PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MAY 20, 2010

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, May 20, 2010.

Closed Session
1:00 p.m. Property and litigation

Work Session
3:00 p.m. Council questions/comments
3:10 p.m. Park City Heights update P. 6 - 11
3:30 p.m. Budget discussions P. 12 - 139
Review of operating expenditures:
- Five percent budget reduction plan
- Additional reduction proposals
- Departmental presentations
- Pay Plan
- Lump merit increase pool
- Benefits
  Utah State Retirement System
  Health insurance

Capital project overview:
- Recreation Center Project

5:50 p.m. Break

Regular Meeting
6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF THE MEETINGS OF APRIL 22, 2010 AND MAY 6, 2010 P. 140 - 157

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

1. Consideration of acceptance and award of Pavement Management bids, in forms approved by the City Attorney: P. 158 - 236
   (a) Kilgore Paving for pavement overlays in the amount of $277,810
   (b) Morgan Pavement Maintenance for slurry seals in the amount of $65,537

(c) M&M Asphalt Services for crack seal in the amount of $66,990
(d) Morgan Pavement Maintenance for trail sealcoat sealing in the amount of $6,597
(e) Morgan Pavement Maintenance for micro-surfacing in the amount of $18,940
(f) CTS Utilities for utility adjustments in the amount of $30,715

2. Consideration of a construction agreement, in a form approved by the City Attorney, with Scott Schofield Construction, Inc. for construction of the Ridge Avenue Waterline Extension in an amount of $28,905 P. 237 - 257

3. Consideration of Leases of City property/right-of-way, in forms approved by the City Attorney, for outdoor dining for: P. 258 - 272
(a) Ciseros Ristorante, located at 306 Main Street
(b) Bistro 412, located at 412 Main Street

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

1. Consideration of a construction agreement, in a form approved by the City Attorney, with Bowen Construction Company for construction of the SR-248 and Comstock Pedestrian Tunnel in an amount of $1,051,509, in a form approved by the City Attorney P. 273 - 294

2. Consideration of a Resolution adopting a tentative revised budget for fiscal year 2009 and the budget for fiscal year 2010 for Park City Municipal Corporation and its related agencies
(a) Public hearing
(b) **Motion to continue to May 27, 2010**

3. Consideration of an Ordinance approving the Snow County Condominiums Amendment to Record of Survey Plat, located at 1150 Deer Valley Drive, Park City, Utah
(a) Public hearing
(b) **Motion to continue to a date uncertain**

4. Consideration of an Ordinance approving the Second Amended Sterling Lodge at Deer Valley Record of Survey Plat located at 7660 Royal Street East, Park City, Utah
(a) Public hearing P. 295 - 304
(b) Action

5. Consideration of a Master Festival License for Make A Wish Walk for Wishes to be held May 23, 2010 – Make A Wish Foundation P. 305 - 309
(a) Public hearing
(b) Action

6. Consideration of an Ordinance amending Title 4, Licensing, of the Municipal Code of Park City, Utah for consistency with Utah Alcohol Laws, establishment of other alcohol licenses, and other related matters P. 310 - 341
(a) Public hearing
(b) Action

7. Consideration of an Ordinance approving the 1059 Park Avenue Subdivision, located within Lot 14 and the southerly 10 feet of Lot 15 in Block 4, Snyders Addition to the Park City Survey, Park City, Summit County, Utah P. 342 - 348

(a) Public hearing
(b) Action

8. Consideration of an Ordinance approving the Prospector Square Amended Subdivision Plat, located at 1895 Sidewinder Drive, Park City, Utah P. 349 - 353

(a) Public hearing
(b) Action

9. Consideration of an Ordinance approving the Nakoma Condominiums First Amendment to the Amended and Restated Nakoma Condominiums Record of survey plat located at 8800 Marsac Avenue, Park City, Utah P. 354 - 367

(a) Public hearing
(b) Action

10. Consideration of an Amendment to Condition of Approval #3(c) of the 1991 City Council Conceptual Approval of the Town Lift Project requiring Historic District Commission review and approval of all building designs relating to the project P. 368 - 431

(a) Public hearing
(b) Action

11. Consideration of an Ordinance approving the 352 Main Street and First Amended 352 Main Street Plat Amendment, located at 352-354 Main Street, Park City, Utah P. 432 - 439

(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.

Wireless internet service available in Marsac Building on Wednesdays and Thursdays – 4 p.m. to 9 p.m.

Posted: 05/17/10
See www.parkcity.org

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

May 2010

27 Budget – work
Tour of Utah MFL
BOA appointments
PSSM
Public hearing on tentative budget
Recreation Center Construction Contract
Ordinance – 1110 Woodsisde Avenue plat amendment
Questar Gas contract – Comstock Tunnel - MC
Meter vault repair contract – TL
1110 Woodside Avenue
Public hearing – PC Heights
Quinns WTP construction contract

June 2010

3 Budget – work
Review of two year special event policy – work
Public hearing and adoption of tentative budget
Public hearing and adoption council compensation
Adoption – Fee resolution
Adoption CEMP resolution
8 Joint Meeting with HPB – 5 p.m. – 6:30 p.m.
10 Budget – work
Public Art Board Strategic Plan - work
PC-SLC Transit Service (work - 1 hour)
Public hearing on final budget
Construction contract for Bonanza Drive
17 Budget – work
Joint Planning Commission work – (5 – 6 pm)
Holiday Ranch Loop construction contract – work/action
Public hearing on final budget
Adoption of final budget for all agencies
24 NSL appeals

July 2010

1 Norfolk Ave Reconstruction (work - 45 min)
Environmental update and prioritization (1 hr)
8 **No meeting**
15
22
29

Pending Items:
Open space maintenance
U S Postal Service gang boxes in Old Town - MC
Performance measures (work)
Wild land interface issues

BUDGET CALENDAR

May 6

Work Session

Presentation of the Tentative Budget
- Budget Overview & Timeline
- New Expenditure Funding Strategy
- Update of Financial Impact Report (FIAR)
- Revenue/Expenditure Summary
- Economic Outlook – Revenue Mix

Regular Meeting

Public Hearing on the Tentative Budget

May 20

Work Session

Operating Expenditures
- 5% Budget Reduction Plan
- Departmental Presentations

Pay Plan
Lump Merit Increase Pool
Benefits
- URS - Retirement
- Health Insurance

Regular Meeting

Public Hearing on the Tentative Budget

May 27

Work Session

Fees Changes
- Building, Planning, and Engineering
- Administrative Interfund Transfers
- Special Event Fees

CIP Budgets
- CIP Alternative Matrix
- Racquet Club
- Fleet Study
- New Project Request

Regular Meeting

Public Hearing on the Tentative Budget

June 3

Work Session

Personnel Policies and Procedures (P&P) Manual
City Fee Resolution
Council Compensation
Budget Policies
Outstanding Budget Issues

Regular Meeting

Adoption of the Personnel P&P Manual by Resolution
Public Hearing on the Tentative Budget
Adoption of the Tentative Budget
Public Hearing on the City Fee Schedule
Adoption of the City Fee Schedule by Resolution
Public Hearing on Council Compensation
Adoption of Council Compensation Resolution
Adopt CEMP update by resolution

June 10

Work Session

Outstanding Budget Issues (If necessary)

Regular Meeting

Public Hearing on the Final Budget

June 17

Work Session

Presentation of the Final Budget
Outstanding Budget Issues

Regular Meeting

Public Hearing on the Final Budget
Adoption of the Final Budget by Resolution

Redevelopment Agency Meeting

Public Hearing on the RDA Budgets
Adoption of the RDA Budgets by Resolution

Municipal Building Authority Meeting

Public Hearing on the MBA Budget
Adoption of the MBA Budget by Resolution

*** Schedules and topics subject to change**

City Council
Staff Report

Subject: **Park City Heights Annexation**
Author: **Kirsten A. Whetstone, AICP**
Date: **May 20, 2010**
Type of Item: **Legislative – work session**

PARK CITY 1884
PLANNING DEPARTMENT

Summary Recommendation

The purpose of the work session is to:

- Provide Council with an update regarding the pending Park City Heights Annexation petition

Description

Project Name:	Park City Heights Annexation
Applicant:	Park City Municipal Corporation and the Boyer Company
Location:	Southwest corner of the intersection of Highways 248 and 40
Proposed Zoning:	Community Transition (CT-MPD)
Current Zoning:	The property is zoned in Summit County as Rural Residential (RR) and Mountain Remote (MR)
Adjacent Land Uses:	Municipal open space; single family residential subdivisions; vacant parcel to the north zoned County- RR; and vacant parcel to the south zoned County- MR; IHC and the City Ice Arena and Fields Complex are on the northwest corner of the intersection.
Reason for Review:	Annexations require a recommendation from the Planning Commission with final action by the City Council

Background

On April 9, 2008, the Planning Commission voted to forward a positive recommendation on the proposed 286.64 acre Park City Heights Annexation. This staff report is supplemental to the previous Park City Heights Annexation City Council staff reports from April 24, 2008 to July 30, 2009, when the item was continued to August 20th. From August 20th to October 8th the item and public hearing were opened and continued without substantive public comment or discussion. On October 8th the item was continued to a date uncertain. At previous meetings, the Council reviewed the annexation application, annexation agreement, water agreement, density proposals, concept development plan, affordable housing issues, and transportation element obligations.

On November 12, 2009, Council approved a land purchase agreement to acquire a 50% interest in approximately 200 acres of the annexation property. A condition of the Purchase and Sale Agreement with Boyer, one of the Annexation co-applicants, requires the parties to enter into a Co-Tenancy Agreement prior to closing. Prior to November 12th the City also acquired the Talisker interest in the Annexation property (approximately 40 acres) and became a co-applicant to the Annexation application.

On November 19th the Council conducted a public hearing and approved the Co-Tenancy Agreement. This agreement creates a 2 year window for additional public process, planning, and negotiation regarding the form the public/private partnership will take. If an agreement on the Development Plan for Park City Heights is not reached within 2 years, Boyer may exercise an option and the City will buy the remaining 50% interest in the property. If the property is annexed, a Master Planned Development approval from the Planning Commission is required prior to any development or site work or building permit approvals.

Since November 2009, the City and Boyer Company have been working on amendments to the concept site plan to address the Planning Commission's recommendations, as well as amendments to the affordable housing plan, water agreement, and overall annexation agreement. The proposed annexation plat and revised concept plan are attached as Exhibits A and B.

The revised concept plan includes a reduction from a maximum of 200 to 160 Market Rate units (with a mix of lot sizes from 6,000 sf to 10,000 sf) and 79 Affordable units (with a mix of stacked condos, townhouses, and single family detached houses), which includes the 19 Affordable Unit Equivalents (AUEs) proposed to be transferred from IHC. The total density ratio is 1 unit per acre, consistent with the proposed CT zone (for the 239 developable acres). If the 46 required affordable housing units (IHC and PC Heights obligations) are excluded from the density calculations, the net density ratio is 0.81 units per acre.

Staff and the Applicants continue to work on finalizing the water agreement and annexation agreement and will provide these documents with the next Staff report.

Next Steps

Staff has scheduled and noticed this item for a public hearing and possible action on May 27th . The final ordinance, annexation agreement, and water agreement will be available for the Council's and public's review and consideration with the May 27th packet. Staff will also present a final revised concept plan for the Council's consideration. If the annexation is approved with the proposed Community Transition (CT) zoning designation, then the concept plan will become the basis of the revised Master Planned Development submittal to the Planning Commission.

Master Planned Developments require a public hearing and final action by the Planning Commission. A development agreement between the applicants and the City is required before any development work can begin. A subdivision plat, to create legal lots of record, dedicate streets and easements, and identify open space parcels, trails, common areas, etc. is a requirement prior to site work and building permits. Subdivision plats are reviewed by the Planning Commission with final approval by the City Council.

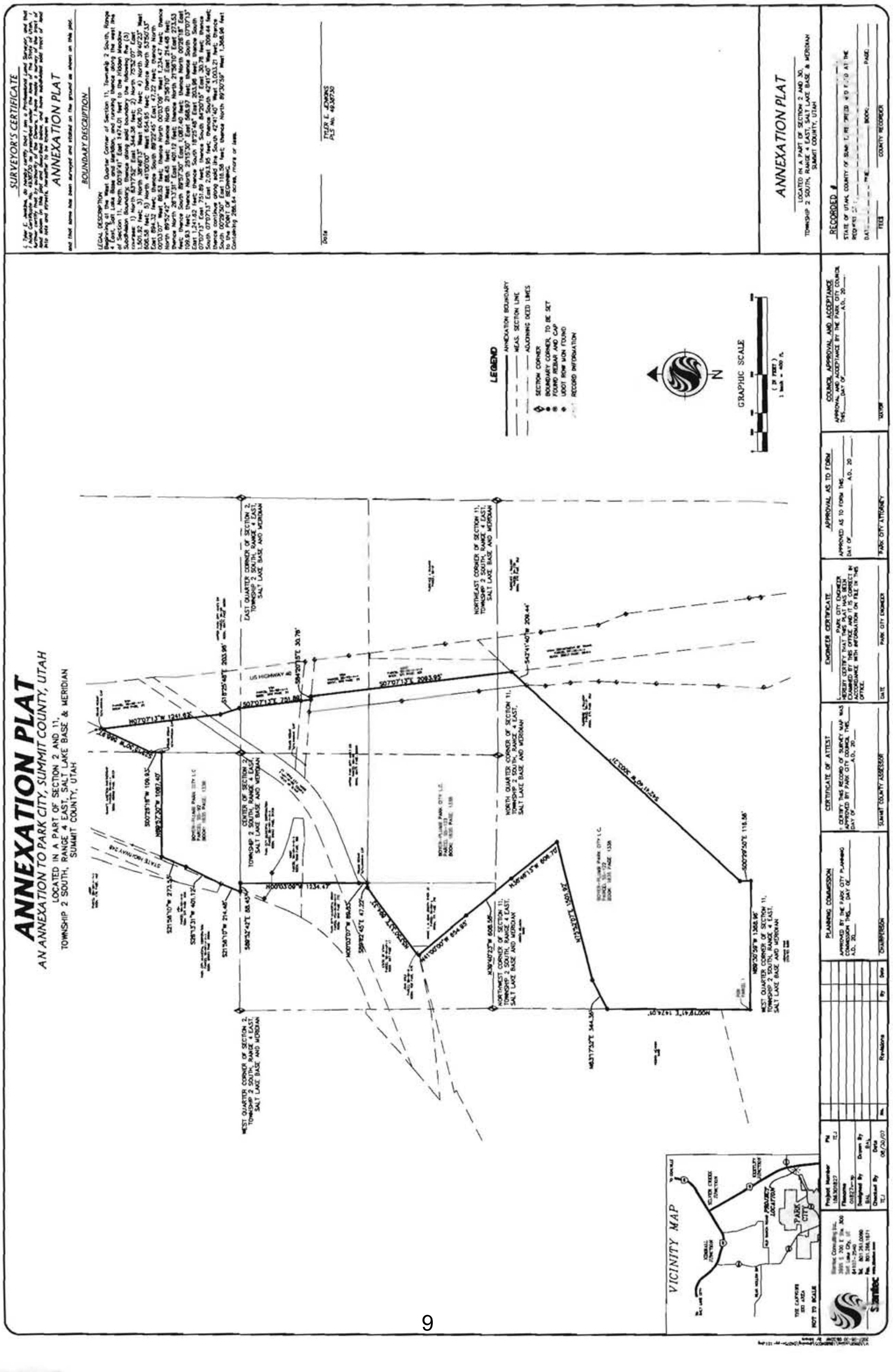
Preliminary Project Timeline

Phase 1: Annexation Approval- by June 2010
Phase 2: MPD Application and Review- July – December 2010
Phase 3- Subdivision application and review- concurrent with MPD for preliminary plat
Phase 4- Final platting – December 2010- March 2011
Phase 5- Infrastructure design, development approvals- December 2010- July 2011

Recommendation
No direction is requested at this time. This item will be formally noticed and scheduled for the May 27, 2010, Council meeting for a public hearing and possible action.

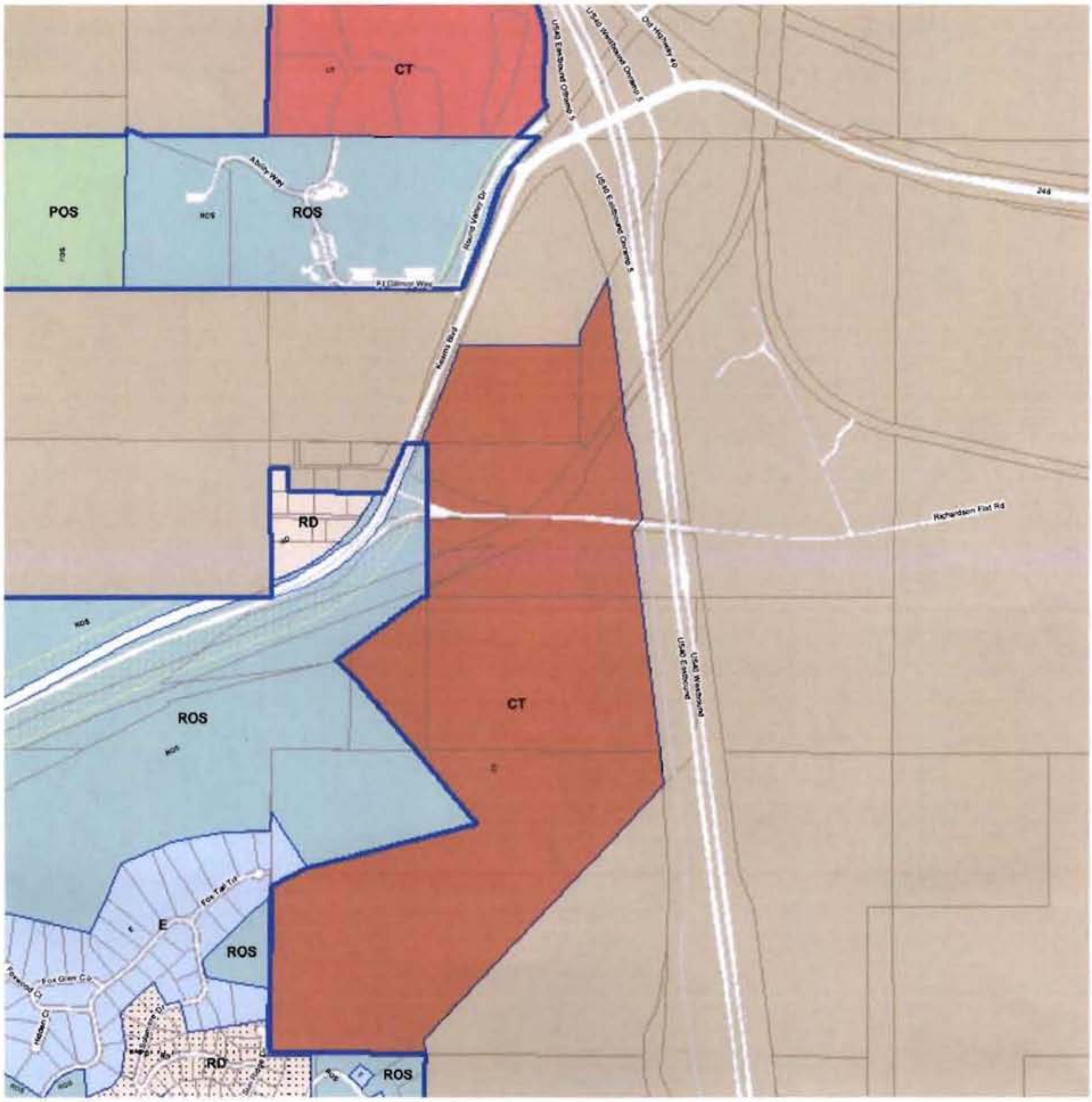
Exhibits
Exhibit A- Annexation plat
Exhibit B- Concept site plan
Exhibit C- proposed zoning map

Exhibit A


ANNEXATION PLAT
AN ANNEXATION TO PARK CITY, SUMMIT COUNTY, UTAH
LOCATED IN A PART OF SECTION 2 AND 11,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH
SURVEYOR'S CERTIFICATE
BOUNDARY DESCRIPTION
LEGEND
GRAPHIC SCALE
VICINITY MAP


Park City Heights
Conceptual Master Plan
June 2009
Proposed Development
239.56 Acres Total Project Area:
84 Single Family Estate Residential
105 Single Family Cottage Residential
75-85 Attached Residential
173.41 Acres 72.38% Total Project Open Space:
north
scale 1" = 200'
OPEN SPACE & DONATED LAND TO PARK CITY
OPEN SPACE
OLD DUMP ROAD
TIE INTO EXISTING TRAIL SYSTEMS
COMMUNITY CLUBHOUSE & PARK
TIE INTO RAIL TRAIL
SCENIC TRAIL OVERLOOK
OPEN SPACE
SINGLE FAMILY COTTAGE RESIDENTIAL
SINGLE FAMILY ESTATE RESIDENTIAL
HIDDEN MEADOW SUBDIVISION (1995)
THE OAKS AT DEER VALLEY SUBDIVISION
MORNING STAR ESTATES SUBDIVISION

Exhibit C



CT
POS
ROS
Ability Way
Round Valley Dr
Ft Gilmor Way
Kearns Blvd
RD
Richardson Flat Rd
ROS
CT
E
Fox Tail Trl
ROS
Fox Glen Ct
RD
ROS
US40 Westbound
US40 Eastbound
Old Highway 40
248

City Council Staff Report

Subject: City Manager's Recommended Budget
Author: Nate Rockwood, Bret Howser, Jed Briggs
Department: Budget, Debt, & Grants
Date: May 20, 2010
Type of Item: Informational

Summary Recommendations:
Hold a public hearing on the City Manager's Recommended Budget. Provide direction concerning the operating budget options, reductions, and levels of service. Provide direction on pay plan, lump merit pool, and URS – retirement and health insurance benefits.

Topic/Description:
FY 2010 Revised Budget and FY 2011 Proposed Budget

Background:
The City's budget process began in January with the annual Council Visioning Session. At that time, the Budget Department presented updated revenue projections which portrayed a budget shortfall of $1.8 million in FY 2010. Staff proposed a shortfall reduction matrix which outlined a strategy for addressing the shortfall through operating budget reductions, capital reprioritization, and revenue enhancement. Council affirmed a "Minor" shortfall level according to the City's revenue shortfall policy. Staff also presented an update of the long-range financial projections, the Financial Impact Assessment Report (FIAR), and the service level assessment, or SLAC. The Budget Department noted during visioning the long-term issues associated with property tax laws and the lack of an inflationary component built into the certified property tax rate. Council was told that it was unlikely that Park City could continue to provide existing service levels in the long run without considering property tax increases. Staff received additional direction from Council at Visioning Session concerning other topics, requests, and discussions to include in the upcoming budget.

Department managers then compiled operating budget reduction plans to present to the City Manager during February and March. These operating reduction plans, which identified up to 5% operating reductions, as well as any budget increase requests were considered during a series of meetings between functional teams and the City Manager. Portions of the 5% reduction plans as well as some budget increase options were then approved, denied, or modified with the intent of realizing an overall operating budget with little to no increase from 2010 original budget levels.

New capital project requests were evaluated by the CIP Committee during March and prioritized following the same criteria used during the full CIP re-prioritization done last year. The CIP Committee worked with the direction to cover $650,000 of the projected shortfall in FY 2010 with a reduction of the General Fund transfer to capital. The

Committee forwarded their recommendation to the City Manager in late March. The City Manager made final decisions on operating and capital recommendations in April.

On May 3rd, staff delivered the City Manager's Recommended Budget (Tentative or Proposed Budget) to City Council. On May 6 the Tentative Budget, Budget Overview & Timeline, Update of Financial Impact Report (FIAR), Revenue Mix Analysis & 15-Year Revenue Action Plan, New Expenditure Funding Strategy, and Property Tax Increase were presented to Council. Public hearings are currently scheduled for May 20th, 27th, June 3rd, and 18th. Council work session on June 10th may be used for further budget discussion if the time is needed. Discussion/action is slated for these dates as follows, barring changes as needed:

May 20 – Operating Expenditures, 5% Reduction Plans, Departmental Presentations, Pay Plan, Lump Merit Increase Pool, Benefits – URS Retirement Increase & Health Insurance

May 27 – Fee Changes – Building, Planning & Engineering Fees, Administrative Interfund Transfers, Special Event Fees, CIP Budgets – CIP Alternative Matrix, Racquet Club Remodel, Fleet Right-Sizing Study, New Project Requests, Outstanding Budget Issues

June 3 – Budget Policies, Personnel Policies and Procedures (P&P), Fee Resolution, Adoption of Tentative Budget, Outstanding Budget Issues

June 10 – Outstanding Budget Issues (if necessary)

June 17 – Presentation & Adoption of Final Budget (if no property tax increase), Adoption of Provisional Budget (if property tax will be increased)

In addition to these meetings, if Council selects to implement the recommended property tax increase a public Truth In Taxation hearing must be held in August, and a Final Budget adopted by August 18th.

Analysis:

On May 20 the Budget, Debt, and Grants Department will introduce the operating budget to Council, followed by each team presenting significant options and reductions from their departments. This year managers were asked to determine budget options in two parts, usual requests (options) and a 5% reduction plan. As usual, options/reductions were prioritized by teams (departmental groups) consistent with Council direction and City priorities. This helps the City Manager determine which options and which reductions would ultimately make it into the City Manager's recommended budget. A complete list of these options/reductions that were requested by departments and those recommended by the City Manager (organized alphabetically by team) are included on page 164 of the Executive Summary of the Budget.

FY 2011 Budget Cuts

Team		Dept		FY 11 Bud	Increase/ Decrease	% +/-
Executive		CITY COUNCIL		$217,984		
		CITY MANAGER		$598,312		
		ELECTIONS		$0		
		LEGAL		$808,107		
		VENTURE FUND		$35,000		
		SPECIAL MEETINGS		$13,000		
			Subtotal	$1,672,403	-$47,752	-2.86%
Internal Services		BUDGET, DEBT & GRANTS		$245,224		
		HUMAN RESOURCES		$602,813		
		FINANCE		$797,094		
		TECHNICAL & CUSTOMER SERVICES		$1,159,710		
			Subtotal	$2,804,841	-$91,369	-3.26%
Public Works	Public Works	BLDG MAINT ADM		$1,073,369		
		FIELDS		$193,179		
		PUBLIC WORKS ADMIN.		$288,520		
		PARKS & CEMETERY		$1,372,435		
		STREET MAINTENANCE		$1,845,168		
		STREET LIGHTS/SIGN		$184,000		
		SWEDE ALLEY PARKING STRUCT.		$80,450		
			Subtotal	$5,037,121	-$181,526	-3.60%
	Water	WATER BILLING		$120,379		
		WATER OPERATIONS		$3,889,498		
			Subtotal	$4,009,877	-$6,490	-0.16%
	Fleet	FLEET SERVICES DEPT		$2,335,909		
			Subtotal	$2,335,909	-$107,725	-4.61%
	Transit	TRANSPORTATION OPER		$6,865,919		
			Subtotal	$6,865,919	-$35,000	-0.51%
	Golf	GOLF MAINTENANCE		$675,339		
Library & Recreation		GOLF PRO SHOP		$588,417		
			Subtotal	$1,263,756	-$60,064	-4.75%
	Library & Recreation	CITY RECREATION		$1,508,534		
		TENNIS		$634,855		
		LIBRARY		$845,171		
		ICE FACILITY		$820,584		
			Subtotal	$3,809,144	-$141,697	-3.72%
Sustain-ability		SUSTAINABILITY - VISIONING		$457,994		
		SUSTAINABILITY - IMPLEMENTATION		$450,684		
			Subtotal	$908,678	-$34,938	-3.84%
Public Safety		POLICE		$3,520,444		
		STATE LIQUOR ENFORCEMENT		$66,785		
		COMMUNICATION CENTER		$719,026		
		DRUG EDUCATION		$149,450		
			Subtotal	$4,455,705	-$57,100	-1.28%
Community Development		ENGINEERING		$370,233		
		PLANNING DEPT.		$945,294		
		BUILDING DEPT.		$1,739,144		
			Subtotal	$3,054,671	-$141,511	-4.63%
		All Team Total		**$36,218,024**	**-$905,172**	

There was no across-the-board 5% cut, but rather a concerted effort to only cut budgets where it would affect service levels the least. Teams were especially careful to scrutinize the need for new options and limit operating requests.

The Operating Budget consists of Personnel, Materials, Supplies, and Services, Departmental Capital Outlay, and Contingencies for each department. The following table shows the total change to the Operating Budget from the FY 2010 Original Budget and FY 2011 Plan adopted by Council in June 2009.

Total Operating Budget Options by Fund
(Change from FY2010 Budget & FY2011 Plan)

	FY 2010 Adjusted Budget	FY 2011 Budget
Fund 11 General Fund	$343,025	$186,870
Fund 12 Quinn's Recreation Complex	$0	-$53,295
Fund 51 Water Fund	$0	$17,761
Fund 55 Golf Fund	$18,000	-$32,588
Fund 57 Transportation Fund	$9,000	$82,404
Fund 62 Fleet Fund	$0	-$107,313
Fund 64 Self Insurance Fund	$92,910	$92,936
Total	**$462,935**	**$186,774**

Operating Increases/Decreases by Fund from the 2010 Original Budget and 2011 Plan (includes Personnel, Materials, Supplies, Services, Departmental Capital Outlay, and Contingencies)

The major increase from the FY 2010 Original Budget to the FY 2010 Adjusted Budget is found in the General Fund and Self Insurance Fund. Almost 50% of the General Fund increases have a revenue offset, such as a grant or increased fees. Another 40% of increase in the General Fund is due to relocation expenses associated with the proposed Racquet Club Renovation project. The increase in the Self Insurance Fund is related to outside legal fees related to various litigation cases. These expenses should not be ongoing, but are likely to carry through the FY 2011 Budget. The funding for this increase will come from the accumulated balance in the Self Insurance Fund. These changes are also reflected in the difference between the FY 2011 Plan and the FY 2011 Budget. Various other changes are happening in the General Fund in FY 2011, but the net effect is close to zero.

Teams will present their recommended options to City Council on May 20. The following is a summary of each team's options:

Public Works

Public Works Admin – With the retirement of the Public Works Director mid-year, the Public Works Team went through the interim reorganization policy described in the City's Policies and Procedures. The director position was removed from the budget, with the duties of this position being distributed amongst the Public Works Operations Manager, the Transit & Transportation Manager, and the Water Manager. The adjusted job descriptions for these positions were reviewed and benchmarked by the Pay Plan Committee, and the City Manager recommends pay grade increases for these positions.

In addition, as part of the reorganization, the unfilled Transportation Project Manager (E06) position was re-classed to a Senior Transportation Planner (E08). In conjunction with this re-classification, the Principal Planner position in the Planning Department was removed with the intent of shifting resources from the Building, Planning, & Engineering function to the Transit & Transportation function as made necessary by current demand levels. It is expected that incumbent of the removed Principal Planner position will shift to the unfilled Senior Transportation Planner position without a change in pay. The Tentative Budget currently shows this position moving from an E06 to an E07; the Final Budget will show the position as an E08. This change will be highlighted as a technical adjustment in the "Changes from Tentative Budget" section of the Final Budget. The only other adjustment associated with this reorganization is the creation of a Water Operations Team Leader at a grade E06.

The total savings of the Public Works reorganization is in excess of $200,000 citywide, although the impact varies by fund.

The remaining Public Works Administration operating budget was then cut by $20,271 with the remaining operating budget ($17,860) and remaining personnel, transferred into the Streets department budget. The Public Works Administration budget has been effectively closed with zero remaining budget.

<u>Water Billing and Water Operations</u> – As mentioned above the City Manager is recommending Water department position grade shifts as part of the public works reorganization. The Water Manager is recommended to move from a grade E10 to a grade E11 and a Water Operations Team Leader grade E06 is being added to the budget.

The Water Billing and Operations departments did not request any budget options. Water department cuts include a $6,490 reduction in printing, department supplies, and postage in the Water Billing department. Reductions in the Water Operations department are being used as a one-time funding source for EPA environmental remediation recovery expenditures. The Water Operations department was able to make the reductions without service level impacts due to the delay in the Quinn's Water Treatment Plant construction and startup to Fall of 2011, thus delaying the associated operating expenses.

<u>Transportation</u> – The Transportation department is also impacted by the Public Works reorganization. The Transit & Transportation Manager position is moving from a grade E11 to a grade E12. The Transportation Project Manager position grade E06 is being reclassified as a Senior Transportation Manager grade E08.

The Transit department is also requesting two additional bus driver positions which will be required with the opening of the Richardson Flat Park and Ride. The department is also requesting an additional $9,000 in FY 2010 and $18,000 in FY 2011 due to increase in credit card transaction fees associated with new meter technology.

Transportation department cuts include reduction in recruiting expenses ($10,000), delaying building repairs ($10,000), reduction in sign replacement ($5,000) and delaying uniform replacement ($10,000). These reductions are expected to have minimal impacts to the City's transportation service.

Fleet Services – There are no budget requests from the Fleet Services department. Department cuts include reductions in oil and fuel costs and department supplies totaling $107,725.

Bldg Maintenance – Building Maintenance did not request any budget options. The department's 5% reduction ($54,950) will cut cleaning supplies, equipment repairs & maintenance. It will also eliminate window cleaning, reduce carpet cleaning and reduce restroom room cleaning during special events. This option will have a moderate impact on the department's ability to provide quality service.

Street Maintenance - The Street Maintenance portion of the public works reorganization includes reclassifying the Public Works Operations Manager from a grade E08 to a grade E09. The Streets Department did not request any budget options. Department cuts amount to $46,967. This includes removing part time street maintenance staffing. It also includes reductions in contract services including concrete curb, gutter, guardrail, storm drain and sidewalk replacement ($17,500). There will also be additional reductions in staff uniforms, training, and consulting ($2,500). Impacts in snow removal will be evident and are expected.

Street Lights/Signs – The Street Lights and Signs department is not requesting any budget options. The department cuts total $9,200. Service level will amount to a reduction in sign and light replacement and the replacement of regulatory signs only if required, all other signage will be reused after depleting existing inventory. The department will also utilize existing inventory of street lighting parts and delay the replacement of complete fixtures.

Swede Alley Parking Structure – The department will cut $4,025 from contract services and equipment. This will result in reduced garbage cleanings services in parking areas. Some impacts will be offset by staff and are expected to be moderate.

Parks & Cemetery – The City Manager's recommended budget includes a $6,000 budget option to provide additional funding for required water backflow testing. The State requires annual testing of all irrigation backflow preventers. Testing will be contracted out to a third party tester. This option supports Council's top priority goal of "Water Quality". The department will cut $36,113 as part of the 5% reduction plan. This cut will moderately impact city beatification program. Areas impacted: eliminate the planter at the bottom of light poles, eliminate the annual planting in front of Miners hospital, drastically reduce holiday lighting, and postpone the replacement of all small equipment.

Fields – The Quinn's Fields department is not requesting any budget options. The department will cut $10,000 as part of the reduction plan. This reduction will impact the City's ability to replace dead shrubs and trees. Reduction will also impact maintenance of the facility such as field lighting, fence repairs, pressure washing, etc. Impacts will not affect playability of the fields.

Golf Maintenance – Golf Maintenance did not request any budget options. The department cut includes the removal of the equivalent of 1.1 part-time golf maintenance FTEs, which amounts to $35,792. This cut will have a minimal impact on playing conditions.

Library & Recreation

Golf Pro Shop – The City Manager's budget recommends two budget options for the Golf Pro Shop, the first is a technical adjustment which eliminates a negative budget which was incorrectly negating the actual budget for end of the season bonuses ($18,000). The second is a new budget option that creates a budget line item to cover large offseason unemployment benefits ($17,700). As part of the 5% cuts the Pro Shop reduced part-time personnel by $24,404. Reductions will have moderate service level impacts in the shoulder season. The Pro Shop also reduced the amount of inventory for resale; this should have minor revenue impacts.

City Recreation – City Recreation requested one option for FY2010 which will provide budget for one additional week of recreation programming due to the 11 week summer in the school calendar. This option will be offset with additional recreation revenue. Budget options for FY 2011 include additional day camp transportation costs and additional programming for the dirt jump clinic and adventure camp; both options will be offset with additional recreation revenue and should provide a net revenue increase. The Recreation department is requesting an option on behalf of the Parks Maintenance department in the amount of $11,000 for cleaning the Creekside Park restroom.

Recommended cut in the Recreation department include a $5,000 reduction to the Park City Holiday event, $2,520 cost reductions in softball leagues, and a $17,759 reduction in fitness center costs. Fitness center cost reductions will correlate with the Racquet Club Remodel project. It the project is not approved the Recreation department has identified additional budget cuts.

Tennis – The Tennis department did not request any budget options. The Tennis department cuts include cost reduction in tennis leagues ($3,000), elimination of Men's National Tennis Tournament ($6,500), reduction in pro shop staff and inventory ($94,269) (this option includes a significant revenue decrease as merchandise would not be available for sale), and reduction in tennis staffing ($18,734). As mentioned above, Tennis staffing and pro shop cost reductions will correlate with the Racquet Club Remodel project. It the project is not approved the Tennis department has identified additional budget cuts.

Library – No budget options are recommended for the Library. Department cuts include removing the funding for the reciprocal borrowing program ($12,000), discontinue subscription to software for kids to search on-line catalog for library materials, (Low Impact - Kids can utilize adult card catalog to find items) ($800), reduce subscription to U.S. Business listings ($1,450), and Decrease adult program funds by $750 and childrens' by $250. Reduction will have minor impacts on library services.

Ice Facility – Ice Facility budget options include $6,500 in contract services to cover cost of necessary services, including cooling tower water treatment, elevator maintenance, entryway rug cleaning; part-time staffing to cover increased hours of operation ($5,036); budget to cover additional sports officials (3,500); and additional figure skate inventory ($4,592). The part-time staffing, sports official, and figure skate inventory options all include revenue offsets which are expected to result in a net revenue increase.

The Ice Facility budget cuts primarily comprises of the finalization of the Ice Facility reorganization, implemented in December 2009. The reorganization removes the Ice Facility Manager position while reclassifying the grade N10 Ice Arena Operations Specialist to a grade E06 Ice Operations Manager and the grade N10 Marketing & Events Coordinator to a grade E06 Business Operations Manager. This reorganization also adds a part-time (0.75 FTE) building maintenance position for the arena and reduces overtime pay by $5,000. The total savings is more than $62,000 annually.

Executive
The Executive Team (City Council, City Manager, and Legal Department) is recommending one technical adjustment for FY2010 which creates a budget to cover expenses in the City's elections budget ($14,260). The elections budget was mistakenly omitted from the FY 2010 Original Budget. The City Manager department is recommending a budget option to increase the department's car allowance budget to cover the Assistant City Manager position. Options also include a City Council compensation option, which will be discussed in detail during the June 3 council meeting.

The Executive team's budget cut amounts to $47,752. The special meeting budget will be reduced by $5,000 which will have a moderate impact of the City's flexibility in expanding the City's regional cooperation opportunities and to increase Park City's visibility at the State level with the Legislature.

The venture fund will be reduced by $10,000. The venture fund is a City Council authorized sum of money to encourage innovation and to realize opportunities not anticipated in the regular program budgets. Further reductions to this fund reduce the Manager's ability to address and support opportunities proposed by employees. This fund has supported opportunities such as: content development for the ParkCityGreen.com website, etc. This cut may have moderate to high impacts on city services.

The Legal department cut consists of a $3,552 reduction to the department meetings, conference, and travel line. This will reduce the department's ability to provide training opportunities to staff and pay for travel expenses. Reduction is expected to have minor to moderate impact on department service levels.

Sustainability
Community & Environment – The Community & Environment department did not request any new budget options. The department cut approximately $22,000, which include cuts in office supplies and equipment, affordable housing resources, environmental sustainability resources and public process resources (reduced citizen outreach and related expenses). Reduced scope of citizen outreach including design and mailing of print materials, design and conducting community satisfaction surveys, and hosting community meetings. Related expenses include reduction in budget for books and subscriptions for current issues and best practices, and reduced printing and postage costs. These reductions are expected to result in moderate service level impacts.

Economy - The Economy Department is requesting three budget options for FY2011. The first is on behalf of the Parks & Cemetery department for contract snow removal for the recent walkablity sidewalk project on Little Kate & Lucky John ($12,000). The Sustainability Department is *not* recommending that the Holiday Ranch Loop sidewalk, scheduled for construction during the summer of 2010, receive plow services for 2010/2011 winter, because it does not currently meet the criteria for sidewalk plowing services (Municipal Code 14-4-9 and PCMC Snow Removal Guide (namely Criteria 1 that the service can be provided with existing City equipment and resources). To that end, Sustainability will be collaborating with the Public Works on a budget request for FY 2012 which would include the capital cost of a new sidewalk plow (approximately $120k) as well as, personnel and replacement costs. This request represents the efforts of the City to provide additional (snow removal) services for the newly constructed walkability projects associated with the 5 year CIP, as outlined in the May 2008 Walkability staff report.

The second option is for additional contract money resulting from the redistribution of job duties and tasks among full-time and contract event staff. Covering overtime during labor-intensive events requires an additional $10,000. However, $7,500 of that request will be offset by a reduction in personnel costs associated with reduction in duties of full time staff. The remaining $2,500 will be offset by increased special events fees. This option has been reduced by $30,000 from the time when the Tentative Budget was prepared. This reduction will be included as an adjustment to the Final Budget and will be included in the "Changes from Tentative Budget" section of the Final Budget.

The third requested budget option is for $10,000 in facility improvements as outlined in the City's long-term agreement with the Park Silly Sunday Market. Reductions in the Economy department include reductions in office supplies and equipment, and contract service funds reserved for miscellaneous studies. Reduction in miscellaneous contract funds will limit the department's ability to provide independent analysis to Council and the City Manager on upcoming community development projects.

Public Safety
The City Manager's recommended budget includes several options related to the police department. In the FY 2010 budget the Police department cut the budget line for uniform dry cleaning. The police department has requested that the uniform dry cleaning line be included as new budget option to restore the department's dry cleaning service ($7,000).

In order to conform to accounting standards the City is required to move ongoing personnel and other related costs from capital improvement projects into operating funds. The Emergency Management budget previously in CP0217 (Emergency Management Program Startup) has been moved to the police operating budget. This change is considered a technical adjustment and is not considered a new option requested by the Public Safety departments. An offset for this position will occur in the CIP fund and will reduce the required transfer from the general fund to capital. The emergency management budget consists of the Emergency Management employee contract ($55,000) and ongoing budget items such as memberships, office equipment and supplies, and other operating expenses ($45,000). The employee contract is included in the Tentative Budget; the operating portion of emergency management is in addition to the Tentative Budget and will be included as a change in the Final Budget.

The City Manager recommended budget cut for Public Safety departments total $57,100. Cuts have been made in the Police department and Communications Center (Dispatch) Budgets. Of these budget cuts $38,500 is taken from various line-items such as: Postage, Film/Photo Processing, Meeting/Conf. Travel, Vehicle Car Wash, Contract Services, Department Supplies, Uniforms & Clothing, Training, Equipment, Postage, Officer Equipment, and Cleaning & Maintenance, etc. Cut also included $18,600 in overtime reductions. It is expected that reductions to the public safety departments will have a minimal to moderate impact on service levels.

Building, Planning, & Engineering
<u>Engineering</u> – The Engineering department is requesting one budget option on behalf of the Streets Maintenance department which consist of the costs associated with the snow removal, staining, monthly safety inspections, and future repairs of the 8th street stairs ($3,706). Cuts to the Engineering department include removing the department's city vehicle and reducing the amount available for engineering consultant services by $18,968. The department will rely on city building inspectors to backfill much of the work typically paid for from the contract line.

<u>Planning</u> – The City Manager's recommended budget does not include any budget options that increase the budget of the Planning department. The department cuts include removing one full time position (principal planner - $116,781) and removing $12,905 in budgeted contract services. The planning department cut equate to an approximate 14% cut to the department. It is expected that cuts will have moderate service level impacts on the department, depending on work load patterns in the coming year.

Building – The Building department did not request any budget options. The department cuts include the removal of one full time employee (Senior Building Inspector - $84,638). This represents just greater than a 5% cut for the department. It is expected that the cut will have a minor impact on the department.

Internal Services

Human Resources, Budget, Finance, & I.T. – The internal services team has only one recommended budget option request. This I.T. option is for website services related to City Council meetings ($8,000). This would allow greater public access to council meeting records including live audio and video as well as public access to digital archives.

The City Manager's Recommended Budget includes $91,369 in cuts to the internal service team departments. Cuts include items such as training and conference travel, department supplies, computer equipment replacement, employee events, and consulting services. The cuts also include the elimination of membership for budget staff in GFOA (Finance would retain one membership in GFOA which would keep the City's membership active). This would also reduce HR staff's ability to participate in the Wasatch Comp. Group (the City would still retain its membership status). Reductions in the internal services team would have moderate impacts on the team's ability to provide service to Council, the City Manager, and other city departments.

Potential Additional Budget Cuts

Typically, budget options or cuts which are not recommended are not highlighted in the budget presentation. However, on May 6 Council requested that staff present additional potential budget cuts as an alternative to the proposed property tax increase. As previously mentioned, departments turned in plans to cut up to 5% across the board. Portions of these 5% plans were recommended and described in the preceding discussion. However, additional cuts were identified in these plans which were not recommended. These cuts amount to about $300,000 in the General Fund, $275,000 in the Transit Fund, and another $275,000 in the Water Fund. The anticipated service level impacts would range from high to severe.

The following narrative describes these cuts and the potential service level impacts, again organized by functional team. Since the $300,000 in identified additional cuts to the General Fund would not completely substitute for the $440,000 property tax increase, further hypothetical cuts (beyond the cuts identified in 5% plans this year) are also explored here but with less detailed definition. Discussion will be limited to General Fund functions, as enterprise fund cuts could not be used to substitute for a property tax increase.

Executive

The only remaining 5% option would completely reduce the part-time law clerk pool from the Legal Department at a savings of roughly $43,000. This would have major service level implications as it would deplete needed resources for legal research and legal function support, including civil and criminal. In addition to this identified option, further cuts would likely reduce an executive support position, which would impact the quality of the recording and elections function as well as response capability of the Executive Function.

Building, Planning & Engineering

All of the budget cuts submitted by the Building, Planning & Engineering Departments were recommended. Further cuts would have to involve a reduction in force, which would likely be a planner position or a building inspector position. One of each of these positions has already been removed from these departments, which represents nearly 10% of the team's man hours. It should be noted that while development revenues typically associated with this function have fluctuated drastically, workloads have not declined commensurately. For example, while the revenues tied to the Montage project were received last fiscal year, the building inspection work on the project continues at a high level. Thus, further reduction in force for the Building, Planning & Engineering function has the potential to negatively impact staff's ability to provide some services for which payment has already been made. Additionally, laying off more employees now will put the City behind the game when the economy and development do pick up. When this occurs, the City would staff would have to wait for another budget cycle to receive appropriation, compete with the market for a good employee, and then train that employee over a period of time. This could create a lag between demand recovery and the City's ability to provide service at expected quality levels of 1-2 years.

Budget, Finance, HR, & IT

Remaining 5% plan cuts include a financial system service contracts cuts, decreased employee educational assistance, benchmarking program elimination, decreased citywide temporary employment, elimination of the property tax database, and complete elimination the Budget Department materials budget. These cuts would save $47,000, but would have high to severe short and long-term level of service impacts.

Any further cuts into these departments would likely begin with reduction in force, which could impact analytical services in the Budget Department, the support function in the Human Resources Department, and front desk/reception service in the Marsac Building. These are all filled positions, and the removal of these positions would have a ripple effect throughout the organization. For example, the removal of a budget analyst would require the Budget Officer to prepare much of the analyses requested by Council and the public (such as this very analysis) which would pull him off of projects assigned to him by the City Manager. Subsequently the City Manager would then need to focus more of his time on projects previously assigned to the Budget Department and therefore less time on priorities assigned to the City Manager by Council. A similar chain of events could be followed for many internal service positions.

Public Safety

Remaining 5% cuts submitted by the Police Department include reduced training for Dispatch, reduction in equipment, the removal of 1,000 hours of reserve police officer time, and a reduction in force of one full-time regular Senior Police Officer. These cuts total $120,000, but would have severe level of service impacts. Training for dispatch officers is critical for the health, safety, and welfare of the community and is required to meet current service level expectations. The removal of a police officer would have obvious service impacts, including reduced response time capability.

Further cuts in the Public Safety function would likely involve additional reductions in force and accompanying major service level impacts.

Public Works

All of the 5% cuts submitted for General Fund Public Works functions, including Parks, Streets and Building Maintenance, were recommended. Additional cuts are likely to include further reductions to part-time and seasonal employment in the Parks and Streets departments, and ultimately a reduction of a full-time regular building maintenance position. These are likely to have high impacts on the level of service in snow removal, street maintenance, parks maintenance, building condition, etc.

Library & Recreation

Remaining 5% cuts submitted by the Library & Recreation team include the discontinuation of Play Magazine, reduction in recreation scholarship funds, cancellation of the July 4 and Arts Festival volleyball tournaments, reducing hours of operation of the tennis pro shop, reducing part-time Library staff, reducing fitness center staff, reducing Racquet Club hours of operation, and scaling back group fitness classes. These options could save $83,000, but would have highly visible reductions to levels of service. Further cuts would involve reductions and eliminations of recreation and library programs and staff.

Sustainability

The only non-recommended 5% cut was a $6,000 cut to the Leadership Program budget. Further cuts to the Sustainability function would likely involve reductions to the contract services budgets, including both outside contracts and existing employment agreements, which would severely impact the City's ability to provide special event service, continue with economic redevelopment efforts, and move forward with affordable housing and environmental initiatives.

Lump Merit Pay

Full-time regular City employees are eligible for lump merit pay each six months based on performance. This performance based pay may represent 6% of annual pay which employees may receive if they exceed expectations as defined on performance reviews. As this pay is not guaranteed, and therefore discretionary, it could factor into the City's strategy for budgeting and shortfall coverage. However, it is also strongly linked to employee engagement and therefore levels of service both in the short-term and long-term. Staff is convinced the City and its residents have historically benefitted from incentive structure and accountability fostered by the lump merit pay system.

Last year, Council decided to award lump merits for review periods in FY 2009, but to withhold cash lump merits for the "Exempt" level of the pay plan (employees in grades Exempt 7 and above) in FY 2010, substituting some vacation time in lieu of bonus pay.

This decision was to be revisited "if a turn in the economy were realized." Staff adhered to this course for the first review period of FY 2010. The plan for the second review period of this year, though, has been altered due to economic shifts.

In January, staff presented a shortfall recovery plan to Council at Visioning. This plan outlined a strategy to reduce the shortfall through capital expense reductions, 5% operating reduction plans, redirection of Transit Fund portion of the Resort Sales Tax, and withholding lump merit increases for all employees. In April, staff returned to Council with improved revenue projections and a reformulated shortfall recovery strategy. The new strategy anticipated moving forward with lump merit increases should economic conditions not deteriorate. Council directed staff to move forward with the proposed strategy, and the City Manager currently recommends awarding lump merits in June to employees who earn them.

Staff is also proposing that a pool for lump merits be included in the FY 2011 Budget in a non-departmental account. In the past, lump merit increases have not been budgeted due to the fact that they are of a discretionary nature and are individually relatively small in the context of the average operating budget. Departments have been expected to cover lump merits within existing budget levels, with no direct apportionment for this expenditure. While most departments were able to accomplish this with little to no impact to service levels for which existing operating budgets were intended, it has long been problematic for smaller departments which are personnel heavy. This issue has been exacerbated by multiple rounds of budget cuts over the past couple of years.

For this reason, the City Manager recommends that a $500,000 pool be set up to handle the cost of lump merits for all employees in the General Fund. No such pool is needed in Enterprise Funds. The average payout out for lump merits (including the pay and associated payroll taxes and fringe) is about $450,000. The proposed half-million-dollar pool would cover this amount and allow for contingency in years that employee performance merits a higher payout.

This large operating increase is offset in the proposed budget with an equal amount of operating budget cuts. It's possible to make these cuts without significant service level impacts due to the fact that departments have historically paid for lump merit increases without a corresponding budget, and in the future they won't have to. So ultimately, we're shifting $500,000 from departmental operating budgets to a non-departmental pool, a zero-sum transaction. This setup is superior, in staff's opinion, because it will have less impact on the operation of small departments in years when budget is tight and personnel costs are steady.

Health Insurance Costs

In recent years, the cost of Park City's health insurance has risen dramatically between 8-15% per year. Until last year, when the City asked employees to pay $50 more per month for family health insurance, the City has picked up almost the entirety of the tab for these increases. These increases, while consistent with trends seen across the nation, are nonetheless alarming and indicate a different approach to providing this benefit may need to be explored.

In this spirit, the Human Resources Department recently renegotiated health insurance plans and prices with Regence Blue Cross Blue Shield. Bids from Regence showed that if the City maintains an equivalent benefit to the existing Valuecare plan (which is a no deductible plan with a $2000 per family maximum out-of-pocket provision), then premiums would increase about 12%. However, staff is recommending we offer a dual-track plan which incorporates one track that provides the same coverage with a modest deductible ($500 per family) and a higher maximum out-of-pocket ($3000 per family), as well as a second high deductible track ($3000 deductible per family and $10,000 per family maximum out-of-pocket) with a health savings account (HSA). The HSA allows for the employer and the employee to contribute a certain amount monthly into the account which can then be used for various medical expenses. The advantage with the HSA is that any amount not spent out of the account can be kept by the employee in perpetuity.

This dual-track plan is actually less expensive for the City for FY 2011, and should keep increases in check in future years. Because it includes an HSA option, the hope is that employees will become more aware of and accountable for medical expenses. This could keep the City's experience rating down, and lower usage should translate to more modest renewal rates. Staff proposes to use this savings to offset increased retirement expenses by having the City contribute the required 0.5% into employees' 401(a) to maintain activity of this account.

This dual-track plan was presented to staff at a citywide meeting on April 28, 2010. Employee response was generally positive. While there is some concern that the plan could leave employees to foot more of the bill for health care costs (through higher deductibles and max out-of-pocket provisions) the prospect of keeping any unspent dollars in an HSA can offset this risk.

Retirement Expense

As all public employees in Utah, full-time Park City employees are part of the Utah Retirement System (URS) defined benefit program. The City is required by statute to contribute a certain percentage of employee pay toward the URS pool annually.

Prior to the current fiscal year, URS was nearly fully funded and one of the healthiest pensions in the country. However, the recent recession took a serious toll on the fund, and with payouts continuing as scheduled while investments lost value, the fund fell behind and is no longer fully funded. In order to remedy the situation, the state made several changes to the URS setup and increased the required contribution percentages.

During FY 2010, URS required an 11.66% contribution for general municipal employees (22.61% for sworn police officers). Park City has historically budgeted 13.26% for contribution to retirement for its employees. The difference between the 13.26% and the state required percentage (which fluctuates slightly from year to year) was contributed to a 401(a) account on the employees' behalf. However, the state will begin requiring 13.37% (25.83% for sworn officers) on July 1, 2010. The budget impact for this change is detailed in the figure below.

Increased Retirement Costs

Fund	URS Increase	0.5% 401(a) Contribution
General Fund	61,910	37,737
Ice Fund	367	1,669
Water Fund	921	4,187
Golf Fund	184	835
Transit Fund	2,223	10,103
Fleet Fund	412	1,874
Self Insurance	26	120
Total	**66,043**	**56,527**

Figure B16 – Retirement Costs

Under the scenario proposed here, the City would cover the cost of the URS percentage increase. But that would leave the 401(a), provided through ICMA-RC, unfunded. According to the City's agreement with ICMA-RC, 401(a) accounts must have a minimum contribution of 0.5% in order to remain active. The City could either require employees to fund the 401(a) to the minimum level or increase the City's contribution to retirement by 0.5%, at a cost of $56,500 ($37,000 in the General Fund). The City Manager's recommendation is to use savings generated from the dual-track health plan, to offset a City contribution of 0.5% to the 401(a).

Pay Plan

The Pay Plan Committee convened last year to evaluate compensation benchmarks for the City's budgeted positions. The Pay Plan Committee typically meets biennially to review these benchmarks and provide a recommendation for the City Manager. This benchmarking process is done in an effort to ensure the uniform and equitable application of pay in comparison to the Utah and Colorado municipal employee market. Job positions are compared with similar positions or "benchmarks" to determine market pay for any given position. More detailed descriptions of the pay plan process, including market definitions and reclassification thresholds, are contained in Volume I of the Budget Document.

Typically, in the on-year of the budget biennium, positions are benchmarked and recommended to change grades based on market data. In the off-year, a two-percent across the board increase is affixed to each pay grade in an effort to reduce the difference between the City's budget positions and the pace of the market. In most years, the market grade changes in the first year are significantly more expensive than the 2% adjustment in the second year. However, due to the economic downturn, and the fact that all employees were asked to share in health insurance cost increases, this pattern was flipped for the current budget biennium. In other words, FY 2010 Budget included a 2% increase from FY 2009 pay levels and market grade changes to the Pay Plan were included in the FY 2011 Plan.

The pay plan market benchmarking process is closely associated with the City's ability to attract quality staff and overall employee engagement and subsequently customer service levels. Maintaining market pay levels contributes to lengthened tenure (or less turnover) which in turn leads to reduced recruitment and training costs, increased efficiencies in work processes, diminished need for overtime expense, more knowledgeable and helpful staff, etc. In short, the pay plan process, coupled with other employee engagement efforts, leads to the consistently higher customer service levels expected of the best-managed resort town in the country.

Observable data supports that this theory has begun to come to fruition since the implementation of the current pay plan process. In recent years since the City has stepped up efforts to bring employee pay levels to market in 2003-2004, employee engagement (as measured by the Employee Engagement Survey) is up. Turnover has been trending downward, from 15.9% in 2003 to 5.2% in 2009. Increased employee engagement and decreased turnover have led to decreased overtime as well as declining recruitment and training costs. 3.5% of total hours worked in 2003 were overtime hours, compared to 1.6% in 2009. The City budgeted $486 per FTE for recruitment and training in 2002, compared to $305 in 2010. Additionally, customer service levels, as measured by the customer satisfaction survey and the internal service survey, continue to rise (See Attachment D).

Despite evidence that the broader theory of the link between market pay and service levels is valid, some have argued that the City's market pay practice can be suspended indefinitely without service level impacts due to the recent recession. However, staff would note the current dynamics of the government employment market indicate a fair degree of risk associated with this strategy.

The US Bureau of Labor Statistics recently reported on annual job growth by sector in Utah. While most industries continue to shed jobs, a few sectors, including health, education, and government, are actually adding jobs. This trend is corroborated by the Utah League of Cities and Towns, which reports that its listings of municipal jobs, which averaged about 30-40 jobs listed per week during the height of the economy and as low as 7 per week at the depth of the recession last spring, currently averages about 20-25 local government jobs listed per week. The American Payroll Association notes: "On average, across employee type, the number of (public) organizations reporting no (pay) structure increase was 45% in 2009 but only 27% are planning no structure increase for 2010." Additionally, staff has informally surveyed other cities in the Wasatch Compensation Group in an effort to determine early indicators of these cities intentions concerning pay increases for their staffs. At the time this staff report was printed, an insufficient number of cities had replied to facilitate a meaningful comparison. Staff will report finding during the Council meeting on May 20th. This information would indicate that the municipal employment market is recovering quickly and will grow more competitive in the near term.

The market grade changes in the FY 2011 plan included $513,000 in additional General Fund personnel costs and $744,000 citywide. Again, these are not across the board raises. They are targeted for positions which are measurably below market pay. The positions scheduled to receive raises in this pay plan are on average 10-62% below market. These positions have not received a market pay adjustment (other than the 2% off-year adjustment) in almost 7 years on average. Roughly 85% of the positions scheduled for a raise are non-exempt, non-managerial positions, including bus drivers, streets maintenance workers, building maintenance personnel, parks workers, etc.

Park City's pay market pay philosophy has demonstrably buoyed customer service and contributed positively toward Council's goals and the stated mission of the City. In the face of a quickly recovering municipal employment market, staff believes that it is critical to implement the pay plan scheduled for FY 2011, which targets positions significantly behind the market, in order to remain competitive. If the City pushes back implementation of these raises another year, it is possible that turnover would increase and some of the positive trends of employee engagement, declining recruitment and training costs, and customer service satisfaction could begin to reverse.

Capital Improvement Plan (CIP) Budget

The capital budget, as proposed by the City Manager, continues to fund projects of priority four or higher. This capital plan is in line with Council direction and last year's adopted budget. The following table shows a summary of current major projects with proposed funding amounts.

Due to economic conditions last fiscal year the Capital Improvement Program (CIP) Committee examined capital projects with greater scrutiny in hopes of reducing the General Fund Transfer to capital projects in the current year as well as the following budget year. Project managers were asked to determine whether they could operate their projects more efficiently by cutting funds and by finding other funding sources. Ultimately, the CIP Committee was successful in their objective of reducing the General Fund Transfer, while still funding the vast majority of current and new projects crucial for the City.

Project	Proposed Budget	Principal Funding Sources	Scheduled Start	Scheduled Finish
Iron Horse Transit Operations Facility	$ 10 million	Federal Grants Sales Tax Transit Rev	Underway	Winter 2010
Walkable Community Projects	$15 million	GO Bond	Underway	Phased
Water Projects	$27.3 million	Water Service Fees Water Impact Fees Water Bonds	Underway	Phased
OTIS Phase II (a) Sandridge, Hillside, Empire, & Upper Lowell	$4.5 million	Sales Tax Bond	2010	Phased
Bonanza Drive Reconstruction	$7.2 million	General Fund Federal Grants GO Bond	2009	2010
Racquet Club	$11.3 million	GF Reserves Sales Tax Bond	Spring 2010	Spring 2012

Since this year was the off-year of the budget the CIP Committee only looked at new CIPs and/or new funding requests for old CIPs. Projects were scored and spliced between the other projects that received scores last year. The goal of the Committee was to reduce the GF Transfer by $650k in FY10 as part of the Recession Plan (5% budget cuts) and maintain the same amount from the FY11 Plan for the FY11 GF Transfer. Many CIPs already had funding cut during the fiscal year due to the Boyer land purchase, which cut about $4.5 million from existing CIPs in order to pay for it. Tough decisions were made to cut non-essential projects, but overall most CIPs retained adequate funding.

The total proposed CIP budget for FY 2010 Adjusted Budget is $99.9 million ($48 million original budget, $48.9 million carryforward budget, and $3 million newly proposed budget). The proposed FY 2011 CIP budget is $19.4 million—down $16.6 million from the FY 2011 Plan. The General Fund transfer to fund projects will be approximately be $2.25 million—the majority of which is dedicated to completing current projects, ensuring the maintenance of existing infrastructure, or securing funding for previously-identified needs. Projects in these categories include the Boyer Land Purchase, OTIS Phase II(a), Bonanza Drive Reconstruction, and Fleet Equipment Replacement (Rolling Stock). The CIP originally had $2.9 million scheduled to be transferred from the General Fund to fund projects in FY 2010 and another $1.68 million in FY 2011. The needed transfer has been cut to $2.25 million in FY 2010 and remained the same in FY 2011.

General Fund Transfer for Capital Funding

Funded Projects	FY 2010 Budget	FY 2010 Adj Bud	Change FY10	FY 2011 Plan	FY 2011 Budget	Change FY11	Notes
ADA Implementation	$10,000	-$40,000	-$50,000	$10,000	$10,000	$0	Boyer Land Purchase
Asset Management/Replacement Program	$382,709	-$1,927,291	-$2,310,000	$382,709	$382,709	$0	Boyer Land Purchase + CIP Committee
Bonanza Drive Reconstruction	$500,000	$600,000	$100,000	$0	$0	$0	Recommended by CIP Committee
Boyer Land Purchase	$0	$2,320,748	$2,320,748	$0	$0	$0	Boyer Land Purchase
Equipment Replacement - Computer	$150,000	$50,000	-$100,000	$200,000	$200,000	$0	Boyer Land Purchase
Equipment Replacement - Rolling Stock	$550,000	$550,000	$0	$550,000	$600,000	$50,000	Recommendation of Fleet Committee
General Plan Update	$0	$0	$0	$0	$50,000	$50,000	Recommended by CIP Committee
Gilmore Open Space Note	$100,000	$100,000	$0	$100,000	$100,000	$0	No Change
Irrigation Controller Replacement	$0	$0	$0	$0	$10,000	$10,000	Recommended by CIP Committee
Middle Silver Creek Water Shed	$0	$272,000	$272,000	$0	$0	$0	Recommended by CIP Committee
OTIS Phase II(a)	$735,000	$735,000	$0	$0	$0	$0	No Change
Pavement Management Impl.	$300,000	$474,500	$174,500	$300,000	$125,500	-$174,500	Funding moved to FY 2010
Racquet Club Program Equipment Replacement	$50,000	$40,000	-$10,000	$50,000	$50,000	$0	Boyer Land Purchase
Rink Roof for Mechanical Equipment	$0	$0	$0	$0	$25,000	$25,000	Recommended by CIP Committee
Traffic Calming	$0	$0	$0	$0	$25,000	$25,000	Recommended by CIP Committee
Trails Master Plan Implementation	$0	$0	$0	$0	$100,000	$100,000	Recommended by CIP Committee
Subtotal:	**$2,777,709**	**$3,174,957**	**$397,248**	**$1,592,709**	**$1,678,209**	**$85,500**	

Deobligated Funds*	FY 2010 Budget	FY 2010 Adj Bud	Change FY10	FY 2011 Plan	FY 2011 Budget	Change FY11	Notes
BioCell Remediation	$0	-$23,188	-$23,188	$0	$0	$0	Boyer Land Purchase
Building Activity Stabilization Fund	$37,500	-$75,000	-$112,500	$37,500	$0	-$37,500	Boyer Land Purchase
Cemetery Capital Replacement	$0	-$1,216	-$1,216	$0	$0	$0	Boyer Land Purchase
City-Wide Signs Phase I	$0	-$14,906	-$14,906	$0	$0	$0	Boyer Land Purchase
Deer Valley Drive Reconstruction	$0	-$75,000	-$75,000	$0	$0	$0	Push grant match funds to 2012 Boyer Land Purchase
Dredge Prospector Pond	$0	-$173,724	-$173,724	$0	$0	$0	CIP Committee Budget Cuts
Emergency Management Program Replacement	$8,000	-$6,000	-$14,000	$8,000	$0	-$8,000	CIP Committee Budget Cuts
Emergency Management Program Startup	$0	-$30,000	-$30,000	$0	$0	$0	Delay Emg Fueling Site for Boyer Land Purchase
Energy Efficiency Study on City Facilities	$0	-$100,000	-$100,000	$0	$0	$0	Boyer Land Purchase
GIS Development	$0	-$57,441	-$57,441	$0	$0	$0	Boyer Land Purchase
Park City Ice Arena Screens and Security	$0	-$2,451	-$2,451	$0	$0	$0	CIP Committee Budget Cuts
Park City Website Remodel	$0	-$126	-$126	$0	$0	$0	CIP Committee Budget Cuts
Public Art	$0	-$62,862	-$62,862	$0	$0	$0	Boyer Land Purchase
Public Safety Complex	$0	-$17,000	-$17,000	$0	$0	$0	Boyer Land Purchase
Public Works Equipment	$0	-$28,901	-$28,901	$0	$0	$0	Boyer Land Purchase
Racquet Club Renovation	$0	-$150,000	-$150,000	$0	$0	$0	Transferred to Beg Bal Rev in same CIP
Tennis Bubble Replacement	$0	-$211	-$211	$0	$0	$0	CIP Committee Budget Cuts
Triangle Property	$0	-$50,000	-$50,000	$0	$0	$0	Boyer Land Purchase
Walkability Maintenance	$40,000	-$58,060	-$98,060	$40,000	$0	-$40,000	Boyer Land Purchase
Subtotal:	**$85,500**	**-$926,086**	**-$1,011,586**	**$85,500**	**$0**	**-$85,500**	
Total Transfer from GF for Capital:	**$2,863,209**	**$2,248,871**	**-$614,338**	**$1,678,209**	**$1,678,209**	**$0**	

* In most cases, funding was replaced with alternate revenue sources or deobligated funds were unnecessary for project completion.

Racquet Club Remodel
As part of the FY 2010 budget Council approved a $10.5 million project budget for the renovation of the Racquet Club as recommended by the CIP Committee. The Committee recommended that Council use $7.2 million of General Fund surplus along with issuing $3.3 million dollars of sales tax revenue bonds. The strategy was that this debt could be issued in conjunction with the OTIS sales tax bonds which are scheduled to be issued late in FY 2010. This would allow the City to monitor the economy through another ski season and re-evaluate the prudence of issuing debt for the project in the spring 2010. The information provided in this staff report is an update to the economy and the project as agreed to (Attachment E). The economy appears to be headed back on the right track with property and sales tax coming in at budgeted levels. Thus, it is staff's recommendation to continue on with Council's direction last year to renovate the Racquet Club.

With that being said, the economy appears to be turning around from the worst recession in a generation. Gross domestic prodect (GDP) has increased for the last three consecutive quarters. The national unemployment rate has come down off of its highs from October of last year. Consumer confidence is returning to more normal levels. Locally, occupancy rates for Park City hotels increased over last year as well as the projected average daily rate that hotels charge. Sales tax receipts seem to be coming in at normal levels—the City's only down 0.6% compared to last year. Additionally, the City has seen monthly sales tax increases from last year in the most recent four months. In fact, February sales tax numbers were 9.5% above last year's numbers.

However, it must be stressed that the most recent economic indicators are inadequate for making a long-term financial decision like the Racquet Club remodel. Annual debt service payments for the Racquet Club will affect the City's General Fund liabilities in the long run; however, having no inflationary component built into the property tax is *the* major issue with regards to projected future deficits—not the Racquet Club remodel. Still, knowing that the City's revenues are returning to more normalized levels since the recession hit, makes these types of decisions easier.

The design of the new Recreation Center includes many user enhancements over the existing facility. The new or enhanced amenities include a walking/jogging track, child care, pro shop, bouldering area, party room, game room, enlarged fitness area for cardio, weights and group fitness classes. The new design will also have enhanced tennis viewing that will also serve as a place for patrons to relax and socialize. The four new indoor tennis courts will provide a high quality playing experience as they have been design to meet United States Tennis Association (USTA) standards. The new facility will be more efficient not only in design but also in energy usage.

Through input received during the public approval process the building renovation increased in size from 62,000 sf to 72,000 sf. These changes include: façade variation; relocation of mechanical equipment; redesigned entry; expansion of volume to accommodate running track (pushed by reduced height); storage for the tennis bubble, and expansion of soft arts room.

Preliminary cost estimates for construction are coming in at $10.1 million. Including soft costs (architect, furnishings, art, etc.), total project estimate without any contingency is $11.1 million.

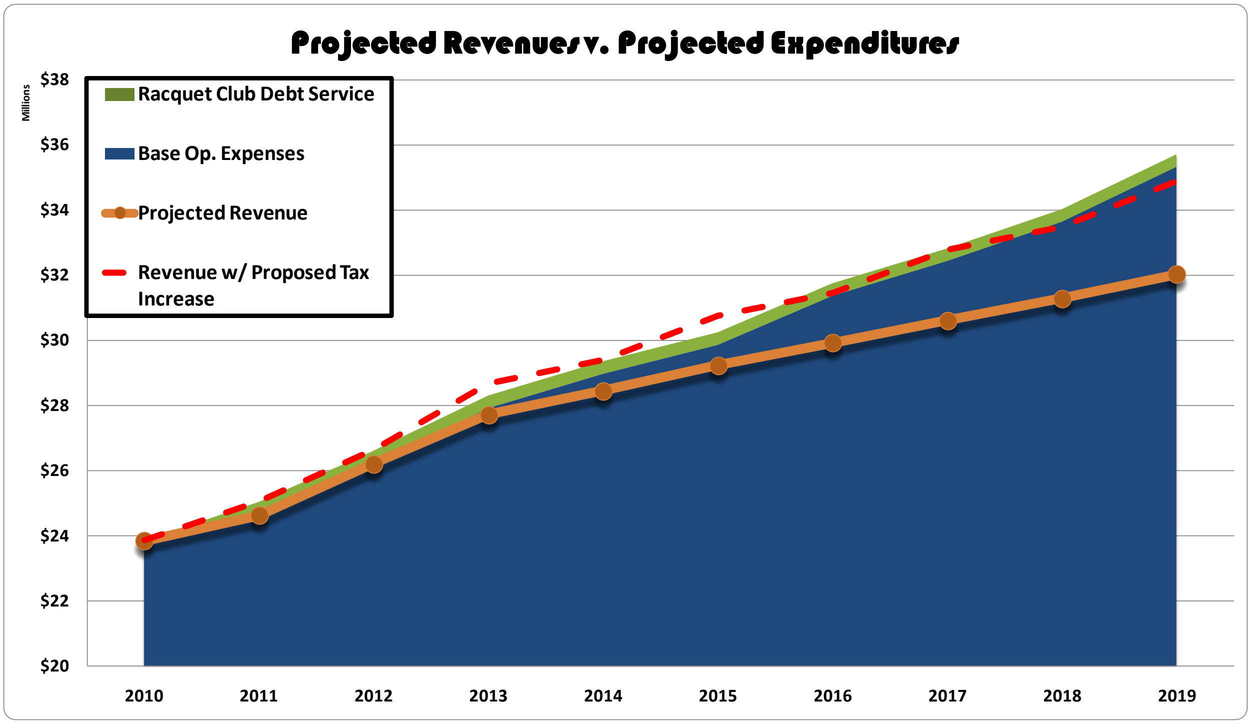
If Council wishes to upgrade the building to an “essential building” it is estimated to cost an additional $400,000. This is being bid as an additive alternate. Assuming the essential building is added, the project budget will be $11.5 million.

To fund the estimated $1 million increase beyond the approved budget, staff recommends that we issue the difference in sales tax bonds.

Debt service payments for these bonds would hover around $386,000 per year starting in FY 2011. Total interest over 15 years would be around $2 million. Council might consider structuring the bonds with an early call date, though, to keep the option of paying off the bonds after five years in the event the economy recovers and surplus funds become available, thus limiting the interest expense and maximizing the savings associated with this funding strategy.

Per Council request, staff has compiled conceptual alternatives to the current project design. These alternatives include delaying the project and redesigning it to only use cash on hand. The former option may result in increased costs to the tune of 10% - 20%. The latter option would more than likely significantly reduce square footage for the tennis function, limiting the facility to one indoor court (Attachment C).

Staff continues to recommend the single-phased full scope project. While this entails additional debt service, staff believes the long-term financial impact of this debt service is not over burdensome. The following chart illustrates long-range financial projections with and without the Racquet Club debt service. The chart illustrates that the long-term issues with Park City’s finances, which necessitate the proposed property tax increase, are independent of the Racquet Club debt service.



Based on prior Council direction from the May 7, 2009 budget meeting, staff proceeded with the bidding of the Recreation Center project. Staff prequalified 6 firms to bid on the project—the bid opening was scheduled for May 17, 2010. Bid information will be available by the time of the May 20, 2010 Council meeting, when the Recreation Center Remodel is scheduled for discussion during Council work session as part of the CIP budget. In addition to the budget discussion, staff will be seeking action on the award of contract, waiver of fees, and authorization to enter into a lease for Iron Horse as part of the project, during the regular meeting, on the same date. Finally, staff would like to have a preliminary discussion on the analysis and options provided as Attachment C.

Department Review:
This report has been reviewed by the Budget, Debt, and Grants and City Manager departments. Each department team has reviewed their own operating expenditures section

Alternatives:

A. Approve:
Staff recommends that Council hold a public hearing regarding the Proposed Budget and provide direction concerning the proposed 15-Year Revenue Action Plan, including a 6% property tax increase.

B. Deny:
State statute requires at least one public hearing before the adoption of a Tentative Budget. The City has traditionally held a public hearing accompanying each

discussion of the budget. If Council decides to forgo a public hearing at this time, another must be held before adoption of the Tentative Budget.

C. Modify:

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 public hearing would satisfy the requirements of state statute to hold a public hearing before the adoption of a tentative budget.

Consequences of not taking the recommended action:
If Council decides to forgo a public hearing at this time, another must be held before adoption of the Tentative Budget.

Recommendation:
Hold a public hearing on the City Manager's Recommended Budget. Provide direction concerning the operating budget options, reductions, and levels of service. Provide direction on pay plan, lump merit pool, and URS – retirement and health insurance benefits.

