sensitive areas and maximizes open space;

(J) Encourage the development of high-quality public spaces such as parks, trails and recreation facilities;

(K) Encourage development which preserves the natural setting to the greatest extent possible;

Base Density Determination

The Council discussed several approaches to identifying an appropriate project unit density fewer than the 209 “countable” units currently proposed. An approach to identifying a suitable project density based on the current MPD configuration suggested by Councilman Heir would result in a starting base density of 135 residential units. The Council also indicated that, while the proposed 209 “countable” units in the current MPD are too many, revisions to the MPD that address more complete achievement of purposes A, B, J, and K of the CT zone could alleviate adverse impacts currently resulting from the proposed project density, and could support a proposal for more residential units within a revised MPD

Some of the MPD design and configuration features that the Council identified as having the potential to better achieve purposes A, B, J, and K included:

a. Tighter clustering of the proposed development to place it lower on the prominent hillside;
b. Additional open space between units;
c. Greater variation in the types of residential units within the MPD;
d. Reduction in the number of single-family lots to provide a more resort-oriented housing mix;
e. Integration of the proposed affordable housing units with the market rate units;
f. Additional recreational facilities; and
g. Additional uses and amenities that help create an integrated neighborhood
h. Others identified by staff and the applicant (staff and the applicant will meet prior to the Council meeting on the 19th and will update Council at the time of the meeting).

Near the end of the discussion, the Council suggested that the applicants should be credited for agreeing to include the IHC required affordable housing units in the MPD, a request initially made by the City. The Task Force earlier acknowledged the additional burden the applicants had agreed to accept, and asked the applicants for an estimate of the additional costs of locating the IHC units in the MPC, including the land and infrastructure improvements, and a proposal for offsetting those costs. At that time, the applicants indicated that approval of an additional 14.5 market rate units to the project would be proportionate. Adding these 14.5 units to the 135 discussed above, and rounding up to the nearest whole number, yields 150 units. Staff requests Council discussion whether there is consensus to add this to base density.

The staff recommends that the Council identify an appropriate base residential unit density for the Park City Heights MPD, based on the current configuration of the project. Staff also recommends that the Council consider identifying CT zone purpose statements

A, B, J, and K as criteria for evaluating future, revised MPD applications for consideration of additional project density. **Council discussion requested.**

Next Steps in the Annexation Process

The Annexation Agreement draft provided to the Council on March 26th reflects approval of the affordable, attainable, and market-rate units proposed in the current MPD. At the Council's discretion, staff will revise the March 26th draft Annexation Agreement and exhibits to reflect the Council's direction for consideration at the Council's July 10th meeting. Staff is meeting with the Applicant and the City's Water staff to incorporate water terms and a phasing plan.

Other documents that remain to be finalized for Council approval include;

a. Annexation Ordinance
b. Park City Zoning Map amendment

Recommendation

Staff recommends that the City Council conduct a public hearing, discuss the annexation, and provide direction regarding a base density and specific purpose statements, criteria, or conditions that a revised MPD would need to address for additional density to be considered. Staff recommends that the City Council continue this item to its July 10th meeting for public input, consideration of the draft Annexation Agreement and related documents and possible action.