Attachments:

A - Budget Option Descriptions (Under separate cover)

B - Performance Measure Report

C - Racquet Club Remodel Analysis and Options

D – Pay Plan Presentation

E – June 4, 2009 Council Meeting Minutes

Budget Option Descriptions (by Team)

Building, Planning & Engineering

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
Approved Budget Options						
Y	TDPWRO	1	**Transit Department (PW) Reorganization**	Planning Dept. Transportation Oper	$ 0	-116,781
			This is the Transit Department portion of the Public Works reorganization			
Y	EDCDSR	4	**8th Street Stairs**	Parks & Cemetery Street Maintenance	$ 0	3,706
			This option will provide maintenance to the 8th street stairs, including snow removal, future staining, monthly safety inspection and future repairs			
Y	EDCDFV*	TEC	**I.S. Central Garage Maintenance and Gas**	Engineering	$ 0	-3,230
			Engineering vehicle has been transferred to Planning			
Y	HAADJ	TEC	**Housing Allowance Adjustment**	Multiple Departments	$ 0	-2,626
			Adjust Housing Allowances to Reflect Current Usage			
				Total Approved for Budget Options:	$ 0	$-118,931
5% Plan Options						
Y	BDCDBI5	1	**Building Inspector**	Building Dept.	$ 0	-84,638
			Remove Senior Building Inspector position			
Y	EDCDES5	2	**Engineering Services**	Engineering	$ 0	-18,968
			Hire consultants to help complete work requested by other City departments and City Council.			
Y	PDCDMC5	3	**Planning - Miscellaneous Contract Services**	Planning Dept.	$ 0	-37,905

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Budget Option Descriptions (by Team)

Building, Planning & Engineering

Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
		The 5% reduction in the Planning Department's budget will have service level impacts relative to the General Plan. While the Planning Department has taken on the task of completing the General Plan in-house; there will be an on-going need to utilize outside professionals/consultants for specialized/expert studies. Typically these will include economic analysis, graphic documents, demographic research, etc. While not anticipated to be expensive or long duration studies, it would not be uncommon to have a $10k or greater cost associated with each. With less than $35K in the consulting budget (for all of Planning's needs, not just the GP), there will likely be a delay and a lack of necessary information provided for the GP.			
			Total Approved for 5% Plan Options:	**$ 0**	**$-141,511**
			Total Approved Options for Building, Planning & Engineering:	**$ 0**	**$-260,442**

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Budget Option Descriptions (by Team)

Building, Planning & Engineering

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
Not Approved Budget Options						
N	PDCDCE	1	**Planning Department - Contract Employee Position** A planning intern was hired as a contract employee in January 2010 for six months; Planning would like to secure this position for 2011. This position will be instrumental in allowing the Department to pursue long-range planning options	Planning Dept.	$ 0	62,000
N	PDCDMS	2	**Main Street National Historic District Study** To meet the City Council's top priorities for the year; Planning proposes to do a complete study of the Main Street National Historic District and assess the integrity of the district based on the Department of the Interior guidelines. In addition, additional work will include updating the Historic Sites Inventory, documenting the City's two structures located at 1450 and 1460 Park Avenue, looking at citywide threatened or distressed properties, creating a preservation easement program, identifying new sources of grants and fundraising, continuing the involvement of our historic preservation consultant in our Design Review Team process, etc	Planning Dept.	$ 0	75,000
N	EDCDEI	3	**Engineering Intern** Hire a summer engineering intern to help start/complete work items such as the specification updates, assist with the monitoring of construction and assist with requests that come into engineering.	Human Resources	$ 0	6,975
N	PDCDFV	TEC	**I.S. Central Garage Maintenance and Gas** Engineering vehicle has been transferred to Planning	Planning Dept.	$ 0	3,230
				Total Not Approved for Budget Options:	**$ 0**	**$ 147,205**
				Total Not Approved Options for Building, Planning & Engineering:	**$ 0**	**$ 147,205**

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Budget Option Descriptions (by Team)

Executive

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
Approved Budget Options						
Y	CARA	CM	**Car Allowances** Car Allowances	City Manager	$ 0	5,253
Y	ELEDOB	TEC	**Elections Department FY2010 Budget (One Time)** This is a one time budget adjustment to the Elections Department to cover election expenses for FY 2010. This is a technical adjustment.	Elections	$ 14,260	0
Y	HAADJ	TEC	**Housing Allowance Adjustment** Adjust Housing Allowances to Reflect Current Usage	Multiple Departments	$ 0	3,721
Y	TEC3	TEC	**City Council and Mayor Compensation** This is an adjustment which sets the Mayor and City Council compensation at market level.	City Council	$ 0	22,717
Y	SEEDLC	0	**Self Insurance & SEC Bond** Outside Legal Services - Actual outside legal costs have been between $310,000 and $280,000 for past 2 fiscal years. Target budget of $250,000 shows anticipated reductions in outside legal costs. Previously, costs were netted from contributions made into risk management fund from other line items. Budgets have been completely reviewed to get to good cost numbers on each line items. General Insurance Claims - reduction	Self Ins & Sec Bond	$ 150,000	150,000
Y	SEEDMS	0	**Self Insurance & SEC Bond** Safety Programs & Supplies and Department Supplies and Meetings/Conference Travel Adjustment	Self Ins & Sec Bond	$ 600	600
Y	WCEDCR	0	**Workers Comp** Workers Comp Claim Reimb	Workers Comp	$-57,690	-57,690
				Total Approved for Budget Options:	$ 107,170	$ 124,600
5% Plan Options						
Y	SMEDMC5	1	**Special Meetings**	Special Meetings	$ 0	-5,000

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Budget Option Descriptions (by Team)

Executive

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
			The Special Meetings account is used to supplement City-wide events such as Quarterly Management Team meeting refreshments, Inter-Agency Task Force meeting supplies and refreshments; City Council Visioning meals, etc. More importantly, this account provides the City with flexibility to expand regional cooperation opportunities and to increase Park City's visibility at the State level with the Legislature. Moderate to high impacts.			
Y	**VFEDCS5**	**2**	**Venture Fund**	Venture Fund	**$ 0**	**-10,000**
			In each budget since FY 1990, the City Council has authorized a sum of money to encourage innovation and to realize opportunities not anticipated in the regular program budgets. Further reductions to this fund reduce the Manager's ability to address and support opportunities proposed by employees. This fund has supported opportunities such as: content development for the ParkCityGreen.com website, etc. moderate to high impacts			
Y	**LDEDCT5**	**3**	**Legal**	Legal	**$ 0**	**-3,552**

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Budget Option Descriptions (by Team)

Executive

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
			This fund pays for all expenses related to meetings including negotiations, lunches and associated facility rental and materials; mandatory, annual continuing legal education (CLE) classes and conferences for all six FTEs (12 hours for attorneys and 16 hours for paralegals/legal asst); and all department travel, except mileage. Travel such as to Denver and Washington DC on federal legislative, EPA or historic preservation matters is also paid out of this fund. The proposed reduction represents an approximately 27% cut to this fund. While historically we have used nearly all and on one occasion exceeded the amount of this fund, we have taken advantage of other fund availability to pay for a greater percentage of qualifying meetings and conferences (water, risk management). While the cuts will limit our ability to make discretionary trips, or attend some out-of-state meetings, we will attempt to continue to utilize other funding sources to balance reductions. We will also continue efforts to minimize costs via existing measures such as rotating employee participation at larger conferences (instead of sending each employee every year) and selecting only the most useful training which focus on our most pressing areas of government practice (as opposed to the more general and expensive Utah State Bar conventions).			
Y	**CMEDMA5**	**4**	**City Manager**	City Manager	**$ 0**	**-29,200**
			02121 - Subscriptions represents a low impact; 02713 - Photo Copy represents a low impact; 04520-000 - Misc Contract Services - moderate to high impacts; 04520-040 - Misc Contract Services - moderate to high impacts - Reductions in the two Misc. Contract Services accounts result in fewer opportunities to tap into consultant services to handle directives that Staff is unable to incorporate into current workload			
				Total Approved for 5% Plan Options:	**$ 0**	**$-47,752**
				Total Approved Options for Executive:	**$ 107,170**	**$ 76,848**

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Budget Option Descriptions (by Team)

Executive

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
Not Approved Budget Options						
N	CMEDLC	1	**Legislative Consultant** The overall objective of the consulting service is to assist the City with crucial relationships at the State Legislature and discourage state legislative actions from enabling development inconsistent with local zoning, and help the City facilitate a long term solution for the Air Force that compiles with County and City codes. The consultant will also assist the City with water, transit programs, and with school district issues and other projects as determined.	City Manager	$ 0	0
				Total Not Approved for Budget Options:	$ 0	$ 0
5% Plan Options						
N	LDEDPT5	5	**Legal** The temporary salary reduction would result in the complete loss of part-time law clerks/interns which we typically hire from local law schools. These cuts would have a major level of service impact as these positions support all legal functions including criminal.	Legal	$ 0	-43,165
				Total Not Approved for 5% Plan Options:	$ 0	$-43,165
				Total Not Approved Options for Executive:	$ 0	$-43,165

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Budget Option Descriptions (by Team)

Golf Course

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
Approved Budget Options						
Y	GPLRUB	1	**Golf Pro Shop - Unemployment benefits** As a seasonal employer majority of staff is seasonal. Every winter there is a significant cost for unemployment benefits. In the past this line item has not been budgeted.	Golf Pro Shop	$ 0	17,700
Y	GPLRBP	TEC	**Bonus Pay Neg. Budget Fix** This option corrects a negative budget amount in the Golf Pro shop bonus line item	Golf Pro Shop	$ 18,000	18,000
Y	HAADJ	TEC	**Housing Allowance Adjustment** Adjust Housing Allowances to Reflect Current Usage	Multiple Departments	$ 0	-1,777
				Total Approved for Budget Options:	$ 18,000	$ 33,923
5% Plan Options						
Y	GPLRPR5	1	**Personnel** These cuts target shoulder season personnel and will have an impact on service levels. (Assistant)	Golf Pro Shop	$ 0	-17,773
Y	GPLRPR52	1	**Personnel** These cuts target shoulder season personnel and will have an impact on service levels. (Starter)	Golf Pro Shop	$ 0	-6,631
Y	GMPWPR5	2	**Golf Maintenance -5%** These cuts will target personnel and will have a minimal impact on playing conditions.	Golf Maintenance	$ 0	-35,792
Y	GPLRIN5	3	**Inventory for resale** Reduce the expense for cost of goods sold. Will have revenue impacts	Golf Pro Shop	$ 0	-6,500
				Total Approved for 5% Plan Options:	$ 0	$-66,695
				Total Approved Options for Golf Course:	$ 18,000	$-32,772

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Human Resources, Budget, Finance & IT

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
Approved Budget Options						
Y	ITISWM	CM	**City Council Website Maintenance** This option is for website services related to City Council meetings. This would allow greater public access to council meeting records including live audio and video as well as public access to digital archives.	Info Tech & Cust Serv	$ 0	8,000
Y	HAADJ	TEC	**Housing Allowance Adjustment** Adjust Housing Allowances to Reflect Current Usage	Multiple Departments	$ 0	0
Y	HRISHA	TEC	**Housing Allowance Line Item Correction** This is a technical adjustment to correct a mistake in the HR housing allowance line	Human Resources	$ 6,884	7,761
				Total Approved for Budget Options:	$ 6,884	$ 15,761
5% Plan Options						
Y	FIISSL5	1	**Reduce Finance Software and Computer Maint Budget** Software licenses are currently covered under Eden and through IT. The Comp Maint line was for Stromberg Maintenance.	Finance	$ 0	-9,750
Y	HRISCT5	2	**Meetings/Conf. Travel Admin.** City wide, department and employee training, Wasatch Comp. Meetings. Reduction would limit ability to attend Wasatch Comp and other HR meetings regarding pay, benefits, HR trends and programs.	Human Resources	$ 0	-1,600
Y	ITISMT5	2	**IT - Meetings/Travel** Funds used for meetings and professional development. This reduction will have a moderate impact as no more funds will be remaining.	Info Tech & Cust Serv	$ 0	-7,000
Y	HRISDS5	3	**Department Supplies** Request for Personnel Action forms, personnel files, applications, forms & supplies to maintain department operations, recruitments, & other city-wide training & operations	Human Resources	$ 0	-500

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Budget Option Descriptions (by Team)

Human Resources, Budget, Finance & IT

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
Y	HRISEM5	4	**Memberships** Wasatch Comp. Group, Society for Human Resources Management, Personnel Management Assoc. State & Federal HR affiliations. This will impact the ability to maintain up to date state and federal industry standards and requirements.	Human Resources	$ 0	-700
Y	HRISOS5	5	**Office Supplies** Supplies to maintain department operations, letterhead, envelopes, folders, pens, etc.	Human Resources	$ 0	-500
Y	HRISS5	6	**Subscriptions** Department of Labor, Fair Labor Standards, Bureau of National Affairs, Human Resources benefits and retirement subscriptions. Human Resources would rely on department internet research instead of state and federal updates to maintain mandated requirements.	Human Resources	$ 0	-350
Y	BDISME5	7	**Membership Elimination** Eliminate GFOA memberships for all Budget Dept employees. Finance would retain a membership, keeping the City a member. This would have a moderate impact in the long-run on department level of service and employee morale.	Budget, Debt & Grants	$ 0	-900
Y	FIISAC5	8	**Reduce Finance Audit Contract Line** This option reduces the audit contract line to approximately the amount required for the 2010 audit. In the future, if audit costs increase, a budget request will have to be granted in order to afford the audit.	Finance	$ 0	-2,500
Y	FIISPL5	9	**Reduce IRS Penalty Line** The IRS Penalty line is only used when payroll tax deposit errors occur. This option would reduce the City's flexibility when this happens.	Finance	$ 0	-1,000
Y	ITISCE5	10	**IT - Computer Equipment** Equipment purchases for IT and citywide projects will result in a moderate impact in fulfilling project objectives and technology development.	Info Tech & Cust Serv	$ 0	-24,000

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Budget Option Descriptions (by Team)

Human Resources, Budget, Finance & IT

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
Y	HRISLM5	12	**Reduce Lump Merit Increase Pool for Temporary Employees** Currently, the City budgets $41,000 in a pool in the Human Resources Dept for discretionary lump merit increases for temporary employees. This option would reduce the pool 15%. This would have a moderate impact on city service levels as it would diminish reward/retention potential for part-time employees, and therefore impact employee engagement.	Human Resources	$ 0	-6,609
Y	HRISPC5	14	**Professional & Consulting** City-wide program to assist City Manager and city departments fund short term, one-time, unanticipated consulting, training, and/or contract staffing needs. This may reduce the ability to fund unanticipated city-wide needs.	Human Resources	$ 0	-4,280
Y	FIISOE5	16	**Reduce Finance Office Equipment Repairs & Maintenance** This cut could result in a temporary discontinuation of some services in the event that equipment breaks down.	Finance	$ 0	-1,250
Y	HRISRT5	17	**Recruitment & Training** City-wide recruitment costs for advertising, candidate travel, lodging & selection. Recruitment copy costs, recruitment brochures. City-wide harassment training and other mandatory city-wide employee training. Reduction could limit the scope, area and ability to recruitment qualified candidates when intermountain west and national recruitments are necessary.	Human Resources	$ 0	-1,000
Y	FIISFC5	18	**Reduce Finance Misc Contract Svc Budget** This line was used in the past for expenses not anticipated in the budget related to the Finance Dept. This cut would significantly impact flexibility to respond to service demands. The remaining balance could be used for Kronos Maintenance.	Finance	$ 0	-6,245
Y	ITISDS5	19	**IT - Department Supplies** Office supplies such as paper, toner, cleaners, tools, towels and water. This reduction will have a moderate impact.	Info Tech & Cust Serv	$ 0	-5,000
Y	BDISTT5	28	**Training/Travel Reduction**	Budget, Debt & Grants	$ 0	-4,050

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Budget Option Descriptions (by Team)

Human Resources, Budget, Finance & IT

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
			Currently the department has sufficient training budget to pay for 2 trainings for each employee (one local, one travel). This option would reduce this budget to 2 trainings to be shared by the department. Any meeting expense (lunch meetings, local travel, materials, etc) would need to be covered within this budget. This would have a significant impact in the long run on the quality of service provided by the department as well as employee morale.			
Y	FIISTT5	29	**Reduce Finance Travel & Training**	Finance	$ 0	-3,625
			This option will cut back budget travel and training budgets, resulting in no outside training for Finance Dept employees other than the Finance Manager.			
Y	HRISEP5	23	**Employee party**	Human Resources	$ 0	-7,000
			City-wide program for employee summer events, annual service award dinner & other city-wide employee functions. Reduction would continue to diminish quality and scope of events.			
Y	HRISSE5	22	**Seasonal Employee Reduction**	Human Resources	$ 0	-2,010
			Reduction to the seasonal employee line in HR. This line is currently used to fund citywide unanticipated short-term temporary employment needs, such as interns. Negligible impact on level of service.			
Y	HRISXP5	24	**Annual X-mas party**	Human Resources	$ 0	-1,500
			City-wide program for annual employee winter holiday celebration. Reduction would continue to diminish quality and scope of event.			
				Total Approved for 5% Plan Options:	**$ 0**	**$-91,369**
				Total Approved Options for Human Resources, Budget, Finance & IT:	**$ 6,884**	**$-75,608**

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COM = Committee Recommended

Budget Option Descriptions (by Team)

Human Resources, Budget, Finance & IT

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
Not Approved Budget Options						
N	ITISPR	1	**Paper Records Conversion** Park City's paper record storage capacity has exceeded its ability to convert paper documents to electronic format. This request represents a second phase of converting records once other electronic capture processes are implemented.	Info Tech & Cust Serv	$ 0	43,000
			Total Not Approved for Budget Options:		$ 0	$ 43,000
5% Plan Options						
N	ITISFS5	11	**IT - Admins Financial System** Admins was the primary financial data system for PCMC but is now retired. The systems function was retained for historical reference. Some of these funds were used to pay for other maintenance contracts including EDEN. A minor/moderate impact to will result with service contracts.	Info Tech & Cust Serv	$ 0	-10,362
N	HRISEA5	13	**Educational Assistance** City-wide program providing reimbursement for approved degree programs. Reimbursement based on grade achieved. Reduction could result in denial of educational assistance reimbursement and therefore impact employee engagement and professional development potential.	Human Resources	$ 0	-5,000
N	BDISBM5	15	**Eliminate Benchmarking** The department is currently budgeted for an annual payment to UCMA for benchmarking data as well as travel costs associated with a Park City led benchmarking effort with CAST. The data gleaned from benchmarking is currently used sparingly. The short-run impact of this reduction would be minimal, but the long-term impact could be significant as far as opportunity cost associated with withdrawing from benchmarking.	Budget, Debt & Grants	$ 0	-1,400
N	BDISER5	27	**Eliminate/Reduce Budget Dept Materials, Supplies, & Services**	Budget, Debt & Grants	$ 0	-6,400

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Budget Option Descriptions (by Team)

Human Resources, Budget, Finance & IT

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
			Eliminate all books, publications, public notices, office equipment repairs, cell phone, software licenses, and office equipment budgets for department. Reduce office supply budget by half. This will have a severe impact on the ability of the department to operate. Virtually all spending other than personnel costs, extremely limited office supplies, postage, printing, and internet access will cease. Employee morale will suffer heavily as Budget Department employees will be expected to continue to perform at a high level with little to no resources provided them.			
N	BDISPT5	25	**Eliminate Property Tax Database**	Budget, Debt & Grants	$ 0	-3,600
			The city currently contracts out for a database of property tax data parcel by parcel. This database is used to inform decisions on a semi-regular basis. The information is valuable, but not indispensible. The impact would be moderate.			
N	FIISFS5	26	**Reduce Finance Subscriptions**	Finance	$ 0	-1,000
			Cut Payroll, GASB & Single Audit subscriptions. This will have an impact on ability of the Finance Dept to keep up-to-date on industry standards, which may result in service level decrease in the long term.			
N	HRISCS5	21	**Misc. Contract Services**	Human Resources	$ 0	-7,400
			City-wide program to fun unanticipated and/or one time intern, temporary, or emergency staffing. This may reduce the ability to fund unanticipated city-wide staffing needs.			
N	ITISUT5	30	**IT - Utilities**	Info Tech & Cust Serv	$ 0	-12,000
			Funds are used to support telecommunication services including Internet, phone lines and long-distance service. Reductions will result in a minor impact if citywide costs remain consistent. If cost overruns occur or new lines of service are requested the impact will be major.			
				Total Not Approved for 5% Plan Options:	**$ 0**	**$-47,162**
				Total Not Approved Options for Human Resources, Budget, Finance & IT:	**$ 0**	**$-4,162**

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Budget Option Descriptions (by Team)

Library, Recreation, Golf & Ice

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
Approved Budget Options						
Y	CRLRSP	1	**Summer Programming** Historically the length of summer is 10 weeks but due to a change in the school calendar this summer is 11 weeks long. This gives the department an extra week to supply programming (day camp, swim lessons, pool operation & skateboarding).	City Recreation	$ 6,552	0
Y	CRLRSPR*	1	**Summer Programming OFFSET (CRLRSP)** Historically the length of summer is 10 weeks but due to a change in the school calendar this summer is 11 weeks long. This gives the department an extra week to supply programming (day camp, swim lessons, pool operation & skateboarding).	Day Camp Swim Fees Youth League And Classes	$-13,250	0
Y	IFLRCS	3	**contract services** Cover cost of necessary contract services, including cooling tower water treatment, elevator maintenance, entryway rug cleaning	Ice Facility	$ 0	6,500
Y	CRLRCR	4	**Creekside Park Restroom Cleaning** Creekside Park will be open to the public by July 1st and the restrooms will need to be cleaned 3 times a week. The restroom building was designed and planned to be open year round due to the design of a sledding hill and close proximity to winter trail use. If the desire is to keep the facility open seasonally then the request can be reduced to $9,000.	Bldg Maint Adm	$ 0	11,000
Y	IFLRCT	6	**Meeting/Conf/Travel & Training** Ops Mgr. needs to renew certifications in May. Other Staff have never been able to go to professional training. Currently can not afford to send any staff to training. All industry training requires out of state travel. Also covers CPR/AED and First Aid for all staff ($1000). offset by reduction in FT staffing.	Ice Facility	$ 0	2,000
Y	CRLRDT	7	**Transportation**	City Recreation	$ 0	750

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Budget Option Descriptions (by Team)

Library, Recreation, Golf & Ice

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
			Increased cost to rent busses for day camp field trips. Increased cost will be passed on to participants resulting in a revenue offset of $750			
Y	CRLRDTR*	7	**Transportation OFFSET (CRLRDT)**	Day Camp	$ 0	-750
			Increased cost to rent busses for day camp field trips. Increased cost will be passed on to participants resulting in a revenue offset of $750			
Y	IFLRPT	8	**Part-Time Staffing**	Ice Facility	$ 0	5,036
			Need additional funds to cover increased hours of operation due to league growth and more hourly ice rentals. Current/returning staff should receive pay increases. Revenue offset from league registration nd ice rental.			
Y	IFLRPTR*	8	**Part-Time Staffing - OFFSET (IFLRPT)**	Ice Facility League Rental	$ 0	-6,750
			Need additional funds to cover increased hours of operation due to league growth and more hourly ice rentals. Current/returning staff should receive pay increases. Revenue offset from league registration nd ice rental.			
Y	CRLRAP	9	**Additional Programming**	City Recreation	$ 0	4,176
			Due to increased demand for dirt jump clinic & adventure camp we would like to add an additional week of both. There is a revenue offset of $4,680 for adventure camp and $840 for dirt jump camp.			
Y	CRLRAPR*	9	**Additional Programming**	Day Camp	$ 0	-5,520
			Due to increased demand for dirt jump clinic & adventure camp we would like to add an additional week of both. There is a revenue offset of $4,680 for adventure camp and $840 for dirt jump camp.			
Y	IFLRSO	13	**Sports officials**	Ice Facility	$ 0	3,500
			provide officials for expanding Adult leagues and cover inflationary costs for officials and scorekeeepers. Revenue offset of $4.75 for each $1 spent in this line.			
Y	IFLRSOR*	13	**Sports officials OFFSET (IFLRSO)**	Ice Facility League Rental	$ 0	-33,250

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	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
			provide officials for expanding Adult leagues and cover inflationary costs for officials and scorekeeepers. Revenue offset of $4.75 for each $1 spent in this line.			
Y	IFLRFS	14	**Retail - Figure Skate Sales**	Ice Facility	$ 0	4,592
			Increase retail offerings to include figure skates. Currently no local business filling need. All figure skaters purchasing skates in Salt Lake. Revenue offset of $1.40 for each $1.00 spent. Skates will be ordered as needed to avoid expense of carrying stock. need 4 hrs/wk staffing to fit and order skates.			
Y	IFLRFSR*	14	**Retail - Figure Skate Sales - OFFSET (IFLRFS)**	RETAIL SALES	$ 0	-5,600
			Increase retail offerings to include figure skates. Currently no local business filling need. All figure skaters purchasing skates in Salt Lake. Revenue offset of $1.40 for each $1.00 spent. Skates will be ordered as needed to avoid expense of carrying stock. need 4 hrs/wk staffing to fit and order skates.			
Y	BADJ	TEC	**Base Level Adjustment**	Multiple Departments	$ 0	0
			Zero-sum changes to budget lines within a department			
Y	HAADJ	TEC	**Housing Allowance Adjustment**	Multiple Departments	$ 0	-2,600
			Adjust Housing Allowances to Reflect Current Usage			
Y	IFLRPTTA	TEC	**Ice Technical Adjustment (Ice Worker VI to Grade T06)**	Ice Facility	$ 0	0
			This option adjusts the Ice Worker VI part time pool from a T09 to a T06 which is in line with the grade of a Rec. Worker VI			
				Total Approved for Budget Options:	$-6,698	$-16,916
5% Plan Options						
Y	IFLRRR5	1	**Finalize Ice Rink Reorganization**	Ice Facility	$ 0	-62,665
			Finalize reorganization approved by City Manger 12/09. Council approval and entry into official pay plan is final step.			
Y	LDLRRB5	2	**Reciprocal Borrowing for Summit County Residents who work in P**	Library	$ 0	-12,000
			Remove funding for this program.			
Y	CRLRHO5	3	**Park City Holiday**	City Recreation	$ 0	-5,000

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	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
			Currently $5,000 budgeted for Park City holiday. Currently much of the program is donated such as cookies, coffee, hot chocolate but fixed expenses such as photos with Santa would not occur.			
Y	TDLRPS5	3	**Reduction in Pro Shop**	Tennis	$ 0	-94,269
			The Racquet Club Pro Shop will be closed during the renovation. Some funds will still be needed to order special order racquets and perform racquet stringing			
Y	TDLRPSR*5	3	**Reduction in Pro Shop -OFFSET**	Retail Sales	$ 0	84,000
			The Racquet Club Pro Shop will be closed during the renovation. This is the expected revenue loss offset resulting from the closure of the pro-shop.			
Y	CRLRSB5	5	**Softball**	City Recreation	$ 0	-2,520
			Reduce cost of trophies & t-shirts along with limiting the purchase of new softballs resulting in only a new ball everyothyer game versus evry game.			
Y	LDLRKC5	6	**Kid's Catalog**	Library	$ 0	-800
			Discontinue subscription to software for kids to search on-line catalog for library materials. Impact=Low Kids can utilize adult card catalog to find items.			
Y	LDLRRD5	6	**Reference USA Database**	Library	$ 0	-1,450
			Reduce subscription to only U.S. Business Listings. Impact=Low The most often utilized portion of this d-base is U.S. businesses.			
Y	TDLRTT5	9	**Tennis Tournament**	Tennis	$ 0	-6,500
			Eliminate a Men's National Tennis Tournament. Revenue loss would be minimal since the courts would now be available for lessons and/or open play.			
Y	TDLRLT5	10	**Leagues & Tournaments**	Tennis	$ 0	-3,000
			Reduce costs associated with adult and youth tennis tournaments such as trophies & t-shirts			

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Budget Option Descriptions (by Team)

Library, Recreation, Golf & Ice

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
Y	LDLRLP5	11	**Library Programming** Decrease adult program funds by $750 and childrens' by $250.	Library	$ 0	-1,000
Y	CRLRFC5	0	**Reduction in Fitness Center** At Iron horse we will not need fitness center staff since the equipment will be all on the same floor	City Recreation	$ 0	-17,759
Y	TDLRTS5	0	**Reduction in Tennis Staffing** Due to the renovation the number of indoor courts available for teaching will be reduced to 3.	Tennis	$ 0	-18,734
				Total Approved for 5% Plan Options:	$ 0	$-141,697
				Total Approved Options for Library, Recreation, Golf & Ice:	$-6,698	$-158,613

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Budget Option Descriptions (by Team)

Library, Recreation, Golf & Ice

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
Not Approved Budget Options						
N	LDLRLS	2	**Library Shelving** Additional shelving is needed to accommodate growth of materials collection.	Library	$ 0	2,250
N	CRLRSL	5	**Software Licenses** Cover increased CLASS maintenance fees.	City Recreation	$ 0	600
N	IFLRSL	5	**Software Licenses** Cover increased CLASS maintenance fees.	Ice Facility	$ 0	600
N	IFLRCM	10	**Cleaning and Maintenance** Cover increasing cost of cleaning materials and increased demand for cleaning and maintenance as business hours expand and building ages.	Ice Facility	$ 0	3,500
N	IFLRPC	11	**Photo Copy** Cover increasing service contract costs	Ice Facility	$ 0	900
N	IFLROS	12	**Dept Supplies & Office Supplies** need more supplies to support increased program participation and business operations. Offset by reduction in FT staffing.	Ice Facility	$ 0	1,100
N	IFLRUC	15	**Uniforms/Clothing** Staff attire needed to better promote professional image of Facility and Park City, especially because of increased contact with national and professional organizations (US Soccer, USA Hockey, LA Kings, REAL Salt Lake). Able to purchase at reduced cost due to relationships with local and national companies.	Ice Facility	$ 0	1,500
				Total Not Approved for Budget Options:	$ 0	$ 10,450

5% Plan Options

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Budget Option Descriptions (by Team)

Library, Recreation, Golf & Ice

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
N	CRLRPM5	4	**Play Magazine** The Play magazine is a joint annual publication with Basin Rec, Library, Ice & Golf that outlines programs for the next year. It comes out annually in March. In 2010 the cost to produce and mail the magazine was $19,355	City Recreation Tennis	$ 0	-19,355
N	CRLRSP5	8	**Scholarship Program** Reduce Scholarship funds and non revenue producing programs such as Halloween Safety Day. This will impact services provided to disadvantaged members of the community	City Recreation	$ 0	-5,500
N	CRLRVT5	12	**Volleyball Tournaments** Park City has organized and hosted volleyball tournament on July 4th & Arts festival. Participants are primarily from Salt Lake Valley . Lost revenue would be $5,593 but takes significant FT staff time that is not directly allocated to the tournament.	City Recreation	$ 0	-4,500
N	TDLRPR5	13	**Pro Shop** Reduce the purchase of retail items by 30% and reduce hours by 10 per week.	Tennis	$ 0	-4,116
N	LDLRPT5	14	**Library Part-Time Staff Hours Reduction** Eliminate use of part-time staff hours for opening duties and reduce overall hours worked	Library	$ 0	-7,941
N	CRLRFI5	15	**Fitness Center** Reduce staffing of fitness center by 20%	City Recreation	$ 0	-6,906
N	CRLRCH5	16	**Racquet Club Hours** Reduce Racquet Club Hours from 107 hours a week to 97 hours a week.	City Recreation	$ 0	-29,088
N	CRLRGF5	17	**Group Fitness Classes** Reduce Group Fitness Schedule significantly	City Recreation	$ 0	-5,583
				Total Not Approved for 5% Plan Options:	**$ 0**	**$-82,989**
				Total Not Approved Options for Library, Recreation, Golf & Ice:	**$ 0**	**$-72,539**

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Non-Departmental

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
Approved Budget Options						
Y	CARA	CM	**Car Allowances** Car Allowances	City Manager	$ 0	-368
Y	LM	CM	**General Fund Lump Merit Pool** This option creates a lump merit pool in the general fund which will be used as a single source for all general fund department lump merit pay. Departments previously funded lump merit pay out of their operating budget. Budgets in each department were reduced in order to offset the cost of creating a lump merit pool.	Lump Merit	$ 0	500,000
Y	NDNDPS	CM	**Park Silly Sunday Market** Pursuant to Council approval of a $90,000 long-term agreement with PSSM ($80k in cash payments, $10k of improvements the city will make on their behalf), the yearly amount of $80,000 will be budgeted to the a Park Silly Sunday Market non-departmental line and $10,000 will be budgeted to the Economy Department special events line.	PSSM LONG TERM AGREE	$ 80,000	80,000
Y	NDNDPSR*	CM	Pursuant to Council approval of a $90,000 long-term agreement with PSSM ($80k in cash payments, $10k of improvements the city will make on their behalf), the yearly amount of $80,000 will be budgeted to the a Park Silly Sunday Market non-departmental line and $10,000 will be budgeted to the Economy Department special events line.	Festival Facilitation Fee Meter Revenue	$-80,000	-80,000
Y	TRCRC	CM	**Temporary Racquet Club Relocation Costs** Temporary Racquet Club Relocation Costs	LOWER MAIN RDA OPER	$ 130,000	250,000
Y	BADJ	TEC	**Base Level Adjustment** Zero-sum changes to budget lines within a department	Multiple Departments	$-2,100	-2,100
Y	CONF	TEC	**Technical adjustment to show confiscations funds available for ex** Confiscations	Police Special Revenue Fund	$ 9,455	0
Y	HAADJ	TEC	**Housing Allowance Adjustment**	Multiple Departments	$ 0	151

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Budget Option Descriptions (by Team)

Non-Departmental

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
			Adjust Housing Allowances to Reflect Current Usage			
Y	NDNDEM	TEC	**Emergency Management Program Replacement** This option is shifting the budget for cp0218 (Emergency Management Program Replacement) from the CIP Fund into the General Fund in order to conform with State law.	Emergency Management	$ 14,000	22,000
Y	RDAOP	TEC	**RDA Operating Budgets** The option creates a operation budget for both the Lower Park Ave. RDA & Main Street RDA and creates a building maintenance budget for affordable housing located in the Lower Park RDA. $10,000 was transferred from the CIP which was previously used for RDA operating expenses.	MAIN STREET OPER RDA C Operations RDA OPER EXP	$ 0	50,000
Y	TEC1	TEC	**Technical adjustment to show FY21001 URS cost** URS adjustment	Operating Departments	$ 0	76,132
Y	TEC3	TEC	**City Council and Mayor Compensation** This is an adjustment which sets the Mayor and City Council compensation at market level.	City Council	$ 0	-1,590
Y	TOBC	TEC	**Technical adjustment to show tobacco compliance funds available** Tobacco Compliance	Police Special Revenue Fund	$ 23,522	0
				Total Approved for Budget Options:	$ 174,877	$ 894,225
5% Plan Options						
Y	SSC5	CM	**Reduction in unused 2011 SSC** Reduction in Unused FY2011 Special Service Contract Budget	Spec. Srvc. Cntrt. Unspecified	$ 0	-25,000
Y	TEC2	TEC	**Heath Care Premium** Heath Care Premium - Medical Cost	Operating Departments	$ 0	0
				Total Approved for 5% Plan Options:	$ 0	$-25,000
				Total Approved Options for Non-Departmental:	$ 174,877	$ 869,225

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Budget Option Descriptions (by Team)

Public Safety

Approved	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
Approved Budget Options						
Y	PDPSDC	1	**Dry Cleaning** This option would restore a cut to the dry cleaning budget from FY 2009	Police	$ 0	7,000
Y	CCPSRE	CM	**911 Grant Reimbursement** 911 Grant Reimbursement	Communication Center	$ 5,000	0
Y	CCPSRER*	CM	**911 Grant Reimbursement (offset)** 911 Grant Reimbursement (offset)	State Contribution	$-5,000	0
Y	PDPSBV	CM	**Bulletproof Vest Grant Reimbursement** Bulletproof vest grant reimbursement	Police	$ 2,543	0
Y	PDPSBVR*	CM	**Bulletproof Vest Grant Reimbursement (offset)** Bulletproof vest grant reimbursement (offset)	State Contribution	$-2,543	0
Y	PDPSEM	CM	**Emergency Management Contract** Emergency Management Salary Contract	Police	$ 0	55,000
Y	PDPSHS	CM	**Homeland Security Grant Reimbursement** Homeland Security Grant Reimbursement	Communication Center Police	$ 36,678	0
Y	PDPSHSR*	CM	**Homeland Security Grant Reimbursement (offset)** Homeland Security Grant Reimbursement (offset)	State Contribution	$-36,678	0
Y	PDPSRE	CM	**DUI Reimbursement** DUI Reimbursement	Police	$ 2,911	0
Y	PDPSRER*	CM	**DUI Reimbursement (offset)** DUI Reimbursement (offset)	State Contribution	$-2,911	0
Y	DEPSDE	TEC	**Drug Education Officer Fix** This adjustment will distribute the proper FTE percentage to the Drug Education Fund	Drug Education State Liquor Enforcement	$ 325	0
Y	HAADJ	TEC	**Housing Allowance Adjustment**	Multiple Departments	$ 0	1,313

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Budget Option Descriptions (by Team)

Public Safety

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
			Adjust Housing Allowances to Reflect Current Usage			
Y	PDPSSE	TEC	**Special Events Revenue**	Police	$ 33,480	0
			This is a one time adjustment for Special Events Revenue			
Y	PDPSSER*	TEC	**Special Events Revenue OFFSET (PDPSSE)**	Special Events Police	$-33,480	0
			This is a one time adjustment for Special Events Revenue OFFSET			
				Total Approved for Budget Options:	$ 325	$ 63,313
5% Plan Options						
Y	PDPSPO5	1	**Postage**	Police	$ 0	-500
			Postage - Low			
Y	PDPSFP5	2	**Film/photo Process**	Police	$ 0	-400
			Film/photo Process - Low			
Y	PDPSOE5	3	**Office Equipment**	Police	$ 0	-500
			Office Equipment - Low			
Y	PDPSVR5	4	**Vehicle Repair/Maintenance**	Police	$ 0	-1,500
			Vehicle Repair/Maintenance - Low			
Y	PDPSMA5	5	**Memberships admin**	Police	$ 0	-1,000
			Memberships admin -Low			
Y	PDPSCT5	6	**Meetings/Conf Travel**	Police	$ 0	-3,000
			Meetings/Conf Travel - Low			
Y	PDPSGU5	8	**Gasoline, Unleaded**	Police	$ 0	-100
			Gasoline, Unleaded - Low			
Y	PDPSOS5	9	**Office Supplies**	Police	$ 0	-2,000
			Office Supplies - Low			
Y	PDPSEQ5	10	**Office Equip.**	Police	$ 0	-500
			Office Equip. - Low			
Y	PDPSPA5	11	**Printing admin**	Police	$ 0	-1,000

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Budget Option Descriptions (by Team)

Public Safety

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
			Printing admin - Low			
Y	PDPSCA5	12	**Photo copy admin**	Police	$ 0	-3,000
			Photo copy admin - Low			
Y	CCPSCD5	13	**Cellular Dispatch**	Communication Center	$ 0	-500
			Cellular Dispatch - Low			
Y	PDPSDS5	14	**Dept. supplies dispatch**	Police	$ 0	-2,000
			Dept. supplies dispatch - Low			
Y	CCPSPD5	15	**Printing Dispatch**	Communication Center	$ 0	-500
			Printing Dispatch - Low			
Y	CCPSPC5	16	**Photo copy dispatch**	Communication Center	$ 0	-500
			Photo copy dispatch -Low			
Y	CCPSUD5	17	**Uniforms dispatch**	Communication Center	$ 0	-2,000
			Uniforms dispatch -Low			
Y	CCPSMD5	19	**Memberships dispatch**	Communication Center	$ 0	-500
			Memberships dispatch - Low			
Y	CCPSCE5	27	**Comm. Equip. dispatch**	Communication Center	$ 0	-4,000
			Comm. Equip. dispatch - Moderate			
Y	CCPSED5	20	**Office equip. dispatch**	Communication Center	$ 0	-500
			Office equip. dispatch -Low			
Y	PDPSEP5	26	**Comm. Equip. patrol**	Police	$ 0	-3,000
			Comm. Equip. patrol - Moderate			
Y	PDPSIN5	25	**Investigations**	Police	$ 0	-2,000
			Investigations - Moderate			
Y	PDPSLD5	22	**Telephone long dist**	Police	$ 0	-500
			Telephone long dist - Moderate			
Y	PDPSOR5	32	**Overtime Reduction**	Police	$ 0	-18,600

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Public Safety

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
			$20,000 Overtime Reduction; Severe Service Level Impact			
Y	PDPSRT5	23	**Recruitment & training**	Police	$ 0	-2,000
			Recruitment & training - Moderate			
Y	PDPSSE5	24	**Special events**	Police	$ 0	-2,000
			Special events - Moderate			
Y	PDPSTA5	21	**Telephone admin**	Police	$ 0	-5,000
			Telephone admin - Moderate			
				Total Approved for 5% Plan Options:	$ 0	$-57,100
				Total Approved Options for Public Safety:	$ 325	$ 6,213

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Public Safety

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
Not Approved 5% Plan Options						
N	PDPSVW5	7	**Vehicle Car Wash** Vehicle Car Wash - Low	Police	$ 0	-1,500
N	CCPSDC5	18	**Dry cleaning dispatch** Dry cleaning dispatch - Low	Communication Center	$ 0	-500
N	CCPSTD5	28	**Training dispatch** Training dispatch	Communication Center	$ 0	-2,000
N	PDPSEA5	31	**Reduction in Equipment Administration** Equipment admin - Severe Service Level Impact	Police	$ 0	-10,000
N	PDPSFT5	34	**FTE Police Officer** $48,500; Severe Service Level Impact	Police	$ 0	-74,482
N	PDPSOR52	32	**Overtime Reduction** $50,000 Overtime Reduction; Severe Service Level Impact	Police	$ 0	-28,846
N	PDPSPT5	33	**PT Non-benefited** $20,000; Severe Service Level Impact	Police	$ 0	-18,600
N	PDPSTR5	30	**Reduction in Training Administration** Training admin - Severe Service Level Impact	Police	$ 0	-4,000
N	PDPSUC5	29	**Uniforms & clothing** Uniforms & clothing - Moderate	Police	$ 0	-10,000
				Total Not Approved for 5% Plan Options:	$ 0	$-149,927
				Total Not Approved Options for Public Safety:	$ 0	$-149,927

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Budget Option Descriptions (by Team)

Public Works

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
Approved Budget Options						
Y	PAPWRO	1	**Public Works Admin. (PW) Reorganization** This is the Public Works Administration portion of the Public Works reorganization	Public Works Admin. Street Maintenance	$ 0	-149,251
Y	SMPWRO	1	**Streets Maintenance (PW) Reorganization** This is the Streets Maintenance portion of the Public Works reorganization	Street Maintenance	$ 0	9,340
Y	TDPWRO	1	**Transit Department (PW) Reorganization** This is the Transit Department portion of the Public Works reorganization	Planning Dept. Transportation Oper	$ 0	28,102
Y	WDPWRO	1	**Water Department (PW) Reorganization** This is the Water Department portion of the PW Reorganization	Water Operations	$ 0	22,673
Y	PCPWBT	2	**Backflow Testing** The State requires annual testing of all irrigation backflow preventers. Testing will be contracted out to a third party tester. This option supports Council's top priority goal of "Water Quality".	Parks & Cemetery	$ 0	6,000
Y	TDTDPR	2	**Park and Ride Transit** Transit service to Park and Ride	Transportation Oper	$ 0	77,910
Y	TDTDTF	3	**Credit Card Fees** Increase in Credit Card Transaction Fees associated with new meter technology	Transportation Oper	$ 9,000	18,000
Y	PAPWCT	CM	**Public Works Administration Closing Transfer** This technical adjustment transfers the remaining budget in the Public Works Administration department into the Streets Department	Public Works Admin. Street Maintenance	$ 0	0
Y	BADJ	TEC	**Base Level Adjustment** Zero-sum changes to budget lines within a department	Multiple Departments	$ 0	0

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Budget Option Descriptions (by Team)

Public Works

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
Y	HAADJ	TEC	**Housing Allowance Adjustment** Adjust Housing Allowances to Reflect Current Usage	Multiple Departments	$ 0	-4,596
Y	SDPWRF	TEC	**URS - Streets Dept. Technical Adjustment** This is a technical option which provides the appropriate budget to cover a retirement contribution adjustment to the URS in the Streets Department	Street Maintenance	$ 2,492	0
				Total Approved for Budget Options:	$ 11,492	$ 8,178
5% Plan Options						
Y	FSFSOG5	1	**Reduction in Oil and Greases** Reduction in oil and grease expenditures - This option will have a moderate impact on maintenance levels. One Time Reduction	Fleet Services Dept	$ 0	-17,725
Y	SLPWSL5	1	**Street lights & Sign budget additional 5% reduction** Reduction in sign and light replacement. Replacement of regulatory signs only if required. All other signage will be reused after depleting existing inventory. Utilize existing inventory of street lighting parts. Delay replacement of complete fixtures.	Street Lights Sign	$ 0	-9,200
Y	TDTDRR5	1	**Reduce Recruiting Expenses** Reduce Recruiting Expenses -This should have moderate impact on recruiting as level of recruiting effort required in an employer's market is reduced. One Time Option	Transportation Oper	$ 0	-10,000
Y	FSFSDF5	2	**Reduction in Diesel Fuel** Reduction in Diesel Fuel budget to reflect current pricing. This option does not reflect reduction in fuel consumption and some risk of price increase for this commodity exists. This option will have only a moderate impact on fleet operations if fuel costs remain stable or decline. If fuel costs increase impact could be significant to severe. One-time reduction	Fleet Services Dept	$ 0	-50,000
Y	SAPWSA5	2	**Swede Alley budget additional -5% reduction** Reduction in contract services and equipment. Reduce parking garbage cleanings. Some impacts will be offset by staff and are expected to be moderate.	Swede Alley Parking Struct.	$ 0	-4,025

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Budget Option Descriptions (by Team)

Public Works

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
Y	TDTDBR5	2	**Delay Building Repairs** Delay Building Repairs -This should have only moderate effect on maintenance provided option is one time only. One Time Option	Transportation Oper	$ 0	-10,000
Y	FDPWQF5	3	**Quinn's -Fields -5%** This option will impact our ability to replace dead shrubs and trees. This reduction will impact maintenance of the facility such as field lighting, fence repairs, pressure washing, etc. Impacts will not affect playability of the fields.	Fields	$ 0	-10,000
Y	FSFSDS5	3	**Departmental Supplies** Reduction in Departmental Supplies - This option will have a moderate to high impact on maintenance levels provided option is one time only. One Time Reduction	Fleet Services Dept	$ 0	-40,000
Y	TDTDSR5	3	**Reduce Sign Replacement** Reduce Sign Replacement - This should have only moderate effect on maintenance provided option is one time only. One Time Option	Transportation Oper	$ 0	-5,000
Y	WBWDWB5	3	**Water Billing 5% reduction** Reduction in printing, departmental supplies and postage	Water Billing	$ 0	-6,490
Y	PCPWPC5	4	**Parks & Cemetery -5%** This option will moderately impact city beatification program. Areas impacted: eliminate the planter at the bottom of light poles, eliminate the annual planting in front of Miners hospital, drastically reduce holiday lighting, and postpone the replacement of all small equipment.	Parks & Cemetery	$ 0	-36,113
Y	TDTDUR5	4	**Delay Uniform Replacement** Delay Uniform Replacement - This should have only moderate effect on driver appearance provided option is one time only. One Time Option	Transportation Oper	$ 0	-10,000
Y	SMPWSM5	5	**Streets Maint budget additional 5% reduction**	Street Maintenance	$ 0	-46,967

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	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
			Additional reductions in contract services including concrete curb, gutter, guardrail, storm drain and sidewalk replacement. Staff uniforms, training, consulting will be reduced. Impacts in snow removal will be evident and are expected.			
Y	BMPWBM5	6	**Building Maintenance -5%**	Bldg Maint Adm	$ 0	-54,950
			This option will cut cleaning supplies, equipment repairs & maintenance. Eliminate window cleaning, reduce carpet cleaning and reduce restroom room cleaning during special events. This option will have a moderate impact in our ability to provide quality service.			
Y	PAPWPA5	7	**Public Works Admin. 5% budget reduction**	Public Works Admin.	$ 0	-20,271
			This option will impact our ability to purchase much needed supplies, impact staff training and daily operations.			
				Total Approved for 5% Plan Options:	$ 0	$-330,741
				Total Approved Options for Public Works:	$ 11,492	$-322,563

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Public Works

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
Not Approved Budget Options						
N	WDPWRON	CM	**Water Department (PW) Reorganization** This is the Water Department (Water Project Manager) portion of the PW Reorganization	Water Operations	$ 0	12,189
			Total Not Approved for Budget Options:		$ 0	$ 12,189
5% Plan Options						
N	WOWDQP5	1	**Quinn's Water Treatment Plant** WTP is behind schedule, so options put into budget in anticipation of the WTP operating are deferred. Budget will be put back in FY12 budget. There will be no service level impact in FY11. If the one time reduction is not approved to be added back in Fy12 Budget, there would be no budget for the operation of the new WTP. Therefore, this is a one-time reduction.	Water Operations	$ 0	-218,000
N	WOWDCH5	2	**Chemicals** Reduction to match actual spending until WTP is online. Chemical usage is dependent on water consumption. The more water consumed, the more chemicals needed for the treatment and chlorination of the water delivered. Current trends indicate that there would be little impact with the proposed cut. However, if the dry weather trend continues, water consumption could increase which could impact the need for the chemical budget. This is a one-time reduction	Water Operations	$ 0	-10,000
N	TDTDDC5	5	**Delay Capital Expenditures** Delay vehicle and equipment replacement - This option will have moderate to high impact on capital replacement as any forgone budget will need to be made up in future years. One Time Reduction	Transportation Oper	$ 0	-75,000
N	TDTDTS5	6	**Traffic Study Reduction** Traffic and Transit Studies would be eliminated or funded from other sources as needed - This option will have a significant to severe impact on transit and traffic planning efforts. One Time Reduction	Transportation Oper	$ 0	-50,000

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Public Works

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
N	TDTDHR5	7	**Service Hours Reduction** Labor Hours Reduction. If City Manager should choose to approve this option Staff will develop and present service reduction options to meet this target. Options would include reduction in operating hours, routes, maintenance and events. This option will have a significant impact on transit service levels. One Time Option	Transportation Oper	$ 0	-200,618
			Total Not Approved for 5% Plan Options:		$ 0	$-553,618
			Total Not Approved Options for Public Works:		$ 0	$-541,428

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Budget Option Descriptions (by Team)

Sustainability

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
Approved Budget Options						
Y	IMSULK	1	**Contract Sidewalk Snow Removal** Remove snow on Little Kate Sidewalk - this $ should go to Parks Contract Svcs budget - 011-40412-04520-000-000	Parks & Cemetery	$ 0	12,000
Y	IMSUCE	CM	**Event Project Manager** This option provides the required funds to hire a contract employee to manage event related projects.	Economy	$ 0	43,021
Y	IMSUPS	CM	**Park Silly Sunday Market Facility Improvements** Pursuant to Council approval of a $90,000 long-term agreement with PSSM ($80k in cash payments, $10k of improvements the city will make on their behalf), the yearly amount of $80,000 will be budgeted to the a Park Silly Sunday Market non-departmental line and $10,000 will be budgeted to the Economy Department special events line.	Economy	$ 10,000	10,000
Y	IMSUBF	TEC	**Negative Budget Technical Adjustment** Technical adjustment to correct negative budget	Economy	$ 0	150
Y	LDSUBR	TEC	**Leadership Budget Technical Adjustment** This is a technical adjustment to create an organized leadership budget as requested by Myles Rademan	Spec. Srvc. Cntrt. Ldrshp 200	$ 0	-3,617
				Total Approved for Budget Options:	$ 10,000	$ 61,554
5% Plan Options						
Y	IMSUOA5	1	**Office Administration** Reduced resources for office equipment, computer equipment and repairs. Low Impact	Economy	$ 0	-700
Y	VISUOA5	1	**Office Administration** Reduced resources for office equipment, computer equipment and repairs. Low Impact	Community & Environment	$ 0	-700
Y	VISUAH5	3	**Affordable Housing** Reduced resources for affordable housing policy, planning and development services. Low Impact	Community & Environment	$ 0	-5,250

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Budget Option Descriptions (by Team)

Sustainability

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
Y	VISUES5	4	**Environmental Sustainability** Reduced resources for environmental policy and planning consulting services may impact ability to implement proposed 2011 projects. Moderate Impact	Community & Environment	$ 0	-5,250
Y	VISUPP5	5	**Public Process** Reduced scope of citizen outreach including design and mailing of print materials, design and conducting community satisfaction surveys, and hosting community meetings. Related expenses include reduction in budget for books and subscriptions for current issues and best practices, and reduced printing and postage costs. Moderate service level impact.	Community & Environment	$ 0	-11,956
Y	IMSUCS5	6	**Contract Services** Reduced services for implementation of Economic Development Strategic Plan & Redevelopment efforts. Moderate Impact	Economy	$ 0	-11,082
				Total Approved for 5% Plan Options:	$ 0	$-34,938
				Total Approved Options for Sustainability:	$ 10,000	$ 26,616

Not Approved
5% Plan Options

	Option Code	Priority*	Option Description	Department	2010 Request	2011 Request
N	LSSULS5	2	**Leadership** Reduction in budget for seminar expenses. Low impact (based upon FY 09 actuals)	Spec. Srvc. Cntrt. Ldrshp 200	$ 0	-5,781
				Total Not Approved for 5% Plan Options:	$ 0	$-5,781
				Total Not Approved Options for Sustainability:	$ 0	$-5,781

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City Manager Office

Community Support

As the chief administrative officer of the City, the City Manager is charged by the Mayor and City Council with policy development, management of daily operations, support of governance process, communications, working relationships with Council and Mayor, financial management, organizational leadership, policy, vision and goal implementation, working with the community and innovation and creativity in the discharge of his responsibilities.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community; Open and Responsive Government to the Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Number of Community Events that the City Manager attends.	40	40	40	N/A	20
Number of electronic newsletters published	10	1	11	12	4
Number of months that Interagency Task meeting is held each year	11	11	11	11	5
Number of press releases issued to inform the public of Council Actions or City's achievements	26	28	34	N/A	7
Percent of weeks that City Manager, or his designee, is interviewed on KPCW regarding City Council meetings	90%	90%	100%	100%	100

Council Support

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Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Percent of biweekly one on one meetings with Council Members and Mayor	100%	100%	100%	100%	100
Percentage of weekly updates provided to Council and Mayor	90%	90%	95%	95%	95%
Percentage of weeks that City Manager includes a Managers Report providing miscellaneous updates with Council packets	90%	90%	90%	90%	90%
Weekly Council Meeting: E-packets and Website - Posted by Tuesday Morning	100%	100%	100%	100%	100%
Weekly Council Meeting: Packets - Distributed by Monday Afternoon	100%	100%	100%	100%	100%
Weekly Council Meetings: Minutes - Two week turnaround	98%	98%	98%	100%	98%

Policy Implementation

As the chief administrative officer of the City, the City Manager is charged by the Mayor and City Council with policy development, management of daily operations, support of governance process, communications, working relationships with Council and Mayor, financial management, organizational leadership, policy, vision and goal implementation, working with the community and innovation and creativity in the discharge of his responsibilities.

Meets the following Council Goals:
Preservation of Park City Character; World Class, Multi-Seasonal/Resort Community; Open and Responsive Government to the Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
City-wide goal-oriented performance measures updated and presented for Council's review semi-annually.	85%	90%	90%	90%	90%
Status reports updated by staff and presented to Mayor and Council for review and comment on a quarterly basis.	100%	100	100%	100%	100%

Staff Support/Administration

As the chief administrative officer of the City, the City Manager is charged by the Mayor and City Council with policy development, management of daily operations, support of governance process, communications, working relationships with Council and Mayor, financial management, organizational leadership, policy, vision and goal implementation, working with the community and innovation and creativity in the discharge of his responsibilities.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community; Open and Responsive Government to the Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Percent of direct-report staff performance reviews completed with 7 days of due date.	100%	100%	100%	100%	100%
Percent of weeks City Manager visits with two city departments outside Marsac	100%	100	100%	100%	100%
Percent of weeks that departmental budgets are monitored each year.	100%	100	100%	100%	100%

Performance Measures Legal

Federal Grant and Contract Oversight

Advise staff of necessary procedures and requirements for grant and contract procurement. Provide legal review and approval of RFPs, contracts, and agreements.

Meets the following Council Goals:
Quality & Quantity of Water; Effective Transportation and Parking System; World Class, Multi-Seasonal/Resort Community; Regional Collaboration adn Partnerships; Open and Responsive Government to the Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Annually conduct manager training on RFP/BID and contract administration.			100%	100%	75%
Average number of contracts and agreements processed and reviewed in detail on an annual basis, approximately 150.	67	100	165	50-60	59
Average turn around time for contract review and processing two to seven days.	4	3	3	2 to 7	1 to 3
Review all contracts, agreements, legal forms, plats, staff reports, and insurance requirements and annually review and modify standard forms and documents.	100%	100%	100%	100%	100%

Litigation

(1) Review Incident Reports and Claims against the City; (2) Risk Management Fund Evaluation

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Average time dedicated to resolve city claims, approximately 20%; including consulting with outside counsel.	100%	100%	100%	95%	95%

Mayor, City Council, Boards & Commissions

Provide objective, accurate and timely legal advice that facilitates appropriate and effective decision making.

Meets the following Council Goals:
Preservation of Park City Character; World Class, Multi-Seasonal/Resort Community; Recreation, Open Space, and Trails

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
95% of requests for legal opinion completed within three days; some requests may be considered complex and immediate attention is required.	95%	95%	95%	95%	95%
Approximately 95% of meetings attended and/or covered by attorney(s).	99%	99%	99%	95%	99%
Average turnaround time on staff reports review one to three days.	1 to 3	1 to 4	1 to 3	1 to 3	1 to 3
Conduct annual training in accordance with Master Training Calendar.		100%	100%	100%	100%

Mayor/City Manager Support

(1) Municipal Code Amendments; Contracts/City Documents; GRAMA;

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community; Open and Responsive Government to the Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Average length of time to review and approve GRAMA Requests to other City Departments for satisfying.	7; 2; 8	2	2	1 to 2	2
Average numbers of days to provide department assistance from Attorneys on City documents; some approvals may be considered complex and immediate attention is required.	2	2	3	2 to 5	2

Personnel

(1) Maintain current base of employment law materials; (2) Ongoing continuing legal education in employment law; and (3) Monitor City compliance with employment law matters.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Average response time to legal questions from Human Resources and other departments one to three days, unless extenuating circumstances	1 to 3	1 to 3	1 to 3	1 to 3	1 to 3
Average turn-around of employee contracts one to three days.	1 to 3	1 to 3	1 to 3	1 to 3	1 to 3

Prosecutor

Provide prosecution representation for the City; prosecute infractions and misdemeanors occurring within the City limits and violation of City ordinances.

Meets the following Council Goals:
Preservation of Park City Character

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
30%-40% Assistant City Attorney (Gaines) 5% Deputy City Attorney (Daley) time spent as prosecutor.	30%; 7%	35%	35%	30%-40%	37%
50-75% clerical time assigned to prosecutor (two paralegals).	50-60%	50%	60%	50-60%	55%
Minimum 80-95% conviction rate of criminal misdemeanor charges.	80%	80%	90%	80 to 95%	85%
Requests for information/charges screening completed within 3 to 7 days.	7	3 to 7	3 to 7	3 to 7	5 to 7

Water Rights/City Water Projects

Acquire water rights and develop water source and infrastructure to meet the City's long-term water demand.

Meets the following Council Goals:
Quality & Quantity of Water; Open and Responsive Government to the Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
40% of Deputy City Attorney's time spent on water issues and projects.	40%	40%	40%	40%	50%
95% water meetings attended by attorney.	95%	95%	95%	95%	95%
Fully executed agreements, approved change applications, environmental requirements satisfied, water quality concerns addressed, projects built, water flowing to customers.	Same	Same	100%	100%	100%

Performance Measures

Budget, Debt, and Grants

Analysis Resource

Provide direct staff and analytical resources to City Council, the City Manager, and other City departments for various projects and needs.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community; Open and Responsive Government to the Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Percent of City Departments satisfied with analysis (based on Internal Service Survey).	95%	89%	91%	95%	N/A
Percent of City departments satisfied with turnaround time (based on internal service survey).	92%	0	0	92%	N/A
Quality of department as an information resource (ISS - percent of 'Satisfactory' and 'Above Expectations').			97%	95%	N/A
Quality of policy analysis (ISS - percent of 'Satisfactory' and 'Above Expectations').			96%	95%	N/A

Budget Preparation, Coordination, and Monitoring

Assist the City Manager with all aspects of the budget process (ie: budget document preparation, budget adjustments, Citizen's Budget, weekly/monthly budget monitoring, etc.) for the benefit of the City Council, City departments, and the general public.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	**2007 Actual**	**2008 Actual**	**2009 Actual**	**2010 Target**	**2010 Mid-Year**
Budget Document completed/distributed before end of 1st quarter (# of days before end of quarter)	-20	30	25	30	N/A
Budget, Debt, and Grants Departmental Budget within alloted expenditures (yes/no).	Yes	Yes	Yes	Yes	Yes
City is within budget			Yes	Yes	Yes
Departments over budget			6	5	3
GFOA Distinguished Budget Presentation Award received (yes/no)	N/A	Yes	N/A	Yes	N/A
Overall percentage of weekly monitoring reports distributed per week.			90%	100%	90%
Percent of satisfaction for budget monitoring (ISS).			92%	90%	N/A
Percent of satisfaction for budget preparation (ISS).			94%	90%	N/A

Capital Budgeting

Assist the City Manager with all aspects of the capital budget process (e.g., monthly monitoring reports, capital budget process, prioritization committee, ISS, etc.) for the benefit of the City Council, City departments, and the general public.

Meets the following Council Goals:
Quality & Quantity of Water; Preservation of Park City Character; Effective Transportation and Parking System; World Class, Multi-Seasonal/Resort Community; Recreation, Open Space, and Trails; Regional Collaboration adn Partnerships

Measures:	**2007 Actual**	**2008 Actual**	**2009 Actual**	**2010 Target**	**2010 Mid-Year**
Percent of months in which CIP budget monitoring was completed			100%	100%	100%
Percentage of those who rated Capital Project Monitoring as 'Useful' and 'Very Useful' (ISS).			092%	90%	N/A
Percentage of those who rated Capital Project Monitoring quality of service as 'satisfactory' and 'above expectations' (ISS).			95%	90%	N/A

Debt Issuance

Administer existing debt and issue additional debt as directed by City Council.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	**2007 Actual**	**2008 Actual**	**2009 Actual**	**2010 Target**	**2010 Mid-Year**
At least $5 million kept in reserve to keep bond rating.			Yes	Yes	N/A
Bond issuances completed in time for project.			Yes	Yes	Yes
Debt Service as percent of net operating expenditures	30%	20%	30%	22%	N/A
GO Bond Rating (Fitch)	AA-	AA-	AA	AA	AA
GO Bond Rating (Moody's)	Aa2	Aa2	Aa2	Aa2	Aa2
GO Bond Rating (S & P)	AA-	AA-	AA	AA	AA

Grants Administration

Serve as a resource for City Departments in researching, procuring, and monitoring grants. Also, administer the City's Special Service Contract program.

Meets the following Council Goals:
Quality & Quantity of Water; Preservation of Park City Character; Effective Transportation and Parking System; World Class, Multi-Seasonal/Resort Community; Recreation, Open Space, and Trails; Regional Collaboration adn Partnerships; Open and Responsive Government to the Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Intergovernmental Revenue as a percent of Gross Operating Revenue	6%	2%	9%	10%	N/A
Percent of grants coordination rated as 'Satisfactory' and 'Above Expectations' (ISS)			87%	90%	N/A
Percent of quarterly reporting completed on time	100%	100%	100%	100%	100%
Special Service Contract turnaround time (days between receiving performance measures and PO processed)	2	10	9	14	14

Performance Measures and Benchmarking

Maintain a system of performance measures for internal use self-improvement. Maintain a set of measures to compare against other similar cities for citywide improvement.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community; Open and Responsive Government to the Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Number of Communities participating in benchmarking group.	10	7	0	10	0
Percent of internal service survey respondents who rate the Performance Measurement program as useful.	80%	74%	88%	85%	N/A
Percentage quality of service for performance measurement database rated 'satisfactory' and 'above expectations.'			92%	90%	N/A
Semi-annual database update by Jan 31 and Jul 31 (days +/ -)	-14	+15	+60	+5	+15

Revenue/Resource Management

Assist the City Manager with all aspects of the capital budget process (e.g., monthly sales tax report, property tax rate calculation, forecasting sales tax, etc.) for the benefit of the City Council, City departments, and the general public.

Meets the following Council Goals:
Open and Responsive Government to the Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Days after receiving property tax information from counties that property tax rate calculation sheets are filled out and returned.			2	7	N/A
Is City coming in under 18% of revenue surplus in General Fund?			Yes	Yes	N/A
Percent of those who rated the quality of service of Financial/Fee Analysis as 'satisfactory' and 'above expectations' (ISS).			95%	90%	N/A
Percent of those who rated the quality of service of Revenue Forecasting and Analysis as 'satisfactory' and 'above expectations' (ISS).			98%	90%	N/A
Percentage of time sales tax reports distrubuted to City Manager, Council, and Budget Officer within a week of receiving sales tax info from State			100%	100%	100%

Pay and Benefits

Attract and retain qualified personnel

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
# New hire orientations annually	43	0	11	40	17
# Of pay and benefits manuals or articles distributed annually	28	11	16	25	16
% of City employees who would "most likely" or "definitely" re-hire us in a private sector situation.	78.3%	86%	85%	75%	n/a
% of employees judging quality of products as "satisfactory" or "above expectations"	84.1%	89%	92%	85%	n/a
% of employees who think HR's customer service is "satisfactory" or "above expectations"	84.3%	89%	89%	82%	n/a
PCMC provides attractive rewards and opportunities to retain talent and expertise.	4.03	3.67	3.72	3.5	3.83
Percentage of turnover citywide	11%	6.4%	3.3%	5%	5.7%

Personnel Policies

Provide policy and procedure information & in house consultation for employees and management. Insure Federal, State, IRS, etc. compliance.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
# of information & compliance training opportunities annually	5	6	4	5	2
# of management training sessions annually	1	1	1	2	0
# of personnel actions processed (by calendar year)	1503	1676	1681	N/A	N/A
# of policy changes annually	1	0	0	1	1
# of violation inquiries received annually (IRS, INS, OSHA, Labor Commission, DOL, WC)	0	0	0	0	0
# of work related injuries	9	7	11	0	6

Recruitment

Attract qualified applicant pools for City recruitments

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Percentage of acknowledge letters sent to applicants within 5 working days of receipt of application	90%	100%	100%	90%	100%
Percentage of citywide recruitments interviewing more than 30 days after ad opening	25%	0	43%	25%	27%
Percentage of citywide recruitments interviewing within 30 days after ad opening	88%	75%	57%	75%	73%
Percentage of internal job announcements posted within 2 working days of ad approval by department unless otherwise negotiated	90%	100%	98%	100%	100%
Perentage of external job ads listed no later than 7 days after ad approval by department	100%	100%	100%	100%	100%

Performance Measures

Finance and Accounting

Accounting/Audit

To maintain a governmental accounting system that presents accurately the financial operations of the City's funds in conformity with Generally Accepted Accounting Principles; and to respond professionally and promptly to customers' accounting inquiries in order to give outstanding customer service.

Meets the following Council Goals:

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Effectiveness: Number of general ledger adjustments required by outside auditors during the year-end audit.	0	0	0	0	0
Outputs: Number of journal entries prepared and posted for City departments; number of journal entries prepared and posted for Finance; and number of bank statement transactions reconciled.	183, 1956, 13213	155, 960, 3203, 13786	2128, 4111, 13263	2128, 4111, 13263	954, 1513, 6635

Accounting/Audit (fixed assets)

To maintain a governmental accounting system that presents accurately the financial operations of the City's funds in conformity with Generally Accepted Accounting Principles; and to respond professionally and promptly to customers' accounting inquiries in order to give outstanding customer service.

Meets the following Council Goals:

Measures:	**2007 Actual**	**2008 Actual**	**2009 Actual**	**2010 Target**	**2010 Mid-Year**
Effectiveness: Percentage of capital asset expenditures and disposals accurately entered in the Fixed Asset System each quarter.	100%	100%	100%	100%	100%
Efficiency: Cost per fixed asset item entered in the Fixed Asset System.	56.70	29.06	25.75	25.75	221.26
Output: Number of fixed asset additions and disposals entered in the Fixed Asset System.	160	251	460	460	38
Quality: Number of fixed asset corrections to total fixed asset entries.	0	.8%	0%	0%	0%

Business License

To process all business license applications promptly, issuing licenses to business owners after all City approvals are obtained; and to handle all business license inquiries professionally.

Meets the following Council Goals:

Measures:	**2007 Actual**	**2008 Actual**	**2009 Actual**	**2010 Target**	**2010 Mid-Year**
Effectiveness: Percentage of business licenses processed within one day of receipt of all fees and approvals.	93.73%	93.9	95.29%	95.29%	94.42%
Efficiency: Cost to process each business license.	$3.46	3.46	3.86	3.86	5.22
Output: Number of business licenses processed.	319	426	1853	1850	3261
Quality: Average response time for giving a business their license after receipt of all fees and approvals (days).	1.56	3.07	3.13	3.13	2.72

Financial Services: Accounts Payable

To produce accurate vendor payments each week in order to qualify for all vendor discounts; and to respond to vendor inquiries promptly and professionally.

Meets the following Council Goals:

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Efficiency: Total cost per check prepared and mailed.	3.99	5.88	3.08	3.08	5.97
Output: Number of checks processed.	7500	7322	5642	5642	2687
Quality: Number of check corrections to total checks processed.	.53%	.53%	.83%	0.83%	.22%

Financial Services: Accounts Receivable

To record all customer payments accurately each day and deposit payments within one day of receipt; to follow up on all delinquent payments owed the City; and to treat each customer making payment with friendliness and courtesy.

Meets the following Council Goals:

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Effectiveness: Percentage of customer payments recorded and deposited in the bank within one (1) day of receipt.	99.66%	100%	100%	100%	100%
Efficiency: Average cost to record and deposit a customer payment.	.45	.47	.46	.46	.54
Output: Number of payments recorded and deposited in the bank.	57,929	58,011	58689	59000	26,505
Quality: Average time to deposit a payment after receipt. Number of recorded payments needing account coding corrections (days).	0, 357	0, 127	0, 221	0, 120	0, 0

Financial Services: Payroll

To produce accurate employee payroll checks from department time sheets in order to meet City payroll deadlines and federal and state payroll regulations.

Meets the following Council Goals:

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Effectiveness: Number of check errors and percent of error-free checks paid timely.	36, 99.66%	17, 99.84%	8, 99.92%	8, 99.92%	7, 99.91%
Efficiency: Cost per payroll check/direct deposit issued.	2.56	2.80	2.71	2.71	2.72
Output: Number of paychecks/bonus checks and direct deposits processed.	10465	10737	10567	10567	7396

Treasury

Services of the Treasury include cash position management and banking service management, including review of the monthly account analyses provided by the depository bank, to assure contract compliance on behalf of the depository bank. The program also manages the investment of available funds in accordance with State law and the City=s Investment Policy, utilizing the priorities of safety, liquidity and yield, in that order.

Meets the following Council Goals:
Open and Responsive Government to the Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Efficiency: Investment management cost divided into portfolio size as a percentage.	.01%	.01%	.01%	.01%	.01%
Outcome: Percent of semi-annual deposit and investment monitoring reports in compliance with the Utah Money Management Act.	100%	100%	100%	100%	100%
Output: Percent of quarterly monitoring reports submitted to City Council.	100%	100%	100%	100%	100%
Output: Portfolio average monthly balance.	$78,761,412	$88,497,551	$84,415,027	$85,000,000	$78,848,300

Computer

To provide, maintain and support a data network; complete with all hardware and software to all city employees.

Meets the following Council Goals:

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Average time in hours to resolve trouble tickets tracked in Mouse Tracks	5.26	5.93	5.2	16	5.82
Average time in hours to respond to trouble tickets tracked in Magic	1.24	2.52	1.88	2	n/a
Percent of departments able to make their own update	100%	100%	100%	100%	100%
Percent of infrastructure uptime	99.71	99.98%	99.91	98%	100%
Percent of server/systems uptime	99.90	99.74%	99.91%	98%	100%

Front Desk and Customer Services

To provide front desk services at Marsac.

Meets the following Council Goals:

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Number of negative customer comment cards	0	0	0	=<1	0
Percent of phone covergae Monday - Friday (8 a.m. to 5 p.m.)	99%	100%	100%	99%	100%
Percent of physical coverage Monday - Friday (8 a.m. to 5 p.m.)	99%	99.9%	99.9%	98%	99.9%

Phone Systems

To provide, maintain and support a PBX based phones and cellular phones to city employees

Meets the following Council Goals:
Preservation of Park City Character

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Average time in hours to respond to trouble tickets tracked in Magic	1.24	.5	1	2	n/a
Base Plan Price per cell phone	36.89	36.89	36.89	=<42.50	31.53
Percent of phone system uptime	99.93%	99.96%	99.86%	98%	100%

Records Management

To provide digitization and storage of city records to all city departments.

Meets the following Council Goals:

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Average time in hours to fulfill records request	23	1	2	24	n/a
Number of E-size scanner pages scanned per month (average)	1359	3583	198	1500	39.6
Number of letter-size scanner pages scanned per month (average)	3793	3768	12314	4000	6902

Performance Measures

Building Maintenance

Building Repairs and Maintenance

Provide routine, proactive maintenance practices which will reduce capital costs and possible inconvenience to customers. Respond to complaints or requests for service in the most timely, least conflicting and cost effective fashion.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Percent of building repairs made within 30 days of receiving a complaint or request for service.	90%	93%	93%	91%	93%
Percentage of all city buildings inspected weekly.	92%	90%	92%	90%	90%
Percentage of structural surveys conducted on city buildings annually.	20%	20%	20%	20%	20%

Inspections and contract supervision

Administer bid, RFP and proposal process for building maintenance service providers. Provide contract management of service providers, professional trade contractors and conduct inspections on all city owned Alarm systems and fire protection equipment.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Percentage of alarm and fire protection systems inspected in City buildings yearly.	100%	100%	100%	100%	100%
Percentage of costumer complaints responded to within 72 hours, 24 hours for minor emergencies and 2 hours for major emergencies after receiving a service request.	95%	95%	95%	95%	95%
Percentage of elevators certified monthly.	100%	100%	100%	100%	100%

Janitorial services and cleaning supplies

Provide clean City buildings with in the budget provided. Order and store janitorial supplies for all 17 City buildings.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Percentage of City buildings cleaned based on weekly schedule.	100%	100%	100%	100%	100%

Performance Measures

Recreation

Adult Recreation Programs

The city operates a wide variety of recreation programs to the community

Meets the following Council Goals:

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Increase the revenue in each adult program from one year to the next.	2.875%	13.93%	7%	8%	-1.8
Measure the percentage of survey respondents who rate the program/tournament as “good” or better.	92%	91.45%	90.4%	91%	77%

Children and Youth Recreation programs

The City operates a wide variety of youth rec programs for the community.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Measure the percentage of survey respondents who rate the program/tournament as “good” or better.	96%	88.24%	91	92	95.6
Track percentage of registration that occur on line.	43%	44.66%	39%	10%	38.4

Racquet Club

The city owns and operates a multi use recreation facility consisting of 11 tennis courts, 2 pools, group fitness, cardio, weights, and a gymnasium.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Increase number of Racquet Club visits as tracked through the "people counter".	12%	21%	11%		
Track pass sales on a monthly basis through the registration system.	5.4% Decrease	7% Increase	12%	0% due to remodel	2%

Recreation Facility

The City owns and operates Park City Racquet Club.

Meets the following Council Goals:
Quality & Quantity of Water; Preservation of Park City Character; World Class, Multi-Seasonal/Resort Community; Regional Collaboration adn Partnerships

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Log each problem with date and time. Measure the time required to resolve each problem. Quarterly report showing percentage of time that problems were solved: Goal is 1 day for minor repairs and 5 days for major repairs.					

Performance Measures Tennis

Tennis

Provide tennis programing and facility for the community and visitors. Offer a wide range of programmiong from instructional clinics to tournaments.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Percentage of court hours booked during hours of operation	48%	48	47	50%	52

Ice Facility

Budget/Subsidy

Track the General Fund subsidy for the Ice Facility.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
$ operating subsidy amount per fiscal year. (Does not include capital expenditures)		$362000	$351596	$350000	$59243

Operations/Programs

Increase usage at arena by providng and advertising quality programs.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Increase participant hours (# of participants x program hours)		n/a	6490	6750	17269
Increase pass sales including season passes and punch cards.		$16908	39218	$42000	0
Increase percent of usable hours (hours used divided by total available hours).		78%	81%	85%	71%
Increase the number of special events hosted by the Sports Complex		24	26	27	17
Satisfaction levels combining satisfied and very satified on satisfacion surveys.		84%	88.5	90%	86%
Set baseline for Public Use (Open Skate, Leagues, Classes) vs. Private Rentals			81% public	75% public	78% public

Staffing

Develop a self managed operating team.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
1. Develop role clarity thruogh updated job descriptions.		complete			
2. Design development plan.					
85% Customer Service Good or Excellent rating on surveys and Secret Shopper feedback			87	90%	0
Staff Retention		0	78%	80%	90

Performance Measures

Community & Environment

Affordable Housing

Programs and initaitives that expand affordable housing opportunities

Meets the following Council Goals:
Preservation of Park City Character

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
# of Affordable Housing units added to City-wide housing stock annually		25	9	10	2
% of deed restricted affordable housing units compared to total residential units.		5.9	6.1	6.5%	6.1

Civic Engagement & Public Affairs

Programs and initiatives that create meaningful opporunites for community dialog, education and public participation

Meets the following Council Goals:
Preservation of Park City Character; World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
# of community meetings, presentations & training sessions		6	5	6	6
# of PSAs and Press Releases		50	78	50	29
Number of persons receiving City electronic newsletter				600	715
Number of regional/national media interviews conducted				2	1
Percentage of press releases picked up for publication				75%	100%

Enviromental Sustainability

Initiatives that provide long-term environmental health for the region through efficient use of resources, protection of the quality and diversity of the local environment upon which the community depends.

Meets the following Council Goals:
Quality & Quantity of Water; Recreation, Open Space, and Trails; Open and Responsive Government to the Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Acres of protected open space		183	680	100	0
Percent Reduction in Municipal Electricity Use - 'Actual' Column Reflects kWh Consumed - Values Are Based on Calendar Year	9,231,092	9,779,165			
Percent Reduction of Municipal Natural Gas Use - 'Actual' Column Reflects Therms Consumed - Values Are Based on Calendar Year	231,305	281,727			
Percent Reduction of Municipal CO2 Emissions - 'Actual' Column Reflects the Short Tons of CO2-equivalent Emitted by Park City Municipal - Values Are Based on Calendar Year	10,943	11,285			

Performance Measures

Economy

CIP

TBD

Meets the following Council Goals:
Preservation of Park City Character; Effective Transportation and Parking System; World Class, Multi-Seasonal/Resort Community; Recreation, Open Space, and Trails

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Impacts of construction are mitigated		0			
Number of complaints are kept to a minimum					

Economic Development

TBD

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
# Strategies/action steps/ projects of the Economic Development Plan that were developed and advanced.					

Special Events

TBD

Meets the following Council Goals:
Effective Transportation and Parking System

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Sundance- Impacts of event are mitigated and minimized Number of complaints		0			

Performance Measures

Police

Administration Section

Administration Section encompasses the functions of the department related to Investigation, Records, Dispatch, Special Event Planning, Budget and providing support to the Operations Section, striving to operate the department in an efficient and cost effective manner.

Meets the following Council Goals:
Preservation of Park City Character; Effective Transportation and Parking System; World Class, Multi-Seasonal/Resort Community; Open and Responsive Government to the Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
100% of calls dispatched within five minutes of receipt to officers.	95%	95%	100%	100%	100%
100% of cases given with disposition code.	0	100%	100%	100%	100%
100% of requests met within ten days	100%	100%	100%	100%	100%
100% of state required forms submitted within the 10 day time frame required by state statute.	100%	100%	100%	100%	100%
100% of victims contacted within ten working days	85%	95%	95%	100%	95%
Number of calls for service received annually by dispatch	0		25,336	Unk	Unk
Total number of cases referred to investigations	0	0	138	NA	0
Total number of Part I crimes reported	0	0	533	NA	0

Operations Section

Operation Section encompasses the majority of the enforcement functions of the police departement, such as; patrol, traffic enforcement and community policing efforts. Detectiion and prevention of crime and preservation and enhancement of the communities quality of life are the major points of our mission statement.

Meets the following Council Goals:
Preservation of Park City Character; Effective Transportation and Parking System; World Class, Multi-Seasonal/Resort Community; Open and Responsive Government to the Community

Measures:	**2007 Actual**	**2008 Actual**	**2009 Actual**	**2010 Target**	**2010 Mid-Year**
% of calls responded to within 15 minutes		98.4%	98.1%	90%	83%
% of Operations Staff with viable Problem Oriented Policing projects	100%	100%	100%	100%	100%
Average number of calls per day	61	88	88	65	75
Average response time (minutes)		6.55 minutes	6.32	<15 minutes	4.9 minutes
Total DUI arrests	58	51	53	60	57
Total number of citations issued	1042	1294	1509	1600	1252
Total number of Community meetings/contacts per year	43	70	91	70	177
Total number of directed foot and bike patrol incidents initiated by officers assigned sectors	609	390	334	400	361
Total number of of directed traffic enforcement incidents initiated	611	405	409	500	409
Total number of school zone enforcement incidents initiated	334	75	80	200	82
Total number of speed trailers deployed	157	39	40	200	40
Total number of students completing DARE Program	525	700	380	400	0
Total number of students processed for truancy	58	38	56	60	77
Total number of traffic stops conducted	4883	2065	2355	3000	4244
Total number of youth programs receiving officer participation	45	30	30	40	100

Budgeting, Supervision, and Administration

Perform evaluations, supervision, and purchasing. Prepare annual operating budgets. Help prepare Capital Improvements Budget and prioritization of City capital projects. Evaluate private and public projects during ordinance-mandated processes. Review and/or prepare staff reports.

Meets the following Council Goals:

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Monitor budget expenses and revenues monthly.	100%	0	100%	100%	100%
Submit departmental budget information for inclusion in budget document on time.	100%	0	100%	100%	100%

Ongoing Review and Coordination

Perform numerous growth-management and construction-management functions for Park City and its citizens without the need for specific direction from the Community Development Director or elected officials. projects, including the Redevelopment Agency and the MBA. Examples include the Flagstaff development and Old Town streets construction such as King Road and Woodside Avenue.

Meets the following Council Goals:
Preservation of Park City Character; Effective Transportation and Parking System; World Class, Multi-Seasonal/Resort Community; Regional Collaboration adn Partnerships

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
# of Private Development Reviews per year within 2 weeks of submittal	94.22%	0	90%	90%	100%
Act on Permits Plus-routed applications within three weeks. Record number of signed-off permits per year.	89%	0	85%	90%	85%
Review staff reports on completed CUP applications involving public improvements within 2 weeks. Timeframe does not reflect ongoing major projects.	91.5%	0	95%	90%	95%

Projects

The City Engineer provides technical expertise as the City's representative for the review of plans for private-sector-built public improvements and inspection of the private-sector construction projects. The City Engineer also provides design expertise and project management for City capital improvement projects, including the Redevelopment Agency and the MBA. Examples include the Empire Pass development and Old Town streets construction such as Park Avenue and Woodside Avenue.

Meets the following Council Goals:
Effective Transportation and Parking System; World Class, Multi-Seasonal/Resort Community; Regional Collaboration adn Partnerships

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Attend City Council and Planning Commission meetings where traffic calming is discussed	88%	0	100%	100%	100%
Coordinate the engineering approvals on all large private-sector projects within 30 days of submittal of each approvable construction phase.	100%	0	100%	100%	100%

Performance Measures

Planning

Planning Department development and permit review

Planning Department review of all development and building permit review for residential and commercial construction (including within the Historic District), as well as administrative and Planning Commission conditional use permits, Master Planned Development Permits, subdivision and plat amendment applications, Historic District Design Review applications, Determinations of Historic Significance and Demolition applications, telecommunication applications, Outdoor Event applications, limits-of-disturbance plans, and landscape plans for compliance with all necessary General Plan, Land Management Code, Design Guidelines, Subdivision Code, Sensitive Lands Ordinance, Construction Mitigation Ordinance, Lighting Code, and Sign Code in timely manner with accuracy. Planning Department reviews include pre-application meetings with applicants, post-application compliance discussions with applicants, meetings with affected neighborhood residents., and coordination with other affected/stake-holder departments.

Meets the following Council Goals:
Preservation of Park City Character; Effective Transportation and Parking System; World Class, Multi-Seasonal/Resort Community; Recreation, Open Space, and Trails; Regional Collaboration adn Partnerships

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Number and type of applications received per Planning Department's monthly ACCESS activity log.	0	0	0	0	0
Number of Permits issued as tracked in Monthly ACCESS report.					
Percentage (%) of Action Letters issued with 5 working days of final Action					
Percentage (%) of application completion cards sent out within 48 hours of project manager assignment.					
Percentage (%) project comment letters within 5 working days of staff review/Commission meetings.					

Staff Support to City Council & Commissions

The Planning Department provides research, analysis, design review, design alternatives, and weekly staff report preparation for the City Council, Planning Commission, Historic District Commission, Board of Adjustments, and Council-sponsored task forces. Staff reports involve research and analysis for compliance with the General Plan, Land Management Code, Subdivision Code, Design Guidelines, and Municipal Code. All staff reports are presented to the Council, commissions, and task forces by the Planing Department Staff. The Planning Department is also responsible for noticing all required public hearings via legal notices and mailed courtesy notices. The Planning Department formally notifies all applicants of final actions in writing, as well as processes all appeals per the required Land Management Code and Municipal Code procedures.

Meets the following Council Goals:
Preservation of Park City Character; Effective Transportation and Parking System; World Class, Multi-Seasonal/Resort Community; Recreation, Open Space, and Trails; Regional Collaboration adn Partnerships

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Number of Staff presentations before Council, commissions, boards, and task forces.	0	0	0	0	0
Number of staff reports written.					
Percentage (%) of staff reports completed by Thursdays at 5 PM.					
Percentage (%) of staff reports provided to applicants by 5 PM Friday prior to meeting.					

Performance Measures

Building

Business License Review

To assure compliance of new and existing businesses with applicable City ordinances, and to regulate nightly rentals of dwelling units.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Track the number of license inspections	333	827	812	400	433

Code Development

Assure that building codes (including mechanical, plumbing, etc) are appropriate for protection of and use by Park City residents by being involved in the development of statewide and national codes which apply in Park City.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Track the code changes that succeed and assess their value to the City	17	11	10	6	7

Education and Training

To meet all state requirements for certification, licensing, and continuing education for building department employees; and to qualify for the highest possible ISO ratings for the building department, thereby assuring reasonable insurance rates for City residents and businesses.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Track the number and percent of employees receiving training each year.	15	15	14	14	13
Track the number of training events, both state and national, in which city employees participate.	31	60	58	40	33

Environmental

To assure that the City's environmental quality is maintained or improved through implementation and enforcement of ordinances for all construction activity, and to minimize public liability by assuring compliance with the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act, and the Clean Water Act NPDES Program Phase II Rule.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Track the number of violations reported and the average time to respond to each.	141	118	120	125	74

Field Inspections – New Construction

To assure that life, property, health, and public welfare are protected and preserved by the effective inspection of all new construction.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Follow-up quality control inspections are conducted on a regular basis to identify the number of violations missed by inspectors.	43,016	61,040	62,035	40,000	32,540

Fire Marshal Functions

Protect life and property by assuring that businesses, both permanent and temporary, comply with applicable fire codes, and that fire causes are identified so that corrections in processes or codes can be identified.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Number of business inspections are tracked monthly.	n/a	n/a	n/a	n/a	n/a
Review and inspect for each major event	9	8	8	3	4
The time to complete a fire/arson investigation is monitored.	n/a	n/a	n/a	n/a	n/a

Housing and Dangerous Building Code Inspection and

a) respond to citizen complaints regarding housing and dangerous building issues, and b) proceed with enforcement of confirmed violations until compliance is obtained.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Determine the time required to conduct the initial inspection, and to respond to complainant.	1 day	1 day	1 day	1 day	1 day
Track the percentage of complaints which result in identified code violations.	92%	91%	90%	85%	91%

Land Management Code Enforcement

Assist the Land Management team with field observations to determine compliance with the Land Management Code, and provide support as necessary to obtain compliance with observed violations of signs, building heights, land use, and outside lighting.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Track the number of violations investigated by each code enforcement officer.	125	292	288	200	71
Track the percent change in reported violations.	42%	112%	115%	5%	25%

Ordinance Enforcement

To assure that unsightly and dangerous conditions do not exist on City streets or private property as a result of construction work, or as a result of weed growth or surface erosion.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Track the response time for each complaint or observed violation	24 hrs	24 hrs	24 hrs	24 hrs	24 hrs
Track the time to achieve correction on each notice of violation.	14 days	14 days	14 days	14 days	14 days

Plan review and permit issuance

To assure that all plans submitted for review a) comply with applicable building codes and City ordinances; b) have fees accurately calculated to avoid over-charge, while assuring that fees are assessed as required by ordinance; c) are completed in a timely manner, minimizing delays to applicants; and d) comply with interagency agreements and Home Owner Association requirements.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Every plan is checked for flood plain proximity.	184	104	105	90	35
Over the counter plan reviews & permit issuance	1060	292	289	820	445
Plan check turnaround time is checked daily. 90% of initial plan reviews are completed within 2 weeks.	137	95	93	84	42
Quarterly spot checks of fee calculations are made by another reviewer. All fees are 100% accurately calculated and collected.	6	7	6	4	2
Weekly staff meetings are held to allow field inspectors to identify weaknesses in the process.	45	47	45	42	23

Public Works Administration

Provide for the efficient and effective delivery of Public Works services with a high level of Customer Service.

Meets the following Council Goals:
Quality & Quantity of Water; Effective Transportation and Parking System; World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Percent of responses to service/information requests within 24 hours	92%	97%	97%	100%	97%

Performance Measures

Parks and Cemetery

Cemetery

PROVIDE CEMETERY SERVICES FOR THE COMMUNITY

Meets the following Council Goals:

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Average number of staff hours per burial	9.5	12	9	10	9

Exterior planting; flowers, planters, tree program

BEAUTIFICATION OF PARK CITY THROUGH PLANT MATERIAL

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Number of hanging baskets and planters displayed during season	250	250	225	200	225
Number of trees planted or replaced per season	140	54	44	30	22

Park Amenities and infrastructure, turf and athletic fi

PARKS AND PLAYGROUND SAFETY INSPECTIONS

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Percent of mowing contracted versus in house	15	15	15	15	15
Percentage of acres mowed as per mowing schedule	92	100	100	100	100
Percentage of park amenities checked daily.	92	90	90	90	90

Public safety

PROVIDE SNOW REMOVAL SERVICES TO DESIGNATED BIKE PATHS, SIDE WALKS, CITY OWNED BUILDINGS AND OLD TOWN STAIRS.

Meets the following Council Goals:
Effective Transportation and Parking System; World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Percentage of Sidewalks and stairs cleared of ice and snow within 10 hours following the end of a storm.	95	85	92	90	95

Trash clean-up / special events & decorations

PROVIDE CLEAN, FESTIVE ENVIRONMENT FOR RESIDENT AND VISITORS OF PARK CITY

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Number of staff hours allocated for events.	4,284	3848	3760	1500	2900
Number of times banners were changed throughout the year.	16	15	18	14	10
Percentage of trash containers checked daily.	90	93	90	90	90

Performance Measures

Street Maintenance

City Support & Events

Provide event support and assistance.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Percentage electronic signs are operational per event.	100%	100%	100%	95%	100%
Percentage of barricades set up completed within 2 hours of event(s).	100%	100%	100%	100%	100%

Clean-up Maintenance

Provide clean streets, efficient storm drainage and flood control.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Percentage of flood control devices inspected weekly from April 15 to June 15.	100%	100%	100%	100%	100%
Percentage of residential streets swept every 30 days.	97%	95%	96%	100%	90%
Percentage of storm drain boxes and storm drain ditches cleaned annually.	90%	80%	80%	85%	80%

Graffiti Removal

Remove graffiti to present a neat and clean appearance.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Percentage of graffiti removed within one week of receiving a complaint or service request.	100%	100%	100%	98%	100%

Street Maintenance

Provide safe roads and walkways maintaining a pavement quality index of at least 7.0

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Number of road patches required per year due to utility cuts.	24	35	32	15	8
Number of street overlays and slurry seals applied as determined by the bi-annual survey.	35	32	18	24	23
Percentage of potholes filled within 72 hours of receiving a complaint or service request.	100%	100%	100%	100%	100%
Percentage of sidewalk repairs made within 30 days of receiving a complaint or service request.	100%	100%	100%	100%	100%

Winter Snow Operations

Provide safe roads and walkways in all weather conditions.

Meets the following Council Goals:
Effective Transportation and Parking System; World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Percentage of roads plowed within 16 hours after a storm.	98%	96%	99%	100%	99%

Performance Measures

Streets, Lights, and Signs

Street Light Maint. & Electrical

Maintain street lighting in good working condition to provide safety and security to residents and guests.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Percentage of city street lights operating.	96%	97%	98%	96%	98%
Percentage of city street lights repaired within 30 days of receiving a complaint or requests for service.	80%	90%	90%	80%	85%

Traffic Control & Sign Repair

Provide legible, consistent traffic control devices and signs.

Meets the following Council Goals:
Effective Transportation and Parking System

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Percentage of signs inspected per year.	100%	100%	100%	100%	100%
Percentage of traffic control devices repaired within 30 days.	100%	100%	100%	100%	100%

Performance Measures

Swede Alley Parking Structure

China Bridge/Gateway Parking Structures

Maintain structural integrity, fire suppression system and lighting at China Bridge and Gateway parking structures. Gateway is joint owned with Gateway.

Meets the following Council Goals:
Effective Transportation and Parking System

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Percentage of monthly inspections conducted on lighting systems	100%	100%	90%	80%	90%
Percentage of structural surveys conducted every 3 years.	30%	33%	33%	33%	33%

Performance Measures

Water Operations

Customer Service / Water Conservation

Service Connection Leak Detection

Meets the following Council Goals:
Quality & Quantity of Water

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Annual Percentage of leaks detected within 38 days.	100%	100%	100%	100%	100%

Emergency Service

Reduce response time to emergency main line breaks

Meets the following Council Goals:
Quality & Quantity of Water

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Annual Average time to begin dig / repair on mainline breaks. (hours)	2	2	4	4	4
Annual Percentage of emergency main line repairs that are started within 4 hours	100%	100%	100%	100%	100%

Meter Maintenance

Proper operation of water meters

Meets the following Council Goals:
Quality & Quantity of Water

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Annually - Percentage of faulty meters repaired / replaced within two weeks of identification.	98%	92%	96%	95%	95%

Meter Reads

Reduce the number of man-days required to read the whole city. (Note: This goal is tied to approval of budget for upgrading meters to radio read. 51-45048)

Meets the following Council Goals:
Quality & Quantity of Water

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Average man days to complete initial meter reads each month	7	10	10	10	8

Safety

Safe Work Environment

Meets the following Council Goals:
Quality & Quantity of Water

Measures:

	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Annual lost work time hours directly related to work related accidents.	0	0	0	0	0
Number of work related accidents per year.	0	1	0	0	0

System Maintenance - Preventative

Monthly Pressure Relief Valve (PRV)/regulator checks and adjustments

Meets the following Council Goals:
Quality & Quantity of Water

Measures:

	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Annual - Percentage of PRV / regulator checks completed in the first week of each month.	100%	88%	96%	100%	100%

Training / Certification

Treatment and Distribution System Training

Meets the following Council Goals:
Quality & Quantity of Water

Measures:

	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Annually - Percentage of water operators certified in distribution and treatment.	91%	91%	91%	100%	100%

Water Quality

Implementation of Backflow Prevention Program.

Meets the following Council Goals:
Quality & Quantity of Water

Measures:

	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Compliance with State/EPA water quality requirements	100%	100%	100%	100%	100%

Fleet Services

Provide for high level customer satisfaction with fleet services provided

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
A customer satisfaction survey will be designed and distributed using a ranking system. The individuals surveyed will rank their experience on a scale of 1-5 (5=Great, 1=Terrible)	3.95	4.99	4.53	4	4.98
Effectiveness Measure Vehicle availability (Downtime vs Total time - this will be the measure as an average for each vehicle).	95%	95%	95%	95%	95%
Percentage of Preventive Maintenance services completed on schedule.	95%	90%	90%	95%	95%

Performance Measures

Transit

Main Street Parking Program

Effective and efficient Old Town parking program

Meets the following Council Goals:
Effective Transportation and Parking System

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
1) Revenue per space	$1,596	$1,536	$1,253	$1,500	$1,136
2) Average meter downtime (minutes)	N/A	N/A			
3) Ticket collection rate	88%	79%	80%	88%	
4) Complaint mitigation (hours)	meeting	meeting	meeting	24	meeting

Parking Appeals Program

Mitigate unintended impacts of the parking program through a consistent and just appeals program

Meets the following Council Goals:
Effective Transportation and Parking System

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
1) Ratio of appeals to tickets	2.40%	3.77%	3.0%	3.00%	
2) Appeals processing time (days)	20.60	29.69	34.18	14.00	

Parking Enforcement

Effective management of parking to assure efficient use of existing resources

Meets the following Council Goals:
Effective Transportation and Parking System

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
1) Paid Zones: Total paid vehicles to total parked vehicles	85%	91.0%	92%	90.0%	87%
2) Residential Zones: Total permitted vehicles to total parked vehicles	85%	81%	95%	90.0%	93%

Transit - Elderly/Seniors/Para-transit.

Provide an efficient and responsive public transit system.

Meets the following Council Goals:
Effective Transportation and Parking System

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
1) Cost per passenger for Elderly/Seniors/Para-tranist.	$24.48	$20.78	$22.13	$22.00	N/A
2) Passengers per year for Elderly/Seniors/Para-tranist.	5393	6350	6235	6400	N/A

Transit - Fall Service

Provide an efficient and responsive public transit system.

Meets the following Council Goals:
Effective Transportation and Parking System

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
1) Cost per revenue hour	$51.74	$75.96	$56.62	$65.50	N/A
2) Passengers per revenue hour.	14.71	12.67	12.00	13.00	N/A
3) Cost per passenger	$3.52	$5.99	$4.03	$5.50	N/A
4) Passengers per route mile.	1.31	1.25	.89	1.00	N/A
5) Passenger trips per employee.	4441	2726	3134	2500	N/A
6) Accident Free Miles measured by dividing number of revenue miles by number of preventable accidents.	76,329	73,867	93,352	70,000	0

Transit - Special Events

Provide an efficient and responsive public transit system.

Meets the following Council Goals:
Effective Transportation and Parking System

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
1) Cost per passenger	.32	.36	.68	.59	N/A
2) Passengers per year	223,814	194,419	173,597	190,000	N/A

Transit - Spring Service

Provide an efficient and responsive public transit system.

Meets the following Council Goals:
Effective Transportation and Parking System

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
1) Cost per revenue hour	$53.12	$51.55	$52.11	$52.00	N/A
2) Passengers per revenue hour.	11.38	11.83	11.13	12.00	N/A
3) Cost per passenger	$4.67	$4.35	$4.68	$4.60	0
4) Passengers per route mile.	.71	1.34	.72	.90	0
5) Passenger trips per employee.	2241	1790	2340	2300	0
6) Accident Free Miles measured by dividing number of revenue miles by number of preventable accidents.	119,280	61,556	146,150	70,000	N/A

Transit - Summer Service

Provide an efficient and responsive public transit system.

Meets the following Council Goals:
Effective Transportation and Parking System

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
1) Cost per revenue hour	$51.74	$57.12	$44.93	$53.00	0
2) Passengers per revenue hour.	18.47	23.22	19.11	22.00	0
3) Cost per passenger	$2.80	$2.46	$2.35		
4) Passengers per route mile.	1.37	1.35	1.24	1.30	0
5) Passenger trips per employee.	5194	5380	5249	5000	N/A
6) Accident Free Miles measured by dividing number of revenue miles by number of preventable accidents.	75655	87414	93,049	76,000	N/a

Transit - System Analysis

Provide an efficient and responsive public transit system.

Meets the following Council Goals:
Effective Transportation and Parking System

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
1) System analysis cost per passenger.	$.015	.016	.020	.025	N/A

Transit - Winter Service

Provide an efficient and responsive public transit system.

Meets the following Council Goals:
Effective Transportation and Parking System

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
1) Cost per revenue hour	$45.53	$40.81	$51.40	$51.00	N/A
2) Passengers per revenue hour.	40.00	44.72	36.86	37.00	N/A
3) Cost per passenger	1.09	1.10	1.39	1.40	N/A
4) Passengers per route mile.	2.78	2.76	2.61	2.60	N/A
5) Passenger trips per employee.	20,132	21,926	16,970	18,000	N/A
6) Accident Free Miles measured by dividing number of revenue miles by number of preventable accidents.	76,119	36,317	61,653	60,000	N/A

Performance Measures

Library

Adult Services

Provide a collection of reading materials, reference service, and programming tailored to the adult library community.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community; Regional Collaboration adn Partnerships

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Collection Size-Items (books, tapes, CD's, etc.) per capita	6.56	7.56	8.08	7.9	NA
Percentage of program attendees who report being satisfied to highly satisfied.	100%	100%	NA*	100%	100%

Circulation Services

Promote library use by increasing the number of patron cards issued and circulation (checkouts).

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Circulation per capita *annual measure only	9.4	10.08	10.46	11	*

Technical Services

To provide access to electronic resources, catalog and process materials, and re-shelve materials in a timely manner.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Number of users per day.	143.5	122	113	125	108

Youth and Hispanic Services

To provide a selection of reading materials, programming and reference/readers= advisory services to juveniles, young adults, and the Hispanic community. To collaborate with the Park City School District and the Summit County Library on projects.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community; Regional Collaboration adn Partnerships; Open and Responsive Government to the Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Checkout Rate of Children's Collection-Circulation per item	2.13	1.8	1.81	2	1.0
Percentage of program attendees who report being satisfied to highly satisfied	100%	100%	100%	100%	100%

Performance Measures

Golf Maintenance

Bunkers and Fairways

Provide fairways and bunkers that meet or exceed our customers' expectations.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Number of days bunkers groomed per week	2.8	2.7	2.9	2.5	2.7
Number of days fairways were groomed each week	3.1	3.0	3.0	2.5	2.7

Equipment Replacement and Maintenance

Maintain a Reliable Fleet of Equipment

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Number of staff hours spent on routine maintenance and set of equipment per week	1.1	1.1	1.2	1	1

Lakes, Streams and Irrigation System

The Upkeep and Maintenance of Lakes, Streams and Irrigation System

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Percent of mainline irrigation repairs made within 72 hours	100	100	100	100	100
Percentage of water tests performed to monitor differential in nutrient levels performed quarterly	100	100	100	100	100
Water usage recorded in acre feet per year	175	196	164	<225	N/A

Miscellaneous

Improving and maintaining areas other than turf.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Number of times restrooms cleaned per week	3	3	3	3	3

Tree Care

Properly care for all trees

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Percentage of Trees Pruned per Season	<5	10	30	25	25

Turf Care

Provide tees and greens that meet or exceed our customers' expectations.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
Number of days greens groomed per week	5.9	5.9	6.3	5	5.4
Number of days tees groomed per week	2.8	2.8	2.9	2.5	2.6

Performance Measures

Golf Pro Shop

General Administration

To participate in task forces and Citywide training facilitation.

Meets the following Council Goals:

Measures:	2007 Actual	2008 Actual	2009 Actual	2010 Target	2010 Mid-Year
# of programs or task force involvement	3	4	3	3	3

Golf Course operations

Provide resort level service to our guests. Build golf course fund for future capital expenditures to current or future golf facility.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	**2007 Actual**	**2008 Actual**	**2009 Actual**	**2010 Target**	**2010 Mid-Year**
Average cost per round (End of Season)	$30.38	$31.69	32.20	$32	0
Average cost per round (Fiscal Year) includes maintenance costs.	37.12	37.10	36.16	35.00	25.20
Percentage change in lodging. (seasonal)	28%	12%	-47%	15%	0
Percentage change in net revenues from previous year (Fiscal Year including depreciation)	5.2%	4.5%	-2%	3%	-25%
Percentage change in number of golfers from previous year (Fiscal Year)	2%	-2.3%	5%	2%	-1%
Percentage change in number of non-resident golfers. (sesonal)	28%	-20%	-25%	5%	0
Percentage change in number of resident golfers. (seasonal)	12.6%	-4%	12%	2%	0
Percentage of guests surveyed who rate program good or better. (seasonal)	98%	94%	98%	95%	0
Revenues per round (end of season)	45.37	44.44	33.44	35	0

Inventory for Resale

Provide quality retail for our guests, with a return on investment.

Meets the following Council Goals:
World Class, Multi-Seasonal/Resort Community

Measures:	**2007 Actual**	**2008 Actual**	**2009 Actual**	**2010 Target**	**2010 Mid-Year**
Achieve a return on investment of 25-40%. (End of Season)	35%	38%	33%	40%	0
Achieve a return on investment of 25-40%. (Fiscal Year)	43%	48%	46%	43%	44%
Gross retail revenue per customer by rounds played to be within national average for municipal courses ($3-$6). (seasonal)	$7.40	$7.18	$5.68	$7.00	0

Racquet Club Options
5-10-10

On February 26, 2009 City Council discussed the Racquet Club Remodel project and directed staff to return with phasing options for the project. On May 7, 2009 Council directed staff to proceed with the design, Planning Commission review process, and bidding of a single phase project including a walking jogging track and climbing boulder. Prior to the Planning Commission approval process staff updated Council on December 2, 2009 with Design Development site planning, elevations, floor plans, and general programming. After the Planning Commission approval on January 20, 2010, staff returned to Council on February 11, 2010.with an update on modifications and design changes necessitated through the regulatory review.

The project currently entails a 72,000 square foot remodel/reconstruction. Staff has outlined options below and in Table 1 for the Recreation Center Remodel project. The first option is to proceed as designed and bid. This is staff's recommendation.

A second option would be to delay the project a year or two until additional funding can be secured. The significant impacts to waiting include: inflationary building costs (estimated at 10-20%); additional design, bidding and management costs); the cash loss for holding the Iron Horse lease for the relocation; the possibility of not finding an adequate facility to provide recreation services at the time of construction; possibility of losing one or all of the grants (RAP: $100,000; Restaurant Tax: not yet known; USTA: not yet known); delayed maintenance; and other staffing and service considerations.

A third option would be to completely redesign and phase the project. This option would result in significant impacts for design fees, substantial structural and accessibility upgrades associated with phasing construction, loss for Iron Horse, the possibility of relocation is unknown due to delays, and inflationary costs to the second phase. Additionally there are significant programming and design issues with phasing the construction. There will be significant impacts to the level of service upon completion of the first phase through the completion of the second phase. The losses will include the walking/jogging track and possibly bouldering. The modified building would not provide efficient circulation or efficient mechanical and utility delivery. The phasing would also create impacts to staffing, both long and short term.

A third option would be to redesign the building to meet the $7.5M cash in hand budget. This option will have significant impacts for design fees, inflationary costs, and the cash loss for Iron Horse, and most significantly to the level of overall service provided to the community. To meet the $7.5M budget there will be significant limitations on the square footage that can be built. While difficult to forecast, the project scope would be significantly reduced to likely entail only cardio, fitness, locker rooms, some studio space, daycare, possibly bouldering and maybe one indoor tennis court. There will be significant impacts to staffing and due to delay the relocation for temporary services are unknown.

Conclusions - All options consider proceeding with a project, whether delayed or phased where the building will require substantial remodel, structural and roof work within 5- 7 years (est. $2-3M to keep the building) to gain 10 -15 years of extended life. The recommended Option 1 contemplates a single phased project rather than deferring spending, phasing, or reducing scope. This approach results in a significant increase in recreational amenities and level of service, while reducing longer term spending and minimizing staffing impacts.

Table 1 – Recreation Center Options

Item	**Proceed as Designed**	**Delay 1-2 years**	**Redesign & Phase project ($7.5M 1 yr. – phase 5-7 yrs)**	**Redesign project to fit existing funding ($7.5M)**
Budget Impact (estimated)				
	$10.5 M	$11.5 - $13M	$13 - $15M	$7.5M
Inflation	None	10-20%	10/20% - Unknown	10-20%
Estimated inflationary costs (@15%)		$1.725 M-$1.95M	$1.95M-$2.25M	$1.125M
Additional Design & Management Fees	Included	$50 - $100K	$500 - $600K	$500 - $600K
Relocation Fees lost	$0	$50K	$50K	$50K
Grant Money lost	$0	$0 - $250K	$250K	$250K
Additional Finance	Bond $3M	Bond $4-5M	Bonding $4-5M likely: Projections do not show funding w/in 5 yrs	No Bonding
Delayed Maintenance & Repair	No longer issue	Moderate	Significant upgrades required before phase 2 $1M	Moderate $50 - $100K
Revenue/Subsidy projection	increase revenue, decrease subsidy	Same just delayed	No change	Reduce revenue, Subsidy? Utilities less
Other Considerations:				
Facility (sf & programs)	72,000 sf Running track Bouldering	72,000 sf Running track Bouldering	62,000 sf Maybe bouldering	40,000 sf Maybe 1 indoor tennis court.
RAB Recommendations & User Expectations	Meets	Does not meet	Does not meet Likely no track	Severe impact to programs (ie. no indoor tennis), no track
Employee retention	Good	Unknown w/ relocation	Unknown w/ relocation	Poor – loss of tennis
Relocation	Under contract	Questionable	Questionable	Questionable
Sundance	No 2011	Yes 2011 2012 + ??	Yes 2011 2012 + ??	Yes 2011 2012 + ??
Restaurant	No	Thru July 2011 Then No	Thru July 2011 Then No	Thru July 2011 Then No
Building Life	No issue	Moderate w/ delayed maint	Significant w/ delayed maint	Moderate w/ delayed maint
Sustainability	Best option	Moderate due to deferred maintenance & utilities	Least efficient due to deferred maintenance & utilities	Moderate due to deferred maintenance & utilities

City Council Presentation

THURSDAY, MAY 20, 2010
BROOKE MOSS

Pay Plan Philosophy

Excellent Customer Service

City Goals/ Objectives

Employee Standards & Metrics

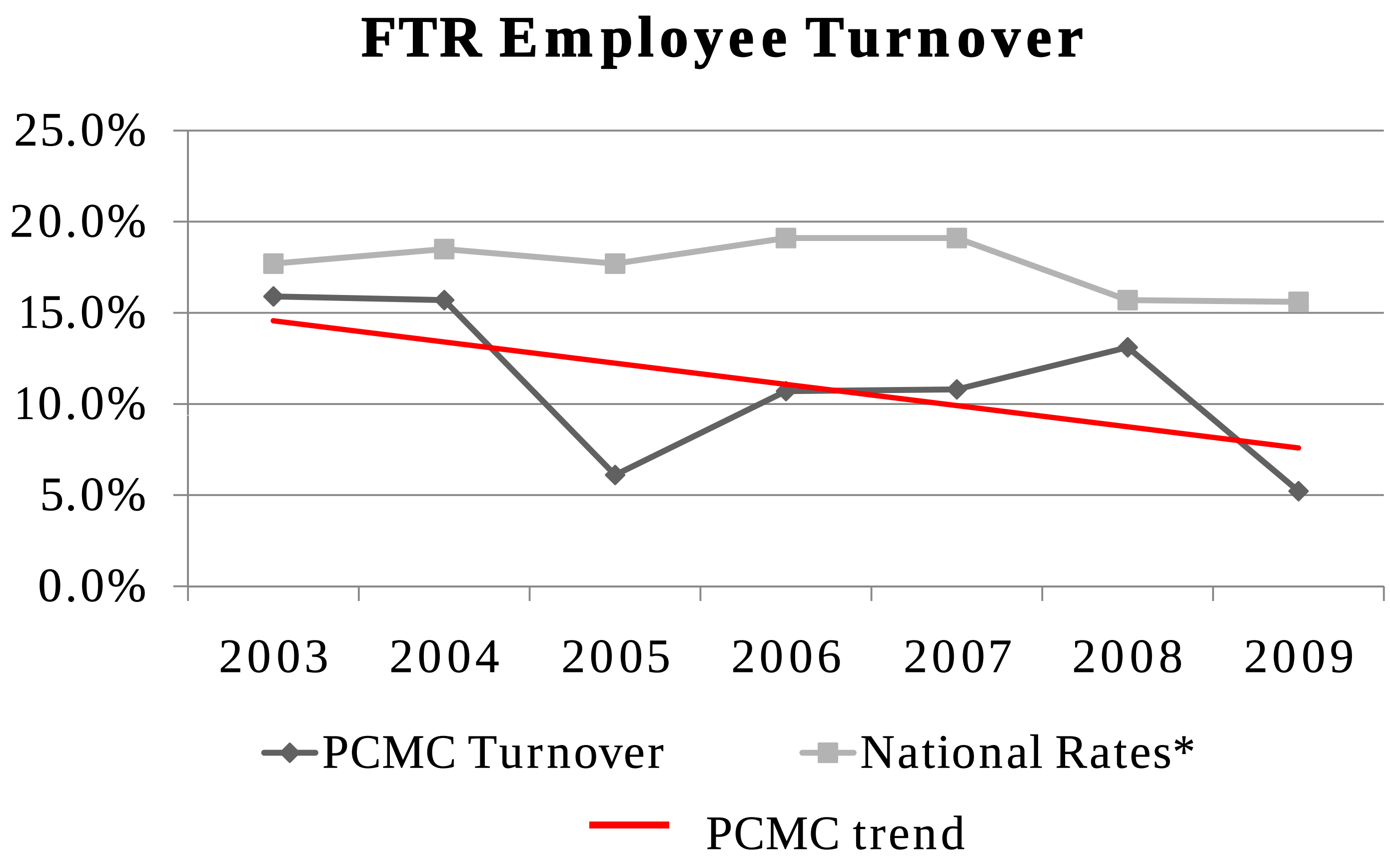
Stability of Workforce

Employee Engagement

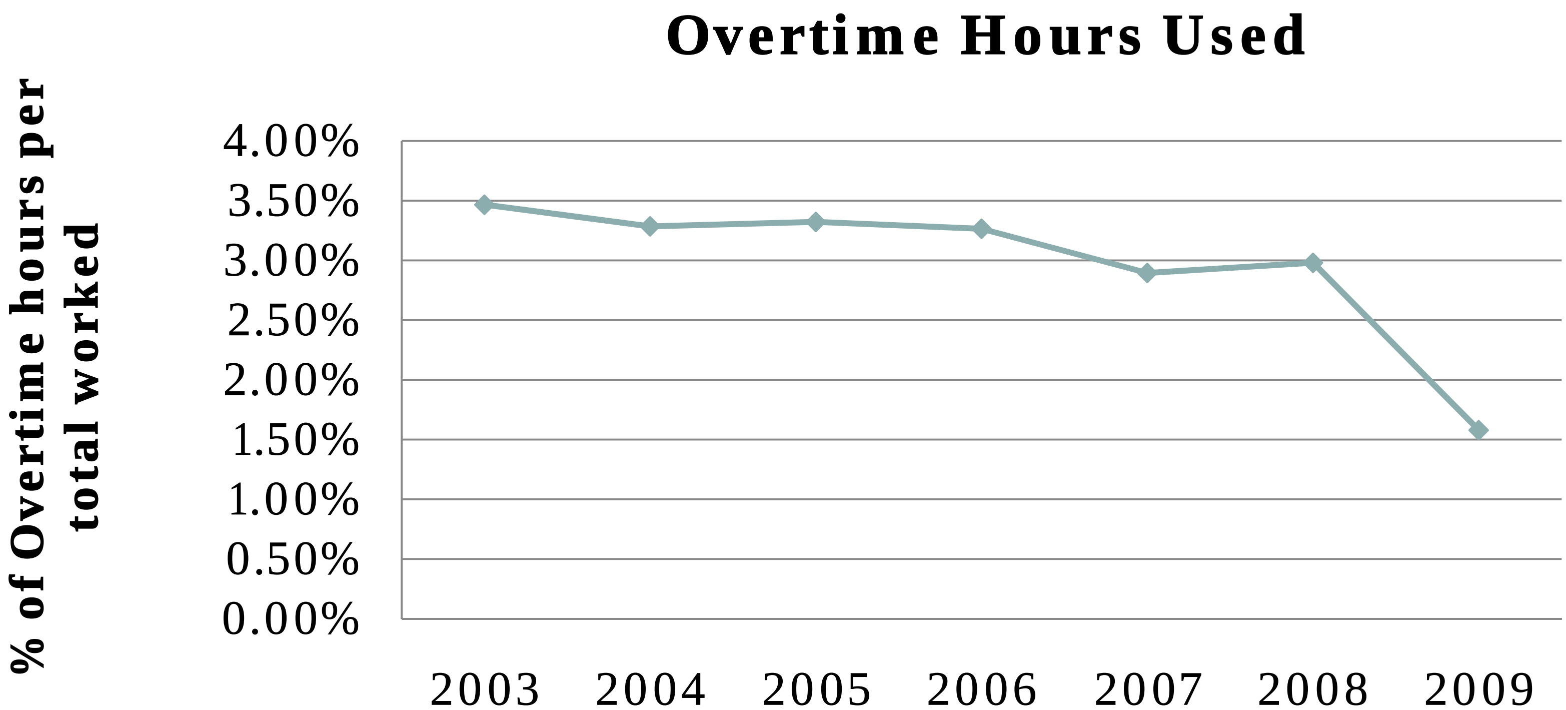
Maintaining Market Pay

Lengthens or maintains tenure thus creating Citywide efficiencies and savings.

FTR Employee Turnover



Citywide overtime



Seasonally adjusted

Recruitment/Training Costs

Recruitment & Training budget per FTE

2002	2010
$486	$305

Employee Engagement Survey

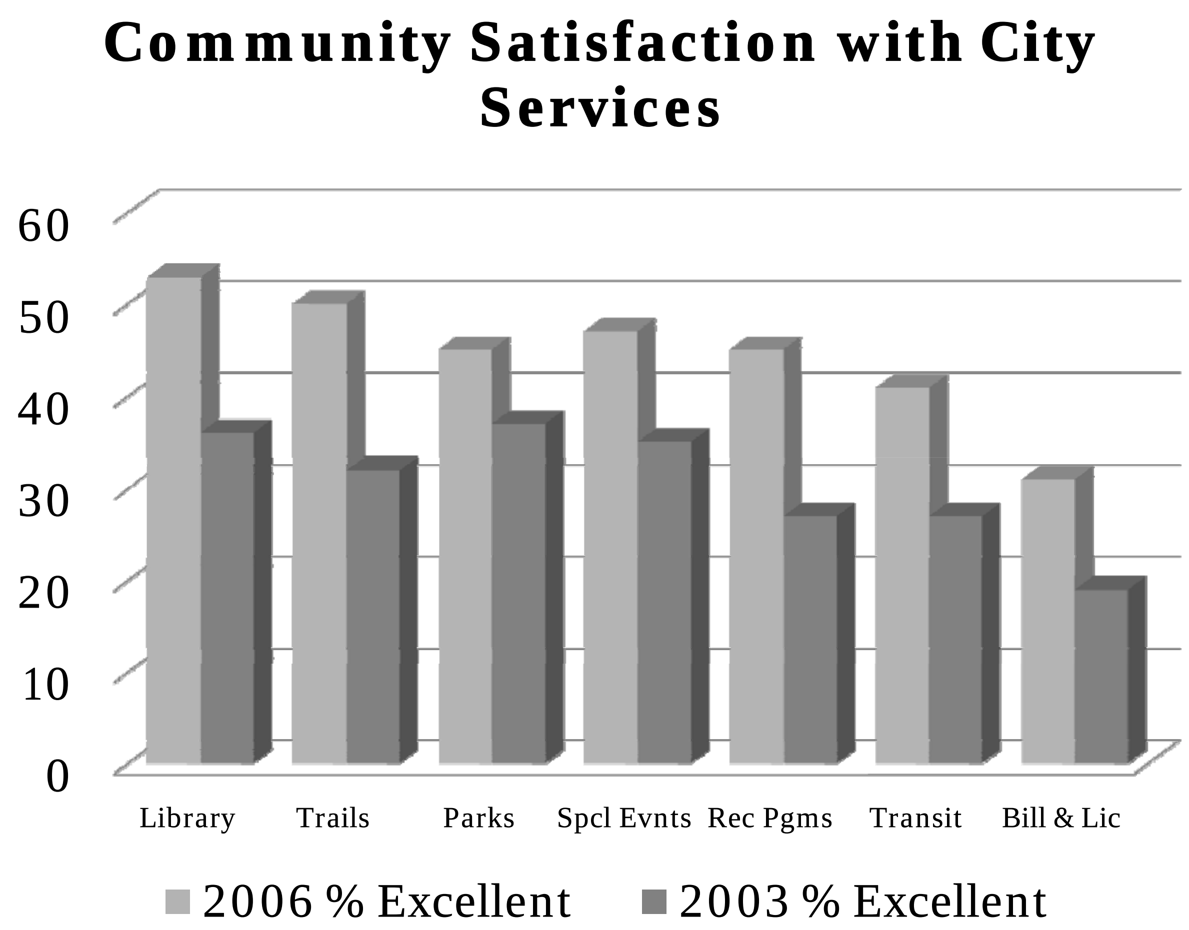
Engagement and job satisfaction is 27% higher than national average

City average	4.06
Nationwide average	3.2

Scale

1 = Poor
5 = Excellent

Customer Satisfaction Survey



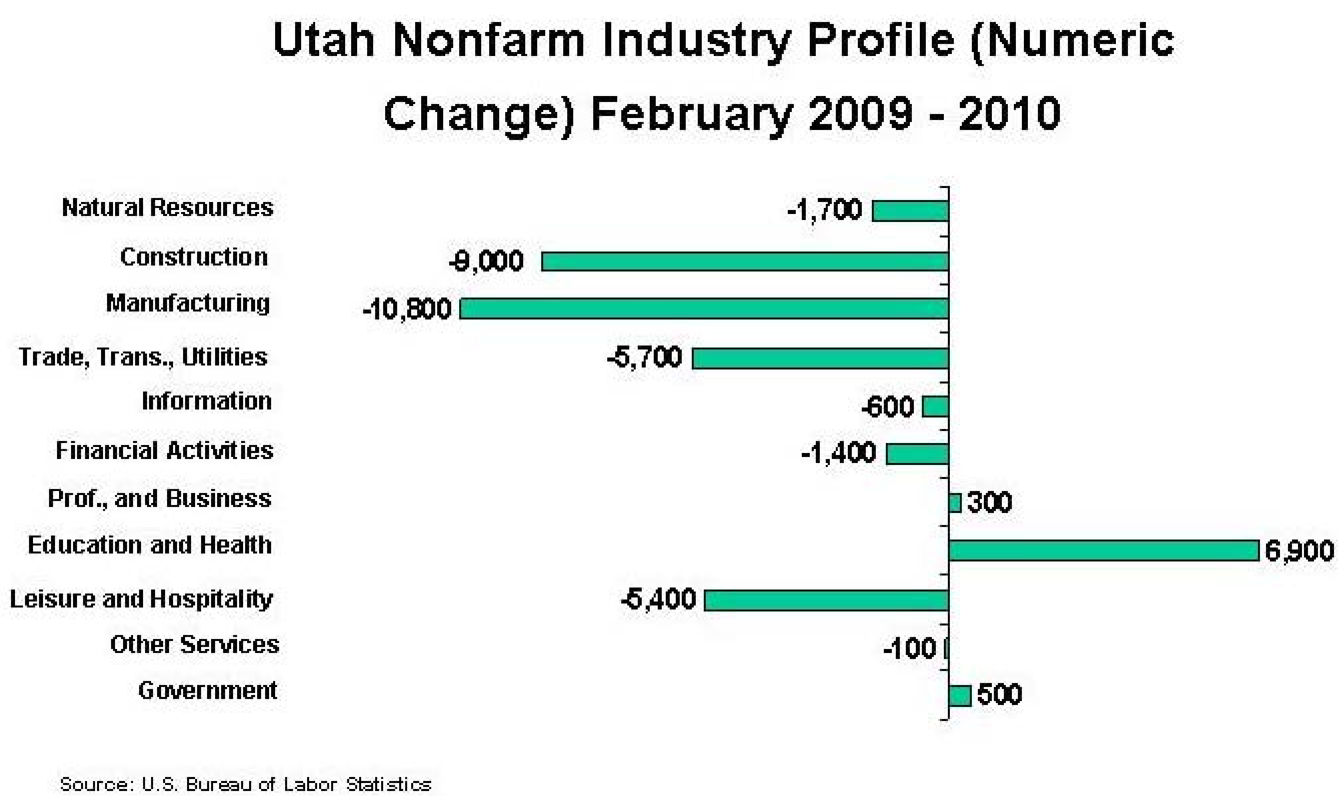
Internal Service Survey

In the private sector, success is usually measured by whether or not the business is rehired. If you had the choice to "hire us" again to provide our services, would you?

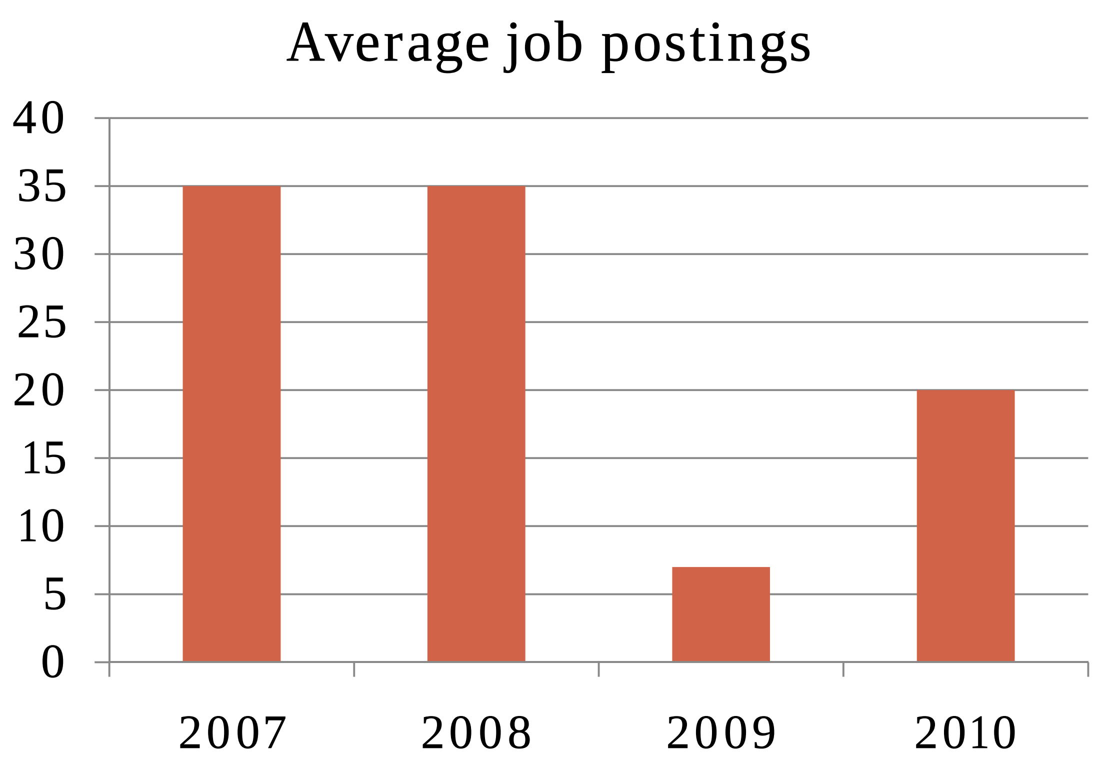
2006	83.48%*
2009	84.18%*

* Responses of “most likely” and “definitely”

State of the Industry



ULCT – Local Government Job Listings Info



-Brian Hall
Utah League of Cities and Towns

What are other Cities doing?

"On average, across employee type, the number of (public) organizations reporting no structure increase was 45% in 2009 but only 27% are planning no structure increase for 2010."

-WorldAtWork (American Payroll Association)

Pay Plan Details

Of non-exempt employees recommended for a pay grade move, average since the base pay adjustment:

7.0 years

Pay Plan Details

Of employees recommended for a pay grade move, average since last base pay adjustment:

6.4 years

Pay Plan Details

Of 36 comparable local governments:

Park City positions

-10.62%

Current market “lag”

3 years

Pay Plan Details

Pay Plan 2011

Smallest increase recommended since

FY 2004 Pay Plan

2006 - 16.4%

2008 - 11.6%

Pay Plan Details

Recommended adjustments include:

79 Non-exempt positions
14 Exempt positions

Pay Plan Details

79 Non-Exempt positions recommended for base pay adjustment include:

Bus Drivers
Streets Maintenance
Building Maintenance
Parks Maintenance

Conclusion

and the Hyatt Palmer Study should be fully reviewed before beginning the process over again. He is comfortable with Alternatives 1 and 2 of the five presented. Ms. Simpson encouraged staff to share the studies with the HMBA who should provide feedback on the data. The Mayor suggested that the review occur first before the technical study is considered. There is a lot of helpful information already compiled.

Ms. Geldorf acknowledged that the lighting plan may be a risk, but in Michigan the program created a lot of traffic and represented a significant increase in sales. With regard to the surveys, she relayed that about 70 businesses responded and 82% were in favor, however, contacting owners of buildings is something that has not been addressed. The Mayor pointed out that there are 250 businesses on Main Street.

Mr. Hier suggested obtaining a technical study and to proceed from there. Tom Bakaly summarized that the City will pay for the technical lighting study and the HMBA will be provided the Downtown Action Plan, the Hyatt Palmer Study and/or other studies to review and formulate a long term plan and return to Council with priorities.

Racquet Club remodel – Bret Howser explained that Council discussed the Racquet Club on May 7 where staff recommended that the project not be phased because of cost efficiencies, economies of scale, and favorable construction market conditions. The City would have to bond for a portion of the cost to accomplish this but he believes the savings will outweigh the interest costs associated with bonding for the remainder of the project. Staff believes the product will be higher quality as a single phase because the design potential can be maximized. This argument relies heavily on the assumption that both phases would be accomplished with the understanding that the same level of service for recreation will be maintained in the existing building location and the useful life of the building has ended.

Jim Hier understood that the project has $7.2 million in cash and asked if a list exists on other capital projects with cash assigned to them. Mr. Howser explained that many projects have partial cash funding. Mr. Hier pointed out that the whole remodel could be funded with cash by adjusting other capital projects. He felt that the $10 million should be funded with bonds rather than only the $3.3 million and that the total cost should be more of a focus. Mr. Howser clarified that Council's previous direction was to allocate existing cash to the first phase of improvements. Tom Bakaly referred members to the capital financing and debt management policy in the budget which contains guidelines for making these types of decisions. He felt staff is proposing a balanced approach to the project which is cash previously appropriated to the project and financing the difference. Additionally, no one knows the range of bids the City will obtain. He explained that Council is asked to approve the tentative budget, move forward with the design and build this facility at a time when construction prices may be very favorable. Mr. Hier argued that the sales tax revenue bond market has changed and favorable construction prices would also apply to street projects. He suggested that the project be designed to the $7.2 million amount or postpone it for two years so cash can be spent on things that need to get done. Streets are a need and he admitted that the Racquet Club will be a need when it no longer is maintainable.

Bret Howser noted that staff does not believe there is a trade-off between the Racquet Club and OTIS. They are not mutually exclusive and both can be accomplished. The City has the financial ability to bond for or allocate cash to OTIS or the Racquet Club taking advantage of the favorable bonding and construction markets. The projects will cost less if done sooner rather than later. Both projects are identified in the budget and in future years, the City will be able to afford the debt service on both OTIS and a portion of the Racquet Club while still having some projected surplus. Tom Bakaly expressed that allocating cash to high priorities is a policy decision which can be more clearly defined but emphasized that the tentative budget must be adopted tonight. Candace Erickson suggested that the building be designed and bid so that costs are identified and if economic conditions are not right, the project can be postponed. Liza Simpson agreed. John Halsay, RAB member, believed that the capital markets would be very responsive to buying Park City's debt and added that no corporation would build a new facility with cash only.

Joe Kernan encouraged members to decide if they want a $7 million or a $10 million facility, admitting he has changed his position on this project a number of times. Ken Fisher explained that a needs assessment was conducted in April 2007 where the Racquet Club was identified by the public as the most used recreational amenity and citizens rated it as the number one needed improvement in terms of recreation. He continued that this is not a high end health club and there is no restaurant, massage, towels, water cups, etc. Staff has been working hard to reach out to the under-served segment of our community which has been successful and he spoke about changing the name of the facility to better reflect a community recreation center.

Ron Ivie stated that the existing Racquet Club portion of the building has reached its life and phasing would be challenging. Tearing down part of the building is disruptive and at the same time trying to operate is extremely difficult. It would be impossible to maintain any efficiency of operation and the property would be under construction for a very long period of time. Phasing doesn't make sense to him and if this is considered a *needs* priority, as Jim Hier described, he suggested proceeding. Mr. Ivie discussed inherent problems in the building and he again strongly encouraged not to phase improvements because it simply does not work from a physical or economic standpoint. Economies are lost by not doing it all at once and disruption of service will be longer. The bidding climate could not be better and he felt it wise to obtain bids because now, the construction cost is a guess.

Pace Erickson stated that the Racquet Club is the single most expensive municipal building to maintain. The building is piece-mealed and there is a mix of equipment and parts which all need to be stocked and stored. The roof has to be shoveled in the winter costing $10,000 to $20,000 a year. He agreed with Mr. Ivie that the City will have a better facility and one that is easier to maintain if it is built all at one time, whether the Council waits or builds it now. See regular meeting minutes.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
APRIL 22, 2010

Present: **Mayor Dana Williams; Council members, Alex Butwinski, Candace Erickson, Joe Kernan, Cindy Matsumoto, and Liza Simpson**

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Michael Kovacs, Assistant City Manager; Kent Cashel, Transportation Manager; Jon Weidenhamer, Economic Development Manager; Max Paap, Special Events Manager; Matt Cassel, City Engineer; and Thomas Eddington, Planning Manager

Matt Riffkin, InterPlan; Sara Pearce and Brooks Addicott, Sundance Institute

Jim Steinmetz, Jim Hewitson, Jenifer Sutherland, Linda McReynolds, Paul Butkovich, Catherine Matsumoto-Gray, John Helton, Casey Crawford, and John Stafsholt, Norfolk and Woodside Avenue residents

1. Council questions/comments. Alex Butwinski commented on the HMBA meeting where outdoor dining was discussed and a Public Art Advisory Board reception for the art community. He and Ms. Matsumoto met with Sara Pearce Executive Director of Sundance during the week. Candace Erickson reported on the Friends of the Farm meeting and associated events. Liza Simpson thanked staff for their hard work on the Public Art Board reception which was well organized and productive.

Members nominated Alex Butwinski who agreed to fill Jim Hier's unexpired term on the state's Building Code Commission.

2. Automatic forfeiture procedures for City boards. Michael Kovacs explained that under this proposed procedure, if a member misses a certain number of meetings, a board member would automatically be removed from the board. Currently, the Council initiates the procedure and takes an action. Joe Kernan stated that he prefers having an option. Liza Simpson explained that she brought this matter up because she felt this approach may be more self-selecting as opposed to *being called up on the carpet;* however she is not supportive of the automatic forfeiture. She liked other options in the staff report such as having the chairs of the boards keep track of attendance and who in turn can approach the Mayor if there is a problem. Ms. Erickson believed that this is the current practice but Ms. Simpson was unsure if the chairs would know to track attendance. She believed the current process would be less punitive if the Mayor had an opportunity to meet with a board member after notice by the chair. The Mayor stated that he prefers not to change anything. Ms. Simpson agreed but felt the chairs should be made aware of an expectation to communicate attendance problems to the Mayor when they occur. All members agreed that a Code amendment is not necessary.

3. Traffic and Transportation Master Plan Study. Matt Cassel explained that a contract with InterPlan to perform a master plan study is slated on the agenda for action and he is confirming Council's direction. A deliverable of the first phase is a traffic demand model and a VISSIM model. In response to a question from Joe Kernan about purchasing VISSIM software, Mr. Cassel explained that no one on staff is available to maintain and run the system, like InterPlan, but that service is not included in the contract. Matt Riffkin of InterPlan added that the software is not proprietary and the City can provide other consultants with the model InterPlan builds and someone else can run it. Of course, InterPlan would love a long-term contract but it is not required. Matt Cassel noted that if it is determined during the life cycle of this master plan that the City needs to run the software often, that service may be reconsidered in five or so years. The street and path inventory will be updated but the main goal is to develop alternative analyses to look trends in the future, including full-build out and other situations and try to anticipate alternatives to address those issues. In response to a comment from Liza Simpson, he agreed that land use and zoning will drive the model. In response to a question from Joe Kernan regarding the timing for conducting counts, Mr. Riffken explained that peak times will definitely be included in the mix. With regard to build-out, Thomas Eddington clarified that the study will explore time lines for build-out in various zones. Candace Erickson hoped that the commercial along Iron Horse will be included and Mr. Eddington stated it will be.

Mr. Cassel indicated that another component of the study is formulating transportation goals. Street-cross sections will be updated and guidelines provided for better decision-making. Liza Simpson emphasized that the built environment in Old Town should be considered and protected and Mr. Cassel assured her that is the case. A capital facilities plan will be created for the near and long term. The final report will be presented to Council for adoption. Members had no further questions.

4. Sundance debrief. Jon Weidenhamer pointed out that the report includes what Sundance Institute will do in the off season in preparation of the upcoming festival. The future of the Racquet Club is an important consideration for next year. There were four major changes this year and he explained the Old Town circulation and access changes, specifically the one-way on Heber Avenue, and attention to letting local traffic through to the Park Avenue businesses. Sundance placed a-frame signs on the sidewalks to direct people to the small businesses on Park Avenue and Heber Avenue and the input received from merchants was good. He discussed the China Bridge pricing, management, and demand patterns. The drop and load zones were described which improved circulation and public safety but the HMBA is interested in getting pay and display parking back sooner for customers. The changes to the operation at the Racquet Club were detailed. Mr. Weidenhamer pointed out one instance of exceeding the 8 p.m. load-in time. A complaint was received through the Sundance customer service line and there was a timely response. Additionally, barricades and signs were installed at the two access points of the Racquet Club Condominiums and the east entrance was manned until 10 p.m. the first four nights of the Festival and at the Awards Ceremony. Manning the entrance was incredibly effective, no cars were towed, and it only cost the City $400 to $500.

Sara Pearce thanked Council for its continued support. Despite the economic climate of the 2010 Festival, the event went well and they received good feedback from patrons. Brooks Addicott discussed the Festival's effort to *return to its roots*. Banksy added some excitement to the Festival and there were a lot of notable celebrities in attendance. Over 1,200 journalists showed up and coverage is publicity for the City. Over 12,600 printed on-line articles and 1,400 broadcast segments represent a publicity value in excess of $18 million. She emphasized that the negative view of gifting suites has nothing to do with Sundance or the City and the Institute, as a non-profit, is trying to get that message out. The Mayor observed that this year there seemed to be more people *going to see movies* as opposed to *being seen at movies*. He did not receive any complaints this year and expressed his appreciation to all involved. Liza Simpson agreed and felt the Festival was really fun and the added art and music programs were appreciated by the public.

Ms. Pearce reported that over 67,000 pounds of material were recycled during the Festival. Recycle bins were placed at all venues as well as stand-alone stations at shuttle stops. Over 1,200 tickets are gifted to different community groups and there are private free screenings. The film-makers in the classroom program used to be exclusively for the film class but it has been expanded to more students at Park City High School who were also given tickets to public screenings. Sundance bused over 4,000 students from the Wasatch Front to 16 screenings. She explained that economic impact numbers are not quite ready now but will be available in the next couple of weeks and attendance was on par with the prior year.

She explained that post-Festival comment cards are still being processed but there were a lot of complaints about snow removal, which is expected. She felt that the City and supplemental snow removal services worked well and everyone did their best to keep up with the storms the first week. Sundance experienced severe budget cuts going into the 2010 Festival and some of the cuts were customer service related and the audience noticed, specifically the Eccles tent and some shuttle stops. Resolving ticketing issues remains a priority and the sponsor tents on Heber Avenue were a success. The City and Sundance continue to work on strategies and solutions with regard to space, specifically losing the Racquet Club and/or the basement of the Main Street Mall. Transportation is key and a high priority. Sara Pearce explained that the focus of going forward next year and beyond is improving the audience experience and 40% of the theater audience is locals. The Mayor spoke about the Chinese student delegation being introduced to the Film Festival during its visit this year.

Liza Simpson asked about the complaint at the Racquet Club and Ms. Pearce assured her that someone in charge was there but a mistake was made and she accepted full responsibility for the circumstance. Candace Erickson relayed that the transportation system not only moved people well but prompted fun and interesting interactions with riders. Joe Kernan commented on the economic, cultural and educational benefits of the Festival. Alex Butwinski asked whether Park City being the home of the Sundance Film Festival could be leveraged throughout the year. Brooks Addicott emphasized that Sundance Institute is here year-round and provides a feature film program, documentary film program, film music program, native and indigenous program and a theater program. A film series is run year-round and the summer outdoor films will be produced in conjunction with the Park City Arts Festival. Sundance works closely with other local non-profit organizations. The Mayor invited public input.

Michelle Diederick, 179 Racquet Club Drive, complained that she wasn't contacted by the City, as she requested, about this meeting. Jon Weidenhamer stated that the Racquet Club HOA was contacted. She continued that the parking guard made a huge difference and when the guard was gone, cars began to show up. She stated that she called a couple of times about cars illegally parked on the grass on the side of the road and assumed they were towed. The HOA refused to tow because it was difficult to know if cars belonged to Sundance patrons or visitors of residents. Extending the guard services would be good to keep parking under control. The Mayor encouraged her to talk with the HOA about funding the service. Ms. Diederick stated that the music from the awards party was still rattling her windows at 10 p.m. and this is something Sundance has control over and with little sleep, the trucks were there at 6:30 a.m. to dismantle. She referred to her double-feature proposal presented last year, including five showings at the Racquet Club; people would be out by 10 p.m. but the first screening would not have to begin earlier. This would reduce congestion and impacts to the whole City and should be piloted at the Racquet Club.

5. Norfolk reconstruction project. Kent Cashel explained that the reconstruction of Norfolk Avenue between 8th Street and 12th occurred in 2008. Staff has been working with residents to arrive at solutions to concerns expressed, but he emphasized that street geometrics dictate what can be accomplished on the street. In the summer of 2008, the street was reconstructed as part of the OTIS schedule, adopted in 2003, with a recommendation that a sidewalk be installed. Following construction in April 2009, staff began to receive input from the neighborhood that the parking situation was untenable and the staff began meeting with the neighborhood in August 2009 and September 2009. In October and November, the neighborhood was surveyed and data was gathered with regard to parking demand and supply. He explained that staff met with the neighborhood in November 2009 to present and hear input on alternative approaches. In March and February 2010, preliminary engineering was performed on the project and on March 29, 2010, another public input meeting was held on the recommendations. Mr. Cashel felt that the information was generally well received but concerns were raised about individual situations between 8th and 10th Streets, mainly about parking.

Kent Cashel displayed a PowerPoint presentation and reiterated that the street dimensions are important to understand because of the variety of uses. There is only 21 feet between the back of the curb and gutter and the back of the curb and gutter on the other side and five feet of that is concrete gutter, leaving16 feet of pavement. A standard car is about six feet wide and about two feet of width is needed for parallel parking and a standard travel lane should be 11 to 12 feet but 10 feet is acceptable. The width is inadequate for on-street parking and two-way traffic. He explained that Fehr & Peers studied parking trends throughout the day and between 8th and 10th Streets, the peak demand is at 22 cars and between 10th and 12th Streets, it was 16 cars. The data was supported by the number of residential parking permits issued for the area. The number of actual parking spaces is 18 spaces, and between 10th and 12th Streets, there are no legal spaces because of the sidewalk. The survey results indicated a high number preferring taking the sidewalk out and allowing parking. One-way was popular earlier in the discussions but dwindled as people began to understand the impacts. He explained that 45° angle parking actually reduces the number of spaces because of curb cuts. Limiting residential parking permits was high on the list; currently the Code allows up to five permits per residence. One option is to allow parking on the sidewalk which the consultant and staff felt was a bad idea because of potential risk management issues and conflicts with the Code. The sidewalk was not constructed for parking and will fail. Dedicating parking spaces is not practical or manageable. Mr. Cashel stated that removing the sidewalk is clearly an alternative but staff felt it is not consistent with the goal of creating a pedestrian facility. This is a classic balancing act with four competing objectives on the street, but parking needs to be remedied and the design needs to se sensitive to the Historic District and its Guidelines.

Mr. Cashel stated that staff is recommending constructing 13 parking pads between 8th and 10th Streets within the City right-of-way, removing the sidewalk between 10th and 12th Streets and moving it to the east side so there is a continuous pedestrian corridor. This will provide 18 parking spaces on the west section of the street and all of the regulatory signage will be improved so snow removal restrictions are clear. He displayed non-conforming signs, most of which are private parking signs fronting on residential properties, which may become more of an issue as parking demands increase. He admitted that the policy for sidewalks has unwittingly created the problems that we're trying to solve today. If Council supports staff's recommendation, an amendment to the parking code is required exempting the east side section of the street. The Planning Department will review the project for compliance with Historic District Guidelines. He distributed a letter from Jennifer Sutherland to members. A final decision needs to be made within a couple of weeks, so construction begins on time.

Cindy Matsumoto expressed concerns with the scope of paving in the Historic District. Matt Cassel explained that the section lies within the boundaries of the Soils Ordinance and all parking areas are required to be hard-surfaced. Although some residents are parking on gravel areas, it technically is not allowed. Ms. Matsumoto pointed out that cars are parked on gravel areas between Woodside Avenue and 8th and 12th Streets and no sidewalk was installed as part of that reconstruction. She encouraged installing pavers for parking, acknowledging that it is probably more expensive but paving over Old Town doesn't seem like a good solution. Thomas Eddington appreciated her suggestion and stated that staff is aware of the challenges of applying and meeting Historic District Guidelines and felt there are other solutions, like her suggestion to explore.

Ms. Erickson stated that the Soils Ordinance helps control parked boats and campers in yards. Liza Simpson expressed that it has been her experience that Old Town streets in the winter turn into one lane because of snow storage demands and Kent Cashel agreed that this section of Norfolk does not allow for two full travel lanes without the parking in the winter and a 21 foot street width is not excessive. Matt Cassel interjected that the master plan provides guidelines on the utilization of paved surfaces. Ms. Matsumoto reiterated her concerns about too much pavement in Old Town and pointed out the many communities who don't have sidewalks. The Mayor invited public input.

Jim Steinmetz, 1135 Norfolk Avenue, stated that gravel is not a good idea in Park City because of snow removal. There are few sidewalks in Prospector Square or Park Meadows and the speed limits are higher. Why pick on Old Town when it wasn't necessary in other parts of town where the kids are? Candace Erickson explained that sidewalks in Old Town originated with the upper Park Avenue residents who demanded sidewalks ten years ago. A sidewalk on the east side of the street is going to have six to eight feet of freefall and as a result, will require an OSHA handrail which will attract skate boarders and open the City up to liability.

Jim Hewitson, 802 Norfolk Avenue and Lehi City Public Works Director, recommended that the sidewalk be removed. It's difficult to keep pedestrians on a four foot sidewalk and out of the streets. Parking is more critical and he stated that he is willing to participate in the cost. Traffic is not traveling very fast in this section and Norfolk has traditionally had parking on both sides of the street.

Jennifer Sutherland, 812 Norfolk Avenue, explained that an 8' x 20' asphalt parking pad with a three and a half retaining wall is planned in front of her house. She didn't believe there were many problems on the street until the sidewalk was installed. The sidewalk widens the street which increases traffic speeds and prompts the need for parking pads encroaching into yard areas. The plan turns the street into patchwork of black asphalt and cement. It is uncertain if residents will clear the sidewalk in the winter and everyone has specific problems associated with their individual properties. Her front yard will turn into four feet of sidewalk, eight feet of parking pad, and a retaining wall with no buffer from the street for her four kids. There are too many uses on the street and it's logical to lose the sidewalk because of parking and excessive paving. When she moved in her house in 1999, there was parking on both sides of the street, or the downhill side was not enforced. The snowplow clears the middle of the street and everyone digs out their cars. Parking spots are worked out with neighbors. She doesn't feel like the proposal is really adding 13 spaces between 8th and 10th Streets because there is no parking on the downhill side of the street. The historic house next to her is significant and installing a parking pad there will take out two trees and distract from the historic feel of the home.

Linda McReynolds, Norfolk Avenue, stated that the street is only short four parking spaces and wondered why 13 spaces are proposed. Residents have always parked on both sides of the street between 8^{th} and 10^{th} Streets. She didn't feel these parking improvements are necessary and if residential permit parking is limited, it may help the situation. Norfolk residents have not asked for sidewalks. Although sidewalks are encouraged in the walkability plan, they should not be contemplated in this instance. People want the street to look nice.

Paul Butkovich, Norfolk Avenue, introduced his terrier Althea. If snow was hauled out of both sides of the street, not just the downhill side in the area, it would provide four or more parking spaces. He questioned where the snow will be stored with the installation of parking pads on properties and did not favor a sidewalk or allowing parking on the downhill side. Sidewalks are inconsistent widths and not contiguous and parking permits should be limited to two per lot. The north parking area adjacent to the Library and Education Center campus should be opened to residents for overnight parking. This should have never happened and the City should have left them alone. Althea had no input.

Catherine Matsumoto-Gray, 823 Norfolk Avenue, thanked Council and staff for inviting input and holding meetings. She agreed that if the City is only short four spaces, only nine more spaces are needed. Limiting residential parking permits may make a difference because there are only 13 houses in the section that don't have garages and driveways and one undeveloped lot. The current parking count may be realistic for long-term needs and some additional parking may be needed but not all of it. Parking enforcement is a necessary part of the plan and she had no opinion on the sidewalk.

John Helton, 933 Norfolk Avenue, preferred not having a sidewalk and allowing parking on both sides of the street. He agreed with Mr. Butkovich about hauling snow from the uphill side of the street. He pointed out areas below the east side of 10^{th} Street were there are no residences facing the street which may be a good location for installing parking pads. He supports one-way and limiting permits to two or three if there is no garage on the property.

Casey Crawford, owner of 812 Norfolk Avenue and 1102 Norfolk Avenue, relayed that the sidewalk is not being used properly and there is no real need for one. She suggested allowing people to park on the sidewalk and not spending money to remove it. Ms. Crawford noted that in some cases, there is a need to issue a number of residential parking passes and is not okay with taking the privilege from service workers. Installing a parking pad and a retaining wall creates more problems than it solves.

John Stafsholt, 633 Woodside Avenue, deferred to Norfolk residents but agreed with Ms. Crawford comments about parking on the sidewalks.

Mayor Williams appreciated all of the comments and stated that this item will be continued. He noted that there are sidewalks in Park Meadows on busy streets and the same has been happening in Prospector. He personally felt that parking on the sidewalks is a practical solution but felt some more time is needed on this project. Liza Simpson agreed. In response to a question from the Mayor, Kent Cashel explained that the parking area by the Library is regulated because of complaints from the public and there no parking between 2 a.m. to 6 a.m. consistent with parking at other parks.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
APRIL 22, 2010

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, April 22, 2010. Members in attendance were Dana Williams, Alex Butwinski, Candace Erickson, Joe Kernan, Cindy Matsumoto, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Jed Briggs, Budget Analyst; and Jeff Beckman, Project Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Historic Preservation Board - A joint meeting with the Historic Preservation Board was discussed and Liza Simpson added that it would be beneficial to have background information on the role of the board at the meeting because it will be a topic of interest.

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

Preserving Old Town - Mary Wintzer, 320 McHenry Street, explained her interest in Old Town neighborhoods which ties in with the previous Norfolk Avenue discussion. The visioning survey revealed that residents value a qualitative lifestyle and not maximizing historic properties to preserve the Old Town feel. By way of example, she encouraged members to visit the 308 Ontario site, which in her opinion, is over-built. People are passionate to preserve what little is left and as a Board of Adjustment member, applicants are asking for variances to cram as much as possible on a site.

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

1. Consideration of Grant of Utility Access and Maintenance Easement to Racquet Club Village Condominiums, in a form approved by the City Attorney - and

2. Consideration of a service agreement with Rocky Mountain Power for design and construction services for the Bonanza Drive Reconstruction Project in the amount of $131,830, in a form approved by the City Attorney - and

3. Consideration of a professional services agreement with InterPlan Company for consultant services related to the traffic and transportation master plan study in an amount of $262,296 in a form approved by the City Attorney - Liza Simpson, "I move we approve Consent Agenda Items 1 through 3". Candace Erickson seconded. Motion unanimously carried.

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

1. Consideration of an Ordinance approving a one year extension of the approval of a plat amendment for the Main Street Mall, located at 333 Main Street, combining Lots 7-15 and 18-26, Block 11, Amended Park City Survey, Park City, Utah – The Mayor opened the public

hearing and with no comments, requested a continuation. Joe Kernan, "I move we continue to May 6, 2010". Liza Simpson seconded. Motion unanimously carried.

2. Consideration of a Resolution confirming the sale and authorizing the issuance of up to $9,000,000 general obligation bonds of the City in one or more series; and providing for related matters

(a) Public hearing on (1) the issuance and sale of the City's general obligation bonds, for the purpose of acquiring, improving and forever preserving park and recreational land, together with related historical or cultural improvements, to protect the conservation values thereof, remove existing unneeded man-made improvements, and make limited improvements for public access, parking and use and paying the costs incurred in connection with the issuance and sale of the general obligation bonds and (2) the potential economic impact that the facilities will have on the private sector – Jed Briggs reported that the bonds were sold this morning and the rates are very favorable. He explained that $6 million is bonded for purchased open space, the conservation easement for the Osguthorpe Family, and refunding the general obligation bond in order to take advantage of the current interest rates. This will reflect a savings of about $140,000. The interest rate for the open space is 2.8%. He discussed the positive reaction of the City's recession plan by rating agencies who found it forward-thinking and fiscally prudent. The Mayor opened the pubic hearing. There were no comments. Joe Kernan, "I move we approve New Business Item 2". Liza Simpson seconded. Motion unanimously carried.

3. Consideration to authorize the execution of an Agreement, in a form approved by the City Attorney, with MWH Americas, Inc., to provide Construction Management Services for the Quinn's Junction Water Treatment Plant in an amount of $375,129 – Jeff Beckman, project manager, discussed the selection process for this contract and the recommendation of contracting with MWH because of its experience. The Mayor invited public input; there was none. Liza Simpson, "I move we authorize the execution of an Agreement, in a form approved by the City Attorney, with MWH Americas, Inc., to provide Construction Management Services for the Quinn's Junction Water Treatment Plant in an amount of $375,129". Alex Butwinski seconded. Motion unanimously carried.

4. Consideration of City Council determination to refer any Appeal regarding Treasure Hill Conditional Use Permit to an independent Appeal Panel, to be appointed at the time of any such Appeal – Mark Harrington explained that on April 15, 2010, the Council adopted a procedural change in the Land Management Code which allows for the referral of an appeal to an independent appeal panel. Staff recommends that Council do so immediately for the Treasure Hill Project and appoint two liaisons to work with the City Manager on negotiations. The Mayor invited public input; there was none. Liza Simpson, "I move that we determine to refer any Appeal regarding Treasure Hill Conditional Use Permit to an independent Appeal Panel, to be appointed at the time of any such Appeal". Alex Butwinski seconded. Motion carried. Ms. Erickson noted that this is probably the right approach but wished Council had the option of casting the final vote on an appeal; giving up that right is difficult.

Alex Butwinski	Aye
Candace Erickson	Nay
Joe Kernan	Aye
Cindy Matsumoto	Aye
Liza Simpson	Aye

Council members expressed they needed more time to decide on the appointment of two liaisons.

VI ADDITIONAL DISCUSSION – AGENDA ITEMS

None.

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, Alex Butwinski, Candace Erickson, Joe Kernan, Cindy Matsumoto, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Kyle MacArthur, Water Analyst; Tom Daley, Deputy City Attorney; Kathy Lundborg, Water Manager; and Mark Harrington, City Attorney. Joe Kernan, "I move to close the meeting to discuss personnel, property and litigation". Alex Butwinski seconded. Motion carried unanimously. The meeting opened at approximately 3:50 p.m. Candace Erickson, "I move to open the meeting". Liza Simpson seconded. Motion unanimously carried.

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

Prepared by Janet M. Scott

Janet M. Scott, City Recorder

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
MAY 6, 2010

Present: **Mayor Dana Williams; Council members, Alex Butwinski, Candace Erickson, Joe Kernan, Cindy Matsumoto, and Liza Simpson**

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Kent Cashel, Transportation Manager; Brian Anderson, Parking Manager; Bret Howser, Budget Manager; and Lori Collett, Finance Manager

Alison Butz and Ken Davis, HMBA

1. Council questions/comments. Cindy Matsumoto reported on participating on a School District task force. Alex Butwinski spoke about the HMBA annual meeting and relayed that the North Silver Lake MPD was approved by the Planning Commission. He also attended Recycle Utah and the Arts Council meetings. Candace Erickson indicated that the Chamber is predicting good numbers for lodging for March. She spoke about Steve Jenkins retiring from the Board of Health and the recruitment process. The Recreation Advisory Board is working on the City Park Master Plan and Creekside Park which should be completed in mid-July. She discussed the Recreation Department's outreach program. Liza Simpson spoke about attending Steve Jenkin's retirement luncheon and a Lodging Association meeting. Joe Kernan reported on the HMBA and the interagency task force meetings and attending the Genius Award dinner where Park City was recognized. The Mayor commented on The Follies, discussions with MIDA and attending a Prospector Home Owners Association meeting.

2. Parking enforcement update. Kent Cashel explained that the Old Town parking program must address diverse parking needs for a variety of user groups and paid parking is a part of that program. Time limited spaces, time limit zones and employee permits are monitored in the area. He indicated that a financial plan for additional parking revenues and special event parking will not be covered today and will be discussed at a future time. The mission of the parking enforcement program is to provide for a reasonable level of regulatory compliance within a customer friendly environment accomplished through education (signs and published regulation maps). The enforcement officers are also ambassadors by providing information on the parking system and to assist visitors. Mr. Cashel explained the $3 first ticket, the graduated fine schedule and immobilization. Over 350 people are on the late fee list ranging from outstanding payments of $300 to $1,400.

Through a PowerPoint graph, Mr. Cashel pointed out that Council's parking priority direction is matched with the enforcement program demonstrated by fine amounts and number of patrols. He described frequency of patrols for paid parking and time limited lots and areas in the Main Street area. In response to a question from Liza Simpson about not needing to begin enforcement until 11 a.m. on Main Street, Mr. Cashel explained the 8 a.m. sweep. Staff believes that current enforcement practices produce a reasonable level of compliance. Ms. Simpson suggested adjusting the plan seasonally which Mr. Cashel felt is possible.

He displayed a ten year history of citations issued within the Historic District from the period December 15 to April 15, pointing out the lack of compliance at the beginning of the program initiated in1998 but in 2005, the number stabilized at 5,000 to 7,000 tickets a year, averaging about 50 a day. Staff was directed that enforcement needed to be stepped up, an adjustment was made, and more tickets were issued in 2010. The number of citations is directly related to patrol time, patrol efficiency, degree to which regulations are enforced, and level of compliance. He emphasized that there are no quotas or incentives for employees to write tickets. Change in priorities affects the enforcement program. Mr. Cashel described the patrol times for residential parking in the Historic District, streets around PCMR and associated ticket history. There are no changes suggested here.

Kent Cashel stated that the City directs its officers to provide a 15 minute grace period for just expired violations, which staff believes is an adequate amount of time. The $3 first ticket has been successful because people visit Public Works to pay the fine and the parking program is then explained. The HMBA recommends a $0 first ticket which he agrees makes sense. Staff agrees with the HMBA to use the three prior calendar years for the sixth ticket calculation of the graduated fee schedule and maintain other fine structures. Common sense enforcement on snowy days was discussed.

Alison Butz, Executive Director, explained that the HMBA has a parking management committee and will be looking at all components, not just enforcement. They are not interested in the turnover of parking spaces but the ease and friendliness of the parking program. Paid parking has gone from a necessary evil to a bit of a disincentive. Members continue to hear that the 15 minute grace period is not being followed. The enforcement officers really need to be ambassadors of the City and staff should manage Ampco to make sure they are following policy.

Joe Kernan understood that turnover is not important to the HMBA and asked about the three hour time limit. Ms. Butz responded that it was not specifically addressed but will be. The Mayor acknowledged that he has received complaints about enforcement recently. He liked the first ticket being forgiven and supports the 30 minute leeway, regardless if there's a ticket on the windshield. Red curbs are hard to see on snowy days and parked cars shouldn't be ticketed. Candace Erickson stated that 30 minutes is too long in her opinion and 15 minutes is sufficient if the policy is being followed, but she has heard similar complaints recently. She also favored the $0 first ticket as a courtesy and common sense enforcement during the winter.

The adjudication process was addressed. Cindy Matsumoto asked if the 15 minute policy is being followed and Kent Cashel assured her that this will be monitored and implemented consistently. Discussion ensued on the challenges of the Mayor's suggestion of forgiving a written ticket on the windshield. Ms. Matsumoto suggested that enforcement be decreased in April and May when it is slow. The City could save some money and the policy could be loosened. Mr. Cashel explained that this could be accomplished but regulations are better understood and less frustrating to the public if they are consistently applied. In response to the suggestion of an in-house program because of the ambassador component, Kent Cashel felt this option would be very expensive and explained that the industry is competitive and able to control costs.

Ms. Simpson spoke about being harassed by an enforcement officer while unloading deliveries on Main Street. She stated that she supports the 15 minute grace period (over three years) and a free first ticket. In response to a question from Joe Kernan, Brian Anderson explained that enforcement officers must have 40 hours of training. Mr. Kernan felt it would be helpful if enforcement officers had handbooks with clear instructions on what to enforce and exemptions to the regulations. He supported the 15 minute grace period and the $0 first fine. Alex Butwinski commented on the quality of the staff report. He didn't feel that writing 20 tickets a day is excessive and felt that ordinances should be enforced. The $0 first ticket is a great idea.

Mr. Butwinski stated that he is not inclined to change time limits or to change regulations seasonally. Consistent enforcement is important.

The Mayor summarized that members agree with the $0 first ticket and 15 minute grace period and added that many Ampco employees are great ambassadors for the City. Members were not interested in changing the fee schedule or the level of enforcement at this point.

Ken Davis, HMBA, stated that tickets have tripled recently and were being written on Easter Sunday. Enforcement should be friendlier.

2. Presentation of tentative budget. Bret Howser displayed PowerPoint slides to guide the discussion and better illustrate information. He noted that during Visioning in January, long-range financial projections were discussed. Revenues tend to level off over time while expenses continue to increase at a steady pace, or at least the rate of inflation. Cities that adopt the certified property tax rate, or no property tax increase rate, adjust their rates downward as assessed values grow and over time the rate diminishes the revenue stream. He explained that the City receives increased property tax dollars from new growth but not from existing properties where the same dollars are collected as the previous year. There is no inflationary component which means that over time, purchasing power diminishes. He warned that property tax is a significant portion of the City's revenues but the revenue curve levels off over time. Joe Kernan pointed out that although there is no inflationary component; cities in Utah are not losing revenue because of decreased assessed valuations like other communities in other states.

Mr. Howser stated that in April, staff presented a plan for long-range financial projections linked with short term budget balancing to create a revenue mix analysis. The analysis has been distributed to Council and is available on-line. As taxing entities adopt the certified property tax rate, the rate has gone down while assessed values have increased. Property taxes include two components, the general levy which covers services at 14% and the debt service levy which covers general obligation bonds at 9%. He displayed a graph illustrating property and sales tax comparisons. In 1994, property tax was at 52% and in 1998, 44% which is a trend that will continue without a property tax increase. Sales tax eclipsed property taxes as a primary revenue source and the problem is that sales tax is inherently volatile. Mr. Kernan pointed out that sales tax revenues more than doubled over 14 years which is a good thing. Alex Butwinski emphasized that some of the property tax revenue is a function of new product coming on line but excludes the expense side for providing services. He believes Mr. Howser is on the right track by diminishing the volatility of relying too heavily on sales tax which is a good management decision. Mr. Kernan believed that since most of the infrastructure is built in town and much of future development will be commercial, providing City services should not be excessive. Mr. Butwinski stated that the City's disproportionate reliance on sales tax will intensify without a change in policy.

Mr. Howser clarified that state statute requires cities to have no less than 5% and no more than 18% in reserves. Rainy day funds are not allowed. This approach reduces the risk of relying on volatile upside revenue streams like sales tax even if the intention is to maintain service levels through recessions. In response to a question from Joe Kernan about moving CIP funding to the General Fund, Mr. Howser explained that CIP funds have to be dedicated to capital projects and money in the CIP can not be transferred to the General Fund unless the capital project is completed. Lori Collett agreed and explained that CIP balances have traditionally been allocated to other capital projects. Under state law if a project is completed or if a capital facilities plan is changed, remaining funds can be transferred back to the General Fund. Mr.

Howser interjected that moving project funding is not allowed if a project is funded with associated impact fees.

Another approach at arriving at a balanced revenue mix is to look at the expense side of providing services. He explained that the goal of this year's budget is to recommend a revenue stream mix of 32% sales tax and 35% property tax which would alleviate the dependence somewhat on building, planning and engineering fees which are extremely volatile. Joe Kernan asked for the volatility reduction percentage for the year which was not available. Mr. Howser continued that the revenue action plan is a long term plan. He reiterated that the reason for the recommendation relates to long term issues associated with the property tax revenue stream. The budget must be balanced this year but the primary consideration today deals with establishing a solid 15 year plan.

He stated that staff is recommending a 6% increase in property tax every other year or 3% per year, which is roughly equivalent to the Consumer Price Index. Staff is also recommending revisiting planning, building and engineering fees regularly and user fees every other year. The reason for the tax increase every other year is to provide enough time to evaluate circumstances, revisit the plan and adjust it accordingly. Mr. Howser emphasized that this is not an effort to balance the budget this year, but to craft a stable revenue mix program for the long term. Mayor Williams acknowledged the vulnerability of sales tax distribution with the state legislature.

Joe Kernan continued to argue that Park City has experienced a lot of new growth over the past 20 years and there may be more prosperity. Imposing a property tax increase is a choice and may not be necessary. Bret Howser responded that it is possible that redevelopment activity will be adequate to mitigate the rate of inflation, but based on the best data on hand, it is not likely. The inflationary component contributes to decreased purchase power levels.

Candace Erickson pointed out that the Police and Public Works Budgets combined total is $8.8 million which isn't covered by what is collected in property taxes today at $6 million. Property tax revenues should cover basic services and Park City is not even close and at some point, growth will stop. Mr. Howser pointed out that studies show that providing services for new commercial costs $.50 of every dollar collected for property tax while residential costs more than the property tax collected. He is uncertain about the numbers for redevelopment projects.

Mr. Howser displayed a graph relating to the current year's budget and budget options which are divided into three categories. Options reflect a level of service increase and many are Council directed; they and will be further reviewed on May 20. The largest expenditure in the options is relocation costs associated with the Recreation Center remodel. Budget issues include a state retirement system contribution increase of $72,000 and staff is also recommending creating a lump merit pool. In the past, they were paid out departmentally. Debt service will be affected by the Recreation Center Project and all changes to the CIP are offset by alternate decreases. The City has committed to about $1 million in budget reductions and some are in the form of personnel cuts. Four vacant full-time regular positions are recommended to be cut as well as seasonal hours, representing 2.5% of the man hours reflected in the General Fund. By comparison, Salt Lake City is cutting 3.9%. In response to a comment from Alex Butwinski, Mr. Howser described tying debt service to related funding sources.

Bret Howser presented a graph of what measures Park City has taken compared to AAA bond-rated municipalities and other cities like us. Capital projects have been deferred. He acknowledged that the City has not laid off staff, but has cut positions. Cuts in expenditures have been analyzed and targeted as opposed to across-the-board cuts. Salaries were frozen that would have typically been addressed last year in a two year budget cycle. He stated that travel budgets have been significantly reduced and vacant positions will remain unfilled. Some service levels have been reduced and fees have been analyzed. In addition to these measures, and in relation to the long-term interest in maintaining a healthy revenue mix, staff is recommending a property tax increase.

Twenty-three percent of a property tax bill goes to the City and of that 23%, 14% is for services and 9% represents voter-approved debt. The 6% increase will affect only the 14% allocated for the general levy or for City services. Mr. Howser discussed the analysis of the primary property tax burden to median income over a ten year period and compared tax levies of other cities in Utah where Park City ranked as one of the lowest. Moab imposes no property tax and is heavily reliant on sales tax revenue. He relayed that the average Park City home owner pays $2,700 in property tax while the average in Breckenridge is $2,400; Aspen $3,800; Telluride $4,100; Sun Valley $3,400; and Jackson $5,500. He emphasized that the property tax increase per year is $33 on average; non-primary $52; and commercial $54. He admitted being asked about the timing of the property tax increase and explained the potential for declining purchasing power. Bond rating agencies are extremely impressed with Park City's forward thinking financial policies, specifically the recession plan. Park City has a reputation for planning well ahead of time and making tough financial decisions long before being forced to make even tougher financial decisions and he felt that the staff recommendation is in line with this tradition.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MAY 6, 2010

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, May 6, 2010. Members in attendance were Dana Williams, Alex Butwinski, Candace Erickson, Joe Kernan, Cindy Matsumoto, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Tom Daley, Deputy City Attorney; Tommy Youngblood, Special Events Coordinator; Max Paap, Special Events Manager; Kirsten Whetstone, Planner; Bret Howser, Budget Manager; and Diane Foster, Sustainability Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Alex Butwinski disclosed that he is sponsoring a team for Running with Ed and Liza Simpson noted that she will be participating in the event. Joe Kernan stated that he has recycling contracts with Summit County and the City.

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

None.

IV WORK SESSION NOTES AND MINUTES OF THE MEETING OF APRIL 15, 2010

Alex Butwinski pointed out a minor grammatical correction to the minutes. Liza Simpson, "I move we approve the work session notes and minutes from April 15th as corrected". Candace Erickson seconded. Motion unanimously carried.

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

1. Consideration of a Letter of Intent with the Park City School District for the SR248 Tunnel - and

2. Consideration of a professional services agreement in an amount not to exceed $51,505 with Brown & Caldwell for the purpose of preparing an application for a Utah Pollution Discharge Elimination System Permit - and

3. Consideration of a Resolution declaring May 15, 2010 as Arbor Day in Park City, Utah – Joe Kernan, "I move we approve Consent Agenda Items 1, 2 and 3". Liza Simpson seconded. Motion unanimously carried.

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

1. Consideration of a Master Festival License for the Park City Mini-Trail Series to be held in Round Valley on June 26, July 10 and August 14, 2010 – Run Events – Tommy Youngblood explained that this is a trail series run held once a month during the summer. Parking will be

available at Quinns Junction but if more than 400 applicants participate, there will be contingency parking at Richardson Flats. The Mayor opened the public hearing; there were no comments from the audience. Liza Simpson, "I move we approve the Master Festival License for the Park City Mini-Trail Series to be held in Round Valley on June 26, July 10 and August 4". Alex Butwinski seconded. Motion unanimously carried.

2. Consideration of a Master Festival License for Running with Ed to be held on May 22, 2010 – Park City Education Foundation – Max Paap explained that this first year event is a fund-raiser for the Park City Education Foundation. It's a 41 mile relay race that reaches every school in the District and staff has been working with the County and Basin Recreation to mitigate traffic at exchange spots and to make sure the event vehicle does not mingle with any of the runners. Amplified music in City Park triggers the MFL and staff recommends approval. Applicant Tim Chesley interjected that there are currently 100 teams and 250 volunteers. The Mayor opened the public hearing; there were no comments. Cindy Matsumoto, "I move that we approve the Master Festival License for Running with Ed on May 22nd". Liza Simpson seconded. Motion unanimously carried.

3. Consideration of an Ordinance approving a one year extension of the approval of a plat amendment for the Main Street Mall, located at 333 Main Street, combining Lots 7-15 and 18-26, Block 11, Amended Park City Survey, Park City, Utah – Kirsten Whetstone explained that the applicants received approval in March 2009 with a condition to record the plat within one year. In March 2010, a request was received for a one year extension to March 26, 2011; the lot combination memorialized on the plat has not changed. In response to questions from Liza Simpson and Cindy Matsumoto, Ms. Whetstone explained that the applicants were interested in the pending LMC HR-2 zone amendments. The design plans received a two year approval or until 2011 and any revisions would have to comply with current provisions. Alex Butwinski suggested a shorter extension and Kirsten Whetstone explained that typically, extensions are for a year. Ms. Matsumoto asked if anything unfavorable to the City will be grandfathered by approving the plat and Ms. Whetstone indicated that she did not think so. The Mayor opened the public hearing; there was no public input.

Candace Erickson, "I move we approve an Ordinance approving a one year extension of the approval of a plat amendment for the Main Street Mall, located at 333 Main Street, combining lots 7-15 and 18-26 on Block 11". Liza Simpson seconded. Motion unanimously carried.

4. Consideration of a Resolution adopting a tentative revised budget for fiscal year 2010 and the budget for fiscal year 2011 for Park City Municipal Corporation and its related agencies – The Mayor announced that this is the first public hearing on the budget, one of many scheduled now through June. Bret Howser referred to the work session presentation. He pointed out that the primary driver of the proposed property tax increase is the goal of achieving a better revenue mix; the revenue mix analysis is available on-line. Park City's main revenue stream is funded with property and sales taxes and over a 15 period, the property tax portion has dropped to 44% from 52%. Sales tax is a more volatile revenue source than property tax which means over time, the City's revenue mix as a whole has become more volatile which makes it difficult to deliver continuous service, especially during a recession.

He explained that an analysis was conducted on the volatility of the revenue stream and another on the desired stability of the services provided by the City. Staff then crafted a proposed revenue mix which is slightly weighted toward property tax at about 35% and 32% for sales tax. In order to accomplish this, staff is recommending a 15 year action plan which would begin with a 6% property tax increase every other year beginning this upcoming year, and raising building, planning, engineering, and other fees. Mr. Howser emphasized that the property tax increase is intended to keep up with inflation. In Utah, cities that are not adopting a property tax increase are required to adopt the certified property tax rate which produces the same amount of dollars from existing property as the previous year. New growth represents new dollars, but as assessed values increase, the certified tax rate goes down. He stated that the lack of an inflationary component diminishes the City's purchasing power. The property tax increase would equate to 3% every year comparable to the Consumer Price Index. A graph was displayed outlining long range financial projections.

A good revenue mix also ties into short term budget balancing. Mr. Howser acknowledged receiving criticism about the City not cutting expenses. He stated that the City is planning on about $1 million in expenditure reductions for 2011 as was the case in 2010. Included in the list of budget reductions is the elimination of 5.25 full-time equivalent positions but Park City is trying to avoid lay-offs. This represents about 2.5% man hours in the General Fund; Salt Lake City is cutting 65 positions, representing about 3.9% of its General Fund man hours. He reviewed what other cities and AAA bonded municipalities are doing to manage budgets, many of which the City has implemented. He emphasized that the property tax increase is mostly related to the long term strategy associated with the property tax revenue stream by considering an inflationary component. Through a displayed graph, Mr. Howser pointed out the other taxing entities on a Park City property tax bill. The City's portion is about 23% of the total property tax bill and of that amount, 14% is allocated to City services and 9% represents voter-approved general obligation debt. The 6% property tax increase would only apply to the 14% relating to the provision of City services.

He compared property tax amounts with median household income over a 10 year period which shows that people are paying roughly the same proportion of their income today toward property taxes as they were 10 years ago. When compared to the property taxes of other cities on the Wasatch Front and other mountain resort communities, Park City is among the lowest. The increase on an average primary residence valued at $860,000 would be $33 per year, non-primary would be $52 and commercial $54. He felt that the proposal is timely because of the loss of purchasing power over time. Park City has a good history and reputation for making solid financial decisions and he quoted bond rating agencies about Park City's practices. Imposing a property tax increase is a hard thing to do but the right thing to do. Mr. Howser relayed that input was received from Bill McCullough objecting to a tax increase during a recession and John Halsey who indicated his support of the property tax increase.

The 35%/32% stability ratio was discussed and Mr. Howser explained that the 6% property tax increase would be re-evaluated every year and the plan adjusted accordingly. In response to a question from Joe Kernan, Mr. Howser described current bonds and debt service levy projections. Mr. Kernan expressed that he would feel more comfortable imposing a property tax increase when debt service obligations decrease and asked for a graph detailing when bonds come on line and when they retire. The Mayor opened the public hearing.

Teri Whitney, Snowflower Condominiums, acknowledged the amount of work on the budget but expressed her opposition to imposing a property tax every year. There is no plan for cutting personnel costs by way of wage reductions or lay-offs and she encouraged the Council to look at all aspects of operations. Maybe the City needs to do things differently. The positions being cut are vacant and she understood that sales tax revenue projections are good.

Mary Wintzer, resident and Iron Horse commercial property owner, stated that she feels *we're all in this together*. She spoke about losing seven of 20 tenants due to the economy and business owners have been forced to lay off long term employees. She felt the economic recovery will take longer than first envisioned and asked Council members to do the hard things that the business community has had to do so it feels like we're in this together.

With no further input from the audience, the Mayor requested a motion to continue. Liza Simpson asked that staff explore property tax relief like a circuit breaker for people on fixed incomes. Alex Butwinski asked for alternatives to a tax increase, specifically examples where a decrease in level of service could be recommended. Liza Simpson, "I move we continue the tentative revised budget for fiscal year 2010 and the budget for fiscal year 2011 to the 20th of May". Alex Butwinski seconded. Motion unanimously carried.

5. Consideration of a Memorandum of Understanding with the Military Installation Development Authority and Summit County – Diane Foster explained that for the past 13 years, the City has been working with the Air Force and the past two years with MIDA to find an appropriate location for the military recreational facility. The military can not use its general funds to build a recreational facility and must identify other ways to generate revenue. Senate Bill 216 provided MIDA with the ability to operate in the community and not just at defunct military facilities. She stated that the City and County experienced a productive relationship with MIDA who has helped the process along and has been a good partner.

The MOU provides the City and County with a level of control that they would not have otherwise because by law MIDA does not have to comply with local zoning. Under the MOU, the City and County gain many of these control measures and in return offer up the Triangle Parcel for commercial development. Ms. Foster pointed out that the Triangle Parcel is already located in a commercial zone at Silver Creek Junction, which would provide supplemental funding for the hotel. The Triangle Parcel was purchased for future City and County needs at $42,000 per acre in December 2008 and the current selling price is $70,000 per acre. While the City and County had planned to use the property for future public works needs, it was determined that none of those needs are immediate and it is possible to offer the land without impacting the public in the near term. The agreement also details how the property tax increment and the resort sales tax will be shared between MIDA and the County. Staff urges approval of the MOU specifically because the hotel and the commercial property will both be built in areas that are appropriate for these types of development as opposed to other pieces of land considered in the past. Ms. Foster reiterated that the City and the County will have a level of control over the future hotel and commercial development that they wouldn't otherwise have and it is a proactive agreement benefitting not only the City, County and MIDA but also the men and women of the military.

The Mayor pointed out that the MOU is dated November 2009 and the City Manager explained that Council is basically ratifying the document. The Mayor invited public input; there was none. Candace Erickson, "I move approval of the Memorandum of Understanding with the Military Installation Development Authority and Summit County". Liza Simpson seconded. Motion unanimously carried.

VII ADDITIONAL DISCUSSION – AGENDA ITEMS

VIII 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 7:30 p.m. Members in attendance were Mayor Dana Williams, Alex Butwinski, Candace Erickson, Joe Kernan, Cindy Matsumoto, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Tom Daley, Deputy City Attorney; Kathy Lundborg, Water Manager; Michael Kovacs, Assistant City Manager; and Jonathan Weidenhamer, Economic Development Manager. Candace Erickson, "I move to close the meeting to discuss property and litigation". Joe Kernan seconded. Motion carried unanimously. The closed session adjourned at approximately 9:00 p.m.

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

Prepared by Janet M. Scott

Janet M. Scott, City Recorder

City Council Agenda Report

PUBLIC WORKS
DEPARTMENT

445 Marsac Avenue
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Park City, UT 84060
Tel 435.615.5301
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www.parkcity.org

DATE: May 20, 2010
DEPARTMENT: Public Works
AUTHOR: Pace Erickson
TITLE: 2010 Pavement Management
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Accept the 2010 Pavement Management bids and authorize staff to enter into an agreement with:

1. **Kilgore Paving for** pavement overlays in the amount of $277,810.27.
2. **Morgan Pavement Maintenance** for slurry seals in the amount of $65,537.00.
3. **M&M Asphalt Services** for crack seal in the amount of $66,990.00.
4. **Morgan Pavement Maintenance** for trail Sealcoat sealing in the amount of $6,597.00
5. **Morgan Pavement Maintenance** for Micro Surfacing in the amount of $18,940.00.
6. **CTS Utilities** for utility adjustments in the amount not to exceed $30,715.00.

In a form approved by the City Attorney.

DESCRIPTION:

A. Topic. Pavement Management Program 2010

B. Background. The pavement management program maximizes pavement life and minimizes pavement costs by identifying the time frame for carrying out appropriate maintenance or rehabilitation. The benefit of this practice is to extend pavement life and reduce the overall life cycle cost. Pavements typically deteriorate in a non-linear fashion. Twenty-five percent of the deterioration occurs during the first seventy-five percent of pavement life. The more cost-effective maintenance should occur when the pavement is still in fair condition. Pavement repairs can be done inexpensively using sealing and overlay techniques. Proper pavement management should minimize the need for costly pavement reconstruction.

The pavement management plan has been up-dated several times in the last ten years most recently in 2005 by Local Technology Assistance Program (LTAP) a group affiliated with Utah State University. The review consisted of visually inspecting the surface of every city street, analyzing the data, ranking streets, developing implementation plans based on different funding levels and supplying Park City Municipal Corporation with a tool to develop future pavement management plans.

Pavement condition reports have identified the overall condition of Park City's pavement system. A remaining service life (RSL) scale is used with 20 year remaining life being pavement in the best possible condition and a 0 year remaining life being the worst. This condition report includes the effect of surface, base, subgrade, load, environmental conditions and materials.

Pavement Condition Warranted maintenance/rehabilitation effort based on remaining service life (RSL)

16-20	RSL	Minimal - crack sealing
12-15	RSL	Some - minor patching, fog seals and crack sealing
8-11	RSL	Routine - thin overlays or slurry seals
4-7	RSL	Increasing - thicker overlays or possible reconstruction
0-4	RSL	High - surface or base reconstruction, possibly subgrade stabilization or total reconstruction

The average remaining service life of all Park City pavements is 9.73 years. A value of 9.73 means that a pavement is in a routine maintenance category requiring thin to medium thickness overlays, slurry sealing and crack sealing to extend the service life of the pavements. Delay would increase the cost of repair significantly for these pavements. In a sense, they are the optimal pavements for repair. All pavements which are determined to have an RSL of 4 or below while can benefit from some very thick overlays are beyond restoration within the pavement management program. These pavements are patched as soundly as possible and are sent to the CIP budget for consideration for reconstruction.

LTAP recommends a RSL of 10 years which is optimum for pavements in the intermountain area. An RSL of 9.73 puts Park City very close to achieving the recommended RSL with current funding and materials cost levels. The higher we can keep the pavement score the less expensive they will be to repair and maintain.

Asphalt forecast

Staff has seen asphalt costs stabilize over the last couple of years. Delivered asphalt prices have stayed at around $70.00 per ton. However, staff believes asphalt costs will not fall much below this level in the near future and are likely to rise.

C. Analysis.

The sealed bid notification/process was advertised in the Park Record, Salt Lake Tribune and on the City Webpage.

Slurry Seal

The following streets have been identified within the pavement management program as needing 54,886 square yards of slurry seal as part of the overall pavement management strategy.

Section/ Street Name
Royal Street: Centennial Cir to Royal Street West
Sunridge Court: Solamere Drive to end CDS
City Cemetery: SR 248 End to End
Silver King Dr: Empire Ave to Glen Wood Cemetery
Aspen Springs Dr. Meadows Dr. to Meadows Dr.
1255 Park Ave: Library Parking lot

Crack Seal

Crack seal is an excellent way to prolong pavement life by sealing the surface cracks to prohibit water penetration on pavements which are in relatively good condition. However, all pavements in various stages and condition benefit from crack sealing. Public Works will apply 30 tons of crack seal to various city streets and 3 tons of crack seal to bike paths.

Utility Adjustments

Utility adjustments are required after an overlay to raise manholes, water valves and monument markers to the same grade as the pavement surface. Some require lowering prior to an overlay due to the milling process in advance of an overlay. 28 water valves/monuments and 41 manholes have been identified as needing to be adjusted prior to and after overlay application:

Section/ Street Name	Water/Survey	Manholes
Guardsman Connection Road	0	0
Park Ave 1355 to 10th street	12	7
Sidewinder SR248 to Gold Dust Lane	1	7
Morning Star Court Thaynes to end of CDS	1	4
Ridge Ave: King Road to Daily Ave	1	1
Heber Ave Park Ave to Swede Alley	6	5
Mountain Lane: Crestline Dr to end of CDS	1	2
Meadows Drive Crestline to American Saddler	1	5
Additional to be repaired	5	10
Total	28	41

Overlays

The following streets and Bike Paths have been identified within the pavement management program to receive a total of 3,810 tons of asphalt in the form of overlays as part of the overall pavement management strategy:

Section/ Street Name
Guardsman Connection Road
Park Ave 1355 to 10th street

Sidewinder SR248 to Gold Dust Lane
Morning Star Court Thaynes to end of CDS
Ridge Ave: King Road to Daily Ave
Heber Ave Park Ave to Swede Alley
Mountain Lane: Crestline Dr to end of CDS
Meadows Drive Crestline to American Saddler
Guardsman Connection Road
Park Ave 1355 to 10th street

McCloud Creek trail: Snow Creek Dr. to Saddle View Way

Micro-surfacing
The following streets have been identified within the pavement management program to receive a total of 8,111 square yards of micro-surfacing as part of the overall pavement management strategy:

Empire Ave: SR224 to Silver King Dr

Empire Ave Silver King Dr. to Manor Way

Sealcoat Trails
The following Bike Paths have been identified within the pavement management program to receive a total of 7,328 square yards of sealcoat as part of the overall pavement management strategy:

City Park trail from Transit Center to City Park tunnel
Sunny Slopes Trail: Meadows Dr to Round Vly Way
End

Deer Valley: from Doe Pass to end

Meadows Dr Trail: Sunny Slopes Dr to Am Saddler

Bid Results
There were five bids received for street overlays, three bids for slurry seals, four bids for crack sealing, four bids for utility adjustments, five bids for Path Sealing, and four bids for Micro surfacing:

Street & Bike Path Overlays

Kilgore Paving	**$277,810.27**	**(Recommended)**
Staker & Parsons Co.	$278,990.44	
Geneva Rock Products	$298,852.21	
Granite Construction	$300,606.80	
Miller Paving	$331,028.00	

Slurry Seals

Morgan Pavement	***$63,537.00***	**(Recommended)**
M&M Asphalt	$71,900.66	
Intermountain Slurry Seal	$79,035.84	

Crack Sealing		
M&M Asphalt	**$66,990.00**	**(Recommended)**
Kilgore Paving	$69,696.03	
Morgan Pavement	$72,864.00	
Post Asphalt Paving	$125,400.00	
Utility Adjustments		
CTS Utilities	***$30,715.00***	**(Recommended)**
Staker & Parsons Co	$36,136.00	
Precision Manholes	$37,401.00	
Post Asphalt Paving	$41,690.00	
Sealcoat Trails		
Morgan Pavement	***$6,597.00***	**(Recommended)**
Wasatch Property Maintenance	$7,914.24	
Kilgore Paving	$8,368.58	
M&M Asphalt	$10,479.04	
Post Asphalt Paving	$13,190.40	
Micro Surfacing		
Morgan Pavement	***$18,940.00***	***(Recommended*)**
Geneva Rock Products	$32,362.89	
Intermountain Slurry Seal	$36,093.95	
Post Asphalt Paving	$40,555.00	

D. **Department Review**. Bids were reviewed by the Public Works Department and Legal Department.

E. ALTERNATIVES:

1. Accept the 2010 pavement management bids, approve awarding and authorize staff to enter into an agreement with the lowest qualified bidder.

(Staff Recommended)
1. **Kilgore Paving** for pavement overlays in the amount of $277,810.27.
2. **Morgan Pavement Maintenance** for slurry seals in the amount of $65,537.00.
3. **M&M Asphalt Services** for crack seal in the amount of $66,990.00.
4. **Morgan Pavement Maintenance** for trail Sealcoat sealing in the amount of $6,597.00
5. **Morgan Pavement Maintenance** for Micro Surfacing in the amount of $18,940.00.
6. **CTS Utilities** for utility adjustments in the amount not to exceed $30,715.00.

2. Change scope and re-bid the 2010 pavement management program.
(Staff does not recommend this alternative.)

3. Reject all bids.
(Staff does not recommend this alternative.)

SIGNIFICANT IMPACTS:
The pavement management plan is designed to maintain and improve Park City pavement quality. Approval of less than the recommended program will cause a decline of pavement quality.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: Failure to maintain an adequate pavement management program will increase maintenance costs in subsequent years and lower overall pavement quality.

RECOMMENDATION: Alternative A: Accept the 2010 Pavement Management bids and authorize staff to enter into an agreement with:

1. **Kilgore Paving** for pavement overlays in the amount of $277,810.27.
2. **Morgan Pavement Maintenance** for slurry seals in the amount of $65,537.00.
3. **M&M Asphalt Services** for crack seal in the amount of $66,990.00.
4. **Morgan Pavement Maintenance** for trail Sealcoat sealing in the amount of $6,597.00
5. **Morgan Pavement Maintenance** for Micro Surfacing in the amount of $18,940.00.
6. **CTS Utilities** for utility adjustments in the amount not to exceed $30,715.00.

In a form approved by the City Attorney.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of **May**, 2010, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and **KILGORE PAVING & MAINTENANCE**, 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 **Overlays - $277,810.27 (Two Hundred and Seventy Seven Thousand Eight Hundred and Ten Dollars and 27/100 Dollars)**.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on **September 2010** 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. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u>.

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. <u>SERVICE PROVIDER EMPLOYEE/AGENTS</u>.

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. <u>HOLD HARMLESS INDEMNIFICATION</u>.

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. <u>INSURANCE</u>.

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 four million dollars ($4,000,000) 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 two million dollars ($2,000,000) 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 million dollars ($1,000,000) combined single limit per occurrence.

D. 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

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. <u>TREATMENT OF ASSETS</u>.

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. <u>COMPLIANCE WITH LAWS</u>.

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.

C. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

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.

D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent system, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103

13. <u>CHANGES</u>.

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. <u>MAINTENANCE AND INSPECTION OF RECORDS</u>.

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 within 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

____
Thomas B. Bakaly, City Manager

Attest:

____
City Recorder's Office

Approved as to form:

____
City Attorney's Office

SERVICE PROVIDER:
KILGORE PAVING & MAINTENANCE
PO Box 189
Magna UT 84044
801-801-382-6575
801-382-6576 fax

Tax ID#: ______________________

____
Signature

____
Printed name

____
Title

STATE OF UTAH)
) ss.
COUNTY OF___________)

On this ____ day of ________________, 2010, 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

ADDENDUM "A"

SCOPE OF SERVICES

THE SCOPE OF SERVICES FOR
KILGORE PAVING & MAINTENANCE
ARE LOCATED AT THE END OF THIS CONTRACT.

ADDENDUM "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

BID SCHEDULE D

STREET & BIKE PATH OVERLAYS/MILLING

ITEM NO.	DISCRIPTION OF WORK	QUANTITY		UNIT COST	UNIT PRICE
1.	Overlay streets to conform with Specifications and depth required, delivering a finish product with ¾ inch aggregate asphalt concrete single lift applications.	3810	Tons	$ 60.96	$ 232,257.60
2.	Overlay paths to conform with specifications and depth required delivering a finished product with ½ inch aggregate asphalt concrete single lift applications.	154	Tons	$ 71.24	$ 10,970.96
3.	Rotomilling to conform with specifications and depth required delivering milling across roadway so that surface remaining has a consistent and continuous cross fall, longitudinally and transversely.	182,009	Sq Ft	$ 0.19	$ 34,581.71

BID SCHEDULE – D PRICE **TOTAL $** 277,810.27

NOTE: See Appendix A for Street & Bike Path Overlays/Milling.

1 **The quantities given are estimates for the purpose of comparing bids. Payment to the contractor will be made only for actual quantities of work preformed.**

2 **The streets may be uneven and require more or less tonnage to achieve a quality, smooth and compacted overlay.**

3 **Bidder is responsible for traffic control devices, signs, barricades, and flagger to be utilized in all locations work is being preformed.**

4 **Edge Milling**: (2") two-inches of existing asphalt feathered out to nothing seven feet (7') adjacent to each curb and across road intersections.
Profile Milling: The standard roadway cross slope is 2% down from crown to gutter line or edge of pavement. Cross slopes may be adjusted when it is necessary to provide smooth transition minimum of 2% and a maximum of 4%.

- **Park City Municipal reserves the right to add or delete quantities to meet budgeted amounts.**

BY: [signature] Date: 4/26/10
Print Name: Jason Kilgore Title: President
Company: Kilgore Paving & Maintenance

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BID BOND

Date Bond Executed April 26, 2010
Principal Kilgore Paving & Maintenance
Surety Safeco Insurance Company of America
Sum of Bond 5% of bid
Date of Bid April 26, 2010

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the Owner herein known as the obligee, in the sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated as shown above, for:
NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said principal shall execute a contract as specified and give construction bond to be approved by the obligee for the faithful performance thereof within ten days after being notified in writing of such contract to the principal, then this obligation shall be null and void. However, if said principal shall fail to execute a contract as specified and give full construction bond, approved by the obligee, within 10 days of being notified of award of contract, then this bond shall be forfeited in full to obligee.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Kilgore Paving & Maintenance
INDIVIDUAL OR PARTNERSHIP PRINCIPAL   Corporate Principal

7057 West 2100 South, West Valley, UT 84128
Business Address

By

President
Title

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Note: If cash, certified or cashier's check is used in lieu of bid bond, a certificate from an approved surety company guaranteeing execution of a full performance bond must accompany bid.

PO Box 57100, Salt Lake City, UT 84157
Business Address

Kim Payton | Attorney in Fact
By | Title

Kim Payton
Attorney-in-Fact

STATE OF UTAH)
) Salt Lake City, Utah
County of Salt Lake)

Kim Payton, being first duly sworn, on oath deposes and says that he is the Attorney-in-Fact of the above-named Surety Company, and that he is duly authorized to execute and deliver the foregoing obligations; that said company is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings, and obligations.

Subscribed and sworn to before me this 26th day of April 2010.

Kim Payton
Attorney-in-Fact

My Commission Expires Sept 17, 2010

Notary Public

MICHAEL J WADE
Notary Public, State of Utah
Commission # 575899
My Commission Expires
September 17, 2012

APPROVED AS TO FORM:

Assistant City Attorney

28

Liberty Mutual.

POWER
OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 13273

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

***************ALAN LORD; KIM PAYTON; BRIAN RUECKERT; JOHN SCHLICHTE; MICHAEL WADE; DEILA ZEEH; Salt Lake City, UT***

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March, 2009.

Dexter R. Legg

Dexter R. Legg, Secretary

T A Mikolajewski

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA:**

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,
(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg , Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 20th day of April, 2010.

SAFECO INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1953 STATE OF WASHINGTON

GENERAL INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1923 State of Washington

Dexter R. Legg

Dexter R. Legg, Secretary

S-0974/DS 3/09

WEB PDF

BID PROPOSAL

To the Owner

The undersigned states and warrants that Contractor has carefully examined the plans, specifications, form of contract, form of bond, instructions and other contract papers relating to the construction for which this proposal is made, and that Contractor has examined the site of the work and has given attention to and carefully considered all of the matters which affect the nature and the cost of construction and its several parts.

If this proposal as given on the attached Bid Schedule is accepted, the undersigned will, within ten (10) days after notice thereof, in writing, by the owner, furnish a construction bond in accordance with the form of bond herewith attached, for the full amount of the total bid price, correctly computed from the unit prices bid, and executed in favor of the Owner by Presidio surety, whose address is
and will sign and execute the accompanying form of construction contract.

Name of Bidder, Construction Contractor: Kilgore Paving & Maintenance

Contractor State & License No.: 4757588-5501

Signature of Representative: [signature]

Position of Representative: President

Bidder's Mailing Address: PO Box 189, Magna, UT 84044

Bidder's Street Address: 7057 West 2100 S

City, State, & Zip Code: Salt Lake City, UT 84128

Phone/Fax (801) 382-6575 Fax (801) 382-6576

__________ Signature Acknowledging Receipt of:

Amendment No. 1 __________
Amendment No. 2. __________
Amendment No. 3. __________

Date 4/26/10

A bid may be considered invalid if the Bidder fails to completely fill out and sign both the Bid Proposal and proper Bid Schedule.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this __May__ day of _____________, 2010, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and **MORGAN PAVEMENT MAINTENANCE**, 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:
Slurry Seals - $65,537.00 (Sixty Five Thousand Five Hundred and Thirty Seven Dollars).
Sealcoat Sealing - $6,597.00 (Six Thousand Five Hundred and Ninety Seven Dollars).
Micro Surfacing - $18,940.00 (Eighteen Thousand Nine Hundred and Forty Dollars).

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on __________________________ 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 four million dollars ($4,000,000) 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 two million dollars ($2,000,000) 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 million dollars ($1,000,000) combined single limit per occurrence.

D. 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

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.

C. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

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.

D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent system, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103

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 within 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. <u>ENTIRE AGREEMENT</u>.

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

____
Thomas B. Bakaly, City Manager

Attest:

____
City Recorder's Office

Approved as to form:

____
City Attorney's Office

SERVICE PROVIDER
Morgan Pavement Maintenance
PO Box 190
Clearfield UT 84015
801-544-5947
801-416-8061 Fax

Tax ID#: ________________________

____
Signature

____
Printed name

____
Title

STATE OF UTAH)
) ss.
COUNTY OF ___________)

On this ____ day of ________________, 2010, 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

ADDENDUM "A"

SCOPE OF SERVICES

THE SCOPE OF SERVICES FOR ***MORGAN PAVEMENT MAINTENANCE*** ARE LOCATED AT THE END OF THIS CONTRACT.

ADDENDUM "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

BID PROPOSAL

To the Owner

The undersigned states and warrants that Contractor has carefully examined the plans, specifications, form of contract, form of bond, instructions and other contract papers relating to the construction for which this proposal is made, and that Contractor has examined the site of the work and has given attention to and carefully considered all of the matters which affect the nature and the cost of construction and its several parts.

If this proposal as given on the attached Bid Schedule is accepted, the undersigned will, within ten (10) days after notice thereof, in writing, by the owner, furnish a construction bond in accordance with the form of bond herewith attached, for the full amount of the total bid price, correctly computed from the unit prices bid, and executed in favor of the Owner by The Guarantee Co. of North America USA surety, whose address is 706 S. Parkway Dr., NSL, UT 84054 and will sign and execute the accompanying form of construction contract.

Name of Bidder, Construction Contractor: MORGAN PAVEMENT

Contractor State & License No.: 269128-5501

Signature of Representative: [signature]

Position of Representative: ESTIMATOR

Bidder's Mailing Address: P.O. BOX 190

Bidder's Street Address: 625 S. MAIN ST.

City, State, & Zip Code: CLEARFIELD, UT 84089

Phone/Fax Ph: 801.544.5947 FAX: 801-416.8061

[signature] Signature Acknowledging Receipt of:

Amendment No. 1 ____________
Amendment No. 2. ____________
Amendment No. 3. ____________

Date 4/26/2010

A bid may be considered invalid if the Bidder fails to completely fill out and sign both the Bid Proposal and proper Bid Schedule.

BID SCHEDULE A

SLURRY SEAL 2010

In compliance with Park City Design Standards, Construction Specification and Standards Slurry seal work shall consist Type II Slurry Seal coating. Protecting crosswalks, meter lids, survey monuments etc. by covering prior to installation of slurry. Cleaning, drying and sealing with material outlined as above.

ITEM NO.	DISCRIPTION OF WORK	QUANITY	UNIT COST	PRICE
1.	Slurry Sealing Streets Type II	54,886 S.Y.	$ 1.158	$ 63,537.00

BID SCHEDULE – A

Note: See Appendix A for schedule of Slurry Seals.

1. **All slurry seals areas with striping or crossings shall be marked for future striping to be completed by owner.**
2. **All water, meter, and survey lids shall be protected from slurry prior to application. Protection covers shall be removed when slurry is dry.**
3. **All adjacent homeowners / business shall receive two notices of work to be completed. A seven day advanced notice followed by a 24 hour notice.**
4. **All traffic control is to be supplied by contractor such as signs and flaggers to be utilized in all locations work is being performed.**
5. **All slurry seal coat will contain a minimum of 3% LMCQS-1H.**

*** Park City Municipal reserves the right to add or delete quantities to meet budgeted amounts.**

BY: [signature] Date: 4/26/2010

Print Name: TRES SMITH Title: ESTIMATOR

Company: Morgan Pavement Maintenance
P.O. Box 190
Clearfield, UT 84015

BID SCHEDULE B

SEALCOATING 2010

In compliance with Park City Design Standards, Construction Specification and Standards Seal Coating work shall consist of Sealer Seal Coating. Protecting crosswalks, meter lids, survey monuments etc. by covering prior to installation of slurry. Cleaning, drying and sealing with material outlined as above.

ITEM NO.	DISCRIPTION OF WORK	QUANITY	UNIT COST	PRICE
1.	Seal Coating Trails	7,328 S.Y.	$ 0.927	$ 6597.00

BID SCHEDULE – B

Note: See Appendix A for schedule of Seal Coating.

1. **All Seal Coating areas with striping or crossings shall be marked for future striping to be completed by owner.**
2. **All water, meter, and survey lids shall be protected from slurry prior to application. Protection covers shall be removed when Seal Coating is dry.**
3. **All adjacent homeowners / business shall receive two notices of work to be completed. A seven day advanced notice followed by a 24 hour notice.**
4. **All traffic control is to be supplied by contractor such as signs and flaggers to be utilized in all locations work is being performed.**

*** Park City Municipal reserves the right to add or delete quantities to meet budgeted amounts.**

BY: [signature] Date: 4/26/2010

Print Name: TREG SMITH Title: ESTIMATOR

Company: Morgan Pavement Maintenance
P.O. Box 190
Clearfield, UT 84015

BID SCHEDULE C

MICRO SURFACING 2010

In compliance with Park City Design Standards, Construction Specification and Standards Micro Surfacing work shall consist of Micro Surfacing coating. Protecting crosswalks, meter lids, survey monuments etc. by covering prior to installation of slurry. Cleaning, drying and sealing with material outlined as above.

ITEM NO.	DISCRIPTION OF WORK	QUANITY	UNIT COST	PRICE
1.	Micro Surfacing	8,111 S.Y.	$ 2.335	$ 18,940.00

BID SCHEDULE – C

Note: See Appendix A for schedule of Micro Surfacing.

1. **All Micro Surfacing areas with striping or crossings shall be marked for future striping to be completed by owner.**
2. **All water, meter, and survey lids shall be protected from Micro-Seal prior to application. Protection covers shall be removed when Micro Surfacing is dry.**
3. **All adjacent homeowners / business shall receive two notices of work to be completed. A seven day advanced notice followed by a 24 hour notice.**
4. **All traffic control is to be supplied by contractor such as signs and flaggers to be utilized in all locations work is being performed**

*** Park City Municipal reserves the right to add or delete quantities to meet budgeted amounts.**

BY: [signature]

Date: 4/26/2010

Print Name: TRES SMITH

Title: ESTIMATOR

Company: Morgan Pavement Maintenance
P.O. Box 190
Clearfield, UT 84015

BID BOND

Date Bond Executed April 26, 2010
Principal Morgan Pavement Maintenance
Surety The Guarantee Company of North America, USA
Sum of Bond Five Percent of Bid
Date of Bid April 26, 2010

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the Owner herein known as the obligee, in the sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated as shown above, for:
NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said principal shall execute a contract as specified and give construction bond to be approved by the obligee for the faithful performance thereof within ten days after being notified in writing of such contract to the principal, then this obligation shall be null and void. However, if said principal shall fail to execute a contract as specified and give full construction bond, approved by the obligee, within 10 days of being notified of award of contract, then this bond shall be forfeited in full to obligee.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

INDIVIDUAL OR PARTNERSHIP PRINCIPAL	Morgan Pavement Maintenance Corporate Principal

645 South Main Street, Clearfield, UT 84015
Business Address

T C Baumm
By

Corp Sec/CFO
Title

27

Note: If cash, certified or cashier's check is used in lieu of bid bond, a certificate from an approved surety company guaranteeing execution of a full performance bond must accompany bid.

706 S. Parkway Dr., NSL, UT 84054
Business Address

Todd Chapman — Attorney in Fact
By — Title

The Guarantee Company of North America, USA

Todd Chapman
Attorney-in-Fact

STATE OF UTAH)
) Salt Lake City, Utah
County of Davis)

Todd Chapman, being first duly sworn, on oath deposes and says that he is the Attorney-in-Fact of the above-named Surety Company, and that he is duly authorized to execute and deliver the foregoing obligations; that said company is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings, and obligations.

Subscribed and sworn to before me this 26 day of April, 2010.

Todd Chapman
Attorney-in-Fact

My Commission Expires July 6, 2010

Notary Public Deborah E Cowdin

Notary Public
DEBORAH E COWDIN
COMMISSION # 579392
My Commission Expires
July 6, 2013
STATE OF UTAH

APPROVED AS TO FORM:

Assistant City Attorney

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Todd Chapman, Keller Jensen
Fortress Insurance Agency, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and

2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below

3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 20th day of October, 2008.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen Dullard, Vice President | **Randall Musselman, Secretary**

STATE OF MICHIGAN
County of Oakland

On this 20th day of October, 2008 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 26 day of April , 200

Randall Musselman, Secretary

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of **May**, 2010, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and **M & M ASPHALT SERVICES**, 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 **Crack Seal - $ 66,990.00 (Sixty Six Thousand Nine Hundred and Ninety Nine Dollars).**

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on September 2010 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. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u>.

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. <u>SERVICE PROVIDER EMPLOYEE/AGENTS</u>.

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. <u>HOLD HARMLESS INDEMNIFICATION</u>.

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. <u>INSURANCE</u>.

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 four million dollars ($4,000,000) 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 two million dollars ($2,000,000) 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 million dollars ($1,000,000) combined single limit per occurrence.

D. 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

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.

C. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

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.

D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent system, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103

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 within 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

____
Thomas B. Bakaly, City Manager

Attest:

____
City Recorder's Office

Approved as to form:

____
City Attorney's Office

SERVICE PROVIDER
M & M ASPHALT SERVICES
5464 West Leo Park Road
West Jordan, UT 84088
801-280-9400

Tax ID#: ______________________

____
Signature

____
Printed name

____
Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of ________________, 20__, 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

ADDENDUM "A"

SCOPE OF SERVICES

THE SCOPE OF SERVICES FOR
M&M ASPHALT SERVICES
ARE LOCATED AT THE END OF THIS CONTRACT.

ADDENDUM "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

BID SCHEDULE F

CRACK SEAL 2010

In compliance with Park City Design Standards, Construction Specification and Standards Drawings Section 551and general guidelines to bidders. Crack seal work shall consist of routing, cleaning and drying cracks and sealing them with material outlined as above.

ITEM NO.	DISCRIPTION OF WORK	TONS	UNIT PRICE PER TON
1.	Crack Sealing streets/Paths	33	$ 2030.00

BID SCHEDULE – F

Note: See Appendix A for schedule of Crack Seals.

1. **All new cracks .125 inch or grater are to be routed a minimum of .50 inch wide and .75 inch deep prior to application of crack seal.**
2. **All traffic control is to be supplied by contractor such as signs and flaggers to be utilized in all locations work is being performed.**
3. **Cost of crack seal including routing, blowing , drying and cleaning per ton $** 2030.00

***Park City Municipal reserves the right to add or delete quantities to meet budgeted amounts.**

BY: [signature]　　　　Date: 23 APRIL 2010

Print Name: JASON M. CAMPBELL　　　　Title: ESTIMATOR

Company: M&M ASPHALT SERVICES

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I.C.W. GROUP
☐ INSURANCE COMPANY OF THE WEST
☐ EXPLORER INSURANCE COMPANY
☐ INDEPENDENCE CASUALTY AND SURETY COMPANY
11455 EL CAMINO REAL, SAN DIEGO, CA 92130-2045
P.O. BOX 85563, SAN DIEGO, CA 92186-5563
(858) 350-2400 FAX (858) 350-2707
www.icwgroup.com

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, M&M Asphalt Services, Inc. as Principal, hereinafter called the Principal, and Insurance Company of the West a corporation duly organized under the laws of the state of California as Surety, hereinafter called the Surety, are held and firmly bound unto Park City as Obligee, hereinafter called the Obligee, in the sum of Five Percent of bid Dollars ($5% of bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Pavement Maintenance 2010

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 26th day of April, 2010.

Chelsie A. Mills
(Witness)

(Principal) (Seal)

ESTIMATOR
(Title)

(Witness)

Insurance Company of the West
(Surety) (Seal)

Kim Payton
Kim Payton
Attorney-In-Fact

No. 0005161

ICW GROUP
Power of Attorney
Insurance Company of the West
Explorer Insurance Company **Independence Casualty and Surety Company**

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, Explorer Insurance Company, a Corporation duly organized under the laws of the State of California, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

BRIAN RUECKERT, JOHN SCHLICHTE, VICKI KOONTZ, MICHAEL WADE, DEILA ZEEH, KIM PAYTON, ALAN LORD

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 2nd day of January, 2008.

INSURANCE COMPANY OF THE WEST
EXPLORER INSURANCE COMPANY
INDEPENDENCE CASUALTY AND SURETY COMPANY

Jeffrey D. Sweeney, Assistant Secretary

J. Douglas Browne, Senior Vice President

State of California } ss.

County of San Diego

On May 21, 2009, before me, JoAnn Pache, Notary Public, personally appeared J. Douglas Browne and Jeffrey D. Sweeney, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

JOANN PACHE
COMM. #1846804
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires
APRIL 30, 2013

JoAnn Pache, Notary Public

RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

CERTIFICATE

I, the undersigned, Assistant Secretary of Insurance Company of the West, Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 26th day of April, 2010.

Jeffrey D. Sweeney, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of **__May__**, 2010, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and **CTS UTILITIES, LLC**, 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 **Utility Adjustments - $30, 715.00 (Thirty Thousand Seven Hundred and Fifteen Dollars).**

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on **September 2010** 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. <u>INSURANCE</u>.

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 four million dollars ($4,000,000) 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 two million dollars ($2,000,000) 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 million dollars ($1,000,000) combined single limit per occurrence.

D. 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

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.

C. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

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.

D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent system, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103

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 within 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

____
Thomas B. Bakaly, City Manager

Attest:

____
City Recorder's Office

Approved as to form:

____
City Attorney's Office

SERVICE PROVIDER
CTS UTILITIES LLC
PO Box 962
Pleasant Grove, UT 84062
801-361-1989
801-785-8392 fax

Tax ID#: ________________________

____
Signature

____
Printed name

____
Title

STATE OF UTAH)
) ss.
COUNTY OF ___________)

On this ____ day of ________________, 2010, 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

ADDENDUM "A"

SCOPE OF SERVICES

THE SCOPE OF SERVICES FOR
CTS UTILITIES, LLC
ARE LOCATED AT THE END OF THIS CONTRACT.

ADDENDUM "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

CTS Utilities, LLC
"The Utility Access Adjustment Specialists"
PO Box 962
1066 North 300 East
Pleasant Grove, UT 84062

Estimate

DATE	ESTIMATE NO.
4/21/2010	371

NAME / ADDRESS	Ship To
Park City Municipal Corporation Public Works 1053 Iron Horse Drive PO box 1480 Park City, UT 84060	

P.O. NO.	TERMS	DUE DATE	PROJECT
	Net 30	5/21/2010	Utility Adjustments ...

DESCRIPTION	QTY	COST	TOTAL
Lower Manhole Cover Prior to Milling. Patch w/Asphalt	19	150.00	2,850.00
Lower Valve Box Prior to Milling. Patch w/ Asphalt	14	125.00	1,750.00
Lower Survey monument Prior to Milling	5	125.00	625.00
Adjust Manhole w/Asphalt Collar to Grade After Pavement Overlay w/New Concrete Collar (6" Depth or less)	41	450.00	18,450.00
Adjust Water Valve Box w/Asphalt Collar to Grade After Pavement Overlay w/New Concrete Collar	23	250.00	5,750.00
Adjust Survey Monument to Grade	5	250.00	1,250.00
6" Concrete Riser Ring	1	40.00	40.00
TOTAL			$30,715.00

Standard Services Include Invert Protection, Vacuuming and Flushing of all Valve Boxes, Survey Monuments, Manholes and inverts, Sweeping of Street, Removal of all Debris, Steel Plates if necessary.

Phone #	Fax #	E-mail
801 362-1989	801 785-8392	ctsutilities@msn.com

SIGNATURE ____________________

BID SCHEDULE E

UTILITY ADJUSTMENTS 2010

Lower and /or raise manholes, monument markers and water valves in compliance with Park City Design Standards, Construction Specifications and Standard Drawings Section 551, placement and adjustment of new and existing utility structures to finish grade and Snyderville Basin Water Reclamation District Construction Specification for manholes.

ITEM NO.	DISCRIPTION OF WORK	UNIT COST	UNIT PRICE
1.	Lowering manhole	Each	$ 150.00
2.	Lowering water valve	Each	$ 125.00
3.	Lowering monument	Each	$ 125.00
4.	Raising manhole	Each	$ 450.00
5.	Raising water valve	Each	$ 250.00
6.	Raising monument	Each	$ 250.00
7.	Unit cost per grade ring	Each	$ 40.00

BID SCHEDULE – E
Note: See Appendix A for schedule of Utility Adjustments.

1. Prior to milling verify alignment of all valve boxes and manholes. Submit list of needed repairs and related costs to realign and repair all valve boxes as needed.

2. All approved realignments or repairs shall be completed prior to paving. Only height adjustments are required after paving.

3. All grade rings and joints and housings are to be sealed.

4. Flowable fill to be used on adjustment of two of more rings.

5. All adjustments are to be set .50 inches below finish grade.

6. Grade ring shall be concrete and will de furnished by contractor.

7. All manhole inverts, valves and monuments shall be washed and vacuumed upon completion of each adjustment.

8. Bidder is responsible for traffic control devices, signs, barricades and steel plates where necessary.

*** Park City Municipal reserves the right to add or delete quantities to meet budgeted amounts.**

BY: Chris Sondrup   Date: 4/21/2010

Print Name: Chris Sondrup   Title: Member

Company: CTS Utilities LLC

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BID PROPOSAL

To the Owner

The undersigned states and warrants that Contractor has carefully examined the plans, specifications, form of contract, form of bond, instructions and other contract papers relating to the construction for which this proposal is made, and that Contractor has examined the site of the work and has given attention to and carefully considered all of the matters which affect the nature and the cost of construction and its several parts.

If this proposal as given on the attached Bid Schedule is accepted, the undersigned will, within ten (10) days after notice thereof, in writing, by the owner, furnish a construction bond in accordance with the form of bond herewith attached, for the full amount of the total bid price, correctly computed from the unit prices bid, and executed in favor of the Owner by Western Surety Company Surety, whose address is Sioux Falls SD and will sign and execute the accompanying form of construction contract.

Name of Bidder, Construction Contractor: CTS Utilities LLC

Contractor State & License No.: UT 5983154-5501

Signature of Representative: [signature]

Position of Representative: Member / Qualifier

Bidder's Mailing Address: PO Box 962 Pleasant Grove UT 84062

Bidder's Street Address: 1066 N 300 E Pleasant Grove UT 84062

City, State, & Zip Code: Pleasant Grove UT 84062

Phone/Fax 801 362-1989 / 801 785-8392

____________________Signature Acknowledging Receipt of:

Amendment No. 1 ________________
Amendment No. 2.________________
Amendment No. 3.________________

Date ________________

A bid may be considered invalid if the Bidder fails to completely fill out and sign both the Bid Proposal and proper Bid Schedule.

Bond #70917231 **BID BOND**

Date Bond Executed 4/22/2010
Principal CTS Utilities
Surety CNA Surety
Sum of Bond $30,715.00
Date of Bid 4/23/2010

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the Owner herein known as the obligee, in the sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated as shown above, for:
NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said principal shall execute a contract as specified and give construction bond to be approved by the obligee for the faithful performance thereof within ten days after being notified in writing of such contract to the principal, then this obligation shall be null and void. However, if said principal shall fail to execute a contract as specified and give full construction bond, approved by the obligee, within 10 days of being notified of award of contract, then this bond shall be forfeited in full to obligee.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Cts Utilities LLC member

INDIVIDUAL OR PARTNERSHIP PRINCIPAL — Corporate Principal

PO Box 962

Business Address

By

Member

Title

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Note: If cash, certified or cashier's check is used in lieu of bid bond, a certificate from an approved surety company guaranteeing execution of a full performance bond must accompany bid.

____
Business Address

____
By Title

____

____
Attorney-in-Fact

STATE OF UTAH)
) Salt Lake City, Utah
County of Utah)

Carol Dunlop, being first duly sworn, on oath deposes and says that he is the Attorney-in-Fact of the above-named Surety Company, and that he is duly authorized to execute and deliver the foregoing obligations; that said company is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings, and obligations.

Subscribed and sworn to before me this 22 day of April, 2010.

Carol Dunlop
Attorney-in-Fact

RICHARD G. FOOTE
NOTARY PUBLIC-STATE OF UTAH
305 NORTH 200 WEST
PROVO, UTAH 84603
COMM. EXP. 4-23-2011

My Commission Expires 4-23-2011

Notary Public Richard G. Foote

APPROVED AS TO FORM:

____
Assistant City Attorney

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 70917231

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint CAROL DUNLOP

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: C T S Utilities, LLC

Obligee: Park City Municipal Corporation

Amount: $500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of July 26, 2010, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 26th day of April, 2010.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 26th day of April, in the year 2010, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

D. KRELL
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

D. Krell

Notary Public - South Dakota

My Commission Expires November 30, 2012

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 26th day of April, 2010.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

Form F5306-9-2006

ACKNOWLEDGMENT OF SURETY
(Attorney-in-Fact)

STATE OF Utah
COUNTY OF Utah } ss

Bond No. 70917231

On this 23 day of APRIL, 2010, before me, a notary public in and for said County, personally appeared CAROL DUNLOP to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said CAROL DUNLOP acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Provo, Utah, the day and year last above written.

My commission expires 4-23-2010

Richard G. Foote
Notary Public

Form 108-4-2000

RICHARD G. FOOTE
NOTARY PUBLIC • STATE OF UTAH
305 NORTH 200 WEST
PROVO, UTAH 84603
COMM. EXP. 4-23-2011

CTS Utilities, LLC
"The Utility Access Adjustment Specialists"
PO Box 962 * Pleasant Grove UT 84062
801 362-1989 * Fax 801 785-8392

Park City Utility Adjustments 2010

Proposed Workweek

1. We will work 7:00 AM until 4:00 PM Monday through Friday with the exceptions of the required NO WORK periods from the City. We reserve the option for Saturday work. We will complete our portion of project within 2 weeks of paving, unless problems beyond our control prevent us from completion.
2. We will proceed in the order the milling and paving contractor progresses.

Equipment List

1 Dump Truck, 1 Equipment Trailer, Skid Steer with Various attachments including breaker, Drill, Buckets, Sweeper.
1 Service truck, 1 vacuum trailer for cleaning/ flushing, misc. hand and power tools,
1 Pickup truck, 1 Core drill machine

Labor List

3 Drivers, 1 Equipment operator, 3 Laborers

Billing Schedule

1 We will bill after lowering for mill along with any additional approved repairs.
2 We will bill for completed contract.

There will only be 2 billings

City Council
Staff Report

Subject:	**Ridge Avenue Water Line Extension Project Construction Agreement**
Author:	**Matthew D. Cassel, P.E., City Engineer**
Date:	**May 20, 2010**
Type of Item:	**Administrative**

Summary Recommendations:
The City Council should authorize the City Manager to execute a construction agreement for the construction of the Ridge Avenue Water Line Extension with Scott Schofield Construction, Inc. in a form approved by the City Attorney and in an amount not to exceed $28,905.

Topic/Description:
This contract with Scott Schofield Construction, Inc. is for extension of the existing waterline from the intersection of King Road and Ridge Avenue up to the bend in Ridge Avenue. The funding for this project will be provided from Water Department funds.

Background:
The home addition at 147 Ridge Avenue has been under construction since October 22, 2009. This existing property is serviced by a shallow water service line that has a tendency to freeze during the winter months. Over the years, City staff has notified the owners of their water service issues and recommended that they allow water to run throughout the winter months to keep if from freezing. The section of the service line that is deteriorated is on the City's side of the water meter and thus the City's responsibility to maintain.

The issue of replacing water service lines has come before City Council before, specifically during the August 16, 2007 City Council work session concerning 86 Prospect Street. The consensus was that issues related to water lines between mains and the meter are the city's responsibility.

With anticipated development to occur on the downhill side of Ridge Avenue, the Water Department opted to extend a six (6) inch waterline up from King Avenue instead of running just a two (2) inch water service line.

Analysis:
City staff advertised to obtain competitive bids for the Ridge Avenue Water Line Extension Project. Three contractors were sent the bid package including Scott Schofield Construction, Extreme Excavating & Landscaping and Byer Excavating. Additionally, the bid package was posted on the City's RFP website. Bids were received on April 30, 2010. Only two bids were received.

COMPANY	**BID AMOUNT**
Scott Schofield Construction, Inc.	**$28,905.00**
Extreme Excavating & Landscaping, Inc.	**$32,500.00**

All bids submitted were reviewed and compliant with the terms of the Contract Documents.

Department Review:
This report has been reviewed by Water Department, Legal, and the City Manager's office. All issues have been resolved.

Alternatives:

A. Approve the Request:
This is the staff's recommendation.

B. Deny the Request:
This would make it impossible to complete the water line extension construction in a timely manner.

C. Continue the Item:
If the Council needs more information the item can be continued, but this would probably impact the contractor's ability to complete the water line extension construction in a timely manner.

D. Do Nothing:
This option would make it impossible to complete the construction of the water line extension in a timely manner.

Significant Impacts:
The construction of the water line extension will require a partial or possibly full road closure of Ridge Avenue. The construction is anticipated to take two weeks but the road should only be partially or fully closed for no more than one week. The partial or full road closure will impact only one resident from easily accessing their property. City staff will work with this resident to minimize the impacts of construction.

Consequences of not taking the recommended action:
Not commencing with the construction contract now would delay these necessary water facilities.

Recommendation:
The City Council should authorize the City Manager to execute a construction agreement for the construction of the Ridge Avenue Water Line Extension with Scott Schofield Construction, Inc. in a form approved by the City Attorney and in an amount not to exceed $28,905.

Exhibit – Construction Contract
August 16, 2007 City Council Meeting Minutes

emphasized that it is not his intention to modify the budget, but some new green elements may surface which may eventually be included.

Mr. Bakaly stated that Council would be adding about $50,000 to a $6.2 budget, and staff will prioritize green building initiatives based on return. If there is potential for a budget increase, staff will return to the City Council for direction. He added that the $50,000 from the police facility would definitely secure the silver LEED level but there is a pretty significant gap between gold and silver. Alison Butz confirmed that the main goal is to look at the bottom line of the 4% and spend it wisely, rather than focus on collecting points.

Roger Harlan strongly emphasized the importance that the City prudently spends public funds and sensed that the LEED program is "*wonderful*" but a little "*wacko"*. He expressed confidence in staff's analysis as elements of the project are refined. Money is important to him as well as staying within the budgeted amount. Mayor Williams acknowledged the significant progress the City is making with regard to green building and Jim Hier reiterated that if pursuing the plaque saves staff time in monitoring aspects of the project, it may be worthwhile considering. If it doesn't, he is not favor in acquiring the plaque. Roger Harlan agreed. Marianne Cone expressed that an award from Energy Star is more meaningful to her than LEED.

3. Prospect Avenue water line. As the home owner of 86 Prospect Street, Council member Cone excused herself from this portion of the meeting. Eric DeHaan introduced the topic and explained that the reconstruction of Prospect Street was a cooperative effort with Questar, Snyderville Basin Reclamation District, and the City. There were a number of utility issues on this very narrow street where the entire water system was replaced, and storm drain lines and utility conduits were installed. He relayed that last winter brought a cold snap in very dry weather with little snow. Snow acts as insulation and Park City along with other high altitude cities experienced a series of freezing water lines. Heber City actually had its main water line freeze last winter.

Mr. DeHaan noted that within the Prospect/Chambers project area, four water services froze out of a total of 22, including 86 Prospect Street owned by David Chaplin and Marianne Cone. Unfortunately there is no easy fix and nothing is broken. The hook-up at 86 Prospect is identical to thousands of other connections in the Park City system. He explained that the City recommends running a 1/8" water drip from a tap during cold temperatures so that the service lateral remains clear. With regard to the concern of wasting water, Mr. DeHaan explained that water would be wasted if that water could be saved for summertime use. Our water system doesn't have a reservoir providing for water storage. Running water in high elevations has typically been the solution for frozen water lines because it is relatively simple and cheap and doesn't waste a resource. Staff has elected not to make repairs to the service at 86 Prospect although the City assisted in burying a water lateral at 44 Prospect Street because it was only 18" from the surface.

Mr. DeHaan relayed that it is possible to undertake a project to reconstruct the four water lines which froze last year which is expensive because of buried utilities, and has the potential of setting a precedent. Option B in the staff report recommends replacing the lateral only at 86 Prospect. There is a option to cost-share the project with the owner(s) and another recommendation to wait until spring to evaluate whether the '06-'07 winter and associated frozen water pipes were unique to the unusual weather. The City Engineer reiterated that staff's recommendation is to run water to solve the freezing problem. Mayor Williams pointed out that if water is run from the tap all winter, how can the problem be fully realized by waiting until next spring. Mr. DeHaan indicated that freezing patterns at adjacent properties will be telling and Kathy Lundborg added that a list of 38 properties with a history of frozen pipes is maintained by the City and those households are asked to run water in the winter. Last year, 106 customers reported frozen pipes and there are probably more properties not reporting the problem.

The Mayor understood that the City is responsible from the main to the meter and the home owner from the meter to the house and Eric DeHaan confirmed that the problem at 86 Prospect is from the main to the meter. There was discussion about running water from a tap or from specialty valves. He indicated that old plumbing leaks which helps eliminate freezing, which was probably the case on Prospect before the project. Joe Kernan supported the City covering the cost of installing a plumbing device in these instances and Ms. Lundborg advised that it is likely that each household is different.

Roger Harlan pointed out that four failed and the other 18 Prospect Avenue properties experienced no problems. Because it is the City's responsibility to maintain service from the main to the meter, he supports remedying the situation. The City Engineer stated that staff doesn't know why the four lines froze. He emphasized that other communities like Heber and Oakley experienced the same problems last winter.

David Chaplin, 86 Prospect Avenue, explained that he is not asking that the City repair a water line on his property, but requesting that the City change out the water equipment installed in 2006 as a part of the reconstruction project. In the 1970s he explained that his pipes froze on a regular basis until the water connection was lowered considerably which proved to be effective. On January 31, 2007 his neighbor's pipes froze but were thawed by the Water Department. The Department connected a hose from the fire hydrant to his water meter, spanning approximately 50 feet and residents were advised to run a 1/8" stream at all times. Freezing continued because the hose was exposed and property owners were encouraged to run a stronger stream of water. Mr. Chaplin stated that running one gallon per minute down a drain concerns him despite the water storage argument. His house was built in 1906 and running water can be clearly heard throughout the wooden structure at any level; it's inescapable. The suggestion to endure the nuisance for several months a year is inappropriate. Mr. Chaplin pointed out that he appreciates 99% of the reconstruction project, but strongly feels that the freezing problem should be rectified by the City.

Joe Kernan expressed that he is not supportive of replacing water equipment at $10,000 per household for four connections and asked for information on noise from run-off valves. In response to a question from Jim Hier about the pre-existing list of freezing water lines, Ms. Lundborg relayed that 12 are on the City's side and six are on the customer's side.

The Mayor felt the letter sent to Prospect residents was inappropriate and he didn't felt that residents should have to cost-share solutions. It is the City's problem. He understands freezing occurs from time to time, but if it is a continuing issue between the meter and the main, it is the City's responsibility. Roger Harlan agreed but expressed confusion about the majority of the street not being impacted. Jim Hier suggested exploring other solutions like installing heat tape to avoid digging up equipment. Mayor Williams confirmed consensus that responsibility between the main and the meter is the City's. Tom Bakaly advised that it is too late to tear up the street to replace the water equipment and running water may be the only solution this winter season. Jim Hier suggested trying some things like installing heat tape as an interim solution.

4. Review of regular meeting. There was no time available to review regular meeting items.

Prepared by Janet M. Scott, City Recorder

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____________, 2009, 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 SCOTT SCHOFIELD CONSTRUCTION, INC., 3100 Pinebrook Road, Suite 2200, Park City, Utah 84098, which is a (*check one*) ___ corporation ___ partnership _X_ sole proprietorship ___ limited liability company (hereinafter "Contractor").

PURPOSE: For the project known as the Ridge Avenue Water Line Extension (hereinafter "Project"), which consists of extending a 6" water line from King Road up Ridge Avenue..

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 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 Engineering 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.

If written approval is granted to subcontract a part of this contract the Contractor shall require each subcontractor that physically performs services within Utah to submit an affidavit to the Contractor stating that the subcontractor has used E-

Verify, or equivalent program, to verify the employment status of each new employee.

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 material men 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, material men, 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 Park City Municipal Corporation 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

Park City Municipal Corporation 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 Certificate of Insurance shall contain a provision that states that the City shall be given thirty (30) days written notice of cancellation.

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 **twenty eight thousand, five hundred nine dollars and no cents, $28,905** ("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 within three weeks after the Notice to Proceed. 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.

SECTION 21. CONSTRUCTION MANAGEMENT PLANS. 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.

<u>SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED</u>.

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.

A. The Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.

B. The Contractor shall register and participate in E-Verify, or equivalent program. The Contractor agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah.

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 Matthew Cassel, 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: Scott Schofield, 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.

PARK CITY MUNICIPAL CORPORATION

____
Thomas B. Bakaly, City Manager

ATTEST:

____
City Recorder’s Office

APPROVED AS TO FORM:

____
City Attorney's Office

CONTRACTOR
Address
Address
Address

____
Signator, Title

____
Utah Contract License No.

Corporate Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of ________________, 2009, personally appeared before me (signator), 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 (Contractor business name) by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged to me that said Corporation executed the same.

____
Notary Public

City Council
Staff Report

Subject: Street Dining on Main
Author: Francisco Astorga
Thomas Eddington, Jr. A.I.C.P
Department: Planning
Date: May 20, 2010
Type of Item: Administrative

Summary Recommendations:

Consider approving a lease of City property/right-of-way for Cisero's Ristorante, located at 306 Main Street, and Bistro 412, located at 412 Main Street so that they can have on street dining.

Topic/Description:

Steve McComb, owner of Cisero's Ristorante and Bistro 412, proposes to build two (2) temporary street dining decks on Main Street. Street dining decks would only be allowed from Memorial Day to Labor Day. The proposed decks are nine feet (9') wide by the linear frontage of the building on Main Street (Exhibit A). The decks take the space of the parallel parking spaces on the street.

Background:

Section 15-2.6-12 of the Land Management Code (LMC) allows Outdoor Dining on "leased public property" as an Administrative Conditional Use Permit.

Analysis:

Any seasonal lease the City enters would: regulate the time and duration of the use, provide for consistency in look and materials, ensure the aesthetic value of the Historic District by preventing visual clutter, prevent conflicts with Special Events/Master Festival Licenses, mitigate for conflicting uses in the public right-of-way, ensure for clean sidewalks, and provide an ongoing monitoring mechanism and revocation provision for failure to comply with regulation.

Staff has prepared a draft lease template that would be executed with each individual applicant prior to approving any Outdoor Dining on City Streets (Exhibit B). Staff has also prepared operational restrictions (Exhibit C). At this time staff has made a preliminary determination that Steve McComb's request meets the proposed operational restrictions (Exhibit C) as well as the following standards for an outdoor dining Administrative Conditional Use Permit as described in LMC § 15-2.6-12:

a) *The proposed seating Area is located on private Property or leased public Property and does not diminish parking or landscaping.* **Complies as mitigated**

The proposed street dining area is within proposed leased public property. The proposed street dining decks are for businesses that are current in the 1984 Main Street Parking Special Improvement District assessment and have fully paid for parking. Lots which were current in the 1984 parking assessment are exempt from the parking obligation for a floor area ratio (FAR) greater than 1.5. The parking areas where the street dining decks are proposed will reduce the overall stock of Main Street parking by three (3) parking spaces for both restaurants. Due to the temporary nature of the request taking place from the end of May to the beginning of September staff finds the overall stock of parking spaces on Main Street will not be affected by the loss of three (3) parking spaces. The maximum dollar amount that the City may receive in parking fees of three (3) parking spaces within the requested time of 99 days is $3,560. Staff recommends that in order to promote street activity during the Summer season that a waiving of a rental fee is appropriate. The street dining deck does not diminish any landscaping.

b) *The proposed seating Area does not impede pedestrian circulation.* **Complies as mitigated**

The proposed street dining deck and also the sidewalk between the building and the proposed street dining deck will maintain a minimum of 44 inches of clearance at all times to comply with ADA access.

c) The proposed seating Area does not impede emergency Access or circulation. ***Complies as mitigated***

Due to the temporary nature of the street dining decks emergency access vehicles will have the ability to access the street dining deck to service any emergency if nessesary. In case of an emergency, including but not limited to, a flood, a storm drain issue, utility issue, the structure may be removed or damaged by response teams at the cost of the owner.

d) The proposed furniture is Compatible with the Streetscape. **Complies as mitigated**

The proposed furniture and actual street dining deck will be compatible with the streetscape and it will complement the historic structure.

e) No music or noise is in excess of the City Noise Ordinance, Title 6. **Complies as mitigated**

The use shall be in compliance of the City Noise Ordinance.

f) No Use after 10:00 p.m. **Complies as mitigated**

Street Dining will not be permitted after 10:00 p.m.

g) *Review of the Restaurant's seating capacity to determine appropriate mitigation measures in the event of increased parking demand.* **Complies as mitigated**

The proposed street dining decks are for businesses that are current in the 1984 Main Street Parking Special Improvement District assessment and have fully paid for parking. Lots which were current in the 1984 parking assessment are exempt from the parking obligation for a floor area ratio (FAR) greater than 1.5. The applicant will have to provide to staff a review of the restaurant's seating capacity showing that the seating capacity does not exceed the parking demand.

The Administrative Conditional Use Permit does not have an expiration date, and runs with the land, or until City Council provides direction to not allow use of City-streets for outdoor dining. Staff recommends a timeline that extends from Memorial Day (May 31, 2010) thru Labor Day (September 6, 2010). Staff recommends placing a one year approval as a condition of approval with the Administrative Conditional Use Permit. Any future use of this City owned property would require a new Administrative Conditional Use Permit application and review.

No rental payment to the City is proposed for this temporary use; accordingly it is recommended that, should the City Council approve this Lease Agreement, this approval be considered a trial run for this year only. Approval for this temporary use does not guarantee a similar approval in the future, specifically regarding the waiving of rent or waiving adjustments to building license and parking fees for this temporary use.

Department Review:
The Building, Planning, Engineering, Special Events, and Parking Departments have review the street dining request and have drafted the language on the draft lease and the operational restrictions.

Alternatives:

A. Approve:
Provide direction to approve the Outdoor Dining on City streets; and approve the lease for street dining for Cisero's Ristorante and Bistro 412 as presented; or

B. Deny:
Provide direction to deny the Outdoor Dining on Main Street request; or

C. Modify:
Provide direction to continue Outdoor Dining on Main Street, but modify the lease language or operational restrictions and then provide direction to approve the lease(s) as amended; or

D. Continue the Item:
Continue the hearing for more information or discussion.

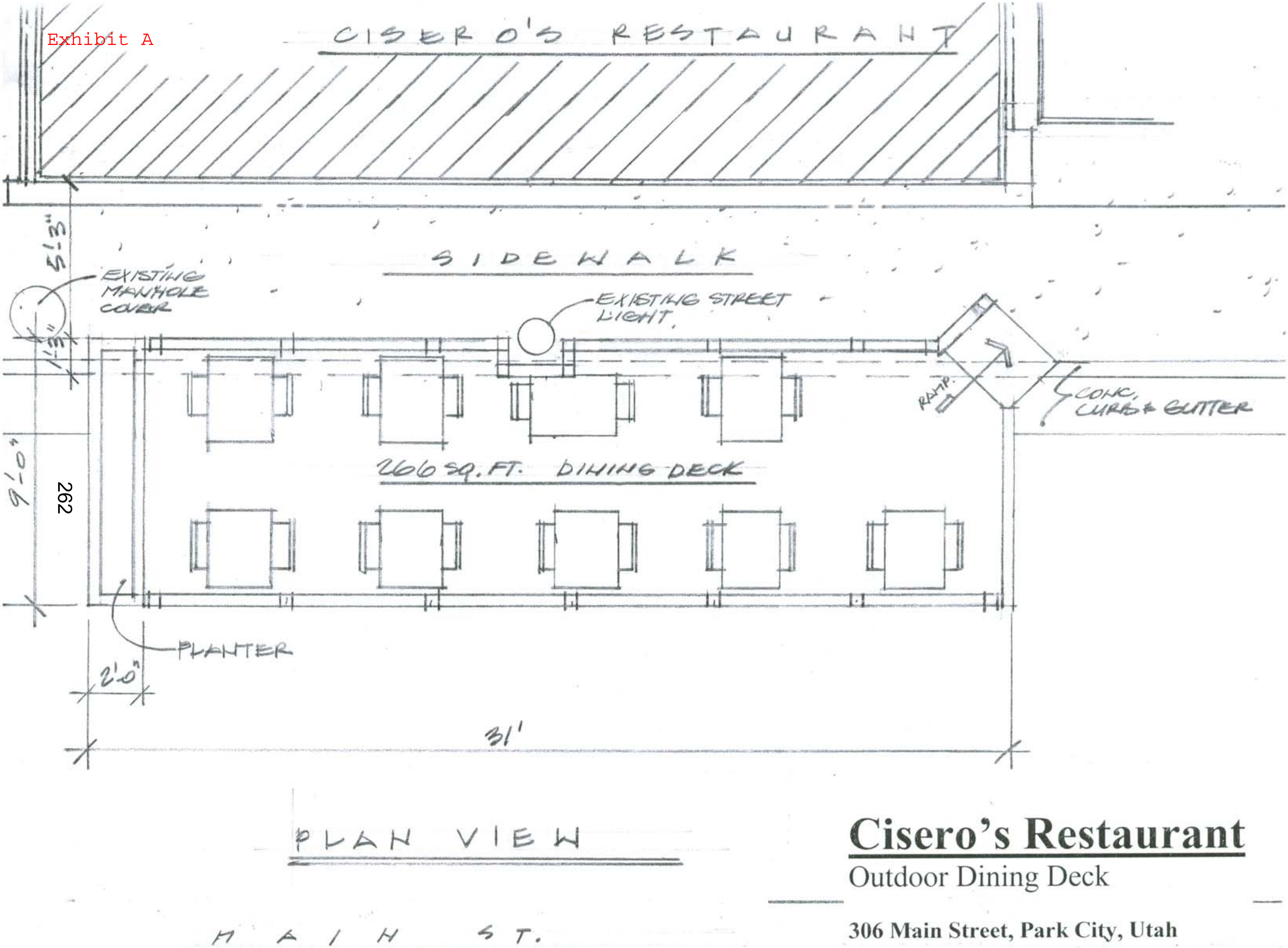
Recommendation:

Consider approving a lease for Cisero's Ristorante, located at 306 Main Street, and Bistro 412, located at 412 Main Street, to conduct street dining on City property/right-of-way.

Exhibits

Exhibit A – Plans
Exhibit B – Lease
Exhibit C – Operational Restrictions

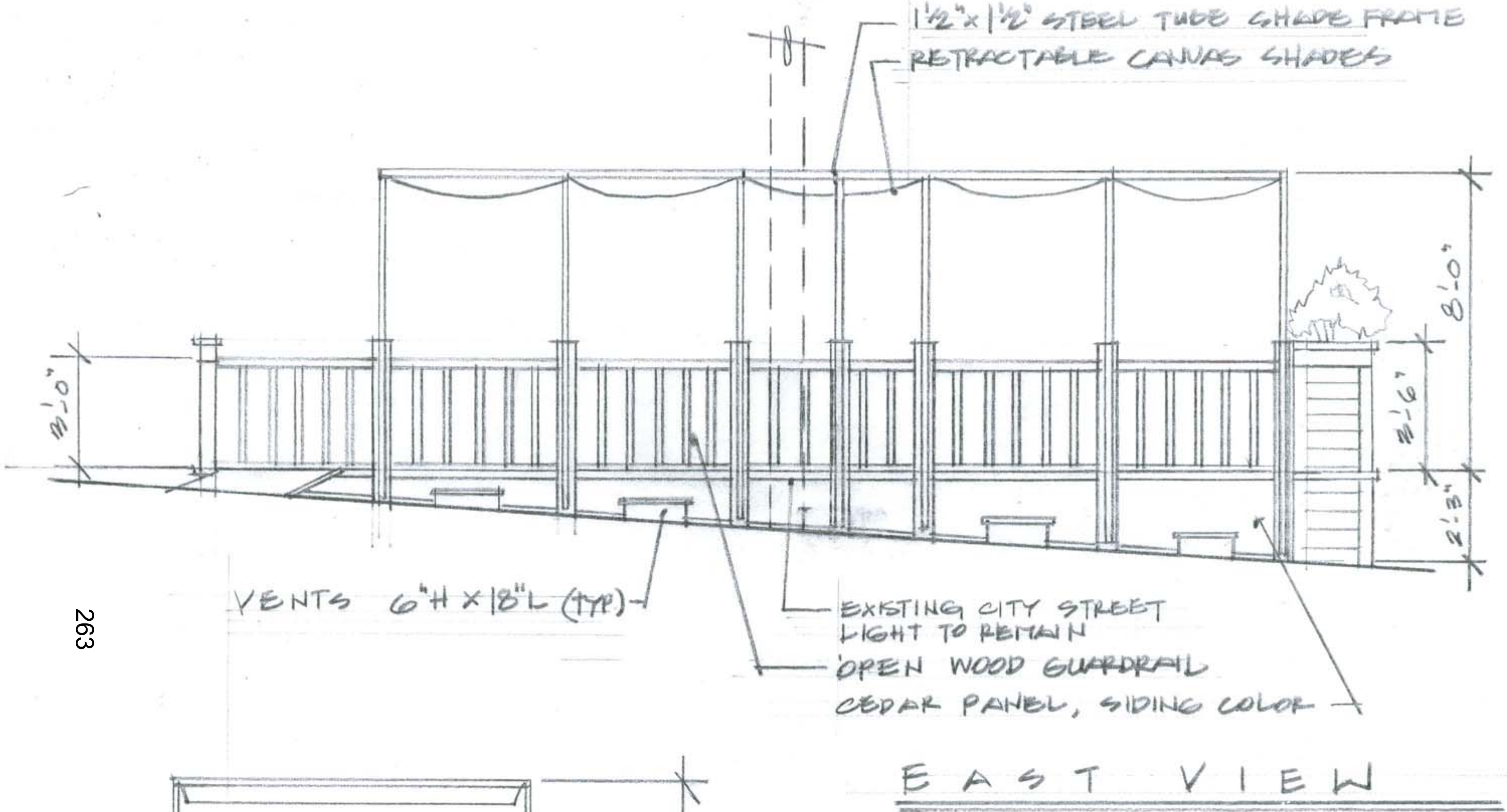
Exhibit A

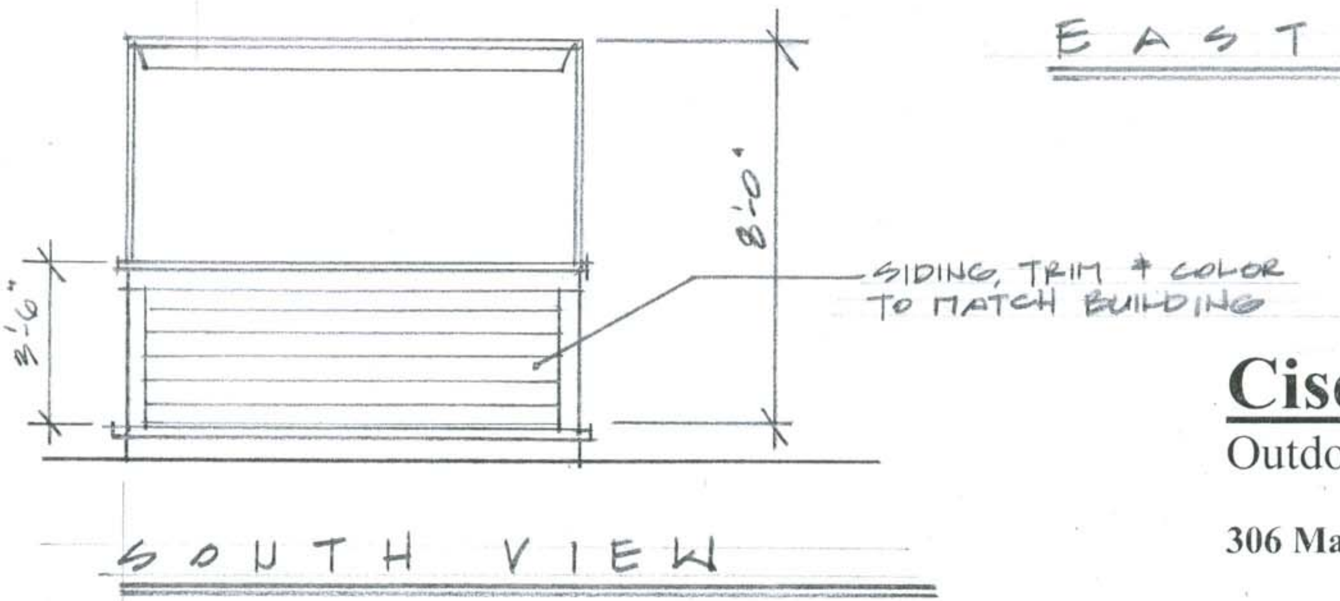


Cisero's Restaurant

Outdoor Dining Deck

306 Main Street, Park City, Utah

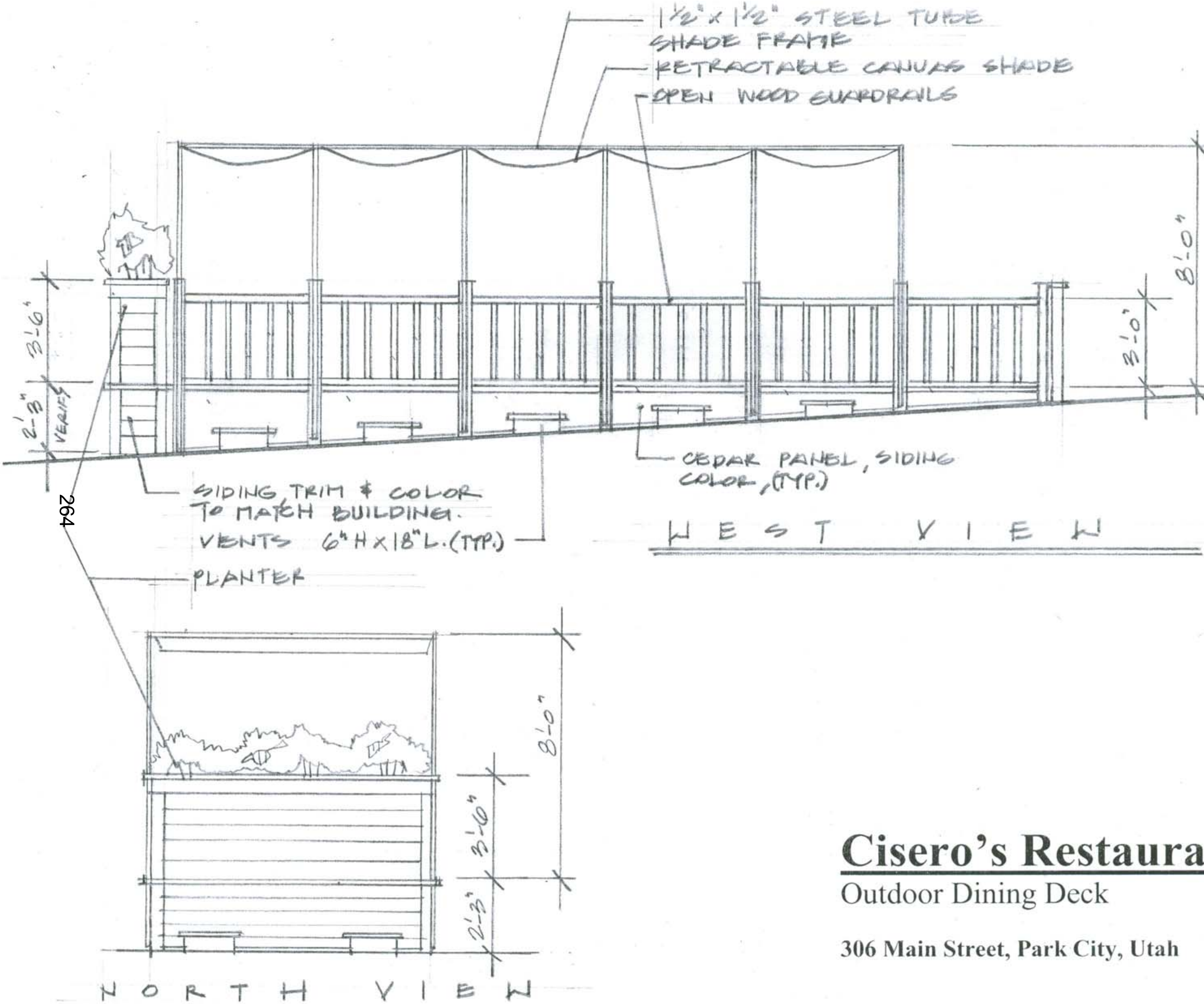




Cisero's Restaurant

Outdoor Dining Deck

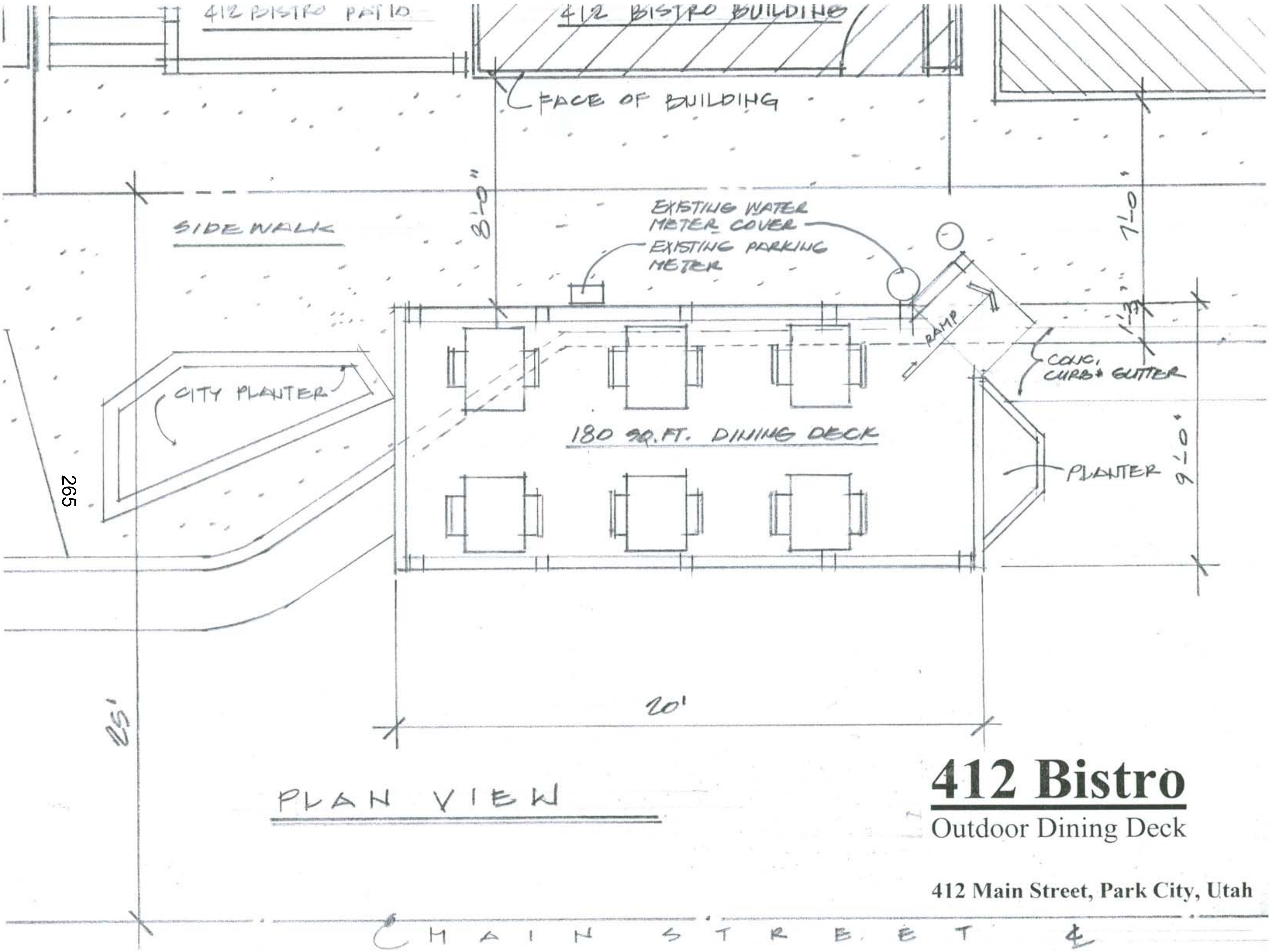
306 Main Street, Park City, Utah



Cisero's Restaurant

Outdoor Dining Deck

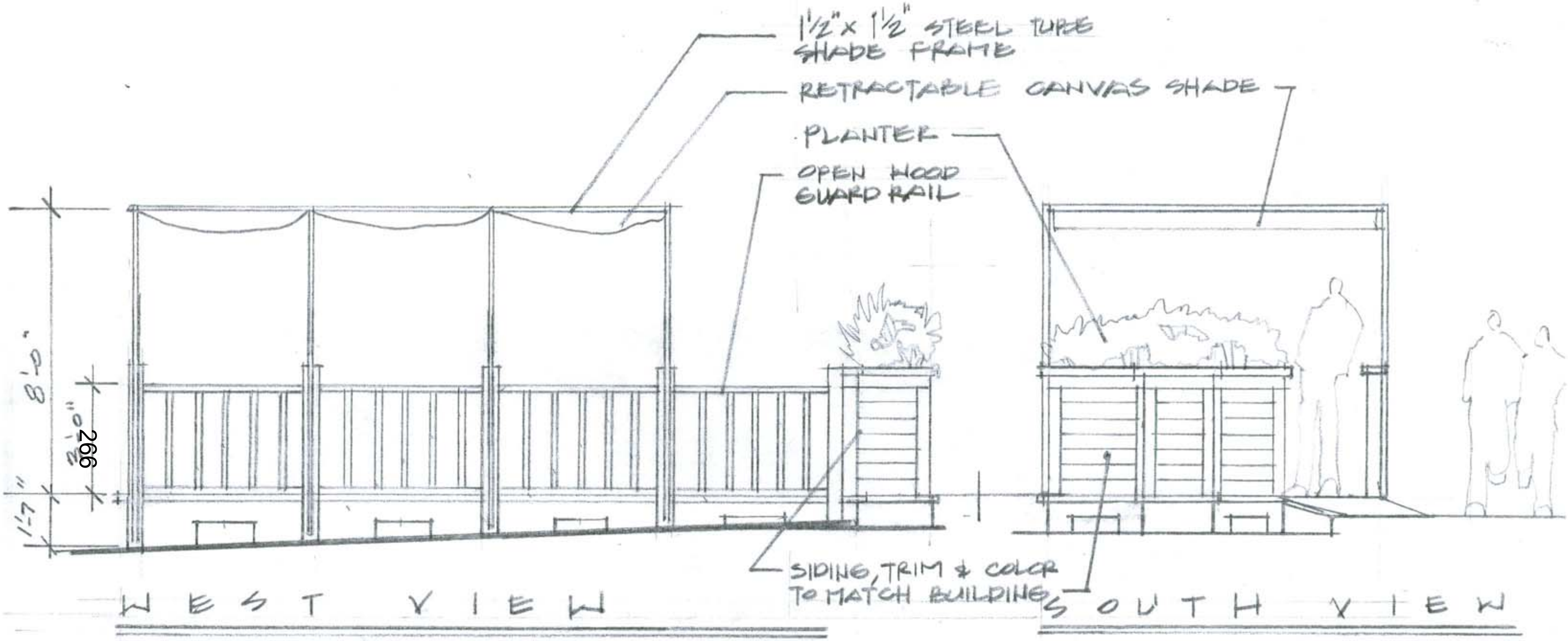
306 Main Street, Park City, Utah



412 Bistro

Outdoor Dining Deck

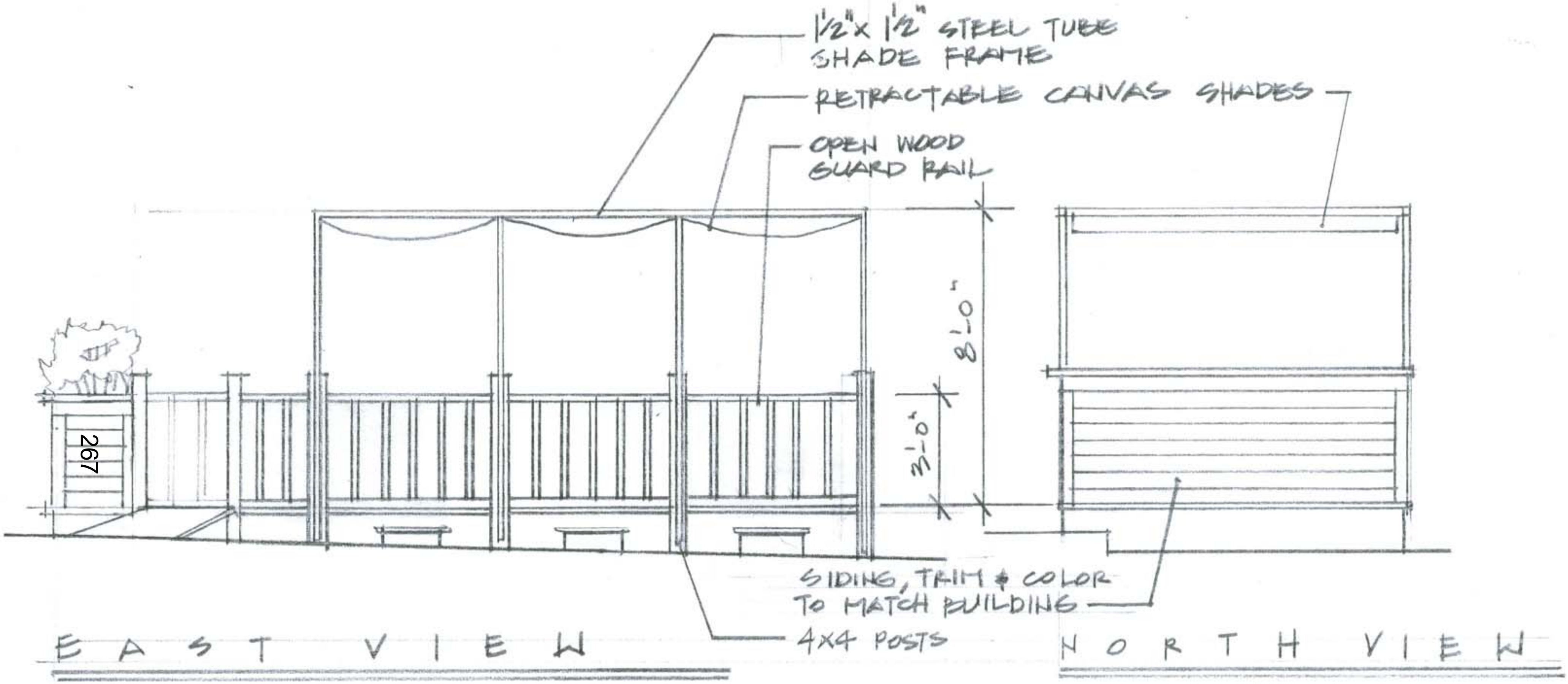
412 Main Street, Park City, Utah



412 Bistro

Outdoor Dining Deck

412 Main Street, Park City, Utah



412 Bistro

Outdoor Dining Deck

412 Main Street, Park City, Utah

Exhibit B

STREET DINING ON MAIN
OUTDOOR DINING LEASE

This LEASE AGREEMENT is made and executed this ____day of _________, 20____, by and between Park City Municipal Corporation, a municipal corporation and political subdivision of the state of Utah ("Park City") and the _________________________________, located at ____________________, Park City, Utah ("Tenant").

The Parties agree as follows:

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

2. RENT. Tenant shall be solely responsible for payment of any and all costs associated with Tenant's performance under this lease, including but not limited to City additional business licensing fees, insurance, sales taxes and other expenses.

3. TERM. The term of this Agreement shall commence on May 31, 2010 (Memorial Day 2010) and shall terminate on September 6, 2010 (Labor Day 2010), unless terminated earlier as provided herein.

4. USE OF PREMISES. Tenant may use the Premises only for the provision of outdoor dining services in a manner consistent with Section 15-2.6-12(B)(1) of the Park City Land Management Code and the terms of this Agreement. Additional operational restrictions are attached hereto at Exhibit C, if applicable. Park City makes no representations regarding the premises and tenant accepts the premises "as is".

5. IMPROVEMENTS TO THE PREMISES. Tenant shall not make any improvements to the Premises without first obtaining Park City's written consent. Any improvements approved by Park City shall be completed at Tenant's sole expense and removed at Tenant's sole expense upon expiration of this Agreement.

6. SIGNS. No signs shall be permitted on the Premises except as specifically approved pursuant to the Park City Sign Code and/or Tenant's Master Sign Plan.

7. INSURANCE. Tenant shall, at Tenant's sole expense, carry a policy of general liability insurance in an amount of at least Two Million Dollars ($2,000,000) per person and Four Million Dollars ($4,000,000) per incident or occurrence. Park City shall be named as an additional insured by endorsement on each policy. Tenant's insurance is to be primary to Park City's and Park City's insurance shall be non-contributory. A certificate of insurance with a thirty (30) day cancellation notice provision shall be provided to Park City on or before the lease commencement date, and maintained continuously during the term of the lease.

Tenant may carry whatever other insurance Tenant deems appropriate. The parties agree that Tenant's sole remedy in the event of business interruptions, fire, windstorm, or other loss from hazard shall be its own insurance and Tenant will have no action against Park City. Park City is protected by the Utah Governmental Immunity Act, and nothing herein is intended to waive or limit the protection of the Act in behalf of either entity, but to the extent it is consistent with this intent, it is the purpose of this provision to protect Park City for liability or allegations arising out of the Tenant's use of the Premises.

8. HOLD HARMLESS. Tenant covenants and agrees to defend, indemnify, hold Park City harmless from all claims, loss damage, injury or liability (hereafter "Liability") resulting from Tenant' use and occupancy of the Premises to the full extent permitted by law and/or the Utah Governmental Immunity Act, including reasonable attorney's fees, but excluding any Liability resulting from acts or omissions of Park City, its officers, employees or agents. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. Sections 63-30-1, et seq), as amended. The obligations hereunder shall be determined under principles of tort law including, but not limited to, the Governmental Immunity Act. In case of an emergency including but not limited to a flood, storm drain, utility, the structure may be removed or damaged by response teams at the cost of the owner.

9. ASSIGNABILITY. Tenant shall not assign or transfer any interest in this Agreement without the prior written consent of Park City. Any assignment or transfer without written approval is void.

10. PROFESSIONAL PERFORMANCE. Tenant agrees to perform services under this contract at the highest professional standards, and to the satisfaction of Park City.

11. APPLICABLE LAW. This Agreement shall be governed by the laws of the state of Utah.

12. FORCE MAJEURE. Any delay or failure of either Party to perform its obligations under this Agreement shall be excused to the extent that it is caused by an event or occurrence beyond its reasonable control, including act of nature, terrorism or war.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire and only agreement between parties and it cannot be altered or amended except by written instrument, signed by both parties.

Executed the day and year first above written.

PARK CITY MUNICIPAL CORPORATION

____
Dana Williams, Mayor

Attest:

____

Janet M. Scott, City Recorder

Approved as to form:

____
City Attorney's Office

____

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this_________ day of ________________, 20___, personally appeared before me _______________, who being duly sworn, did say that he is the Owner of _____________________________, and acknowledged to me that the preceding Agreement was signed on behalf of __________________________________, and he acknowledged that the company did execute the same for its stated purpose.

____
Notary Public

Exhibit C

Street Dining Operation Restrictions

Street dining may be allowed by the Planning Department upon issuance of an Outdoor dining Administrative Conditional Use Permit. Street dining is allowed from Memorial Day to Labor Day. The applicant must submit an application, pay an application fee, and provide all required materials and plans. Ongoing monitoring will be provided to ensure compliance with these parameters. A revocation provision will be included for lessee's failure to comply.

<u>Required submittal:</u>

- Dining Site Plan – This plan shall be to scale and indicate: the applicant's building as it relates to the exact proximity of the street dining deck. The plan shall include accurate locations of proposed chairs, tables, umbrellas, planters, and any other existing public improvements (light fixtures, fire department connections, parking meters, etc.).

- Details/specifications sheets – Shall be submitted for each piece of equipment proposed with the street dining is application. This will include all tables, chairs, umbrellas, etc.

<u>Design Standards:</u>

1. <u>Size.</u> Street dining area shall be limited to the linear frontage a building has on Main Street and shall not exceed nine feet (9') in width. The encroachment of the proposed decks into street will not exceed seven feet, nine inches (7'-9") in width from the curb, as the encroachment of the proposed decks into the sidewalk will not exceed one foot three inches (1'-3"). With the written permission of the adjacent property owner submitted to the City, they may extend into the neighbor's frontage. 44 inches of clear sidewalk width shall be available at all times where the street dining deck is being constructed.

2. <u>Material.</u> Street dining decks may be built of wood platforms and shall have a solid base. The design of the base shall complement the style of the building. The railing shall be painted solid to also complement the building.

3. <u>Advertising.</u> Additional signing or advertising is prohibited beyond what is allowed by the Park City Sign Code.

4. <u>Furniture.</u> All tables and chairs shall be metal, wood, or other comparable material. Plastic furniture shall not he allowed.

5. <u>Umbrellas.</u> Umbrellas must be free standing and are prohibited from extending beyond the dining area. Any umbrellas shall be affixed permanently to the deck

as required by the International Building Code requirements and shall not create any public hazard.

6. Lighting. No additional electric lighting is permitted, including exterior building lighting.

7. Planters. Any proposed landscaping or atmosphere pieces shall be reviewed at the time of initial application, and shall not create any public hazard or unnecessary clutter.

8. Licensing. The additional square footage of the dining area must be added to the existing licensed area for the restaurant. The Applicant shall also adhere to other applicable City and State licensing ordinances.

9. Health & safety. The Use shall not violate the Summit County Health Code, the Fire Code, or International Building Code.

10. Music. The use of outdoor speakers and music is prohibited.

11. Maintenance. The dining area shall be clean and maintained in a neat and orderly fashion.

12. Storage. All equipment and other associated materials must be removed and stored on private property during prohibited times (off season).

13. Drainage. Design of the deck and its skirting shall not interfere with the existing street drainage. Deck plans shall be reviewed by the City for drainage and may be modified so as to not interfere with the existing drainage patterns of the street.

14. Utilities. Access to utilities shall not be hindered by the structures.

City Council Staff Report

Subject: Comstock Pedestrian Tunnel Project Construction Agreement
Author: Matthew D. Cassel, P.E., City Engineer
Date: May 20, 2010
Type of Item: Administrative

Summary Recommendations:
The City Council should authorize the City Manager to execute a construction agreement for the construction of the Comstock Pedestrian Tunnel with Bowen Construction Company in a form approved by the City Attorney and in an amount not to exceed $1,051,509.

Topic/Description:
This contract with Bowen Construction Company is for construction of the SR-248 and Comstock Pedestrian Tunnel.

The pedestrian tunnel crossing SR-248 is anticipated to be located immediately east of Comstock Drive. The project includes the tunnel, stairways to the tunnel, social engineering to encourage pedestrians to use the tunnel, and lighting and ramps to meet ADA requirements. Improvements also include the relocation/modification of an existing sewer, modifications to the storm drain system, design of retaining walls to meet grades on the stairways, ADA ramps and the coordination with dry utility companies for protection, upgrade or replacement of their facilities. Heating of the stairs and video cameras will also be incorporated into the project. Because the pedestrian tunnel crosses UDOT right-of-way, coordination with UDOT and obtaining their approval was imperative.

UDOT has been involved with this project since its inception in the walkable/bikeable neighborhood study completed in 2007. UDOT has worked with our design team and is ready to issue a permit to allow the construction to occur.

The funding for this project will be provided from Walkability Improvement Bond funds. The total budget for the design and construction is $3,050,000 plus an additional $72,000 for the social engineering efforts for a total project budget of $3,122,000. After this design and construction management contract, $2,835,899 still remains for the actual construction of the pedestrian tunnel (this contract).

Background:
A trail master plan update and walkable/bikeable neighborhood study was prepared by Landmark Design for Park City and completed in early 2007. The purpose of the study was to provide planning and design guidance to improve walking and biking in urban Park City with the intent to establish a clear and detailed list of projects to improve safety, connectivity and efficiency. From the study, a safe passage across SR-248 was

ranked as an essential project. A 15 million dollar “walkability bond” was passed by the public in 2007. City Council subsequently allocated funding during the 2008 budget to this project, based on recommendation of the public WALC committee.

Analysis:
Horrocks Engineering and staff advertised to obtain competitive bids for the Comstock Pedestrian Tunnel Construction Project. The project was advertised in the Park Record, the Salt Lake Tribune and on Park City’s RFP web site. Seven bids were received on April 29, 2010. The engineer’s construction estimate for the project was $1,211,242.

COMPANY	**BID AMOUNT**
Bowen Construction Company	**$1,051,509.00**
Lyndon Jones	**$1,054,004.00**
Allstate Construction	**$1,107,456.00**
Cal Wadsworth	**$1,182,618.00**
Brubaker	**$1,209,600.00**
Condie Construction	**$1,242,982.70**
Granite Construction	**$1,253,053.00**

All bids submitted were reviewed and compliant with the terms of the Contract Documents.

Department Review:
This report has been reviewed by Budget, Public Works, Sustainability, Legal, and the City Manager’s office. All issues have been resolved.

Alternatives:

A. Approve the Request:
Accept the bids and award the contract to Bowen Construction Company in the amount of $1,051,509.00. This is the staff’s recommendation.

B. Deny the Request:
This would make it impossible to complete the pedestrian tunnel construction during the 2010 construction season.

C. Continue the Item:
If the Council needs more information the item can be continued, but this would probably impact the contractor’s ability to complete the pedestrian tunnel construction this season.

D. Do Nothing:
This option would make it impossible to complete the pedestrian tunnel construction in a timely manner.

Significant Impacts:
The construction will heavily impact the flow of traffic along State Route 248 and access into the school grounds. The State Route 248 impacts have been addressed during the

design with UDOT and are addressed in the permit to be issued to Park City by UDOT. Staff has worked diligently with Park City School District in forming a Letter of Intent (LOI) to address impacts to access to the school campus throughout the project timeline. Park City School District approved this LOI during their May 6, 2010 Board meeting. It has been agreed to construct the portions of the tunnel located on school property and across State Route 248 while school kids are on summer vacation (middle of June to late August).

Consequences of not taking the recommended action:
The pedestrian tunnel across SR-248 is a high priority project as determined in the 2007 walkability/bikeable neighborhood study. Not commencing with the construction contract now would delay these necessary facilities.

Recommendation:
The City Council should authorize the City Manager to execute a construction agreement for the construction of the Comstock Pedestrian Tunnel with Bowen Construction Company in a form approved by the City Attorney and in an amount not to exceed $1,051,509.

Exhibit – Comstock Pedestrian Tunnel Bid Recommendation
Construction Contract

2162 West Grove Parkway Ste 400
Pleasant Grove, Utah 84062
www.horrocks.com

HORROCKS ENGINEERS

Tel: 801.763.5100
Salt Lake line: 532.1545
Fax: 801.763.5101
In state toll free: 800.662.1644

May 10, 2010

Matt Cassel
Park City - City Engineer
445 Marsac Ave.
Park City, UT 84060

Subject: SR 248 and Comstock Pedestrian Tunnel

Dear Matt:

Attached is the bid tabulation for the SR 248 and Comstock Pedestrian Tunnel. The low bidder was Bowen Construction. Their bid was $1,051,509. There were a total of seven bidders for this project with an average bid price of $1,157,317.

We recommend the project be awarded to Bowen Construction. We have checked their license, bonding, and references and have found everything in order.

If you have any questions please call.

Sincerely,
HORROCKS ENGINEERS

Rob Sunderlage, P.E.
Project Engineer

cc: file

HORROCKS ENGINEERS

SR 248 & Comstock Pedestrian Tunnel
Bid Opening Summary
April 29, 2010; 2:00 PM

Company	Bid Amount
Granite	$1,253,053
Bowen	**$1,051,509 (Apparent Low Bid)**
Allstate	$1,107,456
Condie	$1,242,981.70
Lyndon Jones	$1,054,004
Brubaker	$1,209,600
Cal Wadsworth	$1,182,618

EDEN CONTRACT NO. ___________

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this 20 day of May, 2010, 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 Bowen Construction which is a (*check one*) X corporation ___ partnership ___ sole proprietorship ___ limited liability company (hereinafter "Contractor").

PURPOSE: For the project known as the SR-248 and Comstock Pedestrian Tunnel (hereinafter "Project"), which consists of:

Construction of 9'x12' Pedestrian Tunnel under State Highway SR-248 at Comstock Dr. with wall, stairway, ramp, sidewalk and grading on north and south ends of tunnel to facilitate an ADA accessible pedestrian way. Project also includes sanitary sewer re-route, storm, irrigation, landscaping and a snowmelt system.

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: n/a _______________, 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 Engineering 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.

If written approval is granted to subcontract a part of this contract the Contractor shall require each subcontractor that physically performs services within Utah to submit an affidavit to the Contractor stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee.

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 material men 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, material men, 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 Park City Municipal Corporation 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

Park City Municipal Corporation 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 Certificate of Insurance shall contain a provision that states that the City shall be given thirty (30) days written notice of cancellation.

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 Million Fifty-One Thousand Five Hundred Nine Dollars ($1,051,509)** ("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 November 30, 2010 (See Special Provisions 3.02 for specific milestone dates.) 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.

<u>SECTION 9. DISPUTES</u>. 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.

<u>SECTION 10. DEFAULT, REMEDY AND TERMINATION</u>. 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.

A. The Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.

B. The Contractor shall register and participate in E-Verify, or equivalent program. The Contractor agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah.

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 Rob Sunderlage of Horrocks Engineers, 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: Bowen Construction, 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.

PARK CITY MUNICIPAL CORPORATION

____
Thomas B. Bakaly, City Manager

ATTEST:

____
City Recorder's Office

APPROVED AS TO FORM:

____
City Attorney's Office

Bowen Construction
1120 W 500 N
Centerville, UT 84014

____
John Bowen, Secretary/Treasurer

____
Utah Contract License No.
22-230181-550

Corporate Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _________________, 2010, personally appeared before me John Bowen, 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 Secretary Treasurer of Bowen Construction by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged to me that said Corporation executed the same.

____
Notary Public

City Council
Staff Report

Subject: Sterling Lodge at Deer Valley
Author: Francisco Astorga
Project Number: PL-08-00561
Date: May 20, 2010
Type of Item: Administrative – Amendment to Record of Survey Plat

PLANNING DEPARTMENT

Summary Recommendations

Staff recommends the City Council hold a public hearing and consider approving the Second Amended Sterling Lodge at Deer Valley amendment to Record of Survey Plat based on the Findings of Fact, Conclusions of Law and Conditions of Approval as found in the draft ordinance.

Description

Applicant:	The Sterling Lodge at Deer Valley Association of Owners represented by Gay Hugo-Martinez
Location:	7660 Royal Street East
Zoning:	Residential Development (RD) District with Master Planned Development (MPD) Overlay
Adjacent Land Uses:	Residential to the east, south and west, commercial to the north
Reason for Review:	Plat amendments require Planning Commission review and City Council approval

Background

On February 4, 2010 the City received a completed application for the Second Amended Sterling Lodge at Deer Valley Amendment to Record of Survey Plat. The property is located at 7660 Royal Street East in the Residential Development (RD) District with Master Planned Development (MPD) overlay. The proposed amendment to the record of survey plat converts approximately 92 square feet of common area to limited common. The conversion includes ability to remodel the common hallway area into a limited common storage closet. The proposed amendment is located on level seven of the building and is adjacent to the upper level of unit 9.

The Planning Commission reviewed this application at its regular meeting on April 28, 2010, as a consent agenda item. A public hearing was held and the Commission forwarded a positive recommendation to the City Council.

Analysis

Residential Development (RD) District

The purpose of the Residential Development RD District is to:

A. allow a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,
B. encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,
C. allow commercial and recreational activities that are in harmony with residential neighborhoods,
D. minimize impacts of the automobile on architectural design,
E. promote pedestrian connections within Developments and between adjacent Areas; and
F. provide opportunities for variation in architectural design and housing types.

The applicant wishes to amend this area to reflect the intent to use 92 square feet as storage similar to the limited common area storage units on the same level as the garage and level one of the building for which each storage unit is designated for use to a particular unit in the building. Those storage units as well as the one they are requesting are used to store various items including luggage, extra bedding, seasonal equipment, household items, etc.

The current space is a hallway and platted as Common. It is proposed to be Limited Common appurtenant to Unit 9. The Association took a vote to approve this change on October 8, 2008 and received 79% in favor with no negative votes and three (3) owners not voting.

Staff finds good cause for this amendment to the record of survey plat as area would be converted from common to limited common for storage use.

Process
A building permit was issued in October 2008 to convert the hallway area into a storage closet. A condition of approval was placed on the building permit that indicated that the Certificate of Occupancy would be held until the Amendment to the Record of Survey Plat was approved and recorded. The approval of this application constitutes Final Action that may be appealed following the procedures found in LMC 1-18. A Building Permit is publicly noticed by posting of the permit.

Department Review
This project has gone through an interdepartmental review. A site visit took place in December 2009 to assist the City identifying the area to be changed. The site visit was attended by Francisco Astorga, City Planner, Polly Samuels McLean, Assistant City Attorney, Mark Kozak, Applicant's attorney, and Gay Hugo-Martinez, applicant. 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
No public input has been received by the time of this report.

Alternatives
- The City Council may approve the Second Amended Sterling Lodge at Deer Valley Amendment to Record of Survey Plat as conditioned or amended; or
- The City Council may deny the Second Amended Sterling Lodge at Deer Valley Amendment to Record of Survey Plat and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on Second Amended Sterling Lodge at Deer Valley Amendment to Record of Survey Plat.
- 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 improvements made on site that include the conversion of a hallway into a closet would have to be removed to reflect the previous condition of the hallway.

Recommendation
Staff recommends the City Council hold a public hearing and consider approving the Second Amended Sterling Lodge at Deer Valley amendment to Record of Survey Plat based on the Findings of Fact, Conclusions of Law and Conditions of Approval as found in the draft ordinance.

Exhibits
Exhibit A – Draft Ordinance
Exhibit B – Sterling Lodge at Deer Valley Association of Owners
Exhibit C – Applicant’s letter of intent

Exhibit A: **Draft Ordinance No. 10-**

AN ORDINANCE APPROVING THE SECOND AMENDED STERLING LODGE AT DEER VALLEY RECORD OF SURVEY PLAT LOCATED AT 7660 ROYAL STREET EAST, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 7660 Royal Street East have petitioned the City Council for approval of the Second Amended Sterling Lodge at Deer Valley Record of Survey Plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on April 28, 2010, to receive input on the Second Amended Sterling Lodge at Deer Valley Record of Survey Plat;

WHEREAS, the Planning Commission, on April 28, 2010, forwarded a positive recommendation to the City Council; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the Second Amended Sterling Lodge at Deer Valley Record of Survey Plat.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Second Amended Sterling Lodge at Deer Valley Record of Survey Plat 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 7660 Royal Street East.
2. The property is within the Residential Development (RD) District with Master Planned Development (MPD) Overlay.
3. The proposed amendment is located on level seven of the building and is appurtenant to the upper level of unit 9.
4. The proposed amendment to the record of survey plat converts approximately 92 square feet of Common area to Limited Common to be used as storage.
5. The Homeowners Associated voted 78.77% affirmative to approve the proposed change.

Conclusions of Law:
1. There is good cause for this Amendment to Record of Survey Plat

2. The Amendment to Record of Survey Plat 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 Amendment to Record of Survey Plat.
4. Approval of the Amendment to Record of Survey Plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

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

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

PASSED AND ADOPTED this __th day of May, 2010.

PARK CITY MUNICIPAL CORPORATION

____
Dana Williams, MAYOR

ATTEST:

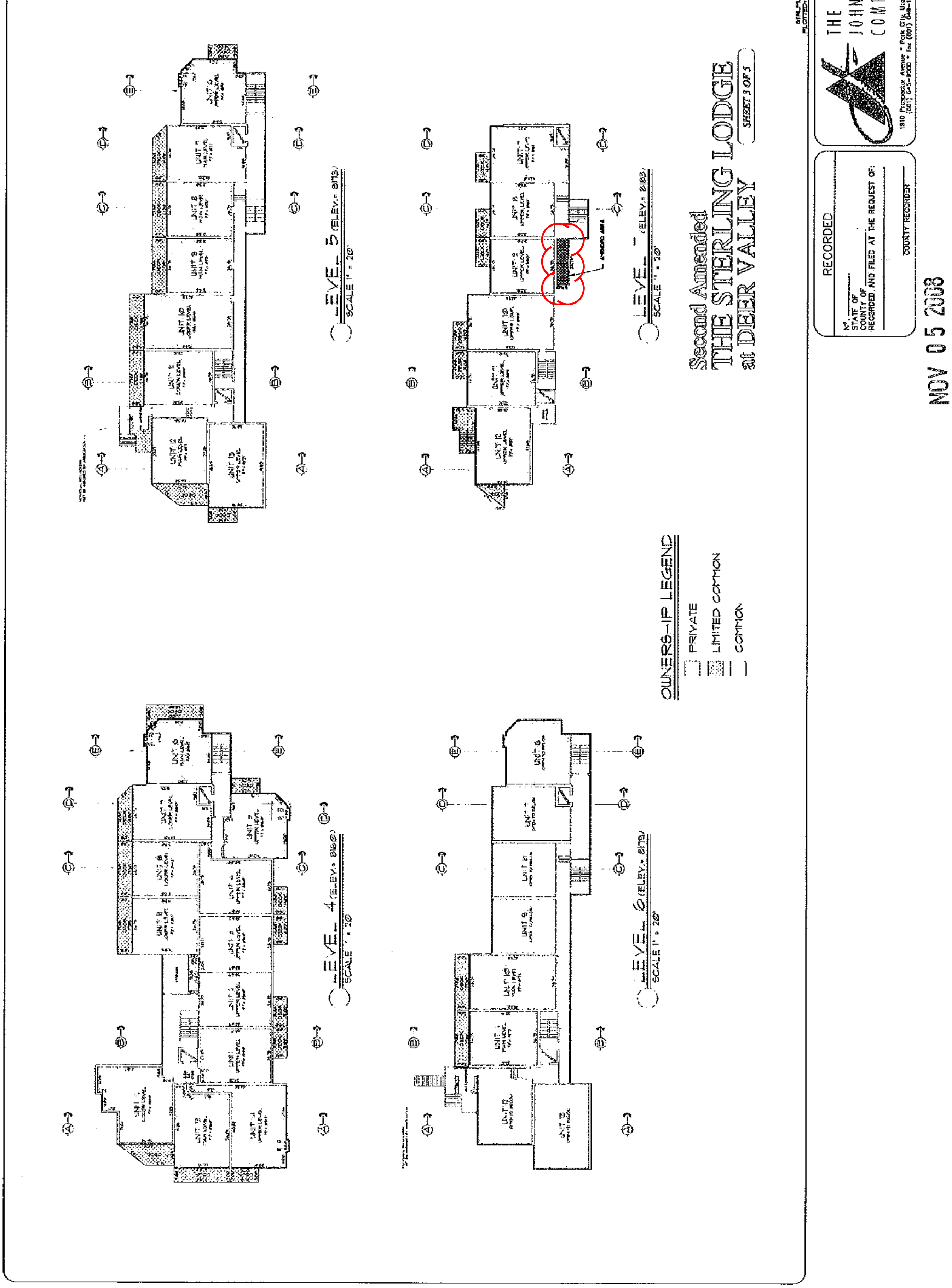
____
Jan Scott, City Recorder

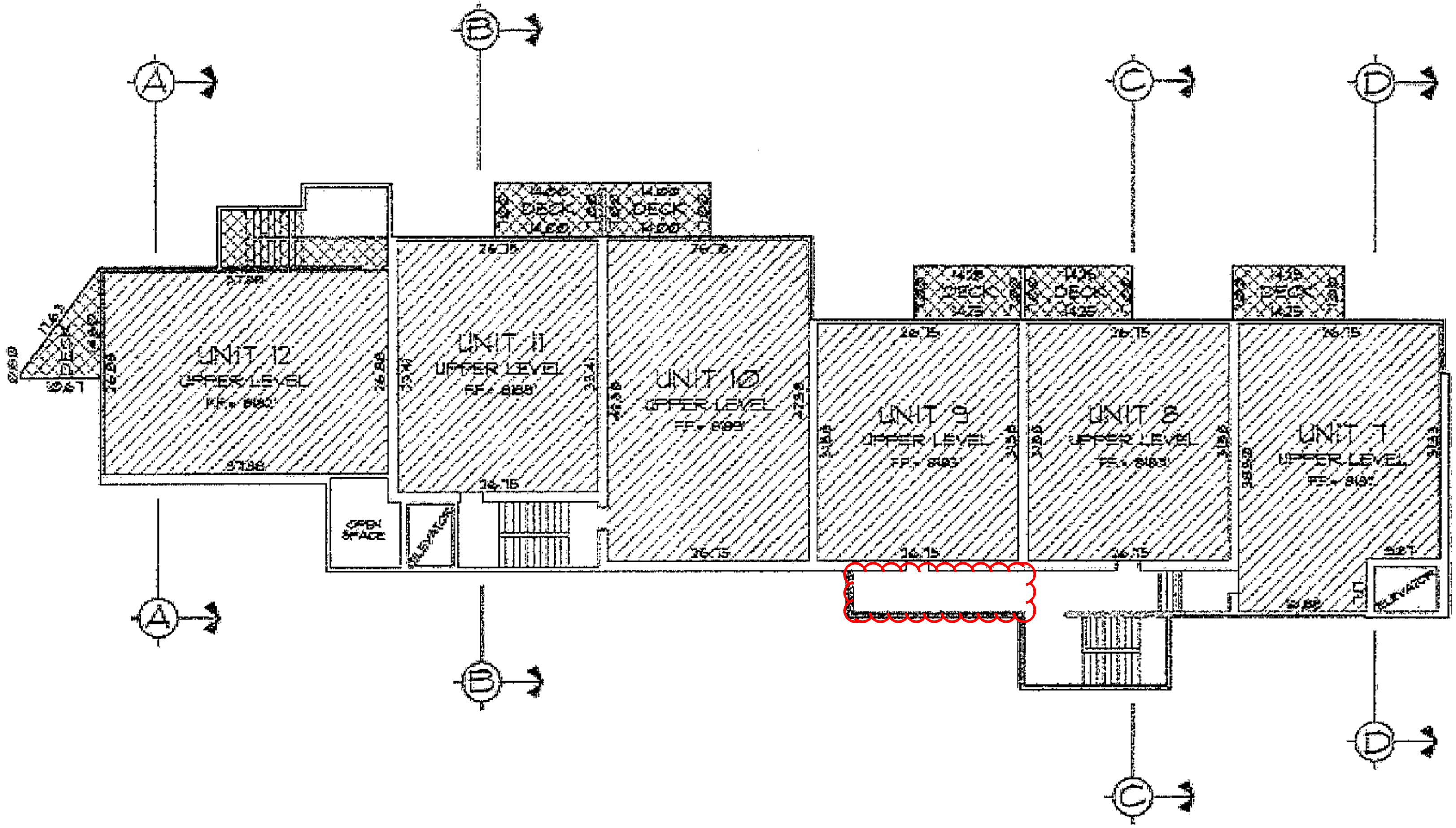
APPROVED AS TO FORM:

____
Mark Harrington, City Attorney

Attachment A – Proposed Record of Survey plat

Attachment A – Proposed Record of Survey plat





LEVEL 7 (ELEV.= 8183)

SCALE 1" = 2Ø'

ND

MINUTES OF A SPECIAL MEETING
OF
THE STERLING LODGE AT DEER VALLEY ASSOCIATION OF UNIT OWNERS

October 10, 2008

A Special Meeting of The Sterling Lodge at Deer Valley Association of Unit Owners was held on October 10, 2008 at 1:00 p.m. at the offices of Deer Valley Lodging, 1375 E. Deer Valley Drive, pursuant to resolution of the Board of Trustees with formal notice to all homeowners.

The following owners were represented in person:
None

The following owners were represented by Proxy:

2	Rudy Puryear
3	Rosendo Parra
4	Larry Pollock
5	Robert Koury
6	Allen Kohl
7	Natomas Meadows LLC
11	Douglas DeMartin
13	113 Sterling LLC

The following Owners were represented by Telephone Conference:

1	Gary Kaminskey
9	Gay and Albert Hugo-Martinez
12	Terry Buckner

Representing Deer Valley Lodging, Management Company for the Association:
Don R. Mangum
Bill Riley

The meeting was called to order at 1:00 PM by Board Member Terry Buckner. A quorum representing 78.77% of the Owners was present to conduct Association business.

Mr. Buckner explained that the Special Meeting of the Association was held for the specific purpose of voting on the proposal to allow conversion of approximately 92 square feet of common area directly behind the master bathroom on the upper level of unit 109, Gay and Albert Hugo-Martinez, Owners, to limited common area for the exclusive use of unit 109 per the proposal made to all Owners by unit 109. In exchange, the Owners of unit 109 would make an immediate $50,000 contribution to the

NOV 05 2008

Association. A copy of the proposal is attached and made a part of the minutes of this meeting.

A ballot had been embedded within the proxy sent each Owner for the meeting requesting each Owner specifically vote for/against allowing the conversion. Mr. Mangum indicated that each proxy returned had specifically voted the ballot, and proxy holders would be obligated to vote the proxy accordingly

Upon motion made and duly seconded, a motion calling for a vote on the issue was made. Mr. Mangum counted the proxy ballots and reported that there were eight proxy ballots, representing 57.70 % of the total unit votes of the Association, cast in favor of converting the common area to limited common area. Three Owners represented via telephone and representing 21.07% of the total unit votes of the Association, all cast their votes in favor of converting the common area to limited common area. In total, eleven of the fourteen Owners representing 78.77% of the total unit votes of the Association voted affirmatively for the proposal. There were no Owners voting negatively, and three Owners did not vote. Accordingly, the issue of converting the described common area to limited common area was approved. President Martinez was authorized to immediately have the Association's documents amended.

With no other business to come before the meeting, the same was adjourned at 1:10 PM.

Terry H. Buckner
Board Member

ACKNOWLEDGEMENT CERTIFICATE

State of Utah)
§
County of Salt Lake)

On this 14th day of October, 2008, before me Chris A. Lund, a notary public, personally appeared Terry H. Buckner, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same. Witness my hand and official seal.

Notary Public

NOTARY PUBLIC
CHRIS A. LUND
6550 S. Millrock Dr., Ste 300
Salt Lake City, Utah 84121
My Commission Expires
October 15, 2008
STATE OF UTAH

Exhibit C – Applicant's letter of intent

February 4, 2010

7660 Royal Street East #109
Park City, UT 84060

City of Park City
Attention Planning Department
445 Marsac Avenue
Park City, UT 84060

Re: Requested amendment to Record of Survey for Sterling Lodge at Silver Lake Condo Plat Amendment, building permit no. BD-08-14298 for Unit 109

We are amending our requested amendment to Record of Survey application for Sterling Lodge at Silver Lake Condo Plat Amendment to reflect the intent to use 86 sq. ft as storage similar to the limited common area storage units on the same level as the garage and level one of the building for which each storage unit is designated for use to a particular unit in the building. Those storage units as well as the one we are requesting are used to store various items including luggage, extra bedding, cots, humidifiers, files, seasonal equipment, household items such as planters, extra supplies, extra chairs and furnishings, sports equipment, paintings not being currently used, and empty picture frames. This area will be used by the tenants and owners of Unit 109 and treated in the same manner as the other limited common area storage areas in the building.

Respectfully submitted,

S. Gay Hugo-Martinez

S. Gay Hugo-Martinez
Owner Unit 109
Sterling Lodge at Silver Lake

FEB 04 2010

City Council
Staff Report

Subject: Make-A-Wish / Walk for Wishes
Author: Tommy Youngblood
Department: Sustainability
Date: May 20, 2010
Type of Item: Application - Master Festival License

Summary Recommendations:
Review the Master Festival License application, conduct a public hearing, and approve the license for the Make-A-Wish / Walk for Wishes, as conditioned, on Sunday May 23, 2010 to be held in the South End City Park, Rail Trail to Quinn's Sport Complex.

Description:

Topic:
Review the Master Festival License Application, submitted by the Make-A-Wish Foundation for the Make-A-Wish / Walk for Wishes in South End City Park, Rail Trail to Quinn's Sport Complex on Sunday May 23, 2010.

Background:
Make-A-Wish submitted an application requesting a Master Festival License to hold their Walk for Wishes. This is a first time event for the organizer in the area. Through a series of meetings the organizer has demonstrated and good knowledge of working with this type of event. The Park City Police Department has been notified and will be involved in the public safety coordination should Council approve the event. The organizer will allow a maximum of 100 participants. The Walk for Wishes is a fund raising event.

The Make-A-Wish / Walk for Wishes two-day walk in which walkers tread over 10 miles to help grant wishes for Utah children. In order to participate, walkers will help raise money for the Make-A-Wish Foundation of Utah. Day one happens outside of the City limits. Day two will begin at south end of Park City Park. Walkers will head east along the Rail Trail to Quinn's Sports complex and return to City Park where a finish line celebration will take place. Previous year's events have been held in southern Utah. Foundation members voted to have this year's event in Park City and the surrounding area.

Analysis:
Make-A-Wish / Walk for Wishes, the event organizers, have requested to hold their event on Sunday May 23, 2010. Make-A-Wish / Walk for Wishes begins at the South End of City Park starting at 8:00am, completing at 2:00pm. The foundation has rented the South end of City Park. They will set up a starting area have activities, lunch and an end of event celebration. The remainder of the park will be open to the public. The rail trail will also remain open to the public.

Parking

Parking for the staff and participants will be at Mawhinney Parking Lot. 4 spaces adjacent to the South City Park Gazebo will be reserved for the event. The applicant will supply signage and employ volunteers to assist in the location and direction to event parking.

Park City Council Review:

This application is being reviewed as a Master Festival License for the use of a temporary structure and the request for use of the south end of City Park & Rail Trail

Department Review:

All applicable Park City Municipal departments and the appropriate external agencies have reviewed the application for the Make-A-Wish / Walk for Wishes and their comments have been incorporated into the report.

Alternatives:

Approve the Request:

Approve the Master Festival License allowing the Make-A-Wish / Walk for Wishes

Deny the Request:

Deny the Master Festival License, preventing the addition of the Make-A-Wish / Walk for Wishes of Park City's schedule of events.

Continue the Item:

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

Significant Impacts:

The event, as described, should incur no significant Impacts
Park City has held similar events to the Make-A-Wish / Walk for Wishes

Consequences of not taking the recommended action:

Make-A-Wish / Walk for Wishes would not take place, as described, within Park City Limits

RECOMMENDATION:

Staff recommends the City Council conduct a public hearing and approve, a Master Festival License for the Make-A-Wish / Walk for Wishes
on, May 23, 2010 based on the following Findings of Fact, Conclusions of Law and Conditions of Approval.

Findings of Fact:

1. The Make-A-Wish / Walk for Wishes will be held on May 23, 2010. The event will last from 8:00am – 2:00pm. Starting at South End of City Park, continuing along the Rail Trail to Quinn's Sport Complex and return to the south end of City Park.

2. Parking for the staff and participants will be at Mawhinney Park Lot. 4 spaces adjacent to the South City Park gazebo will also be reserved for the event. The applicant will supply signage and employ volunteers to assist in the location and direction to event parking.
3. Conducting the Make-A-Wish / Walk for Wishes 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 other than noted.
4. The events associated with the Make-A-Wish / Walk for Wishes 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.
5. The event will be held at the south end of City Park and along the Rail Trail to the Quinn's Sport Complex. 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.
6. There are no other Master Festival or Special Event licenses that have been granted on the date requested

2010 DATE	EVENT	A – Geographic Separation	B - Proposed Time & Duration	C – Anticipated Attendance
May 23	Walk for Wishes	South End City Park	8:00am – 2:00pm	100

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.

<u>Conclusions of Law</u>:

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. The applicant use of barricade and signage will be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) for the duration of the event.
4. All plans for tents, fireworks, stages, signs and other temporary structures shall be submitted to the Building Department for review and permitting by May 20th , 2010

Attachments

Exhibit A- Applicant's Application Part 1

Exhibit A

Exhibit A
Page 1

PARK CITY
1884

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

PARK CITY
1884

Special Events
435.615.5150
specialevents@parkcity.org

PART I of the Special Event and Master Festival License (MFL) must be completed and **submitted electronically** to the Special Events Department no less than **90 days prior to a MFL** or no less than **60 days prior to a Special Event**. The application will be reviewed by the Special Events Department. ***Granting of the permit is not guaranteed.***

APPLICANTION FEES – DUE AT TIME APPLICANT SUBMITS PART I
All new applications require a $100 application processing fee.
All applications for returning events require a $50 application processing fee.
The Application Fee is NON-REFUNDABLE.

ADDITIONAL FEES
Additional fees for other services, including Health Department, Fire Department, and City Services will be estimated and provided to the applicant. Applicant will receive a final invoice approximately two weeks after the event concludes.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION		
NAME	Jessica Rogers	
STREET ADDRESS	771 E. Winchester	
CITY, STATE, ZIP CODE	Murray, UT 84107	
DAY PHONE	801/262-9474	
FAX PHONE		
E-MAIL ADDRESS	jrogers@utah.wish.org	
SPONSORING ORGANIZATION	Make-A-Wish Foundation of Utah	
Contact Person "ON SITE" Day of Event	Name: Jessica Rogers	Cell Number: 801/502-3038

EVENT INFORMATION

Type of Event (Check all that apply):					
Master Festival Criteria: A PUBLIC EVENT (If one box is checked, the event is automatically a MFL)	☐ Attraction of crowds over 500	☐ Street Closure	☒ Use of City park, building or property	☐ Use of off-site parking facility	☐ Use of amplified music
Special Event Criteria: PRIVATE OR PUBLIC EVENT	☐ 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	☐ Events signs, visible from public property	☒ Temporary structures

☐ Run/Walk	☐ Parade	☒ Trail Event
☐ Road Bike Event	☐ Park Festival	☐ OTHER (please specify):
☐ Street Fair	☐ Concert	
EVENT TITLE:	Walk For Wishes	
FIRST TIME OR ANNUAL EVENT (IF ANNUAL, HOW MANY YEARS?)	3rd Annual Walk For Wishes (First two held @ Zions Nat'l Park)	
EVENT DATE (S)	May 23, 2010	
EVENT HOURS	START: 8:00 a.m.	END: 2:00 p.m.
SET-UP	DATE: May 23, 2010	TIME: 7:30 a.m.
BREAK DOWN	DATE: May 23, 2010	TIME: 2:00 p.m.

ATTENDANCE	PARTICIPANTS: 50-75	SPECTATORS: 25 Volunteers/Staff	TOTAL: 100
LOCATION	Start & finish walk @ National Ability Center		

OVERALL EVENT DESCRIPTION (Briefly explain event and activities):
Walkers will raise money for the Make-A-Wish Foundation of Utah by collecting at least $750 in donations prior to the event. Participants will walk almost 15 miles over two days with dinner & a candlelight vigil at the end of day 1 & a celebratory lunch at the end of day 2. This application is for day 2 only.

MARKETING YOUR EVENT (Your Marketing Plan is criteria for approval of your event)

Contact the Park City Chamber/Bureau to help market y our event	435.649.6100	www.parkcityinfo.com

PLEASE DESCRIBE MARKETING AND PROMOTIONAL EFFORTS FOR YOUR EVENT:
Walk For Wishes brochures will be mailed to app. 4,000 homes in March. The event will be advertised on our website www.utah.wish.org & through our Facebook & Twitter pages.

City Council
Staff Report

Subject: Liquor License
Author: Shelley Hatch
Department: Finance Department
Date: May 20, 2010
Type of Item: Legislative

Summary Recommendations:
Hold a public hearing and consider approving the attached ordinances. The attached ordinances amend section 4-1 and sections 4-4 through 4-6.2 of the Municipal Code to make the Municipal Code consistent with recent changes, expand the type of licenses offered by the City, and make other changes to the Code.

Topic/Description:
Amending the Municipal Code for Liquor- update Park City Municipal code to mirror the State regulations.

Background:
During the 2009 legislative session several changes were made to State alcohol laws. Senate Bill 187, and Senate Bill 197, effective date May 12, 2009 were enacted and the Department of Alcoholic Beverage Control has enacted rules giving effect to those laws. No additional change was made to the State alcohol laws in the 2010 legislative session.

Analysis:

Staff has reviewed the current Municipal alcohol ordinances and recommends that changes to the existing ordinance be made. The proposed changes generally fall into three categories.

1. Codification of the process to obtain local consent and an additional application requirement.

The consent of the local governmental entity—Park City—is required In order to obtain an alcohol license from the Utah Department of Alcoholic Beverage Control. Park City has generally allowed Staff to grant such local consent to an applicant on behalf of the City. Staff has proposed an addition to the Municipal Code to codify this practice.

Park City Municipal Code provides that individuals with certain criminal convictions may not obtain an alcohol license. In order to better enforce this requirement, Staff has proposed requiring an alcohol license applicant to provide a copy of his/her criminal background check.

2. Update the Municipal Code to take advantage of changes made during the 2009 legislative session.

This section comprises the majority of changes to Park City's alcohol ordinances. Staff has reviewed Park City's Municipal Code and updated the code to match changes to State alcohol laws. State alcohol laws reflect the floor, or minimum standards that an alcohol retailer must meet. Park City has the ability to legislate above that floor, but may not authorize conduct that falls below that floor.

In 2009, the state legislature made substantial changes to alcohol laws. The most substantial change was the eliminate of club membership requirements. Other changes include removal of the restrictions on alcohol sales on election days and new restrictions on the sale of flavored malt beverages.

These changes made the Municipal code more restrictive than State law in some respects and less restrictive in others. Staff has amended the Municipal Code to better match the State code.

3. Add two new types of alcohol licenses

In 2009, the state legislature authorized a new form a license, the Resort License. This license type allows ski resort buildings to apply for one license that authorizes several different types of alcohol sales. Staff has created a new license type to match this new Resort License.

In addition, there is now a demand for a Manufacturing License in Park City. A Manufacturing license allows a business to produce wine, liquor, or beer.

The fees for these license types will be revaluated before next renewal in November.

Department Review:
The City Manager, Legal Department, Budget and Finance Department reviewed this report.

Alternatives:

A. Approve:
The recommended action would enact the changes to the City's Municipal Code for as shown on the attached document.

B. Deny:
Current practices would in some instances be more restrictive than State law and in other out of compliance with the State.

C. Modify:
Council direct staff to make changes to the proposed language or implement an alternative.

D. Continue the Item:
Current practices would perpetuate until Council takes action.

E. Do Nothing:
This would have the same impact as denying the proposed changes.

Significant Impacts:
The recommended action would allow for the city to be in compliance with the Department of Alcoholic Beverage Control regulations.

Consequences of not taking the recommended action:
If no action is taken at this time the current ordinance will remain out of compliance with State law and will limit the types of alcohol licenses that are available to businesses with in the City.

Recommendation:
Hold a public hearing and consider approving the attached ordinances. The attached ordinances amend section 4-1 and sections 4-4 through 4-6.2 of the Municipal Code to make the Municipal Code consistent with recent changes, expand the type of licenses offered by the City, and make other changes to the Code.

Ordinance No.

ORDINANCE AMENDING TITLE 4, LICENSING, OF THE MUNICIPAL CODE OF PARK CITY, UTAH FOR CONSISTENCY WITH UTAH ALCOHOL LAWS, ESTABLISHMENT OF OTHER ALCOHOL LICENSES, AND OTHER RELATED MATTERS

WHEREAS, during the 2009 legislative session several changes were made to state alcohol laws and the Department of Alcoholic Beverage Control has enacted rules giving effect to those laws. No changes were made to the state alcohol laws in the 2010 legislative session; and

WHEREAS, the City Council of Park City, Utah deems it an important practice to amend the Municipal Code to consistently reflect current Utah State Code, and as a practical matter where appropriate, to expand the types of licenses offered by Park City, and to make housekeeping amendments where needed; and

WHEREAS, a public hearing was held on May 20, 2010 and the Council determined it in the best interest of the business community to adopt the proposed amendments;

NOW, THEREFORE, BE IT ORDAINED, that:

SECTION 1. AMENDMENTS ADOPTED. The following amendments to Section 4-1 and Sections 4-4 through 4-6.2, described as Exhibit A, are hereby adopted.

SECTION 2. EFFECTIVE DATE. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 20th day of May, 2010.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Dana Williams

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
Mark D. Harrington, City Attorney

EXHIBIT A

4- 1- 1. **DEFINITIONS**.

All words and phrases used in this title shall have the following meanings unless a different meaning clearly appears from the context:

4-1-1.1 **ALCOHOLIC BEVERAGES**. Includes "beer" and "liquor" as they are defined herein.

4-1-1.2 **ARCADE**. A business dedicating at least eighty-five percent (85%) of its square footage to amusement games only, and not more than fifteen percent (15%) dedicated to concession and/or cashiering. No food preparation is allowed and alcoholic beverages may not be sold.

4-1-1.3 **BEDROOM**. Each room in a hotel, motel, lodge, timeshare project, condominium project, single family residence or other nightly lodging facility that is intended primarily for the temporary use of transient guests for sleeping purposes.

4-1-1.4 **BEER**. Any beverage containing not less than one-half of one percent (.5%) of alcohol by ~~weight~~ volume and obtained by the alcoholic fermentation of an infusion or decoction of any malted grain, or similar products. "Heavy beer" means beer containing more than three point two percent (3.2%) of alcohol by weight. "Light beer" means beer containing not more than 3.2% of alcohol by weight. "Beer" may or may not contain hops or other vegetable products. "Beer" includes ale, stout and porter. Beer does not include a flavored malt beverage.

4-1-1.5 **BEER LICENSE - SPECIAL EVENT TEMPORARY**. A license issued by the City to an individual or organization for a maximum period of time of thirty (30) days ~~seventy-two (72) consecutive hours~~ to sell beer at an event. Person's holding a special event temporary beer license issued by the City ~~from a local authority~~ are ~~not~~ also required to obtain a State Temporary Special Event Beer Permit, but are not required to obtain an on-premise beer license.

4-1-1.6 **BEER RETAILER**. Any business establishment engaged, primarily or incidentally, in the retail sale or distribution of beer to public patrons, whether for consumption on or off the establishment's premises, and that is licensed to sell beer by the Commission and Park City.

4-1-1.7 **BEER RETAILER - ON PREMISE**. Any beer retailer engaged, primarily or incidentally, in the sale or distribution of beer to public patrons for consumption on the retailer's premises. It includes taverns.

4-1-1.8 **BUSINESS**. A distinct and separate person or entity engaging in business, as those terms are defined herein. A business is distinguished from another business by separate state sales tax numbers or separate ownership.

4-1-1.9 **CHARITABLE ORGANIZATION**. "Charitable organization" means any recognized religious organization, or any social or welfare organization recognized and dedicated to the relief of the poor, care of the sick or elderly, or aid to victims of disaster, catastrophe, or personal tragedy.

4-1-1.10 **CLUB LICENSEE**. A Club licensee is a person licensed under Chapter 5, Club Licenses, of the Alcoholic Beverage Control Act.

4-1-1.1~~0~~1 **COMMERCIAL VEHICLES AND TRAILERS**. Businesses that utilize motor vehicles as their normal course of business, but do not transport people to, from and within Park City for a fee. Such businesses include but are not limited to delivery trucking, commercial hauling, snow removal services, u-haul or other cargo rental vehicles, concrete trucks and dump trucks.

4-1-1.1~~1~~2 **COMMISSION**. The State of Utah Alcoholic Beverage Control Commission.

4-1-1.1~~2~~3 **CONDUCTING BUSINESS**. For purposes of this Title the term "conducting business" shall include the sale or offering for sale of any goods or merchandise, or the offering or performing of any service for valuable consideration of any kind.

4-1-1.1~~3~~4 **CORPORATE SPONSOR**. Any business enterprise or combination of business enterprises which provide funding for any special event in the amount of fifty percent (50%) or more of the funds necessary to promote the event or account for fifty percent (50%) or more of the events operating expenditure budget.

4-1-1.15 **DABC.** The Utah Department of Alcoholic Beverage Control

4-1-1.1~~4~~6 **DESIGNEE**. A Park City staff member qualified to process liquor-related Applications and renewals.

4-1-1.1~~5~~7 **DIRECTOR**. The Administrative Services Director of Park City.

4-1-1.1~~6~~8 **DIVISION**. The Park City Business Licensing Division.

4-1-1.1~~7~~9 **EMPLOYEE BASED**. Businesses which lease or otherwise provided employees to other businesses or any person in return for consideration. Such businesses include but are not limited to employment agencies and security firms.

4-1-1.~~18~~20 **ENGAGING IN BUSINESS**. Includes all activities engaged in within the corporate limits of Park City carried on for the purpose of gain or economic profit, except that the acts of employees rendering service to employers shall not be included in the term business unless otherwise specifically prescribed. "Engaging in business" includes but is not limited to, the sale or rental of tangible personal or real property at retail or wholesale, the manufacturing of goods or property and the rendering of personal services for others for a consideration by persons engaged in any profession, trade, craft, business, occupation, or other calling, except the rendering of personal services by an employee to his employer under any contract of personal employment.

4-1-1.~~19~~21 **FIREWORKS PERMIT**. A permit issued by the City Fire Marshal for aerial or concession fireworks, pursuant to the Uniform Fire Code.

4-1-1.2~~0~~2 **HOURLY UPHILL LIFT CAPACITY**. The aggregate number of persons that can be accommodated per hour by all of the ski lifts in a given ski resort operating at the maximum safe rate of operation.

4-1-1.2~~1~~3 **HOURLY USER CAPACITY**. The maximum number of persons that can be safely and reasonably accommodated per hour by an amusement park, golf course, athletic club, theater bowling alley, tennis club, racquetball club, swimming pool, and any other recreational, sports, or entertainment facility.

4-1-1.2~~2~~4 **LICENSEE**. Any person holding any beer or liquor license in connection with the operation of a place of business or ~~private~~ club. This term shall also include beer or liquor handling employee of the licensee. The licensee is responsible for the acts and omissions of its employees.

4-1-1.2~~3~~5 **LICENSED PREMISE**. Any room, building, structure, or place occupied by any person licensed to sell beer or to allow the consumption or storage of liquor on such premises under Chapter 4; provided that in any multi-roomed establishment, an applicant for an on-premise or off-premise beer license shall designate a room or portion of a building of such business for the consumption or the sale of beer, which portions shall be specifically designated in the application and, in the license issued pursuant thereto, shall be the licensed premises. Multiple dining facilities located in one building, owned or leased by one license applicant and subject to the same type of beer or liquor license shall not be deemed separate licensed premises, and shall not be required to obtain a separate license for each area.

4-1-1.2~~4~~6 **LICENSE FEE(S)**. Includes the administrative fee and service enhancement fee as defined by the Business License Fee Schedule.

4-1-1.2~~5~~7 **LIQUOR**. Includes alcohol, or any alcoholic, spirituous, vinous, fermented, malt or other liquid combination of liquids, a part of which is spirituous, vinous, or fermented, and all other drinks or drinkable liquids, containing more than one half one percent (.5%) of alcohol by volume; ~~and all mixtures, compounds or preparation, whether liquid or not, which contain more than one-half of one percent (.05%) of alcohol by volume~~, and which are ~~capable of human consumption~~ suitable for beverage purposes; ~~except that the term "liquor" shall not include any beverage defined as beer, malt liquor or malted beverage that has an alcohol content of less than four percent (4%) alcohol by volume.~~ and includes a flavored malt beverage. Liquor does not include a beverage defined as beer.

4-1-1.28 **MANUFACTOR**. Means to distill, brew, rectify, mix, compound, process, ferment, or otherwise make an alcoholic product for personal use or for sale or distribution to others.

4-1-1.2~~6~~9 **MASTER FESTIVAL**. Any event held on public or private property in which the general public is invited with or without charge and which creates significant public impacts through any of the following:

(A) the attraction of large crowds,

(B) necessity for street closures on Main Street or any arterial street necessary for the safe and efficient flow of traffic in Park City,

(C) use of public property,

(D) use of City transportation services,

(E) use of off-site parking facility, or

(F) use of amplified music in or adjacent to a residential neighborhood.

4-1-1.~~27~~30 **MOBILE FOOD VENDOR**. Any motor vehicle from which consumable on-site food service is offered. Mobile food vendors are restricted to serving construction sites.

4-1-1.~~28~~31 **MONTHLY RENTAL FACILITY - UNDER MANAGEMENT**. Any place where rooms or units are rented or otherwise made available by a manager or management company for residential purposes on a monthly or longer time basis, but not including monthly or longer rental by the owner of the property without management.

4-1-1.~~29~~32 **NIGHTLY LODGING FACILITY**. Any place where or any portion is rented or otherwise made available to persons for transient lodging purposes for a period less than thirty (30) days including, without limitation, a hotel, motel, lodge, condominium project, single family residence or timeshare project.

4-1-1.3~~0~~3 **NON-PROFIT CORPORATION**. A corporation, no part of the income of which, is distributable to its members, trustees or officers, or a non-profit cooperative association.

4-1-1.3~~1~~4 **NUISANCE**. Any licensed premises where: alcoholic beverages are manufactured, sold, kept, bartered, stored, consumed, given away or used contrary to the Alcohol Beverage Control Act, the Utah Liquor Commission Rules and Regulations, or this Code; or intoxicated persons are permitted to loiter about, or profanity, indecent, immoral, loud or boisterous language or immoral, unruly, disorderly, lewd, obscene conduct is permitted, or carried on; or persons under the age of twenty-one (21) are permitted to purchase or drink beer or liquor; or city, county, state or federal laws or ordinances are violated by the licensee or his agents or patrons with the consent or knowledge of licensee which tend to affect the public health, safety, peace, or morals; or patrons are throwing litter or other objects within the licensed premises or from the licensed premises in a manner which tends to affect the public safety or health; or patrons are permitted to remove opened containers of alcoholic beverages or glasses containing alcoholic beverages from the licensed premises to the public street or way~~; or persons who are not members, or guest members of a private club or accompanied by members as their "visitors", as defined by State law, in any private club are permitted to remain in that club without obtaining a permanent or temporary membership~~.

4-1-1.3~~2~~5 **~~OO.~~SKIER DAY.** A three (3) year average of the total number of lift tickets sold annually, including daily lift tickets, resident coupons, complimentary tickets, and an estimated average of season pass holders daily use. The three (3) year average shall be calculated by the Ski Resort and shall include the three most recent years of operation from November 1 through June 30. The City may audit the analysis and any business records relied upon for the analysis. The calculation shall be submitted to the Finance Department by October 15th of each year.

4-1-1.3~~3~~6 **PEDDLER**. A person who carries goods or merchandise with him or her and sells or offers for sale those goods or merchandise on a door-to-door or transient basis rather than from a fixed location.

4-1-1.3~~4~~7 **PERSON**. Any individual, receiver, assignee, trustee in bankruptcy, trust, estate, firm, partnership, joint venture, club, company, business trust, corporation, association, society or other group of individuals acting as a unit, whether mutual, cooperative, fraternal, non-profit, or otherwise.

4-1-1.3~~5~~8 **PLACE OF BUSINESS**. Each separate location maintained or operated by the licensee within Park City from which business activity is conducted or transacted. A location shall be identified by street address or by building name if a street address has not been assigned. "Place of business" as used in connection with the issuance of beer and liquor licenses means cafes, restaurants, public dining rooms, cafeterias, taverns, cabarets, clubs, and any other place where the general public is invited or admitted for business purposes, including any patios, balconies, decks, or similar areas, and also means private clubs, corporations and associations operating under charter or otherwise wherein only the members, guest members and their visitors are invited. Occupied hotel and motel rooms that are not open to the public shall not be "places of business" as herein defined.

~~4-1-1.36 **PRIVATE CLUB**. A non-profit corporation operating as a social club, recreational, fraternal or athletic association, or kindred association organized primarily for the benefit of its stockholders or members and operating under authority of a license granted by the Alcohol Beverage Control Commission in accordance with U.C.A. Section 32A-5-101, et seq.~~

4-1-1.3~~7~~9 **RESTAURANT**. A place of business where a variety of hot food is prepared and cooked and complete meals are served to the general public in indoor dining accommodations, or in outdoor accommodation and is engaged primarily in serving meals to the general public.

4-1-1.40 **RESORT LICENSE.** A type of liquor and/or beer license available to a resort. A resort, for purposes of the Resort License definition, is a single building which physically touches the boundary of a ski area and has at least 150 dwelling or lodging units, the building itself is at least 400,000 square feet (excluding areas such as above ground surface parking) and where at least half of the units are owned by a person other than the resort licensee.

4-1-1.~~38~~41 **RETAILER**. Any person engaged in the sale or distribution of alcoholic beverages to the consumer.

4-1-1.~~39~~42 **ROUTE DELIVERY**. Any delivery made to customers of a business, which makes repeated door-to-door deliveries to the same households along designated routes with an established time interval in between delivery visits. The majority of such deliveries must be to fulfill orders previously made by the customer. However, nothing in Chapter 3 shall prevent orders from being taken from established customers and filled during such delivery visits. Such businesses will include, but not be limited to, dairies and sellers of bulk meats or produce.

4-1-1.4~~0~~3 **SELL OR TO SELL**. Any transaction, exchange, or barter whereby, for any consideration, an alcoholic beverage is either directly or indirectly transferred, solicited, ordered, delivered for value, or by any means or any pretexts promised or obtained, whether done by a person as a principal, proprietor, or as an agent, servant or employee unless otherwise defined in this title.

4-1-1.4~~1~~4 **SET-UP**. Glassware, ice, and/or mixer provided by a licensee to patrons who supply their own liquor.

4-1-1.4~~2~~5 **SKI RESORT**. A ski area, such as the Park City or Deer Valley Ski Areas, which is operated as a distinct and separate enterprise, and which shall be deemed to include, without limitation, the ski runs, ski lifts, and related facilities that are part of the ski area and primarily service the patrons of the ski area. The ski resort includes ski instruction, tours, first aid stations, parking garages, management and maintenance facilities, and workshops, but does not include food service, ski rentals, or retail sales of goods or merchandise, which are all deemed separate businesses even if owned by a resort operator.

4-1-1.4~~3~~6 **SOLICITED DELIVERY**. A delivery of previously ordered goods or services or the United States mail. Solicited delivery includes, but is not limited to, the delivery of newspapers or publications pursuant to a subscription, the United States mail, parcel delivery services, businesses engaging in route delivery or persons delivering previously ordered goods or services on behalf of an established retailer of those goods or services.

4-1-1.4~~4~~7 **SOLICITOR**. A person who contacts individuals or the general public for the purpose of taking orders for goods or services, or encouraging attendance at sales presentations, lectures, seminars, or the like at which goods or services are promoted or offered for sale, whether the presentation is held within Park City or not, provided that the solicitor makes contact with the public at a location other than at the regular place of business at which the goods or services are actually sold or performed. For purposes of Chapter 3, the term "goods or services" shall include merchandise, produce, personal services, property services, investment opportunities, franchises, time intervals in the use of ownership or real property, and any other kind of tangible or intangible thing that is given in exchange for a valuable consideration.

4-1-1.4~~5~~8 **SPECIAL EVENT**. Any event, public or private, with either public or private venues, requiring City licensing beyond the scope of normal business and/or liquor regulations, as defined by this Code; or creates public impacts through any of the following:

(A) The use of City personnel,

(B) Impacts via disturbance to adjacent residents,

(C) Traffic/parking,

(D) Disruption of the normal routine of the community or affected neighborhood; or

(E) Necessitates special event temporary beer or liquor licensing in conjunction with the public impacts. Neighborhood block parties or other events requiring street closure of any residential street that is not necessary for the safe and efficient flow of traffic in Park City for a duration of less than one (1) day shall be considered a Special Event.

4-1-1.4~~6~~9 **SPECIAL EVENTS MANAGER**. The Special Events Manager or his/her designee within the Department of Special Events and Facilities.

4-1-1.~~47~~50 **STREET CLOSURE**. The deliberate blockage of any public street or City owned parking facility to prohibit the flow of traffic or access of vehicles. Any non-construction street closure shall require a master festival or special event license.

4-1-1.~~48~~51 **SPONSOR**. A person, group, or business which has contracted to provide financial or logistical support to any special event or master festival. Such agreement may provide for advertising rights, product promotion, logo promotion, exclusivity of rights, products, or logos.

4-1-1.~~49~~52 **SQUARE FOOTAGE**. The aggregate number of square feet of area within a place of business that is used by a licensee in engaging in its business.

4-1-1.5~~0~~3 **UNIT**. Any separately rented portion of a hotel, motel, condominium, apartment building, single family residence, duplex, triplex, or other residential dwelling without limitation.

4-1-1.5~~1~~4 **UNSOLICITED DELIVERY**. The delivery of any unsolicited newspaper or publication, sample product or advertising material. Unsolicited newspapers or publications, sample products or advertising material shall include, but not be limited to, handbills describing or offering goods or services for sale, any goods or products that were not previously ordered by the home owner or occupant, any newspaper or publication delivered without a subscription by the owner or occupant, and any coupons or rebate offers for goods and services.

4-1-1.5~~2~~5 **VENUE**. The location or locations upon which a special event or master festival is held, as well as the ingress and egress route when included in the festival license.

4-1-1.5~~3~~6 **WHOLESALER**. Any person other than a licensed manufacturer engaged in importation for sale or in the sale of beer, malt liquor, or malted beverages in wholesale or jobbing quantities to retailers.

CHAPTER 4 - BEER AND LIQUOR LICENSING

4- 4- 1. POLICY.

It is the policy of Park City Municipal Corporation to permit the operation of establishments serving beer and liquor in a manner consistent with the provisions of the Alcoholic Beverage Control Act and related provisions of State Law. It is also the policy of Park City Municipal Corporation to place the primary responsibility for maintaining order and preventing breaches of the peace within establishments selling and serving beer and liquor on the owners and managers of those establishments.

4- 4- 2. LICENSE APPLICATION.

Applications for new beer or liquor licenses shall be made in writing to the City Council or its designee upon a form furnished by the Finance Manager to be filed with the Finance Manager and include the information set forth in (A) through (E), below:

(A) Each application shall state the name, street address ~~- street address and~~, mailing address, ~~if different;~~ age and citizenship of the applicant; and contain an indication as to whether the applicant meets the licensee qualifications set out in Section 4-4-3;

(B) A copy of the applicant's criminal history obtained from the Utah Bureau of Criminal Identification completed within three years of application;

(C) ~~t~~The street address of the business; whether the applicant has complied with requirements specified in the Alcoholic Beverage Control Act; ~~whether the applicant meets the licensee qualifications set out in Section 4-4-3 below;~~ the location of any other beer or liquor licenses held by the applicant; the name and Utah address for the business' agent for service of process; and any other reasonably pertinent information required by the Finance Manager or City Council~~.~~;

(D) The application must be subscribed by the applicant who shall state under oath that the facts therein contained are true~~.~~; and

(E) If the applicant is a partnership, association ~~or~~ corporation, or limited liability company the applicant ~~same information~~ shall ~~be~~ include~~d~~ a copy of the articles of incorporation or the written partnership agreement; and the information set forth in (A) and (B) for each officer, partner, or director ~~thereof~~.

(Amended by Ord. No. 01-32)

4-4-2.5. LOCAL CONSENT

The issuance of a Park City beer or liquor license may constitute local consent for the purpose of any license issued by the state of Utah under the Alcoholic Beverage Control Act.

4- 4- 3. LICENSEE QUALIFICATIONS.

No beer or liquor license shall be granted to any individual, retailer, partnership, corporation, limited liability company, or association if any partner, director, or officer does not meet the qualifications for a license as set forth in (A) through (D), below:

(A) The licensee shall be over the age of twenty-one (21) years;

(B) No beer or liquor license shall be granted to anyone who has been convicted of or plead guilty to a felony within two (2) years of date of the application, or of misdemeanors involving alcohol or controlled substances during a period of one (1) year prior to the application;

(C) No beer or liquor license shall be granted to any person who has been convicted of any violation of any law or ordinance relating to the importation or sale of intoxicating liquors, or of keeping a gambling or disorderly establishment, or who has plead guilty to or forfeited his bail on a charge of having violated any such law or ordinance within the preceding three (3) years of the date of application; or

(D) Any person whose beer or liquor license was revoked pursuant to this Title is ineligible to reapply for a beer or liquor license until the expiration of three (3) years from the date such license is revoked.

(Amended by Ord. No. 01-32)

4- 4- 4. APPLICATION FEE.

Each beer and liquor license application shall be accompanied by the regulatory license fee required by Section 4-5-2 or Section 4-4-6. If the license is denied, fifty percent (50%) of the license fee will be retained to pay the costs of processing the application.

4- 4- 5. REFERRAL OF LICENSE APPLICATION TO CHIEF OF POLICE.

All applications filed in accordance with this Chapter shall be referred to the Chief of Police for inspection and report. The Chief of Police shall, within ten (10) days after receiving such application, conduct an investigation of any criminal violations or charges against the applicant, or partners, officers, or director if the application is not an individual; the nature and kind of business to be conducted at such place by the applicant; the nature and kind of entertainment, if any, at such place; and the proximity of such premises to any school or church. The Chief of Police shall, upon completion of such investigation, submit his/her recommendation as to whether the license should be granted. In making his/her recommendation, the Chief of Police may refer to the character of other licensed premises owned in full or in part by the applicant. If recommending denial of a beer or liquor license application, the Chief of Police shall submit a detailed report of his/her investigation, record the recommendation on the application, and sign the application. If recommending approval of a beer or liquor license application, the Chief of Police shall record such recommendation on the application, sign the application, and may, at his/her sole discretion, submit a detailed report of the investigation.

(Amended by Ord. No. 01-32)

4- 4- 6. REFERRAL OF APPLICATION TO BUILDING DEPARTMENT AND PLANNING DEPARTMENT.

The Finance Manager shall refer the application to the Building and Planning Departments for review by the Building Official to ensure compliance with the applicable building codes, determination of the maximum number of occupants the premises may safely accommodate at one time given the location and number of emergency exits, and compliance with the Park City Land Management Code, Title 15.

(Amended by Ord. No. 01-32)

4- 4- 7. REFERRAL OF LICENSE APPLICATION TO HEALTH DEPARTMENT.

The Building Department may refer any application filed in accordance with this Chapter to the County Health Department which may inspect all premises to be licensed to assure compliance with all laws and regulations of the State of Utah and the ordinances, rules, and regulations of Park City governing the sanitary preparation, storage, distribution, or sale of beer and food.

(Amended by Ord. No. 01-32)

4- 4- 8. PERIODIC INSPECTION OF PREMISES BY CHIEF OF POLICE.

The Chief of Police or his/her designee shall be permitted to have access to all premises licensed or applying for license under this Chapter, and may make periodic inspections of said premises and may report his/her findings to the City Council.

(Amended by Ord. No. 01-32)

4- 4- 9. GROUNDS FOR LICENSE DENIAL.

The City Council or its designee may deny a beer or liquor license if:

(A) The license application does not contain all of the information required by Section 4-4-2;

(B) The application fee is not paid;

(C) The premises to be licensed do not comply with the applicable zoning regulations and building codes in force at the time of application;

(D) The applicant does not meet the licensee qualifications set out in Section 4-4-3;

(E) The applicant intentionally misrepresented or concealed information required by Section 4-4-2 in an application for the license;

(F) The proposed premises do not meet all applicable health and building codes, and the applicant does not provide reasonable assurances that the premises will be brought into compliance upon approval of the license;

(G) The applicant holds other licenses under this Title, which are not in good standing, or on which licensed premises the provisions of this Code and state laws are frequently violated; or

(H) Applicant does not hold a current Park City business license.
(Amended by Ord. No. 01-32)

4- 4-10. ISSUANCE OF LICENSE CERTIFICATE.

All beer and liquor license certificates shall be signed by the City Manager and Finance

Manager, attested by the City Recorder under the seal of the City, and shall contain the following information:

(A) The street address of the licensed premises and mailing address if different;

(B) A detailed description of the portion of the building designated as the licensed premises;

(C) The maximum occupancy of the licensed premises;

(D) The beer or liquor license classification;

(E) The name of the person to whom such certificate has been issued and the name of a local contact person;

(F) The name of the business;

(G) The term of the license, including commencement and expiration dates; and

(H) That the license is subject to revocation by the City for violation of this Title or the Alcoholic Beverage Control Act.

(Amended by Ord. No. 01-32)

4- 4-11. CITY LICENSE PERIOD.

The license certificate shall be valid through December 31 of the year of issuance, unless revoked or suspended under this Title or unless the licensee's required State license is suspended, revoked or denied.

4- 4-12. CITY RENEWAL PROCEDURE.

On or before December 1 of each year, the City shall send via first class mail, notice to each beer, restaurant liquor or ~~private~~ ~~c~~Club ~~liquor~~ licensee within the City that the regulatory license fee required by Section 4-5-2 or 4-6-6 is due by December 31st. Upon receipt of the regulatory license fee and finding that renewal is proper pursuant to the criteria set forth herein at Subsections (A) through (E), the City Council or its designee shall issue a license certificate valid through December 31st of the next licensing year.

Upon notification by the Police Department, the licensee must close the licensed premises on the expiration date of the license and keep the premises closed for the consumption or storage of beer or liquor until the date his renewal license is issued by the City Council or its designee. In the absence of such notice, pending action on license renewals, the license is deemed extended provided a renewal application was filed on or before December 31 of the year in which the prior license was issued. The Finance Manager shall prepare a list or lists of all licenses to be renewed, and the City Council or its designee may approve all renewals on that list or lists.

Licenses shall be renewed unless the Council or its designee shall find that:

(A) The licensee has attempted to transfer or assign the license to others in violation of this Title;

(B) The licensee no longer holds the qualifications required of licensee under the provisions of Section 4-4-3 of this Title;

(C) The premises have been remodeled or changed in a manner that eliminates required exits, creates closed booths or stalls;

(D) The licensee or his employees or agents have been convicted of or plead guilty to more than five (5) violations of this Title or state liquor control statutes relative to the conduct of the licensed premises in a single calendar year preceding the renewal, not including violation by patrons; or

(E) Licensee does not hold a current valid Park City business license or has not been exempted under Chapter 2 of this Title.
In the event the Council or its designee finds any of the foregoing conditions (A) through (E) to exist with respect to a license renewal application, the Council or its designee may waive the violations and grant a renewal license, grant a probationary renewal for a fixed period of time less than one year, or deny the application for renewal. When deemed appropriate, the Council may hold hearings on specific license renewal applications prior to granting the renewal license.

(Amended by Ord. No. 01-32)

4- 4-13. LICENSES NON-TRANSFERABLE.

No license issued under this Chapter is transferable from the original licensee to any other person, partnership, corporation or other entity. Each year, as a part of the renewal process, the licensee shall indicate the board of directors, or all partners, and if there are any changes from the previous year, the license shall be reviewed as a new application to the extent of the changes in ownership.

(Amended by Ord. No. 01-32)

4- 4-14. **TRAINING REQUIREMENTS FOR THE EMPLOYEES OF BEER AND LIQUOR LICENSE PREMISES**.

No person shall be granted a new beer or liquor license, unless that person shall show by certificate(s) granted by the ~~Utah Department of Alcoholic Beverage Control~~ DABC or by adequate proof of the existence of such certificate(s), that each employee of the business engaging in the serving, selling or furnishing of such alcohol on the premises has completed the Alcohol Training and Education Seminar, as required in U.C.A.

Section ~~62A-8-103.5~~ 62A-15-401.

Every new employee of a licensee who is required to complete this seminar shall complete the seminar within ~~six (6) months~~ thirty (30) days of commencing employment. Violation of this Section will result in revocation of the license granted unless the licensee provides to the Finance Manager proof of compliance within ~~two (2) months~~ thirty (30) days of the time that licensee is first notified that such violation occurred.

(Amended by Ord. No. 01-32)

4- 4-15. EMERGENCY SUSPENSIONS BY POLICE.

Licenses under this Chapter may be suspended by the Chief of Police or his/her designee without prior hearing provided that there is probable cause to believe that violations of this Chapter or state law are occurring, and the conditions are such that the public health and safety are endangered. Such temporary suspension shall occur only if the management or the licensee fails to remedy the situation within fifteen (15) minutes of notification by the Chief of Police or his/her designee that a suspension will occur if the conditions complained of are not remedied in a manner that eliminates the immediate danger to public health and safety. No emergency suspension by the Chief of Police or his/her designee shall extend beyond the ordinary close of business on the day on which the suspension was given.

(Amended by Ord. No. 01-32)

4- 4-16. OFFENSES OF LICENSEE.
It shall be unlawful for the holder of any license issued under this Chapter or any employee or agent of the holder to cause or permit to be caused on his or her premise any of the following acts:

(A) **SALE DURING REVOCATIONS**. To sell any beer or liquor during any period of a license revocation or suspension.

(B) **FAILURE TO DISPLAY LICENSE**. To fail to have the license issued under this Chapter on display in the licensed premises.

(C) **EXCESS HOURS OF OPERATION**. Beer may not be sold or offered for sale by any on-premise Beer retailer after 1:00 a.m. and before 10:00 a.m.

(1) Liquor may not be sold or offered for sale at a duly licensed restaurant during the following days or hours:

~~(a) on the day of any regular general election, regular primary election, or statewide special election until after the polls are closed; and~~

(~~b~~a) on any other day after 12 midnight and before 12 noon.

(2) Liquor may not be sold or offered ~~for sale at a private club~~ by a Club licensee during the following days or hours:

~~(a) on the day of any regular general election, regular primary election, or statewide special election until after the polls are closed;~~

~~(b) on Sunday and any state or federal legal holiday after 12 midnight and before 12 noon; and~~

(~~c~~a) all other days after 1:00 a.m. and before 10:00 a.m.

Holders of off-premise beer licenses may sell beer for consumption off the premises at any time of day.

(D) **MINORS ON THE PREMISES**. To permit a minor to be in or enter into a licensed premises which holds an on-premise tavern beer license. There shall be no restriction on the admission of minors being in or remaining in any of the following licensed premises:

(1) Off-Premise Beer License

(2) On-Premise Beer License, except taverns

(3) Restaurant Liquor Licenses

(4) Temporary Licenses of these classifications

It shall not be a violation of this Chapter for minors to enter ~~be in~~ a licensed club ~~premises licensed as private clubs~~, provided, however, that minors must be accompanied by a parent or guardian, and shall be only within an area of the licensed premises designated as food service area. It shall be unlawful for ~~the holder of~~ any ~~private club license~~ Club licensee to permit minors to be within the license premises when not accompanied by a parent or guardian, or to permit minors to remain in or about the liquor service portion of the premises. Licensees may prohibit minors from entering the premises at all at their discretion by posting a sign at the entrance that states that minors are not permitted inside.

Except as otherwise provided herein, it shall not be a violation of this Chapter to permit minors to work in any licensed premises, regardless of license classification, provided that minors shall not work in any capacity that involves handling, selling, or serving alcoholic beverages. It shall be unlawful to permit minor employees to sell, serve, or handle alcoholic beverages. Minors may not work on or otherwise be on the premises of an On-Premise Retail Tavern.

(E) **SALE OR SERVICE TO MINORS**. To furnish or sell, directly or indirectly, through its agents or employees, an alcoholic beverage to persons under the age of twenty-one (21) years, or to permit patrons within the licensed premises to provide alcoholic beverages to persons under the age of twenty-one (21) years on the licensed premises.

(F) **NUISANCE**. To keep or permit a nuisance on the premises as defined by Section 4-1-1 of this Title.

(G) **UNTAXED LIQUOR**. To possess or sell on the licensed premises any liquor which ~~does not bear proper stamps and labels indicating it~~ was not purchased from a Utah State Liquor Store or a package agency of that store, except as provided by State law.

(H) **ADULTERATED ALCOHOLIC BEVERAGES**. To possess or sell on the licensed premises any adulterated, impure, diluted, or misbranded liquor.

(I) **FAILURE TO CONTROL NOISE**. To permit or provide either live or recorded amplified music without first having closed all exterior doors and windows of the licensed premises to control noise. Doors may be opened to provide ingress and egress, but shall not be blocked in the open position to provide ventilation. Doors shall be equipped with automatic closing devices to keep them in the closed position except to permit ingress and egress of patrons.

(J) **OUTDOOR SPEAKERS**. To permit or cause to exist any loud speaker or sound amplification equipment on any outdoor balcony deck, patio, or garden associated with the licensed premises other than speaker systems or sound amplification equipment in conjunction with approved outdoor dining.

(K) **EXCESS HOURS OUTSIDE**. To sell or service alcoholic beverages or to permit patrons to remain on any outdoor balcony, deck, patio, or garden associated with the licensed premises after the hour of 10 p.m. except licensed premises may permit patrons to ingress and egress through a closed door to such an area until 12 a.m. provided that food and alcohol are neither sold nor allowed to be consumed or carried out to the area.

(L) **GAMBLING**. To permit, cause, participate, or allow any gambling or gaming, as defined by the laws of the state of Utah within any licensed premises.

(M) **CONTROLLED SUBSTANCES**. To permit or tolerate, or participate in the use, sale, or possession of any unlawful controlled substance within the licensed premises.

(N) **OVERLOADING**. To permit or tolerate the licensed premises to be occupied by more person than the assigned occupancy load for the building assigned by the Building Official under the Uniform Building Code.

(O) **LICENSE VIOLATION**. To permit the consumption of alcohol on any premises licensed with an off-premise beer license, or to open any container for consumption on the premises by the holder of any off-premise beer license or his agents or employees; or to permit, cause, or tolerate on the licensed premises the sale, use, consumption, or possession of alcoholic beverages in a manner that is in violation of the limits imposed by the license granted.

(P) **SERVICE OF INTOXICATED PERSONS**. To sell or serve alcoholic beverages to a person who is obviously intoxicated, or to permit an obviously intoxicated person to remain in or about the premises.

(Q) **OPERATING WITHOUT REQUIRED STATE LICENSES**. To continue to sell, serve or store alcoholic beverages on a licensed premise after the state license required under the Alcoholic Beverage Control Act has been denied, suspended or revoked.

(Amended by Ord. Nos. 01-32; 06-62; 07-38)

4- 4-17. OFFENSES BY PATRONS.

It shall be unlawful for any person within a licensed premise under this Chapter, whether as a guest, patron, invitee, supplier, or in any other capacity other than as an employee of the license holder or as the licensee to commit or perform any of the following within the licensed premises:

(A) To enter or remain in any licensed premises holding an on-premise tavern license while under the age of twenty-one (21) years.

(B) To enter or remain in any premises licensed ~~as a private~~ club while under the age of twenty-one (21) years, except when accompanied by a parent or guardian or as a non-alcoholic handling employee of the licensee.

(C) To be in or around the portion of any licensed premise holding a ~~private~~ club license which is designated or functioning as a liquor selling portion of the premises, rather than the area primarily designed and intended for the sale of food when under the age of twenty-one (21) years.

(D) To furnish directly or indirectly alcoholic beverages to any persons under the age of twenty-one (21) years, or to possess or consume alcoholic beverages while under the age of twenty-one (21) years.

~~(E) To enter or remain about a licensed private club without being a member of that club a guest member of that club or an invitee of a member of that licensed club.~~

(~~F~~E) To enter or remain in any licensed premises after being ordered to leave the premises by the licensee or the agent or employees of the licensee.

(~~g~~F) To enter or remain in any licensed premises while intoxicated.

4- 4-18. CITATIONS/ VIOLATIONS.

The commission of any act or offense listed in Section 4-4-16 or 4-4-17 above shall be a Class “B” misdemeanor, except violations of Section 4-4-16(E) and (Q) shall be Class A misdemeanors. Both the license holder or his employee or agent, and the patron of the licensed premises may be charged from the same incident, as the offenses of the licensee and the offenses of the patron are separate offenses. The licensee shall be civilly responsible for all violations permitted or caused by the agent or employee of the licensee and the criminal acts of the employees or agents committed on the premises in the course of employment shall be deemed the acts of the licensee for purposes of revocation, suspension, or non-renewal by the City

4- 4-19. WHOLESALER AND RETAILER NOT TO HAVE COMMON INTERESTS.

It shall be unlawful for any dealer, brewer or wholesaler to either directly or indirectly supply, give or pay for any furniture, furnishings or fixtures of a retailer, and it shall be unlawful for any dealer or brewer to advance funds, money or pay for any license of a retailer or to be financially interested either directly or indirectly in the conduct, operation, or ownership of any premises with a beer license, ~~"private~~ club~~"~~ liquor license or "seasonal" license for any of these license classes.

4- 4-20. BUILDING REQUIREMENTS.

It shall be unlawful for any person who obtains a liquor or beer license after the adoption of this Chapter to own, operate or manage any premises licensed for the retail sale or consumption of beer or liquor without complying with the following lighting and view requirements:

(A) During business hours, adequate lighting shall be maintained in all areas of the licensed premises to allow safe movement within the licensed premises, visibility for business activity, and visibility of all areas of the licensed premises from a point within the licensed premises at or near the main public entrance.

(B) A clear, unobstructed view of all areas of the licensed premises shall be available at all times from a point within the licensed premises at or near the main entrance.

Persons who have obtained beer or liquor licenses from the City before adoption of this Chapter and who annually renew their licenses with the City shall not be required to comply with the requirements of this section.

4- 4-21. CLOSED STALLS AND BOOTHS PROHIBITED.

It shall be unlawful for any closed booths or stalls to exist on premises licensed for the retail sale or consumption of beer or liquor. This provision shall not prevent the use and operation of private dining or conference rooms as a part of the licensed premises.

4- 4-22. OCCUPANCY LOAD.

On any premises licensed after the date of this Chapter, the Building Official shall determine the maximum safe occupancy load of the building, as provided in the Uniform Building Code, and it shall be unlawful and a Class "B" misdemeanor for any license with an assigned occupancy load to permit more than that number of persons to be within the licensed premises. Once an occupancy limit is assigned, the limit shall be posted with the license in a prominent place within the licensed premises. This provision shall not apply to premises licensed as off-premise beer licenses.

4- 4-23. APPLICABILITY.

The provisions of this Chapter shall apply to all licensed premises and all licensees who are issued either a new license or a renewal of an existing license after the date of this Chapter. Amendments to this Chapter may be made from time to time, and all licenses or renewals issued hereunder are subject to amendments as they become effective, except that amendments which address structural requirements of any licensed premises existing at the time of the amendment shall not apply to existing structures until such time as the license is transferred, forfeited, or allowed to expire. As existing structures are sold, remodeled, or re-licensed, but not on renewal of existing licenses, however, full compliance will be required prior to the issuance of a new license, new class of license, or license to a new licensee at that location.

CHAPTER 5 - BEER LICENSES DESCRIBED

4- 5- 1. BEER LICENSE REQUIRED.

It shall be unlawful for any person to engage in the business of the sale of beer at retail or wholesale within the City without first procuring a beer license as required by this Chapter. In addition to the City license, a State beer license shall be required for all sales of beer for on-premise consumption or for purchase or sale of beer in a container exceeding two liters. A separate license shall be required for each place of retail sale, for each separate premise, except that separate licenses are not required for each retail beer dispensing outlet located in the same building or on the same resort premise owned or operated by the same applicant. No beer license may be transferred, assigned or subleased in any manner. Licenses are invalidated by transfer or attempted transfer. All licensees shall comply with the provisions of the Alcoholic Beverage Control Act, and this Title. No Beer License shall be issued for any ~~Private~~ ~~C~~club or ~~B~~bar in the HCB District or HRC District that is regulated as a Storefront Property pursuant to LMC Chapter 15-15 unless the general public may join the club, either as an annual member or a temporary visitor, and the cost of that annual membership or temporary visitor card is not more than $50.00.

(Amended by Ord. Nos. 07-28; 07-69)

4- 5- 2. REGULATORY BEER LICENSE FEE.

The regulatory liquor license fee shall be set by resolution for all beer licenses. The regulatory license fees shall be used by the City to defray, in part, the costs of alcohol related enforcement and responding to alcohol related offenses within Park City. This fee may be waived by the City Council or its designee for special event temporary licenses issued to persons participating in community sponsored events, or in events sponsored by or for the benefit of non-profit, civic, religious, or charitable organizations.

4- 5- 3. RETAIL BEER LICENSE CATEGORIES.

Retail beer licenses issued under the provisions of this Chapter shall be classified and carry the privileges and responsibilities hereinafter set forth in this Chapter:

(A) **OFF-PREMISE BEER LICENSE**. An off-premise retail license shall entitle the licensee to sell bottled or canned beer on the licensed premises in accordance with the Alcoholic Beverage Control Act and the ordinances of Park City.

(1) Beer may not be sold, provided, or possessed for off-premise consumption in containers larger than two (2) liters.

(2) A minor may not sell beer for off-premises consumption except under the supervision of a person twenty-one (21) years of age or older who is on the premises.

(3) ~~If malt beverages or malt liquor is sold, the licensee shall display a sign at the location on the premises where malt liquor or malt beverages is sold stating "Malt beverages and malt liquors are alcoholic beverages". A violation of this subsection is an infraction.~~ A beer retailer shall display beer sold by the retailer in an area that is visibly separate and distinct from the area where nonalcoholic beverages are displayed except that nonalcoholic beer may be displayed with alcoholic beer.

(4) The beer retailer shall post a sign that reads, “These beverages contain alcohol. Please read the label carefully.”

~~(4)~~(5) No consumption of beer or alcoholic beverage shall be permitted on the premises of an off-premise licensee.

(B) **ON-PREMISE RETAIL BEER LICENSE**. ~~As of January 1, 1991, a~~Any establishment desiring to sell beer at retail for on-premise consumption shall first obtain a Park City on-premise retail beer license and a State on-premise retail beer license as required under U.C.A. Section 32A-10-201. An on-premise retail beer license shall entitle the licensee to sell beer at retail in bottles, cans or at draft for consumption on the premises.

All State-issued on-premise beer retail licenses expire on the last day of February of each year. Accordingly applicants must submit a renewal application to the ~~Department of Alcoholic Beverage Control~~ DABC no later than January 31st of each year. City beer licenses shall expire on December 31st of each year and the licensee must submit a renewal application to the City prior to December 15th. All licensees must notify the City immediately if the State license is denied or revoked for any reason. On-premise licensees must provide the City with proof of State licensure by March 1 of each year or be subject to cancellation, revocation or termination of the City's license issued hereunder.

On-premise beer retail license holders may sell beer in open containers, in any size not exceeding two (2) liters, and on draft. Liquor may not be stored or sold on the premises of any on-premise retail beer licensee. Beer sold in sealed containers smaller than two (2) liters by the on-premise Licensee may be removed from the premises.

There are two types of licenses to be issued under this Section:

(1) **ON-PREMISE RETAIL TAVERN LICENSE**. An on-premise retail tavern license shall be required for all premises where the primary or main business is that of selling beer for consumption on the licensed premises. An on-premise retail tavern license shall entitle the licensee to sell bottled, canned, or draft beer for consumption on the licensed premises. No person under the age of twenty-one (21) years shall be employed or otherwise be on the premises licensed as an on-premise retail tavern.

(2) **ON-PREMISE RETAIL BEER LICENSE - ALL OTHERS**. An on-premise retail beer license restaurant shall entitled the licensee to sell beer at retail in bottles, cans or draft for consumption on the premises in conjunction with restaurant food service. No person under the age of twenty-one (21) years shall serve or sell beer under this license.

(C) **SPECIAL EVENT TEMPORARY BEER LICENSES**. A special event temporary beer license shall carry the privileges of either an on-premise or off-premise license. A special event temporary beer license shall authorize the storage, sale, service and consumption of beer in conjunction with a master festival, special event, convention, civic or community event and pursuant to the Utah Alcoholic Beverage Control Act, Alcoholic Beverage Control Commission rules and regulations, and the ordinance of Park City. No person under the age of twenty-one (21) shall sell or serve beer under this license. Special event temporary beer licenses shall be valid only if the licensee has been granted a temporary special event beer permit by the Utah Alcoholic Beverage Control Commission pursuant to U.C.A. Sections 32A-10-301 to 306, as amended, for the same master festival, special event, or other convention, civic or community event. Special event temporary beer licenses must provide the City with proof of State licensure not less than ten (10) business days prior to the master festival, special event, or other convention, civic or community event for which the City license has been issued. All licensees must notify the City immediately if their State license is denied, revoked, or suspended for any reason. A temporary beer license shall authorize the storage, sale, service and consumption of beer for a period not to exceed thirty (30) days. No person, individual, or association shall in any one (1) calendar year be licensed for more than a total of ninety (90) days.

A special event temporary beer license may authorize multiple sales outlets on different properties under one special event temporary beer license.

(D) **~~PRIVATE CLUB BEER LICENSE~~ BEER** CLUB LICENSE. A ~~private~~ Beer Club ~~beer~~ licensee shall carry the privileges of a tavern beer license provided that ~~the sale of beer shall be to club members, guest members and their visitors only and each~~ such license shall be issued only to bona fide clubs which are organized, incorporated, bonded, regulated, and operated in compliance with ~~the provisions of the Utah Nonprofit Corporation and Cooperative Association Act,~~ the Alcoholic Beverage Control Act, and the Utah Alcoholic Beverage Control Commission Rules and Regulations.

(Amended by Ord. Nos. 04-19; 08-14)

CHAPTER 6 - LIQUOR LICENSE DESCRIBED

4- 6- 1. LIQUOR LICENSE REQUIRED.

No person shall operate a place of business, which allows customers, members, guests, visitors, or other persons to possess, consume, or store liquor on the premises of the place of business without a liquor license issued by the City. A separate license shall be required for each place of business. No liquor license may be transferred, assigned, or subleased in any manner. All licensees shall comply with the provisions of the Alcoholic Beverage Control Act, Utah Alcoholic Beverage Control Commission rules and regulations, and this Chapter. No Liquor License shall be issued for any ~~Private~~ ~~C~~club, ~~B~~bar or ~~R~~restaurant in the HCB District or HRC District that is regulated as a Storefront Property pursuant to LMC Chapter 15-15, as described in Sections 4-6-2 and 4-6-3 unless the general public may join the club, either as an annual member or a temporary visitor, and the cost of that annual membership or temporary visitor card is not more than $50.00.

(Amended by Ord. Nos. 07-28; 07-69)

4- 6- 2. RESTAURANT LIQUOR LICENSE.

A restaurant liquor license shall only be issued to persons licensed by the Utah Alcoholic Beverage Control Commission under U.C.A. Section 32A-4-101 to 10~~7~~6, as amended. A "restaurant" liquor license shall entitle the licensee to provide liquor to patrons for consumption on the premise. Only bona fide restaurants shall be entitled to a restaurant liquor license. Patrons must intend to order food, which is prepared, sold, and served on the premises, in accordance with the Alcoholic Beverage Control Act and Utah Alcoholic Beverage Control Commission rules and regulations and the ordinances of Park City. Liquor is to be provided only in conjunction with a meal, and it shall be unlawful to serve or sell liquor except with a meal. No person under the age of twenty-one (21) years shall serve or sell liquor under this license. All liquor must be purchased in the restaurant from a server designated and trained by the licensee. Any alcoholic beverages under this license must be consumed at the patron or guest's table. A restaurant liquor license shall not entitle the storage of liquor on the licensed premises, except as designated on the application.

~~A restaurant liquor license holder may not sell or provide any primary liquor except in one ounce quantities dispensed through a calibrated metered dispensing system approved by the Commission.~~

A restaurant liquor licensee may sell or provide a primary spirituous liquor only in a quantity not to exceed 1.5 ounces per beverage dispensed through a calibrated metered dispensing system approved by the Commission, except that:

(A) A spirituous liquor need not be dispensed through a calibrated metered dispensing system if used as a secondary flavoring ingredient in a beverage subject to the following restrictions:
(1) the secondary ingredient may be dispensed only in conjunction with the purchase of a primary spirituous liquor;

(B) spirituous liquor need not be dispensed through a calibrated metered dispensing system if used as a flavoring on a dessert; and in the preparation of a flaming food dish, drink, or dessert;

(C) A restaurant patron may have no more than 2.5 ounces of spirituous liquor at a time; and a restaurant patron may have no more than one spirituous liquor drink at a time before the patron.

All holders of restaurant liquor licenses shall maintain records which shall disclose the gross sales of liquor and the gross sales of food served and any other items sold for consumption on or off the premises. Such sales shall be shown separately. Each licensee shall retain all invoices, vouchers, sales slips, receipts, and other records of beer and other commodity purchases from all suppliers. Such records shall be available for inspection and audit by the Director or his or her designee at any time following the close of the semi-annual period and for one (1) year thereafter, or as required by State regulations. Failure to properly maintain such records for such inspection and audit shall be cause for revocation of the restaurant liquor license.

Each restaurant liquor licensee shall maintain at least seventy percent (70%) of its total restaurant business from the sale of food, which does not include mix for alcoholic beverages or service charges. If any audit or inspection discloses that the sales of food on the licensed premises are below seventy percent (70%) of the gross dollar volume of business for any semi-annual period, the restaurant liquor license shall immediately be suspended and shall not be reinstated until the licensee is able to prove to the satisfaction of the City Council or its designee that in the future, the sales of food on the licensed premises will not fall below seventy percent (70%) of the gross dollar volume of business.

All Park City issued restaurant liquor licenses shall expire on December 31st of each year thereafter. All State-issued restaurant liquor licenses expire on October 31st of each year. All licensees must notify the City immediately if the State liquor license is denied, suspended or revoked for any reason. Restaurant liquor license applicants must provide the City with proof of State licensure by December 1st of each year or be subject to cancellation, revocation or termination of the City's license issued hereunder. All renewal applications must attach a copy of a valid State license.

4- 6- 3. ~~PRIVATE CLUB~~ LIQUOR CLUB LICENSE.

A ~~private club liquor~~ liquor club licensee shall be entitled ~~the licensee~~ to serve, sell, and store liquor, pursuant to Utah Alcoholic Beverage Control Commission rules and regulations, and ~~to~~ the ordinances of Park City. No person under the age of twenty-one (21) years shall serve or sell liquor ~~under this license~~. ~~All sales under a private club license shall be to bona fide members of the licensed club, guest members or their visitors accompanied by members or guest members, and not to the general public~~. All State-issued ~~private~~ club licenses shall expire December 31st of each year. All State-issued ~~private~~ club liquor licenses expire on June 30 of each year. All licensees must notify the City immediately if the State-issued ~~private~~ club liquor license is denied, suspended or revoked for any reason. ~~Private c~~Club liquor license applicants must provide the City with proof of the State licensure by July 1st of each year or be subject to cancellation, revocation or termination of the City's license issued hereunder. All renewal applications must attach a copy of a valid State license.

4- 6- 4. SEASONAL LIQUOR LICENSE.

A seasonal liquor license shall carry the privileges of a restaurant liquor license for a period of less than one (1) year to be determined by the City Council or its designee. No person under the age of twenty-one (21) years shall sell or serve liquor under this license.

4- 6- 5. SPECIAL EVENT LIQUOR LICENSE.

A special event liquor license shall authorize for a period not to exceed one-hundred and twenty (120) consecutive hours or five (5) consecutive days the storage, sale, service and consumption of liquor at an event sponsored by a bona fide association, corporation, church or political organization or a recognized lodge, chapter or other local unit that is conducting a convention, civic or community enterprise. The City may not issue more than four (4) special event liquor licenses in any one (1) calendar year to the same association, church, or political organization, chapter, lodge or unit thereof, if any special event liquor license issued in any one (1) calendar year to said association, church, or political organization, chapter, lodge or unit thereof exceeds seventy-two (72) hours. If no special event liquor license exceeding seventy-two (72) hours has been granted to said association, church, or political organization, chapter, lodge, or unit thereof in any one (1) calendar year, the City may issue up to twelve (12) single event liquor licenses provided that all such licenses in the calendar year are seventy-two (72) hours or fewer.

A special event liquor license may authorize multiple sales outlets on different properties under one special event liquor license.

(Amended by Ord. Nos. 04-19; 08-14)

4- 6- 6 REGULATORY LIQUOR LICENSE FEE.

The regulatory liquor license fee shall be set by resolution for all liquor licenses. The regulatory license fees shall be used by the City to defray, in part, the costs of alcohol related enforcement and responding to alcohol related offenses within Park City. This fee may be waived by the City Council or its designee for temporary licenses issued to persons participating in community sponsored events, or in events sponsored by or for the benefit of non-profit, civic, religious, or charitable organizations. This fee may be waived by the City Council or its designee for special event temporary licenses issued to persons participating in community sponsored events, or in events sponsored by or for the benefit of non-profit, civic, religious, or charitable organizations.

CHAPTER 6.1 – RESORT LICENSE DESCRIBED

4- 6.1- 1. RESORT LICENSE REQUIRED.

No person shall operate as a Resort Licensee unless licensed under the Resort License Act Utah Code Ann. § 32A-4a-101 et seq and this Chapter.

4- 6.1- 2. RESORT LICENSE.

A Resort License shall only be issued to persons capable of being licensed by the DABC under U.C.A. Section 32A-4a-101 to 205, as amended. A Resort License shall entitle the licensee to store, sell, allow service and allow consumption of alcoholic beverages within the terms of said license. Only bona fide resorts shall be entitled to a Resort License. No person under the age of twenty-one (21) years shall serve or sell liquor under this license.

In order to qualify for a Resort License the applicant must propose four or more resort sub-licensees. It is the Resort Licensee's responsibility to ensure that each resort sub-licensee operates in accordance with the restrictions placed on that type of operation.

All Park City issued Resort Licenses shall expire on December 31st of each year thereafter. All State-issued Resort Licenses expire on October 31st of each year. All licensees must notify the City immediately if the State Resort License is denied, suspended or revoked for any reason. Resort License applicants must provide the City with proof of State licensure by December 1st of each year or be subject to cancellation, revocation or termination of the City's license issued hereunder. All renewal applications must attach a copy of a valid State license.

4- 6.1- 3. RESORT SUB-LICENSE.

A resort sub-license may only exist under a Resort License. In order to qualify as a resort sub-licensee the sub-licensee must be located in the same building as all other sub-licensees that fall under the Resort License. A resort sub-license may be either a restaurant sublicense, a limited restaurant sublicense, an on-premise banquet sublicense, a resort spa sublicense, a club sublicense, or an on-premise beer retailer sublicense.

4-6.1-4. RESORT LICENSE APPLICATION

In addition to the requirements in 4-4-2, the applicant shall include each resort sub-license proposed under the Resort License and shall designate each resort sub-license as either a restaurant sublicense, a limited restaurant sublicense, an on-premise banquet sublicense, a resort spa sublicense, a club sublicense, or an on-premise beer retailer sublicense. Such designation shall determine the rules applicable to the Sub-Licensee consistent with Utah Code Ann. § 32A-4a-401. If a Resort Sub-License is removed or a new resort sub-license is proposed a revised Resort License Application must be submitted.

4- 6.1- 5 RESORT LICENSE FEE.

The regulatory license fee shall be set by resolution for Resort Licenses. The regulatory license fees shall be used by the City to defray, in part, the costs of alcohol related enforcement and responding to alcohol related offenses within Park City.

CHAPTER 6.2 – MANUFACTURING LICENSE DESCRIBED

4- 6.2- 1. MANUFACTURING LICENSE REQUIRED.

No person shall operate as a Manufacturing licensee unless licensed under Chapter 8 of Title 32A of the Utah Code and this Chapter.

4- 6.2- 2. MANUFACTURING LICENSE.

A Manufacturing license shall only be issued to persons capable of being licensed by the DABC under Chapter 8 of Title 32A of the Utah Code, as amended. A Manufacturing License shall authorize a Licensee to conduct business as either a winery, distillery, or a brewery.

All Park City issued Manufacturing licenses shall expire on December 31st of each year thereafter. All State-issued Manufacturing licenses expire on October 31st of each year.

All licensees must notify the City immediately if the State Manufacturing license is denied, suspended or revoked for any reason. Manufacturing license applicants must provide the City with proof of State licensure by December 1st of each year or be subject to cancellation, revocation or termination of the City's license issued hereunder. All renewal applications must attach a copy of a valid State license.

4-6.2-3. MANUFACTURING LICENSE—WINE

A wine Manufacturing license allows the licensee to import, manufacture, store, transport, or export wines; sell wines at wholesale to the DABC and to out-of-state customers; purchase liquor for fortifying wine, if the DABC is notified of the purchase and date of delivery; and warehouse on its premises liquor that has been manufactured or purchased for manufacturing purposes.

A winery Manufacturing licensee may operate on its manufacturing premises a retail facility allowing consumption of samples of wine as long as food is also available.

4-6.2-4. MANUFACTURING LICENSE—LIQUOR

A liquor Manufacturing license allows the to import, manufacture, store, transport, or export liquor; sell liquor to the DABC and to out-of-state customers; purchase alcoholic products for blending and manufacturing purposes if the DABC is notified of the purchase and the date of delivery; and warehouse on its premises alcoholic products which it manufactures or purchases for manufacturing purposes.

A liquor Manufacturing licensee may not allow consumption of alcoholic beverages on its premises, except that employees and bona fide wholesale or retail purchasers may consume free of charge samples.

4-6.2-5 MANUFACTURING LICENSE—BEER

A beer Manufacturing license allows the licensee to manufacture, brew, store, transport, or export beer, heavy beer, and flavored malt beverages; sell heavy beer and a flavored malt beverage to the DABC, a military installation, an out-of-state customer, a licensed wholesaler; and as otherwise authorized by the DABC or Utah Code.

A beer Manufacturing licensee may operate on its manufacturing premises a retail facility allowing consumption on premises of beer in bottles or draft as long as food is also available.

4-6.2-6. MANUFACTURING LICENSE APPLICATION

In addition to the requirements in 4-4-2, the applicant shall state the type of Manufacturing license—Winery, Distillery, or Brewery—the applicant is applying for. Each Manufacturing license shall only authorize a single Winery, Distillery, or Brewery operation.

4- 6.2- 7 MANUFACTURING LICENSE FEE.

The regulatory license fee shall be set by resolution for Resort licenses. The regulatory license fees shall be used by the City to defray, in part, the costs of alcohol related enforcement and responding to alcohol related offenses within Park City.

City Council Staff Report

Subject: 1059 Park Avenue
Author: Katie Cattan
Application #: PL-10-00918
Date: May 20, 2010
Type of Item: Administrative – Plat Amendment

PARK CITY 1884
PLANNING DEPARTMENT

Summary Recommendations

Staff recommends that the City Council review the plat amendment application, conduct a public hearing, and consider approving the 1059 Park Avenue Plat Amendment according to the findings of fact, conclusions of law, and conditions of approval outlined in the attached ordinance.

Topic

Applicant:	Craig Elliott, AIA, Representative
Location:	1059 Park Avenue
Zoning:	Historic Residential (HR-1)
Adjacent Land Uses:	Residential
Reason for Review:	Plat amendment require Planning Commission review and City Council approval

Background

On March 5, 2010, the City received a completed application for a plat amendment for the existing property at 1059 Park Avenue. The plat amendment combines all of Lot 14 with the southerly 10 feet of Lot 15 in Block 4 of Snyders Addition to the Park City survey. The resulting lot of record is 35 feet wide by 75 feet deep. Another existing house occupies the northerly 15 feet of Lot 15 and all of Lot 16, Block 10.

The applicant has also submitted an historic district design review application for an addition to the existing historic home. The applicant cannot obtain a building permit to build across a lot line. A plat amendment must be recorded prior to issuance of a building permit for the proposed addition.

On April 28, 2010, the Planning Commission reviewed the application as a consent agenda item. No public comment was made during this meeting. The Planning Commission forwarded a unanimous positive recommendation to the City Council.

Analysis

The application is to create one lot of record at 1059 Park Avenue. Currently, the existing historic home is situated upon an interior lot line. The plat amendment will reflect the current ownership and will bring the existing home into compliance with the Land Management Code for setbacks in the HR-1 district.

The proposed plat amendment will create one lot of record that is 35 feet wide by 75 feet deep. The area of the proposed lot is 2625 square feet. The minimum lot size in the HR-1 zoning district is 1875 square feet. The minimum lot width in the HR-1 zone is 25 feet.

The following table explains the site requirements for lots within the HR-1 zoning district and how the proposals comply with the zoning regulations:

Required	Proposed Lot
Lot Size: Minimum 1875 square feet	2625 square feet
Density: Minimum lot size for single family dwelling is 1875 square feet and for a duplex 3,750 square feet.	Single family dwelling is an allowed use.
Front yard. The minimum front yard is ten feet. (10')	Existing historic home is 20' from front property line.
Rear yard. The minimum rear yard is ten feet (10')	Existing historic home is 25' from rear lot line.
Side yard. The minimum side yard is three feet (3') and six feet (6') combined.	Existing historic home is 4 feet from side lot line.
Footprint: based on 2,625 square foot lot	1,132.5 square feet

Planning Staff finds there is good cause for the plat amendment as it will remove an interior lot line and create a clean ownership boundary for the property. Staff finds that the plat will not cause undo harm on any adjacent property owners because the proposal meets the requirements of the Land Management Code and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements.

Department Review
The Planning Department has reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State Law prior to recording. The request was discussed at internal Staff meetings where representatives from local utilities and City Staff were in attendance. Issues which were brought up during the staff meeting have been resolved.

Notice
Notice of this hearing was sent to property owners within 300 feet. Legal notice was also placed in the Park Record.

Public Input
No comments have been received by staff at the date of this writing.

Alternatives
1. The City Council may approve the the 1059 Park Avenue Subdivision as conditioned or amended; or
2. The City Council may deny the 1059 Park Avenue Subdivision and direct staff to make Findings for this decision; or

3. The City Council may continue the 1059 Park Avenue Subdivision.

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

Consequences of not taking the Suggested Recommendation
The lot would remain as is and a future building permit for an addition could not be obtained by the owner.

Recommendation
Staff recommends that the City Council hold a public hearing the 1059 Park Avenue Subdivision and consider approving the subdivision based on the findings of fact, conclusions of law and conditions of approval outlined in the attached ordinance.

Exhibits
Exhibit A – Proposed Ordinance
Exhibit B – Survey

Ordinance No. 10-

AN ORDINANCE APPROVING THE 1059 PARK AVENUE SUBDIVISION LOCATED WITHIN LOT 14 AND THE SOUTHERLY 10 FEET OF LOT 15 IN BLOCK 4, SNYDERS ADDITION TO THE PARK CITY SURVEY, PARK CITY, SUMMIT COUNTY, UTAH

WHEREAS, the owner of the properties known as 1059 Park Avenue, has petitioned the City Council for approval of a plat amendment for the existing Lot 14 and the southerly 10 feet of Lot 15 in Block 4, Snyders Addition to the Park City Survey; 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 April 28, 2010, to receive input on the 1059 Park Avenue Subdivision; and

WHEREAS, the Planning Commission, on April 28, 2010, forwarded a positive recommendation to the City Council; and

WHEREAS, on May 20, 2010, the City Council approved the 1059 Park Avenue Subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the 1059 Park Avenue Subdivision.

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 1059 Park Avenue Subdivision as shown in Attachment 1 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 1059 Park Avenue within the HR-1 zoning district.
2. The plat amendment is for the existing Lot 14 and the southerly 10 feet of Lot 15 in Block 4, Snyders Addition to the Park City Survey
3. The proposed plat amendment will create one lot of record that is 35 feet wide by 75 feet deep. The minimum lot width in the HR-1 zone is 25 feet.
4. The area of the proposed lot is 2625 square feet. The minimum lot size in

the HR-1 zoning district is 1875 square feet. There is an existing historic home located at 1059 Park Avenue.

5. The neighborhood is characterized by single family and multi-family homes and condominiums.
6. All findings within the Analysis section are incorporated herein.

Conclusions of Law:

1. There is good cause for this subdivision.
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 subdivision.
4. As conditioned the subdivision is consistent with the Park City General Plan.

Conditions of Approval:

1. The City Attorney and City Engineer review and approval of the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.
2. The applicant will record the subdivision at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
3. A ten foot wide public snow storage easement is required along the front of the property.
4. No remnant parcels are separately developable.

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

PASSED AND ADOPTED this 20th day of May 2010.

PARK CITY MUNICIPAL CORPORATION

____

Dana Williams, Mayor

Attest:

____

Janet M. Scott, City Recorder

Approved as to form:

____

Mark D. Harrington, City Attorney

Attachment 1

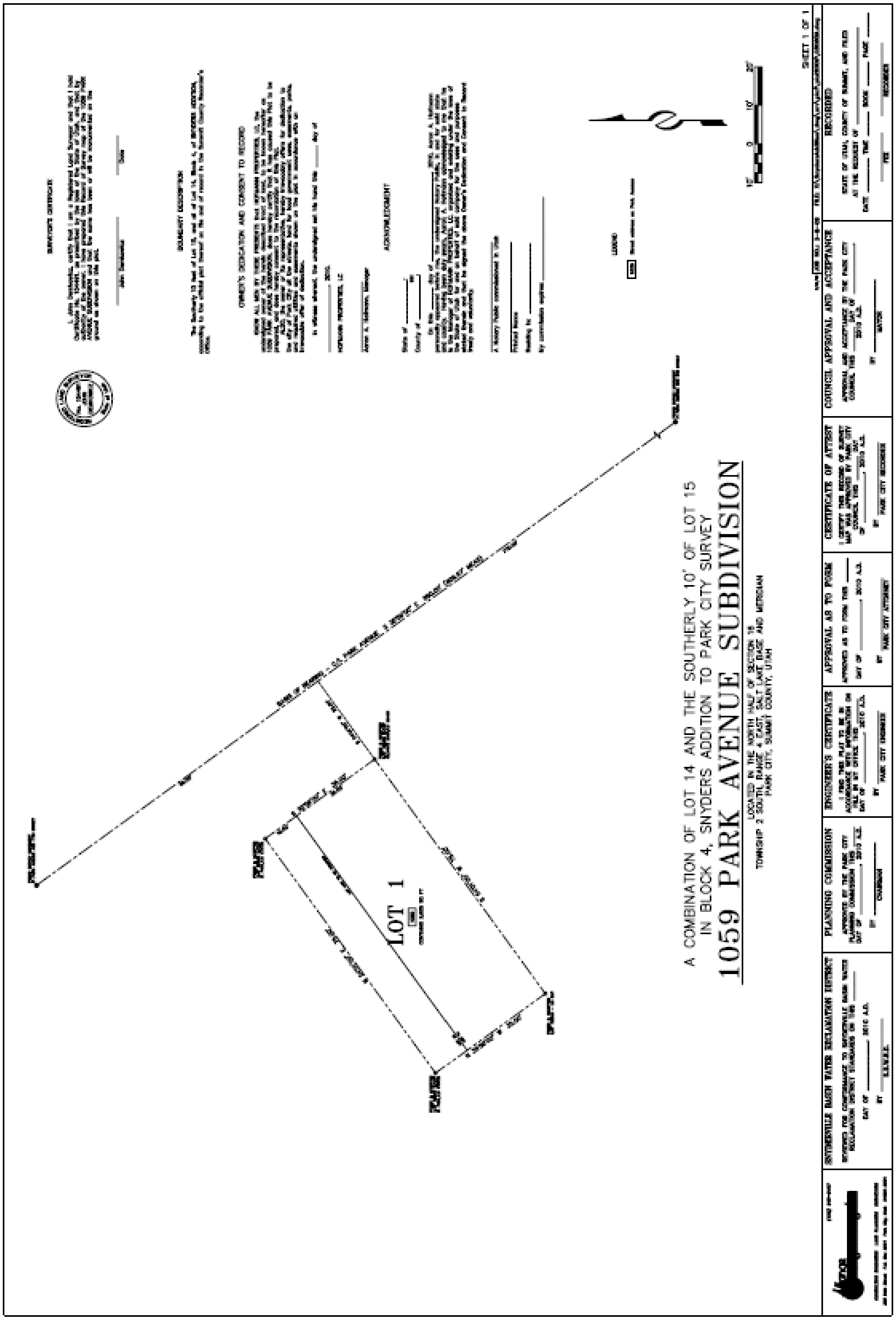
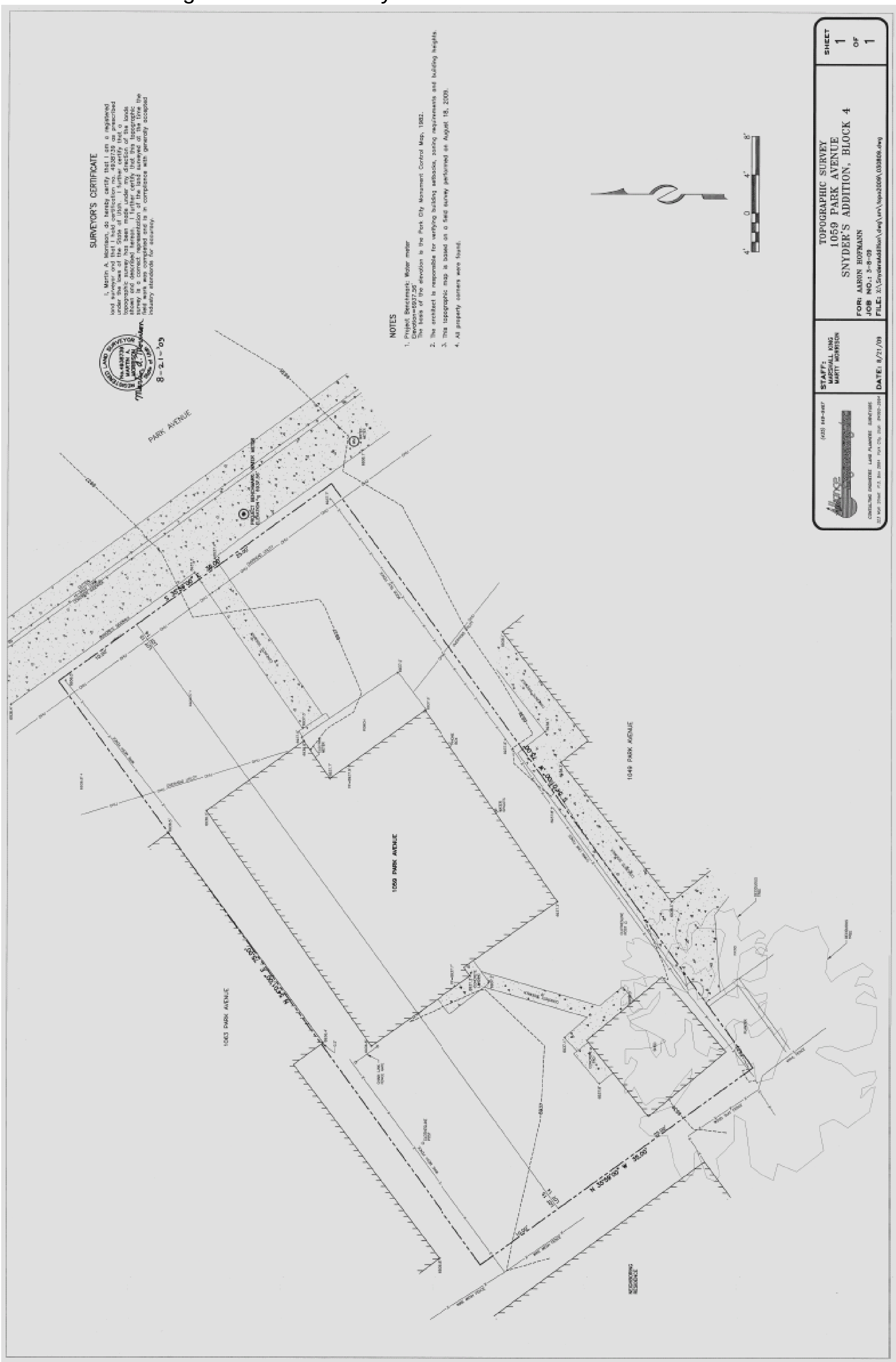


Exhibit B. Existing Conditions Survey



City Council Staff Report

Subject: Prospector Square Amended Plat
Author: Brooks T. Robinson, Principal Planner
Project #: PL-10-00920
Date: May 20, 2010
Type of Item: Administrative – Subdivision Plat

PARK CITY 1884 PLANNING DEPARTMENT

Summary Recommendations

Staff recommends the City Council hold a public hearing for the Prospector Square Amended Plat and consider approval based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Topic

Applicant: Park City Marriott, represented by Jack Johnson Company
Location: 1895 Sidewinder Drive
Zoning: General Commercial (GC)
Adjacent Land Uses: Other commercial developments in Prospector Square

Background

On February 18, 2010, the City received a completed application to amend the Prospector Square subdivision plat. The proposed plat combines lots 10A, 10B, 10C, 10D, 11, 12A, 12B, and 12C into one lot of record. The existing Park City Marriott straddles all the aforementioned lots. The proposed single lot would be 45,195 square feet in size. The City requested the lot combination as a condition of approval of a building permit for an addition to the building. The addition would extend the second floor meeting space into the common area of the Prospector Square Property Owners Association. The Association has a signed easement agreement for this construction and use. In addition, the long-standing non-compliant tent will be removed from the area.

The Planning Commission held a public hearing on April 28, 2010, and forwards a unanimous positive recommendation.

Analysis

The zoning for the subdivision is General Commercial subject to the following criteria:

	Permitted	Proposed
Height	35' (+5' for pitched roof)	No height exception
Setback	Zero Lot Lines in Prospector	0'
Parking	Meeting space is considered Support Commercial not requiring	Parking is allowed in all Prospector Square lots (A-K): in addition Marriott has

	additional parking	underground parking.

Staff finds good cause for this amended subdivision plat as it removes lot lines under an existing building, which is a non-complying situation.

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 not received any public input at the time of this report.

Alternatives

- The City Council May approve the Prospector Square Amended Subdivision plat as conditioned or amended, or
- The City Council may deny the Prospector Square Amended Subdivision plat and direct staff to make Findings for this decision, or
- The City Council may continue the discussion on the Prospector Square Amended Subdivision plat.

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

Consequences of not taking the Suggested Recommendation
The addition would not be permitted.

Recommendation
Staff recommends the City Council hold a public hearing for the Prospector Square Amended Subdivision plat and consider approval based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits
Exhibit A – Ordinance with plat

Ordinance No. 10-

AN ORDINANCE APPROVING THE PROSPECTOR SQUARE AMENDED SUBDIVISION PLAT LOCATED AT 1895 SIDEWINDER DRIVE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Park City Marriott, located at 1895 Sidewinder Drive, Lots 10A, 10B, 10C, 10D, 11, 12A, 12B, and 12C of the Prospector Square Subdivision, have petitioned the City Council for approval of the Prospector Square Amended Subdivision plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on April 28, 2010, to receive input on the Prospector Square Amended Subdivision plat;

WHEREAS, the Planning Commission, on April 28, 2010, forwarded a recommendation to the City Council; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the Prospector Square Amended Subdivision plat.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Prospector Square Amended Subdivision plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:
1. The property is located at 1895 Sidewinder Drive.
2. The Park City Marriott is located in the General Commercial (GC) zoning district.
3. The subject property combines Lots 10A, 10B, 10C, 10D, 11, 12A, 12B, and 12C of the Prospector Square Subdivision into one lot of record.
4. The Park City Marriott proposes to add a second story meeting space over the Common Area of the Prospector Square Property Owners Association (PSPOA).
5. The PSPOA has signed an easement granting permission for the addition.
6. Meeting space is considered Support Commercial not requiring additional parking. Parking is allowed in all Prospector Square lots (A-K); in addition Marriott has underground parking.

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

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

PASSED AND ADOPTED this ____ day of May, 2010.

PARK CITY MUNICIPAL CORPORATION

____
Dana Williams, MAYOR

ATTEST:

____
Jan Scott, City Recorder

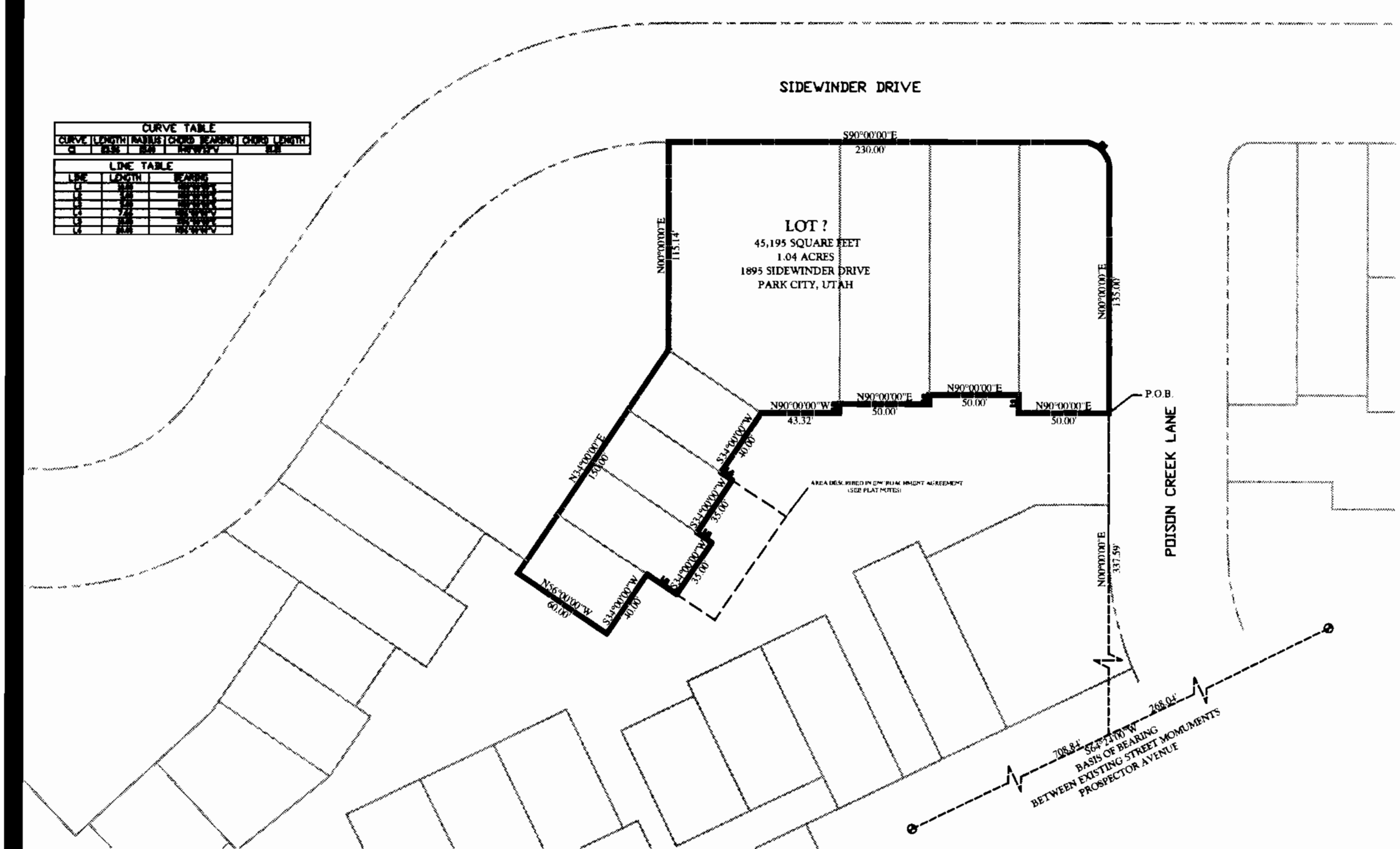
APPROVED AS TO FORM:

____
Mark Harrington, City Attorney

Exhibits
Exhibit A – Record of Survey plat

PROSPECTOR SQUARE AMENDED PLAT
AMENDED LOTS 10A, 10B, 10C, 10D, 11, 12A, 12B, 12C
SUBDIVISION PLAT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH



LEGAL DESCRIPTION

SURVEYOR'S CERTIFICATE

PLAT NOTES

OWNER'S DEDICATION AND CONSENT TO RECORD

PARK CITY MUNICIPAL CORPORATION

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SUMMIT

NOTARY PUBLIC

MY COMMISSION EXPIRES

RESIDING AT

N

0 15 30 60 90

SCALE: 1"=30'

JACK JOHNSON COMPANY

Designing World Destinations

CERTIFICATE OF ATTEST	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	COUNCIL APPROVAL AND ACCEPTANCE	CITY ENGINEER	CITY PLANNING COMMISSION	APPROVAL AS TO FORM	RECORDED
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF ________ 2010	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS THIS ____ DAY OF ________ 2010	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF ________ 2010 A.D.	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF ________ 2010 A.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION ON THIS ____ DAY OF ________ 2010	APPROVED AS TO FORM THIS ____ DAY OF ________ 2010 A.D.	STATE OF UTAH, COUNTY OF SUMMIT
PARK CITY RECORDER	S.B.W.R.D.	MAYOR	PARK CITY ENGINEER	CHAIRMAN	PARK CITY ATTORNEY	

FEB 18 2010

City Council
Staff Report

Subject:	**Nakoma Condominiums – First Amendment to Amended and Restated Nakoma Condominiums Plat**
Author:	**Brooks T. Robinson, Principal Planner**
Project #:	**PL-10-00898**
Date:	**May 20, 2010**
Type of Item:	**Administrative – Condominium Plat**

PARK CITY 1884 PLANNING DEPARTMENT

Summary Recommendations
Staff recommends the City Council hold a public hearing for the Nakoma Condominiums First Amendment to the Amended and Restated record of survey plat for units 9 through 16 and consider approval based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Topic

Applicant:	Friends of Flagstaff, LLC
Location:	8800 Marsac Avenue, Lot B, Northside Subdivision II, Pod B1, Village at Empire Pass
Zoning:	Residential Development (RD) as part of the Flagstaff Master Planned Development (MPD)
Adjacent Land Uses:	Other development parcels of the Village at Empire Pass, Pod B1, and Open Space.

Background
On June 24, 1999, Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and development agreement for the 1,655 acre Flagstaff Mountain area. Resolution 20-99 granted the equivalent of a “large-scale” master planned development (MPD) and set forth the types and locations of land use; maximum densities; timing of development; development approval process; as well as development conditions and amenities for each parcel.

On September 11, 2002, the Planning Commission approved a Master Planned Development for the Flagstaff Mountain Resort Phase II. This Master Planned Development included eighteen (18) detached single-family dwelling units utilizing 27 Unit Equivalents (UEs) on the Northside Village Subdivision II, Lot B; 25 townhouse multi-unit dwellings utilizing 37.5 UEs on Northside Village Subdivision II, Lot C; and a twenty-two (22) condominium multi-unit building utilizing 33 UEs on Northside Village Subdivision II, Lot D. Lot C has been developed as Ironwood at Deer Valley, Lot D is being constructed as the Grand Lodge at Deer Valley.

The Planning Commission approved an amendment to Lot B on October 27, 2004, in which the UE count on Lot B increased from 27 to 45, while maintaining the same footprint and maximum house size requirements as previously approved (3,000 square foot footprint with a maximum house size of 5,000 square feet).

The Planning Commission approved a MPD amendment to Lot B on October 26, 2005, in which the unit locations and the road alignment were reconfigured, while maintaining the same footprint and maximum house size requirements as previously approved.

On July 6, 2006, the City Council approved the Nakoma Condominiums record of survey located on Lot B. That record of survey platted the first 8 units (Units 9-16) plus additional land. The condominium record of survey for the remaining units (1-8,17 and 18) was approved by the City Council on September 20, 2007. That record of survey has not been recorded yet and has expired.

A second amendment to the MPD was approved by the Planning Commission on April 23, 2008. That amendment allowed for the combination of units 17 and 18 into a single unit of 7,500 square feet and further allowed the distribution of the square footage to the other un-built units. Units 1-16 still have a maximum footprint of 3,000 square feet while unit 17 (combined unit) is allowed a maximum footprint of 5,000 square feet. The total Unit Equivalent count remained unchanged and cannot exceed 45 UEs (90,000 square feet).

On April 23, 2008, the Planning Commission approved a third amendment to the MPD to remove the 5,000 square foot cap on the total square footage of each unit while maintaining the total square footage cap for the project (45 Unit Equivalents or 90,000 square feet of total square footage). That amendment would allow for variations in size from 4,300 to 5,750 square feet and also maintain the cap of 3,000 square feet on the footprint. An exception to both the maximum house size and footprint was allowed with the combination of units 17 and 18. In this case, the maximum square footage would be 7,500 square feet with a footprint of 5,000 square feet. The 2,500 square feet lost from the combination of 17 and 18 can be redistributed through the other units. An amended plat was also approved in conjunction with the Third MPD Amendment. The Amended and Restated Nakoma Condominiums plat was recorded on December 31, 2008.

On November 11, 2009, the Planning Commission approved a Fourth Amendment to the MPD. The Fourth Amended MPD allows the following:

- Units 1 and 2 combined into a duplex configuration, maximum footprint of 6000 square feet.
- Unit 17 (previously combined with unit 18 into one larger unit) with an option to become a duplex, returning the unit count back 18. As a duplex, footprint increases from 5000 square feet to 6000 square feet.
- Reduce minimum unit size from 4300 to 4000 square feet.
- Maintain maximum unit size at 5,750 square feet (except if unit 18 is not constructed as a duplex with unit 17 and 17 can be 7,500sf).
- Maximum cap of 45 Unit Equivalents remain.

On January 28, 2010, the City received a completed application for the First amendment to the Amended and Restated Nakoma Condominiums plat. A plat note on each of the previous record of survey plats required the re-platting once the units were constructed to show to actual unit configuration. This First Amendment proposed record of survey is for units 9 through 16. All units have been issued Building Permits and are in various stages of construction (most completed).

The Planning Commission held a public hearing on this application and forwarded a unanimous recommendation for approval at their regular hearing on April 28, 2010. There was no public comment.

Analysis

The zoning for the subdivision is Residential Development subject to the following criteria:

	Permitted	**Proposed**
Height	28’ (+5’ for pitched roof)	No height exception
Front setback	20’, 25’ to front facing garage	No setback reductions
Rear setback	15’ from Lot B boundary	Exceeds the 15’ requirement (160’+)
Side setbacks	12’ from Lot B boundary	Exceeds the 12’ requirement (30’+)
Parking	Two spaces required	Two spaces in garages provided

The platted units 9-16 are the following sizes:

Unit 9	5,564 Square feet
Unit 10	5,449 Square feet
Unit 11	5,112 Square feet
Unit 12	5,114 Square feet
Unit 13	5,541 Square feet
Unit 14	5,167 Square feet
Unit 15	4,582 Square feet
Unit 16	4,868 Square feet

Each unit has a garage less than 600 square feet. The Total Unit Equivalents consumed in these eight units are 20.7.

Staff finds good cause for this record of survey as this condominium is consistent with the development pattern envisioned in the amended MPD, the 14 Technical Reports, and the previous requirement that the units be replatted.

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 not received any public input at the time of this report.

Alternatives

- The City Council may approve the Nakoma Condominiums First Amendment to the Amended and Restated Nakoma Condominiums record of survey plat as conditioned or amended, or
- The City Council may deny the Nakoma Condominiums First Amendment to the Amended and Restated Nakoma Condominiums record of survey plat and direct staff to make Findings for this decision, or
- The City Council may continue the discussion on the Nakoma Condominiums First Amendment to the Amended and Restated Nakoma Condominiums record of survey plat.

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

Consequences of not taking the Suggested Recommendation
The plat would not be in compliance with the amended Master Planned Development and previous plat requirements.

Recommendation
Staff recommends the City Council hold a public hearing for the Nakoma Condominiums First Amendment to the Amended and Restated Nakoma Condominums record of survey plat and consider approval based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits
Exhibit A – Ordinance with plat

Ordinance No. 10-

AN ORDINANCE APPROVING THE NAKOMA CONDOMINIUMS FIRST AMENDMENT TO THE AMENDED AND RESTATED NAKOMA CONDOMINIUMS RECORD OF SURVEY PLAT LOCATED AT 8800 MARSAC AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Nakoma Condominiums, located at 8800 Marsac Avenue, Lot B of the Northside Village Subdivision II, have petitioned the City Council for approval of the Nakoma Condominiums First Amendment to the Amended and Restated Nakoma Condominums record of survey plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on April 28, 2010, to receive input on the Nakoma Condominiums First Amendment to the Amended and Restated Nakoma Condominiums record of survey plat;

WHEREAS, the Planning Commission, on April 28, 2010, forwarded a recommendation to the City Council; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the Nakoma Condominiums First Amendment to the Amended and Restated Nakoma Condominiums record of survey plat.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Nakoma Condominiums First Amendment to the Amended and Restated Nakoma Condominiums record of survey as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 8800 Marsac Avenue.
2. The Nakoma Condominiums are located in the RD-MPD zoning district.
3. The City Council approved the Flagstaff Mountain Development Agreement/Annexation Resolution 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum densities, location of densities, and developer-offered amenities.

4. On September 11, 2002, the Planning Commission approved a Master Planned Development for the Flagstaff Mountain Resort Phase II (Pod B-1).
5. The approved Flagstaff Mountain Resort Phase II MPD includes a maximum density assignment and conceptual site design for eighteen (18) detached single family units utilizing not more than 27 Unit Equivalents on Northside Village Subdivision II, Lot B.
6. The Planning Commission approved an MPD amendment to Lot B on October 27, 2004, in which the UE count on Lot B increased from 27 to 45, while maintaining the same footprint and maximum house size requirements as previously approved.
7. The Planning Commission approved a second amendment to the Nakoma Master Planned Development on April 23, 2008. That amendment allowed for the combination of units 17 and 18 into a single unit of 7,500 square feet and further allowed the distribution of the square footage to the other un-built units. Units 1-16 still have a maximum footprint of 3,000 square feet while unit 17 (combined unit) is allowed a maximum footprint of 5,000 square feet. The total Unit Equivalent count remained unchanged and cannot exceed 45 UEs (90,000 square feet).
8. On April 23, 2008, the Planning Commission approved the third amendment to the MPD to remove the 5,000 square foot cap on the total square footage of each unit while maintaining the total square footage cap for the project (45 Unit Equivalents or 90,000 square feet of total square footage). That amendment would allow for variations in size from 4,300 to 5,750 square feet and also maintain the cap of 3,000 square feet on the footprint. The approved maximum building footprint for the units 1-16 detached single-family units on Northside Village Subdivision II, Lot B, is 3,000 square feet with a maximum house size between 4,300 square feet and 5,750 square feet (whether considered a Basement or Floor Area by LMC definition). An additional 600 square feet is allowed for a garage.
9. Unit 17 may be up to 7,500 square feet of floor area (again, whether Basement or Floor Area as defined by the LMC) with a footprint not to exceed 5,000 square feet.
10. On November 11, 2009, the Planning Commission approved a Fourth Amendment to the MPD. The Fourth Amended MPD allows the following:
    - Units 1 and 2 combined into a duplex configuration, maximum footprint of 6000 square feet.
    - Unit 17 (previously combined with unit 18 into one larger unit) with an option to become a duplex, returning the unit count back 18. As a duplex, footprint increases from 5000 square feet to 6000 square feet.
    - Reduce minimum unit size from 4300 to 4000 square feet.
    - Maintain maximum unit size at 5,750 square feet (except if unit 18 is not constructed as a duplex with unit 17 and 17 can be 7,500sf).
    - Maximum cap of 45 Unit Equivalents remain.
11. The proposed amended record of survey is consistent with the approved and amended Master Planned Development for the Flagstaff Mountain Resort Phase II and the previous record of survey plats requiring a replatting of the units.
12. Two parking spaces are required for each unit.
13. Each building is required to conform to the 28+5 foot height requirement of the RD zone.
14. Each building meets or exceeds the required setbacks of the RD zone.
15. Each unit has a garage less than 600 square feet.

16. The Total Unit Equivalents consumed in these eight units are 20.7 UEs.

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 amended record of survey for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the amended record of survey at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void.
3. All conditions of approval of the Flagstaff Mountain Resort Phase II (Pod B-1) Master Planned Development, as amended, and the Northside Village Subdivision II plat shall continue to apply.

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

PASSED AND ADOPTED this ____ day of May, 2010.

Exhibits
Exhibit A – Record of Survey plat

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 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 owner(s), this Condominium Plat of the NAKOMA CONDOMINIUMS, a Utah Expandable Condominium Project, in accordance with the provisions of the Utah Condominium Ownership Act. I further certify that the information shown hereon is correct.

JOHN DEMKOWICZ, L.S. #154491 ________ DATE

BOUNDARY DESCRIPTIONS

A portion of Lot B, Northside Village Subdivision II, according to the official plat of record and on file in the office of the Summit County Recorder, Recorded June 28, 2002, Entry No. 623453 being more particularly described as follows:
A parcel of land located in the northwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly as follows:
Beginning at the northeast corner of Lot B, Northside Village Subdivision II, recorded June 28, 2002 as entry number 623453, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; and running thence South 38°28'12" West 167.44 feet to a point on a non tangent curve to the right having a radius of 115.00 feet, of which the radius point bears South 38°28'12" West; thence southeasterly along the arc of said curve 93.79 feet through a central angle of 46°43'50"; thence South 04°47'58" East 45.50 feet to a point on a curve to the right having a radius of 70.00 feet, of which the radius point bears South 85°12'02" West; thence along the arc of said curve 79.89 feet through a central angle of 65°23'39"; thence South 80°35'42" West 98.55 feet; thence South 01°32'28" East 46.11 feet; thence South 87°06'34" East 24.90 feet to a point on a non tangent curve to the right having a radius of 65.00 feet, of which the radius point bears South 03°28'30" West; thence southeasterly along the arc of said curve 61.29 feet through a central angle of 54°01'17"; thence South 32°30'13" East 14.91 feet to the northerly boundary of Marsac Avenue Right of Way, recorded June 28, 2002 as entry number 623451, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, said point also being on the boundary of said Lot B, Northside Village Subdivision II, and on a non tangent curve to the left having a radius of 1183.33 feet, of which the radius point bears South 06°26'50" West; thence along the northerly boundary of Marsac Avenue Right of Way the following two (2) courses: 1) westerly along the arc of said curve 164.98 feet through a central angle of 07°59'18" to a point of compound curve to the left having a radius of 375.00 feet, of which the radius point bears South 01°32'28" East; thence 2) southwesterly along the arc of said curve 299.30 feet through a central angle of 45°43'48"; thence North 30°15'19" West 87.23 feet; thence North 48°44'54" West 361.09 feet to the northerly boundary of said Lot B; thence along the northerly boundary of said Lot B the following two (2) courses: 1) North 59°54'31" East 564.66 feet; thence 2) South 86°31'59" East 351.13 feet to the point of beginning.

Description contains 6.46 acres, more or less.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, Friends of Flagstaff, LLC, A UTAH LIMITED LIABILITY COMPANY, the owner of the tract of land described herein as NAKOMA CONDOMINIUMS, a Utah Expandable Condominium Project, located on said tract of land, hereby certifies that it has caused this survey to be made and this Condominium Plat consisting of ONE (1) sheet to be prepared, and does hereby consent to the recordation of this Record of Survey Map and submit this property to the Utah Condominium Ownership Act.

The owner certifies that the Units shown on this plat, but not under construction at the time the plat was recorded, will, when completed be in conformance with the approved Master Planned Development, Declaration of Condominium, recorded concurrently herewith, and the Land Management Code of Park City Municipal Corporation.

In witness whereof the undersigned has executed this certificate and dedication this ____ day of _______, 2006.

Friends of Flagstaff LLC,
A Utah Limited Liability Company

By: ____________________

Title: ____________________

ACKNOWLEDGMENT

State of ____________:
ss:
County of ___________:

This instrument was acknowledged before me this _____ day of ____________, 2006

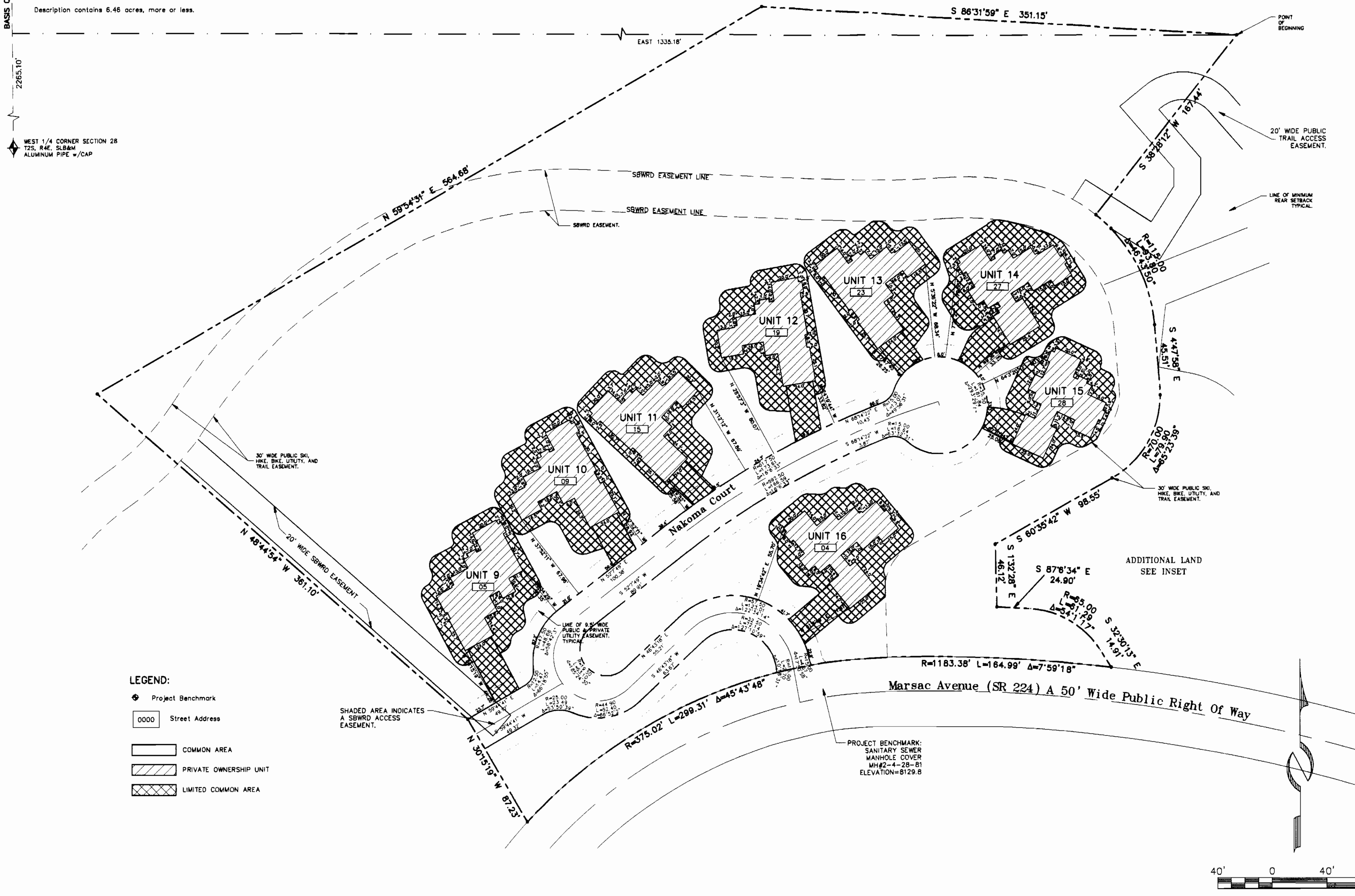
by ________________, the ________________ of Friends of Flagstaff LLC, a Utah Limited Liability Company.

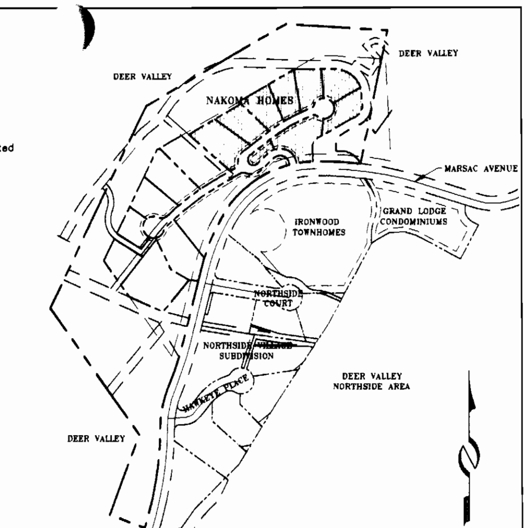
____
Notary Public

____
Printed Name

Residing in: ____________________

My commission expires: __________





VICINITY MAP SCALE: 1"=300'

NOTES:

1. Unless otherwise approved by Park City, (i) the footprint for each Unit shall not exceed 3,000 square feet; (ii) the total square footage of each Unit shall not be less than 4,500 square feet and not more than 5,600 square feet; (iii) each Unit may have a garage containing up to 600 square feet (any garage in excess of 600 square feet shall shall be applied against the maximum square footage allowed for the appurtenant Completed Unit; and (iv)the total Unit Equivalents developed in the Nakoma Condominium Project shall not exceed 45. For this purpose Unit Equivalents shall be calculating by taking the aggregate square footage of all Units, dividing by 2,000 and rounding up to the nearest tenth. For the purposes of this Note, square footage shall be calculated from the inside surfaces of the interior boundary walls of each completed Unit, excluding all structural walls as well as shafts, ducts, flues, pipes, conduits, and the wall enclosing such facilities. The provisions of this Note shall amend and supersede the provision of notes of prior plats of Nakoma that are inconsistent with these provisions.
2. The Snyderville Basin Water Reclamation District is hereby granted a perpetual non-exclusive easement over all portions of the Common Area for the purposes of installing, repairing, and maintaining lateral sewer lines and for any other reasonably related purpose.
3. The Limited Common Areas around each unit (except for the driveways) are the "Buffer Areas" described in more detail in the Declaration. The Snyderville Basin Water Reclamation District is hereby granted a perpetual, non-exclusive easement over all portions of the Buffer Area and all Common Area for the purposes of installing, repairing, and maintaining lateral sewer lines and for any other reasonably related purpose.
4. All common area is dedicated as a non-exclusive easement to Park City Municipal Corporation, Snyderville Basin Water Reclamation District (SBWRD), Park City Fire Protection District, Summit County and the Nakoma Homeowners for the purpose of providing access for utility and drainage installation, use, and maintenance and eventual replacement.
5. Nakoma Units 9–16 are served by common private wastewater lateral lines. The Empire Pass Master Homeowners Association, Inc. (the "Master Association") shall be responsible for the maintenance and replacement of all sanitary sewer laterals serving the Nakoma Units within the plat. The cost of such maintenance and replacement shall be paid by Nakoma Owners Association, Inc. as part of the Common Expenses.
6. At the time of any resurfacing of Nakoma Court, the Master Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District Standards.
7. All resultant Common Area is dedicated as a non-exclusive easement to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Protection District, Summit County, for the purpose of providing access for utility and drainage installation, use, maintenance, and eventual replacement.
8. There are Limited Common Areas which surround each Unit, as described herein, for the purpose of providing Unit owners with added privacy and the exclusive right to use and occupy such land surrounding their respective Unit. The use of all Limited Common Areas is described in more detail in the Declaration of Condominium.
9. Access to the units is by private roads and is not warranted by Park City.
10. All property corners to be set along the perimeter boundary as shown hereon.
11. Except as expressly amended by this First Amendment, the Amended and Restated Condominium Plat shall remain in full force and effect and shall not be canceled, suspended, or otherwise abrogated by the recording of this First Amendment.
12. The dimensions of the private spaces and square footage calculations are based upon drawings supplied by Jack Thomas Architects, P.C. The square footages shown on this plat are calculated in accordance with the Utah Condominium Act and Declaration of Condominium for Nakoma Condominiums. Such calculations typically differs somewhat from the square footage determined by the architect or others using a different method of determining unit size. It is the intent that the private ownership area of the units will be as constructed.

FIRST AMENDMENT TO AMENDED AND RESTATED CONDOMINIUM PLAT
NAKOMA CONDOMINIUMS
A UTAH EXPANDABLE CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 28 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN PARK CITY, SUMMIT COUNTY, UTAH

JAN 28 2010

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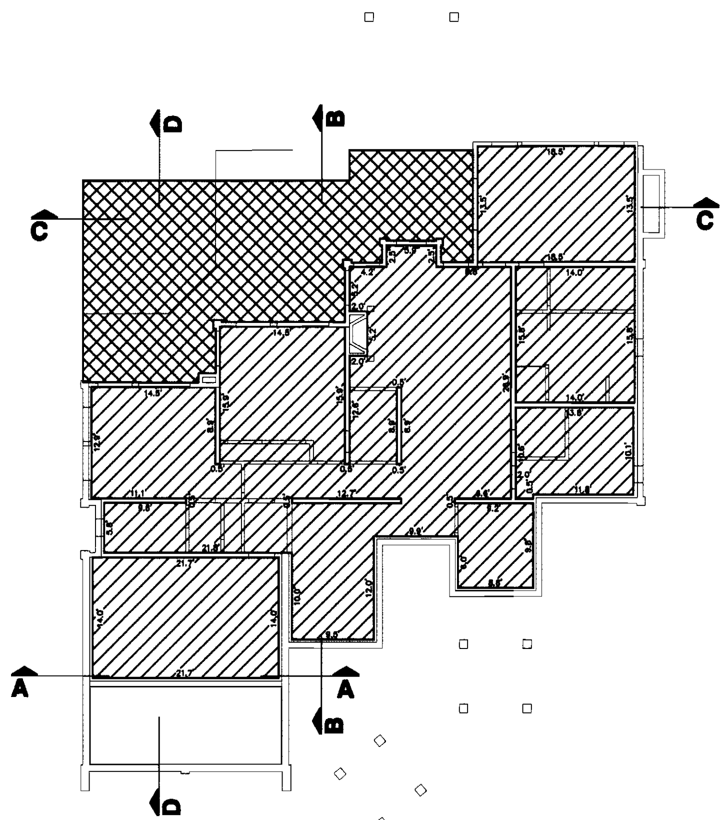
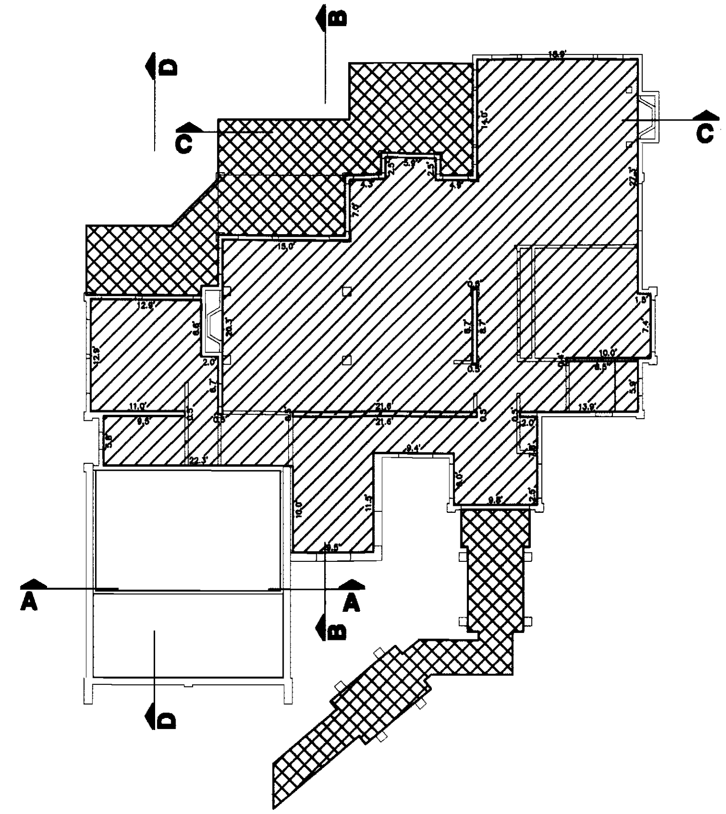
(435) 649-9467 Alliance Engineering Inc CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	**SNYDERVILLE BASIN WATER RECLAMATION DISTRICT** REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ______ DAY OF __________, 2008 A.D. BY ____________ S.B.W.R.D.	**PLANNING COMMISSION** APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF __________, 2008 A.D. BY ____________ CHAIRMAN	**ENGINEER'S CERTIFICATE** 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	**APPROVAL AS TO FORM** APPROVED AS TO FORM THIS _____ DAY OF __________, 2008 A.D. BY ____________ PARK CITY ATTORNEY	**CERTIFICATE OF ATTEST** I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF __________, 2008 A.D. BY ____________ PARK CITY RECORDER	**COUNCIL APPROVAL AND ACCEPTANCE** APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF __________, 2008 A.D. BY ____________ MAYOR	**RECORDED** STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF __________ DATE _______ TIME _____ BOOK _____ PAGE _____ ________ FEE ____________ RECORDER



1 LOWER LEVEL AREAS
SCALE: 1" = 10'



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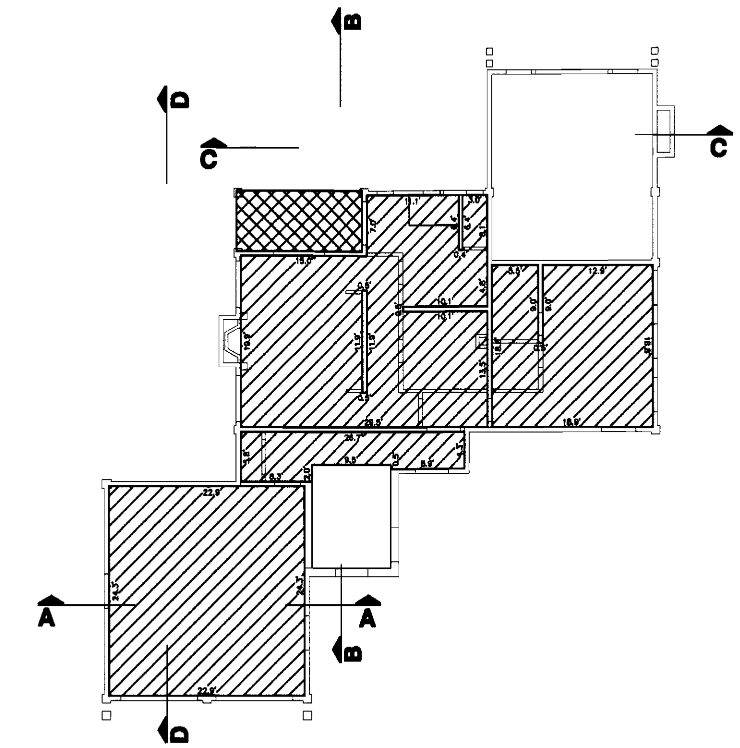


3 UPPER LEVEL AREAS
SCALE: 1" = 10'

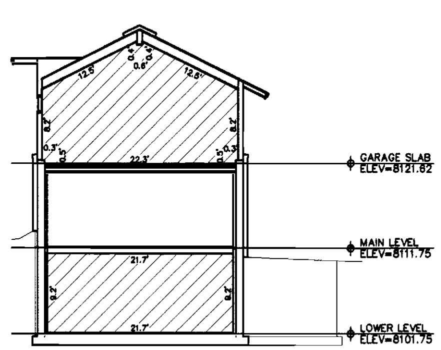
COMMON AREA EASEMENT/

PRIVATE OWNERSHIP UNIT

LIMITED COMMON OWNERSHIP

UNIT SQUARE FOOTAGE TABLE

LEVELS	SQUARE FOOTAGE
LOWER	2,313 SF
MAIN	2,104 SF
UPPER	1,147 SF
TOTAL SF	5,564 SF
GARAGE	558 SF



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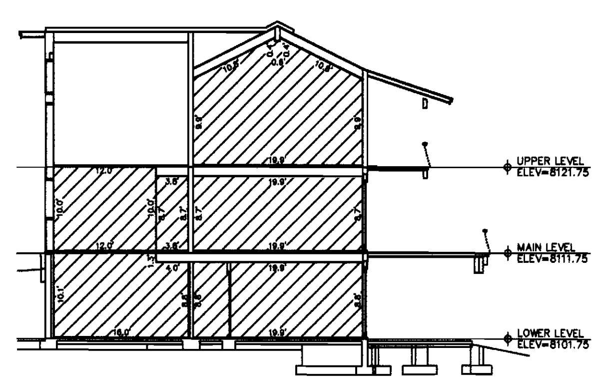

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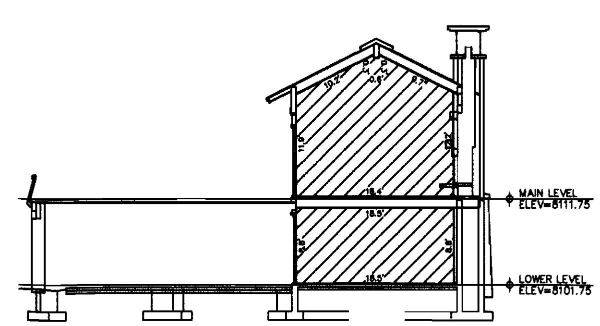

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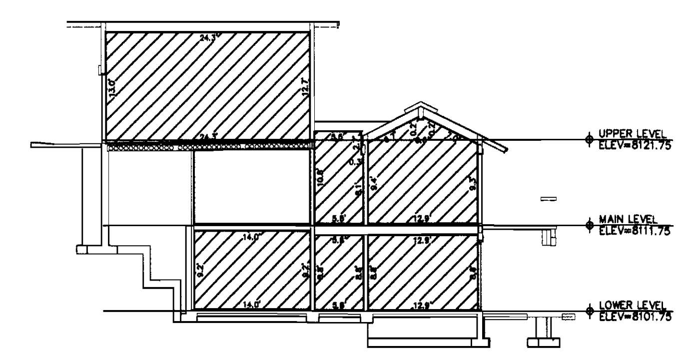

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SCALE: 1" = 10'

RECORD OF SURVEY PLAT

NAKOMA PHASE ONE UNIT 9

A UTAH PROJECT

LOCATED IN SECTION 29, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

JAN 28 2010

SHEET 2 OF 9

JOB NO: 2-10-03

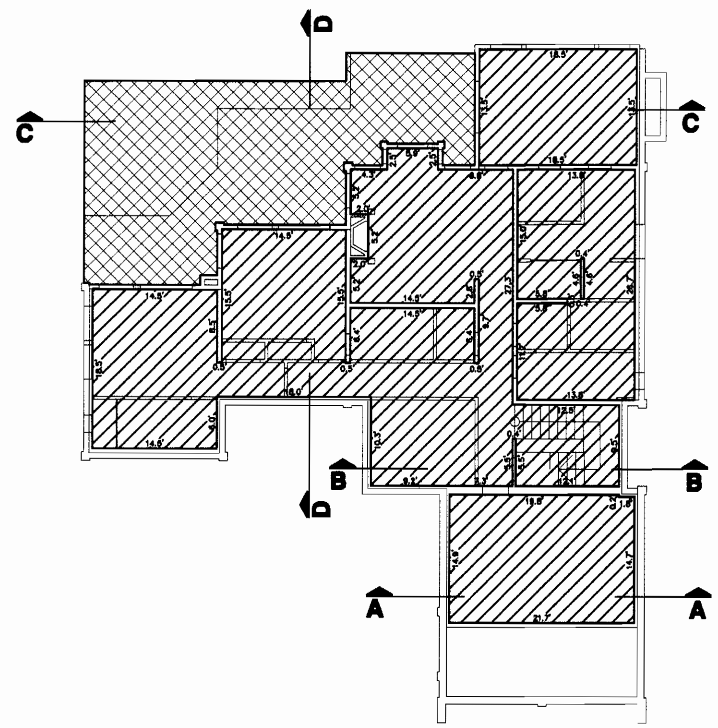
RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF ________

DATE: ______ TIME: ______ BOOK: ______ PAGE: ______

FEE RECORDER

9/29/09



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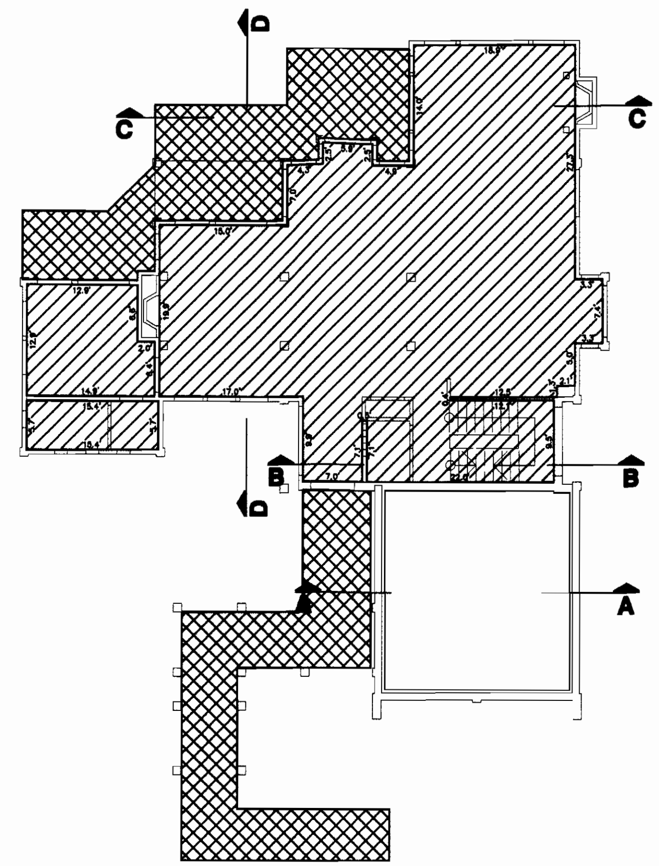

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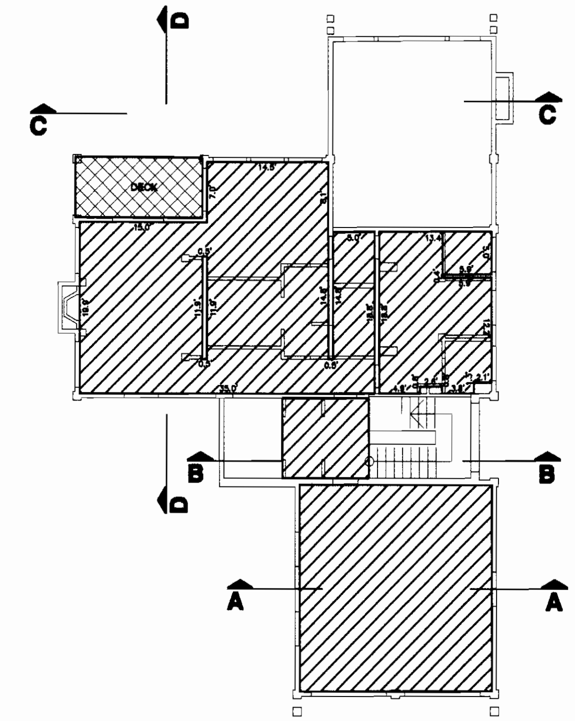


3 UPPER LEVEL AREAS
SCALE: 1" = 10'

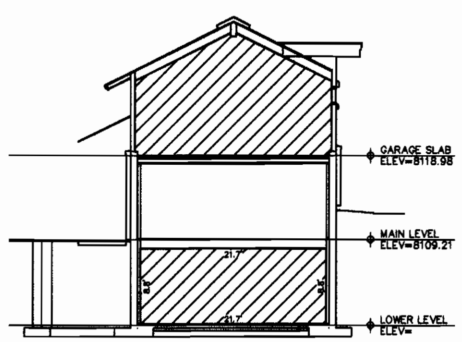
COMMON AREA EASEMENT/
OWNER ACCESS EASEMENT

PRIVATE OWNERSHIP UNIT

LIMITED COMMON OWNERSHIP

UNIT SQUARE FOOTAGE TABLE

FLOOR	SQUARE FOOTAGE
LOWER	2,269 SF
MAIN	2,062 SF
UPPER	1,118 SF
TOTAL SF	5,449 SF
GARAGE	551 SF



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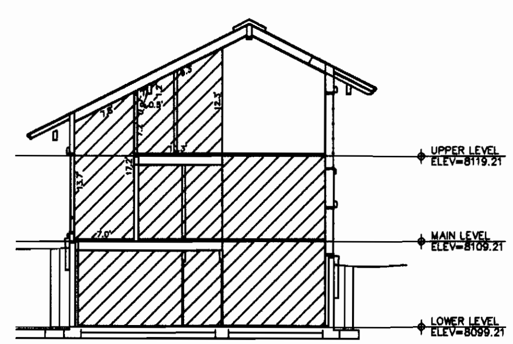

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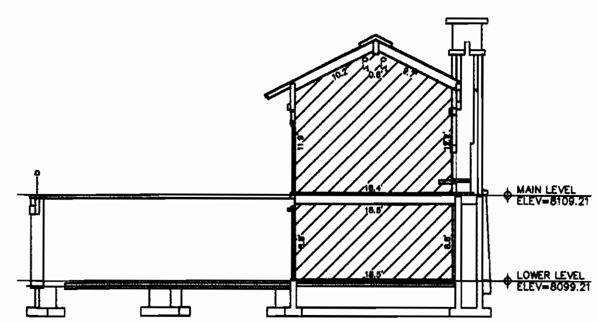

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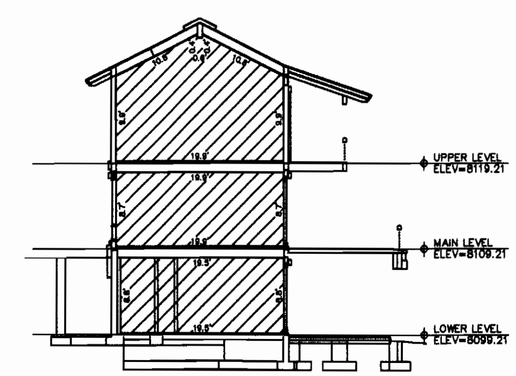

D BUILDING SECTION
SCALE: 1" = 10'

RECORD OF SURVEY PLAT

NAKOMA PHASE ONE UNIT 10

A UTAH PROJECT

LOCATED IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

JAN 28 2010

SHEET 3 OF 9

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RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF ______
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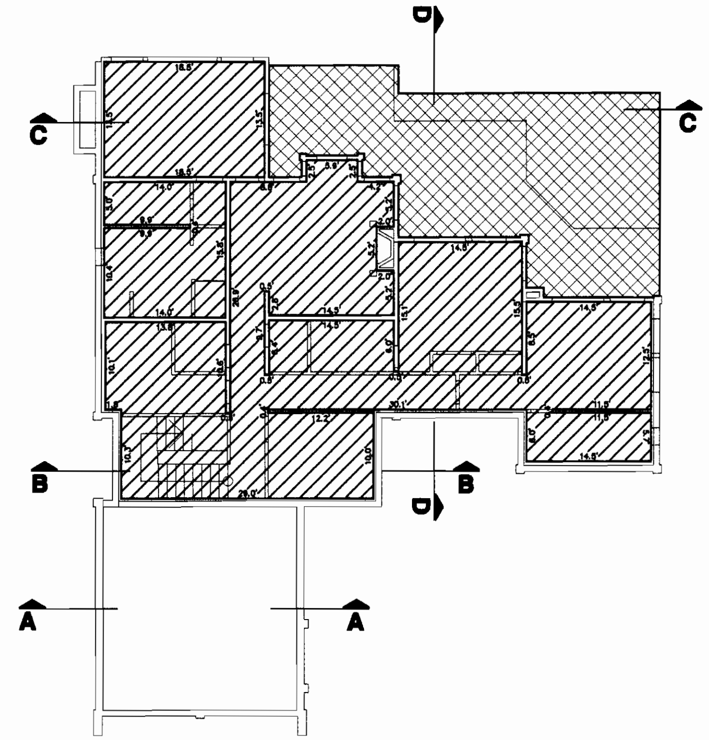
9/29/09



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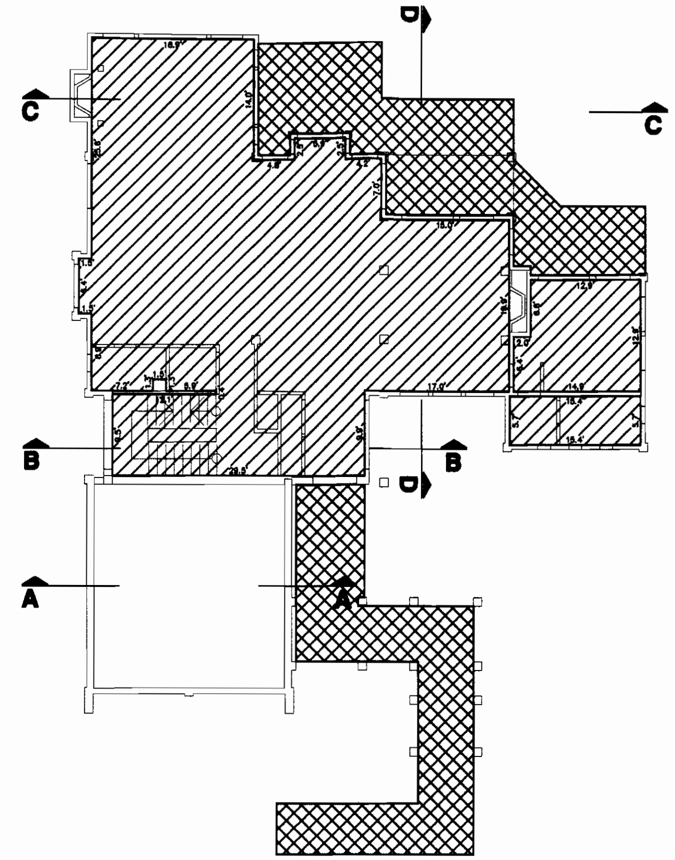

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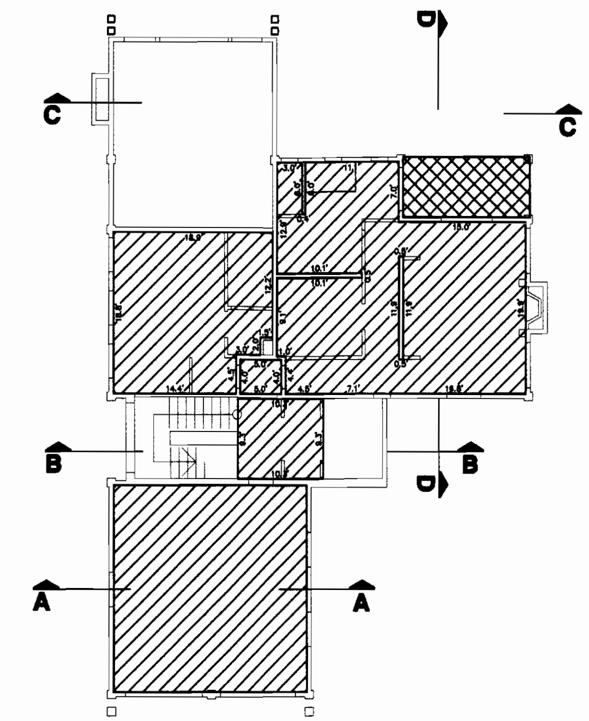


3 UPPER LEVEL AREAS
SCALE: 1" = 10'

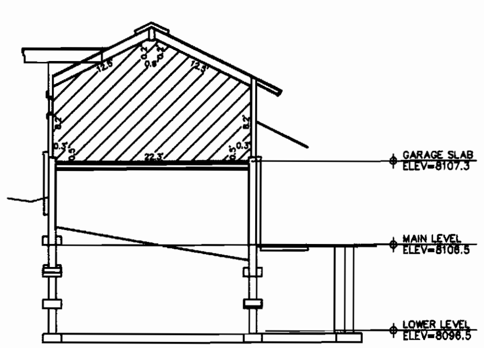
COMMON AREA EASEMENT

PRIVATE OWNERSHIP UNIT

LIMITED COMMON OWNERSHIP

UNIT SQUARE FOOTAGE TABLE

FLOOR	SQUARE FOOTAGE
LOWER	1,942 SF
MAIN	2,052 SF
UPPER	1,118 SF
TOTAL SF	5,112 SF
GARAGE	551 SF



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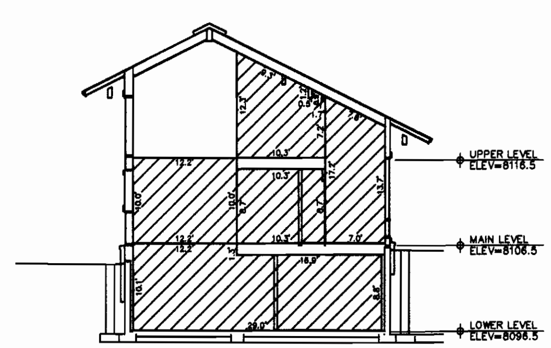

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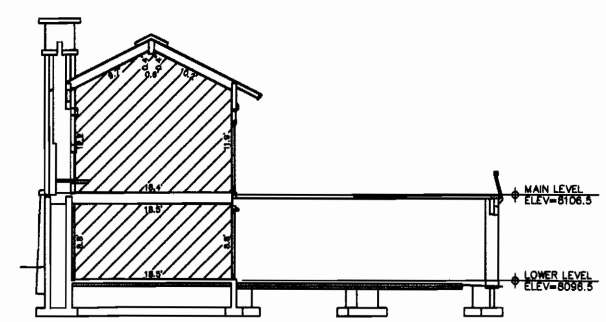

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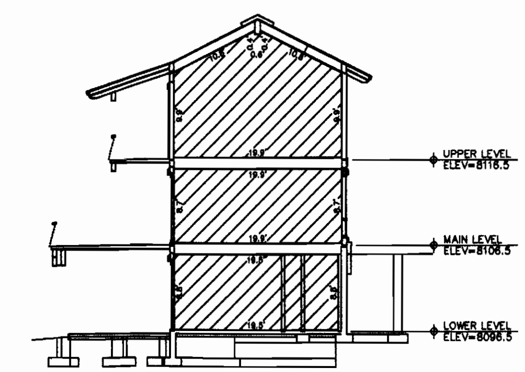

D BUILDING SECTION
SCALE: 1" = 10'

RECORD OF SURVEY PLAT

NAKOMA PHASE ONE UNIT 11

A UTAH PROJECT

LOCATED IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

JAN 28 2010

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JOB NO: 2-10-03

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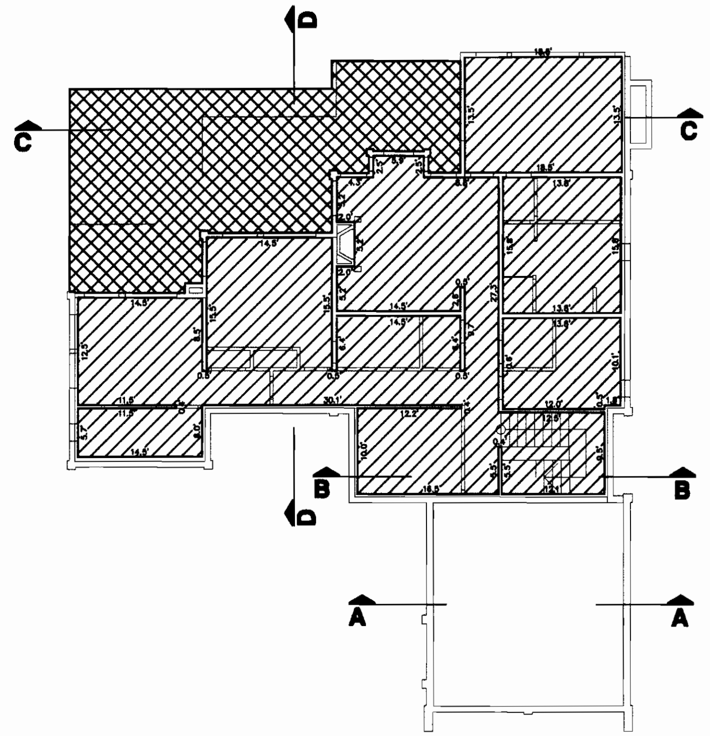

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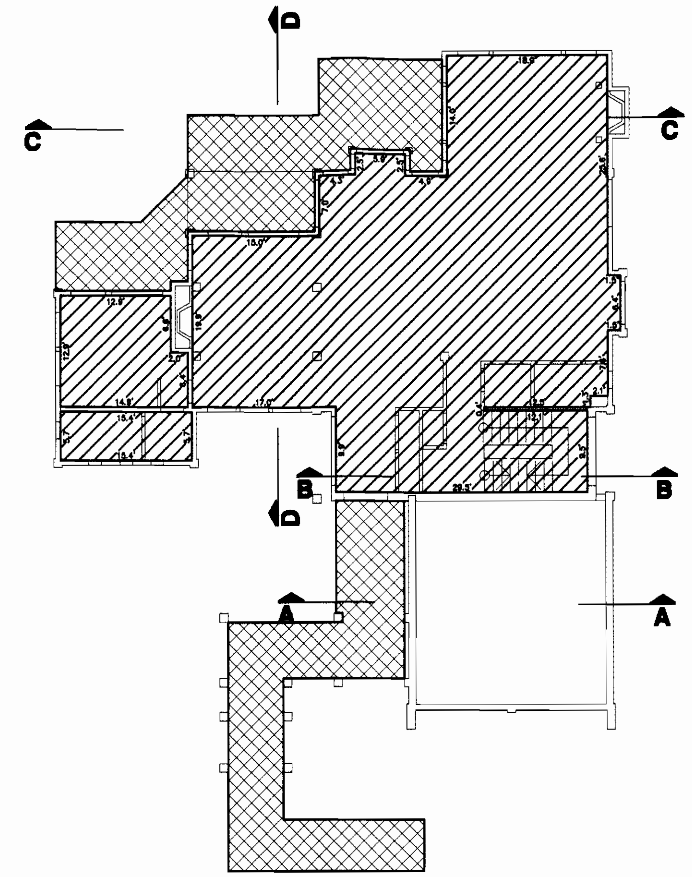

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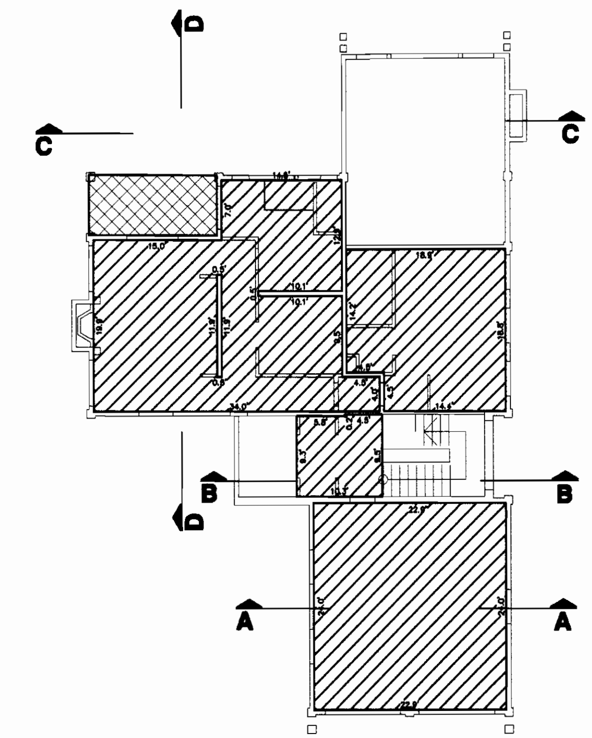
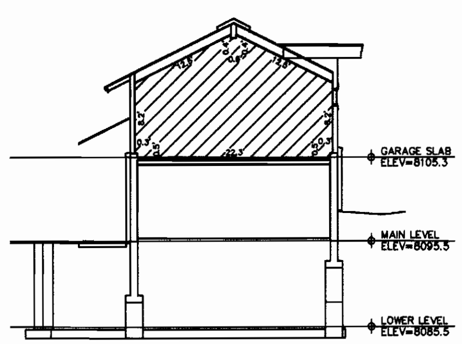


3 UPPER LEVEL AREAS
SCALE: 1" = 10'

COMMON AREA EASEMENT
PRIVATE OWNERSHIP UNIT
LIMITED COMMON OWNERSHIP

UNIT SQUARE FOOTAGE TABLE

FLOOR	SQUARE FOOTAGE
LOWER	1,936 SF
MAIN	2,052 SF
UPPER	1,126 SF
TOTAL SF	5,114 SF
GARAGE	551 SF



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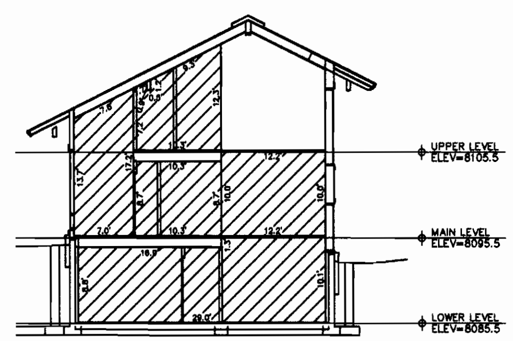

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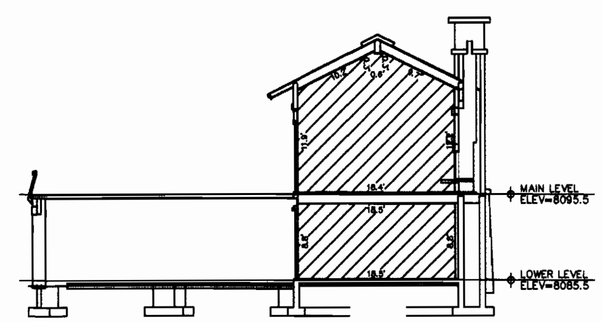

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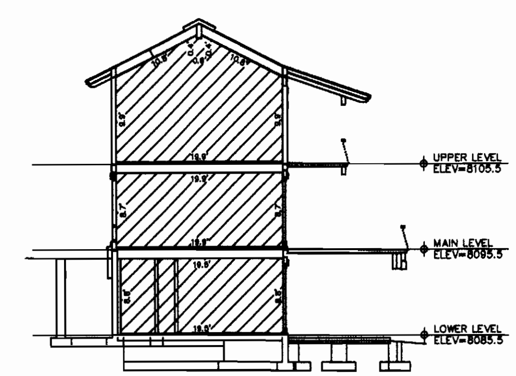

D BUILDING SECTION
SCALE: 1" = 10'

RECORD OF SURVEY PLAT

NAKOMA PHASE ONE UNIT 12

A UTAH PROJECT

LOCATED IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

JAN 28 2010

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JOB NO: 2-10-03

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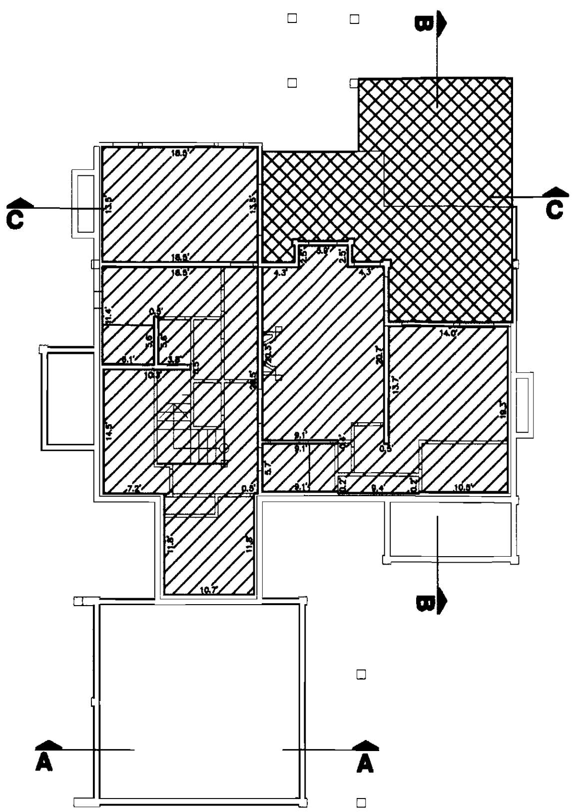

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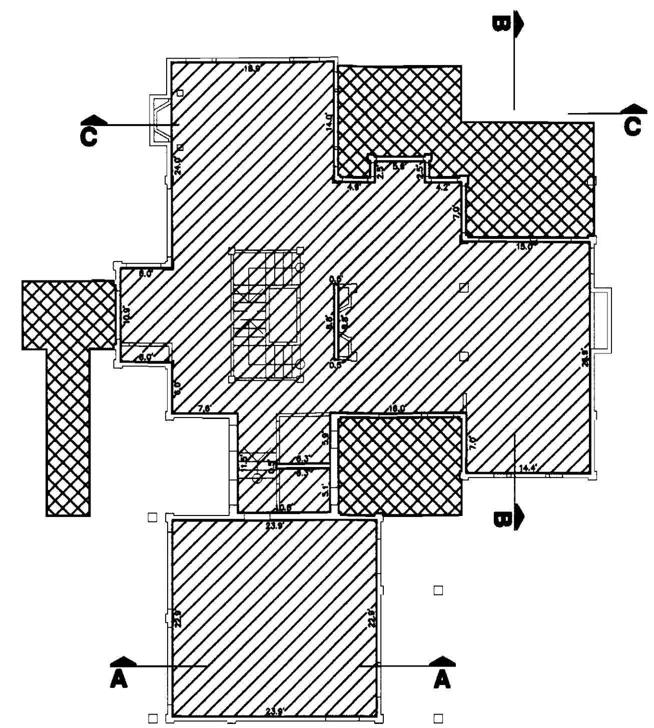

2 MAIN LEVEL AREAS
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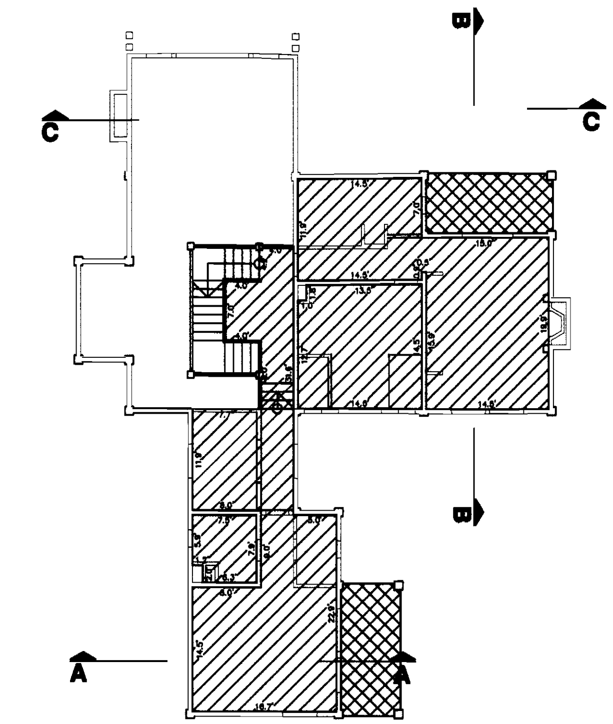


3 UPPER LEVEL AREAS
SCALE: 1" = 10'

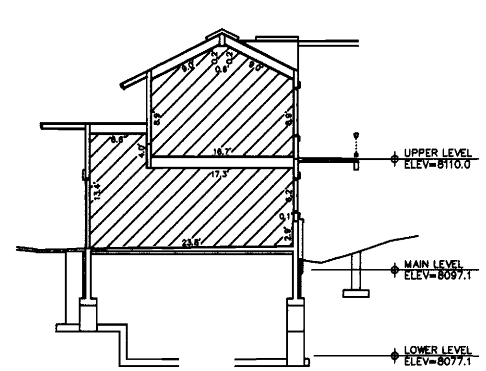
COMMON AREA EASEMENT

PRIVATE OWNERSHIP UNIT

LIMITED COMMON OWNERSHIP

UNIT SQUARE FOOTAGE TABLE

FLOOR	SQUARE FOOTAGE
LOWER	1,518 SF
MAIN	1,775 SF
UPPER	1,289 SF
TOTAL SF	4,582 SF
GARAGE	548 SF



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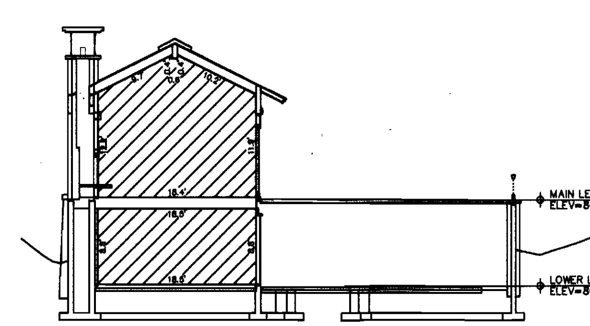

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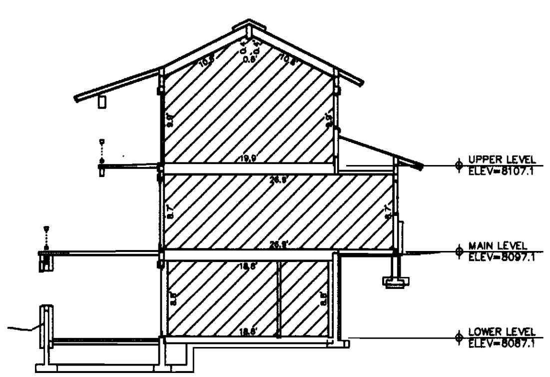


C BUILDING SECTION
SCALE: 1" = 10'

RECORD OF SURVEY PLAT

NAKOMA PHASE ONE UNIT 15

A UTAH PROJECT

LOCATED IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

JAN 28 2010

9/29/09

SHEET 8 OF 9

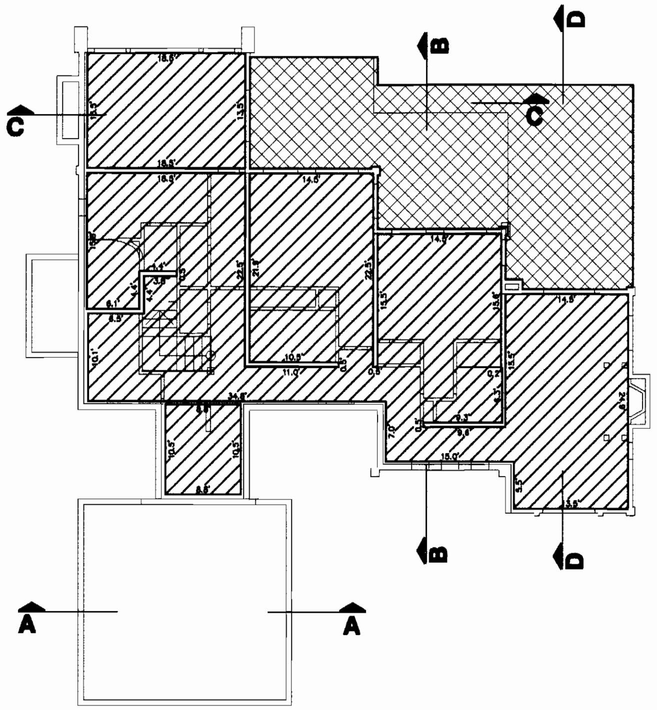
JOB NO: 2-10-03

RECORDED

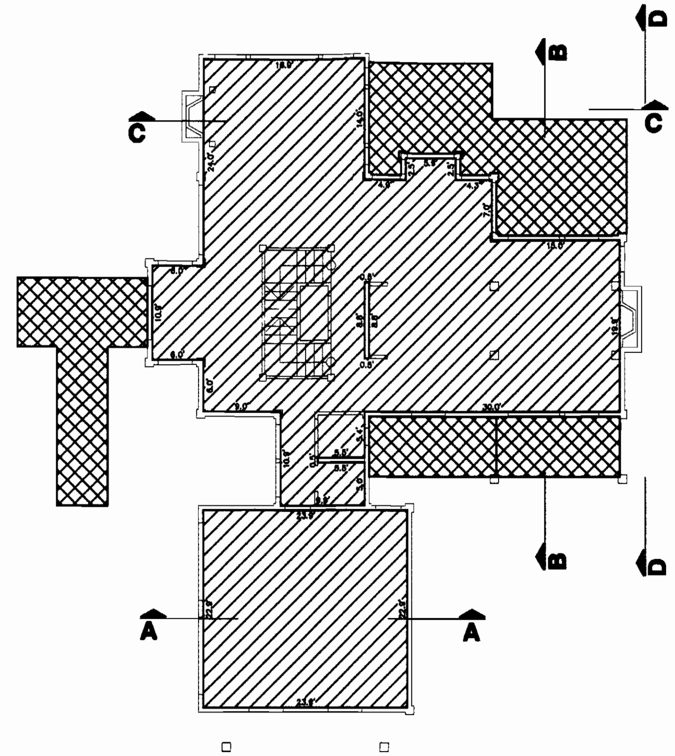
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF

DATE:_____ TIME:_____ BOOK:_____ PAGE:_____

FEE RECORDER



1 LOWER LEVEL AREAS
SCALE: 1" = 10'



2 MAIN LEVEL AREAS
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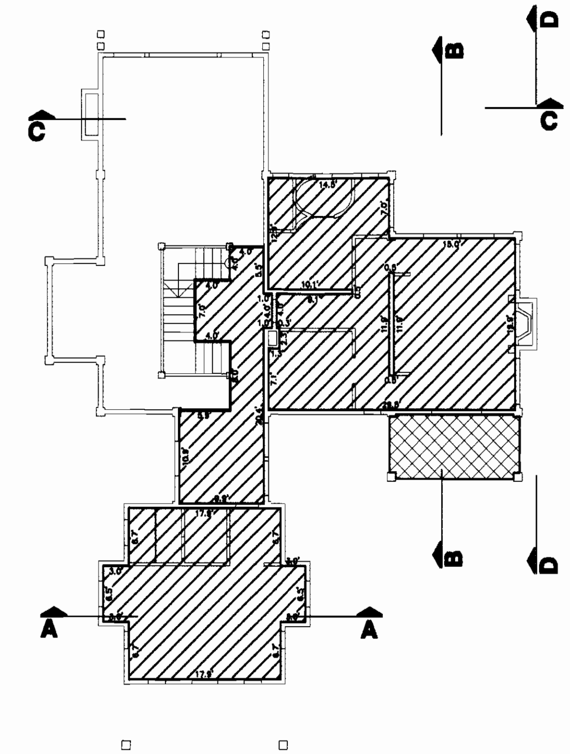


3 UPPER LEVEL AREAS
SCALE: 1" = 10'

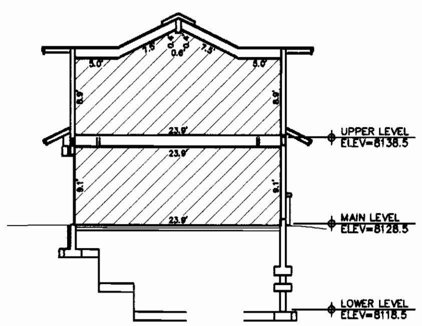
COMMON AREA EASEMENT

PRIVATE OWNERSHIP UNIT

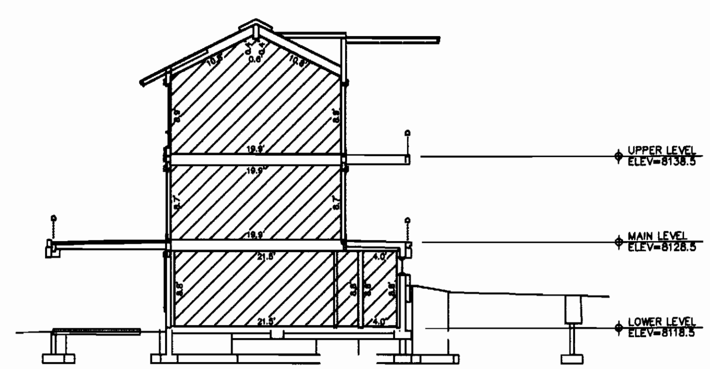
LIMITED COMMON OWNERSHIP

UNIT SQUARE FOOTAGE TABLE

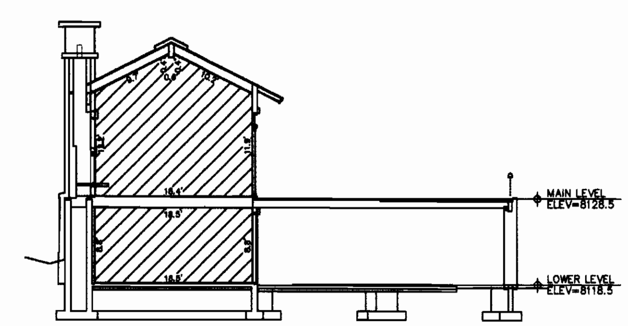
FLOOR	SQUARE FOOTAGE
LOWER	1,930 SF
MAIN	1,657 SF
UPPER	1,281 SF
TOTAL SF	4,868 SF
GARAGE	548 SF



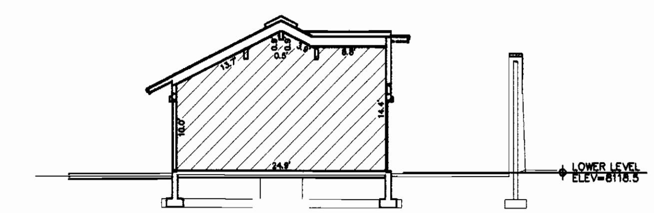
A BUILDING SECTION
SCALE: 1" = 10'



B BUILDING SECTION
SCALE: 1" = 10'



C BUILDING SECTION
SCALE: 1" = 10'



D BUILDING SECTION
SCALE: 1" = 10'

RECORD OF SURVEY PLAT

NAKOMA PHASE ONE UNIT 16

A UTAH PROJECT

LOCATED IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

JAN 28 2010

SHEET 9 OF 9

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9/29/09

City Council
Staff Report

Subject:	**692 Main Street (Marriot Summit Watch/Town Lift MPD)**
Author:	**Brooks T. Robinson, Principal Planner**
Application #:	**PL-10-00928**
Date:	**May 20, 2010**
Type of Item:	**Administrative – Amendment to City Council Condition of Approval**

PLANNING DEPARTMENT

Summary Recommendations

Staff recommends that the City Council hold a public hearing and consider approval of an amendment to Condition of Approval #3(c) of the 1991 City Council Conceptual Approval of the Town Lift Project which would remove the requirement that the Historic District Commission review and approve all building designs relating to the project and instead allow the current Historic Design Review process to be used.

Description

Applicant:	LCC Properties, LC, represented by Kevin Horn, architect and David Luber
Location:	692 Main Street
Zoning:	Historic Recreation Commercial (HRC) with Historic Commercial Business (HCB) uses. Master Planned Development
Adjacent Land Uses:	Commercial, Summit Watch to north, Zoom restaurant to south

Background

The building at 692 Main Street has been used as the Sales Gallery for the Marriott Summit Watch project since its construction in 1992. The Summit Watch project was originally part of the Town Lift development that included the Sweeney properties to the west but was subsequently bifurcated. The Town Lift project was subject to a Property Exchange Agreement with Park City which paved the way for the development of Lower Main Street and two subsequent 1992 Amendments (documents available at Planning Department).

In September 1991, the City Council approved a Concept Plan of the Town Lift Project (Exhibit B). In that Concept Plan, the Council laid out maximum square footages for the project as well as anticipating the project would be developed in Phases. In that approval the Council required the Historic District Commission (HDC) to review and approve the volumetrics for Phase I (p.4). The HDC was required to approve specific building design for the proposed structures prior to construction.

In April 1992, Planning Commission approved a small scale MPD for Town Lift Phase I. Phase I included buildings A1-A3. The building at 692 Main Street was called A1. In the MPD Building A1 was proposed to have 6 residential units comprising 4.5 Unit Equivalents (UEs) and 1,832 square feet of commercial space (1.8 UEs).

In November 1994, the City approved the Summit Watch Revised Concept Plan. The revised plan superseded the action taken to approve the original concept plan in 1991. Condition of approval 2 stated that the Town Lift Design Review Task Force shall review and approve plans for each building prior to construction commencing. At that time Building A1 was constructed and the unit configuration for that building was referenced as 7,200 square feet of commercial.

City Council adopted three resolutions concerning the Town Lift Project Task Force. The first one in 1991 acknowledged that the conditions of approval of the 1991 Concept Plan required the HDC to review the buildings in the project. Because of conflicts of interest, the HDC was unable to fill that role and a task force of HDC, Planning Commission and City Council members was created. In 1993, the Task Force membership was changed. In 2000, the task force was re-established for review of the Park Avenue bridge.

The applicant is a contract purchaser of the Building at 692 Main Street, formerly known as Building A-1. The 1992 MPD allocated for A-1 1,832 square feet of Commercial (1.8 Unit Equivalents) and 7,446 square feet of Residential (4.5 Unit Equivalents under the LMC at the time). The existing building does not meet the 1992 MPD for density in that there is currently 6,556 square feet (net) of Commercial space and no Residential. Building plans dated August 1993 for building A-1 reflect the as built conditions. The 1994 revised Concept Plan indicated Building A1 to be allocated 7,200 square feet of Commercial with no Residential.

Conditions of Approval for both 1991 and 1994 Concept Plans required the review and approval of all building plans by the Town Lift Design Review Task Force.

The Planning Commission heard this request at the same time as a pre-Master Planned Development hearing on April 28, 2010. The Commission forwarded a unanimous recommendation to the City Council that the Condition of Approval of the 1991 Conceptual Approval and subsequent creation on the Town Lift Design Review Task Force be amended to allow the current Historic Design Review process to be used for changes of design or buildings to the Town Lift Project.

Analysis

The existing Marriott Summit Watch project was built under the 1994 Summit Watch Revised Concept Plan. Conditional Use Permits for each Phase of the project were granted. The project is a mixed use development with commercial and residential uses and underground parking. Although the approved 1991 Concept Plan proposed Building A1 as 1.8 UEs of commercial and 4.5 UE of residential, these numbers were superseded by the 1994 Revised Concept Plan which indicated a completed building with an allocation of 7,200 square feet of commercial. The actual built condition is 6,556 square feet (net) (6.56 UE Commercial) of Commercial space. It is two stories with a basement. A second story balcony protrudes from the front of the building towards Main Street.

Minor Addition

The applicant is requesting the ability to modify the building by adding to the 2^{nd} story balcony and enclosing the space underneath it. This modification would add 549 square feet to the building for a total of 7,105 net leasable square feet. The 1994 Plan allowed 7200 square feet of commercial space. The footprint of the building would remain the same except for the minor addition and enclosure under the deck facing Main Street. Under the requirements of the 1991 Concept Plan and subsequent approvals, the Town Lift Design Review Task Force would need to be re-constituted for this addition.

Town Lift Design Review Task Force

The 1991 Concept plan delegated the design review of the buildings in the MPD to the HDC (former HPB). Additionally, Conditions of Approval for both 1991 MPD and 1994 Concept Plans included the review and approval of building plans by the Town Lift Design Review Task Force. Due to conflicts of interest on the HDC and complexity of the project, City Council appointed members of the HDC, Planning Commission and City Council to the Task Force. The Task Force reviewed each building in the Summit Watch project and further reviewed the west side projects, Caledonia and Town Lift buildings, and was re-constituted for the discussion on the design of the Park Avenue skier bridge.

The applicant is requesting that the minor addition be reviewed under the LMC and Historic District Guidelines in place today. The current process would be a design review by City Staff and the Historic Preservation Consultant, with appeal authority remaining with the Historic Preservation Board. However, the 1991 Concept Plan approved by Council delegated design review to the HDC. All subsequent amendments, MPDs and CUPs required the Task Force to review all building plans.

The Planning Commission, at the April 28, 2010, meeting was asked the following questions:

- Should the Task Force be comprised of the HPB?
- Should its composition include other members and be referred to City Council for a resolution?
- Or should an amendment to the 1991 Concept Plan be referred to Council to remove the requirement that Design Review go before the Historic Board?

The Commission made a unanimous recommendation to remove the requirement for Design Review to go before the Historic Board in keeping with the Land Management Code process in place today (bullet three).

Major Addition/Remodel (Amendment to MPD)
In addition to the Minor Addition, the applicant proposes to remodel and add two stories to the existing building and change the use to a mix of Commercial and Residential uses. This proposal reduces the current Commercial uses from 6,556 square feet (net) to 3,050 square feet (net) (not including 5% support commercial or 5% Meeting space) and adds 6760 SF Residential. According to applicant, this new mix of Unit Equivalents will stay below the 7.2 Unit Equivalents (UEs) limit from the 1994 Concept Plan. Based on the square footages provided, the Unit Equivalents under today's Land Management Code would be 3.05 UEs of Commercial and 3.38 UEs of Residential. The footprint of the building would remain the same except for the addition to the balcony and the enclosure under the deck facing Main Street. The Applicant would add two stories to the building.

The proposed addition is planned to meet the height of the HCB zone (45 feet) angling back from the front and rear property lines.

Parking is already provided for with 23 spaces recorded as an easement within the greater Summit Watch project. The amount of parking is sufficient to meet the size of each of the proposed uses.

In order for this Major Addition to take place, Planning Commission would have to approve an amendment to the MPD.

If there is an amendment to the MPD, any changes to the buildings or designs in the Town Lift Project would be subject to Council's decision on who will perform the design and building review.

Process
Under the Design Review process outlined in the LMC, Staff determines compliance with the Historic Design Review Guidelines with appeals heard by the Historic Preservation Board. If the Town Lift Design Review Task Force is re-constituted, any appeals can be made of the Task Force to the Board of Adjustment. For the Amendment to the MPD, the Planning Commission would need to approve the MPD amendment and any addition to the building will be required to be reviewed under the Design Guidelines for Historic Districts and Sites. A condominium record of survey must be approved and recorded prior to the selling of any units and would reflect the Commercial and Residential ownership pattern.

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 published in the Park Record.

Public Input

Staff has not received any public input at the time of this report.

Alternatives

- The City Council may approve the the amendment to Condition of Approval #3(c) of the 1991 Council approval of the Concept Plan to delete the requirement for Historic Board review and approval and allow the current process to be used **(This is the recommendation from staff and the Planning Commission)**, or
- The City Council may refer all Design Review to the Historic Preservation Board contrary to the current LMC process, or
- The City Council may re-constitute the Town Lift Design Review Task Force with members of the HPB, Planning Commission, and City Council as members (as desired) for either or both of the proposed changes to the building.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The design review would go through either the Historic Preservation Board or a re-constituted Town Lift Design Review Task Force.

Recommendation

Staff recommends that the City Council hold a public hearing and consider approval of an amendment to Condition of Approval #3(c) of the 1991 City Council Conceptual Approval of the Town Lift Project requiring Historic District Commission review and approve all building designs relating to the project. The following Findings of Fact, Conclusions of Law, and a revised Condition of Approval are for the Council's consideration:

Findings of Fact

1. The project is located at 692 Main Street in the Historic Recreation Commercial (HRC) zoning district.
2. In September 1991, the City Council approved a Concept Plan of the Town Lift Project.
3. The building at 692 Main Street has been used as the Sales Gallery for the Marriott Summit Watch project since its construction in 1992. The Summit Watch project was originally part of the Town Lift development that included the Sweeney properties to the west but was subsequently bifurcated.
4. The September 1991 Concept Plan of the Town Lift Project laid out maximum square footages for the project as well as anticipating the project would be developed in Phases. In that approval the Council required the Historic District Commission (HDC) to review and approve the volumetrics for Phase I (p.4). The HDC was required to approve specific building design for the proposed structures prior to construction.

5. In April 1992, Planning Commission approved a small scale MPD for Town Lift Phase I. Phase I included buildings A1-A3. The building at 692 Main Street was called A1. In the MPD Building A1 was proposed to have 6 residential units comprising 4.5 Unit Equivalents (UEs) and 1,832 square feet of commercial space (1.8 UEs).
6. In November 1994, the City approved the Summit Watch Revised Concept Plan. The revised plan superseded the action taken to approve the original concept plan in 1991. Condition of approval 2 stated that the Town Lift Design Review Task Force shall review and approve plans for each building prior to construction commencing. At that time Building A1 was constructed and the unit configuration for that building was referenced as 7,200 square feet of commercial.
7. City Council adopted three resolutions concerning the Town Lift Project Task Force. The first one in 1991 acknowledged that the conditions of approval of the 1991 Concept Plan required the HDC to review the buildings in the project. Because of conflicts of interest, the HDC was unable to fill that role and a task force of HDC, Planning Commission and City Council members was created. In 1993, the Task Force membership was changed. In 2000, the task force was re-established for review of the Park Avenue bridge.
8. All current applications in the Historic Districts or for Historic Sites are reviewed by Planning Staff with the Historic Preservation Board as an appeal body for compliance with the Historic Design Guidelines.

Conclusions of Law

1. The Concept Plan amendment, as conditioned, is consistent with the Town Lift Concept Plan and the Park City Land Management Code.
2. The Concept Plan amendment, as conditioned, is consistent with the Park City General Plan.

Condition of Approval

1. The revised Condition of Approval #3(c) reads:

“The Planning Department ~~Historic District Commission~~ will be required to review and approve volumetrics for Phase I which will address maximum building heights, necessary stepping, acceptable building materials and colors as well as general design features. The Planning Department ~~HDC~~ will also be required to approve specific building design for the proposed structures or additions within the original Town Lift Concept Plan area pursuant to the Historic Design Review process as found in the Land Management Code. The review process shall be the same as the Historic Design Review.”

Exhibits:

Exhibit A – Applicant’s narrative and proposed plans
Exhibit B – 1991 Council approval of Conceptual Town Lift Project
Exhibit C – 1992 MPD Approval for Town Lift Phase I
Exhibit D – 1994 Summit Watch Revised Concept Plan

Exhibit E – Minutes from Planning Commission approving 1994 Revised Concept Plan
Exhibit F – Resolutions Establishing the Town Lift Project Task Force (1991, 1993, 2000)
Exhibit G – Minutes from Planning Commission, April 28, 2010

HORN PARTNERS
ARCHITECTURE

MEMO

MPD MODIFICATION PRE-APPLICATION HEARING FOR: SUMMIT WATCH REVISED CONCEPT PLAN PHASE I, BUILDING A-1

To: Park City Planning Department
From: LCC Properties, L.C. and Horn and Partners Architecture
Subject: Application to modify MPD Summit Watch Revised Concept Plan Phase I, Builidng A-1
Re: Pre-Application Hearing for overall review of 1994 MPD Modification and Decision to not reconvene Town Lift Design Review Task Force (TLDRTF) for purposes of Processing the application
Date: March 9, 2010

This is a request for a Planning Commission Pre-Application Meeting to accomplish two things:

A) To review the application to modify the 1994 Summit Watch Revised Concept Plan MPD for the purposes of converting 7200 SF allowable commercial net leasable space in Building A1, Phase I into a combination of Residential and Commercial space not exceeding the Unit Equivalent of the original 7200 SF commercial. And to determine if a reconvene of the Town Lift Design Review Task Force (TLDRTF) is required to accomplish this.
B) To separately determine if staff can review and approve an enclosure of only 549 SF of the Existing Covered Patios (see table in item 4 below) on the Existing Building without an MPD Modification or a reconvene of Town Lift Design Review Task Force (TLDRTF) so long as the enclosure remains within the 7200 SF commercial allowed by the existing MPD.

Explanations:

1. The project consists of the existing building located at 692 Main Street located within the Historic Commercial (HCB) District with the "Town Lift Project Phase I" Master Planned Development (MPD) overlay. The project proposes retaining the existing Commercial, Retail and Sales Office Space on the Main Level; retaining the existing Mechanical and Restroom spaces on the lower level; converting Lower Storage to residential; and remodeling the existing 2nd floor into Residential Units and adding 3rd and 4th floor within the allowed Floor Area Ratios, Maximum Building Volume and Height of the overlying Historic Commercial (HCB) District (see items 6 & 7 below). This requires that the applicant modify the 1994 MPD to convert 7.2 Commercial Unit Equivalents (UE's) to a combination of Commercial UE's and Residential UE's.

2. The building is located on the Park City zoning map in the Historic Commercial Business district (HCB) with a Master Planned Development (MPD) overlay. The MPD overly is "The Town Lift Project Phase I" modified in November 1994.

3. The Park City Planning Department Staff Report (dated Nov. 23, 1994) and Planning Commission Approval thereof (dated November 30, 1994) provide for 7200 SF Net Leasable Commercial which equals 7.2 Commercial Unit Equivalents (UE) per the Land Management Code 15-6-8.E. (see attachment A and B).
4. The existing structure has been built out to the following area based on the approved construction drawings dated August 17, 1993 and as-built verification. The table shows that 6,556 SF of Net Leasable area has been built of the 7,200 SF Net Leasable allowed by the 1994 MPD.

HORN AND PARTNERS, L.L.C.
284 West 400 North, Salt Lake City, Utah 84103
Phone : 801-933-4676, Fax : 801-933-4675
Email: hornandpartners.com

EXISTING LOWER FLOOR: SHEET A1.0

AREA	TOTAL	GROSS*	NET LEASABLE**
MECHANICAL	309		
ELEVATOR EQUIP	75		
RESTROOMS	409	409	
STAIRS	209	209	
ELEVATOR	60	60	
ELEVATOR LOBBY	68	68	
HALL	215	215	
STORAGE 1	955	955	955
STORAGE 2	966	966	966
SUBTOTAL	3266	2882	1921

EXISTING MAIN FLOOR: SHEET 1.1

AREA	TOTAL	GROSS*	NET LEASABLE**
ELEVATOR	***		
DUCTS	55		
REAR STAIRS	160	160	
REAR ENTRY	200	200	
OPEN STAIRS	121	121	
ROOM 1	955	955	955
ROOM 2	675	675	675
ROOM 3	639	639	639
SUBTOTAL	2805	2750	2269
REAR COVERED PATIO	126		
FRONT COVERED PATIO	423		

EXISTING UPPER FLOOR: SHEET 1.2

AREA	TOTAL	GROSS*	NET LEASABLE**
ELEVATOR	***		
REAR STAIRS	***		
STAIR OPENING	***		
DUCTS	***		
REAR LOBBY	200	200	
ROOM 1	1372	1372	1372
ROOM 2	364	364	364
ROOM 3	630	630	630
SUBTOTAL	2566	2566	2366
DECK	297		

RECAP ALL FLOORS:

	TOTAL	GROSS*	NET LEASABLE**
EXISTING TOTAL	8637	8198	6556
BALANCE OF 7200 ALLOWED			644
DECKS & PATIOS	846		

* LMC CH. 15 1.100(B)

** LMC CH. 15 1.100 (C)

*** SHAFT CALCULATED IN FLOOR BELOW

HORN AND PARTNERS, L.L.C.
284 West 400 North, Salt Lake City, Utah 84103
Phone: 801-933-4676, Fax: 801-933-4675
Email: hornandpartners.com

5. Conversion of UE's in the 1994 MPD

Based on our concept plans, we are proposing to modify the 1994 MPD and break down the 7.2 Commercial UE's (see Land Management Code 15-6-8.E) into Commercial and Residential UE's totaling less that the 7.2 allowed in the 1994 MPD and LMC 15-6 as follows:

Use	Proposed SF	Proposed UE	Allowed SF	Allowed UE
Lower Comm.	450 (n)	0.45		
1st Commercial	2600 (n)	2.60		
Less 5% Support	-338	-0.33		
Less 5% Meeting	-338	-0.33		
Subtotal Comm.	2374 (n)	2.37	7200 (n)	7.2

Lower Residential Storage 1471 (n)
(below grade residential SF does not count per LMC Ch. 15 1-100)

2nd Residential	2580 (g)	1.29		
3rd Residential	2580 (g)	1.29		
4th Residential	1600 (g)	0.80		
Subtotal Res.	6760 (g)	3.38		
Totals	9134 (n)	5.75	7200 (n)	7.2

(n) = net leasable commercial square footage per Land Management Code Ch 15 1-100 C
(g) = gross residential square footage per Land Management Code Ch 15 1-100 A

6. The building height for the MPD was addressed in the Conceptual Approval of the Town Lift Project approved by the Planning Commission in the Sept. 19, 1991. Condition of Approval Item 1. states: "These maximum building heights represent building heights as permitted in the HCB zone with a redefinition of natural grade." This Conceptual Approval was again restated in the April 16, 1992 Staff Report. The maximum building height for the HCB Zone is currently 30' on the Main Street and Rear face and then can be increase at a 45 deg. Angle to a height of 45' above existing grade. An additional 5' is permitted for sloped roof structures above the height limit. This will allow for a third floor to be added to the existing height of approximately 29'as long as it is set back from the Main Street and Rear façade at the 45 deg. angle, and a loft can extend up into the roof structure above the third floor. This Application is compliant with the height requirement for an HCB zone. (See attached plans demonstrating compliance)

7. 15-2.6-4 requires a maximum Floor to Area Ration (FAR) of 4.0 which means that a building with zero setbacks all around (which is the same footprint as the site) could be 4 stories tall or 4 times the area of the site. This building will meet this requirement with the three stories plus the loft.

8. According to 15-3-12 A and B the residential and commercial parking requirements are as follows:

Use	Ratio	Quantity	Required	Provided
Multi Family<650 sf	1/BR	6 Units	6	6
Multi Family<1000 sf	1.5/BR	4 Units	6	6
Multi Family>1000 sf	2/BR	1 Unit	2	2
Café (Including lower kitchen)	3/1000 SF	955 SF	3.18	3
Lobby, Store & Lower (Retail & Services minor)	3/1000 SF	1764 SF	5.88	6
Totals			23	23

A parking easement exists and is recorded in: record no. 00384600, Book 00743, Page 00178, Summit County. The easement provides for 23 permanent parking spaces which will be used to meet the parking calculation indicated above.

11. In accordance with the MPD declaration requirement the Applicant intends to sell Timeshares for this Project as part of its own ownership program under a Condominium Plat. A Nightly Rental program shall be provided as well. Pending the initial review under this Application, neither the timeshare documents nor nightly rental program have been finalized at this time ("Program") The City Attorney will review those documents for compliance with the regulations set forth in Chapter 8 of the Land Management Code but will be generally consistent with the previous Marriott Ownership type program approved in 1993. Further, it is anticipated that the Applicant will be before the Planning Commission for approval of a Condominium Plat in 2010.

Conclusion:

The Remodel, Addition, Use and Sale described above and as indicated on the conceptual drawings attached indicate compliance the proposed modification to the 1994 MPD, the overlying HCB Zoning for the parcel and the Park City Land Management Code. It is our request to accomplish two things:

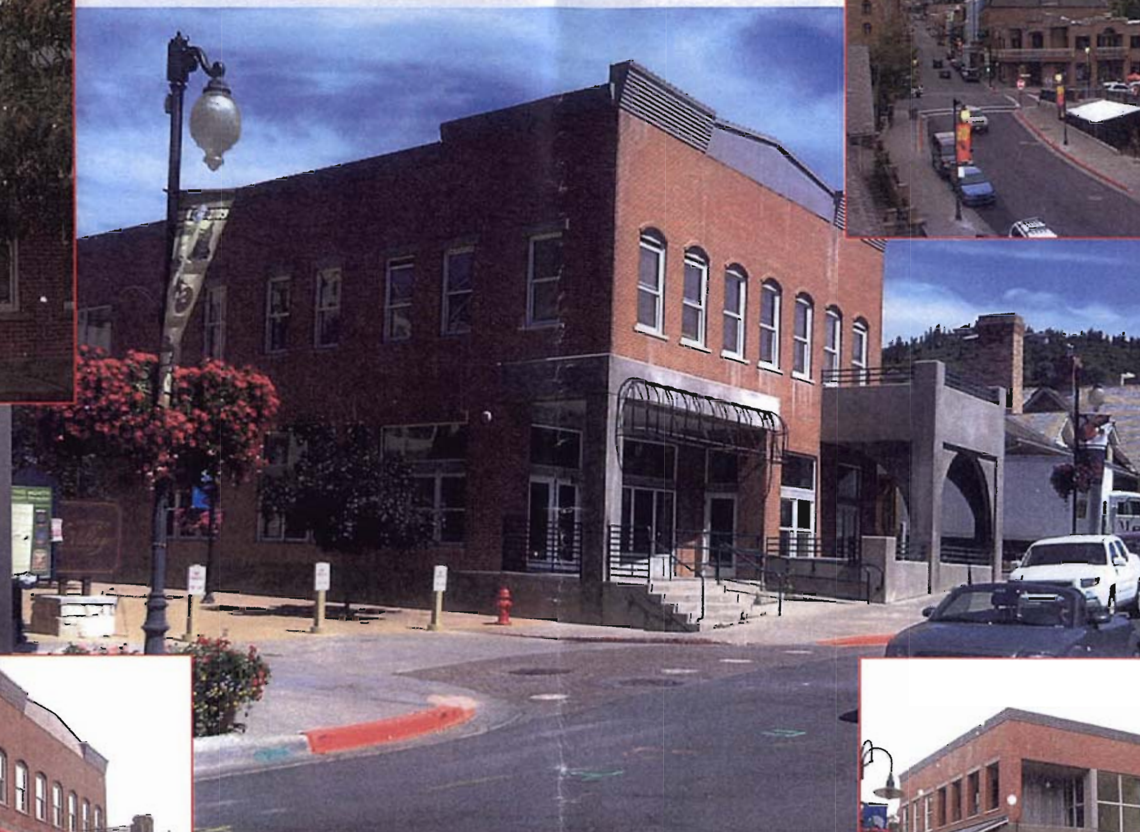
A) To review the application to modify the 1994 Summit Watch Revised Concept Plan MPD for the purposes of converting 7200 SF allowable commercial net leasable space in Building A1, Phase I into a combination of Residential and Commercial space not exceeding the Unit Equivalent of the original 7200 SF commercial. And to determine if a reconvene of the Town Lift Design Review Task Force (TLDRTF) is required to accomplish this.

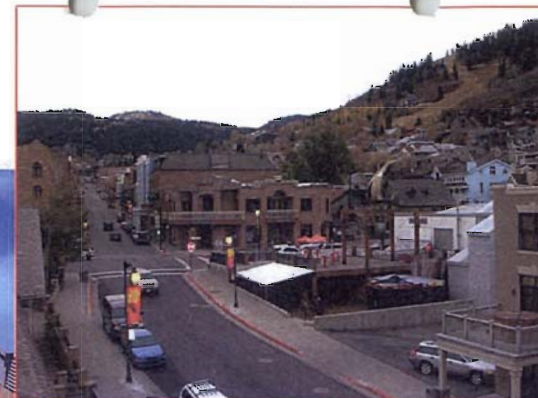
B) To separately determine if staff can review and approve an enclosure of only 549 SF of the Existing Covered Patios (see table in item 4 below) on the Existing Building without an MPD Modification or a reconvene of Town Lift Design Review Task Force (TLDRTF) so long as the enclosure remains within the 7200 SF commercial allowed by the existing MPD.

Kevin D. Horn, A.I.A.

HORN AND PARTNERS, L.L.C.
284 West 400 North, Salt Lake City, Utah 84103
Phone : 801-933-4676, Fax : 801-933-4675
Email: hornandpartners.com

692 MAIN STREET





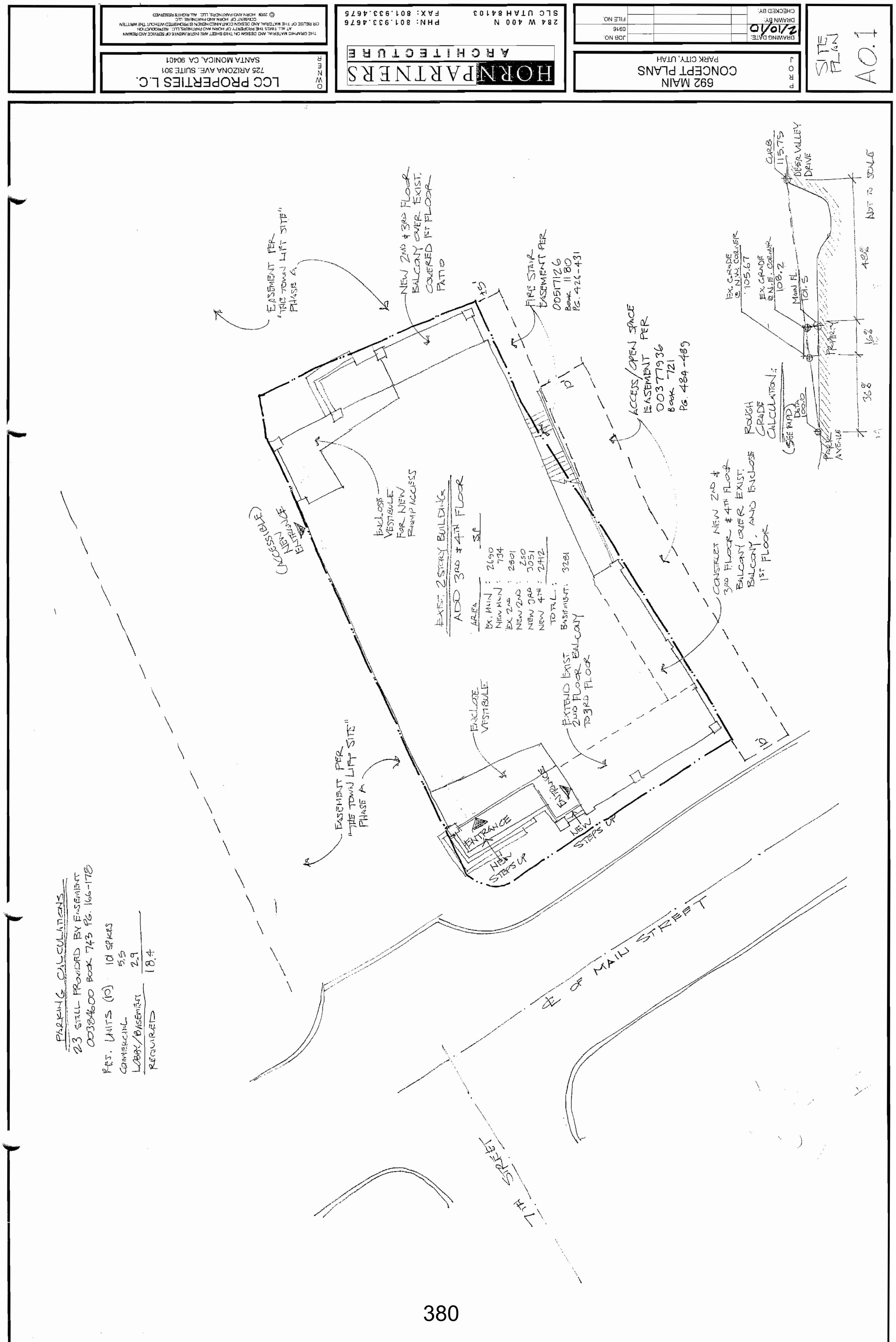
LCC PROPERTIES
GROUP, L.C.

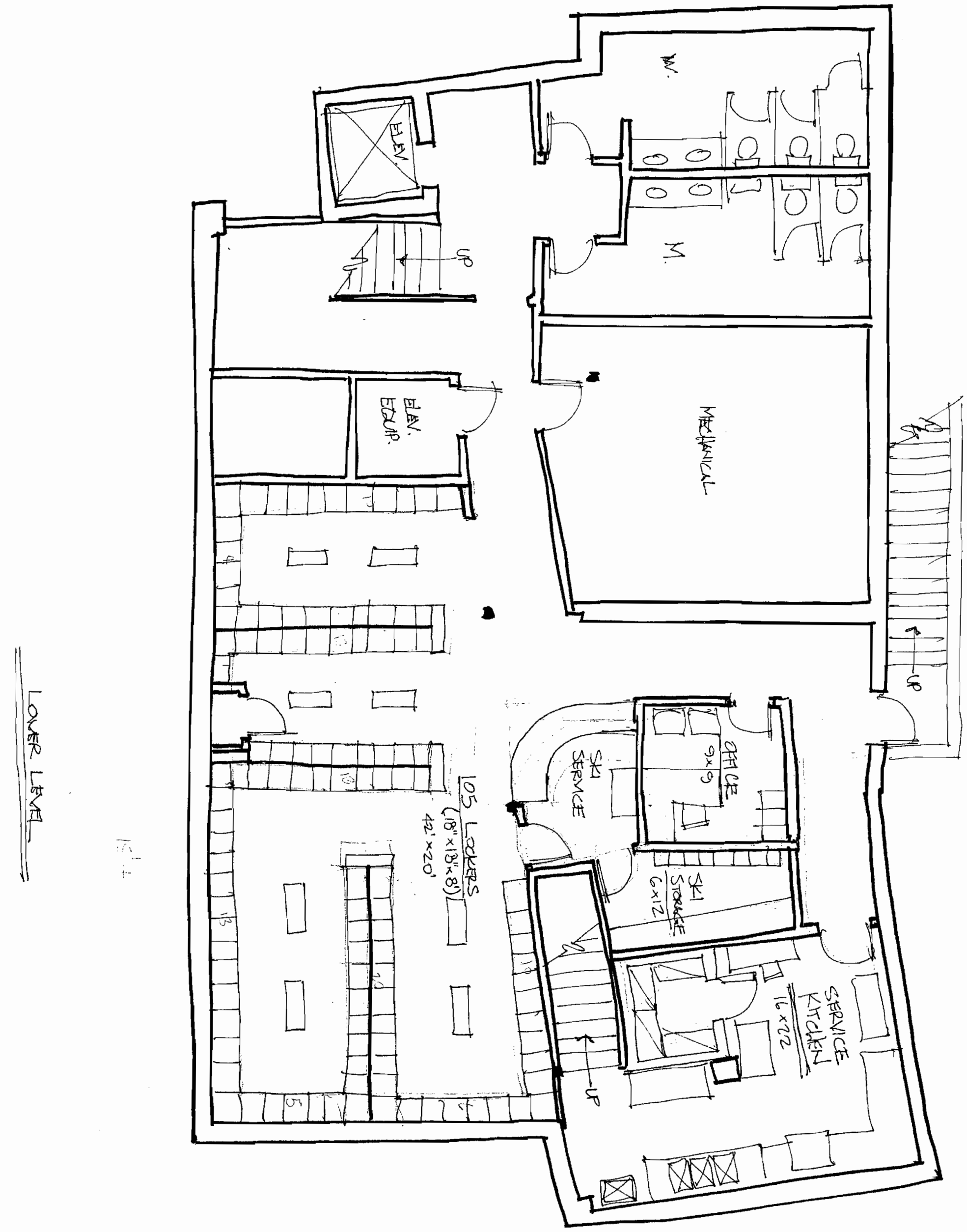
OWNER
LCC PROPERTIES L.C.
725 ARIZONA AVE. SUITE 301
SANTA MONICA, CA 90401

HORN PARTNERS
ARCHITECTURE
284 W 400 N
SLC UTAH 84103
PHN: 801.933.4676
FAX: 801.933.4675

PROJ
692 MAIN
CONCEPT PLANS
PARK CITY, UTAH

DRAWING DATE:	JOB NO. 0916
DRAWN BY:	FILE NO:
CHECKED BY:	


LCC PROPERTIES L.C.
725 ARIZONA AVE. SUITE 301
SANTA MONICA, CA 90401
HORNPARTNERS
ARCHITECTURE
284 W 400 N SLC UTAH 84103
PHN: 801.933.4676 FAX: 801.933.4675
692 MAIN
CONCEPT PLANS
PARK CITY, UTAH
DRAWING DATE: 2/10/10
JOB NO. 0916
SITE PLAN
A0.1
EASEMENT PER "THE TOWN LIFT SITE" PHASE A
NEW 2ND & 3RD FLOOR BALCONY OVER EXIST. COVERED 1ST FLOOR PATIO
FIRE STAIR EASEMENT PER 00517126 BOOK 1180 PG. 426-431
ACCESS/OPEN SPACE EASEMENT PER 00377936 BOOK 721 PG. 484-489
ENCLOSE VESTIBULE FOR NEW RAMP ACCESS
(ACCESSIBLE) NEW ENTRANCE
EXIST. 2 STORY BUILDING
ADD 3RD & 4TH FLOOR
AREA SF
EX. MAIN: 2690
NEW MAIN: 734
EX. 2ND: 2801
NEW 2ND: 250
NEW 3RD: 3051
NEW 4TH: 2412
TOTAL: 3281
BASEMENT:
CONSTRUCT NEW 2ND & 3RD FLOOR & 4TH FLOOR BALCONY OVER EXIST. BALCONY, AND ENCLOSE 1ST FLOOR
EXTEND EXIST. 2ND FLOOR BALCONY TO 3RD FLOOR
ENCLOSE VESTIBULE
ENTRANCE
NEW STEPS UP
℄ OF MAIN STREET
7TH STREET
PARKING CALCULATIONS
23 STALL PROVIDED BY EASEMENT 00384600 BOOK 743 PG. 166-178
RES. UNITS (10) 10 SPACES
COMMERCIAL 5.5
LOBBY/BASEMENT 2.9
REQUIRED 18.4
CURB 115.75
DEER VALLEY DRIVE
EX. GRADE @ N.W. CORNER 105.67
EX. GRADE @ N.E. CORNER 108.2
MAIN FL 101.5
ROUGH GRADE CALCULATIONS (SEE MAP)
DATUM 100.0
PARK AVENUE
PROPERTY
NOT TO SCALE
36.8
16.8
48.8



LOWER LEVEL A2.0	PROJ 692 MAIN CONCEPT PLANS PARK CITY, UTAH	
	DRAWING DATE: 2/19/10	JOB NO. 0916
	DRAWN BY:	FILE NO:
	CHECKED BY:	

HORN PARTNERS
ARCHITECTURE

284 W 400 N
SLC UTAH 84103
PHN: 801.933.4676
FAX: 801.933.4675

OWNER
LCC PROPERTIES L.C.
725 ARIZONA AVE. SUITE 301
SANTA MONICA, CA 90401

LCC PROPERTIES L.C.
725 ARIZONA AVE. SUITE 301
SANTA MONICA, CA 90401

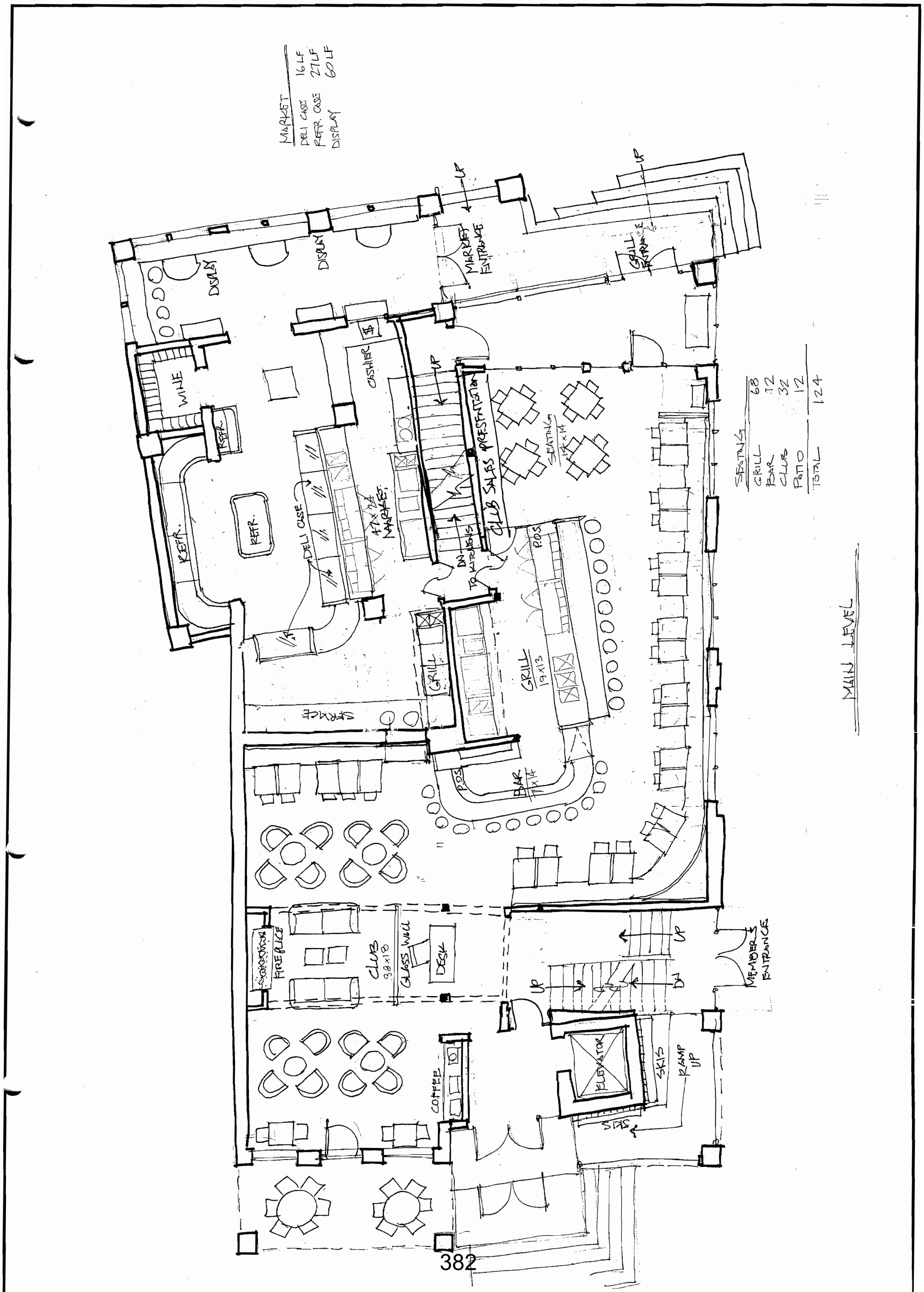
HORN PARTNERS ARCHITECTURE

284 W 400 N SLC UTAH 84103
PHN: 801.933.4676 FAX: 801.933.4675

692 MAIN
CONCEPT PLANS
PARK CITY, UTAH

MAIN LEVEL

A2.01



LCC PROPERTIES L.C.
725 ARIZONA AVE. SUITE 301
SANTA MONICA, CA 90401

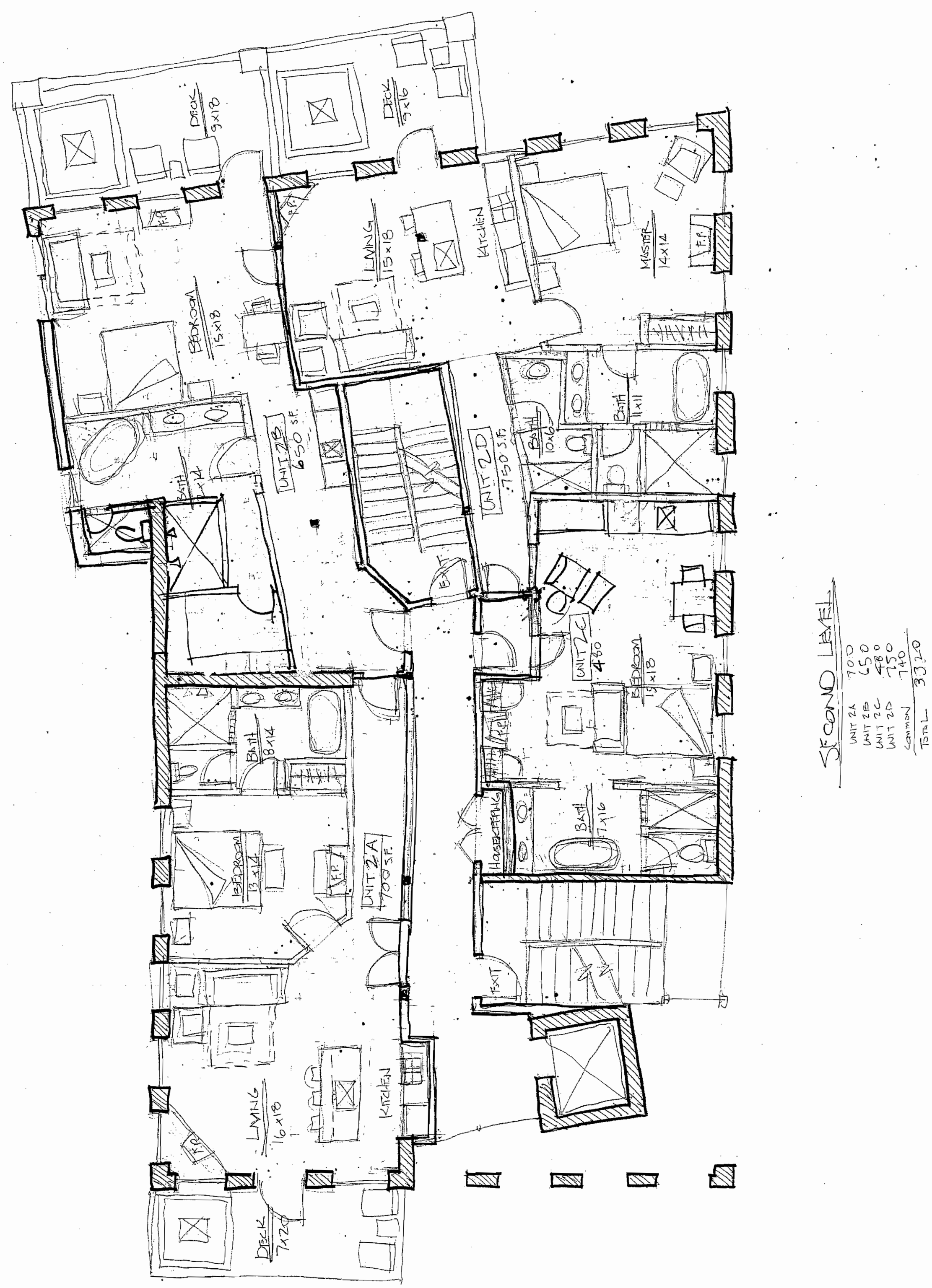
HORN PARTNERS
ARCHITECTURE
284 W 400 N
SLC UTAH 84103
PHN: 801.933.4676
FAX: 801.933.4675

692 MAIN
CONCEPT PLANS
PARK CITY, UTAH

JOB NO.	0916
FILE NO.	
DRAWING DATE:	2/01/10
DRAWN BY:	
CHECKED BY:	

SECOND LEVEL

A2.02



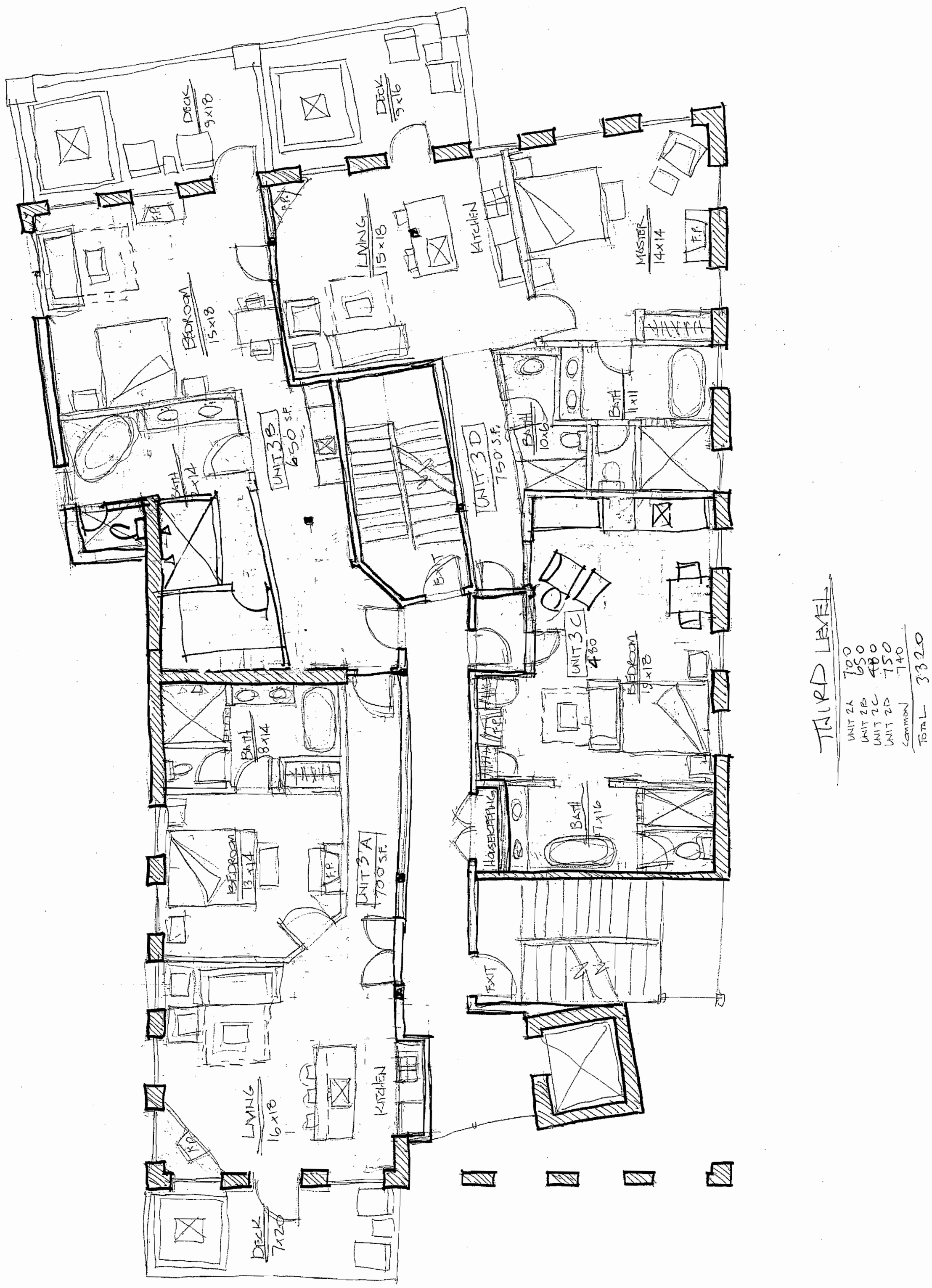
OWNER
LCC PROPERTIES L.C.
725 ARIZONA AVE. SUITE 301
SANTA MONICA, CA 90401

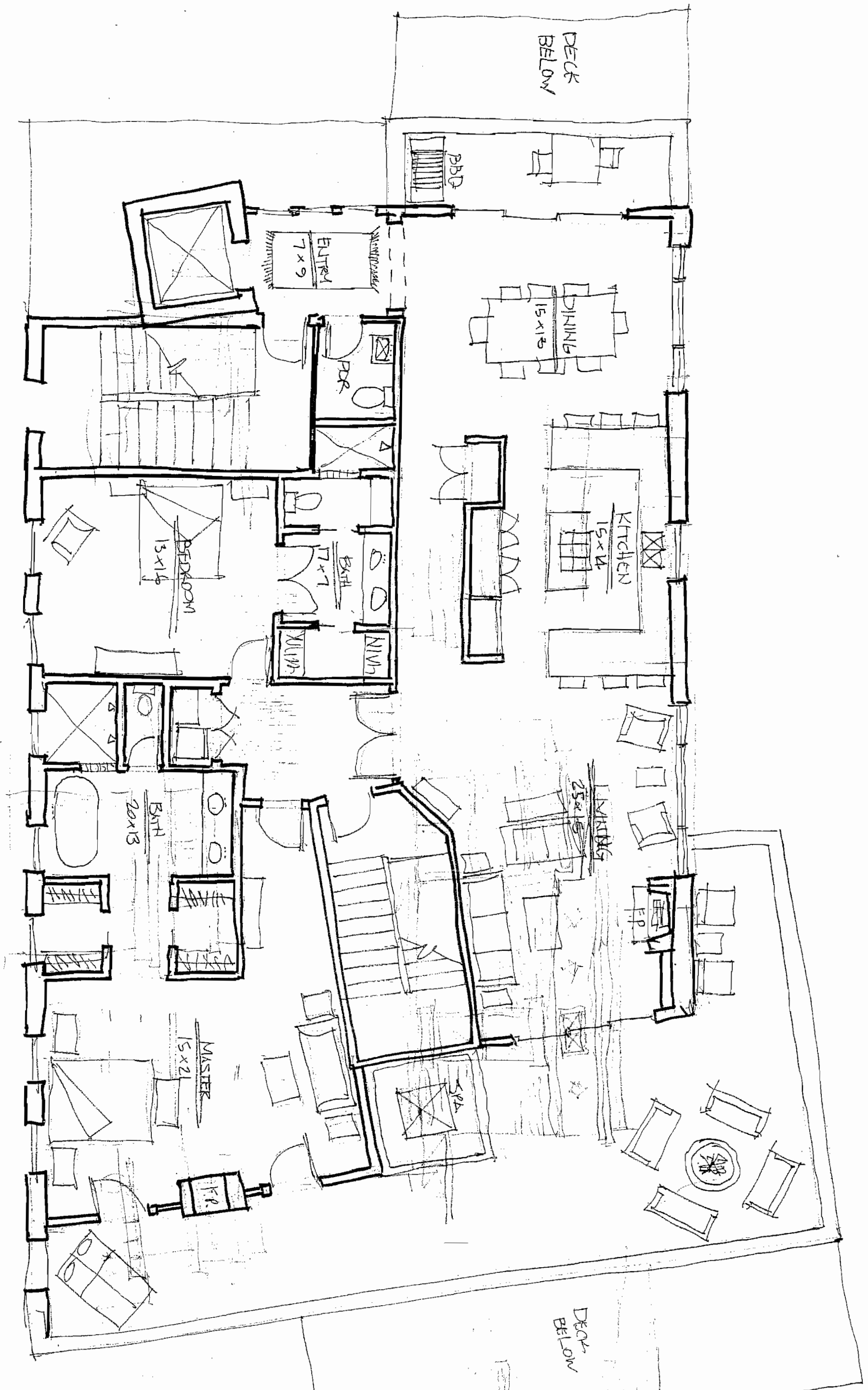
HORNPARTNERS
ARCHITECTURE
284 W 400 N SLC UTAH 84103
PHN: 801.933.4676 FAX: 801.933.4675

PROJ
692 MAIN
CONCEPT PLANS
PARK CITY, UTAH

DRAWING DATE: 2/10/10
JOB NO. 0916
DRAWN BY:
FILE NO:
CHECKED BY:

THIRD LEVEL
A2.03





FOURTH LEVEL

UNIT 1600
STAIR/ELEV 240
1840
DECKS 760

A2.04	FOURTH LEVEL	
PROJ	692 MAIN CONCEPT PLANS PARK CITY, UTAH	
DRAWING DATE:	JOB NO. 0916	
DRAWN BY:	FILE NO:	
CHECKED BY:		

HORN PARTNERS
ARCHITECTURE

284 W 400 N
SLC UTAH 84103
PHN: 801.933.4676
FAX: 801.933.4675

OWNER
LCC PROPERTIES L.C.
725 ARIZONA AVE. SUITE 301
SANTA MONICA, CA 90401

OWNER
LCC PROPERTIES L.C.
725 ARIZONA AVE. SUITE 301
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HORNPARTNERS
ARCHITECTURE
284 W 400 N
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PROJ
692 MAIN
CONCEPT PLANS
PARK CITY, UTAH

JOB NO.	0916
FILE NO.	
DRAWING DATE:	2/19/10
DRAWN BY:	
CHECKED BY:	

ELEVATION
A3.01

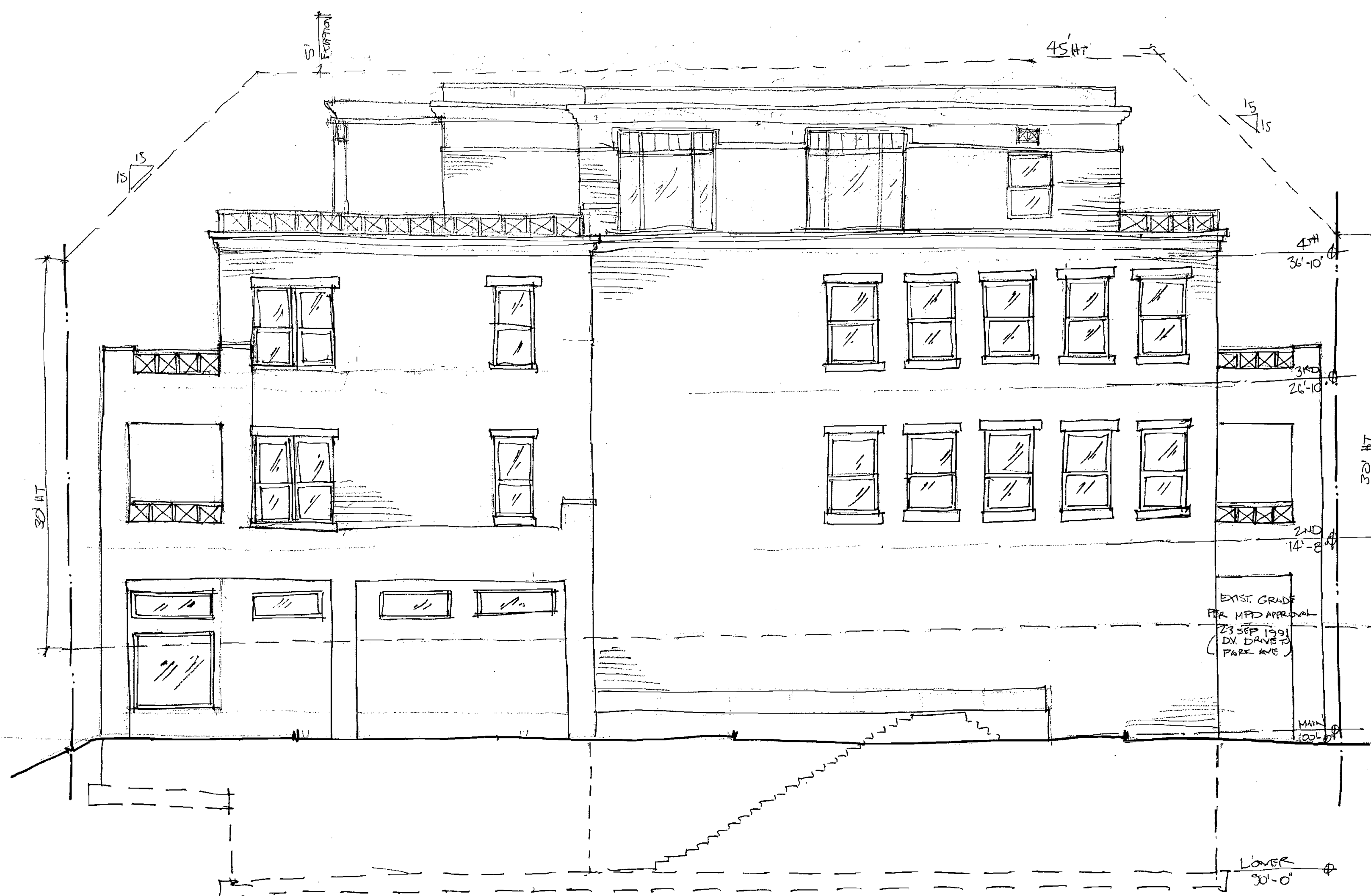
OWNER
LCC PROPERTIES L.C.
725 ARIZONA AVE. SUITE 301
SANTA MONICA, CA 90401

HORNPARTNERS
ARCHITECTURE
284 W 400 N
SLC UTAH 84103
PHN: 801.933.4676
FAX: 801.933.4675

PROJ
692 MAIN
CONCEPT PLANS
PARK CITY, UTAH

DRAWING DATE: 2/19/10	JOB NO. 0916
DRAWN BY:	FILE NO:
CHECKED BY:	

ELEVATION
A3.02



SOUTH ELEVATION

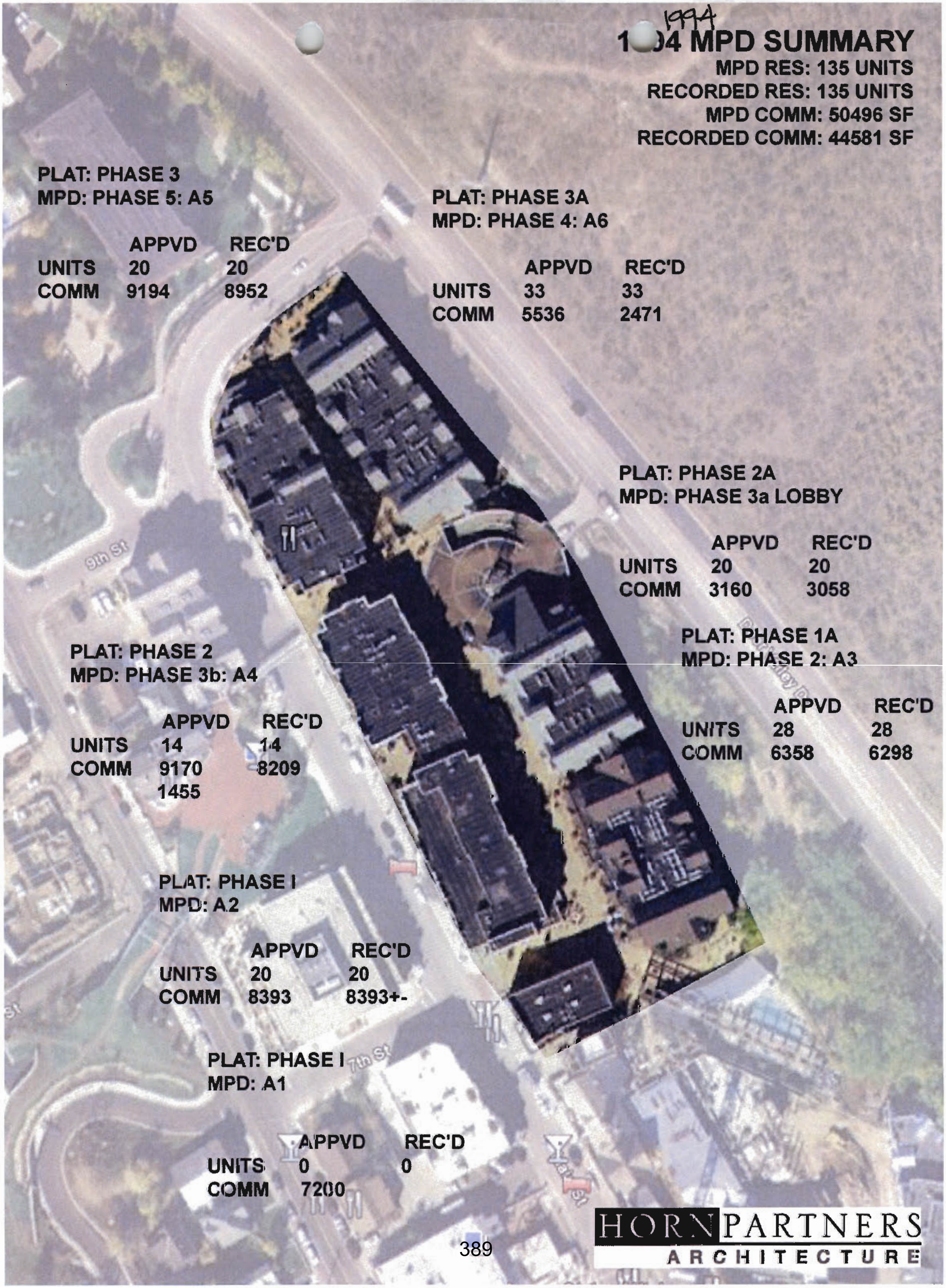
OWNER
LCC PROPERTIES L.C.
725 ARIZONA AVE. SUITE 301
SANTA MONICA, CA 90401

HORN PARTNERS
ARCHITECTURE
284 W 400 N
SLC UTAH 84103
PHN: 801.933.4676
FAX: 801.933.4675

PROJ
692 MAIN
CONCEPT PLANS
PARK CITY, UTAH

DRAWING DATE: 2/19/10	JOB NO: 0916
DRAWN BY:	FILE NO:
CHECKED BY:	

ELEVATION
A3.03



1994
1994 MPD SUMMARY
MPD RES: 135 UNITS
RECORDED RES: 135 UNITS
MPD COMM: 50496 SF
RECORDED COMM: 44581 SF
PLAT: PHASE 3
MPD: PHASE 5: A5
APPVD REC'D
UNITS 20 20
COMM 9194 8952
PLAT: PHASE 3A
MPD: PHASE 4: A6
APPVD REC'D
UNITS 33 33
COMM 5536 2471
PLAT: PHASE 2A
MPD: PHASE 3a LOBBY
APPVD REC'D
UNITS 20 20
COMM 3160 3058
PLAT: PHASE 1A
MPD: PHASE 2: A3
APPVD REC'D
UNITS 28 28
COMM 6358 6298
PLAT: PHASE 2
MPD: PHASE 3b: A4
APPVD REC'D
UNITS 14 14
COMM 9170 8209
1455
PLAT: PHASE I
MPD: A2
APPVD REC'D
UNITS 20 20
COMM 8393 8393+-
PLAT: PHASE I
MPD: A1
APPVD REC'D
UNITS 0 0
COMM 7200
9th St
7th St
HORN PARTNERS
ARCHITECTURE

EXHIBIT B

9-23-91

PARK CITY
1884

Department of Community Development
Engineering • Building Inspection • Planning

September 23, 1991

McIntosh Mill
P. O. Box 1330
Park City, Utah 84060

MPE, Inc.
P. O. Box 2429
Park City, Utah 84060

NOTICE OF CITY COUNCIL ACTION

Project Description: Conceptual Approval of Town Lift Project

Date of Meeting: September 19, 1991

Action Taken By City Council: APPROVED

FINDINGS:

The following principles on development for the Town Lift site were agreed to by the City Council. The proposed concept plans are consistent with the principles:

1. The site is suitable for commercial development. Such development should be massed in the downtown area and anchor projects at both ends of the Main Street district (Brewpub on the south and the Town Lift on the north) is a desirable development pattern.

2. The site is zoned for commercial and resort development.

3. Main Street should be extended through the project and should connect back into Park Avenue. Historic District guidelines should apply to this extension of Main Street.

4. A 1982 Agreement exists for which the City received a quid pro quo, but this Agreement in and of itself is not sufficient to insure either quality development or the rights to develop what was contemplated under the Agreement.

5. The Town Lift chair connecting the ski area to town exists. It was constructed with the expectation that significant commercial development, including tourist housing and retail space, would be built on this site in the future.

Park City Municipal Corporation • 445 Marsac Avenue • P.O. Box 1480 • Park City, UT 84060-1480
Community Development (801) 645-5020 • Engineering 645-5020 • Building 645-5040
Planning 645-5021 • FAX (801) 645-5078

6. Open space, pedestrian paths and connections to the neighborhood are important aspects of developing this property.

7. Phasing the development so as to (a) not overwhelm the commercial absorption and viability of current Main Street; and (b) insure that each phase is complete in and of itself, is of utmost importance.

8. A comprehensive concept plan should be a prerequisite of approval and this should modify the 1982 Agreement.

9. Under no circumstances will building height be approved which results in heights in excess of HCB zone height based upon a redefined natural grade from back of curb on the east side of Park Avenue to the back of curb on the west side of Deer Valley Drive. Any height in excess of this cannot be supported as this will overwhelm the scale and feel of the Historic District which is Park City's major tourist draw. The Council may desire to further reduce the building heights as a part of the comprehensive renegotiation of the 1982 Agreement. It is understood that the Sweeney Master Plan is not included in the 1982 Agreement and is therefore not subject to this limitation. The Sweeney MPD sets forth maximum building heights for that portion of the project.

10. It is advantageous for the community to maintain future options for open space, plazas, and a ski run, even if these elements are not decided on at this time.

11. It is in the public interest that development on adjoining properties be coordinated, especially as this relates to the Sweeney properties which have already received master plan approval.

12. It is important that balanced growth is fostered in Park City. The impacts and demands on facilities and services generated by residential development (including primary and secondary homes), tourist and resort facilities, and commercial development must be balanced so that the overall fees and revenues they generate will insure a high quality of living environment.

13. If a comprehensive agreement based on these principles cannot be reached and the applicants seek to develop in a piecemeal fashion, the City will strictly apply all its laws and ordinances to insure that such development is as close to these principles as is legally possible.

CONDITIONS OF APPROVAL:

1. This approval is for a conceptual plan for the Town Lift Project. The Town Lift Project is a mixed use residential and commercial project which includes the extension of Main Street. The maximum square footages for the project are as follows:

	Gross	Net	Cars
Street Level Commercial	56,910	51,220	154
Level 6980 Skier Service	16,710	15,040	45
Podium/Plaza Commercial	78,670	70,800	212
Support/Service	34,550	31,100	31
Resid./Accom. Unit	208,500	166,800	167
Total	395,340	334,960	609

The project is anticipated to be developed in Phases. Attachment A is a breakdown of maximum square footages and associated required parking by phase. These phases represent a preliminary phasing plan for planning purposes only and is referenced in these conditions of approval. The phasing and square footages may change slightly if the Sweeney Master Plan proceeds as currently approved.

The maximum building heights for the project are shown on Exhibit 1. These maximum building heights represent building heights as permitted in the HCB zone with a redefinition of natural grade. Natural grade is redefined as a grade extending from the back of curb on the east side of Park Ave. to the back of the curb on the west side of Deer Valley Drive. The Planning Commission has considered the requirements for height exceptions in Section 10.9.c of the Land Management Code and no further height exceptions will be considered. In no case shall any building exceed the maximums set forth except as specifically excepted in these conditions as it relates to the replication of the Coalition Building and as specified in the Sweeney MPD as it applies to the Sweeney properties included in this project.

2. This approval does not include seasonal or permanent closures of any roadways to accommodate an extension of the Town Lift Ski Run.

3. A number of special agreements are required which are addressed in these conditions of approval. Because of the length and complexity of the necessary negotiations, the City will consider the processing of applications necessary to allow commencement of construction. A subphase of Phases A and B will be permitted to proceed with processing and will be referred to as Phase 1. Phase 1 will require the following discretionary approvals and be subject to the following conditions:

a. Prior to commencement of construction of Phase 1, the 1982 Agreement must be revised to reflect the building height as approved in this conceptual approval.

b. The Planning Commission must review and approve an MPD for Phase I. Phase I must be consistent with the concept plan approval and will include details on public improvements, landscaping, circulation especially as it relates to public transit, street and pedestrian improvements and other items normally reviewed in the MPD process. A preliminary landscape and pedestrian circulation plan will be approved by the Community Development Staff for the entire project. Each phase will have a final landscape plan and public improvements plan approved prior to construction which shall be consistent with the preliminary landscape plan.

As a part of the MPD review process, the Planning Commission will ~~consider the establishment of~~ require an employee housing fund to be established which would contribute a proportionate share of the 26 proposed employee housing units.

c. The Historic District Commission will be required to review and approve volumetrics for Phase I which will address maximum building heights, necessary stepping, acceptable building materials and colors as well as general design features. The HDC will also be required to approve specific building design for the proposed structures prior to construction.

d. The Planning Commission and City Council will review and approve any subdivisions necessary pursuant to the subdivision regulations of the Land Management Code.

e. A Master Property Owners Association will be formed which will be responsible for the maintenance of all landscaping within the project, the walkways and plazas. The City staff shall review and approve the documents which establish this Master Association. The developer and City shall enter into an agreement specifying that the Master Property Owners Association shall be responsible for maintenance of the landscaping and plaza areas. Said agreement shall indicate the minimum level of maintenance acceptable to the City. The developer shall provide the City with an acceptable financial guarantee in the amount of one year's maintenance cost as a part of the agreement.

f. An Open Space Enhancement Plan will be required to be approved as a part of the MPD for phase I. That plan shall address the level of improvement for the open areas which are not to be developed at this time between extended Main Street and Park Ave. and between Park Ave. and Woodside Ave. This plan shall include a comprehensive plan to address the lift base which shall include, but not be limited to, public restrooms, drinking fountains, signage, landscaping and lighting. It shall also address pedestrian and trail access. When plans are finalized for these areas, trail easements will be required to be dedicated to provide winter and summer access. At some time in the future, these areas may contain development parcels consistent with the existing Sweeney MPD.

g. As a part of the approval of Phase I, a portion of the Sweeney Master Plan will be formally amended. That amendment will include the consolidation of the Coalition East buildings into one structure and will commit to leave the balance of the property open until at least January of 1993. After that time, the Coalition West buildings and a part of the Coalition East North Building within the boundaries of Phase B4 as shown on Exhibit 1 will be allowed to proceed with the conditional use process consistent with the existing Sweeney MPD.

h. Financial guarantees will be required for public improvements associated with the first phase of construction.

i. The City Engineer shall review and approve all grading, drainage and utility plans.

4. Prior to any activity on the Town Lift Project beyond Phase I, the following conditions must be met:

a. The 1982 Agreement shall be comprehensively renegotiated. The revised agreement will contain provisions of the concept approval and will include the revised plan reflecting this approval as an attachment, including a revised phasing plan. A revised phasing plan shall be produced as a part of the revisions of the 1982 agreement which shall indicate an increase in the early phase residential and concurrent reduction in total commercial space for the project. The phasing plan shall consider Hillside Avenue improvements and shall give as much consideration as possible to further reductions in height, not at the expense of residential square footage.

As a part of this comprehensive renegotiation of the 1982 agreement, the City Council will determine the level of appropriate mitigation necessary to achieve the desired building heights for the project.

b. Design Guidelines and building volumetrics will be approved for each building or group of buildings. An independent consultant will be hired to assist in the formulation of these Guidelines. The Planning Commission and Historic District Commission will establish the scope of work for the consultant. Two members of the Planning Commission will work with the HDC in the formulation of the Guidelines. The Planning Commission will be required to approve the final Guidelines.

The Guidelines shall include volumetrics of each building describing necessary stepping and maximum heights. The Guidelines shall also address acceptable building materials and colors as well as general design features which may be reflective of Park City's mining history.

c. Final Phasing Plans, including an economic analysis of commercial demand, shall be submitted and approved by the Community Development Staff. These plans shall include the timing and staging of public improvements and construction staging plans. The construction staging plans shall include staff approval of areas of disturbance and material storage and necessary screening for each phase. Each phase shall be designed to stand on its own and represent a complete project without reliance of future phases for completion. The revised phasing plan shall also include those items listed in condition 4(a).

d. The City Council shall enter into a land trade agreement for the RDA property. This shall include requirements and restrictions for the control of the 26 proposed employee housing units. The employee housing units can be built any time, but shall not occur later than Phase C (as shown on the concept approval plans).

e. Main Street extended shall be completed to Park Ave. and shall be built to standards approved by the City.

f. At least 50% of the buildings and required parking in Phase 1 shall have received certificates of occupancy and 75% of the retail spaces for which certificates of occupancy have been issued shall be occupied with long term leases of not less than 1 year.

5. There are other conditions which refer the preliminary phasing plan as shown on the concept plan. Before future phases commence construction, a minimum build-out is required for previous phases. These conditions refer to the preliminary phasing plan, and shall be revised when the final phasing plan is approved:

a. Prior to commencement of any construction on Phase C:

- Street and utility construction must be 100% complete on Main Street extended and the connection to Deer Valley Drive.

- All public improvements associated with phases A and B shall be completed.

- At least 50% of the buildings and required parking in Phases A and B shall have received certificates of occupancy and 75% of the ~~completed~~ retail spaces for which certificates of occupancy have been issued shall be occupied with long term leases of not less than 1 year.

- Vacant parcels in Phases A and B shall be landscaped according to an approved plan.

- Financial guarantees to assure the installation of public improvements associated with Phase C will be required to be posted.

b. The following conditions are required as a part of construction of Phase C and must be completed prior to any construction commencing on Phase D:

- At least 75% of the buildings and required parking in Phases A and B must have received certificates of occupancy. At least 75% of the ~~completed~~ retail spaces for which certificates of occupancy have been issued must be occupied with long term leases of not less than 1 year.

- The employee housing shall be constructed prior to or concurrent with the commencement of construction for any other structures in Phase C. The employee housing shall be completed no later than Phase C.

- Vacant parcels in Phase C will be landscaped according to an approved plan.

- All public improvements associated with Phase C shall be completed.

- Financial guarantees to assure that installation of public improvements associated with Phase D will be required to be posted.

c. The following conditions are required as a part of construction of Phase D and must be completed prior to any construction commencing on Phase E:

- At least 50% of the buildings and required parking in Phase D must have received certificates of occupancy. At least 75% of the retail spaces for which certificates of occupancy have been issued shall be occupied with long term leases of not less than 1 year.

- Vacant parcels in Phase D shall be landscaped according to an approved plan.

- All public improvements associated with Phase D shall be completed.

- Financial guarantees to assure that installation of public improvements associated with Phase E will be required to be posted.

6. As indicated in attachment A, the minimum parking required is 609 spaces. If building square footages are reduced significantly during project build-out, the Planning Commission may consider reductions in the total amount of parking required. Parking spaces in excess of demand should be designated to accommodate open parking.

7. No density (gross or net square footages or building height) transfers will be allowed between phases. If a project chooses to use less than the maximum densities, it has no effect on any other portion of the project and cannot be used elsewhere in the project.

8. The plans shall be revised to include the possibility of a Coalition Building replica and exclude the small commercial space located in the edge of the originally proposed ski run extension. The Coalition Replica shall require approval by the Historic District Commission and will be as close as possible to the original design and location.

9. The plans shall be modified to address the concerns raised by the traffic report as deemed appropriate by the Staff.

10. The project is in an identified Flood Plain and will be subject to the Flood Plain Ordinance. If the buildings need to be modified to meet the Ordinance, no additional building height and no parking reduction will be considered. If parking is required to be reduced as a result of compliance with the Flood Plain Ordinance, associated reductions in square footage will also be required.

11. Before, after and during all phases of construction, access shall be provided to the Avise property. Plans for each phase shall reflect this access.

12. Amendments to this concept plan will be considered by the Community Development Department. If the amendment is determined to be substantive, the amendment will be referred to the Planning Commission for review and approval. For purposes of amendments, the revised property agreement and this approval shall be considered the base line and no consideration will be given to prior agreements or approvals on the property.

Nora L. Seltenrich

Nora L. Seltenrich, AICP
Planning Director

9/23/91
Date

ACKNOWLEDGEMENT

I, the undersigned, hereby acknowledge the conditions by which the project referred to above was approved.

_______________________________ Date _______________

NO CONSTRUCTION SHALL BE PERMITTED UNTIL A SIGNED COPY OF THIS LETTER, SIGNIFYING CONSENT TO THE CONDITIONS OUTLINED ABOVE, HAS BEEN RETURNED TO THE PLANNING DEPARTMENT.

EXHIBIT C

PARK CITY PLANNING DEPARTMENT
STAFF REPORT

TO: PLANNING COMMISSION
FROM: PLANNING STAFF NLS
DATE: APRIL 16, 1992
RE: MPD APPROVAL FOR TOWN LIFT PHASE I

I. PROJECT STATISTICS

Project Name:	Town Lift Phase I
Applicant:	McIntosh Mill
Location:	Extended Main Street, North of Heber Ave.
Proposal:	MPD for Phase I of the Town Lift
Zoning:	HRC with special agreements allowing the use of the HCB zoning
Adjacent Land Uses:	Commercial, Residential, Vacant
Project Planner:	Nora Seltenrich
Recommended Action:	Approval with Conditions

II. BACKGROUND INFORMATION

In September of 1991, the City Council granted conceptual approval of the Town Lift Project. That approval was subject to a lengthy list of conditions which must be satisfied prior to construction commencing on the site. The conditions and findings for that approval are attached for your review.

It was anticipated that the applicants would come forward with an application for a first phase of the project fairly quickly. Their goal is to be able to commence construction this building season.

A Town Lift Design Review Task Force was set up to review the architectural drawings for the first phase. That group has met several times and has granted preliminary approval to the design of the buildings in the first phase. Prior to commencement of construction of any structure, final design approval must be granted.

There are a number of conditions which have to be satisfied prior to the first phase commencing construction. The most critical of which is an amendment in the 1982 agreement dealing with the building height. The applicants are working with the City Manager and the City Council on this requirement. The applicants are anxious to conduct negotiations and do a revision to the 1982 Agreement at this time.

III. PROJECT DESCRIPTION

The first phase contains three structures which are broken up into 11 smaller building elements. A common parking structure is proposed under two of the three buildings and surface parking is proposed to the east of the buildings until later phases are constructed. All the structures lie on the east side of what would be extended Main Street. The structures to the west side are now under different ownership.

The phase would consist of 29 residential units which are 1250 sq. ft. in size, 15,153 net square feet of commercial space. The commercial space would front both extended Main Street and the Podium Plaza level. The building square footages break down as follows:

	GROSS	NET	UNITS	U.E.'s
BUILDING A1				
Commercial	2,036	1,832		1.8
Residential	12,780	7,446	6 @ 1250 SF =	4.5
BUILDING A2				
Commercial	8,497	7,648		7.6
Residential	21,175	18,805	15 @ 1250 SF =	11.25
BUILDING A3				
Commercial	6,304	5,673		5.7
Residential	10,696	10,294	8 @ 1250 SF =	6.0
TOTALS				
Commercial	16,837	15,153		15.1
Residential	44,651	36,546	29 @ 1250 SF =	21.75

IV. STAFF ANALYSIS

Comparison with Original Plan - The concept plan for this phase showed quite a bit more commercial space and slightly less residential space. One of the Planning Commission conditions of approval was that the commercial/residential ratio be changed to decrease the amount of commercial proposed. That ratio has changed significantly as is shown:

	GROSS COMM.	NET COMM.	GROSS RESID.	NET RESID.	TOTAL NET SQ. FTG.
Conceptual Plan	30,900	28,091	32,102	26,752	54,843
Current Plan	16,837	15,153	44,651	36,546	51,699

Street Elevation Modifications - In the past couple of months, the applicant has been trying to meet the new American Disabilities Act requirements while satisfying the Flood Plain Requirements. A number of alternatives have been explored and the result changes the original concept slightly. The pedestrian level along extended Main Street was anticipated originally to follow the Main Street grade as it heads downhill to the north of the site. A podium pedestrian level was anticipated to be elevated one level from Main Street and follow that grade one level higher. The current proposal flattens the Main Street pedestrian level so that at the south end of the project, the pedestrian level is about 2 feet higher than Main Street, and at the North end of building A3, the pedestrian level is about 12 feet above Main Street.

This was discussed during a Planning Commission work session and the Planning Commissioners expressed concern over how this separation might be treated. Revised plans have been submitted which show a number of stairways connecting the two levels, combined with planter boxes and landscaping. As the separation between the pedestrian arcade and Main Street increases, the buildings are stepped back from Main Street to allow for landscaping and buffering of the elevation difference. Where there is the most separation, the applicants are now proposing some shallow storefronts under the arcade level.

The podium level would no longer be elevated, but would follow the Main Street pedestrian arcade level. This would provide better opportunities for delivery and service access as well as emergency access.

Construction Phasing - Buildings A1, A2 and A3 are all being reviewed as part of Phase I because it is important to understand how the pedestrian arcade idea works. Only buildings A1 and A2 are being proposed to be built at this time, however. The parking plan and construction phasing plan therefore only addresses buildings A1 and A2. Eventually, the parking structure between buildings A2 and A3 will be connected. Until building A3 is constructed, a portion of the parking structure will be exposed.

There is a construction staging area shown on the plans which is proposed to be fenced. The exact location of this area will be determined in the field to avoid significant existing vegetation. The applicant has agreed that the security for public improvements for the project will include adequate funds to restore this area if construction does not continue on the project for any reason.

Parking - Since only buildings A1 and A2 are being planned to be constructed at this time, the parking plan proposed addresses only those buildings. A portion of the parking structure will be constructed and there will be surface parking to the east of the buildings until future phases are constructed. For the first two buildings, 64 parking spaces are required and 82 are proposed.

Prior to commencement of construction on building A3, a revised parking plan will have to be submitted.

The current proposal includes modifying the entrance to the parking structure. The original plan indicated that the primary entrance for the first phases would be off of extended 7th street. The revised plans show the entrance on the north side of building A2. In the future, a Main Street entrance is proposed under the pedestrian bridge.

Construction Access - It is important that construction access occur so that it does not impact Park Ave. and Heber Ave. A temporary construction access is therefore proposed off of Deer Valley Drive. In order to accommodate this access, the bike path will have to be rerouted somewhat. The applicants have agreed that the security required for public improvements will include sufficient funds to restore this area if construction does not continue for any reason.

Ownership - The applicants have indicated that they intend to sell timeshares for this project as a part of the Marriott Ownership program. That approval will be part of this Planning Commission action. The program is set up so that an owner owns a time period. Although they receive a deed for a specific unit, they may not stay in that particular unit. There are other such Marriott resorts and the intervals are exchangeable. In addition, ownership of an interest can also translate into time at other Marriott hotels and discounts for other travel services. The interiors of all of the units will be very similar in size and design.

The timeshare documents have not been finalized at this time. The City Attorney will review those documents for compliance with the regulations set forth in Chapter 8 of the Land Management Code. The applicants do not intend to begin marketing the project until at least this fall. The timeshare documents shall have been approved by the City prior to the marketing of the project.

Subdivision - Along with the MPD approval and approval of the timeshare use, a subdivision plat is being processed. This is vital in order to create Main Street and 7th Street. The Plat is covered under a separate staff report.

Architectural Details - The Town Lift Design Review Task Force has granted a preliminary approval of the building design for phase I. That design will change as a result of the change in the pedestrian plan. The Task Force has met once to discuss the revisions and they will review more detailed plans on Monday, April 20, 1992. Since the Task Force was set up specifically to deal with building design issues on this project, the Planning Commission's time would be better spent addressing the MPD and subdivision review.

Employee Housing - The concept approval included an employee housing project of 26 units to be constructed in a later phase. That project was originally offered by the developer and is not a requirement specified in the Land Management Code. The applicant has taken the position that they are not willing to commit to the employee housing requirement at this time since the project has been changed substantially by the decrease in building height and associated density and by the elimination of the extension of the Town Lift Ski Run. The City Council felt strongly about this component of the plan and it will be part of the discussion on the renegotiation on the 1982 agreement.

V. COMPLIANCE WITH MPD REQUIREMENTS

Section 10.9 of the Land Management Code specifies general criteria for review. An analysis of that criteria follows:

a) Uses Permitted. The proposed uses of transient residential and retail commercial are permitted in the HCB Zone District. The Timeshare ownership is a conditional use which is being considered concurrently by the Planning Commission. The Master Planned Development is consistent with the Comprehensive Plan which designates this area as Historic Commercial. In addition, it is an extension of Main Street types of uses and is therefore compatible with the neighborhood.

b) Density. There is no maximum density in the HCB Zone.

c) Open Space. MPD's generally have a requirement of 60% Open Space. Phase I of the Town Lift Project certainly meets that requirement, since the majority of the Town Lift Site is not being developed at this time and will remain Open Space. At buildout, however, 60% Open Space can only be achieved by including the ski run to the west of the project. However, the 60% Open Space requirement does not apply to projects on Main Street since the historic pattern of development did not include open space and this is an area which was intended to be very dense.

d) Off-Street Parking. As mentioned above, this phase proposed parking in excess of that required by Code. In addition, the project as a whole is expected to provide Code required parking at buildout.

e) Setbacks. There are no required setbacks in the HCB Zone.

f) Building Height. The building height for this project is controlled through a special agreement which occurred in 1982 and was amended in the concept approval for the project which occurred in 1991. Phase I is consistent with that concept approval and is below that which would have been allowed by the 1982 agreement.

g) Nightly Rental and Timeshare Use. The Code requires that if the project is to be nightly rented or timeshared, a declaration must occur at the MPD stage. This project will be nightly rented and timeshared and will be back before the Planning Commission for a condominium plat in the future.

h) Site Planning. This phase of the Town Lift project is planned to fit into future structures both as a part of the Town Lift and adjacent developments. This area was intended to be densely developed and has been planned as such with consideration of pedestrian circulation and plaza spaces. Those areas will be maintained by a property owners association. The Main Street grade will generally follow the existing grade. A significant amount of utility relocation will be necessary for Main Street to extend from its current location.

The project is designed to be an extension of Main Street while maintaining an identity of its own. For the first phase, the existing bike path will have to be relocated temporarily to accommodate construction access to the site. Pedestrian circulation shall be provided all the way to Park Avenue, even though not all of the area is to be developed at this time.

Landscaping and streetscape elements are vital to the success of this plan and a final, detailed plan will be required to be submitted by the applicant and approved by Staff. The City's Landscape Architects will be consulted during the review of these plans.

i) Building and Lot Requirements. The building and lot configuration are consistent with the Historic District Guidelines and with the conceptual approval for the Town Lift Project.

j) Commercial Facilities. Commercial uses are permitted in the HCB zone. At the direction of the Planning Commission, however, the amount of commercial square footage in this phase has been decreased from the concept approval.

k) Limits of Disturbance. A limits of disturbance plan will be required prior to construction commencing on the site. That plan shall attempt to retain as much of the significant vegetation on the site as possible. The majority of the larger trees are along the channel adjacent to Deer Valley Drive and will not be disturbed as a part of this phase.

VI. STAFF RECOMMENDATION

The staff recommends APPROVAL of the Town Lift Phase I MPD and the conditional use request for Timeshare based upon the following findings:

1. The MPD is consistent with the general criteria for review as outlined in Section 10.9 of the Land Management Code.

2. The MPD is consistent with the Comprehensive Plan which designates this area as Historic Commercial and anticipated dense development.

3. The MPD is consistent with the Concept Plan approval for the Town Lift Project.

4. There was an agreement executed in 1982 which sets forth unusual criteria for development on the parcel.

The following <u>conditions of approval</u> are recommended:

1. Prior to commencement of construction, the 1982 agreement must be revised to reflect the building height as approved in the conceptual approval.

2. Prior to commencement of construction, a final landscape and streetscape plan shall be submitted by the applicant and approved by the City's Landscape Architect. A security shall be required to be posted to ensure installation of the improvements.

3. The subdivision plat creating extended Main Street and 7th Street shall be recorded prior to commencement of construction.

4. The Town Lift Design Review Task Force has granted a preliminary design approval for Phase I. It shall review and approve the final plans for the buildings in Phase I prior to commencement of construction of those buildings.

5. A construction phasing and staging plan shall be submitted and approved prior to the commencement of construction. That plan shall address the limits of disturbance for construction, fencing and screening of construction staging areas, and relocation of the bikepath to accommodate construction access. A security shall be required to be posted to ensure restoration of the areas disturbed during construction and restoration of the Bike Path if future phases do not proceed.

9. Pedestrian circulation will be required to be provided along Extended Main Street to the new intersection with Park Ave. as a part of this phase of construction. A security to ensure placement of this shall be included in the security for the subdivision unless other arrangements are agreed to by the City Council.

10. Prior to recordation of a condominium plat for any of the buildings, a Master Homeowners Association will be formed which will be responsible for the maintenance of all landscaping within the project, the walkways and plazas. The City staff shall review and approve the documents which establish this Master Association. The developer and the City shall enter into an agreement specifying that the Master Association shall be responsible for maintenance of

the landscaping and plaza areas. Said agreement shall indicate the minimum level of maintenance acceptable to the City. The developer shall provide the City with an acceptable financial guarantee in the amount of one year's maintenance cost as a part of the agreement. Until such an association is set up, it is the responsibility of the developer to install and maintain facilities.

11. The commercial or residential square footage not used as a part of this phase will not be allowed to be used in later phases.

12. The documents creating the timeshare uses shall be reviewed and approved by the City Attorney and shall be found to be consistent with the City requirements prior to marketing of the units as timeshares.

13. The City Engineer shall review and approve all grading, drainage and utility plans.

EXHIBIT D 93-009a

PARK CITY PLANNING DEPARTMENT

STAFF REPORT

TO:	**PLANNING COMMISSION**
FROM:	**PLANNING STAFF** NS
DATE:	**NOVEMBER 23, 1994**
RE:	**SUMMIT WATCH REVISED CONCEPT PLAN**

I. PROJECT STATISTICS

Project Name:	**Summit Watch Revised Concept Plan**
Applicant:	**Marriott Ownership Resorts Inc. (MORI) and McIntosh Mill, Ltd. (MML)**
Location:	**Town Lift Area, North of Heber Ave. and East of Extended Main Street**
Proposal:	**Revised Large Scale MPD**
Zoning:	**HRC/HCB**
Adjacent Land Uses:	**Historic Residential, Commercial, Timeshare, Nightly Lodging**
Project Planner:	**Nora Seltenrich**

II. BACKGROUND INFORMATION/PROJECT DESCRIPTION

In April of this year, the City Council reviewed an appeal of the Planning Commission denial of Phase II of the Summit Watch Project (aka Town Lift). During that review, the Council granted the staff the authority to work with the applicant to develop an acceptable design of the next building for construction, building A3. Permits have been issued for construction of A3.

Over the past few months, the following has occurred:

Architectural Review of Building A-3. This review is complete. The bike path has been rerouted prior to excavation commencing on the site.

Acquisition of Avise Property. The applicants have purchased the Avise property. This has the following implications:

> -7th Street east of extended Main Street no longer has to be a public street accessing a future development parcel. As such, it can be decreased in width and can take on a more "plaza-like" appearance. It will be a private plaza with public easements for access and utilities rather than a public street.

-Emergency Access will be maintained in 7th Street and plaza areas to the satisfaction of the Chief Building Official. A maintenance agreement shall be entered into to insure adequate maintenance.

-The Avise parcel will become open space and the structure demolished. The applicant is discussing deeding the property to the City.

RDA Parcel. 7th Street was anticipated as the primary access to the RDA parcel which exists in the area. The parcel contains the bike path and a significant amount of vegetation. Given the configuration of the site and the vegetation on the site, it is unlikely that it would be developed independently. There is a possibility that it could be combined with other parcels. The other parcels would access off of Heber Avenue. Although there will be a public access easement for the 7th Street Plaza, it is unlikely that this access would be adequate to serve a development on the RDA parcel.

Finalization of Plans of the Aquacade - A building permit has been issued for the aquacade.

III. PLANNING COMMISSION ACTION REQUIRED

The Planning Commission is being asked to take two actions. The first is approval of a revised concept plan, or Large Scale Master Plan Development for the entire project. This will supersede the action taken to approve the original concept plan in 1991. A revision of the first phase of the project was previously approved by the Planning Commission and this action will revise the balance of the project. A revision to the Sweeney portion of the Master Plan was also previously granted by the Planning Commission. This concept plan covers the property on the east side of extended Main Street. The original conditions of approval of the concept plan must be reviewed and modifications made.

The second action is covered in a separate staff report and involves the Conditional Use Approval of items related to Phase II of the project. Consistent with Chapter 10 of the Land Management Code, each portion or phase of a Large Scale Master Plan must receive Conditional Use Approval.

The Town Lift Design Review Task Force will be required to review and approve the revised concept plan as well as final plans for each individual building.

VI. PROJECT DESCRIPTION

UNIT CONFIGURATION

The Summit Watch Project consists of 8 buildings. Buildings A1 and A2 have been constructed and buildings A3 and the Aquacade are currently under construction. The project buildings and phases are as follows:

Phase 1

Building A1		7200 sq.ft. commercial
Building A2	20units	8393 sq.ft. commercial

<u>Phase 2</u>

Aquacade		support commercial only
Building A3	28units	6358 sq.ft. commercial

<u>Phase 3a</u>

Lobby	20units	3160 sq.ft. commercial

<u>Phase3b</u>

Building A4	14units	9170 sq.ft. commercial

Conversion of old Lobby area in A2 to comm. 1455sq ft

<u>Phase 4</u>

Building A6	33units	5563 sq.ft. commercial

<u>Phase 5</u>

Building A5	20units	9194 sq.ft. commercial

The residential units are 1250 sq.ft. (or .75 unit equivalent) and the commercial numbers represent net leasable square footage.
The total project consists of 135 residential units and 50,496 sq.ft. of net leasable commercial square footage.

ARCHITECTURAL THEME AND BUILDING HEIGHTS

The project as proposed will follow the architectural themes which have been established by the construction of the first 2 buildings and by the approval of plans for Building A3. The buildings along Main Street will be flat roofed structures which will be broken up in modules through the use of different facade treatments. The "arcade" commercial frontage will continue down Main Street with Building A4. Building A5 will not have commercial frontage along Main Street.

The buildings to the east, along Deer Valley Drive are proposed to have more of a mining theme. They will have pitched roofs and provide roof and facade variation. Preliminary design concepts have been submitted and have been distributed for your review. The Town Lift Design Review Task Force will be required to approve the preliminary plans and the final plans for each building. The Planning Commission will also have the opportunity to review more detailed designs at the Conditional Use stage for each phase.

The proposed building heights for the balance of the project are within the building height plane as defined and approved in the 1992 amendment to the 1982 agreement. Buildings A3, Lobby and A6 are 4 levels above the plaza (or parking structure) level. The plaza level steps down between the Lobby Building and Building A6. Building A4 will be 3 stories along Main

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Street and 4 along the plaza, with an increasing difference in elevation between Main Street and the arcade level. Building A5 will be 4 stories.

PARKING

Buildings A2, A3, A4, A5 and A6 are built upon a common parking structure which will contain a total of 337 spaces at buildout. During some of the phases there will be a deficit of parking in the structure. During those times, the applicant is proposing to provide spaces in surface lots. During the conditional use approval of each phase the number, exact location and surfacing requirements of the lots will be specified. A plan has been submitted which shows how the parking requirements will be met with each phase. At buildout, the parking provided will meet the minimum required based upon a ration of 1.25 spaces per unit and 3 spaces per 1000 sq.ft. of net leasable commercial.

PHASING CONTINGENCY PLANS

A major concern with a large, phased project such as this one is that the project may not proceed and that there may be long periods of time between phases moving forward. This developer has certainly indicated their intention to continue to move the project along to completion, but we must plan for every eventuality.

The applicant has prepared phasing contingency plans which indicate how the project area will be restored, how minimum required parking will be provided, how pedestrian and vehicular circulation will work and how utilities will be provided for each phase. Those contingency plans will become part of the approved plans for the Summit Watch Project. Prior to construction commencing on any of the buildings, the City will require that a security posted to cover the cost of site renovation and installation of contingency plans, should the project not move to the next phase. There are specific conditions of approval which address this issue.

PLAZA

The staff and the applicants have been working on plans for the pedestrian plaza area which is over what was 7th Street and is between the buildings. Plaza improvements will include planters, window boxes, hanging planters, benches, trash containers, and light fixtures with banners. The plaza will be privately maintained. It is necessary to maintain a 20 foot fire lane through the plaza. A maintenance agreement is being finalized to ensure that the plaza is maintained to a minimum standard and that snow removal occur so as to allow for adequate fire and emergency access.

EMPLOYEE HOUSING

According to the 1992 amendment to the 1982 agreement, the applicant has an obligation to provide employee housing. This housing requirement is based upon the buildout of the square footage of the project. Based upon this revised concept plan, the requirement would kick in at phase 4. Based upon input received by the Planning Commission at a previous work session, the City is exploring a number of options for provision of City property. The staff will keep the Planning Commission updated as that research progresses.

V. ISSUES FOR DISCUSSION

COMPARISON WITH 1991 CONCEPT APPROVAL
When this project came before the Planning Commission in April, 1994, the staff raised serious concerns regarding the revisions to the concept plan and recommended denial of the revised concept plan at that time. Since then, the applicant has worked to resolve those staff concerns. Improvements to the plans include:

- -modification of building design to provide more variation in facade and building height
- -detailed planning for the plaza and public features of the project
- -revision to Building A6 to provide more opportunity for a pleasing entry to the project and to Main Street
- -revision to the plans in order to enhance the stream corridor and bike path
- -a greater degree of commitment to work with the City to make the Summit Watch Project as good as it can be

Although there is still quite a bit of detail which has to be finalized, the plans received at this time are a significant improvement over what was proposed earlier this year. The staff can identify no major issue.

The current proposal is significantly smaller than the 1991 concept plan. The residential square footage is virtually the same while the commercial component has been dramatically decreased (from 137,060 sq.ft to 50,496 sq.ft.).

COMPLIANCE AND REVISION TO 1991 AND 1994 CONDITIONS
The 1991 conditions of approval have been reviewed by the staff. Some of the conditions apply to what is now the Sweeney portion of the Town Lift Project and have been attached to those approvals. Many of the conditions of approval have been complied with or have been superseded by the 1992 amendment to the 1982 agreement. Since the project is now being developed by one party, rather than individual parcels being sold for development, as was originally anticipated, many of the conditions no longer apply. New conditions of approval are drafted as a part of this approval and will supersede the 1991 conditions.

The 1994 conditions are being complied with through this revision to the concept plan and the Conditional Use approval of Phase 2.

UTILITIES
The City Engineer has expressed concerns over the adequacy of fire flow for the project as it builds out. The applicant continues to work with the City Engineer on complete preliminary

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utility plans. Final plans for the entire project have not yet been agreed upon, but the Conditional Use approval for each phase shall require that utilities adequate to serve that phase are approved. Conditions of approval are included to address the utility issues.

STREAM CORRIDOR AND BIKE PATH IMPROVEMENTS
The staff has been concerned with the stream channel/bike path corridor which runs east of the buildings and west of Deer Valley Drive. This is a heavily used corridor and it is important that it remains a pleasing pedestrian experience. The current plans show the stream channel being reconstructed adjacent to building A6. This is unavoidable due to the construction of the Deer Valley Drive-Main Street intersection, the removal of 2 existing culverts and the construction of the driveway to the Lobby building. South of this area, every attempt will be made to retain as much existing vegetation as possible. The acquisition of the Avise parcel has enabled the applicants to propose that the 4 foot "soft surface" path be separated from the 10 foot hard surfaced bike path. The work will be done by hand and will involve minimal vegetation removal.

PRELIMINARY NATURE OF PLANS
The Large Scale MPD process is intended to approve preliminary plans with the understanding that the details for each phase must be worked out in the Conditional Use process. The plans submitted to date are of greater detail than is customary or anticipated in Chapter 10 of the Land Management Code. This greater level of detail was deemed necessary by the staff for a project of this size and prominence. The plans are still preliminary, however, and conditions of approval have been drafted to address this preliminary nature and to make clear that more detailed plans will be required to be submitted and approved.

VI. FINDINGS AND CONDITIONS

The staff has reviewed the plans submitted and recommends **APPROVAL** of the revised Large Scale MPD for the Summit Watch Project.

FINDINGS
1. In 1991, the Planning Commission and City Council approved a concept plan for the Town Lift Project which included the Summit Watch project currently under review. The current proposal for the Summit Watch Large Scale MPD proposes revisions to that concept plan. Those revisions require review and approval by the Planning Commission.

2. This project is unique in that there are prior agreements which apply to it. The City has entered into a 1992 amendment to the 1982 agreement which applied to this project. In terms of the Master Plan Development Review, the agreement gives the property owners the right to use HCB zoning, establishes natural grade for measuring building height, imposes an employee housing requirement and addresses stream channel modifications.

3. The project is being reviewed as an amendment to a Large Scale Master Plan. The applicant has provided information consistent with requirements for review.

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4. This project is large in scale and is in a prominent location in Park City's Historic District.

5. This area is identified as Historic Commercial in the Park City Comprehensive Plan.

6. Plans have been submitted and, once approved, will be part of the approval record.

7. The applicants have worked diligently with the City and have revised the plans to address concerns raised by the Staff, Planning Commission and City Council.

CONCLUSIONS OF LAW

1. The proposed project is consistent with the Historic Commercial designation in the Park City Comprehensive Plan.

2. The project and proposed uses are consistent with the HCB zoning which is allowed to be applied to it.

3. The project is generally consistent with the 1992 amendment to the 1982 agreement and with the findings and conditions of the 1991 approval. Some of the terms and conditions are no longer applicable and some terms and conditions are modified as a part of this approval and are necessary due to changes in the project and in circumstances.

4. The project complies with the Criteria for Review of a Master Planned Development as outlined in Section 10.9 of the Land Management Code.

5. The Master Plans relationship to its surrounding have been considered in order to avoid adverse impacts caused by traffic circulation, building height or bulk, lack of screening, ridgeline and view corridor intrusion, wetland encroachments or intrusions on privacy.

6. Additional detailed plans and conditions of approval are deemed necessary to ensure compliance with section 10.9 of the Land Management Code, such as detailed landscape plans and architectural drawings.

CONDITIONS OF APPROVAL

1. This approval is for a Large Scale Master Planned Development. Every phase shall require conditional use approval by the Planning Commission.

2. The Town Lift Design Review Task Force shall review and approve plans for each building prior to construction commencing.

3. Uses in the project shall be governed by the HCB zone. Any use which is shown as conditional in the HCB zone shall require conditional use approval by the Planning Commission.

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4. A phasing plan has been submitted and is a part of this project approval. During the Conditional Use review of each phase, final details of the contingency plans shall be reviewed and approved. Prior to commencement of construction of any phase, a security shall be posted which shall be adequate to allow site restoration and completion of the contingency plan.

5. The Conditional Use review for each phase shall include review and approval of temporary and permanent pedestrian, vehicular and construction circulation plans.

6. No phase or building may proceed unless the City Engineer reviews and approves the utility plans.

7. No building permits will be issued unless and until the City Engineer and Fire Marshall review and approve plans which adequately address fire and emergency access and fire flow.

8. The Conditional Use review for each phase shall include the review and approval of landscape, streetscape and lighting features which are consistent throughout the project and are consistent with this approval. The landscape plans shall include specimen size trees, particularly between Deer Valley Drive and the buildings.

9. A Master Property Owners Association will be formed which shall be responsible for maintenance of all plaza streetscape and all landscaping. A Maintenance Agreement shall be entered into which guarantees the level of maintenance.

10. The building heights and density shall not exceed what is shown in this approval.

11. The applicant shall be required to provide employee housing consistent with the terms of the 1992 amendment to the 1982 agreement.

12. All signage shall receive appropriate review and approval.

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PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
NOVEMBER 30, 1994

COMMISSIONERS IN ATTENDANCE:

Tom Calder, Bruce Erickson, Fred Jones, Chuck Klingenstein, Joe Tesch, Diane Zimney

EX OFFICIO:

Rick Lewis, Community Development Director; Nora Seltenrich, Special Projects Manager; Megan Ryan, Planner II; Janice Lew, Planner I

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The Commissioners and the Staff met in work session from 6:00 to 8:00 p.m. to review items on the regular agenda.

REGULAR MEETING - 8:00 P.M.

I. ROLL CALL

Vice-Chair Bruce Erickson called the meeting to order at 8:10 p.m. and noted that all Commissioners were present with the exception of Chair Alison Child who was excused.

II. PUBLIC COMMUNICATIONS

Vice-Chair Erickson called for public input on items not on the regular agenda.

David Belz, an architect and property owner in Old Town, addressed the HRC issue that was not scheduled on the agenda. He referred to comments made at the work session by some Commissioners that the Planning Commission should assume a leadership role in the planning process for the HRC zone and other planning issues. Mr. Belz agreed that the Planning Commission should assume a leadership role, but he felt that there was an underlying attitude that the leadership position was going to take place regardless of public opinion. He was concerned about that attitude and felt that it discounted the value of public opinion. He shared Commissioner Tesch's concern that ideas coming from a group forum were often biased by the group leader's position. He was more concerned that too often the leadership role was assumed by the Planning Commission and other City bodies, resulting in the hiring of outside consultants and experts to dictate what the public wanted to hear. If outside experts were hired, Mr. Belz felt the consultants should be allowed to give the public their unbiased expert opinion and let the public decide whether to accept or deny it. He encouraged the Planning Commission to keep an open mind when dealing with outside sources. He noted that, for the public meeting on December 14, the Commissioners would establish the objectives, and the public group meetings would discuss how to facilitate the objectives. In addition to the Planning Commission's objectives, he proposed that the big picture for the area also be discussed in the groups. His suggestion was initiated by the issue of the ski run extension of which many of the Commissioners were unaware, and Mr. Belz felt the Planning Commission should temper their ideas for the whole area with the ski run in mind and encourage the developer to submit a revised MPD showing the ski run extension.

III. STAFF/COMMISSIONERS' COMMUNICATIONS

Community Development Director Rick Lewis reported that a meeting of the General Plan Update Citizens Advisory Committee is scheduled for 6:00 p.m. on December 19 at City Hall. The agenda will include what is happening in the City and County regarding the tiering system, annexation proposals, and past growth trends. He noted that Commissioners Jones, Calder, and Child are members of that Committee.

Commissioner Chuck Klingenstein reported on an article in the Urban Land Institute addressing growth issues in the Rocky Mountains. He summarized the article and noted that the growth currently being experienced would not abate for at least a decade. It was not necessarily an issue of growth versus no growth or conservation versus open markets, but rather how to determine and conserve what was worthy in the landscape while simultaneously allowing and supporting economic development. He acknowledged the hard work being done but suggested taking a broader look at the impacts. A copy of the article was provided for each of the Commissioners.

IV. PUBLIC HEARINGS/ACTION ITEMS

1. <u>2581 Larkspur Drive (Lot 34 Westridge Subdivision Phase II) Plat Amendment</u>

Director Lewis explained that the application had not moved forward and the Staff had notified the applicant several times without response. The last communication was by certified letter over 60 days. According to ordinance, after that length of time the Community Development Director may make a recommendation to the Planning Commission to deny and terminate the application. Director Lewis recommended that the Planning Commission take that action.

MOTION: Commissioner Fred Jones moved to ACCEPT the Staff recommendation to terminate the application due to inaction. Commissioner Klingenstein seconded the motion.

VOTE: The motion passed unanimously.

2. Prospector Square Subdivision of Lot G (Lost Prospector)

The Staff recommended that this item be continued. Director Lewis stated that information was required to be submitted by December 1 at 5:00 p.m. or he would recommend that the application be terminated or re-started.

Vice-Chair Erickson opened the public hearing.

There was no public comment.

MOTION: Commissioner Klingenstein moved to CONTINUE the request for Plat Amendment, Lot G, 1777 Prospector Avenue until December 14, 1994, provided that information is submitted by 5:00 p.m. on December 1 subject to the Staff recommendation for termination of action for failure to submit. Commissioner Jones seconded the motion.

VOTE: The motion passed unanimously.

3. Summit Watch Revised Concept Plan and Phase II Approval

Due to a conflict of interest, Commissioner Diane Zimney abstained from discussion and voting on both Summit Watch matters.

Special Projects Manager Nora Seltenrich reported that the Planning Commission was being asked to take two actions. The first was a revised concept plan for the entire Summit Watch project from the east of extended Main Street to Deer Valley Drive and south of Park Station. The concept plan included a phasing plan with five phases, with Phase I nearly complete, and Phase II being under construction. The Phasing plan included revised architectural schemes and revised parking. Phasing contingency plans would insure that, if the project stopped at any point, it would look like and function as a complete project. The project would include a pedestrian plaza which would be privately maintained. The proposed plan was a revision to a 1991 concept approval for the Town Lift project and would constitute a revised large-scale MPD. The Staff recommended a number of conditions of approval that would give the Staff authority to continue working with the applicant to achieve a satisfactory level of detail. Conditions would require that each phase come back to the Planning Commission for conditional use approval and that the Town Lift Design Review Task Force review and approve all building designs.

Commissioner Joe Tesch asked for clarification of what the Planning Commission would be approving. Manager Seltenrich responded that a large-scale master plan included density determination, footprints of the buildings, general landscape design, general utility plan, circulation plans, and pedestrian circulation plans. The Planning Commission would also base their action on a set of approved drawings addressing all of the above-stated issues.

Vice-Chairman Erickson clarified that each building in the next phase would go before the Town Lift Design Review Task Force and the Planning Commission. Manager Seltenrich explained that each phase would be considered a conditional use permit.

Based on Commissioner Tesch's comments made during the work session, Commissioner Klingenstein did not want him to feel that he was being rushed into taking action on something he had not had time to consider fully. Commissioners Klingenstein and Child had worked with Manager Seltenrich to review the project which had put them at an advantage. He encouraged Commissioners Tesch and Calder to request more time for consideration if they found it necessary.

Commissioner Tom Calder stated that he was prepared to move forward but would agree to additional time if it was needed.

Commissioner Tesch felt that, although this seemed a little fast and he had not seen the set of plans mentioned by Manager Seltenrich until the work session, he had made himself familiar with prior plans and studied the new footprint as best he could. He had a good idea of the project and trust in the work of his fellow Commissioners who had been more involved. Based on those reasons, he was prepared to take action.

Vice-Chair Erickson opened the public hearing.

There was no public comment.

Vice-Chair Erickson summarized that the Staff had asked for two actions, and he was prepared to entertain two motions on Summit Watch.

Summit Watch Revised Concept Plan

MOTION: Commissioner Klingenstein moved to APPROVE the revised concept plan as outlined in the Staff report covering the Summit Watch Revised Concept Plan, the applicant being Marriott Ownership Resorts, Inc., and MacIntosh Mill, with all the conditions outlined by the Staff with the Conclusions of Law and Findings. Commissioner Jones seconded the motion.

Commissioner Tesch asked Manager Seltenrich for a public explanation of the changes in the project over the course of time. He noted that the current proposal had a lot to commend it over the prior plans including lower commercial and lower density.

Manager Seltenrich reported that a number of plans had been presented over the years, and a concept plan was approved in 1991 by the Planning Commission and the City Council. The current plan contained 135 residential units and 50,496 square feet of net leasable commercial area. The 1991 plan contained the same amount of residential square footage and approximately 137,000 square feet of net leasable commercial space. The current plan significantly decreased the commercial area. When the 1991 plan was approved, the concept was that it would be developed more like Main Street, and individual parcels would be subdivided and developed by different developers. It included the pedestrian plaza, and the buildings were in the same general location. The Seventh Street Plaza area was always discussed as having a pedestrian component, although it had now become a full pedestrian plaza. The current concept would be developed by one developer with a common plaza management and some continuity in maintenance. The form of the buildings had changed, but building heights had not increased over the original 1991 plan.

In early 1994, MacIntosh Mill and Summit Watch presented another concept plan proposal with buildings in the same general location. The proposal was denied by the Planning Commission and City Council. There was concern about variation in building facade and building height, planning for the plaza was not detailed sufficiently, there was inadequate entry statement where Main Street met Deer Valley Drive, and there were concerns about the stream corridor and bike path. Since April 1994, the Staff had worked with Summit Watch and MacIntosh Mill to refine the plans to address those issues, and the Staff felt that significant modifications had been made to improve the master plan and recommended approval. The lengthy conditions of approval from 1991 and 1994 had been reviewed when considering the current plan, and the new conditions of approval replaced the previous conditions.

Commissioner Tesch remarked that the current plan was the best one he had seen, and he was ready to vote on the matter because he did not want to see it go away.

VOTE: The motion passed unanimously with Commissioner Zimney abstaining from the vote.

Conditions of Approval - Summit Watch Revised Concept Plan

1. This approval is for a Large Scale Master Planned Development. Every phase shall require conditional use approval by the Planning Commission.

2. The Town Lift Design Review Task Force shall review and approve plans for each building prior to construction commencing.

3. Uses in the project shall be governed by the HCB zone. Any use which is shown as conditional in the HCB zone shall require conditional use approval by the Planning Commission.

4. A phasing plan has been submitted and is part of this project approval. During the Conditional Use review of each phase, final details of the contingency plans shall be reviewed and approved. Prior to commencement of construction of any phase, a security shall be posted which shall be adequate to allow site restoration and completion of the contingency plan.

5. The Conditional Use review for each phase shall include review and approval of temporary and permanent pedestrian, vehicular and construction circulation plans.

6. No phase or building may proceed unless the City Engineer reviews and approves the utility plans.

7. No building permits will be issued unless and until the City Engineer and Fire Marshall review and approve plans which adequately address fire and emergency access and fire flow.

8. The Conditional Use review for each phase shall include the review and approval of landscape, streetscape and lighting features which are consistent throughout the project and are consistent with this approval. The landscape plans shall include specimen size trees, particularly between Deer Valley Drive and the buildings.

9. A Master Property Owners Association will be formed which shall be responsible for maintenance of all plaza streetscape and all landscaping. A Maintenance Agreement shall be entered into which guarantees the level of maintenance.

10. The building heights and density shall not exceed what is shown in this approval.

11. The applicant shall be required to provide employee housing consistent with the terms of the 1992 amendment to the 1982 agreement.

12. All signage shall receive appropriate review and approval.

<u>Summit Watch Phase II</u>

Vice-Chair Erickson opened the public hearing.

Commissioner Klingenstein commented on the connection of Main Street to Deer Valley Drive outlined in the Staff report and noted the discussion of bridges vs. tunnels. He pointed out that the concept of the ski run called for a bridge, and he felt that bridges made more sense than tunnels aesthetically and from a health and safety standpoint.

Commissioner Jones asked if the concept plans showed a bridge or boxed culvert. Manager Seltenrich responded that it was a bridge and that a bridge was preferred by Marriott but the applicant was willing to go either way and would make either one attractive. The Public Works Director and City Engineer preferred a culvert, but they were open to the bridge option and suggested that the Staff meet next week to discuss the City's liability and interest. Condition 2 would leave the decision up to the City.

Commissioner Jones felt that, if a bridge would be better from an aesthetic standpoint, they should consider it.

MOTION: Commissioner Klingenstein moved to APPROVE the Summit Watch Phase II conditional use as outlined in the staff report for the applicant Marriott Ownership Resorts, Inc., and MacIntosh Mill with all the Findings, Conclusions of Law and Conditions of Approval outlined in the staff report with the addition of Condition 3 stating that "the City along with the developer will look at a bridge concept for the connection of Main Street to Deer Valley Drive to enhance the entry statement." The motion included a recommendation for the bridge option to enhance the entry statement. Commissioner Jones seconded the motion.

VOTE: The motion passed unanimously with Commissioner Zimney abstaining from the vote.

Commissioner Tesch asked that the Summit Watch project also be referenced as the Town Lift Project when publicly noticed in the future. He believed that many citizens interested in the Town Lift Project did not make the connection to Summit Watch, and he felt it should be better identified.

Conditions of Approval - Summit Watch Phase II

1. Final details on the landscape and plazascape shall be reviewed and approved by the Staff and a security posted to ensure installation prior to any certificates of occupancy being issued on the buildings in Phase 2.

2. Construction plans and details on the Main Street/Deer Valley Drive connection shall be reviewed and approved by the community development department. The structure shall be designed in the "mining theme" established by the design of the structures along Deer Valley Drive. Similar materials will be used including heavy timbers and sandstone.

3. The City and the developer will look at a bridge concept for the connection of Main Street to Deer Valley Drive to enhance the entry statement.

4. High Chaparral a.k.a. Comstock Lodge Final Plat

Due to a conflict of interest, Commissioner Zimney abstained from discussion and voting on this matter.

Director Lewis noted that the public hearing was for a condominium conversion. The original action was taken by the City Council on September 1 to approve the final plat. This is a two-lot project with 20 condominium units and one single-family unit. The final plat was recorded, and the applicant is asking for a condominium conversion for the 20 units on the larger parcel. The Staff recommended that the Planning Commission forward a positive recommendation to the City Council with the conditions outlined in the staff report.

Commissioner Tesch stated that the project was originally approved with a reduction in parking spaces. He asked if condominiums generated more car use than non-condominium projects. Director Lewis responded that the information provided by Deer Valley indicated fewer vehicles in a condominium unit than in a single-family dwelling, so the Planning Commission and City Council had allowed the parking reduction. Manager Seltenrich explained that the form of ownership did not dictate the parking as much as the unit type and configuration, amount of storage, and type of parking arrangements. She felt High Chaparral was more conducive to a nightly rental pool than a permanent residence. She noted that the units were always intended to be condominiumized. Commissioner Calder noted that the two adjacent parcels, Corchevel and Powder Run, did not have parking problems.

Vice-Chair Erickson opened the public hearing.

EXHIBIT F

Resolution No. 36-91

RESOLUTION ESTABLISHING THE TOWN LIFT PROJECT TASK FORCE AND APPOINTING MEMBERS TO THE TOWN LIFT PROJECT TASK FORCE

WHEREAS, the Town Lift Project application, submitted by McIntosh Mill Ltd. and MPE, Inc. on August 28, 1990, has received conceptual approvals by the Planning Commission on July 26, 1991 and the City Council on September 17, 1991; and

WHEREAS, the conditions of approval dated September 17, 1991, state that the Historic District Commission (HDC) shall be required to review and approve volumetrics for Phase I which shall address maximum building heights, necessary stepping, acceptable building materials and colors as well as general design features; and to approve specific building design for the proposed structures prior to construction; and

WHEREAS, the conditions of approval dated September 17, 1991, state that the Coalition Replica shall require approval by the HDC and shall be as close as possible to the original design and location; and

WHEREAS, two members of the current Historic District Commission membership have disclosed conflicts of interest with regard to the Town Lift Project, and the City Council has deemed it appropriate and in the best interest of the community to enable a Task Force with the same responsibilities, powers, and purpose of the Historic District Commission, as described in Chapter 4 of the Land Management Code, for specific review of the Town Lift Project;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council that a Town Lift Project Task Force is hereby established. Alison Child, Jacquie Cote and David Hampshire from the Historic District Commission; Chris Erickson and Ron Whaley from the Planning Commission; Ruth Gezelius from the City Council; and Allen Roberts, a technical advisor, who shall be a non-voting member; are hereby appointed to the Task Force.

PASSED AND ADOPTED this 5th day of December, 1991.

PARK CITY MUNICIPAL CORPORATION

Bradley A. Olch

Mayor Bradley A. Olch

Resolution No. 5-93

RESOLUTION REESTABLISHING THE TOWN LIFT PROJECT DESIGN REVIEW TASK FORCE

WHEREAS, the City Council originally formed the Town Lift Design Review Task Force on December 5, 1991 to provide a broad-based review of the designs of the proposed structures within the Town Lift Project and because of conflicts of interest on the then seated Historic District Commission; and

WHEREAS, because of changes in membership on the Historic District Commission, those conflicts do not now exist; and

WHEREAS, newly proposed structures in the Town Lift Project area are, in fact, new developments of a scale significantly larger than those traditionally reviewed by the Historic District Commission, and the broader representation on the Town Lift Design Review Task Force has been beneficial in the review of projects in the area;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council that the Town Lift Project Design Review Task Force is reestablished as follows:

SECTION 1. MEMBERSHIP. The membership of the Town Lift Project Design Review Task Force shall include all members of the Historic District Commission, two Planning Commissioners appointed by the Planning Commission, and one ex-officio, non-voting City Council member appointed by the Mayor. In making appointments, the Planning Commission and Mayor shall take into consideration the background and experience of the candidates in matters affecting Park City's Historic District.

SECTION 2. DUTIES. The Town Lift Project Design Review Task Force shall conduct design review of new structures in the vicinity of the Town Lift Project in accordance with the City's Historic District Design Guidelines. This shall include all new construction between Heber Avenue and Park Station and between Park Avenue and Deer Valley Drive.

SECTION 3. OVERSIGHT. Decisions of the Town Lift Project Design Review Task Force are appealable to the City Council and may be called up in the same manner as final actions of the Planning Commission and Historic District Commission, subject to the same procedures as outlined in the Park City Land Management Code.

PASSED AND ADOPTED this 28th day of January, 1993

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

PARK CITY 1884

Resolution No. 18-00

RESOLUTION REESTABLISHING THE TOWN LIFT PROJECT DESIGN REVIEW TASK FORCE

WHEREAS, the City Council originally formed the Town Lift Design Review Task Force on December 5, 1991 to provide a broad-based review of the designs of the proposed structures within the Town Lift Project and because of conflicts of interest on the then seated Historic District Commission; and

WHEREAS, because of changes in membership on the Historic District Commission, those conflicts do not now exist; and

WHEREAS, the newly proposed pedestrian bridge in the Town Lift Project area is, in fact, new development having a greater visual impact than those traditionally reviewed by the Historic District Commission, and the broader representation on the Town Lift Design Review Task Force has been beneficial in the review of projects in the area;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council that the Town Lift Project Design Review Task Force is reestablished as follows:

SECTION 1. MEMBERSHIP. The membership of the Town Lift Project Design Review Task Force shall include all members of the Historic District Commission, two Planning Commissioners appointed by the Planning Commission, and one ex-officio, non-voting City Council member appointed by the Mayor. In making appointments, the Planning Commission and Mayor shall take into consideration the background and experience of the candidates in matters affecting Park City's Historic District.

SECTION 2. DUTIES. The Town Lift Project Design Review Task Force shall conduct design review of the proposed pedestrian bridge spanning lower Main Street, in the vicinity of the Town Lift Project in accordance with the City's Historic District Design Guidelines. The review shall occur prior to the issuance of the Conditional Use Permit for the project by the Planning Commission. The review is supplemental to Community Development Department review pursuant to Land Management Code, Section 4.5(b). There shall be no separate review by the Historic District Commission.

(A) Chairperson. The Historic District Commission chairperson shall serve as chairperson of the Task Force. The Chairperson shall vote.

(B) Quorum. No business shall be conducted without a quorum at the meeting. A quorum shall consist when a majority (at least 4) of the voting members are present. All meetings must comply with the Utah Open and Public Meetings Act.

(C) Voting. All actions and final design approval of the Task Force shall be represented by a vote of the membership. A simple majority of the members voting at a meeting shall approve any proposed action.

SECTION 3. APPEALS. Decisions of the Town Lift Project Design Review Task Force are appealable to the City Council and may be called up in the same manner as final actions of the Planning Commission and Historic District Commission, subject to the same procedures as outlined in the Park City Land Management Code.

SECTION 4.TERM. The Task Force shall dissolve upon final action of the proposed pedestrian bridge, but in no event shall the Task Force remain active past August 17, 2001, without subsequent City Council approval.

PASSED AND ADOPTED this 17th day of August, 2000

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

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 state below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval - Nakoma Condominiums

1. The City Attorney and City Engineer will review and approve the final form and content of the amended record of survey for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.

2. The applicant will record the amended record of survey at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void.

3. All conditions of approval of the Flagstaff Mountain Resort Phase II (Pod B-1) Master Planned Development, as amended, and the Northside Village Subdivision II plat shall continue to apply.

5. 692 Main Street, Town Lift Project, Phase 1 - Pre Master Planned Development **(Application #PL-10-00928)**

Due to a conflict, Commissioner Pettit recused herself and left the room.

Planner Robinson reported that the application for 692 Main Street was part of the Marriott Summit Watch Town Lift master planned development. The building has been used by the Marriott Corporation as a sales gallery for the Summit Watch project. The building has subsequently been for sale. The contract purchaser was represented this evening by Kevin Horn, the architect and Mr. David Luber with LCC properties.

Planner Robinson reported that the original Town Lift concept included McIntosh Mill, the Sweeney Brothers and what became the Caledonia Hotel and the Town Lift as part of the Sweeney project and Treasure Hill. Through the early discussions, Main Street did not extend past Heber Avenue and there were discussions on elements that might apply to one side of Main Street but not required on the other. Planner Robinson stated that the City Council adopted a concept plan that bifurcated the agreement between the McIntosh Mill Partnership and the Sweeney Brothers and their partnership. Therefore, each party acted independently to comply with the 1991 concept plan.

Planner Robinson noted that in April 1992 the Planning Commission approved a small scale MPD, which became the Town Lift Phase I and included Buildings A1-A3. Building A-1 was 692 Main Street. Buildings A-2 and A-3 became part of the Marriott Summit Watch Project. In 1994 a building permit had been issued and the project at 692 Main was under construction. An amended concept plan was proposed and approved, at which time Marriott took over the project. Building A-1 was constructed and what was reflected in the 1994 Concept plan was a 7200 square foot commercial building. The actual building is slightly less.

Planner Robinson stated that throughout that project, there were requirements for a Town Lift Design Review task force to review all the buildings in the project. The Task Force was comprised of members from the Historic District Commission, members of the Planning Commission and one City Council member. The Task Force was reconstituted with the Town Lift Bridge several years later.

Planner Robinson presented plans of the existing building and explained the proposed changes for a minor addition. The applicant was requesting to modify the building by adding to the 2nd story balcony and enclosing the space underneath. The modification would add 549 square feet to the building for a total of 7,105 net leasable square feet. The footprint of the building would remain the same except for the minor addition and enclosure under the deck facing Main Street.

Planner Robinson stated that the question was whether to reconstitute the Design Review Task Force in some manner, and whether that would be under the current process. Currently, any historic design review goes through the Staff Design Review Team and any appeal of that decision would go to the Historic Preservation Board. Another option would be to reconstitute the Task Force with members from the HPB, the Planning Commission and the City Council.

Planner Robinson stated that in addition to the minor addition, the applicant was proposing a major addition and a remodel which would include adding additional floors to the building, keeping under the height requirement of the LMC and the MPD. The use would be a mixed use of residential and commercial, which was contemplated in the earlier concept plan. Planner Robinson asked if the Planning Commission would want to recommend a Design Review Task Force for this phase, and in what manner.

Planner Robinson reviewed three questions on Page 195 of the Staff report for the Planning Commission to consider. The first was whether the Task Force should be comprised of the HPB. He amended that to replace HPB with the current Staff Design Team. The second question asked if the composition of the Task Force should include other members. The third question was whether an amendment to the 1991 Concept Plan be should be referred to the City Council to remove the requirement that Design Review go before the Historic Board.

Planner Robinson clarified that the application was a pre-master planned development and the Staff requested general consensus from the Planning Commission as to compliance with the General Plan.

David Luber, representing the applicant, stated that for the last several months they have worked diligently with the Staff and the Legal Department to research the history of the project back to 1992, when it was first developed by McIntosh Mill. What they learned was that the original density and configuration of buildings goes back to the 1992 MPD. Building A-1 has not had much use over the past year. They are looking at this as a reclamation project and would like to do something productive for the tax base and the user base.

Mr. Luber clarified that they do not intend to change the footprint of the existing building. The original MPD from 1992 was a mixed use of commercial and residential. In 1994 the Marriott took over this project and changed the use to a commercial sales office. An amendment was approved in 1994 and the building was turned into approximately 7200 square feet of net leasable space.

Mr. Luber stated that the applicant would like to return the building back to its original intended purpose of commercial and residential use. He pointed out that their proposal would not increase the density, they are using the existing footprint, the setbacks would remain the same, and there would be no changes to the open space. There would be no on-street parking issues because the users of the property are confined on site.
Mr. Luber requested feedback from the Planning Commission in terms of how complex or easy the MPD process would be, based on an application for an amendment to the 1994 plan to allow reconfiguration.

Mr. Luber stated that under the original 1992 and 1994 plans, design review of this project was done by the Design Review Task Force. At that time there was not a functioning Staff and functioning Historic Design Review process. Mr. Luber asked the Planning Commission whether the design review could be handled in a process with the City Staff and the existing HPB, rather than reconstituting the Task Force.

Mr. Luber requested direction from the Planning Commission regarding the MPD process.
Kevin Horn, the project architect, reviewed the proposed modifications.
Chair Wintzer opened the public hearing.

There was no comment.

Chair Wintzer closed the public hearing.

Commissioner Peek asked if there was a way to enhance the pedestrian plaza on 7th Street and generate pedestrian traffic on that side of the building to draw people into that plaza. He noted that the plaza is currently under utilized. Mr. Luber replied that the building has been significantly under utilized. It is intended to be as significant as the Ski Lodge Club and the members entrance would draw foot traffic to that area. Mr. Luber noted that the applicants have discussed ways to better utilize that area.

Chair Wintzer asked if this would be a private club or open to the public. Mr. Luber stated that the intent is to have a members private ski club/public restaurant and lounge. Mr. Luber remarked that the intent is to provide something that is not available on the hill at Park City Mountain Resort.

Commissioner Peek asked if there would be a sales component to the use similar to the Talisker Restaurant. Mr. Luber replied that there would be a modest sales element.

Commissioner Strachan recalled an ordinance prohibiting first floor members dining clubs.

Chair Wintzer clarified that his questions were based on that ordinance, but he was unsure where the ordinance stops. Planner Robinson explained that it is commonly called a vertical zoning ordinance and it would include this building. The ordinance prohibits office space, non-retail space, restaurant space such as what is being proposed, or a club grille.

Mr. Luber remarked that they were trying to multi-task and find the best uses for the building.

Commissioner Strachan liked the concept, particularly the idea of having a store on Main Street. That type of store is no where to be found and it is totally essential. Mr. Luber clarified that the market would be open to the public.

The Commissioners discussed the purpose of the Design Review Task Force. Chair Wintzer explained that the Task Force was set up because of the controversy of the project, not because the Staff was unable to handle the job. It was a way to ensure the public that they would have the ability to provide input. Assistant City Attorney McLean thought the Staff report clearly laid out the options for the Planning Commission to consider. She noted that the 1991 Concept Plan specifically designated the Historic District Commission as the design task force. All the documents subsequent to that were all the buildings plans to be reviewed by that task force.

Commissioner Strachan clarified that the HDC is now the HPB. Ms. McLean replied that this was correct.

Chair Wintzer asked if the Planning Commission had the ability to circumvent the requirements of the 1991 Concept Plan. Ms. McLean explained that the Planning Commission could either re-affirm the HPB as the Task Force, or they could refer this to the City Council to and recommend that the Council amend the 1991 Concept Plan so the review could just go to the Staff and no longer need to go to the HPB. Another option would be to recommend that the City Council reconvene the Task Force but include other members with the HPB.

Commissioner Strachan felt the question was whether the Planning Commission should solve the problem now so the Task Force would not need to be reconvened each time there is an issue. The Planning Commission could recommend that the City Council remove the requirement for a Task Force and allow the applicants to go through the Staff Design Review Team.

Commissioner Peek remarked that remodels of existing buildings should not rise to the standards of a Design Review Task Force. He believed it should go to the City Council for policy direction on whether the Design Review Task Force is still enforced on all applications.

Commissioner Strachan agreed. Commissioner Hontz was comfortable with reviewing the MPD and eliminating the task force.

Assistant City Attorney McLean remarked that just for the minor remodel, the Staff interpreted that as only needing approval by either the task force or another type of design review. That would not be part of the MPD. The major addition of adding stories would be part of the MPD because it would substantially change the building. The Planning Commission has the purview to determine that filling in the balcony is also a substantial change and it should also be part of the MPD. The Staff opinion was that it was minor enough not to require opening the MPD.

Commissioner Strachan thought that was reasonable. Commissioner Peek noted that the minor addition falls under the HDDR and would still be reviewed by Staff.

Mr. Luber was unclear on what the Planning Commission would recommend to the City Council. Assistant City Attorney McLean stated that the Planning Commission would recommend to the City Council that the 1991 Concept Plan be amended. Therefore, instead of this being referred to the HPB, it would be referred to Staff for design review and the task force need not be convened. Because the 1991 Concept Plan was passed by the City Council, they would need to make that determination.

Ms. McLean clarified that the applicant would need to wait until the City Council makes their determination before moving forward with review of the minor addition. The proposal for additional stories would require an MPD.

Mr. Luber asked for a general nos from the Planning Commission as to whether they would look favorably on their proposal if it comes back as an MPD application. Commissioner Peek felt it was headed in the right direction. The Commissioners concurred. Planner Robinson noted that typically in pre-MPD meetings they look for general compliance with the General Plan.

MOTION: Commissioner Strachan made a motion to forward a POSITIVE recommendation to the City Council that the 1991 Concept Plan be amended to remove the requirement that the design review go before the Historic Board, as outlined on Page 195 of the Staff report. Commissioner Hontz seconded the motion.

VOTE: The motion passed unanimously. Commissioner Pettit was recused.

The Park City Planning Commission meeting adjourned at 10:15 p.m.

Approved by Planning Commission____________________________________

City Council Staff Report

Subject:	**354 Main Street & First Amended 352 Main Street**
Project:	**PL-10-00945**
Author:	**Kayla Sintz**
Date:	**May 20, 2010**
Type of Item:	**Administrative – Plat Amendment**

PARK CITY 1884 PLANNING DEPARTMENT

Summary Recommendation

Staff recommends the City Council hold a public hearing for the 354 Main Street & First Amended 352 Main Street plat amendment and consider approving the plat amendment based on the findings of fact, conclusions of law and conditions of approval as found in the attached ordinance.

Topic

Owner:	Aaron Hofmann
Owner's Representative:	Craig Elliott, Architect
Location:	352 & 354 Main Street
Zoning:	Historic Commercial Business (HCB)
Adjacent Land Uses:	Residential & Commercial
Reason for Review:	Plat amendments require Planning Commission review and City Council approval

Background

On October 5, 2009 the applicant submitted a complete application for a Lot Line Adjustment. However, due to multiple lots being combined, it was determined a plat amendment would be required. The applicant submitted a complete application for a Plat Amendment on April 7, 2010. The proposed plat creates the 354 Main Street & First Amended 352 Main Street plat. The first lot consists of Lot 1 of the 352 Main Street Plat, which was subject to a plat amendment in 2006 and incorporated portions of Lot 12 and Lot 13 and 14, Block 22 and Lot 15, Block 69. The second lot, shown as Lot 2, consists of 354 Main Street, which is a parcel of land containing Lot 14 and a portion of Lot 13, Block 22, Park City Survey. There is an existing contemporary commercial building at 352 Main Street (Dugins West and The Spur) and an existing historic mixed use building at 354 Main Street (previously known as the Bald Eagle Realty building). There is a 5 foot wide pedestrian access from Main Street to Swede Alley along the south property line.

The applicant is requesting the plat amendment to create a two lot subdivision, which is a parcel combination amending the previously platted 352 Main Street plat and creates a second Lot consisting of 354 Main Street. The proposed Lot 1 cleans up parcel lines and accommodates expansion and renovation to properties located on the second level (Dugins West and The Spur). As proposed, Lot 1 would be 6,805 square feet. The proposed Lot 2 cleans up lot lines for 354 Main Street and creates a legal lot of record. As proposed, Lot 2 would be 1,520 square feet.

This item was on the Planning Commission's Consent Agenda on April 28, 2010. The public hearing was open but no public input was given. The Commission forwarded a positive recommendation to Council.

Analysis

The purpose of the application is to modify lot and parcel lines, create a legal lot of record, and create a two lot subdivision. There is good cause for the application as the parcel combination will bring the two properties into compliance with state law by removing all interior lot lines and enabling the proposed development. Staff finds that the plat will not cause undo harm on any adjacent property owners because the proposal meets the requirements of the Land Management Code and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements.

Land Management Code Compliance

	Permitted	**Proposed**
Height	30' Front façade 24' Rear facade. 45' interior	Complies, no changes proposed
Front setback	0'	Complies
Rear setback	0'	Complies
Side setbacks	0'	Complies
Lot size	1,250 square feet	Lot 1: 6,805 s.f. Complies Lot 2: 1,520 s.f. Complies
Footprint	N/A	N/A

The subdivision would create two lots; Lot 1 of 6,085 square feet and Lot 2 of 1,520 square feet. No expansions of the building footprint or height are proposed at this time. The applicant proposes an interior remodel of the building that encompasses Lot 1. This expansion occurs within the Spur Bar and Grill in combining a portion of the Dugins West building. Section 15-2.6-7 of the LMC establishes criteria for development on Swede Alley. These criteria establish requirements for pedestrian circulation, height, access, design open space and pedestrian connections. Staff finds that because no external changes to the building are proposed, no additional review of the building as it relates to these criteria is necessary.

There are 6 existing access easements on the property and an additional easement proposed, for a total of 7. Each easement is located on the bottom floor of the building. The proposed expansion is located on the second floor. In order to maintain a secondary ingress/egress, the old Bald Eagle Real Estate Building (354 Main) and the Main Street Mall (333 Main), have separate easements through the 352 Main property to Swede Alley, and there are other separate utility easements. It is important that these easements remain open and unobstructed, as it provides emergency access to both buildings. Staff finds that as proposed, this lot combination will not negatively impact any existing easements on the property or limit existing ingress/egress. Further, the applicant is adding an additional easement for additional access to the offices and condos at 354 Main and 364 Main which will tie into the ingress/egress easement of the tunnel. This easement will be recorded just prior to plat recordation and can be seen on the Easement Detail 3. The applicant may build a retail shell infill space into the northeast corner of Lot 1 in the future. The newly created easement as well as plat note indicating utility relocation at future date may eliminate the need for a plat amendment at this parcel if expansion occurs.

Process

Approval or denial of the ordinance by City Council may be appealed to District Court within 30 days as provided by state code.

Department Review

This project has gone through an interdepartmental review. All issues identified during the meeting have been addressed by the applicant.

Notice

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

Public Input

Staff has not received input regarding this matter as of the date of this report. No public input was given at the Planning Commission meeting on April 28, 2010.

Alternatives

- The City Council may approve the 354 Main Street & First Amended 352 Main Street plat amendment as conditioned or amended; or
- The City Council may deny the 354 Main Street & First Amended 352 Main Street plat amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the 354 Main Street & First Amended 352 Main Street plat amendment.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The lot and parcel lines would remain where they currently stand and expansion and modification of the mixed use commercial building could not take place.

Recommendation
Staff recommends the City Council hold a public hearing for the 354 Main Street & First Amended 352 Main Street plat amendment and consider approving the attached ordinance based on the findings of fact, conclusions of law and conditions of approval.

Exhibits
Exhibit A – Ordinance with Proposed Plat
Exhibit B – reference survey (First Amended 350 ½ Main Street Plat)

Exhibit A
Draft Ordinance No. 10-

AN ORDINANCE APPROVING THE 354 MAIN STREET & FIRST AMENDED 352 MAIN STREET PLAT AMENDMENT LOCATED AT 352/354 MAIN STREET, PARK CITY, UTAH

WHEREAS, the owner of the property located at 352 and 354 Main Street have petitioned the City Council for approval of the 354 Main Street & First Amended 352 Main Street 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 April 28, 2010, to receive input on the 354 Main Street & First Amended 352 Main Street plat amendment;

WHEREAS, the Planning Commission, on April 28, 2010, forwarded a positive recommendation to the City Council; and

WHEREAS, on May 20, 2010 the City Council held a public hearing on the proposed subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the 354 Main Street & First Amended 352 Main Street 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 354 Main Street & First Amended 352 Main Street plat amendment as shown in Attachment 1 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 352/354 Main Street in the Historic Commercial Business (HCB) zone.
2. The HCB District is characterized by a mix of historic commercial structures and larger contemporary commercial structures.
3. The proposed plat amendment will combine Lot 14 and a portion of Lot 13, Block 22, Park City Survey and all of the 352 Main Street plat into two lots of record.
4. Proposed Lot 1 will be 6,085 square feet. Proposed Lot 2 will be 1,520 square feet.

5. An existing 8' wide access/utility easement exists from 354 Main through the 352 Main Street subdivision of the Park City Survey.
6. There is an existing 8' wide access easement with a 6' wide utility easement overlay from 333 Main through 352 Main to Swede Alley.
7. There is an existing 5' wide public sidewalk easement on the eastern side of the property running parallel to Swede Alley.
8. A new easement is being created to the rear of 354 Main Street and to connect to the existing 8’ wide access easement as identified in Finding of Fact 5 above.
9. The building meets all required setbacks for the HCB zone.
10. The plat amendment will not create any remnant lots.

Conclusions of Law:
1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the plat amendment, subject to the conditions 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.

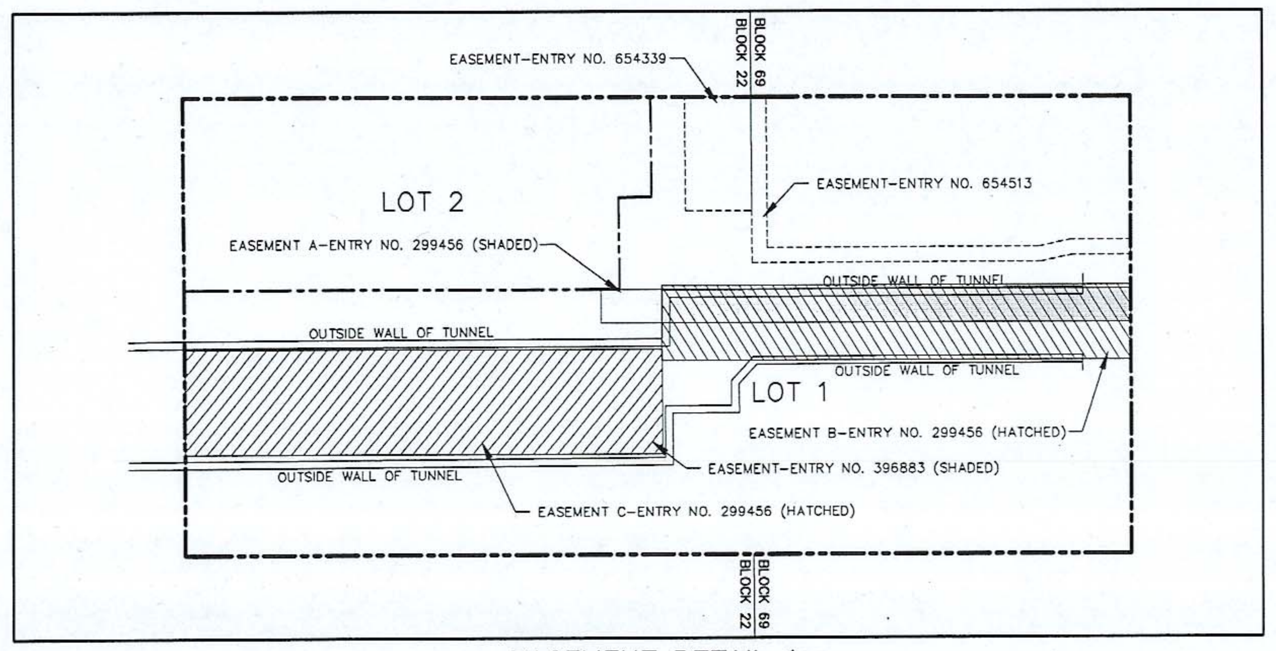
SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this __day of__, 2010.

A PARCEL COMBINATION PLAT

354 MAIN STREET & FIRST AMENDED 352 MAIN STREET

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



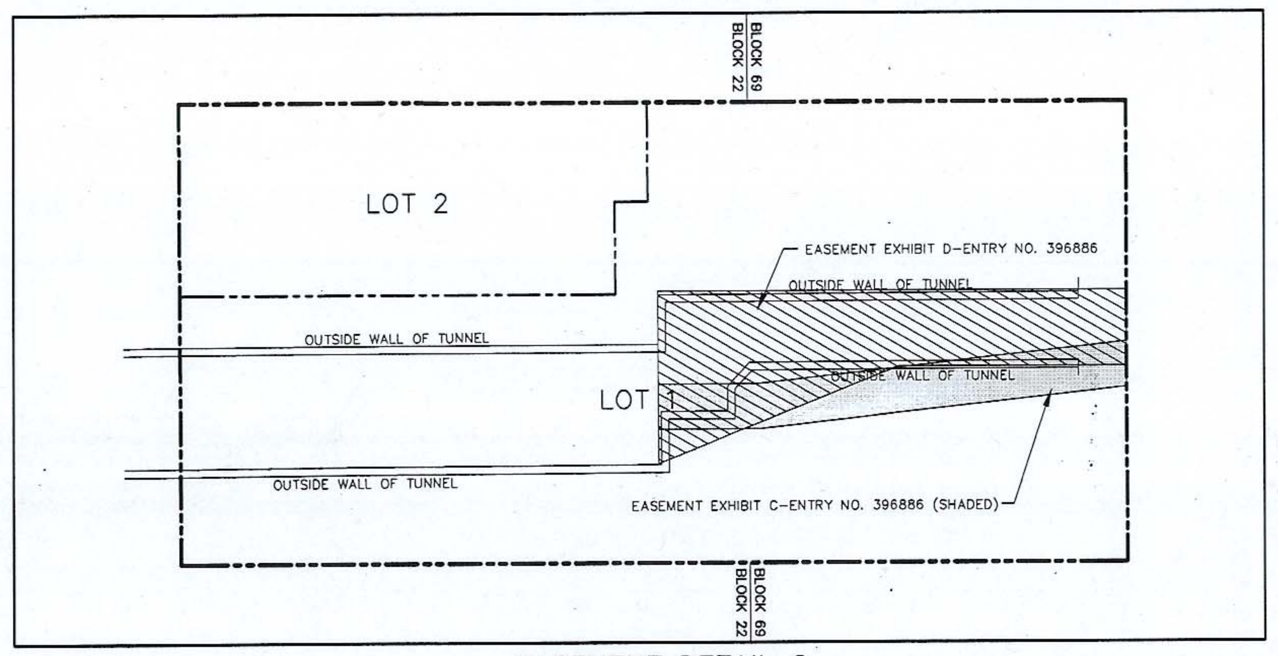
EASEMENT DETAIL 1

ENTRY NO. 299456
RECORDED: OCTOBER 31, 1988
BOOK 499, PAGE 93

ENTRY NO. 396883
RECORDED: JANUARY 28, 1994
BOOK 783, PAGE 260

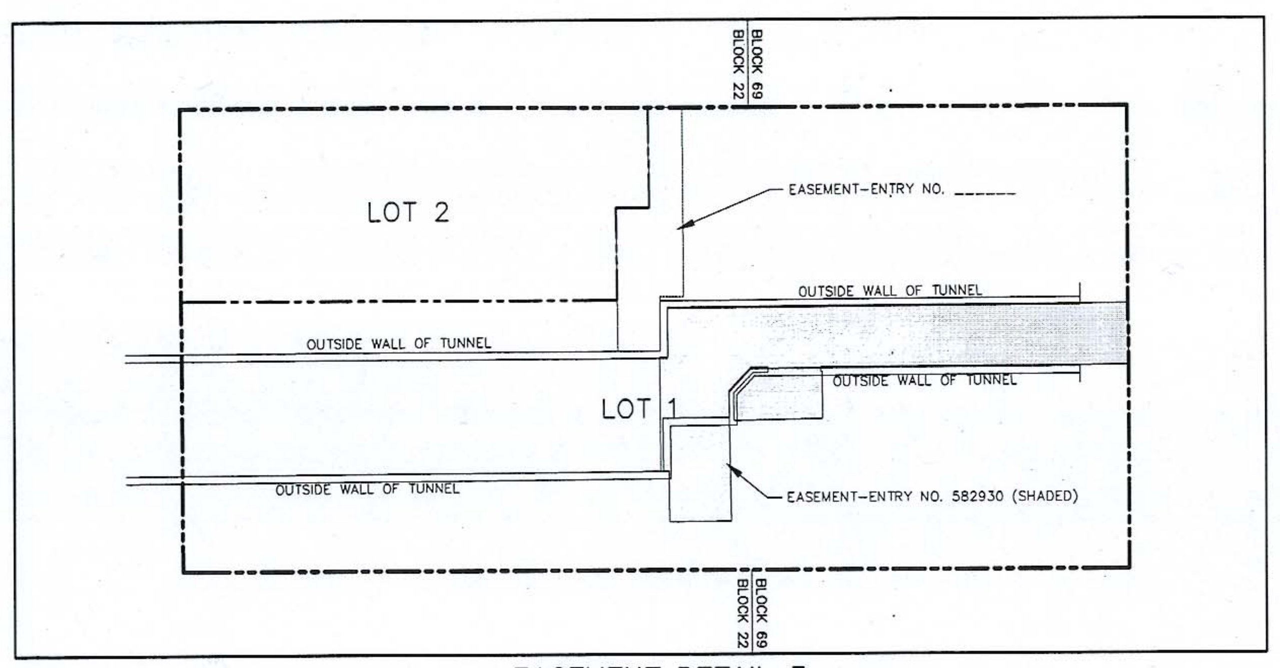
ENTRY NO. 654339
RECORDED: APRIL 9, 2003
BOOK 1525, PAGE 1189

ENTRY NO. 654513
RECORDED: APRIL 11, 2003
BOOK 1525, PAGE 1799



EASEMENT DETAIL 2

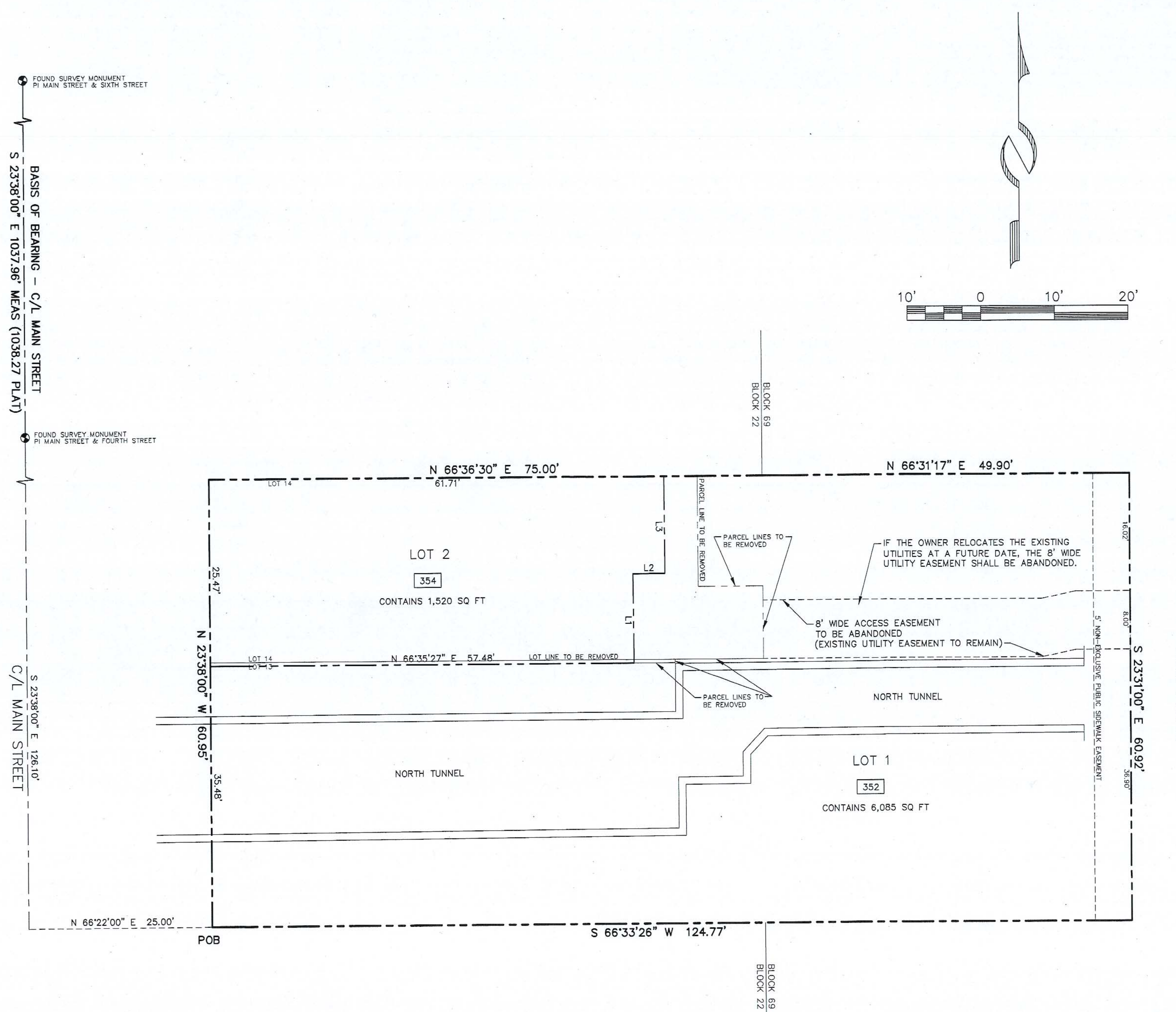
ENTRY NO. 396886
RECORDED: JANUARY 28, 1994
BOOK 783, PAGE 283



EASEMENT DETAIL 3

ENTRY NO. 582930
RECORDED: FEBRUARY 22, 2001
BOOK 1354, PAGE 1496

ENTRY NO. ______
RECORDED: ______________ 2010
BOOK _____ PAGE _____



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 23°56'25" W	12.21
L2	N 66°03'35" E	4.36
L3	N 23°56'25" W	13.21

SURVEYOR'S CERTIFICATE

REGISTERED LAND SURVEYOR No. 154491 JOHN DEMKOWICZ State of Utah

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 by authority of the owner, I have prepared this Record of Survey map of 354 MAIN STREET & FIRST AMENDED 352 MAIN STREET and that the same has been monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

______________________ John Demkowicz

__________ Date

LEGAL DESCRIPTION

PARCEL 1

LOT 1, 352 MAIN STREET, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

PARCEL 2

A parcel of land consisting of Lot 14, and a portion of Lot 13, Block 22, Park City Survey, and described as follows:

Beginning at the northwest corner of Lot 14, Block 22, Park City Survey, and running thence along the north line of Lot 14 North 66°36'30" East 75.00 feet; thence along the east line of Lot 14 South 23°38'04" East 24.97 feet; thence along the south line of Lot 14, South 66°34'45" West 11.95 feet; thence South 23°24'33" East 0.48 feet; thence along the outside face of an existing building and said building extended South 66°35'27" West 63.05 feet; thence along the west line of Lot 13 and Lot 14 North 23°38'00" West 25.47 feet to the point of beginning.

Less and excepting therefrom the following described property:

A portion of Lot 14, Block 22, Park City Survey, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, being more particularly described as follows:

Beginning at the northeast corner of Lot 14, Block 22, Park City Survey, said point also being on the northwest corner of 350 1/2 Main Street, a lot line adjustment plat recorded January 24, 2000 as Entry No. 557719 in the office of the recorder, Summit County, Utah; and running thence along the easterly line of Lot 14 and the westerly line of 350 1/2 Main Street plat South 23°38'00" East 15.02 feet to a point on the exterior of an existing concrete block wall; thence along the face of said block wall the following (2) courses: 1) South 66°37'04" West 8.74 feet; thence 2) North 23°41'38" West 15.02 feet to a point on the northerly line of said Lot 14; thence along the northerly line North 66°36'30" East 8.76 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that HOFMANN PROPERTIES, LC, the undersigned owner of the herein described tract of land to be known hereafter as 354 MAIN STREET & FIRST AMENDED 352 MAIN STREET, does hereby certify that it has caused this Plat Amendment to be prepared. HOFMANN PROPERTIES, LC hereby consents to the recordation of this Plat Amendment.

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

IN WITNESS WHEREOF, the undersigned set his hand this ________ day of ______________, 2010.

HOFMANN PROPERTIES, LC

____
Aaron A. Hofmann, Manager

ACKNOWLEDGMENT

State of______________)
:ss.
County of______________)

On this _____ day of ______________, 2010, Aaron A. Hofmann personally appeared before me, the undersigned Notary Public in and for said state and county. Having been duly sworn, Aaron A. Hofmann acknowledged to me that he is the managing member of HOFMANN PROPERTIES, LC, a Utah Corporation, organized and existing under the laws of the State of Utah for and in behalf of said company for the uses and purposes stated therein and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

____
A Notary Public commissioned in Utah

____
Printed Name

Residing in: ______________________

My commission expires: ____________

LEGEND

352 Denotes street address on Main Street

PAGE 1 OF 1

4/5/10 JOB# 3-7-09 FILE X:\ParkCitySurvey\dwg\srv\plat2009\030709.dwg

Alliance Engineering Inc (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	**SNYDERVILLE BASIN WATER RECLAMATION DISTRICT** REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ______ DAY OF __________, 2010 A.D. BY ______________ S.B.W.R.D.	**PLANNING COMMISSION** APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF ________, 2010 A.D. BY ______________ CHAIRMAN	**ENGINEERS CERTIFICATE** I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF __________, 2010 A.D. BY ______________ PARK CITY ENGINEER	**APPROVAL AS TO FORM** APPROVED AS TO FORM THIS ____ DAY OF __________, 2010 A.D. BY ______________ PARK CITY ATTORNEY	**CERTIFICATE OF ATTEST** I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY __________, 2010 A.D. BY ______________ PARK CITY RECORDER	**COUNCIL APPROVAL AND ACCEPTANCE** APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF ________, 2010 A.D. BY ______________ MAYOR	**RECORDED** STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF ______________ DATE ______ TIME _____ BOOK _____ PAGE _____ ______ FEE ______________ RECORDER

EXHIBIT B - for survey reference only